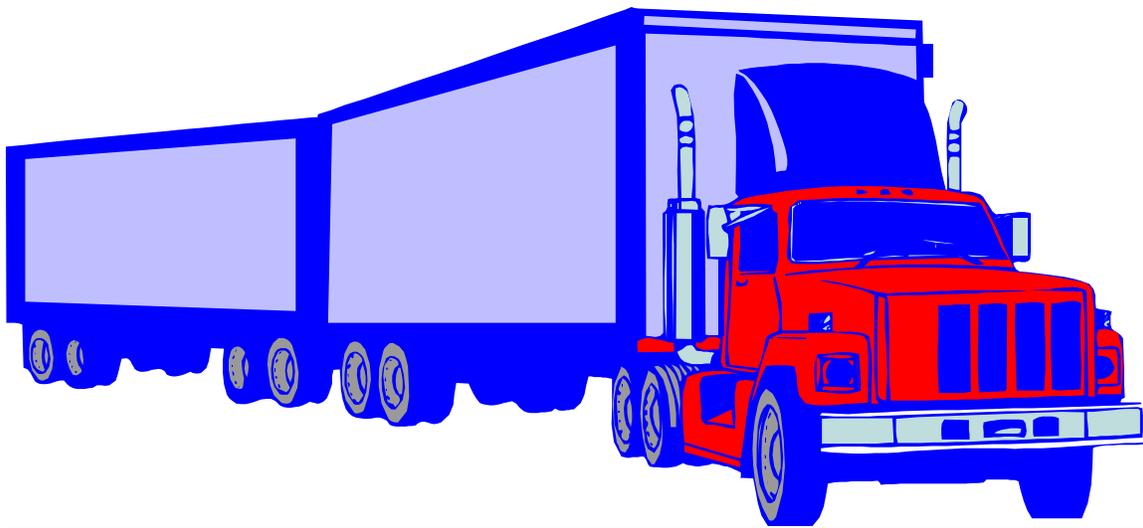


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Horizon Logistics, LLC

Michael J. Curry, CTB



[MODULE 3]

A Whitepaper on the ins and outs of shipping LTL

Module 3

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CHAPTER 1

Convention Deliveries

Conventions and/or Exhibition Deliveries pose unique problems because the convention facilities are normally manned by union employees. This creates a problem because most of your LTL carriers are non-union and are not given the same considerations as their union brethren. For that reason, I usually recommend that the shipper try to select a union carrier to make convention deliveries. There are fewer hassles and less chance of extra delivery charges due to delays.

There are certain Convention Facilities that get extra charges anyway. These include but are not limited to:

- Jacob K. Javits Convention Center, New York City, NY
- Pier 92 Convention Center, New York City, NY
- Pier 94 Convention Center, New York City, NY
- McCormick Place, Chicago, IL
- Richard J Daley Center, Chicago, IL
- Cobo Hall, Detroit, MI
- Las Vegas Convention Center, Las Vegas, NV
- Sands Convention Center, Las Vegas, NV 89109,

Below is a sample tariff item of the charges you should expect when shipping to these locations:

ITEM 280

ADDITIONAL CHARGES – JACOB JAVITZ CENTER AND MCCORMICK PLACE and RICHARD J DALEY CENTER (aka MB REAL ESTATE)

All shipments originating at or destined to:

Jacob Javitz Center, 655 W. 34th Street, New York Zip Code 10001; or McCormick Place, 23rd Street & Lake Shore Drive, Chicago, IL Zip 60616, or Richard J Daley Center (aka MB Real Estate), 50 West Washington, Chicago, IL 60602, will be subject to those charges shown below, which will be assessed in addition to the line-haul or other published rates or charges applicable to the shipment. (See NOTES A and B)

1. When pickup or delivery of a shipment is made by a Cartage Agent the following charges will be assessed:

| SHIPMENT WEIGHT IN POUNDS CHARGES | |
|-----------------------------------|-----------------------|
| 1 to 500..... | \$130.80 per shipment |
| 501 to 1,000..... | \$144.50 per shipment |
| 1,001 to 1,500..... | \$158.30 per shipment |
| 1,501 to 3,000..... | \$ 10.13 per cwt |
| 3,001 to 6,000..... | \$ 9.77 per cwt |
| 6,001 to 10,000..... | \$ 8.66 per cwt |

Should pickup or delivery be required prior to 9:00 a.m., an additional charge of \$88.35 will be assessed.

2. The fee for gaining access to Jacob Javitz Center McCormick Place will be \$8.40 on shipments weighing up to 1,000 pounds and \$14.90 on shipments weighing more than 1,000 pounds.

3. When on Inbound shipments, should the Consignee or his agent require a scale ticket certifying the weight of the shipment(s), a charge of \$15.65 per shipment will be assessed.

NOTE A – The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.

NOTE B – The charges provided for in this item will not be subject to any discounts or reductions.

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ITEM 282 ADDITIONAL CHARGES – LAS VEGAS, NV CONVENTION CENTERS

All shipments originating at or destined to:

Las Vegas Convention Center, 3150 Paradise, Las Vegas, NV 89109; or Sands Convention Center, 201 E. Sands Avenue, Las Vegas, NV 89109, will be subject to those charges shown below, which will be assessed in addition to the line-haul or other published rates or charges applicable to the shipment. (See NOTES A and B)

1. When pickup or delivery of a shipment is made the following charges will be assessed.

| SHIPMENT WEIGHT IN POUNDS CHARGES | |
|-----------------------------------|-----------------------|
| 1 to 500..... | \$130.80 per shipment |
| 501 to 1,000..... | \$144.50 per shipment |
| 1,001 to 1,500..... | \$158.30 per shipment |
| 1,501 to 3,000..... | \$ 10.13 per cwt |
| 3,001 to 6,000..... | \$ 9.77 per cwt |
| 6,001 to 10,000..... | \$ 8.66 per cwt |

NOTE A – The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.

NOTE B – The charges provided for in this item will not be subject to any discounts or reductions.

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CHAPTER 2

Classification of Exempt Commodities

Exempt commodities are those not subject to price regulation by the Federal Government. Examples of exempt commodities include agricultural products such as produce and newspaper inserts. Typically an exempt commodity is a product that is perishable. Fresh vegetables (not processed or cooked) obviously have a short shelf life (a few days to weeks) before it spoils whereas canned vegetables have a longer shelf life (months to years). Newspaper inserts have to be in the newspaper by a certain date or they lose their value.

Even though these items are exempt, they may still be listed in the NMFC but classed as Exempt. When this happens it is necessary to refer to the carrier's tariff to see how the carrier determines class for an exempt commodity. The most common method is to determine the pounds per cubic foot and then assign a class based on that data. See an example below:

ITEM 550

EXEMPT COMMODITIES, CLASSIFICATION OF ITEM 550

1. Commodities with a Classification Rating of "Exempt" in the NMFC 100 series, will be rated using the following Class Rating based on the density of the commodity as tender for shipment:

DENSITY OF SHIPMENT IN POUNDS PER CUBIC FOOT SHIPMENT WILL BE RATED AT GREATER THAN|LESS THAN CLASS GREATER THAN LESS THAN CLASS

| <u>Greater Than</u> | <u>Less Than</u> | <u>Class</u> | <u>Greater Than</u> | <u>Less Than</u> | <u>Class</u> |
|---------------------|------------------|--------------|---------------------|------------------|--------------|
| 0 | 1 | 500 | 9 | 10.5 | 100 |
| 1 | 2 | 400 | 10.5 | 12 | 92.5 |
| 2 | 3 | 300 | 12 | 13.5 | 85 |
| 3 | 4 | 250 | 13.5 | 15 | 77.5 |
| 4 | 5 | 200 | 15 | 22.5 | 70 |
| 5 | 6 | 175 | 22.5 | 30 | 65 |
| 6 | 7 | 150 | 30 | 35 | 60 |
| 7 | 8 | 125 | 35 | 50 | 65 |
| 8 | 9 | 110 | 50 | 50+ | 55 |

2. For method of determining density, see Item 490.

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ITEM 529

EXEMPT COMMODITIES

1. For shipments of commodities classified in the National Motor Freight Classification as exempt, the rating class will be determined based upon the density in pounds per cubic foot of:

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..... | 150 |
| 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 or greater..... | 70 |

2. If a shipment is accepted wherein density is not listed, charges will initially be assessed on the basis of the highest class shown. Upon proof of the actual density, freight charges will be adjusted accordingly.

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CHAPTER 3

Used or Reconditioned Property

Most carriers have a liability provision contained in their rules tariffs that specifically addresses the value of used property or cargo. Typically it restricts any claim value from 10 to 50 cents per pound. It may not seem fair to the shipper, but from the carrier's point of view it is fair. In my opinion there are two major reasons for this. First, there are unscrupulous shippers who would ship products that don't work on carriers and claim the value as if the product were new when it gets to destination. The second reason is that used machinery is not as "tight" as new machinery and therefore can be more adversely affected (parts shaking loose, etc.) by the normal hazards of transportation. See below for two examples of tariff items dealing with used cargo.

6. In lieu of the valuation indicated in the NMFC, valuation, rates and charges on USED or RECONDITIONED articles will be as follows:

A. When Consignor or Consignee declares no value or declares an actual or released value of 50 cents or less per pound per package or fails to describe articles as used or reconditioned on the original Bill of Lading:

1. Apply 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.
2. Carrier's maximum liability shall not exceed 50 cents per pound per package or \$10,000 per incident, whichever is lower.

B. When Consignor or Consignee requests EXCESS LIABILITY COVERAGE for used or reconditioned articles exceeding 50 cents per pound per package and describes the articles as used or reconditioned on the original Bill of Lading:

1. Apply 80 cents per pound per package, subject to a minimum charge of \$132, in addition to 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.
2. Consignor or Consignee will indicate on the original bill of lading (Carrier's form) in the designated area under Note 2 that excess liability coverage of \$5 per pound per package has been requested for the used or reconditioned articles. If Consignor or Consignee is using a bill of lading form where no designated area is provided, Consignor or Consignee shall indicate on the original bill of lading in the description of articles section: "Excess liability coverage requested in the amount of \$5 per pound per package."
3. In no event shall Carrier's maximum liability for used or reconditioned articles exceed the actual value or \$5 per pound per package, whichever is less, with a maximum of \$10,000 per incident.

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SECTION 3 - LIABILITY FOR ITEMS OTHER THAN NEW, INTERPLANT MOVES AND INTERNET AUCTION ITEMS

An Interplant Move is a shipment by a company from one of its facilities to one or more or its other facilities (or the 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 and manufacturing facilities. Items not manufactured or distributed by a company in its normal business operations include, but are not limited to, items such as equipment, machinery, accessories, raw materials, office equipment, electronic equipment (including computers), spare parts and supplies utilized by the company in its business operations.

Commodities or articles which are in any way other than new (including, but not limited to, commodities or articles which are “used”, “reconditioned”, “refurbished”, or “rebuilt”); commodities or articles shipped as part of an Interplant Move; and commodities or articles purchased through internet auctions (except as provided in note 7), whether listed on the Bill of Lading as such or not, will be accepted for transportation subject to the following Carrier liability limitations and conditions:

(a) Except as provided in (b) below, Carrier’s liability for loss, damage, or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or 10 cents per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.

(b) Carrier’s liability for loss, damage, or destruction to commodities or articles subject to liability limitations on the Bill of Lading or as provided in the NMFC is limited to,

- (1) The actual invoice value of the commodities or articles lost, damaged or destroyed;
- (2) Limited liability provisions of the Bill of Lading;
- (3) Applicable limited liability provisions of the NMFC; or,
- (4) 10 cents per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.

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CHAPTER 4

Mixed Packages or Shipments

What happens when you have multiple items on a pallet that have different classes? The NMFC address the issue below. Briefly stated, if each item is properly described and the weights shown, they will be rated according to their individual class. Pallet weight is included and will generally be rated at the same class as the lowest item on the pallet. Individual carriers may have further rules as well. Two are shown below this excerpt from the NMFC.

Item 640

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

Sec. 1. Single shipments, subject to one rate or class, will be charged at the actual or authorized estimated weight and at the rate or class applicable, subject to the minimum charge in carriers' tariffs.

Sec. 2. Single shipments subject to two or more rates or classes, when differently classed articles are separately packaged, will be charged at the actual or authorized estimated weight and at the rate or class applicable to each, subject to the minimum charge in carriers' tariffs (see Note 5).

Sec. 3. (a) Except as provided in Sec. 3. (b), the charge for a package (see Note 1), or pallet, platform, rack or skid meeting the requirements of Item 265, containing or bearing differently classed articles, shall be at the rate or class provided for the highest classed article in or on the package, pallet, platform, rack or skid. All the articles need not be specified on the shipping order or bill of lading, but only one of the articles taking the highest rate or class must be specified; in such instances the following notation must also appear on shipping order and bill of lading: 'And other articles classed the same or lower,' which may be abbreviated to 'RS or L' (see Note 6).

Sec. 3. (b) When articles subject to different classes in packages, containers or shipping forms authorized in the applicable classification description for such articles are securely unitized on lift truck pallets, platforms, racks or skids meeting the requirements of Item 265, they will be charged for at the actual weights of the separate articles, in the authorized packages or shipping forms used, at the applicable classes (see Notes 3 and 5) subject to the following:

- (1) Bill of lading and shipping order must specify the separate articles and the total weight of each article so unitized. Bill of lading and shipping order must bear the notation: 'The above contained on (insert number) pallets (platforms, racks or skids, as the case may be).'
- (2) Each shipment must have affixed thereto a packing slip listing the separately identified articles and the total weight of each such article unitized thereon.
- (3) The weight of pallets, platforms, racks, skids, unitizing material or packing devices as required by Paragraph 3(b) (5) must be shown on shipping order and bill of lading and will be charged for at the lowest class applicable to any article or articles comprising not less than 5 percent of the weight unitized on such pallet, platform, rack or skid.

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- (4) Any article in a shipment which is not unitized on pallets, platforms, racks or skids must be separately listed on the bill of lading and shipping order and will be charged for at the class applicable to such articles.
- (5) When unitization to pallets, platforms, skids or racks is by container of box-type fiberboard construction, packing devices must be used in any unoccupied space between inner packages and inside top of outer container. Packing devices used must be of sufficient strength and design to prevent collapse of the outer container when top loaded with other freight.
- (6) When carrier or its agent finds that the weight of the unitized pallet, platform, rack or skid stated by the shipper is inaccurate, the carrier or agent shall correct the weight. The difference between the actual weight and the stated weight will be added to or subtracted from, as the case may be, the highest classed article on the pallet, platform, rack or skid. Upon submission of satisfactory proof that the weight correction should be apportioned to other article(s) on the pallet, platform, rack or skid, the weight distribution will be adjusted accordingly.

Note 1- The term 'package' has the same meaning as the definition for 'in packages' in Item 680, Sec. 5.

Note 2- Not currently used.

Note 3- Articles unitized in outer containers meeting the requirements for complying boxes and secured on lift truck pallets, platforms, racks or skids, meeting the requirements of Item 265, will be subject to the classes applicable to the same articles when tendered in boxes.

Sec. 4. When the description for an article specifies an individual minimum weight per package or piece (see Note 4, Sec. 6), no provision being made for packages or pieces weighing less than the specified individual minimum, the total charge for a number of packages or pieces of a lesser weight shall be the same as would accrue on a like number of similar packages or pieces, each of the specified individual minimum weight.

Sec. 5. When the description for an article in bundles specifies an individual minimum weight per bundle, no provision being made for the article 'loose,' a single loose article or piece weighing as much as or greater than the specified individual minimum weight per bundle, shall be charged for as a bundle.

Sec. 6. When an article is differently classed according to different weights of shipping packages or loose pieces (see Note 4), the total charge for a number of packages or pieces of a lesser weight shall be no greater than the charge for a like number of similar packages or pieces each of greater weight. This section does not apply where different classes are published in individual items according to the density (pounds per cubic foot) of articles or shipping packages.

Note 4- The term 'Shipping packages or loose pieces' refers to the shipping package or loose piece of freight and does not refer to the inner container or articles enclosed in a shipping package.

Sec. 7. Each package or piece of freight which weighs less than the individual minimum weight provided in the description must be charged for at such individual minimum weight in accordance with Secs. 4 or 6 of this Item, and each package or piece of freight which equals or exceeds the specified minimum weight must be charged for at actual weight.

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Sec. 8. Unless otherwise provided, where a provision makes reference to specific mixtures based on an allowance or restriction by count, weight or percentage, such provision will not apply when the allowance or restriction is exceeded, as in the case of a maximum allowance, or is not met, in the case of a minimum requirement. In instances where the maximum allowance is exceeded or the minimum requirement is not met, the provisions of Secs. 1 through 7 are applicable.

Note 5- When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the shipment.

Note 6- When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment provided the shipper also specifies such lowest classed article on the bill of lading and shipping order at time of shipment.

640

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

(Exception to Section 3. (a) of NMFC Item 640)

1. Unless otherwise provided, shipments that consist of differently classed articles contained in or on one handling unit that have been inspected and the inspection determines the Shipper's information was inaccurate, the handling unit will be rated at the class shown in Paragraph 2 based on the density of the unit using the weight and measurements of the unit.

2. If Density is: Apply Class for rating purposes:

| | |
|-------------------------------|------|
| Less than 1 pcf | 400 |
| 1 pcf but less than 2 pcf | 300 |
| 2 pcf but less than 4 pcf | 250 |
| 4 pcf but less than 6 pcf | 150 |
| 6 pcf but less than 8 pcf | 125 |
| 8 pcf but less than 10 pcf | 100 |
| 10 pcf but less than 12 pcf | 92.5 |
| 12 pcf but less than 15 pcf | 85 |
| 15 pcf but less than 22.5 pcf | 70 |
| 22.5 pcf but less than 30 pcf | 65 |
| 30 pcf but less than 35 pcf | 60 |
| 35 pcf but less than 50 pcf | 55 |
| 50 pcf or greater | 50 |

Item 15

The provisions of Sections 1, 2, and 3 in Item 640 of NMF 100 do not apply. The following sections shall apply in place of these sections.

Section 1: Single shipments which consist of articles subject to only one class or commodity rate will be rated as if each article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.

Section 2: Single shipments which consist of articles subject to two or more different class or commodity rates, when such articles are separately packaged, will be rated at the class or commodity rate applicable to each article as if each article were tendered as a straight shipment

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weighing the same as the aggregate weights of the mixed shipments. Any deficit weight will be charged for at the lowest rate applicable to any article in the shipment.

Section 3(a): Except as provided in Sections 3(b) or 3(c), the charge for a package (subject to Note 1), pallet, platform or skid containing or bearing articles subject to different rates, will be at the rate provided for the highest rated article in or on the package, pallet, platform or skid. All the articles need not be specified on the shipping order or Bill of Lading, but only one of the articles subject to the highest rate need be specified. In such instances the following notation must appear on shipping order and Bill of Lading: “and other articles rated the same or lower,” which may be abbreviated to “RS or L.”

Section 3(b): Subject to Note 2, when more than one package is loaded on and strapped to a pallet, platform or skid, the charge for each package shall be at the rate provided for the highest rated article in that package.

Section 3(c): Subject to Note 2, when there is tendered any pallet, platform or skid containing or bearing articles (not in individual packages) subject to different rates, the charge for each article will be at the rate provided for that article.

Note 1: The term “package” has the same meaning as the definition for “in package” set forth in Section 5 of NMF 100, Item 680.

Note 2: The weight of the pallet, platform or skid will be charged for at the lowest rate applicable to any article on the pallet, platform or skid, and the shipper shall show separately on the bill of lading the weight of the individual packages or articles, and the weight of the pallet, platform or skid.

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CHAPTER 5

Pickup and Delivery Service - General

What are the rules regarding pickup and delivery of freight when using an LTL carrier? The NMFC addresses the issue and of course, so do the carriers in their individual rules tariffs. The excerpt below is from the NMFC. Following this passage are two examples of the carrier's rules for the same service.

Item 568

HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING

Unless otherwise provided in carriers' individual tariffs, when freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:

(a) Weighs 110 pounds or less, the carrier will perform the loading and unloading;

(b) Weighs more than 110 pounds but less than 500 pounds:

(1) The carrier will perform the loading and unloading where the consignor or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle except when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimensions-See paragraphs (b)(2) and (d). Where the consignor or consignee does not provide a dock, platform or ramp, the truck driver, *on request*, will assist the consignor or consignee in loading or unloading.

(2) The carrier will perform the loading and unloading where the consignor or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight:

(1) Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or

(2) Does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor or consignee does not provide a dock, platform or ramp, the truck driver, *on request*, will assist the consignor or consignee in loading or unloading.

(c) Weighs 500 pounds or more, the consignor will perform the loading and the consignee will perform the unloading. *On request* of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) Exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimensions, the consignor will perform the loading and the consignee will perform the unloading. *On request* of consignor or consignee, the truck driver will assist the consignor or consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph (b) (2) of this Item.

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ITEM 750

PICKUP OR DELIVERY (See Notes 1 & 2)

Rates include one pickup and loading, line haul and one delivery and unloading or one tender for delivery of a shipment (See Item 570 for Impractical Operations), performed under reasonable dispatch during normal business hours (See Item 754 for Pickup or Delivery Service - Saturdays, Sundays, Holidays or non business hours), subject to the following provisions:

1. PLACEMENT OF VEHICLE FOR LOADING: At the request of the shipper, Carrier will furnish and place a vehicle at the loading site designated.

2. PLACEMENT OF VEHICLE FOR UNLOADING: The delivery of a shipment will include the placing of vehicle at the site designated by the consignee.

3. LOADING BY CARRIER:

(a) Freight tendered for loading must be situated to be directly accessible to the vehicle (note 1), or it shall be immediately adjacent to a parking space (see Item 566 for handling freight not adjacent to the vehicle).

(b) Carrier will furnish only one man per vehicle for loading (see Item 560 - Extra Labor if requested).

4. UNLOADING BY CARRIER:

(a) Freight will be *unloaded at the delivery site immediately adjacent to the delivery vehicle* (see Item 566 for Inside Pickup or Delivery).

(b) Carrier will furnish only one man per vehicle for unloading unless extra labor is requested (see Item 560).

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:

(a) Shipments must be tendered to Carrier in consigned lots. Loading or unloading service by Carrier does not include assembling, packing, unpacking, dismantling, inspecting, de-palletization, sorting or segregating freight, except as provided in this paragraph and Item 751.

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

(c) Unloading service includes sorting or segregating the freight for the purpose of determining that the proper freight is being delivered to the consignee or to determine the extent and identity of shortages, damages or overages as may have been ascertained by Carrier employee.

(d) When freight is tendered in lots according to size, brand, flavor or other distinguishing characteristics and so identified on the Bill of Lading or accompanying

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papers, delivery service includes tender in the same manner, including placement of segregated lots on the platform dock, conveyor, pallets, dolly, buggy or similar device provided by the consignee for receipt of freight within or adjacent to the vehicle, except as provided in Paragraph 2 of Item 751.

(e) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

6. LOADING BY SHIPPER OR UNLOADING BY CONSIGNEE: The shipper or consignee may elect to waive the loading or unloading of freight by the Carrier by performing same at his own expense.

7. WAIVER OF DELIVERY RECEIPT: When shipper or owner has made written arrangements with Carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded and left unattended at the place designated. Carrier will unload the shipment providing the rules or rates do not specifically require the consignee to perform the service.

8. HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING: When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipments:

(a) Weighs 110 lbs. or less, Carrier will perform the loading and/or unloading.

(b) Weighs more than 110 lbs., but less than 500 lbs.:

(1) Carrier will perform the loading and/or unloading where the shipper and/or consignee provide a dock, platform or ramp directly accessible to the vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. Where the shipper and/or consignee do not provide a dock, platform or ramp, the truck driver, *on request*, will assist the shipper and/or consignee in loading and/or unloading.

(2) Carrier will perform the loading and/or unloading where the shipper and/or consignee provide a dock, platform or ramp directly accessible to the vehicle, if freight:

(I) - Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or;

(II) - If it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the shipper and/or consignee do not provide a dock, platform or ramp, the truck driver, *on request*, will assist the shipper and/or consignee in loading and/or unloading.

(c) Weighs 500 lbs. or more, the shipper will perform the loading and the consignee will perform the unloading. *On request* of shipper or consignee, the truck driver will assist in loading or unloading.

(d) Exceeds 8 feet in its greatest dimensions or exceeds 4 feet in each its greatest and intermediate dimension, the shipper will perform the loading and the consignee will

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perform the unloading. *On request* of shipper or consignee, the truck driver will assist in loading or unloading.

9. Before attempting delivery to a private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, Carrier may contact the consignee to schedule the date and approximate time of delivery.

Note 1 Freight shall be considered to be immediately adjacent to a space suitable for loading or unloading site if not separated therefrom only by an intervening public sidewalk or such comparable distance.

Note 2 Loading includes stowing and counting of the freight in or on the vehicle. Unloading includes the counting and removing of the freight from the position in which it is transported in or on the vehicle.

750 PICKUP OR DELIVERY SERVICE (Unless otherwise provided, this item is not applicable via FedEx National LTL)

1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of a shipment by Carrier at one site and during business hours, subject to the following provisions:
 - A. Pickup or delivery site will be directly accessible or immediately adjacent to Carrier's equipment, and will be suitable and practicable for such equipment to operate, and does not endanger Carrier.
 - B. Carrier will not be required to receive freight liable to damage other freight or Carrier's equipment.
 - C. Pickup or delivery service will not be performed by the Carrier at any site from or to which it is impracticable to operate vehicles because of:
 1. The conditions of roads, streets, driveways, alleys or approaches thereto
 2. Inadequate loading or unloading facilities
 3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension or danger to persons or property
 4. When freight is transported in shipping containers, such as pallets, skids, totes, reels or other such articles, which are an integral part of the shipment, such containers are to be delivered and receipted for by the Consignee. Carrier will not return such containers free of charge, even though the bill of lading may so state.
2. Loading and unloading service will be subject to the following provisions:
 - A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:
 1. Does not include assembling, packing or unpacking, dismantling, inspecting, sorting or segregating freight except when a shipment is tendered to the Carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the Bill of Lading or accompanying papers. Normal delivery service includes delivery of the shipment to the Consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the Consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period

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allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, Carrier will continue to unload the vehicle subject to applicable detention charges.

2. Does not include special equipment used in hoisting, lowering, handling or placing freight into position. Such special equipment will be furnished and operated by the Consignor/Consignee, except for hand trucks or four-wheeled hand carts, or pallet jacks (non-riding type) when furnished by the Consignor/Consignee. Consignor/Consignee shall assume responsibility for safe loading or unloading of the freight.
3. Does not allow for the opening of packages or unitized shipments.
 - B. Carrier will provide one employee per pup/set or vehicle for loading or unloading.
 - C. Consignor/Consignee may, at his own expense, elect to waive and perform the loading or unloading of freight from Carrier's pup/set or vehicle.
3. Upon written arrangements, freight consigned to places where no representative of the Consignee is present or available to receipt for the shipment will be delivered and unloaded by Carrier and left unattended at the designated place. Carrier will not be responsible for any loss or damage after delivery or for any damage to shipment, property, or personal injury arising out of the delivery.
4. Actual tender of delivery, notice by telephone, electronic transmission or U.S. Mail, shall constitute notice of arrival of the shipment.
5. If, through no fault of the Carrier, freight cannot be delivered, Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage and the reason thereof.

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CHAPTER 6

Areas and Zip Codes with Extra Charges

There are certain areas of the country that have additional charges, sometimes called arbitraries, in addition to the normal charges. The charges are also sometimes referred to as Remote Access Charges, High-Density Delivery Charges or Metro Delivery Charges. High Density and Metro Delivery Charges typically are different descriptions for the same areas. Some areas will be identified for special pricing such as Washington DC, Martha's Vineyard or the Florida Keys.

Examples of High Density areas include a number of the major cities (or parts thereof) such as New York City, Boston, Houston, Los Angeles or San Francisco. The entire city does not receive the charge but rather zip code ranges within the city. For example, in New York City it is usually any zip code within the range of 100-102. Older sections of cities will oftentimes fall into these designated zip codes.

6000 METRO PICK UP AND DELIVERY FEE

1. On freight ORIGINATING at the following destinations:
021, 022 and 024
Or freight DESTINED to the following Zip codes
Zip codes originating from all points:
021, 022, 024, 100 through 119, 200 through 212, 220 through 223, 06430 through 06432, 06436, 06490, 06807, 06820, 06829 through 06832, 06836, 06840, 06842, 06850 through 06860, 06870, 06875, 06878, 06880, 06881, 06883, 06888, 06889, 06896, 06897, 06901 through 06907, 06910 through 06913, 06920 through 06922, 06925 through 06928, 94102, 94103, 94104, 94107, 94108, 94109, 94111, 94123, 94133
2. There will be an additional charge as follows:
 - a. 10% of the otherwise applicable line haul charges
 - b. \$14 Minimum Charge per shipment
 - c. \$66.06 Maximum Charge per shipment
3. This fee is not applicable on intrastate shipments or shipments where freight is picked up and delivered by the same service center.

ITEM 757

HIGH COST SERVICE AREA SURCHARGE

Shipments destined to the following service areas will be subject to a per shipment surcharge. This surcharge will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharge will be billed to and the responsibility of the party who is responsible for payment of the line haul freight charges.

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\$59.00 per shipment

NY - Manhattan area having 5 digit zip codes: 10001-10099 and 10101-10292

\$39.00 per shipment

CA – San Francisco Peninsula area having 5 digit zip codes:

94002, 94005, 94010, 94014, 94015, 94025, 94027, 94028, 94030, 94044, 94061-94063, 94065, 94066, 94070, 94080, 94102-94105, 94107-94112, 94114-94118, 94121-94126, 94127-94134, 94143, 94401-94404

\$39.00 per shipment

CA – Los Angeles Greater Downtown & Hollywood area having 5 digit zip codes:

90004-90005, 90010, 90012-90017, 90020, 90024-90029, 90035-90036,, 90038, 90045-90046, 90048-90049, 90064, 90066-90069, 90071, 90077,90096, 90210-90212, 90230-90232, 90263, 90265, 90272, 90291-90296, 90401-90405

\$56.00 per shipment

IL - Chicago Loop area having 5 digit zip codes: 60601-60606, 60611, 60661, 60664, 60670, 60680, 60681

\$39.00 per shipment

MA - Boston Metro area having 5 digit zip codes:

02108-02145, 02152, 02163, 02201, 02203, 02207, 02210-02212, 02215-02217, 02222, 02445-02447

\$39.00 per shipment

TX – Houston area having 5 digit zip codes:

75852, 77001-77099, 77201-77210, 77212, 77213, 77215-77231, 77233-77238, 77240-77245, 77248-77259, 77261-77263, 77265-77275, 77277, 77279-77282, 77284, 77287-77293, 77297-77299, 77301-77306, 77315, 77316, 77318, 77320, 77325, 77327, 77328, 77331, 77333-77349, 77353-77359, 77362-77365, 77367-77369, 77371-77373, 77375, 77377-77389, 77391, 77393, 77396, 77401, 77402, 77404, 77406, 77410-77415, 77417-77420, 77422, 77423, 77426, 77428-77437, 77440-77471, 77473-77489, 77491-77494, 77496, 77497, 77501-77508, 77510-77512, 77515-77518, 77520-77522, 77530-77532, 77534, 77536, 77539, 77541, 77542, 77545-77547, 77549-77555, 77562, 77563, 77565, 77566, 77568, 77571-77574, 77577, 77578, 77580, 77581, 77583, 77584, 77586-77588, 77590-77592, 77598, 77830, 77831, 77833, 77834, 77861, 77864, 77868, 77869, 77873, 77875, 77876, 77880, 78931, 78933-78935, 78943, 78944, 78950, 78951, 78962

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\$46.00 per shipment (note 3)

DC – Washington Metro area 3 and 5 digit zip codes:

3 digit – 200, 202, 203, 204, 205; 5 digit – 20108-20113, 20120, 20121, 20124, 20164, 20165, 20167, 20170-20172, 20190-20194, 22027, 22030-22033, 22035, 22038, 22040-22046, 22066, 22081, 22101-22103, 22124, 22180-22182, 22201-22210, 22213-22219, 22301-22332

Remote areas are more sparsely populated with fewer pickups close together. This results in less driver productivity due to the distance between the pickups and deliveries and thus the remote access service charges. Below is an example of a typical tariff item:

RULES AND OPTIONAL SERVICES

ITEM 751-30-D

PICKUP OR DELIVERY SERVICE

Except as otherwise provided, shipments picked up or delivered to the specific city location or 5 Digit Zip Codes listed below will be subject to the additional pickup or delivery charges, in addition to all other charges otherwise applicable.

CALIFORNIA

| ZIP | LOCATION | REMOTE ACCESS CHARGES (See Item 751-550 for Charges) | |
|----------|---------------|---|-----------------|
| | | PICKUP CHARGE | DELIVERY CHARGE |
| 93920 | Big Sur | ... | F |
| 93920 | ... | ... | F |
| 93921-23 | ... | ... | F |
| 93924 | Carmel Valley | ... | F |
| 93924 | ... | ... | F |
| 93926-27 | ... | ... | F |
| 93928 | ... | ... | H |
| 93930 | ... | ... | H |
| 93953 | Pebble Beach | ... | F |
| 93953 | ... | ... | F |
| 93960 | ... | ... | F |
| 94018-19 | ... | ... | F |
| 94020 | La Honda | ... | F |
| 94020 | ... | ... | F |
| 94037 | ... | ... | F |
| 94060 | Pescadero | ... | F |
| 94060 | ... | ... | F |
| 94074 | San Gregorio | ... | F |
| 94920 | ... | ... | F |
| 94939 | ... | ... | F |
| 94965 | ... | ... | F |
| 94975 | ... | ... | F |
| 95005 | Ben Lomond | ... | F |
| 95006 | Boulder Creek | ... | F |

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ITEM 751-550-C

PICKUP OR DELIVERY CHARGES
(Applies only where specific reference is made hereto)

| TABLE | RATE PER CWT | MINIMUM CHARGE | CHARGES PER SHIPMENT |
|-------|--------------|----------------|----------------------|
| A | \$22.00 | \$100.00 | ... |
| B | \$10.00 | \$ 64.00 | ... |
| C | ... | ... | \$ 22.00 |
| D | ... | ... | \$100.00 |
| E | ... | ... | \$ 85.00 |
| F | \$ 2.85 | \$100.00 | ... |
| G | \$ 2.85 | \$ 75.00 | ... |
| H | \$ 2.85 | \$125.00 | ... |
| J | ... | ... | \$50.00 (Intrastate) |
| | ... | ... | \$75.00 (Interstate) |

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CHAPTER 7

Special Damages Excluded?

What are special damages? Suppose you are sending a shipment to a trade show where you actually sell your product while on the exhibit floor. Then suppose your product doesn't arrive in time for the show. You would lose the sales and the profit from those sales. That is an example of "special damages". Another example would be machinery going to a location where a crew is standing by waiting to do the installation. If the shipment does not arrive as promised, the crew is sent home but you are still billed for their time. This cost would be considered "special damages". Suppose the product you are shipping is required to help keep a production line going and a plant shutdown would cost you a substantial penalty. This is considered "special damages".

Typically a carrier cannot be held responsible for special damages **"UNLESS IT IS NOTIFIED IN ADVANCE OF PICKUP AND HAS KNOWLEDGE OF THE CONSEQUENCES"**. Carriers have added provisions to their rules tariff that preclude "special consequences" claims and disavow responsibility even if they are notified in advance. See examples below:

This clause is found in the Liability Limitations section of the carrier's tariff.

Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the Bill of Lading the declared value of the property.

This clause was a separate item from the Liability Limitations.

ITEM 490 DELAYS – SPECIAL OR CONSEQUENTIAL DAMAGES

In no event will carrier be liable for any special or consequential damages arising from delay in delivery. Carrier makes no guarantees or warranties concerning delivery time. Any prior or contemporaneous representations regarding delivery schedules are acknowledged not to be binding on either party.

If a carrier handles a shipment under their special "Guaranteed Service Product Offering", the carrier's maximum liability would be limited to the refunding of freight charges, up to the full amount of the charge for that specific shipment, if the freight charges have been paid. If the freight charges have not been paid, then the carrier's maximum liability will be for the cancellation of the freight charges for that specific shipment

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This clause states that even if the carrier knew about the consequential damages that they are not responsible.

In no case will carrier be liable for any type of consequential, special indirect or exemplary damages including but not limited to loss of income or profits regardless whether not carrier knew or should have known such damages might be incurred.

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CHAPTER 8

Single Shipment Charges

What is a single shipment charge? A single shipment charge occurs when the shipper has only one shipment in a day that is picked up by the carrier that meets certain conditions. Typically it only applies if the shipment is below a certain weight or revenue level. This is an accessorial that most carriers will waive. Below are some samples:

ITEM 885

SINGLE SHIPMENT PICKUPS

1. Except as provided in 3. below, ODFL will not charge an additional pickup charge for picking up a single shipment weighing less than 500 pounds and unaccompanied by any other shipment.
 2. Single shipments weighing less than 500 pounds and unaccompanied by any other shipment, when picked up by a carrier other than ODFL, will be subject to an additional charge of: \$21.00.
 3. When on Florida Intrastate shipments, ODFL will assess an additional charge of: \$14.00 per shipment when a single shipment weighing less than 500 pounds is picked up unaccompanied by any other shipment.
-

Item 230

As an exception to Item 595 of NMF 100 Series, a single shipment with an actual weight of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of \$29.00 per shipment, in addition to all other lawfully applicable charges.

ITEM 885

SINGLE SHIPMENT CHARGE

Single shipments of less than 500 lbs. picked up at one time and site, unaccompanied by any other shipment of any description, from the same consignor, will be subject to an additional charge of \$29.00.

Published pallet rates with Carrier will be subject to the \$25.00 additional charge when one (1) pallet unaccompanied by any other shipment from the same consignor is tendered.

The provisions of this item do not apply on shipments tendered to carrier's terminal by consignor or consignor's agent nor on shipments picked up at the same time and place with any other shipment of any description from the same consignor, whether moving interstate, intrastate, intracity or foreign commerce to any destination within or beyond the territorial scope of this tariff.

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CHAPTER 9

Spot Quotes

There are times that it is possible to get a onetime quote from a carrier for shipments that take up 6 or more **regular** size skid places on a trailer, that will violate the Cubic Capacity or Linear Foot rules or weigh in excess of a certain weight. If the quote is less expensive than your normal LTL rate, you would want to accept it. This normally requires that you get a confirmation (contract) from the carrier. Normally the rate is only good for 48 to 72 hours before it expires.

What you need to know about “Spot Quotes”:

1. The quote is for the freight description you called into the carrier. If your quote is for 8 skids and you ship 9 skids, your quote is invalid and you will be assessed a higher charge. The same applies if the weight is different.
2. Most of the carriers have a released value of \$1 to \$2 per pound for spot quotes on the theory that you are getting a lower charge in return for lower liability protection. Some questions you need to ask about your shipment before you accept the rate:
 - a. What is the value of your shipment? Is the carrier’s released value enough to cover the cost of a claim in the event the entire shipment is lost or damaged?
 - b. Is this rate lower than my normal LTL rate? If not, you simply don’t write the confirmation number on the bill of lading and the carrier will apply your normal pricing.
 - c. Will the shipment get the same transit times (service) under the spot quote?

You are unlikely to get a spot quote going to every location you ship. Carriers normally only supply spot quotes in their backhaul, empty or less than full lanes.

Be sure and keep a copy of the spot quote and attach it to the carrier’s freight bill when it comes in for payment.

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CHAPTER 10

Storage

When a delivery cannot be made the carrier will hold the shipment for a short period of time to try and make delivery within a few days. If this cannot be accomplished, the carrier will place the shipment in Storage until the delivery can be made.

Typically, several things occur when this happens. First, the shipper (consignor) is notified that the shipment is being placed into storage. Second, the carrier's liability changes from that of a carrier to a warehouseman. Warehouseman typically have lower liability limits than does a carrier. Third, storage charges begin to accrue. Having a shipment go into Storage is not a desirable situation.

Below are a few of the storage items from LTL carriers.

STORAGE

Freight held in the carrier's possession by reason of an act or omission of the shipper, the consignee or the owner, and through no fault of the carrier, will be subject to the following provisions and charges:

1: Free time begins at 12:01 A.M. the day after the freight is offered for delivery or determined to be not deliverable by the carrier.

2: The term "Business Day" as used in this Item means Monday through Friday, excluding holidays as defined in Item 110 of this Tariff. Any fraction of a 24 hour period or hundred-weight will be increased to the next 24 hour period or hundred-weight.

3: After free time expires, the carrier's liability on a shipment held under the provisions of this item will be that of a warehouseman, and the carrier may transfer the shipment to a public warehouse at owner's expense. Storage charges under this Item will NOT apply on the day the carrier places the freight in a public warehouse. The carrier will bill for PUBLIC warehouse charges at cost plus 10%.

LTL SHIPMENTS (24 HOURS of FREE TIME)

STORAGE CHARGE per 100 LBS, per

24 HOURS

\$ 1.25

MINIMUM CHARGE per 24 HOURS

\$ 6.00

TRUCK LOAD SHIPMENTS (10,00 pound or more) or FULL TRAILERS (24 HOURS of FREE TIME)

STORAGE CHARGE per 100 LBS, per 24 HOURS

\$ 1.50

MINIMUM CHARGE per 24 HOURS

\$ 224.00

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910 STORAGE

1. When, through no fault of Carrier, freight is held in Carrier's possession by reason or act or omission of Consignor/Consignee or Owner, or for custom clearance or inspection, such freight will be considered stored and the following charges per shipment will apply:
 - A. When freight is held by Carrier:
 1. \$2.35 per cwt. per each 24 hours, subject to the following minimum and maximum charges:
 - a. Minimum charge, LTL, \$22 per shipment per each 24 hours, but not less than \$82 per shipment.
 - b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$164 per shipment.
 - c. Maximum charge, LTL and/or TL, or per pup if more than one pup or if a vehicle is used:
 1. \$164 for the first 24 hours or fraction thereof.
 2. \$219 for the second 24 hours or fraction thereof.
 3. \$328 for the third and each succeeding 24 hours or fraction thereof.
 - B. When freight is placed in a public warehouse:
 1. \$3.28 per cwt. per each 24 hours, subject to the following minimum and maximum charges:
 - a. Minimum charge, LTL and/or TL, \$82.
 - b. Maximum charge, LTL and/or TL, or per pup or a vehicle if more than one pup is used, \$932.
 2. STORAGE charges will begin accruing at 12:01 AM the first business day following arrival notice (see Item 750 for definition of arrival notice) to Consignor/Consignee, except no charges will apply on deliveries if actual tender of delivery is made within 24 hours after such notice of arrival has been given, nor on day of actual delivery. Storage charges will only be applicable on actual number business days such shipment is stored.
 3. When a shipment is placed On Hand, storage charges begin the next business day after Notice of Refused or On Hand Freight has been sent.
 4. When a shipment is on hand and disposition has not been received by the specified date shown on the issued notice, freight will be sold at public auction. A fee of \$261 will apply to cover all handling, administrative and other associated costs.

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GLOSSARY

The term "**ACTUAL PLACEMENT**", shall mean: The placing of a unit of the carrier's equipment at the site designated for loading or unloading.

The term "**CARRIER'S AGENT**", shall mean: An agent of a carrier of freight. Any individual, company, or concern other than an employee contracted to provide transportation, pickup, delivery, or other services designated by carrier in the name of the carrier.

The term "**CARRIER'S EQUIPMENT**", shall mean: Any motor truck or other self propelled highway vehicle, trailer, semi-trailer or any other combination of such highway vehicles operated by the carrier.

The term "**COASTWISE**", shall mean: By way of, or along the coasts in transportation by water.

The term "**COMPONENT PART**", shall mean: Any part of a shipment separately received by the carrier whether or not such part is separately delivered by the carrier; and any part of a shipment separately delivered by the carrier whether or not such part is separately received by the carrier.

The term "**RELEASED VALUE NOT TO EXCEED**", shall mean: Releases carrier from loss or damage liability beyond amount as specified in NMFC or as otherwise agreed or contracted.

The term "**CONSIGNEE**", shall mean: The person, firm or corporation shown on the shipping document as the party to whom the property is physically delivered by the carrier.

The term "**CONSIGNOR**", shall mean: The person, firm or corporation shown on the shipping document as the shipper of the property received by the carrier for transportation. Shipper and Consignor shall be equal and interchangeable terms in the carrier's Tariffs and Contracts.

The term "**DEBTOR**" shall mean: The person, firm or corporation obligated to pay accessorial charges, freight charges and or any other applicable charges to the carrier, whether consignor, consignee or other party.

The term "**DELIVERY**", shall mean: The service of the carrier in delivering freight, other than Household Goods, to dock, platform, or doorway directly accessible to truck at consignee's residence, warehouse, factory, store or similar place of business and includes transportation from the carrier's freight depot thereto.

The term "**DISTANCE TABLE**", shall mean: The applicable governing Distance Table as shown in Item 100 – Governing Publications.

The term "**DISTRIBUTION PACKAGE**", shall mean: Any primary distribution package authorized by the provisions of this Tariff or Classification Items. When a number of distribution 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

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package, the carrier's maximum liability will be determined by separately multiplying the released value times the weight of each individual distribution package lost or damaged and NOT on the basis of the weight of the total number of distribution packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package. Where a distribution package contains articles which have released value rates or ratings and articles which do not, the carrier's maximum liability is to be determined by multiplying the total weight of the distribution package by the released value.

The term "**EXCEPTION RATING**", shall mean: The Rating of any shipment using other than the current year Class, Distance Tariff published by carrier or actual classification of shipment as published in Tariff STB NMFC 100 series.

The term "**GOVERNING CLASSIFICATION or (GC)**", shall mean: The applicable governing classification as shown in Item 100 – Governing Publications.

The term "**HAZARDOUS MATERIALS**", shall mean: Articles described in the applicable governing Hazardous Materials Tariff as shown in Item 100 – Governing Publications.

The term —**HOLIDAY**", shall mean:

- New Years Day – Jan. 1
- Memorial Day – The last Mon. in May
- Independence Day – July 4
- Labor Day – The 1st Mon. in Sept.
- Thanksgiving Day – The 4th Thurs. in Nov.
- Day after Thanksgiving Day
- Christmas Eve – Dec. 24
- Christmas Day – Dec. 25

When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

The term "**IMMEDIATELY ADJACENT FREIGHT**", shall mean: Freight separated ONLY by an intervening public sidewalk from the parking space for the carrier to place its vehicle for loading and unloading. If a parking space suitable for the carrier to place its vehicle for loading or unloading is occupied or city ordinance prohibits its use, the nearest available parking space may be used.

The term "**INSIDE DELIVERY**", shall mean: The handling of freight at positions not immediately adjacent to the vehicle. When requested by the shipper or consignee, and the carrier's operating conditions permit, the carrier may move shipments from or to positions beyond the immediate adjacent loading or unloading position. Service defined under this Item will be provided to floors above or below the level accessible to carrier's equipment ONLY when elevator service is available and labor, when necessary to operate same is provided without cost to the carrier.

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The term "**JOINT LINE SHIPMENTS**", shall mean: Freight moving from the point of origin to the destination over the lines of two or more transportation companies on a through rate in which the carrier's agree to participate.

The term " **LESS THAN TRUCKLOAD (LTL)**", shall mean:

(A) Those **CLASS** rates which are determined by the use of the LTL Classes as shown in the CLASS COLUMN in the NMFC, or by exception ratings designated as LTL.

The term "**LOADING BY CARRIER**", shall mean: Freight tendered for loading situated by the consignor as to be directly adjacent and accessible to the carrier's vehicle. Loading includes the stowing and the counting of freight. The carrier will furnish **ONLY** one man per vehicle for loading, be he the driver or another carrier employee.

The term "**MAN-HOUR**", shall mean: The unit of work performed by one person in one hour.

The term "**MULTIPLE SERVICE SHIPMENT**", shall mean: A single Prepaid shipment consisting of:

- A: More than one component part picked up by the carrier, or
- B: More than one component part delivered to:
 - 1: One consignee at more than one point of destination; or
 - 2: More than one consignee at one or more points of destination.

The term "**NMFC**", shall mean: The current issue of the National Motor Freight Classification, as indicated in Item 100.

The term "**PALLETIZED SHIPMENT**", shall mean: A shipment tendered to and transported by the carrier on pallets, (Elevating-truck pallets or platforms or lift-truck skids). May be designated by the initials PLT.

The term "**PICKUP**", shall mean: The service of the carrier in calling for and collecting freight, other than Household Goods, at the dock, platform, or doorway directly accessible to trucks at the shipper's residence, warehouse, factory, store or similar place of business and receipting there for, and includes transportation there from to the premises of the carrier's freight depot.

The term "**POINT OF DESTINATION**", shall mean: The precise location at which property is physically delivered into the custody of the consignee or his agent. All points within a single industrial plant or receiving area of one consignee shall be considered as one point of destination. An industrial plant or receiving area of one consignee shall include **ONLY** contiguous property which shall **NOT** be deemed separate if intersected by **ONLY** one public street or thoroughfare.

The term "**POINT OF ORIGIN**", shall mean: The precise location at which property is physically by the consignor or his agent delivered into the custody of the carrier for transportation. All points within a single industrial plant or shipping area of one consignor shall be considered as one point of origin. An industrial plant or shipping area of one consignor shall include **ONLY** contiguous property which shall **NOT** be deemed separate if intersected by **ONLY** one public street or thoroughfare.

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The term "**POWER EQUIPMENT**", shall mean: Any gasoline, diesel, electric or gas driven equipment, including electric powered cranes and lift truck equipment.

The term "**PRIVATE RESIDENCE or NON COMMERCIAL**", shall mean: The entire premises on which a dwelling for living is located and includes apartments, churches, schools, camps, and other such locations. The term —Private Residence will NOT apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.

The term "**SAID TO CONTAIN (STC)**", shall mean: A shipment where the total piece count differs from the handling units tendered. Where the piece count is not verifiable due to being contained in boxes, on shrink wrapped pallets or other handling units.

The term "**SHIPPER LOAD AND COUNT (SLC)**", shall mean: The trailer unit was loaded with one or more shipments by the shipper. Carrier's driver, employee, or agent was not present to observe the loading and verify condition or count.

The term "**SHRINK WRAPPED PALLET (SWP)**", shall mean: A shipment tendered on a pallet, wrapped in a plastic film.

The term "**SPOT QUOTE**", shall mean: An estimated charge given to shipper outside of the normal tariff or contract rates

The term "**TAILGATE LOADING**", shall mean: Loading of the shipment into or upon carrier's equipment from a point at street level NOT more than 20 feet distant from said equipment or at other than street level when a vehicular ramp is provided and made available to the carrier.

The term "**TENDERED FOR DELIVERY**", shall mean:

A: The shipment offered for the consignee's disposal at the original point of destination; or

B: A telephone call to the consignee advising of the availability of a shipment, if substantiated with the name of the party called by the carrier and the date and time of the call; or

C: The mailing, faxing or emailing of a notice of arrival to the consignee.

The term "**TON**", shall mean: A weight of 2,000 pounds.

The term "**TRUCK**" or "**VEHICLE**", shall mean: Any vehicle or vehicles propelled or drawn by a power unit used in the transportation of property. When the vehicles consist of a power unit and two or more trailers or containers, the combined length of the trailers or containers must NOT exceed 64 feet measured along the center longitudinal line of each trailer or container floor.

The term "**UNIT (SET) and HALF-UNIT (HALF-SET) of CARRIER'S EQUIPMENT**", shall mean:

UNIT: A power unit and a set of doubles (two) trailers each NOT exceeding 28 feet in length each, physically connected so as to form a complete unit; or a single trailer NOT to exceed 53 feet.

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HALF-UNIT: One double trailer NOT exceeding 28 feet in length, forming one-half of a complete unit.

The term "**UNLOADING BY THE CARRIER**", shall mean: Freight unloaded by the carrier and situated at the delivery site directly adjacent and accessible to the carrier's vehicle. Unloading includes the counting of freight, receipt of all lawful charges due, and execution of the delivery receipt. The carrier will furnish **ONLY** one man per vehicle for unloading.

The term "**VOLUME (VOL.)**", shall mean: Except as provided in item 470, rates which are specifically made subject to a minimum weight of 10,000 pounds or more, charges will be assessed at the minimum weight specified, except that the actual weight will apply when in excess of the minimum weight.

The term "**WEIGHT**", shall mean:

TOTAL WEIGHT: The Actual Weight of the freight tendered to the carrier for shipment including pallets, crates or other packaging.

BILLED WEIGHT: The weight upon which the freight charges are based.