### **DAYTON FREIGHT LINES, INC.**

DAYTON FREIGHT LINES, INC. (ICC CERTIFICATE NO. MC-189528) and DFX EXPEDITE And DFT TRUCKLOAD

MOTOR TRANSPORTATION
TARIFF 19-K RELEASED MARCH 30, 2020
NAMING RULES AND SPECIAL SERVICE CHARGES
APPLYING ON
INTERSTATE AND INTRASTATE SHIPMENTS

(For reference to Governing Publications, See Item 100)

**RULES TARIFF – Effective July 13, 2020** 

This Tariff Applies on Both Inbound and Outbound Traffic

The provisions published herein will not result in an effect on the quality of the human environment.

Issued By:
Mark Browning, Vice President of Pricing and Traffic
P.O. Box 340
Vandalia, OH 45377

### **RULES AND REGULATIONS**

### **CHECK SHEET**

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Supplement(s) in Effect – None

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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### **RULES AND REGULATIONS**

### **GOVERNING PUBLICATIONS**

### **ITEM 100**

This tariff is governed, except as otherwise provided herein, by the following publications, including supplements thereto and subsequent reissues thereof AND is applicable on either INTERSTATE or INTRASTATE shipments, as the case may be, unless otherwise specifically indicated:

- (1) National Motor Freight Classification Series 100, Supplements thereto or reissues thereof.
- (2) Mileage Guide No. 16, ICC HGB 100 Series, Supplements thereto or reissues thereof. P C Miler Practical 2000

### **DEFINITION OF "LTL"**

### **ITEM 105**

Less than truckload shall mean all shipments subject to LTL ratings in the NMFC Series 100, supplements thereto or reissues thereof, weighing less than 10,000 pounds and/or occupying less than 15 feet of floor space on a trailer. In the event Dayton Freight inadvertently accepts a shipment outside of these parameters, the shipment shall be rated per Item 568 of this rules tariff. Shipments weighing between 10,001 and 19,999 shall be rated at the 10,000 pound LTL rate level less any applicable discount also subject to rates as defined in provisions below. Shipments that exceed 20,000 pounds or more shall be rated at actual weight using the 10,000 LTL rate level less any applicable discount also subject to provisions noted below.

Above provisions are subject to items 160, 568 and 930(5) of this tariff.

Any shipment subject to cube or cubic capacity guidelines shall be determined by multiplying the length times the width times the height (LxWxH) of the actual pallet and be divided by 1728 to calculate the cubic feet. Any shipment that cannot stack upon itself due to the shape, configuration, or is determined by Dayton Freight to have insufficient packaging shall be subject to a height of 96 inches in calculating cubic feet.

### **DEFAULT CLASSIFICATION**

### **ITEM 107**

In the event a shipment is inadvertently accepted for which a freight classification is not listed, NMF 100 series item number is not provided, or one cannot be established using the description on the bill of lading, a default class of 150 shall be applied to the shipment. However, upon proof of supporting documentation that shows clear evidence to arrive at the density of the shipment, it shall be rated at the applicable class shown below based on the density of the entire shipment. The density of the entire shipment will be calculated using the total weight divided by the total cubic feet.

At least 30 PCF or more – Class	65
At least 22.5 PCF but less than 30 PCF – Class	70
At least 15 PCF but less than 22.5 PCF – Class	85
At least 10PCF but less than 15 PCF – Class	110
At least 6 PCF but less than 10 PCF – Class	150
At least 5 PCF but less than 6 PCF – Class	200
At least 4 PCF but less than 5 PCF – Class	250
At least 3 PCF but less than 4 PCF – Class	300
Less than 3 PCF – Class	400

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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### **RULES AND REGULATIONS**

### TERMINATION OF RATES WITH OR WITHOUT CAUSE

**ITEM 109** 

Dayton Freight Lines, Inc. reserves the right at its sole discretion to terminate any pricing program subject to this rules tariff or any prior publications or revisions thereof with or without cause and shall not be required to meet any requested grace period before terminating published rates.

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### **RULES AND REGULATIONS**

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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### **RULES AND REGULATIONS**

### **DEFINITION OF "SHIPMENT"**

**ITEM 110** 

A "shipment" is a lot of freight received from one shipper at one point (or places within the confines of a single plant), on one day consigned to one consignee at one address and destination and covered by on Bill of Lading.

### APPLICATION OF TARIFF

**ITEM 150** 

The provisions of this Tariff apply in connection with any published class or Commodity Rate Tariff or Contract Rate (unless otherwise specifically mentioned), issued by DAYTON FREIGHT LINES, INC. or subsidiaries thereof (Kelley Transportation) and will be applicable on either INTERSTATE or INTRASTATE shipments, as the case may be.

### ALTERNATE APPLICATION OF RATES AND WEIGHTS

**ITEM 160** 

In no case shall the charge for any LTL shipment be greater than the charge for a greater quantity of the same kind of freight at the rate and weight applicable to such greater quantity of freight.

### APPLICATION OF LOADING/UNLOADING ALLOWANCES

**ITEM 315** 

- (1) Loading or unloading allowances shall be based on Carrier's actual cost of service provided by shipper or consignee which service should (or would) normally be provided by the Carrier.
- (2) Loading or unloading allowances based on weight shall be extended to actual weight only and not to "as weights". IE: "800 pounds as 1,000 pounds", the allowance shall be applied to the actual weight of 800 pounds.

### **PAYMENT OF CHARGES**

**ITEM 336** 

Freight charges are due and payable within fifteen (15) calendar days plus a grace period of fifteen (15) calendar days, resulting in maximum payment terms not to exceed 30 calendar days. When a properly rated freight bill remains unpaid after a period of 100 days, carrier will forward such bill(s) to an outside Collection Agency for collection purposes. At the time of the forwarding to such outside agency, any discount which had been extended on the original freight bill(s) will be revoked and Collection Agency (or carrier) will collect the gross amount of such original freight bill(s). The gross amount will be the freight charges before any discount which may have been extended at the time of subject shipment(s).

In addition, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

When a shipment is issued for payment of a carrier's freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of \$50.00 will apply.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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### **RULES AND REGULATIONS**

### ITEM 336 (continued)

### **PAYMENT OF CHARGES CONTINUED**

It is Dayton Freight Lines, Inc. policy to limit any freight bill adjustments to only unpaid bills, interline bills that are less than ninety (90) days old and/or for accounts that are within terms. We also reserve the right to adjust freight bills in order to preserve the integrity of the original Bill of Lading, any subsequent, viable Corrected Bills of Lading, assess any applicable accessorial fees and/or any certified Weight and Inspections.

When a Third Party (a party other than the Consignor/Consignee or its freight payment processor) is shown on the Bill of Lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:

### **ITEM 336**

- A. Shipment will be billed as "prepaid".
- A. Consignor does not execute Section 7 of the Bill of Lading.
- B. Consignor has established credit with originating Carrier.
- C. Consignor guarantees to pay all accrued charges if the Third Party fails to do so within the time allowed.
- D. Name and address of Third Party must be clearly shown on the original Bill of Lading.

### PAYMENT OF CHARGES DELINQUENT

### **ITEM 338**

Failure to make payment of freight charges within the prescribed credit terms for services performed will result in the following:

- (1) Forfeiture of all allowances, commodity rates, commission agreements brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, on any and all unpaid bills.
- (2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### MINIMUM PAYMENT AMOUNT FOR ALLOWANCE, DISCOUNT AND INCENTIVE CHECKS

### **ITEM 345**

Should a participant in an allowance, discount or incentive program fail to tender or receive a sufficient volume of business to earn a payment from the carrier of \$100.00 or more in a period (month, quarter or year as defined in the program), no payment will be made. Monthly rebates or incentives shall be calculated only on debtor revenue shipments and shall not include:

- Fuel Surcharge revenue
- Accessorial revenue
- Volume/TL rated shipments
- Spot quote shipments
- MC floor rated shipment
- Advance or beyond carrier charges
- Cartage and/or Interline shipments

Each period will stand on its own for payment computation purposes. Revenues or payments will not be accrued from one period to the next in order to meet the minimum payment requirement.

Should a participant fail to meet the \$100.00 minimum payment requirement for three consecutive periods the allowance, discount or incentive program will be rendered inapplicable and will be cancelled.

### **CAPACITY LOADS**

### **ITEM 390**

When a single shipment occupies the full visible capacity of a single vehicle not less than 40' feet in length, the charge for such vehicle so loaded will be based on the applicable quoted rate or \$5.00 per linehaul mile subject to a minimum charge of \$650.00. The terms "loaded to full visible capacity", "capacity loaded", "loaded to capacity" or "FVC" are synonymous and mean that the shipment consists of that quantity of freight which:

- (1) Occupies the entire loading space of a standard vehicle, or
- (2) So fills a standard vehicle in the manner loaded that no additional article in the shipping form tendered can be loaded in the vehicle, or
- (3) Because of unusual shape or dimensions or segregation necessary to separate from other freight, requires the entire standard vehicle.

Incidental damages or costs claimed to result from this failure to meet the published transit times.

### **LIABILITY – PUBLISHED TRANSIT TIMES**

### **ITEM 400**

Dayton Freight Lines, Inc. will make every effort to meet our published transit times for shipments tendered for transportation. In the instances where the transportation of an individual shipment does not meet our published transit times, however; Dayton Freight Lines, Inc. will not be liable to consignor, consignee or their agents for any and all direct, special or incidental damages or costs claimed to result from this failure to meet published transit times including, but not limited to, plant shutdowns, loss of sales and/or loss of profits.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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### **RULES AND REGULATIONS**

### **CLAIM RULES**

### ITEM 407 Carrier does follow and abide by:

- (a) Principles and Practices for the Investigation and Disposition of Loss and Damage Claims, I.C.C. Regulations on Freight Claims (Ex parte 263) (49 C.F.R. 1005).
- (b) Procedures Governing the Processing, Investigation and Disposition of Overcharges, Unidentified Payment, Duplicate Payment or Over-collection claims. (C.F.R. 1008) And both as amended by The Trucking Industry Reform Act of 1994, (49 U.S.C 10762 (a).
- (c) Maximum liability charge for repair of damaged goods not to exceed \$50.00 per hour.
- (d) Overcharge claims in amounts of \$3.00 or less per freight bill will not be accepted.
- (e) Claims for loss or damage on non-concealed freight must be filed within nine (9) months of the delivery date, or in the case of non-delivery, within nine (9) months of a reasonable time for delivery. Concealed damage claims are subject to the Item 300135 of the NMFTA Rules noted below.
- (f) At no time shall a customer deduct or offset any cargo claim or other alleged claim against charges owed to Dayton Freight Lines.
- (g) In no event shall Carrier be held liable for any special, incidental, or consequential damages (including damages resulting from loss, damage, or delay to shipment or
- (h) Commercial loss of any kind including damage to business reputation or loss of business profits, or
- (i) Loss, damage, or expenses directly or indirectly arising from the Carrier's services including failure to make a timely delivery, short delivery, or non-delivery whether or not Carrier has been advised of the possibility of such damage or loss
- (j) Including but not limited to, any penalties, fines, chargeback's, fees, loss of profits or income assessed by the Shipper, Consignee, or Third Party for failure to provide services up to and including specific transit times, scheduled deliveries (except as provided by in a Guaranteed Service delivery), or failure for transfer of documentation including but not limited to packing lists or customs forms, and/or information from consignor or consignee.
- (k) Packaging by Shipper must meet standard requirements set forth in the NMF-100 series, supplements thereto and reissues thereof.
- (1) The customer responsible for paying the freight charges may not offset any part of freight charges on any outstanding loss and/or damage, overcharge or over collected claim.
- (m) Should delivery of freight be refused by consignee or require storage due to no fault of the Carrier, Carrier's liability shall immediately be reduced to \$1.00 per pound subject to a maximum of \$1,000.00 from the time of refusal until the freight is actually loaded for delivery.
- (n) Concealed damage claims will be processed only if following the NMFTA ITEM 300135 reporting requirements:

(Continued on next page)

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **CLAIM RULES**

### ITEM 407 (continued)

- (1) When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery it must be reported by the consignee to the delivering carrier upon discovery.
- (2) Reports must include a request for inspection by the carrier's representative.
- (3) Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed by a written or electronic communication.
- (4) While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.
- (5) Unless otherwise specified by the carrier, notice of loss or damage should be provided to the carrier within five (5) business days from the date of delivery.
- (6) If five (5) business days, or such other period as specified by the carrier, pass between the date of delivery of the shipment by carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier.
- (7) Reasonable evidence includes, but is not limited to:
  - (a)Identifying the party(ies) responsible for unloading,
  - (b)Identifying the chain of custody of the article, including prior transportation by any mode,
  - (c) Location(s) of the article(s) once the shipment was received until the damage was noted,

Any mechanical or physical handling by the consignee subsequent to delivery by the carrier.

- (8) If a clear delivery receipt is available on the shipment, e.g. no damage or shortage is noted, the claimant must provide documentation showing that damage or loss occurred prior to delivery.
- (o) Piece Count Shipments tendered to carrier as pieces on pallets will be delivered on pallets. Subsequent shortage claims will not be honored if shrink wrap is intact and the correct number of pallets are delivered as tendered.
- (p) Inability to inspect at delivery when a company representative is not permitted to visually inspect the condition and/or contents of the shipment at delivery due to a policy of the consignee prohibiting them from being present at the time of unloading, any visible damage or shortage must be immediately communicated by the consignee to the company representative. Additionally, supporting documentation of the damage / shortage must be presented prior to the departure of the company representative otherwise the claim will not be honored.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **C.O.D. SHIPMENTS**

**ITEM 430** C.O.D. Shipments will be accepted for transportation by this carrier, subject to the following:

- (1) The amount of the C.O.D. must be noted on the Bill of Lading at the time shipment is tendered to the carrier. (See Note 1)
- (2) Except as otherwise provided in this Item, the charge for collecting and remitting the amount of each C.O.D. shipment will be:

### C.O.D. FEE

6% of requested C.O.D. amount, subject to a minimum charge of \$120.00.

- (3) Only the following forms of payment will be accepted in payment of C.O.D. amount, (a) Cash up to a maximum of \$250.00; (b) Bank Cashier's checks; (c) Bank Certified check; (4) Money order; (5) Personal check of the consignee when so authorized in writing or be endorsement on the Bill of Lading and shipping order by the consignor. All checks and money orders shall be made payable to consignor.
- (4) Carrier will not accept COD shipments with a value of more than \$80,000. If the carrier inadvertently accepts a shipment in excess of \$80,000, carrier's liability will not exceed \$10,000.
- (5) Carrier will not be liable for COD amounts not collectable as result of stop payments, insufficient funds, invalid signature, uncollected funds, forgery or any other factor outside of the carrier's immediate control.
- (6) In the event the carrier fails to collect the COD amount from the consignee, carrier's maximum liability for said COD amount shall be the invoice value of the goods, but not greater than \$10,000.
- (7) The carrier will accept checks and money orders only as the agent of the shipper and carrier's responsibility is limited to the exercise of due care and diligence in forwarding such documents to the shipper. If the COD payment should become lost in the mail, or any other form of transmission, it will be the sole responsibility of the shipper to make arrangements with the consignee for replacement of the lost COD payment.

# NOTE 1: Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading forms as shown in the NMFC. The letters "C.O.D." must be stamped, typed or written on all such Bills of Lading and shipping orders immediately before name of consignee: or "C.O.D." in red letters at least one inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all Bills of Lading and shipping orders. Only one C.O.D. amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street post office address of consignor and consignee must be shown on Bill

### (Continued on next page)

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### **RULES AND REGULATIONS**

### ITEM 430 (continued)

of Lading and shipping order. On straight Bills of Lading-Short form there must be shown in the space provided for "description of articles, special marks and exceptions", the following information:

Collection on Delivery (\$ amount) and remit to (address): C.O.D. Fee to Be paid by: () Shipper or () Consignee.

### NOTE 2:

(1) Upon collection of a C.O.D. bill, carrier shall remit each C.O.D. collection directly to the consignor or other person or persons designated by the consignor as payee, promptly and within ten days after delivery of the C.O.D. shipment to the consignee. (2) The carrier shall maintain a record of all C.O.D. shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment.

- (a) Number and date of freight bill
- (b) Name and address of shipper or other person or persons designated as payee
- (c) Name and address of consignee
- (d) Date shipment delivered
- (e) Amount of C.O.D.
- (f) Date collected by carrier
- (g) Date remitted to payee
- (h) Check number or other identification remittance to payee

### CUSTOMS OR IN-BOND FREIGHT/TERMINAL HANDLING FEE

### **ITEM 480**

A charge of \$3.00 per hundred pounds, subject to a \$75.00 minimum and \$300.00 maximum charge will be assessed for handling of IN-BOND freight or freight traveling under an "I.T.". This charge applies when carrier performs paperwork necessary for shipment to clear U.S. Customs.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **DETENTION CHARGES**

ITEM 500 LTL: Detention for vehicles with power units shall begin after exceeding the free time as noted

below in Note B and shall be based on the arrival time at Shipper or Consignee as recorded in Carrier's on-board computer equipment. When loading or unloading is delayed, the charge per vehicle for each additional 15 minutes, or fraction thereof, beyond the stated free time will be \$50.00 subject to a minimum of \$55.00. When Shipper tenders or Consignee receives more than one LTL shipment, the combined weight shall be used to determine the free time. Free time is stated in Note B.

**TL:** Truckload shall be defined as any shipment in excess of 10,000 pounds or any shipment classified as exclusive use. Detention for vehicles with power units

shall begin 60 minutes after the driver, or a party for the carrier has notified

Shipper or Consignee, whichever is applicable. The detention charge will be \$75.00 when the delay is 1 hour or less beyond the free time. For each additional 15 minutes or

fraction thereof, the charge will be \$75.00.

**NOTE A:** For the purpose of this Item, the terms "spotting" and "dropping" are considered synonymous and

are used interchangeable. Spotted trailers shall be allowed 12 free hours for the purpose of loading or unloading. Detention charges shall begin after the expiration of the free time. A flat

charge of \$150.00 per day shall apply.

**NOTE B:** Free time shall be calculated as follows:

Less than 1,000 lbs.

15 minutes
1,000 lbs. up to 4,999 lbs.
30 minutes
5,000up to 9,9999 lbs.
40 minutes
10,000 lbs. or more
60 minutes

**NOTE C:** Detention time shall end when loading or unloading is completed by the shipper, consignee, or its

representative and shall be based on the departure time of the premises as recorded in Carrier's on-

board computer equipment.

**NOTE D**: In the case where multiple bills are being picked up or delivered and based on the

combined weight the free time is exceeded as identified in Note B, the detention

charges shall be prorated based on the fraction of the weight of each individual shipment

of the total weight and invoiced on a per shipment basis.

**NOTE E**: The charges in this item shall be assessed against the payor of the freight charges as

identified on the original Bill of Lading.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **DISTANCES**

### **ITEM 510**

- A) The distance shall be computed from the point of loading to the point of unloading by the shortest allowable highway route and shall be ascertained by compilation of distances as shown in P C Miler Practical 2000 Mileage Guide 16, ICC HGB 100 Series, issued by Household Goods Carrier's Bureau, Inc. Agent.
- B) Where the shipper, consignee or owner requests transportation of a shipment over a route longer than the shortest route, the mileage over the longer route shall be used to determine the charge.
- C) In determination of mileage, fractions of a mile shall be increased to the next whole figure.

### **EXCLUSIVE USE OF VEHICLE**

### **ITEM 515**

Upon request by a shipper, a truck will be furnished for the exclusive use of the shipper (See Note) for the transportation of shipments. Charges will be computed at the legally published rates and weights applicable to the class 100 rate for 18,000 pounds and shall not be discounted. Each Bill of Lading and freight bill covering shipments for which exclusive use of the truck is provided, must be marked or stamped as follows:

"Exclusive use of truck ordered and payment of freight charges for exclusive use thereof is guaranteed by shipper."

**NOTE:** Based on carrier's availability of equipment and manpower for the time service is requested.

### HOMELAND SECURITY FEE

### **ITEM 520**

Dayton Freight Lines, Inc. will apply a Homeland Security Fee on all shipments moving across the Canadian/U.S. border (both Northbound and Southbound). Fee will be \$25.00 (U.S. dollars) per shipment.

### **HAZARDOUS MATERIALS FEE**

### **ITEM 521**

Shipments classified as Hazardous Materials in the NMFC 100 Series, will be subject to a flat charge of \$30.00 in addition to all other applicable charges.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### EXPLOSIVES AND OTHER DANGEROUS ARTICLES (HAZARDOUS MATERIALS)

Transportation of explosives and other dangerous articles (hazardous materials) will be Handled in accordance with the regulations published in Title 49 C.F.R.: Parts 101, 171 through 173 and 177 through 178.

### EXTRA LABOR - LOADING OR UNLOADING

ITEM 560 In the event extra labor is requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge will be as follows:

	Per man/per hour or Fraction thereof	Minimum charge per man
Monday – Friday	\$65.00	\$200.00
7:00 a.m. to 5:00 p.m.		
Saturday, Sunday, holidays	and/or	
5:01 p.m. – 6:59 a.m.	\$100.00	\$400.00

This provision does not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading. The party requesting the extra labor will be responsible for payment of the extra labor charges and any such request must be in writing or other acceptable form of communication.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **LINEAR FOOT**

### **ITEM 568**

Any single LTL shipment requiring 15 or more linear feet or fraction thereof (180" or more) of a vehicle across more than half of the useable width of the trailer, is subject to charges being based on the following shipment actual density and pounds per linear foot guidelines:

Actual Shipment Density	Shipment Rated at Pounds per Linear Foot
At least 22.5 PCF or greater	1,250 lbs. per LF
At least 10.5 but less than 22.5 PCF	1,000 lbs. per LF
At least 6 but less than 10.5 PCF	750 lbs. per LF
Less than 6 PCF	500 lbs. per LF

This item is applicable when the shipment requiring 15 or more linear feet or fraction thereof (180" or more) meets one or both of the following conditions:

- (1) The quantity of freight which, due to its shape, weight, or dimensions (See Notes 1 and 2) or because of its need to be segregated from other freight, requires 15 or more linear feet or fraction thereof (180" or more) across more than half of the useable width of the trailer.
- (2) The shipper requests on the BOL or applies instructions on the freight itself stating the shipment is to not to be double stacked preventing carrier from efficiently using the available cube of a trailer. In such cases, the linear feet occupied by the shipment shall be figured on the basis of the total linear feet used. Freight charges shall be determined using the actual class (FAK provisions shall not apply), appropriate scale of rates, less the applicable discount. Shipments of 20,000 pounds and up will be rated using the 10,000 pound scale of rates less any applicable discount.

Above provision is subject to Item 930(5) of this tariff.

Note 1: Shape, weight, or dimensions are defined as follows:

- a. Nature of the article
- b. Packaging or lack of packaging
- c. Pallets are "pyramided, "rounded off", or "topped off"
- d. Similar like-sized pallets will not load side by side and/or on themselves
- e. Weight of shipment cannot exceed 1,000 pounds per linear foot on Carrier's equipment. Should actual shipment weight exceed 1,000 pounds per linear foot of trailer space, the actual weight shall be divided by 1,000 to arrive at the linear feet assessed. For example: a shipment that occupies 14 linear feet but has an actual weight of 18,000 lbs. would be assessed a linear foot application of 18 feet.

### Note 2:

- a. At carrier's sole discretion, multiple shipments from the same shipper on the same day to the same Consignee may be considered as one shipment for the provision of this item.
- b. For the purposes of calculating density to determine the proper freight classification, the actual weight noted on the original Bill of Lading of shipment in question shall be used, unless certified inspection performed.
- c. Dayton Freight shall not be held liable to pinwheel or turn pallets to reduce the amount of linear feet utilized by the shipper.

### Note 3:

a. Please refer to the table below for sample applications:

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### ITEM 568 (continued)

Linear Feet Rated at:		Linear Feet	Linear Feet Rated at		ed at: Linear Feet		d at:	Linear Feet	Rated at:		
15 Feet	18,750	lbs.	23 Feet	28,750	lbs.	31 Feet	38,750	lbs.	39 Feet	47,500	lbs.
16 Feet	20,000	lbs.	24 Feet	30,000	lbs.	32 Feet	40,000	lbs.	40 Feet	47,500	lbs.
17 Feet	21,250	lbs.	25 Feet	31,250	lbs.	33 Feet	41,250	lbs.	41 Feet	47,500	lbs.
18 Feet	22,500	lbs.	26 Feet	32,500	lbs.	34 Feet	42,500	lbs.	42 Feet	47,500	lbs.
19 Feet	23,750	lbs.	27 Feet	33,750	lbs.	35 Feet	43,750	lbs.	43 Feet	47,500	lbs.
20 Feet	25,000	lbs.	28 Feet	35,000	lbs.	36 Feet	45,000	lbs.	44 Feet	47,500	lbs.
21 Feet	26,250	lbs.	29 Feet	36,250	lbs.	37 Feet	46,250	lbs.	45 Feet	47,500	lbs.
22 Feet	27,500	lbs.	30 Feet	37,500	lbs.	38 Feet	47,500	lbs.	46+ Feet	47,500	lbs.

Linear Feet	Rated	at:	Linear Feet	Rated	at:	Linear Feet	Rate	d at:	Linear Feet	R	ated at:
15 Feet	15,000	lbs.	23 Feet	23,000	lbs.	31 Feet	31,000	lbs.	39 Feet	39,000 II	bs.
16 Feet	16,000	lbs.	24 Feet	24,000	lbs.	32 Feet	32,000	lbs.	40 Feet	40,000 II	bs.
17 Feet	17,000	lbs.	25 Feet	25,000	lbs.	33 Feet	33,000	lbs.	41 Feet	41,000 II	bs.
18 Feet	18,000	lbs.	26 Feet	26,000	lbs.	34 Feet	34,000	lbs.	42 Feet	42,000 II	bs.
19 Feet	19,000	lbs.	27 Feet	27,000	lbs.	35 Feet	35,000	lbs.	43 Feet	43,000 II	bs.
20 Feet	20,000	lbs.	28 Feet	28,000	lbs.	36 Feet	36,000	lbs.	44 Feet	44,000 II	bs.
21 Feet	21,000	lbs.	29 Feet	29,000	lbs.	37 Feet	37,000	lbs.	45 Feet	45,000 ll	bs.
22 Feet	22,000	lbs.	30 Feet	30,000	lbs.	38 Feet	38,000	lbs.	46+ Feet	46,000 II	bs.

Linear Feet	Feet Rated at: Lin		ted at: Linear Feet Rated at:		Linear Feet	Rated at:		Linear Feet		Rated at:	
15 Feet	11,250	lbs.	23 Feet	17,250	lbs.	31 Feet	23,250	lbs.	39 Feet	29,250	lbs.
16 Feet	12,000	lbs.	24 Feet	18,000	lbs.	32 Feet	24,000	lbs.	40 Feet	30,000	lbs.
17 Feet	12,750	lbs.	25 Feet	18,750	lbs.	33 Feet	24,750	lbs.	41 Feet	30,750	lbs.
18 Feet	13,500	lbs.	26 Feet	19,500	lbs.	34 Feet	25,500	lbs.	42 Feet	31,500	lbs.
19 Feet	14,250	lbs.	27 Feet	20,250	lbs.	35 Feet	26,250	lbs.	43 Feet	32,250	lbs.
20 Feet	15,000	lbs.	28 Feet	21,000	lbs.	36 Feet	27,000	lbs.	44 Feet	33,000	lbs.
21 Feet	15,750	lbs.	29 Feet	21,750	lbs.	37 Feet	27,750	lbs.	45 Feet	33,750	lbs.
22 Feet	16,500	lbs.	30 Feet	22,500	lbs.	38 Feet	28,500	lbs.	46+ Feet	34,500	lbs.

	Lin	ear Foo	t Rule Applicatio	n based on A	ctual Sh	ipment Density lo	ess than 6 Po	CF excee	ding 15 LF of Trail	er Space	
Linear Feet	Rated	at:	Linear Feet	Rated	at:	Linear Feet	Rate	d at:	Linear Feet		Rated at:
15 Feet	7,500	lbs.	23 Feet	11,500	lbs.	31 Feet	15,500	lbs.	39 Feet	19,500	lbs.
16 Feet	8,000	lbs.	24 Feet	12,000	lbs.	32 Feet	16,000	lbs.	40 Feet	20,000	lbs.
17 Feet	8,500	lbs.	25 Feet	12,500	lbs.	33 Feet	16,500	lbs.	41 Feet	20,500	lbs.
18 Feet	9,000	lbs.	26 Feet	13,000	lbs.	34 Feet	17,000	lbs.	42 Feet	21,000	lbs.
19 Feet	9,500	lbs.	27 Feet	13,500	lbs.	35 Feet	17,500	lbs.	43 Feet	21,500	lbs.
20 Feet	10,000	lbs.	28 Feet	14,000	lbs.	36 Feet	18,000	lbs.	44 Feet	22,000	lbs.
21 Feet	10,500	lbs.	29 Feet	14,500	lbs.	37 Feet	18,500	lbs.	45 Feet	22,500	lbs.
22 Feet	11,000	lbs.	30 Feet	15,000	lbs.	38 Feet	19,000	lbs.	46+ Feet	23,000	lbs.

### **IMPRACTICABLE OPERATION**

**ITEM 570** 

In no case shall the carrier be required to perform pick-up or delivery service at any location from or to which it is impracticable to operate vehicles because of the condition of roads, streets, driveways, alleys or approaches thereto, inadequate loading or unloading facilities or due to any strike or riot.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### HANDLING FREIGHT NOT ADJACENT TO VEHICLE INSIDE DELIVERY OR PICK UP

### **ITEM 572**

- 1. When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the Carrier's vehicle. A charge of \$8.00 per 100 pounds, subject to a minimum charge of \$70.00 and maximum charge of \$250.00 will be applied to shipments needing this service.
- 2. Service will be provided to floors above or below the level accessible to the Carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate the same, is provided without cost to the Carrier.
- 3. Charges and payment for this service will follow the terms of the Bill of Lading. If charges are to be paid by a party other than debtor as prescribed in the Bill of Lading, acceptance for payment of services performed must be in writing or other acceptable form of communication. Charges for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

### LIMITATION OF SIZE AND WEIGHT

**ITEM 576** 

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles and facilities.

### LOADING OR UNLOADING AT PIERS OR WHARVES AND/OR MARITIME SERVICE FACILITIES

**ITEM 579** 

Shipments picked up or delivered to piers or other maritime service facilities where the carrier is assessed pier charges will be billed according to the policy of the maritime agency subject to the following charges:

\$10.50 per pallet with a minimum charge of six pallets for non-New York Area and ten pallets per shipment.

2. Unpalletized shipments will be billed at the following rates:

Minimum Charge	Minimum Charge New York Area	L5C	M5C	M1M	M2M	M5M	10M	20M
\$67.00	\$100.00	10.01	5.24	4.09	3.44	2.12	1.59	1.09

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### MARKING AND TAGGING FREIGHT - CHANGING MARKINGS OR TAGS

**ITEM 580** 

The provisions of NMFC Item 580 will apply; however, carrier will at the request of the Shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

Charge per package or piece of freight on which the marking or tag is changed or altered shall be \$4.00/cwt subject to a minimum charge per shipment of \$40.00 and maximum charge of \$250.00.

### MINIMUM CHARGE FLOOR

**ITEM 610** Except as otherwise provided, the minimum charge floor for an LTL shipment from one Consignor to one Consignee, on one Bill of Lading shall be as follows:

Intrastate and Interstate Shipments (between direct service points)	Not Less Than \$120.00
Intrastate and Interstate Shipments to or from Non-Direct point within Dayton Freight Lines Core Area	Not Less than \$135.00
Interline Shipments to or from A.Duie Pyle Exception: to/from zip ranges 100-104, 111-114,	Not Less Than \$135.00
200, 202-205	Not Less Than \$195.00
Interline Shipments to or from Cross Country Freight Solutions, MT, WY, & UT	Not Less Than \$145.00
Interline Shipments to or from Southeastern Freight Lines, Inc	Not Less Than \$135.00 Not Less Than \$170.00
Interline Shipments to or from AZ and NM:	
From or to KS	Not Less Than \$105.00
From or to MO, IA, or NE	Not Less Than \$115.00 Not Less Than \$125.00
From or to IN, KY, MN or IL From or to OH, MI, PA,TN, WI, WV, AR, SD	Not Less Than \$125.00 Not Less Than \$135.00
Interline Shipments to or from Oak Harbor	
Freight Lines, Inc.	Not Less Than \$185.00
To or from All Other Interline Points	Not Less Than \$170.00
Interline Shipment to or from Canadian Provinces PQ, and ON	Not Less Than \$135.00

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### **ITEM 620**

### "BUMPING" ARTIFICIAL CALCULATION OF DENSITY

1.) This item is cancelled due to removal from NMFC by the Commodity Classification Standards Board effective August 26, 2019.

### MIXED SHIPMENTS ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

**ITEM 630** 

(Exception to NMFC Item 640; Sec. 3. (b) – Separate Articles)

- 1. At carrier's sole discretion, shipments that consist of differently classed items in one or more handling units that have been inspected will be rated at the equivalent class based on the total density of the entire shipment, per item 3.
- 2. When shipments contain commodities subject to density based classification and sub groups per NMF-100 within the same piece, package, or shipment, carrier at its sole discretion shall rate the shipment per item 3 based on the density of the entire shipment.

3. 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	175
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

### MIXED SHIPMENT - TRUCKLOAD

**ITEM 645** 

Unless otherwise provided herein, when a number of different articles for which the same or different ratings or rates are provided in straight truckloads, are shipped at one time by one consignor to one consignee at one destination, as a truckload shipment, they will be charged for at the actual or authorized estimated weight and at the straight truckload rate (not mixed truckload rate) applicable to each article. The truckload minimum weight will be the highest provided for any article in the mixed truckload and any deficit in the minimum weight will be charged for at the lowest truckload rating or rate applicable to any article in the mixed truckload.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### BILLS OF LADING - CORRECTED

**ITEM 646** 

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.

A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid.

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 the carrier. A charge of \$30.00 will be assessed against the payer of the freight charges for processing such corrected bills of lading. 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.

Corrected bills of lading changing the description, density or weight of commodities in a shipment will not be accepted by the carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected bill of lading. A charge of \$30.00 will be assessed against the payer of the freight charges for processing such corrected bills of lading.

### BILLS OF LADING - CONSOLIDATED

ITEM 646-01

When a 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, the carrier, at its option, may combine the bills of lading for all such shipments into a master 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.

### NOTIFICATION PRIOR TO DELIVERY

**ITEM 647** 

When a Bill of Lading or other shipping order is tendered bearing any notation requesting carrier to notify consignee prior to delivery by any means whatsoever, the charge for this service shall be \$44.00 per shipment. Charges are to be paid by the party responsible for all other charges (Consignor if ppd and Consignee if col). If there is no request for notification on the shipping document, but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed. Charges are to be billed to the party responsible for all other charges (Consignor if ppd, Consignee if col).

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### **OVERFLOW SHIPMENTS**

- **ITEM 672** When truckload freight is tendered to the carrier in excess of the capacity that can be loaded in or on one truck, the following shall apply:
  - 1) The shipment must be made from one point, by one consignor in one day, on one Bill of Lading, to one consignee, at one destination, except as provided in Item 900 (STOP OFFS).
  - 2) Bills of Lading, shall show actual weight loaded on each vehicle:
  - 3) Each truck, except truck carrying the excess, must be loaded as heavily as loading conditions will permit, to the loading capacity of the truck if practicable and each truck so loaded charged at actual authorized estimated weight, subject to the established truckload minimum weight and at the truckload rate or rating applicable.
  - 4) The excess of quantity that can be loaded in or on one truck shall be charged at actual or authorized estimated weight, and at the truckload rate or rating applicable to the entire shipment, except when the excess freight occupies the loading capacity of the truck, such excess freight shall be considered as an additional truckload and charged for as provided in paragraph (3) of this item.
  - 5) The freight bill for each truck, whether for the excess or the full load must give reference to freight bill for each truck used in transporting the shipment.
  - 6) A truck shall be considered loaded "as heavily as loading conditions will permit" or "to the loading capacity" when the weight of the shipment loaded in or on the truck is not less than the applicable truckload minimum weight, or when because of the character of the freight, no more of the same kind of freight can be loaded in or on the truck.

### PICK-UP AND DELIVERY SERVICE

**ITEM 750** Unless otherwise provided, the rates named herein include both pick-up and delivery to one accessible location on the premises of the consignor and consignee, within the limits of villages, towns, cities and points and places from or to with rates apply.

# ARBITRARY CHARGES - NEW YORK CITY AND WASHINGTON DC AND VIRGINIA AREA (Exception to Item 750)

**ITEM 750-01** TERRITORIAL APPLICATION – This item applies only from or to the three digit prefix zip codes 100, 101, 102, 11201, 11210, 11215, 11217,11225, 11226, 11234, 11238, 11354, 11355, 11368, 11372, 11373 and 200-205. An additional charge of \$75.00 shall apply.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# <u>ARBITRARY CHARGES - COLORADO, NORTH AND SOUTH DAKOTA, MINNESOTA, MONTANA</u> and <u>UTAH</u>

(Exception to Item 750)

**ITEM 750-015** TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below serviced by CCYQ.

							N	IINNESOTA	A CCYO	2 POINT	S			
ARCO	561	13	15.00	CLA	RKFIELD	4	6223		G	ATZKE		56724	30.0	0
BALATON	561	15	15.00	CO	RRELL	4	6227	15.00	F	OUR TO	WN	56727	30.0	0
CHANDLER	561	22	15.00	GH	ENT	4	6239	15.00	G	RYGLA		56727	30.0	0
EDGERTON	561	28	15.00	но	LLOW	1	6249	15.00	K	ARLSTA	0	56732	30.0	0
HENDRICKS	561	36	15.00	MA	RIETTA		6257	15.00	L	AKE BRO	NSON	56734	30.0	0
HOLLAND	561		15.00	NA:	SSAU	4	6257	15.00	L	ANCAST	ER	56735	30.0	0
IHLEN	561	40	15.00	MIL	AN	4	6262	15.00	C	RLEANS	5	56735	30.0	0
VANHOE	561		15.00	HIG	H LANDI		6275		Н	OLT		56738	30.0	
JASPER	561		15.00	OD	ESSA		6276		N	EWFOL	DEN	56738	30.0	0
LAKE BENTON	561		15.00		RTER		6280			ALOL		56756	30.0	
HADLEY	561		15.00		INTON		6291			NGLUNI	)	56758	30.0	
LAKE WILSON	561		15.00		TSON		6295			LORIAN		56758	30.0	
LEOTA	561		15.00	FLC			6541			TRANDO		56758	30.0	
LYND	561		15.00		JDETTE		6623			TRATHO		56759	30.0	
FLORENCE	561		15.00		OSEVELT		6673		_	IKING	J.11/1	56760	30.0	
RUTHTON	561		15.00	SW			6682			KIME		56761	30.0	
TROSKY	561		15.00		LIAMS		6686			VANNAS	KΛ	56761	30.0	
WOODSTOCK	561		15.00		TON		66687			/ARROA		56763	30.0	
BELLINGHAM	562		15.00	-	OGER		56714			AIRVIEV		59221	50.0	
BELLINGHAM	302	.12	15.00							HIRVIEV	·	39221	50.0	
AGAR	57520	40.00	HISL		UTH DAKO 57577	40.00		BUFFALO GA	P 5772	2 40 00	SΔ	VOY	57756	40.00
	57521		-	NBLEE	57577	40.00		CAPUTA		40.00		OJAN	57756	40.00
HAYES	57537		WIT		57584	40.00		FARMINGDA				STLE ROCK		40.00
HERRICK	57538			SHER		40.00		ELM SPRING		5 40.00		OVER	57760	40.00
DEAL	57541	_	WO		57585	40.00		ENNING	_	7 40.00		WELL	57760	40.00
	57542			LE BUTTE	57625	40.00		FAIRBURN		3 40.00		PAN	57762	40.00
KADOKA	57543	_	GRE	EN GRASS	57625	40.00		FRUITDALE	57742	40.00	NIS	SLAND	57762	40.00
ONG VALLEY	57547	40.00	FIRE	STEEL	57628	40.00		HERMOSA	5774	40.00	OE	LRICHS	57763	40.00
OWER BRULE	57548	40.00	GLEI	NCROSS	57630	40.00		RED SHIRT	5774	40.00	00	SLALA	57764	40.00
HARRINGTON	57551	40.00	ISAE	BEL	57633	40.00		HOT SPRING	S 5774	7 40.00	OP	PAL	57765	40.00
HILLSIDE COLONY	57551	40.00	KELI	ORON	57634	40.00		HOWES	57748	40.00	OR	RAL	57766	40.00
ИARTIN	57551	40.00	BEA	R CREEK	57636	40.00		PLAINVIEW	57748	40.00	PIN	NE RIDGE	57770	40.00
PATRICIA	57551	40.00	LAN	TRY	57636	40.00		INTERIOR	57750	40.00	PO	RCUPINE	57772	40.00
SWETT	57551		LITT	LE EAGLE	57639	40.00		POTATO CRE			IM	LAY	57780	40.00
	57551		MAH		57643	40.00		KEYSTONE		1 40.00		ENIC	57780	40.00
CAPA	57552		MOI	rristown	57645			MT RUSHMO			SM		57782	40.00
/IIDLAND	57552	_		BER LAKE	57656	40.00		BEAR BUTTE		40.00			57787	40.00
OTTUMWA	57552	_		IL CITY	_	40.00		BROWNSVILI					57787	40.00
OKATON	57562			_KER	57659	40.00		CHEYENNE C			-	IION CENTI	-	40.00
	57564			ΓAUGA	57660			ELMORE		40.00	VA		57788	40.00
ROSEBUD	57570	_	ALLE		57714	_		HANNA	_	40.00			57792	40.00
WO STRIKE	57570	_		ESLAND	_	40.00		HEREFORD	_	40.00	W	DUNDED KI	57794	40.00
ST CHARLES	57571	40.00	DEN	IBY	57716	40.00		MANDERSON	N 5775	5 40.00				

(Continued on next page)

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# <u>ARBITRARY CHARGES - COLORADO, NORTH AND SOUTH DAKOTA, MINNESOTA, MONTANA</u> <u>and UTAH</u>

### (Exception to Item 750)

ITEM 750-015 (continued)

			SOUTH DAK	ота со	YQ POINTS	S - continued					
EDEN	57232	75.00									
	<b>.</b>			<b></b>	F					r	
ALCESTER	57001		HAZEL	57242		CLAYTON	57332		CRANDALL	57434	25.00
BIG SPRINGS	57001		KRANZBURG	57245			57332			57434	25.00
NORA	57001		LABOLT	57246	25.00		57335			57435	25.00
DAVIS	57021		MARVIN	57251	25.00	GEDDES	57342		FAULKTON	57438	25.00
ELKTON	57026		NEW EFFINGTON	57255	25.00		57344		MIRANDA	57438	25.00
WARD	57026		ORTLEY	57256	25.00	JOUBERT	57344		NORBECK	57438	25.00
HUDSON	57034		PEEVER	57257	25.00		57353			57438	25.00
MENNO	57045		ALBEE	57259	25.00	ESMOND	57353		FREDERICK	57441	25.00
OLDHAM	57051	25.00	REVILLO	57259	25.00	IROQUOIS	57353		GETTYSBURG	57442	25.00
OLIVET	57052	25.00	ROSLYN	57261	25.00	MANCHESTER	57353	25.00	HOSMER	57448	25.00
RAMONA	57054	25.00	SOUTH SHORE	57263	25.00	OSCEOLA	57353	25.00	HOUGHTON	57449	25.00
MAXWELL COLON	57059	25.00	STOCKHOLM	57264	25.00	PEARL CREEK	57353	25.00	HOVEN	57450	25.00
SCOTLAND	57059	25.00	STRANDBURG	57265	25.00	KAYLOR	57354	25.00	IPSWICH	57451	25.00
TRENT	57065	25.00	TROY	57265	25.00	LAKE ANDES	57356	25.00	PLAINVIEW C	57451	25.00
UTICA	57067	25.00	SUMMIT	57266	25.00	RAVINIA	57357	25.00	LANGFORD	57454	25.00
VALLEY VIEW	57072		TORONTO	57268	25.00		57359			57455	25.00
VOLIN	57072		TWIN BROOKS	57269	25.00	STORLA	57359		LEOLA	57456	25.00
WAKONDA	57073		HILLHEAD	57270	25.00	MARTY	57361			57457	25.00
WINFRED	57076		MARLOW	57270	25.00	NEW HOLLAN			MELLETTE	57461	25.00
ASTORIA	57213		VEBLEN	57270	25.00		57367		MINA	57462	25.00
BADGER	57214		NAPLES	57271	25.00	AURORA CENT			CHELSEA	57465	25.00
BRADLEY	57217		VIENNA	57271	25.00	STICKNEY	57375			57465	25.00
CROCKER	57217		WALLACE	57271	25.00	TRIPP	57376		ONAKA	57465	25.00
	57218			_						_	_
BRANDT			BUSHNELL	57276	25.00	VIRGIL	57379		ORIENT	57467	25.00
BRUCE	57220		WHITE	57276	25.00		57382		POLO	57467	25.00
CLAIRE CITY	57224		HIAWATHA BEACH		25.00	SPRING VALLE				57468	25.00
HAMMER	57224		MADSEN BEACH	57279	25.00	WESSINGTON			ROCKHAM	57470	25.00
CORONA	57227	25.00	SOUTH DAKOTA P		25.00	YALE	57386		LOYALTON	57471	25.00
HARTFORD BEACH		25.00	WILMOT	57279	25.00	AKASKA	57420		ROSCOE	57471	25.00
LINDEN BEACH	57227	25.00	ALPENA	57312	25.00	AMHERST	57421	25.00	SENECA	57473	25.00
SHADY BEACH	57227	25.00	ARMOUR	57313	25.00	ASHTON	57424		STRATFORD	57474	25.00
ERWIN	57233	25.00	BONESTEEL	57317	25.00	ATHOL	57424	25.00	TOLSTOY	57475	25.00
FLORENCE	57235	25.00	CANOVA	57321	25.00	BARNARD	57426		TURTON	57477	25.00
GARDEN CITY	57236	25.00	EPIPHANY	57321	25.00	BRENTFORD	57429	25.00	LONG LAKE C	57481	25.00
BEMIS	57238	25.00	CORSICA	57328	25.00	COLUMBIA	57433	25.00	WESTPORT	57481	25.00
GOODWIN	57238	25.00	HILLSIDE	57328	25.00	TACOMA PARI	57433	25.00	WETONKA	57481	25.00
GRENVILLE	57239	25.00	DELMONT	57330	25.00	CONDE	57434	25.00			
HAYTI	57241	25.00									
THOMAS	57241	25.00									
MILESVILLE	57553	100.00	MAURINE	57626	100.00	CREIGHTON	57729	100.00			
MISSION RIDGE	57557	100.00	RED SCAFFOLD	57626	100.00	PEDRO	57729	100.00			
NORRIS	57560	100.00	USTA	57626	100.00	ARDMORE	57735	100.00			
PARMELEE	57566	100.00	GLAD VALLEY	57629	100.00	DEWEY	57735	100.00			
SPRING CREEK	57572	100.00	LODGEPOLE	57640	100.00	EDGEMONT	57735	100.00			1
ST FRANCIS	57572	100.00	MCINTOSH	57641	100.00	IGLOO	57735	100.00			
TUTHILL	57574	100.00	MEADOW	57644	100.00	KYLE	57752	100.00			-
WEWELA	57578	100.00	PARADE	57647	100.00	SHARPS CORN		100.00			-
BISON	57620	100.00	PRAIRIE CITY	57649	100.00	LUDLOW	57755	100.00			-
	_			_							
SORUM	57620	100.00	RALPH	57650	100.00	MUD BUTTE	57758	100.00			-
BULLHEAD	57621	100.00	REVA	57651	100.00	ZEONA	57758	100.00			-
CHERRY CREEK	57622	100.00	LAPLANT	57652	100.00	NEMO	57759	100.00			-
DUPREE	57623	100.00	RIDGEVIEW	57652	100.00	PROVO	57774				
IRON LIGHTNING	57623	100.00	WHITEHORSE	57661	100.00	RUMFORD	57774	100.00			
RED ELM	57623	100.00	BUFFALO	57720	100.00	REDIG	57776	100.00			
THUNDER BUTTE	57623	100.00	LADNER	57720	100.00	REDOWL	57777	100.00			
FAITH	57626	100.00	CAMP CROOK	57724	100.00	ROCHFORD	57778	100.00			

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# <u>ARBITRARY CHARGES - COLORADO, NORTH AND SOUTH DAKOTA, MINNESOTA, MONTANA</u> <u>and UTAH</u>

### (Exception to Item 750)

### ITEM 750-015 (continued)

						OTA CCYQ POINTS		_			_
MARMARTH	58643	100.00	FORTUNA	58844	100.00	ALSEN	58311		HAMAR	58380	75.00
BALFOUR		100.00	ALKABO	58845	100.00	LOMA	58311		TOLNA	58380	75.00
BUTTE	58723	100.00	GRENORA	58845	100.00	CALIO	58322		ARENA	58412	75.00
DRAKE	58736	100.00	HANKS	58856	100.00	CALVIN	58323	75.00	DENHOFF	58430	75.00
KARLSRUHE	58744	100.00	ZAHL	58856	100.00	HAMPDEN	58338	75.00	GOODRICH	58444	75.00
KIEF	58747	100.00	HASTINGS	58049	75.00	HANSBORO	58339	75.00	LITCHVILLE	58461	75.00
SHERWOOD	58782	100.00	KATHRYN	58049	75.00	CLYDE	58352	75.00	MCCLUSKY	58463	75.00
ALAMO	58830	100.00	ANETA	58212	75.00	MUNICH	58352	75.00	MARION	58466	75.00
APPAM	_	100.00	HANNAH	58239	75.00	PEKIN	58361		PETTIBONE	58475	75.00
CORINTH			KLOTEN	58254	75.00	ROCK LAKE	58365		ROBINSON	58478	75.00
AMBROSE	58833	100.00	MCVILLE	58254	75.00	SARLES	58372		SUTTON	58484	75.00
	58838	100.00	MAIDA	58255	75.00	STARKWEATHER			TUTTLE	58488	75.00
COLGAN	58844	100.00	WALES	58281	75.00	TOKIO	58379		WING	58494	75.00
COLONIA	300-1-1	100.00	VV/ALLS	30201	75.00	TORIO	30373	7 3.00	WOODWORTH		75.00
									oob.iioiiii	.50.50	73.00
ABERCROMBIE	58001	25.00	BATHGATE	58216	25.00	BROCKET	58321	25.00			
ABSARAKA	58002			58219	25.00	EGELAND	58331		BOWDON	58418	25.00
AMENIA	58002		DAHLEN	58224		ESMOND	58332		HEATON	58418	25.00
ARTHUR	58004		FINLEY	58230	25.00	FT TOTTEN	58335		CATHAY	58422	25.00
BLANCHARD	58006		FORDVILLE	58230	25.00	KNOX	58343		EMRICK	58422	25.00
CAYUGA	58009		CONWAY	58233	25.00	LAWTON	58345		CHASELEY	58423	25.00
BRAMPTON	58013		FOREST RIVER		25.00	HARLOW	58345		DICKEY	58423	25.00
				58235	_		_	_		_	25.00
COGSWELL	58017		GILBY		25.00	LEEDS	58346		FORBES	58439	
	58017		HONEYFORD	58235	25.00	MADDOCK	58348		FULLERTON	58441	25.00
ERIE	58029			58235	25.00	ORRIN	58359		GRACE CITY	58445	25.00
FAIRMOUNT	58030		HATTON	58240	25.00	PENN	58362		HURDSFIELD	58451	25.00
FINGAL	58031		INKSTER	58244	25.00	PERTH	58363		JESSIE	58452	25.00
ENGLEVALE	58033		ORR	58244	25.00	PLEASANT LAKE			ALFRED	58454	25.00
FT RANSOM	58033		MEKINOCK	58258	25.00	ST JOHN	58369		JUD	58454	25.00
GALESBURG	58035		PISEK	58273	25.00	ST MICHAEL	58370		NORTONVILLE		25.00
HUNTER	58048	25.00	SHARON	58277	25.00	WARWICK	58381	25.00	KENSAL	58455	25.00
MCLEOD	58057	25.00	BACKOO	58282	25.00	GARSKE	58382	25.00	MCHENRY	58464	25.00
MANTADOR	58058	25.00	LEROY	58282	25.00	WEBSTER	58382	25.00	ADRIAN	58472	25.00
NOME	58062	25.00	WALHALLA	58282	25.00	BAKER	58386	25.00	MILLARTON	58472	25.00
PILLSBURY	58065	25.00	AGATE	58310	25.00	YORK	58386	25.00	MONTPELIER	58472	25.00
SHELDON	58068	25.00	BISBEE	58317	25.00	BERLIN	58415	25.00	REGAN	58477	25.00
WALCOTT	58077	25.00	BREMEN	58319	25.00	BINFORD	58416	25.00	WIMBLEDON	58492	25.00
									YPSILANTI	58497	25.00
ALMONT	58520	40.00	RHAME	58651	40.00	KENASTON	58746	40.00	SAWYER	58781	40.00
BRADDOCK	58524	40.00	ANAMOOSE	58710	40.00	KENMARE	58746	40.00	CARBURY	58783	40.00
GOLDEN VALL	58541	40.00	ANTLER	58711	40.00	NIOBE	58746	40.00	LANDA	58783	40.00
MERCER	58559	40.00	BANTRY	58713	40.00	NORMA	58746	40.00	ROTH	58783	40.00
RALEIGH	58564	40.00	BELDEN	58715	40.00	GARDENA	58748	40.00	SOURIS	58783	40.00
RIVERDALE	58565	40.00	BENEDICT	58716	40.00	KRAMER	58748	40.00	TOLLEY	58787	40.00
SELFRIDGE	58568	40.00	BOWBELLS	58721	40.00	GRANO	58750	40.00	VELVA	58790	40.00
SHIELDS	58569	40.00	COTEAU	58721	40.00	LANSFORD	58750	40.00	BERGEN	58792	40.00
BREIEN	58570	40.00	CARPIO	58725	40.00	LIGNITE	58752	40.00	VOLTAIRE	58792	40.00
SOLEN	58570	40.00	HARTLAND	58725	40.00	MCGREGOR	58755	40.00	WESTHOPE	58793	40.00
ZAP	58580	40.00	COLUMBUS	58727	40.00	MARTIN	58758	40.00	HAMLET	58795	40.00
DODGE	58625	40.00	CROSBY	58730	40.00	ECKMAN	58760	40.00	WILDROSE	58795	40.00
DUDGE DUNN CENTER		40.00	DEERING	58730	40.00	MAXBASS	58760	40.00	ALEXANDER	58831	40.00
GOLVA	58632	40.00	DONNYBROOK		40.00	NEWBURG	58762	40.00	CHARBONNE		40.00
HALLIDAY	58636	40.00	DOUGLAS	58735	40.00	RUSSELL	58762	40.00	RAWSON	58831	40.00
TWIN BUTTES	58636	40.00	FLAXTON	58737	40.00	NOONAN	58765	40.00	ARNEGARD	58835	40.00
LEFOR	58641	40.00	NORTHGATE	58737	40.00	PORTAL	58772	40.00	KEENE	58847	40.00
MARSHALL	58644	40.00	GLENBURN	58740	40.00	BATTLEVIEW	58773	40.00	BUFORD	58853	40.00
NEW HRADEC	58648	40.00	WOLSETH	58740	40.00	POWERS LAKE	58773	40.00	TRENTON	58853	40.00
			COULEE	58746	40.00	RUSO	58778	40.00			

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# <u>ARBITRARY CHARGES - COLORADO, NORTH AND SOUTH DAKOTA, MINNESOTA, MONTANA</u> <u>and UTAH</u> (Exception to Item 750)

### ◆ITEM 750-015 (continued)

Shi	Shipments interlining with CCYQ to or from CO zip codes stated below will be subject to an additional charge, as stated, in addition to all other														
	applicable charges.														
80106	\$150.00	80449	\$150.00	80648	\$150.00	80754	\$50.00	81026	\$150.00	81147	\$150.00	81623	\$150.00	81650	\$150.00
80118	\$45.00	80456	\$150.00	80649	\$25.00	80816	\$150.00	81027	\$150.00	81235	\$150.00	81624	\$150.00	81653	\$150.00
80420	\$150.00	80463	\$150.00	80653	\$25.00	80819	\$150.00	81036	\$150.00	81249	\$150.00	81630	\$150.00		
80423	\$150.00	80498	\$50.00	80732	\$150.00	80820	\$150.00	81040	\$150.00	81252	\$150.00	81640	\$150.00		
80425	\$150.00	80536	\$150.00	80736	\$45.00	80827	\$150.00	81055	\$150.00	81323	\$150.00	81641	\$150.00		
80426	\$150.00	80545	\$150.00	80737	\$25.00	80831	\$45.00	81070	\$50.00	81413	\$150.00	81642	\$150.00		
80432	\$150.00	80612	\$150.00	80742	\$50.00	80864	\$150.00	81071	\$150.00	81522	\$150.00	81649	\$150.00		

		as	state	ed, in add	to all other applicable cha	rges.		
Antelope	MT	59211	\$	100.00	McCabe	MT	59218	\$ 100.00
Boyes	MT	59316	\$	150.00	Medicine Lake	MT	59247	\$ 100.00
Broadus	MT	59317	\$	150.00	Outlook	MT	59252	\$ 100.00
Dagmar	MT	59219	\$	100.00	Peerless	MT	59253	\$ 100.00
Deerfield Colony	MT	59457	\$	75.00	Plentywood	MT	59254	\$ 100.00
Flaxville	MT	59222	\$	100.00	Redstone	MT	59257	\$ 100.00
Four Buttes	MT	59263	\$	100.00	Reserve	MT	59258	\$ 100.00
Froid	MT	59226	\$	100.00	Rexford	MT	59930	\$ 75.00
Garneill	MT	59453	\$	50.00	Scobey	MT	59263	\$ 100.00
Hobson	MT	59452	\$	50.00	Troy	MT	59935	\$ 200.00
Homestead	MT	59242	\$	100.00	Two Dot	MT	59085	\$ 75.00
Hysham	MT	59038	\$	75.00	Westby	MT	59275	\$ 100.00
Libby	MT	59923	\$	75.00	Whitetail	MT	59276	\$ 100.00
Lustre	MT	59225	\$	100.00	Winnett	MT	59087	\$ 60.00
Martinsdale	MT	59053	\$	75.00	Ponemah	MN	56666	\$ 35.00

# Shipments interlining with MIDW to or from zip codes stated below will be subject to an additional charge as stated, in addition to all other applicable charges.

City	St	Zip	Su	rcharge	City	St	Zip	Surcha	arge
Alton	UT	84710	\$	35.00	Lake Town	UT	84038	\$	100.00
Aneth	UT	84510	\$	100.00	Manila	UT	84046	\$	100.00
Bigwater /Annex of l	UT	84741	\$	150.00	Meadowville	UT	84038	\$	100.00
Bluff	UT	84512	\$	100.00	Mexican Hat	UT	84531	\$	100.00
Bonanza	UT	84008	\$	100.00	Montezuma Cre	UT	84531	\$	100.00
Boulder	UT	84716	\$	100.00	Monument Valle	UT	84536	\$	100.00
Bullfrog	UT	84533	\$	100.00	Ouray	UT	84063	\$	100.00
Devils Slide	UT	84050	\$	100.00	Randlett	UT	84063	\$	100.00
Dutch John	UT	84023	\$	100.00	Randolph	UT	84063	\$	100.00
Escalante	UT	84726	\$	100.00	Round Valley	UT	84038	\$	100.00
Garden City	UT	84028	\$	100.00	Snowville	UT	84336	\$	100.00
Gouldings Lodge	UT	84536	\$	100.00	Swains Creek	UT	84762	\$	35.00
Halchita	UT	84531	\$	100.00	Ticaboo	UT	84533	\$	100.00
Hanksville	UT	84734	\$	100.00	Ucolo	UT	84535	\$	100.00
Lake Powell / Wahw	UT	84533	\$	200.00	Woodruff	UT	84066	\$	100.00

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# NO SERVICE POINTS (Exception to Item 750)

**ITEM 750-016** NO SERVICE POINTS. The following are listed as no service points. Carrier reserves the right to refuse freight. Additional fees may apply.

State	Zip								
ΑZ	86022	MT	59035	MT	59336	MT	59921	OR	97817
ΑZ	86052	MT	59052	MT	59337	MT	59928	OR	97848
CA	90704	MT	59053	MT	59338	MT	59936	OR	97864
CA	93208	MT	59055	MT	59341	ND	58757	OR	97902
CA	93265	MT	59058	MT	59343	NV	89045	OR	97903
CA	95223	MT	59062	MT	59345	NV	89310	OR	97904
CA	95364	MT	59066	MT	59351	NV	89405	OR	97910
CA	95545	MT	59067	MT	59424	NV	89406	OR	97920
CA	95558	MT	59075	MT	59430	NV	89424	UT	84010
CA	95568	MT	59077	MT	59440	NV	89510	UT	84028
CA	95965	MT	59081	MT	59441	NV	89825	UT	84029
CA	96031	MT	59085	MT	59444	NV	89301	UT	84034
CA	96048	MT	59219	MT	59446	NV	89311	UT	84533
CA	96125	MT	59225	MT	59447	NV	89314	UT	84710
CA	95646	MT	59230	MT	59450	NV	89421	UT	84728
CA	95720	MT	59231	MT	59451	NV	89425	UT	84741
CA	95919	MT	59240	MT	59452	NV	89426	UT	84762
CA	95925	MT	59241	MT	59456	NV	89801	WA	98070
CA	95930	MT	59244	MT	59463	NV	89815	WA	98222
CA	95935	MT	59250	MT	59465	NV	89826	WA	98243
CA	95936	MT	59252	MT	59469	NV	89830	WA	98245
CA	95944	MT	59253	MT	59471	NV	89831	WA	98250
CA	95962	MT	59256	MT	59479	NV	89832	WA	98261
CA	95972	MT	59260	MT	59480	NV	89833	WA	98279
CA	95984	MT	59273	MT	59489	NV	89834	WA	98280
CA	95986	MT	59276	MT	59524	NV	89835	WA	98281
CA	96112	MT	59311	MT	59527	OR	97001	WA	98286
ID	83253	MT	59312	MT	59529	OR	97057	WA	98297
ID	83633	MT	59314	MT	59535	OR	97484	WA	98303
ID	83243	MT	59315	MT	59537	OR	97641	WA	98331
ID	83637	MT	59316	MT	59542	OR	97710	WA	98388
MN	56711	MT	59317	MT	59544	OR	97711	WA	98920
MN	56741	MT	59318	MT	59545	OR	97721	WA	98921
MN	56685	MT	59319	MT	59546	OR	97722	WY	83012
MT	59007	MT	59322	MT	59645	OR	97732	WY	83013
MT	59012	MT	59324	MT	59854	OR	97736	WY	82725
MT	59020	MT	59332	MT	59916	OR	97750		

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### <u>ARBITRARY CHARGES – ARIZONA</u> (Exception to Item 750)

ITEM 750-018 TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below.

Zip	Surcharge	Zip	Surcharge	Zip	Surcharge
85290	\$50.00	86024	\$95.00	86445	\$95.00
85292	\$50.00	86028	\$95.00	86502/Chambers	\$95.00
85320	\$50.00	86030	\$95.00	86502/Wide Ruins	\$225.00
85321	\$95.00	86031	\$95.00	86503	\$95.00
85325	\$50.00	86033	\$95.00	86504	\$95.00
85328	\$95.00	86034	\$95.00	86505	\$95.00
85332	\$50.00	86035	\$95.00	86506	\$95.00
85341	\$95.00	86036	\$95.00	86507	\$95.00
85348	\$50.00	86039	\$95.00	86508	\$95.00
85357/Wendon	\$50.00	86040	\$95.00	86509	\$95.00
85357/Alamo	\$170.00	86042	\$95.00	86510	\$95.00
85360	\$65.00	86043	\$95.00	86511	\$95.00
85360	\$65.00	86044	\$95.00	86512	\$95.00
85362	\$50.00	86045	\$95.00	86514/Red Mesa	\$95.00
85371	\$95.00	86046	\$95.00	86514/Teec Nos Pos	\$170.00
85530	\$50.00	86047/Dilkon	\$225.00	86515	\$95.00
85533	\$50.00	86047/Winslow	\$50.00	86520	\$95.00
85534	\$50.00	86052	\$225.00	86535	\$95.00
85535	\$50.00	86053	\$95.00	86538	\$95.00
85540	\$50.00	86054	\$95.00	86540	\$95.00
85601	\$95.00	86320	\$95.00	86544	\$95.00
85620	\$50.00	86321	\$65.00	86545	\$95.00
85627	\$50.00	86331	\$50.00	86547	\$95.00
85632	\$95.00	86332	\$50.00	86549	\$95.00
85633	\$95.00	86337	\$95.00	86556	\$95.00
85634	\$95.00	86338	\$50.00	86016	\$95.00
85639	\$95.00	86411	\$95.00	86540	\$95.00
85922	\$95.00	86412	\$95.00	86544	\$95.00
85932	\$50.00	86431	\$95.00	86545	\$95.00
85942	\$95.00	86432	\$225.00	86547	\$95.00
86003	\$95.00	86433	\$95.00	86549	\$95.00
86016	\$95.00	86434	\$95.00	86556	\$95.00
86020	\$95.00	86437	\$95.00	86021	\$225.00
86441	\$95.00	86022	\$225.00	86443	\$95.00
86023	\$95.00	86444	\$95.00		

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### <u>ARBITRARY CHARGES – TEXAS</u> (Exception to Item 750)

ITEM 750-019 TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below.

Zip	Surcharge	Zip	Surcharge	Zip	Surcharge
76930	\$100.00	79372-79373	\$100.00	79758-79759	\$100.00
76932	\$100.00	79376-79378	\$100.00	79760-79769	\$ 75.00
76951	\$100.00	79383	\$100.00	79770	\$100.00
78851	\$100.00	79701-79712	\$ 75.00	79772	\$100.00
79316	\$100.00	79713-79714	\$100.00	79776-79783	\$100.00
79323	\$100.00	79718-79719	\$100.00	79785-79786	\$100.00
79331	\$100.00	79730-79731	\$100.00	79788-79789	\$100.00
79342	\$100.00	79734-79735	\$100.00	79830-79832	\$100.00
79345	\$100.00	79738-79745	\$100.00	79842-79843	\$100.00
79351	\$100.00	79748-79749	\$100.00	79854	\$100.00
79355	\$100.00	79752	\$100.00	79358-79360	\$100.00
79754-79756	\$100.00				

### **CONSTRUCTION SITE PICK-UP OR DELIVERY**

### ITEM 750-02

Shipments picked-up or delivered to construction sites will be subject to an additional charge of \$9.50 per 100 lbs., subject to a minimum charge of \$105.00 per shipment and a maximum charge of \$250.00 per shipment. This charge will be in addition to all other applicable charges and is not subject to any discount provisions.

The term construction site shall be defined as the site of any construction of buildings, roads bridges or other structures, including the entire property upon which the construction is taking place and delivery to any facility located on such property.

Charges and payment for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services performed must be in writing or other acceptable form of communication.

Service shall only be rendered at locations deemed safe and accessible to the vehicle and company personnel.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### ARBITRARY CHARGES – CANADA

### (Exception to Item 750)

**ITEM 750-020** TERRITORIAL APPLICATION – This item applies only from or to the Canadian sites listed below. Rates are subject to increase without notice.

Site	< 5,000 pounds	> 5,000 pounds
Albian Sands/Sharkbite	\$141.00	\$162.00
Anzac/Nexen Long Lake/Atco Alberta	\$141.00	\$172.00
Athabasca Lodge	\$151.00	\$183.00
Aurora Mine	\$141.00	\$162.00
Beaver Ridge Lodge	\$151.00	\$183.00
Birch Mountain Resources	\$141.00	\$162.00
CNRL/Horizon	\$172.00	\$204.00
Connacher Great Divide/Alger	\$334.00	\$376.00
Conoco Philips/Surmont	\$141.00	\$172.00
Crow Creek Site	\$600.00	\$600.00
Deer Creek/Deer Lake	\$172.00	\$204.00
Devon Dover	\$156.00	\$193.00
Fire Bag/Husky	\$412.00	\$443.00
Fort Hills	\$162.00	\$193.00
Fort Mackay/Fort McKay	\$172.00	\$204.00
Hangingstone	\$131.00	\$157.00
Henday Site	\$412.00	\$443.00
Japan Canada	\$131.00	\$157.00
Joslyn Creek	\$172.00	\$204.00
Kearl Lake/Kerl Lake	\$334.00	\$355.00
McKay River/MacKay River/Black Sands	\$141.00	\$162.00
Mariana Lake	\$141.00	\$162.00
MRC	\$141.00	\$162.00
Muskeg River Mine	\$141.00	\$162.00
Nexen Kinosis Site	\$172.00	\$204.00
Pan Canadian	\$141.00	\$162.00
Pebble Beach	\$412.00	\$443.00
Pembine Pipeline Algar	\$141.00	\$162.00
Pembine Pipeline AOSPL	\$141.00	\$162.00
PTI Dismantle	\$172.00	\$204.00
River Water Intake Project	\$365.00	\$386.00
Southern Pacific Site	\$182.00	\$214.00
Susan Lake	\$141.00	\$162.00
Wapasu Creek	\$412.00	\$443.00

### Continued next page

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### Item 750-020 (continued) ARBITRARY CHARGES – CANADA

**High Cost Congested Region Surcharge:** Shipments picked up, or delivered to, any of the below postal code ranges will be subject to the \$40.00 per shipment additional charge.

Tananta ON	MAD MAC MAC MAD MAE MAC MAH MAI MAI MAI MAI MAN MAO
Toronto, ON	M4B, M4C, M4C, M4D, M4E, M4F, M4G, M4H, M4I, M4J, M4K, M4L, M4M, M4O,
	M4Q, M4S, M4T, M4U, M4V, M4W, M4X, M4Y, M4Z, M5A, M5B, M5C, M5D, M5E,
	M5F, M5G, M5H, M5I, M5J, M5K, M5L, M5O, M5P, M5Q, M5R, M5S, M5T, M5U,
	M5V, M5W, M5X, M5Y, M5Z, M6D, M6F, M6G, M6H, M6I, M6J, M6K, M6O, M6Q,
	M6R, M6T, M6U, M6V, M6W, M6X, M6Y, M6Z, M7A, M7B, M7C, M7D, M7E, M7F,
	M7G, M7H, M7I, M7J, M7K, M7L, M7M, M7N, M7O, M7P, M7Q, M7R, M7S, M7T,
	M7U, M7V, M7W, M7X, M7Y, M7Z, M8A, M8B, M8C, M8D, M8E, M8F, M8G, M8H,
	M8I, M8J, M8K, M8L, M8M, M8N, M8O, M8P, M8Q, M8R, M8S, M8T, M8U, M9D,
	M9E, M9F, M9G, M9H, M9I, M9J, M9K, M9N, M9O, M9Q, M9S, M9T, M9U, M9X,
	M9Y, M9Z
Montreal, QC	H2W, H2X, H2Y, H2Z, H3B, H3C, H3E, H3G, H3H, H3J, H3K, H4Z, H5A, H5B
Vancouver, BC	V6B, V6C, V6E, V6G, V6Z, V7X, V7Y

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

### **RULES AND REGULATIONS**

### <u>ARBITRARY CHARGES – NEW MEXICO</u> (Exception to Item 750)

**ITEM 750-021** TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below. An additional charge of \$80.00 shall apply.

87013	PUEBLO PINTADO	87511	LOS LUCEROS	87529	EL PRADO	
87013	WHITE HORSE	87512	AMALIA	87530	EL RITO	
87017	GALLINA	87513	ARROYO HONDO	87531	RINCONADA	
87018	COUNSELORS	87514	ARROYO SECO	87531	EMBUDO	
87027	LA JARA	87515	CANJILON	87537	HERNANDEZ	
87029	LINDRITH	87516	CANONES	87539	LA MADERA	
87037	NAGEEZI	87517	CARSON	87540	GALISTEO	
87046	REGINA	87518	CEBOLLA	87540	LAMY	
87064	YOUNGSVILLE	87519	CERRO	87543	LLANO	
87313	LAKE VALLEY	87520	CHAMA	87551	BRAZOS	
87315	FENCE LAKE	87521	OJO SARCO	87553	PENASCO	
87321	EL MORRO	87521	CHAMISAL	87556	QUESTA	
87321	RAMAH	87522	CHIMAYO	87557	LLANO QUEMADO	
87327	ZUNI	87522	CUNDIYO	87557	TALPA	
87328	CRYSTAL	87523	CORDOVA	87557	RANCHOS DE TAOS	
87328	NAVAJO	87524	COSTILLA	87558	RED RIVER	
87357	PINEHILL	87525	TAOS SKI VALLEY	87560	GONZALES	
87412	GOBERNADOR	87528	LUMBERTON	87560	SAN MIGUEL	
87420	BECLABITO	87528	MONERO	87560	RIBERA	
87510	ABIQUIU	87528	DULCE	87561	RODARTE	
87561	PENASCO	87732	MORA	88038	GILA	
87564	SAN CRISTOBAL	87733	MOSQUERO	88039	ALMA	
87566	CHAMITA	87734	BLACK LAKE	88039	MOGOLLON	
87566	EL GUIQUE	87734	OCATE	88039	PLEASANTON	
87567	SANTA CRUZ	87735	OJO FELIZ	88039	GLENWOOD	
87573	TERERRO	87736	RAINSVILLE	88040	HACHITA	
87575	EL VADO	87740	RATON	88042	KINGSTON	
87575	ENSENADA	87742	TIERRA MONTE	88042	HILLSBORO	
87575	LA PUENTE	87742	ROCIADA	88045	VIRDEN	
87575	TIERRA AMARILLA	87743	ROY	88049	MIMBRES	
87577	TRES PIEDRAS	87745	SAPELLO	88051	MULE CREEK	
87578	TRUCHAS	87746	SOLANO	88056	RODEO	
87579	SIPAPU SKI	87747	SPRINGER	88112	BROADVIEW	
87579	TRES RITOS	87749	UTE PARK	88115	DORA	
87579	VADITO	87752	WAGON MOUND	88116	ELIDA	
87580	VALDEZ	87820	ARAGON	88118	FLOYD	
87581	VALLECITOS	87821	HORSE SPRINGS	88120	GRADY	

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

# <u>ARBITRARY CHARGES – NEW MEXICO (Continued)</u> <u>(Exception to Item 750)</u>

ITEM 750-021 TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below. An additional charge of \$80.00 shall apply.

87582	LYDEN	87939	MONTICELLO	88336	HONDO
87582	VELARDE	87943	WINSTON	88338	LINCOLN
87583	VILLANUEVA	88020	COTTON CITY	88339	ELK
87710	ANGEL FIRE	88020	ANIMAS	88339	MAYHILL
87711	ANTON CHICO	88025	BUCKHORN	88340	MESCALERO
87712	BUENA VISTA	88028	RIVERSIDE	88341	NOGAL
87713	CHACON	88028	CLIFF	88343	PICACHO
87714	CIMARRON	88029	COLUMBUS	88344	DUNKEN
87715	CLEVELAND	88034	FAYWOOD	88344	PINON
87718	IDLEWILD	88121	HOUSE	88410	AMISTAD
87718	EAGLE NEST	88122	KENNA	88412	BUEYEROS
87722	GUADALUPITA	88123	LINGO	88414	CAPULIN
87723	HOLMAN	88124	MELROSE	88415	STEAD
87728	MAXWELL	88125	MILNESAND	88415	CLAYTON
87729	MIAMI	88126	PEP	88416	CONCHAS DAM
87730	MILLS	88132	ROGERS	88417	CUERVO
87731	EL PORVENIR	88231	EUNICE	88418	DES MOINES
87731	GALLINAS	88250	HOPE	88419	FOLSOM
87731	LEDOUX	88252	JAL	88422	FARLEY
87731	MONTEZUMA	88256	LOVING	88422	GLADSTONE
87821	DATIL	88263	MALAGA	88424	GRENVILLE
87824	LUNA	88265	MONUMENT	88426	LOGAN
87825	ALAMO	88301	CARRIZOZO	88427	MCALISTER
87825	MAGDALENA	88312	ALTO	88430	NARA VISA
87827	PIE TOWN	88314	BENT	88433	RAGLAND
87829	OMEGA	88316	CAPITAN	88434	GLENRIO
87829	RED HILL	88317	CLOUDCROFT	88434	SAN JON
87829	QUEMADO	88318	CORONA	88436	SEDAN
87830	APACHE CREEK	88323	FORT STANTON	88437	SENECA
87830	LOWER SAN	88324	GLENCOE	88439	TREMENTINA
87830	RESERVE	88325	HI RLS MTN PARK		

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### <u>ARBITRARY CHARGES – CHICAGO AND DETROIT</u>

### (Exception to Item 750)

ITEM 750-022 TERRITORIAL APPLICATION – This item applies only from or to the zip codes listed below.

A \$25.00 fee shall apply for the following Detroit, MI zip codes: 48201, 48202, 48204, 48206, 48207, 48208, 48216 and 48226.

A \$50.00 fee shall apply for the following Chicago, IL zip codes: 60607, 60610, 60612, 60613, 60614, 60622, 60630, 60642, 60657, 60661, 60664, 60670, 60680 and 60681.

A \$75.00 fee shall apply for the following Chicago, IL zip codes: 60601, 60602, 60603, 60604, 60605, 60606, 60611, and 60654

### PICKUP OR DELIVERY-ISLANDS OF MARTHA'S VINEYARD, NANTUCKET, MA

ITEM 750-025 When the carrier is requested to pick up or deliver freight at Martha's Vineyard, MA or Nantucket, MA the following rates per hundredweight will be assessed in addition to all other lawful charges. Rates apply in dollars and cents per hundredweight.

		Minimum						
Zip	Class	Charge:	L5C	M5C	M1M	M2M	M5M	M10M
02535	50	\$78.38	3653	3653	3201	2464	1783	1254
02539	55	78.38	3959	3959	3415	2803	1866	1312
02552	60	78.38	4273	4273	3625	3130	1951	1366
02557	65	78.38	4515	4515	3771	3322	2058	1448
02568	70	78.38	4750	4750	3918	2172	1532	996
02573	77.5	78.38	5326	5326	4392	4005	2396	1577
02575	85	78.38	5904	5904	4841	4554	2614	1614
	92.5	78.38	7013	7013	5812	4700	2884	
	100	78.38	8119	8119	7121	4847	3150	
	110	78.38	8931	8931	7833	5331	3465	
	125	78.38	10149	10149	8901	6058	3938	
	150	78.38	12179	12179	10682	7270	4725	
02554	50	\$91.88	4189	4189	3705	2995	2301	1618
02564	55	91.88	4507	4507	3914	3327	2414	1695
02584	60	91.88	4823	4823	4129	3658	2529	1768
	65	91.88	5043	5043	4261	3905	2687	1884
	70	91.88	5261	5261	4389	4151	2854	2001
	77.5	91.88	5843	5843	4868	4618	3147	2062
	85	91.88	6418	6418	5354	5065	3439	2129
	92.5	91.88	7707	7707	6444	5355	3798	
	100	91.88	8995	8995	7541	5645	4156	
	110	91.88	9894	9894	8295	6209	4572	
	125	91.88	11244	11244	9427	7056	5195	
	150	91.88	13492	13492	11312	8468	6234	

Note A: No class is to be rated higher than Class 150.

Note B: If normal charges are moving on an FAK that FAK class will be honored in this instance.

Note C: For the purpose of billing, the weight of the shipment shall include the pallet weight.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

### **RULES AND REGULATIONS**

### ITEM 750-026

# <u>ARBITRARY CHARGES – EASTERN KENTUCKY</u> (Exception to Item 750)

TERRITORIAL APPLICATION – This item applies only from or to the five digit zip codes listed below. An additional charge of \$40.00 shall apply.

40387	41366	41564	41729
40806	41367	41566	41731
40823	41385	41567	41736
40826	41390	41568	41739
40831	41421	41571	41740
40855	41425	41572	41743
40862	41426	41601	41746
40870	41435	41602	41751
41124	41464	41603	41759
41149	41465	41604	41760
41159	41472	41605	41772
41171	41501	41606	41773
41203	41503	41607	41774
41204	41512	41612	41804
41214	41513	41615	41810
41216	41514	41616	41812
41219	41519	41619	41815
41222	41522	41621	41817
41224	41524	41622	41821
41226	41526	41630	41822
41230	41527	41631	41824
41231	41528	41632	41825
41232	41531	41635	41826
41234	41534	41636	41828
41238	41535	41640	41831
41240	41537	41642	41832
41250	41538	41643	41834
41254	41539	41645	41835
41255	41540	41647	41836
41256	41542	41649	41837
41257	41543	41650	41838
41260	41544	41651	41839
41262	41547	41653	41840
41263	41548	41655	41843
41265	41553	41659	41844
41267	41554	41660	41845
41271	41555	41663	41847
41274	41557	41666	41848
41301	41558	41667	41849
41317	41559	41669	41855
41332	41560	41701	41858
41339	41561	41712	41859
41348	41562	41722	41861
41352	41563	41725	41862

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# CALIFORNIA COMPLIANCE FEE/ARBITRARY CHARGES

## ITEM 750-0265

Due to higher regulatory compliance costs, any shipment that originates from or is destined to the state of California shall be subject to a flat fee of \$9.00 and shall be billed to the paying party as identified on the Bill of Lading.

Shipments picked up and/or delivered to the following metro area zip codes will be assessed an arbitrary charge as follows:

Deliveries Only to Bay Area zips 94001-94021; 94025-94031; 94037-94038; 94044-94083: \$4.00/cwt subject to a minimum fee of \$32.00, maximum fee of \$150.00.

San Francisco, CA (94101-94199): \$5.50/cwt subject to minimum fee of \$40.00, maximum fee of \$300.00.

Seattle, WA (98101, 98104, 98121, 98174) \$4.00/cwt subject to minimum fee of \$32.00, maximum fee of \$300.00.

# PICKUP OR DELIVERY- ARBITRARY CHARGES FOR FLORIDA POINTS

**ITEM 750-027** Shipments originating from or destined to the following points will be assessed charges shown below:

	Charge per Shipment
Boco Grande, FL 33921	\$75.00
Captiva, FL 33924	\$75.00
Sanibel, FL 33957	\$75.00
Miami Beach, FL 33139, 33140, 33141, 33154	\$12.00
Key Biscayne, FL 33149	\$18.71
Dodge Island, FL 33132	\$18.71
Fisher Island, FL 33109	\$86.48

## ARBITRARY CHARGES - HARSENS ISLAND, MICHIGAN

<u>ITEM 750-028</u> All shipments to or from Harsens Island, Michigan 48028 shall be assessed an additional \$75.00 charge per shipment.

# **BARGE OR FERRY SERVICE**

**ITEM 750-03** In the event a shipment must be delivered via barge or ferry service charges will be assessed as follows:

Charge per 100 pounds Minimum Charge \$9.50 \$125.00

These charges will be in addition to all other applicable charges.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# **ARBITRARY CHARGES – MACKINAW BRIDGE**

**ITEM 750-031** Shipments originating from or destined to the following points will be assessed a \$11.50 in addition to standard freight charges, fuel and any other applicable accessorials:

49783 49715 49780 49724 49788 49719 49745 49781 49774

# **ARBITRARY CHARGES - NEBRASKA**

**ITEM 750-032** Shipments originating from or destined to the following CCYQ points will be assessed as follows:

			Neb	raska (CCYQ) points ad	ditional fee \$2	5.00:			
ABIE	68001	OTOE	68417	STROMSBURG	68666	WAUSA	68786	HAYES CENTER	69032
BRUNO	68014	PERU	68421	SURPRISE	68667	WAYNE	68787	IMPERIAL	69033
CERESCO	68017	PLYMOUTH	68424	ULYSSES	68667	WISNER	68791	MAX	69037
ITHACA	68033	AGNEW	68428	ALLEN	68710	ARCHER	68816	HAMLET	69040
LINWOOD	68036	RAYMOND	68428	BEEMER	68716	BOELUS	68820	PALISADE	69040
MALMO	68040	SHICKLEY	68436	BRUNSWICK	68720	BREWSTER	68821	STRATTON	69043
PENDER	68047	STAPLEHURST	68439	CARROLL	68723	DUNNING	68833	TRENTON	69044
PRAGUE	68050	SWANTON	68445	CHAMBERS	68725	ELM CREEK	68836	WAUNETA	69045
THURSTON	68062	TALMAGE	68448	CLEARWATER	68726	ELYRIA	68837	ARNOLD	69120
VALPARAISO	68065	ONG	68452	CONCORD	68728	MILLER	68858	BIG SPRINGS	69122
ALEXANDRIA	68303	VERDON	68457	DIXON	68732	OVERTON	68863	BROADWATER	69125
AVOCA	68307	VIRGINIA	68458	EMERSON	68733	AYR	68925	BRULE	69127
HOLMESVILLE	68310	WACO	68460	EMMET	68734	CLAY CENTER	68933	BUSHNELL	69128
BEE	68314	WYMORE	68466	EWING	68735	EDGAR	68935	DICKENS	69132
BLUE SPRINGS	68318	BOONE	68620	FOSTER	68737	ELWOOD	68937	HALSEY	69142
BROWNVILLE	68321	BELGRADE	68623	HOSKINS	68740	JOHNSON LAKE	68937	LISCO	69148
BURR	68324	BELLWOOD	68624	INMAN	68742	FAIRFIELD	68938	STAPLETON	69163
CRAB ORCHARD	68332	CEDAR RAPIDS	68627	MCLEAN	68747	GLENVIL	68941	THEDFORD	69166
DAVENPORT	68335	CRESTON	68631	MADISON	68748	HOLBROOK	68948	ASHBY	69333
DORCHESTER	68343	GARRISON	68632	MAGNET	68749	HOLSTEIN	68950	BINGHAM	69335
ELMWOOD	68349	OCTAVIA	68632	ORCHARD	68764	BARTLEY	69020	CRAWFORD	69339
ENDICOTT	68350	DODGE	68633	FOSTER	68765	BENKELMAN	69021	ELLSWORTH	69340
EXETER	68351	DWIGHT	68635	OSMOND	68765	CAMBRIDGE	69022	HARRISBURG	69345
FALLS CITY	68355	ERICSON	68637	PAGE	68766	CHAMPION	69023	HARRISON	69346
GARLAND	68360	CORNLEA	68642	PIERCE	68767	CULBERTSON	69024	HEMINGFORD	69348
GRESHAM	68367	OSCEOLA	68651	PLAINVIEW	68769	CURTIS	69025	HYANNIS	69350
HICKMAN	68372	POLK	68654	PONCA	68770	ENDERS	69027	LAKESIDE	69351
HOLMESVILLE	68374	PRIMROSE	68655	RANDOLPH	68771	EUSTIS	69028	MARSLAND	69354
JANSEN	68377	ROGERS	68659	STANTON	68779	FARNAM	69029	WHITNEY	69367
LEWISTON	68380	SHELBY	68662	WAKEFIELD	68784	HAMLET	69031		
Nebraska (CCYQ) po	oints additi	onal fee \$30.00		LAUREL	68745				
Nebraska (CCYQ) po	oints additi	onal fee \$35.00		BATTLE CREEK	68715				
				WATERBURY	68785				

# Continued next page

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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# **RULES AND REGULATIONS**

# Item 750-032 ARBITRARY CHARGES – NEBRASKA (continued)

			Neb	raska (CCYQ) points add	itional fee \$	40.00:			
BARNESTON	68309	HOWELLS	68641	SPRINGVIEW	68778	ROSEMONT	68930	LAMAR	69023
BURCHARD	68323	LEIGH	68643	STUART	68780	CAMPBELL	68932	DANBURY	69026
BYRON	68325	RISING CITY	68658	VERDIGRE	68783	DEWEESE	68934	HAIGLER	69030
CHESTER	68327	AMELIA	68711	WINNETOON	68789	EDISON	68936	LEBANON	69036
DAWSON	68337	ATKINSON	68713	WINSIDE	68790	FRANKLIN	68939	MOOREFIELD	69039
DAYKIN	68338	BASSETT	68714	WYNOT	68792	GUIDE ROCK	68942	PARKS	69041
DILLER	68342	ROSE	68714	ANSELMO	68813	HARDY	68943	STOCKVILLE	69042
DOUGLAS	68344	BELDEN	68717	MILBURN	68813	HENDLEY	68946	WILSONVILLE	69046
DU BOIS	68345	BRISTOW	68719	WEISSERT	68814	HILDRETH	68947	ARTHUR	69121
ELK CREEK	68348	BUTTE	68722	BURWELL	68823	RAGAN	68949	KEYSTONE	69144
GLADSTONE	68352	CENTER	68724	CALLAWAY	68825	INAVALE	68952	LEMOYNE	69146
GILEAD	68362	COLERIDGE	68727	COMSTOCK	68828	LAWRENCE	68957	LEWELLEN	69147
HUBBELL	68375	CREIGHTON	68729	EDDYVILLE	68834	LOOMIS	68958	MULLEN	69152
HUMBOLDT	68376	CROFTON	68730	MERNA	68856	NAPONEE	68960	PURDUM	69157
LIBERTY	68381	FORDYCE	68736	OCONTO	68860	NELSON	68961	SENECA	69161
MILLIGAN	68406	HARTINGTON	68739	PLEASANTON	68866	NORA	68961	TRYON	69167
NEMAHA	68414	LYNCH	68746	SARGENT	68874	OAK	68964	VENANGO	69168
ODELL	68415	MASKELL	68751	SUMNER	68878	ORLEANS	68966	VALENTINE	69201
OHIOWA	68416	MEADOW GROVE	68752	ALMERIA	68879	OXFORD	68967	AINSWORTH	69210
PAWNEE CITY	68420	MILLS	68753	TAYLOR	68879	RAGAN	68969	CODY	69211
REYNOLDS	68429	NAPER	68755	WEISSERT	68880	RED CLOUD	68970	CROOKSTON	69212
RULO	68431	NEWCASTLE	68757	WESTERVILLE	68881	HUNTLEY	68971	JOHNSTOWN	69214
SALEM	68433	OBERT	68757	ALMA	68920	REPUB CITY	68971	KILGORE	69216
SHUBERT	68437	NEWPORT	68759	ATLANTA	68923	REPUBLICAN CITY	68971	LONG PINE	69217
STEELE CITY	68440	NIOBRARA	68760	AXTELL	68924	RIVERTON	68972	MERRIMAN	69218
STEINAUER	68441	VERDEL	68760	BEAVER CITY	68926	RUSKIN	68974	NENZEL	69219
STELLA	68442	PILGER	68768	BERTRAND	68927	SMITHFIELD	68976	SPARKS	69220
TABLE ROCK	68447	ROSE	68772	BLADEN	68928	STAMFORD	68977	WOOD LAKE	69221
TOBIAS	68453	ROYAL	68773	BLOOMINGTON	68929	SUPERIOR	68978	WHITECLAY	69365
WESTERN	68464	ST HELENA	68774	BLUE HILL	68930	UPLAND	68981	WHITMAN	69366
CLARKSON	68629	SPENCER	68777	COWLES	68930	WILCOX	68982	ELSMERE	69135
								BROWNLEE	69166

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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## **RULES AND REGULATIONS**

# PICKUP OR DELIVERY-POINTS THAT REQUIRE USE OF A FERRY POINTS OTHER THAN ISLANDS OF MARTHA'S VINEYARD, NANTUCKET, MA

ITEM 750-035 When the carrier is requested to pick up or deliver freight to any point which requires the use of a Ferry to affect delivery, the following rates per hundredweight will be assessed in addition to all other lawful charges. See Notes A, B, and C.

Minimum Charge	Class	L5C	M5C	M1M	M2M	M5M	10M	Maximum
\$150.00	50	38.73	38.73	34.26	27.68	21.27	14.96	\$1,000.00
	55	38.73	38.73	34.26	27.68	21.27	14.96	
	60	44.59	44.59	38.18	33.83	23.38	16.35	
	65	46.62	46.62	39.40	36.10	24.83	19.52	
	70	48.64	48.64	40.58	38.38	26.39	18.49	
	77.5	54.02	54.02	45.01	42.60	29.10	19.06	
	85	59.35	59.35	49.51	46.83	31.80	19.69	
	92.5	71.05	71.05	59.59	49.51	35.12	19.69	
	100	83.17	83.17	71.83	52.19	38.34	19.69	

Note A: No class shall be rated higher than Class 100.

Note B: If normal charges are moving on an FAK, that FAK class will be honored in this instance.

Note C: Above Rates & Charges are applicable when A. Duie Pyle performs this service.

## **CONVENTION, EXHIBIT PICKUP OR DELIVERY**

ITEM 750-04

Shipments originating at or destined to exhibition sites will be subject to the following additional charges: \$10.00 per 100 pounds, subject to a minimum charge of \$175.00. Charges are in addition to all other applicable rates and charges.

Exhibition booths or stalls and their contents will move at a released value not to exceed \$.10 per pound.

The following applies to shipments to and from McCormick Place, Navy Pier, Chicagoland Hotels, Merchandise Mart, and the Donald E. Stevens Center:

\$15.00 per 100 pounds, subject to a minimum charge of \$250.00 and a maximum charge of \$1,200.00.

\*\* All rates are per shipment. Trailer load rates also apply to a single shipment.\*\*

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

#### **RULES AND REGULATIONS**

# MILITARY INSTALLATIONS, CORRECTIONS INSTITUTIONS, STEEL MILLS, MINES/QUARRIES AND POWER/TREATMENT STATIONS

#### ITEM 750-05

Shipments originating at or destined to military installations, corrections institutions, steel mills, mines, quarries, power plants, utility plants, water treatment plants, and nuclear generating stations will be subject to an additional charge of \$9.50 per 100 lbs., subject to a minimum charge of \$105.00 per shipment and a maximum charge of \$150.00 per shipment. Service shall only be rendered at locations deemed safe and accessible to the vehicle and company personnel.

## **GUARANTEED SERVICE**

#### ITEM 750-06

When requested by Shipper, Dayton Freight Lines, Inc. will provide Guaranteed Service in accordance with its published transit times and on shipments handled on a single line basis (direct points only). The charge for delivery by 5:00 P.M. on the scheduled day of delivery shall be 20% of the net line haul charges, subject to a minimum charge of \$35.00. The charge for delivery before 12:00 Noon on the scheduled day of delivery shall be 35% of the net line haul charges subject to a minimum charge of \$75.00. The Guaranteed Service before 12:00 Noon is limited to certain zip codes, and it shall be the Shipper's responsibility to verify with the Carrier that the destination zip code(s) are included in this program.

Shipper must notify the Carrier when arranging for pick-up(s) where Guaranteed Service will be required.

Shipper must have the freight available for pick-up prior to 5:00 P.M.

If the Carrier fails to provide the Guaranteed Service as requested on the Bill of Lading, all freight charges associated with the shipment shall be waived. Charges shall not be waived when the failure to deliver is through no fault of the Carrier (Force Majeure).

Charges for the respective Guaranteed Service will be assessed when a Guaranteed Service sticker is affixed to the Carrier's copy of the Bill of Lading, and is initialed by the Shipper. No guarantee will apply, nor will the charges be waived if the service is not properly requested at the time of pick-up.

- Note A: The following types of shipments/deliveries will not qualify for Guaranteed Service:
  - 1. Food or grocery warehouse deliveries
  - 2. Trade show deliveries
  - 3. Deliveries to churches, synagogues, or schools/universities
  - 4. Airport and/or pier deliveries
  - 5. Private resident pick-up and/or deliveries
  - 6. C.O.D. shipments
  - 7. Shipments that require liftgate service
  - 8. Service is not available on Holidays
  - 9. Deliveries to self-storage warehouses/facilities
  - 10. Shipments requiring appointments
  - 11. Shipments involving spotted trailers at delivery
  - 12. Shipments picked up or delivered to O'Hare airport and/or zip code 60666
  - 13. Shipments exceeding DAFG's linear foot rule and/or extreme length freight

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

# AFTER HOURS PICKUP OR DELIVERY

#### **ITEM 752**

- (1) Except as provided for in Paragraph (2), when a consignor or consignee requires or requests pickup or delivery of freight on Monday through Friday, except Holidays, after 6:00 p.m. and before 7:00 a.m. the following charges shall apply. These charges are in addition to any other applicable line haul freight charges.
- (2) Where multiple shipments are received at one time and place from one consignor or where multiple shipments are delivered to one consignee at one time and place, the pickup or delivery charges will apply to each vehicle instead of each shipment. In such cases the charges must be paid by the consignor or consignee, as the case may be, requiring and requesting the service.

**Charges per hour, per driver** Minimum Charge \$125.00 per hour or fraction thereof \$400.00

#### **AIRPORT PICKUP OR DELIVERY**

All shipments picked up or delivered to any airport shall be subject to a charge of \$75.00 per shipment.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

# PICK UP OR DELIVERY SERVICE SATURDAYS, SUNDAYS AND HOLIDAYS

**ITEM 754** 

When consignor or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays or Holidays such service will be performed subject to the following provisions:

1) The following charges will be assessed in addition to all other lawfully applicable rates and charges:

Charge per man per hour or fraction thereof man per day
Saturdays , Sundays or Holidays

Saturdays , Sundays or Saturdays or Holidays

Minimum charge per man per day saturday saturday

- 2) Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery, as the case may be.
- 3)Consignor or consignee may request carrier to place or pick up an empty trailer (vehicles without power units) on Saturdays, Sundays or Holidays, even though the actual pick up and/or delivery of freight may occur on a day other than Saturdays, Sundays or Holidays.

The charge for this service will be: On Saturdays, Sundays or Holidays Charge per man per day or fraction thereof \$400.00

- 4) The carrier is not obligated to furnish pick up or delivery service on Saturdays, Sundays or Holidays. If a delivery date is specified on the Bill of Lading and Shipping order and it is a Saturday, Sunday or Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.
- 5)Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pick up or delivery will be made.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

# PROHIBITED OR RESTRICTED ARTICLES (NO HAUL LIST)

**ITEM 780 SEC 1** Property of Extraordinary Value: The following property will not be accepted for shipment nor as premiums accompanying other articles.

• Explosives

Division 1.1 Division 1.2 Division 1.3 Division 1.5

• Inhalation Hazards (Does NOT include Poison and Toxic)

Division 2.3

Division 6.1, Zone A-D

Specific No-Haul Inhalation Sub-Class UNs:

UN1052	UN1098	UN1380	UN1510	UN1744	UN1745
UN1746	UN1754	UN1810	UN1829	UN1834	UN1838
UN2032	UN2442	UN2481	UN2483	UN2486	UN2605
UN2692	UN2826	UN3079			

#### Radioactive

Class 7

• <u>Self-Reactive</u> (Type A&B, All temperature controlled liquids & solids)

Specific No-Haul UNs:

UN3221	UN3222	UN3231	UN3232	UN3233	UN3234
UN3235	UN3236	UN3237	UN3238	UN3239	UN3240

• Organic Peroxides (Temperature controlled liquids, solids)

	` 1		, ,	
UN3111	UN3112	UN3113	UN3114	UN3115
UN3116	UN3117	UN3118	UN3119	UN3120

- Polychlorinated Biphenyls: UN2315 UN3432
- **Mercury:** UN2809 UN3506
- Nitrocellulose (All Hazard Classes)
- Hazardous Waste
- Non-Hazardous Materials No-Haul Listing including but not limited to:
  - Animals; Furs; Hides, green or wet
  - Antiques, Museum exhibits or articles of antiquity
  - Articles which because of their bulk length width or height cannot be safely stowed within a trailer or container
  - Articles liable to impregnate or otherwise damage equipment or other freight
  - Articles of extraordinary value
  - Automobiles
  - Bank bills, Deeds, Drafts, Letters, Valuable papers of any kind; Securities, Stamps, Stock Certificates or Letters; Money or Notes

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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#### **RULES AND REGULATIONS**

## ITEM 780 (continued)

- Bullion
- Carbon Black including the following and all other Trade Names/Varieties of Carbon Black:
- Iron oxide Black, Pirox200, Inactive Carbon Black, Carbon Black Grade Series, Durex, Lamp Black, Corax, Ecorax, Arosperse, Hi-Black, Nipex, Printex, Special Black, Panther, Sable, HS, Nerox.
- Clams, Crabs, Lobsters, Oysters and Shrimp; Fish, except smoked or canned
- Flora and Fauna
- Non-Hazardous Waste
- Money or Notes
- Original Works of Art
- Platinum, Gold, Silver, and other Precious Metals; Precious Stones, Jewelry; Watches
- Postage Stamps
- Produce
- Prohibited Ruminant Protein Materials (FDA Reg 21 CFR 589.2000 & 21 CFR 589.2001)
- Uncrated Machinery
- Cannabis, Hemp, or Marijuana in the raw or medicinal form
- Any chemical or substance that has not been approved by the U.S. Food and Drug Administration
- Any chemical or substance that is otherwise prohibited by federal, state, or local law or regulation

For questions regarding whether a shipment is authorized or not, please call the Safety Department at 800-860-5102 or email safety@dayonfreight.com.

SEC 2	Freight liable to Damage other Freight or Equipment:
	Carriers are not obligated to receive freight liable to otherwise damage other
	freight or carrier's equipment. Such freight may be accepted and receipted
	for "subject to delay for suitable equipment", or may, (for lack of suitable
	equipment), be refused.

- **NOTE 1:** Monetary coins will not be accepted as premiums with other articles except Authorized in NMFC 11, 310.
- **NOTE 2:** United States Mail will be accepted when the consignor or consignee is a United States Post Office.
- **NOTE 3:** Except U.S. Internal Revenue Distilled Spirits Stamps.
- **NOTE 4:** Except antique furniture subject to NMFC Items 100240 and 100260 or Numismatic exhibits subject to NMFC 100, Item 63830.
- NOTE 5: Except pictures or paintings subject to NMFC 100, Items 100240, 100260

  NOTE 6: Articles tendered with a destination value stated on the Bill of Lading at the time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMFC 100 Classification or reissues thereof tariff DAFG 19-I will not qualify for excess liability coverage.
- **NOTE 7:** Shipments containing alcohol shall not be serviced in the states of Pennsylvania and/or West Virginia nor interlined with any partner carrier.

## (Continued on next page)

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

# ITEM 780 (continued)

**NOTE 8**: Interlined shipments with A. Duie Pyle: No Haul list also includes (in addition to the items listed above):

- Infectious substances (Division 6.2)
- Acrylic acid, stabilized, 8, UN2218
- Toulene Diisocyanate (TDI) UN2078
- PCBs (Polychlorinated Biphenyls) Liquid UN2315 or Solid UN 3432
- Carpeting requiring rug poles
- Cigarettes
- Cannibis, hemp, marijuana and products containing these ingredients
- Freight over twenty-five (25') feet to or from the states of AL, AR, DC, FL, GA, IL, IN, KY, LA, MI, MO, MS, NC, OH (430-439, 450-459), OK, SC, TN, TX, VA, WI and WV.
- Furniture, assembled, to private residences. (Boxed furniture pieces that can be assembled by the consumer are acceptable.)

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

## RECONSIGNMENT OR DIVERSION

**ITEM 820** A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

## <u>Definitions of Reconsignment or Diversion</u>

NOTE: (for our intents and purposes, these two terms shall be deemed synonymous)

- 1. A change in the name of the consignor or consignee;
- 2. A change in the place of delivery within the original destination point (intra-Service Center);
- 3. A change in the destination point outside original destination point (inter-Service Center);
- 4. Relinquishment and or return of shipment at point of origin;

#### Conditions

- 1. Requests for reconsignment must be confirmed in writing. The Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label, or container as authority to reship, return or reconsign shipment:
- 2. Carrier will make a diligent effort to execute reconsignment but will not be responsible if such cannot be effected:
- 3. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made;
- 4. Only entire shipments, not portions of shipments, may be reconsigned;
- 5. An order for reconsignment of a shipment moving under a uniform order Bill of Lading will not be considered valid, unless and until the Original Bill of Lading is surrendered for cancellation, endorsed or exchanged;
- 6. Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor;
- 7. Any additional accessorial services performed (e.g., Marking/tagging, etc.) will be charged per Carrier Rules on each service at time of shipment

#### Charges

- 1. Reconsignment occurs in the name of the consignor or consignee with no change in the place of delivery
  - a. An additional charge of \$50.00 per shipment plus original freight charges, fuel and any applicable accessorial charges.
- 2. Reconsignment occurs within original place of delivery (Intra-Service Center)
  - a. PRIOR to tender of delivery, a charge of \$50.00 per shipment plus original freight charges, fuel and applicable accessorials (See Notes 1 and 3).
  - b. AFTER tender of delivery (Note 3), in addition to original freight charges from origin to original destination point, a charge of \$9.50 per hundred weight (cwt), subject to a minimum of \$105.00 per shipment and a maximum charge of \$600.00 per shipment, or \$600.00 per vehicle used to transport shipment to consignee at new location.

NOTE: For shipments in conjunction with Interline carriers after tender of delivery charges will be the paying party's published tariff rate from point of refusal to the new destination point less any applicable discount in addition to the original charges from the original point of origin to the original destination plus an additional \$50.00 per shipment (See Note 2).

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

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#### **RULES AND REGULATIONS**

#### ITEM 820 (continued)

- 3. Reconsignment occurs <u>outside original place of delivery</u> –requiring line haul service (Inter-Service Center)
  - a. PRIOR to tender of delivery, charges will be the published tariff rate to and from reconsignment point less the paying party's discount, plus fuel, any applicable accessorials and an additional \$50.00. These charges will not be less than the published through rate from original point of origin to ultimate destination (See Notes 1, 3 and 4)
  - b. AFTER tender of delivery (Note 3), charges will be the paying party's published tariff rate from point of refusal to new destination point less any applicable discount, plus fuel and any applicable accessorials in addition to the original charges from the original point of origin to the original destination plus an additional \$50.00 charge per shipment. (See Note 2)
- 4. Relinquishment at point of origin and consignee pick-up at Service Center:
  - a. Where a request is made by the shipper, before a shipment has left carrier's Terminal at point of origin (Note 1 and 3) for return of shipment to the original place of shipment, or, delivery thereof to another carrier at point of origin, or, 3) relinquish possession thereof to shipper or another carrier at carrier's terminal, or 4) when consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, such service, if performed, will be subject to a charge of \$5.00/cwt subject to a minimum of \$50.00 per shipment and a maximum charge of \$400.00 per shipment or \$400.00 per vehicle if more than one vehicle is used to transport the shipment.
  - b. Upon instructions received by the originating carrier, prior to receipt of shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to an additional charge of \$50.00 per shipment.

## **NOTES**

- 1) Includes points and places within the Commercial Zone of the original destination as defined in MC-37 by the Service Transportation Board which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line haul rate as the original billed destination point.
- 2) Includes points and places other than those defined in Note 1.
- 3) The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier receives the request for reconsignment <u>before shipment has been loaded on delivery vehicle</u> (in cases where shipment is transferred to city delivery vehicle for delivery), <u>or, before shipment has been dispatched for delivery</u> (in cases where shipment is transferred to city vehicle for delivery) Once freight is loaded off the terminal dock, it is considered loaded for delivery. This includes freight loaded for line haul trailers.
- 4) Reconsignments on shipments where terms are collect, shall have the freight charges, fuel and any applicable accessorials from point of origin to the reconsignment point (whether Service Center prior to delivery, or original destination point, if after attempted delivery) advanced to the reconsignment bill where party authorizing reconsignment becomes the payer of said charges and is also responsible for any additional freight charges, fuel and further accessorials from point of reconsignment to final destination.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

# **RETURNED UNDELIVERED SHIPMENTS**

**ITEM 825** 

Any shipment that is undelivered and returned to the shipper shall be considered a separate shipment from the original and shall be subject to the applicable tariff rates and rules in effect on the date of the return. The freight charges will be billed to the paying party of the original shipment or at the discretion of Carrier, billing to the party authorizing the return of the shipment that was undelivered.

#### REDELIVERY

**ITEM 830** 

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

- (a) If one or more tenders, or final delivery of the shipments are made at consignee's place, a charge of \$9.50 per 100 pounds, subject to a minimum charge of \$105.00 and a maximum charge of \$500.00 shall apply for each such tender and for the final delivery.
- (b) If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of \$5.00 per 100 pounds, subject to a minimum charge of \$50.00 and a maximum charge of \$400.00 will will be made.
- (c) All charges accruing under the provisions of this Item must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting redelivery before the shipment is redelivered.
  - (d) For shipments in conjunction with A. Duie Pyle, the charges will be determined by the use of PYLE500 series tariff, supplements thereto and reissues thereof

# **CARRIER LIABILITY**

**ITEM 835** 

Carrier's obligation to perform transportation services shall be excused and Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, terrorism, the act or default of the shipper, or any act beyond the Carrier's reasonable control.

Unless the Shipper has requested full value insurance (refer to Item 995) or is subject to any other liability provision within this tariff, Carrier's liability shall not exceed \$10.00 (ten dollars) per pound, per package subject to a maximum liability of \$100,000 per shipment.

Shipments originating in the United States and destined for Canada, shall be subject to a maximum liability of \$5.00 per pound, per package subject to a maximum of \$50,000.00 per occurrence.

Shipments originating in Canada and destined to the United States, shall be subject to a maximum liability of \$2.00 per pound, per package, subject to a maximum of \$20,000.00 per occurrence.

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

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

# MAXIMUM LIABILITY - USED, REFURBISHED OR INTERNET SALE COMMODITIES

#### **ITEM 840**

Commodities as described in Notes A and B below, and any freight other than new, will be accepted for transportation subject to a maximum value not exceeding 50 cents per pound per package. If a shipment is inadvertently accepted, it will be considered as being released the lowest valuation provided. Failure of the consignor to declare that a commodity is "used" or result of internet sale shall not alter this application. There is no option of purchasing insurance through Carrier on used, refurbished or internet sale items.

**NOTE A:** Applicable on used equipment or parts as described in the NMFC 100 series, supplements thereto or reissues thereof, Items 1010 through 201060; and/or any property purchased over the internet, which is not new or previously used and/or preowned merchandise.

**NOTE B:** Personal affects and household goods shall be limited to liability coverage of 10 cents per pound.

## MAXIMUM LIABILITY - SKID/PALLET PRICING, SPOT QUOTES, OR VOLUME QUOTES

**ITEM 842** For shipments where pricing is based on a charge per pallet and/or skid, spot quote or volume quote, the maximum liability will be \$1.00 per pound, per package subject to a maximum liability of \$25,000 per shipment.

# MAXIMUM LIABILITY - FREIGHT ALL KINDS (FAK) PRICING

# **ITEM 845**

Carrier's liability on any shipment for loss or damage to any articles(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the articles(s) lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading; or (3) applicable limited liability provisions of the NMFC (note 1); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid.

Class Exception	*Maximum Liability
50	\$1.00
55	\$2.00
60	\$2.50
65	\$4.00
70, 77.5, 85, 92.5, & 100	\$5.00
110, 125, 150, 175, & 200	\$6.00
250 and up	\$10.00

- \* Maximum liability per pound per individual lost or damaged piece within the shipment.
- (1) When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# MAXIMUM LIABILITY – ARTICLES OF EXTRAORDINARY VALUE

#### **ITEM 850**

Limited Liability Per Pound	<b>Description of Commodities</b>	Maximum Liability Per Occurrence
\$0.00	Uncrated Machinery	\$0.00
\$1.00	Mirrors, Glass, Glassware, or	\$5,000
	Shipments containing Glass	
\$1.00	Outboard Marine Motors	\$10,000
\$1.00	Countertops – Wood, Composite,	\$10,000
	Granite, Quartz, etc. & Floor Tile	
\$.50	Baths, Bathtubs, Pool Shells,	\$2,000
	Spas, Showers, Hot Tubs	
\$1.00	Computers, Copiers, Cellular	\$5,000
	Devices and their components	
\$1.00	Motorized Equipment –	\$5,000
	motorcycles, tractors/mowers,	
	ATVs, snowmobiles,	
\$1.00	Cigarettes, Cigars, and Smokeless	\$5,000
	Tobacco Products	
\$1.00	Appliances, Furnaces, Burners,	\$10,000
	Heating & Air Conditioning	
	Equipment, Water Heaters	
\$1.00	Furniture	\$10,000
\$1.00	Kayaks and/or Canoes	\$10,000
\$1.00	Plasma, Projection, LCD, and any	\$5,000
	other Television Product	

# RESIDENTIAL PICK UP OR DELIVERY

ITEM 855 When pick-up or delivery service is provided at the address of a private residence (including home based businesses, apartments, a house on a farm, estates, condominiums, townhomes and duplexes) carrier shall assess the following charge:

\$9.50 per 100 pounds, subject to a minimum charge of \$105.00 and a maximum charge of \$150.00 in addition to all other applicable lawful charges as set forth in this tariff.

Charges and payment for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services performed must be in writing or other acceptable form of communication.

Service shall only be rendered at locations deemed safe and accessible to the vehicle and company personnel.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

#### **RULES AND REGULATIONS**

# LIMITED ACCESS PICK UP OR DELIVERY

**ITEM 860** 

When pick-up or delivery service is provided at camps, (other than military), dormitories, farms, ranches, rectories, schools, preschools, universities, unmanned self-storage facilities, fairs, carnivals, amusement parks, state park, flea markets, strip malls, country clubs, social clubs (Example: Elks, Eagles, Kiwani's Club, etc), places of worship, nursing homes, day care, lodging facilities, resort, restaurants, marinas, filling/gas stations, libraries, vineyards, wineries, orchards, cemetery, funeral home, reservations, car wash facilities, and/or car dealerships or any other locations without a dock shall be assessed the following charge:

\$9.50 per 100 pounds, subject to a minimum charge of \$105.00 and a maximum charge of \$150.00 in addition to all other applicable lawful charges as set forth in this tariff.

Charges and payment for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services performed must be in writing or other acceptable form of communication.

Service shall only be rendered at locations deemed safe and accessible to the vehicle and company personnel.

## **SORTING OR SEGREGATING**

**ITEM 887** 

Loading or unloading does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight. A charge of \$0.85 cents per package subject to a \$85.00 minimum charge will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics.

Charges and payment for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services performed must be in writing or other acceptable form of communication.

#### LIFTGATE SERVICE

**ITEM 890** 

- 1) Where a carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pick-up or delivery of the goods to or from carrier's vehicle, a charge of \$6.50 per 100 lbs., subject to a minimum charge of \$115.00 and a maximum charge of \$250.00 per shipment will be assessed in addition to all other applicable rates and charges.
- 2) Charges and payments for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services must be in writing or other acceptable form of communication. Carrier is not obligated to perform such service when suitable vehicles, equipped with such devices, and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.
- 3) Service is restricted to 3,500 pounds per handling unit. Handling units may not exceed 48 inches in length and width. Service shall only be rendered at locations deemed safe and accessible to the vehicle and company personnel.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

#### **RULES AND REGULATIONS**

# **STOP-OFFS**

#### **ITEM 900**

Truckload shipments may be stopped in transit at a point or points in route between original point of origin and the final destination thereof for the purpose of partial unloading (or loading) provided the stop-off point is directly intermediate to the final destination (or origin) via the direct route over which operations are generally conducted. Subject to the following:

- (a) Arrangements for the stop-off must first be made with the carrier;
- (b) Stopping in transit privileges will only apply of shipments received on one day from one consignor;
- (c) Charges will be assessed on the basis of the applicable minimum weight or actual weight, when greater, of the entire shipment and at the truckload rate applicable from original point of shipment to the point which the highest rate applies where any portion of the shipment is delivered.
- (d) The charges for the first stop, exclusive of original pick-up or final delivery shall be \$75.00, which shall be in addition to all other charges assessed against the shipment. Each additional stop shall be \$125.00, subject to a maximum of three stops. In cases where shipments consigned to more than one consignee, all charges must be paid.
- (e) Stopping in transit for partial unloading (or loading) will not be permitted on shipments consigned "C.O.D.", "To Order", "Order Notify" or "Order Care Of".
- (f) Billing agent shall make notation on revenue billing showing at which point or points shipment is to be stopped for partial loading (or unloading) with definite instructions and description as to articles to be unloaded (or loaded). Agent at stop-off point, or if there be no agent at such point, the driver of the carrier's vehicle shall make notation on freight bill showing, date, description, quantity and weight of the articles unloaded at the stop-off point or points.

**NOTE:** If the mileage from origin to destination via the stop-off point or points exceeds 110% of the mileage over the shortest route from origin to destination, the provisions of this item will apply, except that the mileage in excess of 110% will be charged for at the rate of 230 per mile which shall be in addition to all other lawful transportation charges

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

## STORAGE CHARGES

**ITEM 910** 

Storage charges shall be charged on all shipments that are undeliverable due to no fault of the carrier. The charges shall be computed as follows:

- (a) Undeliverable freight due to awaiting U.S. Customs clearance shall be charged Storage at the end of 48 hours after arriving at the delivering terminal, (excluding weekends and holidays).
- (b) Undeliverable freight due to shipper or consignee request, other than damaged freight shall be charged storage at the end of 48 hours after arriving at the delivering terminal, (excluding weekends and holidays).
- (c) Undeliverable freight due to refusal by the consignee due to damage. Storage charges shall commence 48 hours after the date of the "On Hand" notice has been sent to the shipper and the consignee.
- (d) Storage charges are computed per day at \$4.00 per hundred pounds subject to a minimum of \$75.00 per day.

**NOTE:** After 30 days, the carrier reserves the right to dispose of any freight as salvage, deduct any applicable charges due carrier and refund the remainder (if any) to the appropriate shipper or consignee dependent upon the terms of the Bill of Lading.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

# **FUEL SURCHARGE APPLICATION**

# **ITEM 920**

Except as otherwise specifically provided, all charges for line haul transportation resulting from rates and/or charges named in this tariff or other tariffs, contracts, or transportation agreements referring hereto for governing provisions, will be subject to fuel surcharge as follows:

Fuel surcharge on net line haul charges will be determined by the U.S. National Average On-highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.). Current On-highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours a Day).

The applicable fuel surcharge will be adjusted up or down on Monday of each week using the U.S. D.O.E. On-highway National Average Diesel Price announced on the previous Monday. **EXAMPLE:** Diesel Price Index announced on Monday, 1/30/17, will be used to determine Fuel Surcharge applied to shipments for the week effective on Monday, 2/6/17.

		FUEL SURCHARGE WILL	L BE:(Note A)
AT LEAST	BUT LESS THAT	N LTL	$\mathbf{TL}$
110 cents	120 cents	5.50%	9.00%
120 cents	130 cents	6.00%	9.50%
130 cents	135 cents	6.50%	10.00%
135 cents	140 cents	7.00%	10.50%
140 cents	145 cents	7.50%	11.00%
145 cents	150 cents	8.00%	11.50%
150 cents	155 cents	8.50%	12.00%
155 cents	160 cents	9.00%	12.50%
160 cents	165 cents	9.50%	13.00%
165 cents	170 cents	10.00%	13.50%
170 cents	175 cents	10.50%	14.00%
175 cents	180 cents	11.00%	14.50%
180 cents	185 cents	11.50%	15.00%
185 cents	190 cents	12.00%	15.50%
190 cents	195 cents	12.50%	16.00%
195 cents	200 cents	13.00%	16.50%
200 cents	205 cents	13.50%	17.00%
205 cents	210 cents	14.00%	17.50%
210 cents	215 cents	14.50%	18.00%
215 cents	220 cents	15.00%	18.50%
220 cents	225 cents	15.50%	19.00%
225 cents	230 cents	16.00%	19.50%
230 cents	235 cents	16.50%	20.00%
235 cents	240 cents	17.00%	20.50%
240 cents	245 cents	17.50%	21.00%
245 cents	250 cents	18.00%	21.50%
250 cents	255 cents	18.50%	22.00%
255 cents	260 cents	19.00%	22.50%
260 cents	265 cents	19.50%	23.00%
265 cents	270 cents	20.00%	23.50%
270 cents	275 cents	20.50%	24.00%
275 cents	280 cents	21.00%	24.50%
280 cents	285 cents	21.50%	25.00%
285 cents 290 cents	290 cents	22.00% 22.50%	25.50%
290 cents 295 cents	295 cents 300 cents	22.50%	26.00% 26.50%
300 cents	305 cents	23.50%	26.50% 27.00%
Joo Cents	303 Cents	23.3070	47.00%

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

ITEM 920		FUEL SURCHARGE APPLICATION			
Continued	305 cents	310 cents	24.00%	27.50%	
	310 cents	315 cents	24.50%	28.00%	
	315 cents	320 cents	25.00%	28.50%	
	320 cents	325 cents	25.50%	29.00%	
	325 cents	330 cents	26.00%	29.50%	
	330 cents	335 cents	26.50%	30.00%	
	335 cents	340 cents	27.00%	30.50%	
	340 cents	345 cents	27.50%	31.00%	
	345 cents	350 cents	28.00%	31.50%	

NOTE A: For the purpose of this item, the TL percentage will be used for any single

shipment weighing 20,000 pounds or more, requiring 24 lineal feet of the

vehicle, or is rated at weights of 20,000 pounds or more.

NOTE B: For each 5 cent increase in the U.S.D.O.E. on highway national average price beyond

350 cents, the Fuel Surcharge will increase by .5%.

# **QUOTATIONS OF ESTIMATED CHARGES**

**ITEM 930** 

- (1) When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.
- (2) Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding on carrier or shipper.
- (3) All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.
- (4) Unless otherwise provided for quotations of estimated charges are only good for 7 business days.
- (5) Quotations given on volume shipments consisting of more than 15 lineal feet or exceeding 9,999 lbs., shall be subject to the rate given in the quote and shall supersede all established LTL pricing.
- (6) Based on the discretion of the Service Center Manager and availability of equipment, providing an estimate does not obligate Carrier to accept estimated shipment.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

# VEHICLE FURNISHED BUT NOT USED

#### **ITEM 985**

- (1) Applies at points within terminal area:
  - (a) When a carrier is requested to furnish a vehicle to pick-up a TL, Volume or Exclusive Use shipment and the vehicle is not used due to no fault of the carrier, a charge of \$130.00 per day or fraction thereof per vehicle will be assessed against the party making such request. (See Note A)
  - (b) Charges will end when carrier is notified that the vehicle will not be used and is available for pickup.
- (2) Applies at points outside terminal area, when a carrier is requested to dispatch a vehicle to a point of origin designated by the consignee or consignor to make a TL, Volume or Exclusive Use pick-up and such vehicle is furnished but not used due to no fault of the carrier, a charge of \$2.40 per mile subject to a minimum charge of \$385.00 will be assessed against the party making such request. The designated origin point, plus mileage back to carrier terminal point. Mileage to be determined by use of the P C Miler Practical. (See Note A)
- (3) Applies at points within terminal area:
  When a carrier is requested to furnish a vehicle to pick-up any LTL shipment and the vehicle is not used due to no fault of the carrier, a charge of \$75.00 will be assessed against the party making such request.
- (4) When carrier is requested to furnish a vehicle to pick-up any Truckload shipment and vehicle is not used due to no fault of the carrier, a charge of \$250.00 will be be assessed against the party making the request.
- **NOTE A:** Upon arrival of the vehicle with power unit the consignor will have free time of 60 minutes to inform the carrier the vehicle will not be used. If the carrier is detained beyond 60 minutes, a charge of \$90.00 per hour or fraction thereof per vehicle will be assessed in addition to other applicable charges provided herein.

## **EXTREME LENGTH**

**ITEM 990** 

Shipments with any shipping unit or piece with a dimension exceeding 8 feet in length up to and including 12 feet in length shall be subject to an additional charge of \$110.00.

Shipments with any shipping unit or piece with a dimension exceeding 12 feet in length up to and including 16 feet in length shall be subject to an additional charge of \$250.00.

Shipments with any shipping unit or piece with a dimension exceeding 16 feet in length up to and including 20 feet in length shall be subject to an additional charge of \$450.00.

DAFG will not pick up any shipment with any shipping unit that exceeds 20 feet in length. If a shipment is tendered containing a shipping unit that exceeds 20 feet and is inadvertently accepted by DAFG, the shipment shall be subject to an additional charge of \$550.00 up to and including 21 feet and an additional \$50.00 per linear foot thereafter. In addition, DAFG shall have no liability for loss or damage to shipments tendered and inadvertently accepted by DAFG that exceed its extreme length limitation of 20 feet.

This charge is in addition to the otherwise applicable rates and charges. This item will not apply to shipments subject to Exclusive Use, Capacity Load, Linear Foot Rules or to TL or volume rates and charges.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# **FULL VALUE INSURANCE**

#### **ITEM 995**

At the Carrier's discretion, if a customer wishes to purchase full value insurance coverage for shipments moving by land within the 48 contiguous states, the following rules and charges will apply:

- 1. The shipper must request the coverage in writing on the Bill of Lading at the time of the shipment providing the invoice value of the goods.
- 2. The insurance will cover 110% of the invoice value of the goods, plus actual freight charges, subject to a maximum of \$250,000.00 per shipment.
- 3. Bill of Lading must be noted as follows:

"Full Value Insurance Coverage Requested – Invoice Value: \$\_\_\_\_"
Example:

To request Full Value Insurance Coverage, on a shipment with an invoice value of \$35,000.00, the shipper must show the following on the Bill of Lading.

"Full Value Insurance Coverage Requested – Invoice Value \$35,000.00."

4. DAFG will assess a charge of \$.65 per \$100 on 110% of the sum of both the invoice value (as stated on the bill of lading), and actual freight charges, all subject to a minimum charge of \$50.00 per shipment for Full Value Insurance. Charges are to be paid by the party responsible for the payment of the otherwise applicable freight charges.

#### Example:

Invoice Value declared on freight bill \$35,000 Hypothetical freight charge is \$105 Amount of coverage = \$35,105 plus 10% = \$38,615.50 Charge at \$.65 per \$100: \$38,615.50 = 386.16 (\$100 units); 386.16 multiplied by \$.65 = \$251.04 = Full Value Insurance Coverage Fee

5. Insurance coverage will exclude rust, oxidation, and discoloration. This is first dollar coverage and does not exempt loss and/or damage cause by Force Majeure conditions.

## **NOTES:**

- 1. Goods Excluded: Any used/refurbished items (refer to Item 840), uncrated machinery, household goods and personal effects; antiques; fine artwork paintings, drawings, statues, rare books, and other works of art; Fine jewelry, fine watches; precious stones, diamonds; precious metals, and bullion (gold, platinum, silver, and other precious metals or articles); money and currency; accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers, or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings; recorded or electronic data and media; used or refurbished equipment or parts; contraband or property in the course of illegal transportation or trade; furs; live animals and plasma televisions shipped without two (2) tip and tell indicators.
- 2. Perils Excluded: Nuclear exclusion (see ¶8) delay; loss of market; loss of use; interruption of business, or any consequential loss; mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration; neglect of the assured to use all reasonable means to save and preserve the property at the time of or after any loss of damage.

#### (Continued on next page)

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# ITEM 995 (continued) NOTES:

# **FULL VALUE INSURANCE**

- 3. Nuclear exclusion: This company shall not be liable for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the United States or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.
- 4. Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure.
- 5. Fee amount, if quoted, to include estimated charge for freight based on information provided at the time of quote. Should shipment information differ from that of estimate, fee for Full Value Insurance at 110% of declared value plus actual freight charges will follow the actual characteristics of the shipment.
- 6. Carrier holds no obligation to advise customer of variances from estimates.

#### FREEZABLE PROTECTION

#### **ITEM 1000**

- 1. When Consignor/Consignee requests a shipment be protected from freezing, the following charges and provision will apply:
  - A. The following services will <u>NOT</u> be performed for shipments requiring protection from freezing:
    - 1. Appointment deliveries
    - 2. Order Notify
    - 3. COD
    - 4. In Bond
    - 5. Interline shipments including cartage and Strategic Alliance Partners
  - B. Charges will be \$ 2.75/cwt weight subject to a minimum charge of \$ 40.00 and a maximum charge of \$250.00 per shipment in addition to the otherwise applicable rates and charges.
  - C. Protection From Freezing Service will only be provided when:
    - 1. The outside temperature is above 15 degrees Fahrenheit the entire time the shipment is in the Carrier's possession from pick-up through final delivery.
    - 2. Consignor marks the bill of lading "protect from freezing".
    - 3. The commodities being shipped have a freezing point of 32 degrees or less.
    - 4. This service charge will only apply from November 1<sup>st</sup> through March 31<sup>st</sup>.
    - 5. Freezable Protection service available Monday through Thursday on next day lanes, Monday through Wednesday on two (2) day lanes and Monday and Tuesday on three (3) day lanes. We shall not pick up freezable freight on Fridays.
    - 6. Protection from Freezing Service may be withdrawn at Carrier's discretion wholly or on an individual shipment basis.
  - D. If Consignor tenders a shipment noncompliant to any condition stated herein, Carrier shall not be liable.

## (Continued on next page)

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# **FREEZABLE PROTECTION**

# ITEM 1000 (continued)

- E. Should an Act of God or circumstance beyond Carrier's control interrupt or prevent Carrier from performing its standard linehaul dispatch and thereby causing a delay in arrival, Carrier shall not be held liable for any loss due to the delay in dispatch.
- F. In no event shall Dayton Freight's liability for loss or damage on a freezable protection shipment exceed \$2.50 per pound with a maximum liability of \$5,000.00 per shipment.

#### **BLIND SHIPMENTS**

#### **ITEM 1005**

For the application of these provisions, a blind shipment is defined as: 1.) a shipment in which the Shipper is not aware of the actual Consignee, or vice versa, by means of referencing a name different from the affected party (and not an alias for same) and/or location listed on bill of lading; or 2.) bill of lading references Blind shipment with direction to carrier to reference a name and/or address of entity different from actual shipper and/or consignee. Carrier will accept a corrected bill of lading from another party involved in the transaction changing the Consignee at the point of origin before the shipment leaves the original pickup terminal.

- 1. On shipments where a different address is to be referenced, Requestor must complete and fax to Carrier a "Letter of Authority for Blind Shipments" and corrected Bill of Lading or Letter of Authority with desired change. Carrier will acknowledge receipt with a returned fax.
- 2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
- 3. A charge of \$100.00 will apply in addition to all other applicable charges to requesting party.
- 4. Actual origin city, state and ZIP code and ultimate destination city, state and ZIP code will be shown on Carrier's bill.
- 5. Charges as found in the "Marking or Tagging Freight" Item will not apply on shipments subject to this Item.
- 6. Only requests prior to pickup will be considered for this service.
- 7. Any reference to Blind Shipment on bill of lading indicates blind shipment service and shall incur the Blind Shipment fee.

If the "Letter of Authority for Blind Shipments" form is not received by the Carrier prior to pickup, the request will be handled as a reconsignment subject to the provisions of the "Reconsignment, Diversion, Relinquishment" Item herein.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

# **INSPECTION AND RECLASSIFICATION FEE**

**ITEM 1010** 

All shipments handled by Dayton Freight Lines, Inc. are subject to inspection at any time for any reason. Upon inspection, Dayton Freight Lines, Inc. reserves the right to confirm 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 in our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of a shipment is proof of shipper's compliance with any such applicable provisions. By tendering the shipment to us, shipper, consignee, and any interested third party consent to such inspections and agree that Dayton Freight Lines, Inc. will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Dayton Freight Lines, Inc. is grossly negligent in its performance of the inspection.

Any shipment inspected by Dayton Freight Lines, Inc. that results in a correction to the Bill of Lading including (A) density of the shipment, (B) the actual or released value of item as defined in the NMFC, (C) classification shall be subject to the following:

\*In the case where the linehaul portion of the freight charges increase by a minimum of \$1.00, a \$25.00 correction fee shall be assessed plus any and all applicable freight charges and fuel surcharge. Accessorial charges shall be modified accordingly.

\*In the case where the linehaul portion of the freight charges decrease, once the applicable freight reduces by \$25.00 or more, the \$25.00 correction fee will be assessed plus all applicable fuel surcharges. Accessorial charges shall be modified accordingly.

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For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

## **RULES AND REGULATIONS**

## WEIGHING SERVICE OR WEIGHT VERIFICATION FEE

## **ITEM 1015**

In the event that the shipper of products, goods, or commodities fails to provide the weight of a shipment on the issued Bill of Lading, Dayton Freight Lines, Inc. shall provide the service of weighing the shipment utilizing its Legal for Trade, company-owned scales and will update the bill of lading accordingly. A fee of \$25.00 will be assessed and follow the payment terms on the bill of lading unless otherwise indicated. This fee will also be charged when, for any reason, it is requested by the shipper, consignee, or third party to provide weight verification of a shipment.

At its sole discretion, any shipment in its custody that is reweighed by Dayton Freight Lines, Inc. and results in a correction to the bill of lading original weight shall be subject to the following:

- 1.) In the case where the linehaul portion of the freight charges increase by a minimum of \$1.00, a \$25.00 weight correction fee shall be assessed plus any and all applicable freight charges and fuel surcharge resulting from said reweigh. Associated accessorial charges will be modified according to the corrected weight.
- 2.) Should a weight correction be applied under item (1.) above and the shipment contains mixed commodities, the variance between the actual weight and the stated weight will be modified at the rate of the highest classed article on the bill of lading.
- 3.) Should a shipper, consignee or third party request Dayton Freight Lines, Inc. to utilize a certified public scale for weight verification, a charge of \$75.00 shall apply and be billed according to the payment terms on the original bill of lading.

In the case where the weight is changed on a shipment that is a density based item in NMFC, the freight classification on the original bill of lading will be used unless the shipper or consignee can produce irrefutable supporting documentation showing clear evidence of the LxWxH and corresponding weight of each handling unit of the shipment.

# CHARGES ON SHIPMENTS REQUIRING AN UNLOADING ALLOWANCE

# **ITEM 1020**

Shipments picked up or consigned to any Distribution Center requiring an unloading and/or loading allowance shall be subject to an additional charge of \$1.00 per 100 pounds. These additional charges will not be subject to any discount or reduction.

#### **LUMPER SERVICES**

# **ITEM 1030**

When Carrier is required to utilize the services of a lumper at a grocery warehouse or similar consignee location to perform delivery a fee of \$3.00 CWT, subject to a minimum charge of \$125.00 per shipment shall apply. This fee shall be applied to the debtor of the freight bill and shall not be subject to additional sorting and segregating charges.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

#### **RULES AND REGULATIONS**

# **CROSS DOCK FREIGHT HANDLING FEE**

**ITEM 1040** 

When Shipper requests Carrier to perform a cross dock function at one of its service centers, a charge of \$1.50 CWT, subject to a minimum charge of \$25.00 shall apply.

## **INDEMNIFICATION**

**ITEM 1050** 

Shipper shall indemnify, defend, and hold harmless Carrier, including its respective officers, directors, agents, employees and other affiliated companies, from and against any and all claims, demands, losses, damages, costs, and expenses (including reasonable attorney's fees, costs, and expenses incidental thereto) associated with or resulting from injury to or death of any person, injury to property, violation of any local, state, or federal laws and regulations, or strict liability imposed by any law or regulation in connection with the services requested by Shipper and provided by Carrier hereunder. In no event shall Carrier be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.

## **ITEM 1055**

# **FORCE MAJEURE**

Neither party hereto shall be liable for failure to perform, or delay in the performance of any of the terms or provisions hereof when such failure or delay is occasioned by acts of God, a public enemy, terrorists, war, floods, storms, or other weather conditions, earthquakes, accidental fires, strikes, lockouts or other labor disturbances, riots, insurrections, civil commotion, governmental acts or regulations, closing of public highways, or any other circumstances or conditions beyond the reasonable control of said party, and without the fault or neglect of such party, whether or not similar to the foregoing. Carrier's liability under a force majeure event shall be the actual fair market value of the goods subject to a maximum of \$2.50 per hundred pounds subject to a maximum liability of \$2,500.00 per occurrence. Should FAK liability apply and be less than stated prior, FAK liability would prevail over the limitation contained herein.

#### **CONFIDENTIALITY NOTICE**

**ITEM 1060** 

Carrier may disclose information of any nature regarding any agreement to its subsidiaries, affiliates, and related entities and may disclose information as specifically required by law including but not limited to payment and audit purposes.

# **ITEM 1070**

## **DEFAULT TARIFF**

When a tariff/rate base, other than current Dayton Freight Lines, Inc. tariff/rate base, is to be utilized for rating customer's bills/quotes and the bill(s)/quotes(s) indicate origin and/or destination zip code(s) not incorporated in the subject rate base, then the rating of the shipment will be subject to rates on the Dayton Freight Lines, Inc. tariff in effect at time of shipment to include published discount.

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999

EFFECTIVE: July 13, 2020

## **RULES AND REGULATIONS**

# ITEM 9999 EXPLANATION OF ABBREVIATIONS

AQ Any Quantity I.C.C. Interstate Commerce Commission C or Col Collect i.e. That is In., in. or " C.F.R. Code of Federal Regulation Inch or Inches C.O.D. Collect on Delivery Incl. Inclusive Concl'd. Concluded Lbs. or lbs. Pounds Cubic LTL Less Truckload Cu. Cu. Ft. Cubic Foot or Feet M/C or Min. Minimum Charge CWT Hundredweight (100 Pounds) **NMFC** National Motor Freight Classification Dayton Freight Lines, Inc. DAFG P or Ppd. Prepaid Truckload Disc. Discount TL Et Cetera (and so forth) Namely Etc. Viz: Volume e.g. For example Vol. FAK Freight All Kinds Wt. Or Wts Weight or Weights Ft., ft. or ' Foot or Feet

## **EXPLANATION OF REFERENCE MARKS OR SYMBOLS**

•	Increase	Ø	See Corresponding reference
<b>6</b> %	Decrease	R	No change in rates/charges
σ	Changes in wording which result in neither increases nor reductions in charges	•	Paragraph
*	New Item	∉	Except an noted
®	See corresponding reference	τ	Transferred
§	See corresponding reference	&	And
%	Percent	\$	Dollars

For explanation of abbreviations and reference marks for standard use throughout this tariff, see Item 9999