

SUTTON TRANSPORT, INC.
WESTON, WI 54476

SUON 125
TERMINAL RULES TARIFF

**Provisions contained herein apply on all shipments moving
Interstate and Intrastate**

**Effective
January 1, 2018**

This tariff applies only in connection with Sutton Transport, Inc., public or private tariffs, price sheets, rate disks, contracts; other participating carrier's tariffs or Sutton Transport, Inc., public or private tariffs making reference to the tariff, price sheets or rate disks or other motor carriers or logistic services for the application of rates where any of which makes specific reference to this tariff as SUON 125 series.

SUTTON TRANSPORT, INC.
Rules Tariff

Table of Contents

<u>Subject</u>	<u>Item</u>
Abbreviations, Explanation of	120
Application of Fuel Surcharge	140
Advancing Charges	180
Arrival Notice and Undelivered Freight	200
Bills of Lading	220
Bills of Lading – Contract Terms and Conditions	240
Border Crossing Security Charge	1090
Bulky Over-Sized or Low Density Freight - Minimum Charge	580
Capacity Loaded Vehicle	260
Charge for Returned Checks	160
Collect On Delivery (COD) Shipments	280
Customs or In-Bond Freight	320
Definitions	100
Delivery Service after Business Hours:	340
Density - Method of Determining	360
Detention – Trailer with Tractor	380
Detention – Trailer without Tractor	400
Exclusive Use of Vehicle Service	300
Exempt Commodities, Classification Of	420
Extra Labor	460
Failure to Make Timely Payment of Charges	2010
Fuel Surcharge	140
Guarantee of Charges	840
Hazardous Materials	500
Heater Service--Protective Service	920
High Value Coverage / Limited Liability	520
Household Goods or Personal Effects - Minimum Charge	560
Hydraulic Liftgate Service	1000
Inside Pickup or Delivery Service	480
Limited Liability / High Value Coverage	520
Low Density or Bulky Over-Sized Freight - Minimum Charge	580
Marking Or Tagging Freight	540
Notify Before Delivery Service	600
Offset of Overcharge and Loss & Damage Claims	620
Packing or Packaging Requirements	650
Pallets / Containers (Shipments Transported In or On Shipping Carriers)	660
Payment of Charges	640
Pickup or Delivery Service - General Application	720
Pickup or Delivery Service - Construction Sites, Mine Sites, Utility Sites or Prisons	680
Pickup or Delivery Service - Convention Centers, Exhibitions or Trade Shows	700
Pickup or Delivery Service - Residential	740
Pickup or Delivery Service - Saturdays, Sundays or Holidays	760
Pickup or Delivery Service - Self-Storage Warehouses	780
Pre-Lodging - Prior Delivery of Freight Bills	820
Precedence of Rates	800
Prepayment of Charges	860
Prohibited or Restricted Articles	900
Protective Service--Heater Service	920
Quotations of Estimated Charges	1020
Reconsignment or Diversion	940
Redelivery	960
Residential Pickup or Delivery Service	740
Sorting and/or Segregating Service	980
Special Services - Hydraulic Lift-gate Service	1000
Special Services – Quotation of Estimated Charges	1020

Stop-off to Complete Loading or For Partial Unloading
Storage Service
Transfer of Lading

1040
1060
1080

ACCESSORIAL CHARGES AND RULES

DEFINITIONS

ITEM 100

1. "BUSINESS DAY" means each day, Monday thru Friday, excluding Holidays.
2. "BUSINESS HOURS" means that time during which operations are generally conducted by the carrier at the point where the service is performed.
3. "CARRIER", "CONSIGNOR" or "CONSIGNEE" includes the authorized representatives or agents of such "carrier", "consignor" or "consignee".
4. "CONSIGNEE TO UNLOAD THE SHIPMENT" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. "CONSIGNOR TO LOAD THE SHIPMENT" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. "HOLIDAY" means: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed.
7. "JOINT-LINE TRAFFIC" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup or delivery service as agent of the carrier.
8. "PLACE" means a particular street address or other designation of a factory, store, warehouse, place of business or private residence at a "point". The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.
9. "POINT" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
10. "SINGLE LINE TRAFFIC" means the transportation of a shipment via one carrier whether pickup or delivery service is performed by such carrier or for its account by another carrier as its agent.
11. "SITE" means a particular platform or specific location for loading or unloading at a "place".
12. "TRAFFIC HANDLED DIRECT" means the transportation of a shipment via only one motor carrier whether pickup or delivery service is performed by such carrier or for its account by another carrier as its agent.
13. "TRUCK" or "VEHICLE" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
14. "ANY QUANTITY (AQ)"--An AQ rate or rating is one which is specifically designated AQ in this appendix or transportation agreements making reference to this appendix and are those applicable to the articles regardless of the quantity or weight of the shipment.
15. "LESS THAN TRUCKLOAD (LTL)"--An LTL rate or rating is one which is specifically designated LTL and are those applicable to a quantity of freight less than the Volume or Truckload Minimum Weight specified. L5C, 5C, 1M, 2M, 5M and 10M are LTL rates/ratings. "VOLUME OR TRUCKLOAD (VOL or TL)"--A VOL or TL rate or rating is one which is specifically designated VOL or TL and are those for which a VOL or TL Minimum Weight is specifically provided. 20M, 30M and 40M are VOL/TL rates/ratings. "SPOT QUOTE" means a non-published estimate of charges based on the facts made known to carrier and is subject to change on a daily basis due to balance, carrier need or other freight characteristics and is valid for a period of seven (7) days or less. A Spot Quote is subject to liability limitations as provided in Item 1020 herein unless a different liability limitation is established at the time the spot quote is given.
16. "DOUBLES TRAILER (PUP)" means a trailer 29 feet or less in length.
17. "VEHICLE" means a trailer 35 feet or greater in length.

ABBREVIATIONS, EXPLANATION OF

ITEM 120

PART I

Where two-letter abbreviations of states located within the United States are used the abbreviations will be explained as follows:

United States

AK	Alaska	KY	Kentucky	NY	New York
AL	Alabama	LA	Louisiana	OH	Ohio
AR	Arkansas	MA	Massachusetts	OK	Oklahoma
AZ	Arizona	MD	Maryland	OR	Oregon
CA	California	ME	Maine	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DC	District Of Columbia	MO	Missouri	SD	South Dakota
DE	Delaware	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas

GA	Georgia	NC	North Carolina	UT	Utah
HI	Hawaii	ND	North Dakota	VA	Virginia
IA	Iowa	NE	Nebraska	VT	Vermont
ID	Idaho	NH	New Hampshire	WA	Washington
IL	Illinois	NJ	New Jersey	WI	Wisconsin
IN	Indiana	NM	New Mexico	WV	West Virginia
KS	Kansas	NV	Nevada	WY	Wyoming

Where two-letter abbreviations of provinces located within Canada are used, the abbreviations will be explained as follows:

PART II

AFB	Air Force Base	Min	Minimum
a/k/a (aka)	Also known as	MT or Mt	Mount
AQ	Any Quantity	MW	Minimum Weight in pounds, except as otherwise provided
Auth	Authority	MX	Mexico
C	Denotes hundred pounds	N	North
CN	Canada	NO	Number
c/o	Care of	NOS	Numbers
COD	Collect on Delivery	Oz	Ounce
Col	Column	Par	Parish
Conc	Concluded	PCF	Per Cubic Foot
Cont	Continued	S	South
CR	Certificate of Registration	Sec	Section
Cwt	Per 100 pounds	SU	Set-Up
Cy	County	MF	Motor Freight
d/b/a (dba)	Doing business as	Thru	Through
E	East	S	South
Hwy	Highway	TL	Truckload
KD	Knocked down	Viz	Namely
KDF	Knocked down flat	VMW	Volume Minimum Weight in pounds, except as otherwise provided
LTL	Less than truckload	VOL	Volume
M	Denotes thousand pounds	Vol min wt	Volume minimum weight
MC	Minimum Charge	W	West
M.C.C. (MCC)	Motor Common Carrier	Wt	Weight

FUEL SURCHARGE ITEM 140

FUEL SURCHARGE TABLE

When the Weekly D.O.E. National Fuel Average exceeds \$1.10 per gallon, a fuel surcharge will apply and should be shown as a separate charge on the carrier's freight bill. Fuel surcharges will be applied as a percent of the total line-haul charges after discounting and excluding Accessorial Charges. The D.O.E. is published each Monday and the national average will be used to determine the appropriate percentage to use. Fuel surcharges will be effective each Tuesday based on the National Fuel Average published on Monday of that week.

Fuel Surcharge Table		
When the DOE National Fuel Index Is:		
At least (cents/gal)	Less than (cents/gal)	****
2.191	2.200	17.0%

PART II--UNDELIVERED FREIGHT

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

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

When a shipment is undeliverable carrier will issued a "Freight On-Hand Notice" by certified mail, return receipt requested, or electronically via facsimile transmission or over the internet, to the consignor and consignee. A charge will be assessed for this service, as follows:

Charge Per Shipment \$4.00 CWT per day subject to M/C \$45.00

Undeliverable shipments will be subject to Detention or Storage Charges, as the case may be. See ITEM 380 (DETENTION--TRAILER WITH TRACTOR); or ITEM1060 (STORAGE SERVICE)

BILLS OF LADING

ITEM 220

SECTION I-- CORRECTED

1. Corrected Bills of Lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
2. A 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. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within the prescribed credit guidelines.
3. A request to change the original freight charges collection status from collect to prepaid will require a corrected Bill of Lading from the shipper and the shipper must have established credit with carrier.
4. Any change in collection status will not be permitted after payment has been received.
5. A charge of \$25.00 will be assessed against the party requesting the change of payer for processing the correction. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in lieu of a corrected Bill of Lading, subject to all other provisions of this item. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected Bill of Lading.
6. Corrected Bills of Lading changing the description, density or weight of commodities in a shipment will not be accepted by carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected Bill of Lading. Carrier reserves the right to refuse corrections where the validity of the correction information has not been verified to the satisfaction of carrier, or where execution of the correction request would violate laws, rules or regulations.

SECTION II--EXPORT SHIPMENTS

Shipments for Export should have the notation "FOR EXPORT" entered on the Bill of Lading.

BILLS OF LADING - CONTRACT TERMS AND CONDITIONS

ITEM 240

1. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's Bill of Lading or as specified by regulatory commission in effect on the date the shipment was tendered to the carrier. Only carrier personnel with the title of Vice President or higher are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of the freight. Continued use of an unauthorized Bill of Lading by the shipper will not constitute an implied acceptance by the carrier.

CAPACITY LOADS

ITEM 260

Shipments that occupy or require 1600 cubic feet and weigh less than 20,000lbs or utilizes a linear length of 24 feet or more in the trailer, will be considered a trailer loaded to capacity and subject to a minimum charge determined as follows:

To all other points served direct \$3.00 per mile; in no case will the minimum charge for a capacity load be less than \$550.00 per trailer.

ON INTERLINE SHIPMENTS:

On all shipments \$4.00 per mile; in no case will the minimum charge for a capacity load be less than \$900.00 per trailer.

3. If the lock or seal must be removed from the vehicle it will be immediately resealed or relocked and the new lock or seal number will be indicated on the accompanying papers along with the reason for its removal.
4. When a request for "Exclusive Use" service is made after the shipment has been received, carrier will make every effort to intercept the shipment and convert it to "Exclusive Use" Service over as much of the route as possible. A written request will be considered part of the Bill of Lading contract.
5. "Exclusive Use" Service cannot be provided for split pickup, split deliveries or stop-in-transit shipments.
6. Charges for "Exclusive Use" Service will be the applicable rates and charges, subject to a Minimum Charge using the current agreed to rates, as follows:
 1. Quoted based on available equipment, driver and services required.
 - 2.
7. Charges for "Exclusive Use" Service are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation on the Bill of Lading (Section 7) may not be executed.

CUSTOMS OR IN-BOND FREIGHT ITEM 320

1. Shipments moving under United States Customs Bond for U.S. Customs clearance will be subject to the following additional charges:

a. Charge per 100 pounds	\$2.75
b. Minimum Charge Per Shipment	\$55.00
c. Maximum Charge Per Shipment	\$150.00

 - d. Line haul charges on shipments requiring U.S. Customs clearance at a point, other than the final destination, will be assessed on a combination of rates and charges over the point of U.S. Customs clearance. Combination of rates and charges will not be assessed when the ultimate consignee is located at the point of U.S. Customs clearance.
2. Freight moving In-Bond may not be included in the same shipment on the same Bill of Lading with freight not moving In-Bond.
3. Shipments awaiting U.S. Customs clearance will be subject to Detention Charges or Storage Charges.
 - e. See ITEM 380 (DETENTION--TRAILER WITH TRACTOR); or ITEM 1060 (STORAGE SERVICE)
 - f. Any Detention or Storage Charges will be assessed against the shipper on Export shipments and against the consignee on Import shipments. For the purpose of applying Storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs Inspection will constitute tender of shipment for delivery.
4. Each I.T. Permit (Immediate Transportation Permit) issued for movement of an In-Bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and Shipping Order.
5. Shipments tendered in a vehicle sealed by or at the request of the shipper, or as required by competent authority, will be assessed on the basis of full visible capacity. Shipments cleared in route by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
6. When it is necessary to purchase and apply "High Security Red In-Bond Seals" for shipments moving under U.S. Customs Bond, a charge will be assessed for each seal of \$32.00.

DELIVERY SERVICE AFTER BUSINESS HOURS ITEM 340

An additional charge to be quoted per shipment will apply when delivery is required to be made between the hours of 8 P.M. and 6 A.M. The charge will be assessed against the consignee regardless of whether the shipments are moving prepaid or collect. Charges will be quoted on equipment, manpower and services requested, but not less than \$125.00.

DENSITY-METHOD OF DETERMINING ITEM 360

1. "DENSITY" means "POUNDS PER CUBIC FOOT".
2. Where classes and/or charges are applicable, according to the density of articles as tendered for shipment, the density may be determined as follows:
 - a. LOOSE ARTICLES OR PIECES OR PACKAGED ARTICLES OF AN ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE:
 - i. MULTIPLY the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections; and then
 - ii. DIVIDE by 1728 cubic inches (one cubic foot).

The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
 - a. CYLINDRICAL SHAPED ARTICLES OR ARTICLES, OTHER THAN OF AN ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE:
 - i. Square the greatest dimension of the article in inches (multiply the greatest dimension in inches by itself); and then
 - ii. MULTIPLY that result by the height or length in inches.
 - iii. DIVIDE by 1728 cubic inches (one cubic foot).

The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet.
3. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

EXTRA LABOR**ITEM 460**

1. Under normal conditions only one man per vehicle is provided. However, if additional assistance is needed to load or unload the freight, extra labor can be provided (subject to availability) to assist in loading, unloading or transferring freight.
2. The following charges will apply for extra labor:
 - a. For first 3 hours or less (Per Extra Man) \$85.00
 - b. For over 3 hours, but not over 8 hours (Per Extra Man, Per Hour) \$50.00
 - c. Each additional hour in excess of 8 hours (Per Extra Man, Per Hour) \$50.00
4. Time spent by extra labor will be computed from the time the extra labor arrives at the work location until the loading or unloading is completed. The charges will be paid by the shipper if extra labor is used for loading and by the consignee if the extra labor is used for unloading.

INSIDE PICKUP OR DELIVERY**ITEM 480****(HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE)**

1. When requested by shipper or consignee, and carrier's operating conditions permit, carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 720 (PICKUP OR DELIVERY SERVICE).
2. Service under this item will be provided to floors above or below the level accessible to the carrier vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to carrier.
3. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place a vehicle for loading or unloading if separated only by an intervening public sidewalk.
4. If a parking space, suitable for carrier to place its vehicle for loading or unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
5. If the distance from the rear of the carrier trailer to the point of delivery is not more than sixty-five (65) feet and the shipment can be unloaded within that distance then an inside delivery has not been performed, provided the carrier driver is not inside the business, warehouse, etc. prior to moving the distance of sixty-five (65) feet from the rear of the carrier's trailer.
6. Once the carrier's driver is inside the business, warehouse, etc. the shipment(s) will be placed at a point far enough away from the door to place the entire shipment(s) inside out of the weather. Within these guidelines no inside delivery charge is to be applied.
7. The charges for moving a shipment from or to a position beyond the immediately adjacent loading or unloading position (Inside Pickup or Delivery Service) will be as follows:
 - a. Charge Per 100 Pounds \$4.75
 - b. Minimum Charge Per Shipment \$50.00
 - c. Maximum Charge Per Shipment or Per Vehicle \$450.00
8. Unless the Bill of Lading is specifically endorsed to show prepayment of charges in this item, they will be collected from the party requesting such service.

HAZARDOUS MATERIALS**ITEM 500**

Carrier will accept shipments of hazardous materials, except as indicated below, for transportation in accordance with transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions: (See NOTE A)

1. Shipments of hazardous wastes; hazardous substances for disposal, radioactive materials and other forbidden freight listed in section III, Item 900 of this appendix will not be accepted for transportation.
2. A charge of \$25.00 per shipment will apply Shipper must comply with all regulatory provisions.
3. If the carrier is required to transport a shipment via a route that exceeds 115% of the carrier's normal route of movement from origin to destination, the distance in excess of 115% will be charged for at a rate per mile of \$4.50
4. When special permits authorizing the transportation of specific shipments of hazardous materials are required by Federal, State or Local regulations, the purchase cost of such permits, plus a service charge per permit per state of \$25.00 in which a permit is procured shall be collected from the shipper or the party requesting movement of the shipment. Evidence of payment of all permit charges shall be furnished by the carrier to the shipper or the party requesting movement of the shipment upon request.
5. Any notation on the Bill of Lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require "Exclusive Use of Vehicle" service in accordance with provisions of Item 300.

NOTE A-- Nothing in this rule shall obligate carriers to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.

**LIMITED LIABILITY AND HIGH VALUE
COVERAGE, CARGO LOSS OR DAMAGE**

ITEM 520

PART I -- LIMITATION OF CARRIER'S LIABILITY--ARTICLES OF EXTRAORDINARY VALUE

(See NOTES A and B)

1. The liability of carrier for cargo loss or damage on "USED" commodities will be limited to a maximum liability not exceeding \$.25 per pound per package. These provisions will apply on all "USED" commodities.
 - a. On shipments of commodities or articles subject to class ratings carrier's maximum liability will be:
 - (1) Actual invoice value;
 - (2) Limited liability provisions shown on the bill of lading;
 - (3) Applicable limited liability provisions of STB NMF 100 series; or
 - (4) \$10.00 per pound per package, whichever is less.
subject to a maximum liability per shipment of \$75,000.00
 - b. When charges are determined using an Exception Class, including Freight All Kind (FAK), Exception Class, Pallet Tariff or Spot Quote carrier's maximum liability will be:
 - (1) Actual invoice value;
 - (2) Limited liability provisions shown on the bill of lading;
 - (3) Applicable limited liability provisions of STB NMF 100 series; or
 - (4) Maximum per pound per package by FAK/Exception Class/Pallet Tariff or Spot Quote will be determined by Class 50 as listed herein, whichever is less. subject to a maximum liability per shipment of \$75,000.00

FAK/EXCEPTION CLASS	MAXIMUM LIABILITY	FAK/EXCEPTION CLASS	MAXIMUM LIABILITY
50	\$1.00	70	\$3.50
55	\$1.50	77.5	\$5.00
60	\$2.00	85	\$7.50
65	\$3.00	92.5 and higher,	the maximum liability is \$10.00/pound per package

1. Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and will not be accepted for transportation (See PART III of this item)
2. Shipments inadvertently accepted with an invoice value exceeding the value shown in (1) above, will be deemed to have been released at the limited liability shown in (1) above.
3. On shipments handled by carrier in connection with another carrier (Motor; Water or Rail), Carrier's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example: If the other carrier's maximum liability is \$10.00 per shipment, the maximum carrier liability of the other carrier and carrier will be \$10.00 for the shipment.
4. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
5. The term "package" means any primary shipping package or container. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over-packed in an additional complying package, the maximum liability of carrier will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.

PART II -- LIMITATION OF CARRIER'S LIABILITY: "USED" COMMODITIES

2. The liability of carrier for cargo loss or damage on "USED" commodities will be limited to a maximum liability not exceeding \$.25 per pound per package. These provisions will apply on all "USED" commodities.
3. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will not be considered as "USED".
4. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$.25 per pound per package, the package will not be accepted. If shipment is inadvertently accepted it will be considered to have been released to a value not exceeding \$.25 per pound per package.
5. Failure of the shipper to declare the commodity as "USED" will not alter the application of this item.

PART III – EXTRAORDINARY VALUE

1. Commodities tendered for shipment with an invoice value exceeding values stated in Part I will be considered to be of "Extraordinary Value".
2. Shipments of Extraordinary Value will not be accepted. If a shipment of Extraordinary Value is inadvertently accepted it will be released to a value not exceeding \$10.00 per pound per piece.

3. Oversized shipments or those whose length exceeds 12 feet will be subject to a maximum liability of .50 per pound per piece or package.

NOTE A-- When shipments move in international commerce from Canada to the USA, carrier liability will be governed by the value on the Bill of Lading. If no value is declared on the Bill of Lading, the carrier's maximum liability will be \$2.00 per pound for the entire weight of the shipment.

NOTE B-- Liability for loss, damage, or delay of cargo moving between Mexico and other countries:

With respect to any shipment originating outside Mexico with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination outside Mexico, carrier shall have no liability, either for itself or for the Mexican carrier involved in the move for loss, damage, or delay while in the possession of the designated brokers, freight forwarders, or Mexican carriers.

MARKING OR TAGGING FREIGHT ITEM 540

1. When it is necessary to mark or tag a shipment to assure that the freight is sent to the proper consignee and destination, carrier will perform this service upon request. As a necessary condition carrier will also remark freight that is re-consigned.
2. The charge for marking or tagging will be:
 - a. Charge Per Package or Piece of Freight \$2.00
 - b. Minimum Charge Per Shipment \$25.00
3. Charges are to be paid by the party requesting this service or guaranteed before the service will be performed. When freight is remarked or retagged as a necessary condition these charges will be payable by the party responsible for payment of the freight charges.

HOUSEHOLD GOODS OR PERSONAL EFFECTS ITEM 560

The Minimum Charge for an LTL or AQ shipment of Household Goods or Personal Effects will be the charge for 500 pounds at the applicable rate, but not less than the Minimum Charge published between the origin and destination in which the traffic is moving.

LOW DENSITY FREIGHT/BULKY ITEM 580 (OVER-SIZED SHIPMENTS CUBIC CAPACITY MINIMUM)

SECTION I - AVERAGE DENSITY

Shipments subject to this rule will be determined as follows:

1. Shipments which occupy 350 cubic feet or more of trailer space with an average density of less than 4 pounds per cubic foot.
2. Shipments which occupy 8 linear feet or more of trailer space with an average density of less than 4 pounds per cubic foot.

SECTION II - CHARGES

The Minimum Charge on shipments subject to this items as provided in SECTION I, will be determined as follows:

1. The applicable class rate will be applied against the number of cubic feet of trailer space the shipment requires multiplied by 6 pounds per cubic foot, subject to minimum of 500 pounds per lineal foot.
2. RATES: The applicable rates to be used in connection with the class determined in Paragraph "1" of this Section will be those named in the contract or pricing agreement having application to the shipment.
3. DISCOUNTS: Discounts provided for in the contract or pricing agreement having application to the shipment will be applied to the gross charges determined above.
- 4.

SECTION III – HEIGHT

The average density and total cubic feet a shipment requires will be determined by the total cubic feet of each unit in the shipment, except:

A vertical dimension (height) of 90 inches shall be used to determine the cube of any unit on top on which freight cannot be loaded because of:

1. The nature of the article or articles as tendered for shipment; or
2. Packaging, or lack of packaging, used; or
3. Palletization in a "pyramid", "rounded off", or "topped off" manner; or
4. Specific instructions by the shipper on the Bill of Lading to the effect that no freight is to be loaded on top of the articles.

SECTION IV - LOADING BY SHIPPER

When loading of the vehicle is performed by the shipper, or its agent, the cubic footage will be determined by the manner in which the shipper, or its agent, loads the shipment. Carrier may rearrange the shipment to comply with the legal requirements of state or other regulatory bodies.

SECTION V - LOADING BY CARRIER

When loading of the vehicle is performed by the carrier, the carrier shall load as fully as conditions permit consistent with safety and precautions against damage and any loading or packing conditions requested by the shipper and noted on the Bill of Lading. The carrier shall use the least amount of cubic capacity possible, observing all legal requirements of state or other regulatory bodies.

SECTION VI - MEASUREMENTS

1. When a shipment is loaded first in the vehicle, the cubic footage will be determined by measuring the inside length of the vehicle along the floor starting at the front of the vehicle and stopping at the furthest point toward the rear where the shipment ends. The width and height (See SECTION III) will be determined by measuring the space occupied by the shipment.
2. When a shipment is not loaded first in the vehicle, the cubic footage will be determined by measuring the inside length of the vehicle along the floor starting from the furthest point where the prior shipment ends and stopping at the furthest point toward the rear where the shipment ends. The width and height (See SECTION III) will be determined by measuring the space occupied by the shipment.

SECTION VII - CARRIER FREIGHT BILL

When this item has application, the carrier's bill will indicate measurements, percent (%) capacity of trailer or linear feet of the shipment which shall be used to determine the density (pounds per cubic foot) and charges applicable to the shipment as provided in Section II of this item.

SECTION VII - NON-APPLICATION

The provisions of this item are not applicable in connection with shipments subject to:

- TL rates or charges;
- Rates stated in dollars and/or cents per mile;
- Rates which apply per vehicle used;
- Capacity Load provisions; or
- Exclusive Use of Vehicle provisions.

NOTIFICATION PRIOR TO DELIVERY (SEE NOTE B) ITEM 600

1. When notice of arrival prior to delivery is required, the following charges will apply in addition to all other applicable charges:
 - a. When delivered by carrier, Charge per Shipment (See NOTE A) \$15.00
 - b. When interchanged to another carrier for final delivery, Charge per Shipment \$35.00
2. When a shipment is consigned to a carrier terminal with instructions to hold the shipment at the terminal for pickup by, or instructions from, the consignee or other party, and such instructions do not include a request for notice of arrival and a telephone number or address for purposes of giving such notice, carrier will, if possible, notify the consignee or other designated party that the shipment has arrived, subject to the charge specified in PART 1(a) above. If carrier is unable, due to no fault of carrier, to give such notice of arrival, storage charges, in accordance with provisions of Item 960 in this appendix, will begin accruing at 8:00 A.M. on the first business day following arrival of the shipment at carrier's destination terminal.

NOTE A-- The provisions of PART 1(a) of this item are not applicable on shipments consigned to a catalog or retail distribution center.

NOTE B-- When the Bill of Lading contains a notation relating to the phone number "For carrier convenience", it will not be considered a request for notification prior to delivery and is not subject to the provisions of this Item

OFFSET OF OVERCHARGE AND LOSS & DAMAGE CLAIMS ITEM 620

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

OVERLENGTH ARTICLES ITEM 640

Shipments with articles greater than 12 feet will be subject to a charge of \$81.75 in addition to applicable linehaul charges.

PAYMENT OF CHARGES ITEM 640

1. All rates, charges or other amounts are stated in U.S. currency.
2. If credit is approved or extended, it is extended up to a maximum of 30 calendar days from the date of billing on PREPAID shipments, and 30 days after delivery on COLLECT shipments.
3. Carrier can revoke credit privileges for non-payment of freight charges or non-compliance with credit terms.

PACKING OR PACKAGING-REQUIREMENTS ITEM 650

1. Packaging must be of a design and have structural integrity adequate to withstand reasonable and normal handling. Packaging should meet or exceed industry standards.
2. Where packing requirements are provided in publications governed hereby, rates or ratings provided in their connection will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets.

PALLETS OR CONTAINERS ITEM 660

(SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS)

(Except Intermodal containers designed for highway use on wheels)

1. Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and received for by the consignee(s) named on the Bill of Lading covering the loaded movement.
2. Any request or provisions noted on the Bill of Lading or Shipping Order at the time of shipment requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be not binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

PICKUP OR DELIVERY AT CONSTRUCTION ITEM 680

SITE, MINE SITE, UTILITY SITE, RURAL ROUTE,

CHURCH, SCHOOL, MILITARY BASE, FARM

PRIVATE RESIDENCE, FAIR, OR PRISON

Shipments delivered to or picked up at construction sites, mine sites, utility sites as defined in Notes 1, 2, and 3 below, or prisons will be subject to the following charges in addition to all other applicable charges:

Minimum Charge per Shipment \$45.00

Note 1: Construction Site is defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2: Mine Site is defined as the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples or similar receiving facilities) on such property.

Note 3: Utility Site is defined as a power generation station, whether nuclear, thermal, hydroelectric or fossil fuel, or pumping station.

PICKUP OR DELIVERY SERVICE AT ITEM 700

CONVENTION CENTERS, EXHIBITIONS

OR TRADE SHOWS

1. If carrier does not provide direct pickup or delivery service at Convention Centers, Exhibitions or Trade Shows. Shipments originating from or consigned to such locations will be picked up or delivered by an Agent who specializes in providing service from or to such locations.
2. Applicable linehaul charges do not include pickup or delivery service at these locations.
3. The party responsible for payment of the linehaul charges will also be responsible for payment of charges due the Agent. Charges due the Agent may be paid by carrier and then added to the carrier Freight Bill or the Agent may bill the responsible party directly for their charges.
4. At those locations where carrier is unable to secure an Agent to provide this service and the pickup or delivery is performed by carrier, the applicable charges will be determined by rating the shipment from origin to destination as follows: shipments will be prepaid and subject to a minimum charge determined by the applicable class 100 rate. Shipments subject to the provisions of this item shall not be subject to any otherwise applicable discounts

PICKUP OR DELIVER SERVICE ITEM 720

Rates in the pricing agreements referencing this appendix include one pickup and loading and one delivery and unloading during normal business hours, subject to the following provisions:

PLACEMENT OF VEHICLE FOR LOADING

At the request of the shipper, carrier will furnish and place a vehicle at the loading site designated by the shipper to pickup a shipment tendered for transportation.

PLACEMENT OF VEHICLE FOR UNLOADING

The delivery of a shipment by carrier to the place of delivery specified on the Bill of Lading will include the placing of vehicle at the delivery site designated by the consignee.

LOADING BY CARRIER

1. Freight tendered for loading shall be so situated by the shipper as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading. Freight shall be considered to be immediately adjacent to a space suitable for carrier to place its vehicle for loading if separated only by an intervening public sidewalk. If a parking space, suitable for carrier to place its vehicle for loading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
2. Loading includes stowing and counting of the freight in or on the carrier vehicle.
3. Carrier will furnish one man per vehicle for loading.

UNLOADING BY CARRIER

1. Freight will be unloaded at the delivery site immediately adjacent to the vehicle. Freight shall be considered to be immediately adjacent to a space suitable for carrier to place its vehicle for unloading if separated only by an intervening public sidewalk. If a parking space, suitable for carrier to place its vehicle for unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
2. Unloading includes the counting and removing of the freight from the position in which it is transported in or on the carrier vehicle.
3. Carrier will furnish one man per vehicle for unloading.

SORTING AND SEGREGATING

Loading or Unloading Service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight, except as provided below:

1. When a shipment is tendered in lots according to size, brand, flavor or other characteristics and is so identified on the Bill of Lading or accompanying papers, normal delivery of the shipment to the consignee in the same manner, includes the placement of such sorted and segregated lots on the platform, dock or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge, to the extent such service is performed within the free time period allowed by applicable detention provisions. If the delivery is not completed within the allowable free time carrier will continue to unload the vehicle, subject to applicable detention charges. (See ITEM 380 (DETENTION--TRAILER WITH TRACTOR) or ITEM 400 (DETENTION--TRAILER WITHOUT TRACTOR))
2. Loading or Unloading Service does not include rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the shipper or the consignee shall furnish the equipment and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading. The carrier employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the shipper or consignee.

LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE

The shipper or consignee may elect to waive the loading or unloading of freight by carrier by performing the loading or unloading of the shipment at its own expense.

MORE THAN ONE LOADING OR UNLOADING SITE

Upon request of the shipper or consignee, Pickup or Delivery Service may be performed at more than one loading or unloading site within the continuous plant, property or premises, provided the sites are not intersected by more than one public thoroughfare.

Rates include one pickup and loading and one delivery and unloading during normal business hours, subject to the following provisions:

HEAVY OR BULKY FREIGHT--LOADING OR UNLOADING

RECONSIGNMENT OR DIVERSION

ITEM 940

CONDITIONS

1. A request for re-consignment must be made in writing and carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to reshipe, return or re-consign a shipment will not be accepted.
2. Carrier will make a diligent effort to execute a request for re-consignment, but will not be responsible if the request cannot be accomplished.
3. All charges applicable to the shipment must be paid or guaranteed before the re-consignment will be made.
4. Entire shipments or portions of shipments may be re-consigned. When a partial shipment is re-consigned, each portion will be considered a separate shipment. The charges applicable in this item will apply for the re-consigned portion with otherwise applicable charges applying on that portion not re-consigned.
5. Instructions for re-consignment of a C.O.D. shipment will be accepted only from the shipper.
6. All re-consigned shipments must be remarked showing the new consignee, address and destination.
7. The line haul charges to the point of re-consignment shall not exceed the charges applicable to the original destination.

CHARGES

1. Change in the name of the shipper or consignee with no change in the place of deliver, prior to or after tender of delivery:
 - a. Charge per Shipment \$40.00
2. Change in the place of deliver within the original destination point:
 - a. Prior to tender of delivery:
 - i. Charge Per Shipment \$40.00
 - b. After tender of delivery:
 - i. Charge Per 100 Pounds \$4.00
 - ii. Minimum Charge Per Shipment \$45.00
 - iii. Maximum Charge Per Shipment or Per Vehicle \$405.00
3. Change in the destination point:
 - a. Combination of rates to and beyond the point of re-consignment.
4. If a request is received from the shipper prior to the shipment leaving the origin terminal for return of the shipment to the original place of shipment, delivery to another carrier at the point of origin, or relinquishment of the shipment to another carrier at origin terminal:
 - a. Charge Per 100 Pounds \$2.00
 - b. Minimum Charge Per Shipment \$15.00
 - c. Maximum Charge Per Shipment \$100.00
5. When the shipper or consignee, or it's agent, elects to accept the shipment at the carrier's terminal located at the point of re-consignment:
 - a. Charge Per 100 Pounds \$2.00
 - b. Minimum Charge Per Shipment \$25.00
 - c. Maximum Charge Per Shipment \$125.00

REDELIVERY

ITEM 960

1. When a shipment is tendered for delivery and delivery cannot be accomplished for reasons beyond the control of carrier, no further tender will be made except upon request.
2. When redelivery to consignee's place is requested, the following charges will apply for each additional tender or final delivery of the shipment:
 - a. Charge Per 100 Pounds \$4.00
 - b. Minimum Charge Per Shipment \$45.00
 - c. Maximum Charge Per Shipment \$425.00
3. If the consignee chooses to pickup the shipment at the carrier's terminal facility rather than having it redelivered, the following charges will be assessed:
 - a. Charge Per 100 Pounds \$1.00
 - b. Minimum Charge Per Shipment \$15.00
 - c. Maximum Charge Per Shipment \$100.00

SORTING AND/OR SEGREGATING

ITEM 980

1. Shipments that require sorting and/or segregating will be subject a charge per carton (or per piece) or a charge per 100 pounds, whichever is greater, subject to a minimum charge per shipment, as follows:
 - a. Charge Per Carton or Per Piece \$.75
 - b. Charge Per 100 Pounds \$2.75

- c. Minimum Charge Per Shipment \$45.00
- 2. Charges will be payable by the party requesting the service.
- 3. Charges will be in addition to Detention Charges, if applicable to the shipment.

SPECIAL SERVICES - HYDRAULIC LIFTGATE SERVICE ITEM 1000

- 1. Carrier will provide Hydraulic Liftgate Service at time of pickup or delivery, subject to availability of equipment.
- 2. Standard transit times may be exceeded by 1-2 business days when this service is requested.
- 3. Charges for Hydraulic Liftgate Service will be as follows:

	Direct	I/L
a. Charge Per 100 Pounds	\$3.50	\$3.50
b. Minimum Charge Per Shipment	\$75.00	\$100.00
c. Maximum Charge Per Shipment	\$250.00	\$450.00
- 4. The charges for Hydraulic Liftgate Service will be in addition to otherwise applicable charges and the party requesting this service will be responsible for payment of these charges. Weight per unit cannot exceed 1700#.

SPECIAL SERVICES - QUOTATION OF ESTIMATED CHARGES ITEM 1020

When carrier has furnished, either orally or in writing, an estimate of applicable charges, such estimate will be given on basis of effective provisions as applies to those facts concerning shipments which are made known to carrier. 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 either on carrier or the shipper. All transportation charges on a shipment will be assessed on basis of applicable provisions in effect at time of shipment as applies to commodity shipped and transportation and related services performed in connection therewith.

STOPOFF TO COMPLETE LOADING OR FOR PARTIAL UNLOADING ITEM 1040

Shipments subject to Truckload or Volume rates may be stopped at multiple locations to complete loading or for partial unloading. A maximum of four (4) stops, not including initial pickup and final delivery are allowed. Stopoff for unloading will not be provided on COD shipments or on shipments moving under Exclusive Use of Vehicle provisions. Charges will be calculated on the minimum weight or actual weight, whichever is greater, for the entire shipments from the origin, or from any stopoff point for which the highest charges apply. Additional charges will be assessed, as follows:

First Stop	\$125.00
Second Stop	\$125.00
Third Stop	\$100.00
Fourth Stop	\$75.00

All freight charges must be PREPAID. If the mileage from the origin to the final destination via the stopoff point exceeds 115% of the direct mileage from the origin to the final destination, the mileage in excess of 115% will be:

Charge per Mile in Excess of 115%	\$2.50
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The charge per mile as shown in Paragraph "5" of this item will be in addition to the Stopoff Charge and all other charges assessed against the shipment. Mileage will be determined from Household Goods Carriers Mileage Guide (HGB) 100 series (MILEAGE GUIDE).

STORAGE SERVICE ITEM 1060

When storage is needed due to an act of the shipper, consignee or owner, or it is being held for customs clearance or inspection; carrier can assist you by storing the shipment at one of our terminals or move it to a public warehouse at you request. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after freight is received. Storage charges on undelivered freight will begin at 7:00 A.M. the first day of business day after the notice of arrival has been given. No Storage charges will be made when freight is tendered for delivery within 24 hours after the notice of arrival has been given. Storage charges will end when carrier is authorized to deliver or transport the freight as a result of action by the shipper, consignor, owner or customs official. When carrier is providing Storage Services, liability is that of a warehouseman rather than a common carrier.

- Charges for freight stored at carrier's terminal will be:
- 1. Charge Per 100 Pounds Per Day for Each Day the Shipment is Stored \$4.00
 - 2. Minimum Charge Per Shipment Per Day \$45.00
 - 3. Minimum Charge Per Shipment (Total Storage Time) \$45.00
 - 4. Maximum Charge Per Shipment Per Day \$75.00

Charges must be paid or guaranteed before the service will be performed. Upon request shipments can be moved to a public storage facility. Charges will be as follows:

- 1. Charge Per 100 Pounds \$3.00

- | | |
|--------------------------------|---------|
| 2. Minimum Charge Per Shipment | \$30.00 |
| 3. Maximum Charge per Shipment | \$90.00 |

Charges must be paid or guaranteed before the service will be performed.

ILLINOIS TOLL CHARGE **ITEM 1070**

Shipments destined to or from points in Illinois with 3 digit Zip Code prefix of 600 – 608;610 - 611 will be subject to an additional charge of \$5.00 per shipment.

TRANSFER OF LADING **ITEM 1080**

When shipments cannot be picked-up with the vehicle to be used in transporting the shipment over the highway, or cannot be delivered with the vehicle that was used in transporting the shipment over the highway, or when the shipper or consignee requests that the shipment be picked-up or delivered in a vehicle, other than the vehicle used in transporting the shipment over the highway, the following charges will be assessed for this Transfer Service.

- | | |
|--------------------------------|----------|
| 1. Charge Per 100 Pounds | \$2.75 |
| 2. Minimum Charge Per Shipment | \$115.00 |

The party requesting this service will be responsible for payment of these charges.

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