



## **SUON 125 TERMINAL RULES TARIFF**

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

**Effective  
March 1, 2020**

**Revised  
December 1, 2020**

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**

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**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<br>(aka)  | Also known as               | MT or<br>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<br>(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<br>wt | Volume minimum weight   |
| MC              | Minimum Charge              | W             | West  |
| M.C.C.<br>(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% |

| <b>Fuel Surcharge Table</b>                 |                              |             |
|---|------------------------------|-------------|
| <b>When the DOE National Fuel Index Is:</b> |                              |             |
| <b>At least (cents/gal)</b>                 | <b>Less than (cents/gal)</b> | <b>****</b> |
| 2.201                                       | 2.210                        | 17.1%       |
| 2.211                                       | 2.220                        | 17.2%       |
| 2.221                                       | 2.230                        | 17.3%       |
| 2.231                                       | 2.240                        | 17.4%       |
| 2.241                                       | 2.250                        | 17.5%       |
| 2.251                                       | 2.260                        | 17.6%       |
| 2.261                                       | 2.270                        | 17.7%       |
| 2.271                                       | 2.280                        | 17.8%       |
| 2.281                                       | 2.290                        | 17.9%       |
| 2.291                                       | 2.300                        | 18.0%       |
| 2.301                                       | 2.310                        | 18.1%       |
| 2.311                                       | 2.320                        | 18.2%       |
| 2.321                                       | 2.330                        | 18.3%       |
| 2.331                                       | 2.340                        | 18.4%       |
| 2.341                                       | 2.350                        | 18.5%       |
| 2.351                                       | 2.360                        | 18.6%       |
| 2.361                                       | 2.370                        | 18.7%       |
| 2.371                                       | 2.380                        | 18.8%       |
| 2.381                                       | 2.390                        | 18.9%       |
| 2.391                                       | 2.400                        | 19.0%       |
| And so on .....                             |                              |             |

**CHARGE FOR RETURNED CHECKS**

**ITEM 160**

An additional charge will be assessed against the customer's account for checks returned to carrier for non-payment due to insufficient funds.

Charge per returned check \$45.00

**ADVANCING CHARGES**

**ITEM 180**

Charges that are incidental to the transportation of the shipment are the only charges that will be advanced to shippers, owners, consignees or agents. The nature of the charges must be stated on the Bill of Lading at the time of shipment. The charge for collecting and/or remitting charges advanced by carrier will be: 6.0% of the amount to be collected, subject to:

Minimum Charge \$30.00  
Maximum Charge \$500.00

This item does not include the advancing of broker's fees on IN-BOND shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

**ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**ITEM 200**

**PART I--ARRIVAL NOTICE**

Tender of delivery at consignee's place constitutes the notice of the arrival of a shipment, except for shipments consigned to a private residence as defined in Item 740.

If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.

The notice will be given by the telephone, facsimile or mail and will specify the point of origin, the shipper, the commodity and weight of shipment. When notified by mail, the notice will be considered to have been given at 8:00 A.M. on the first business day after it was mailed.

All notice of arrival shall be given in this manner unless prior delivery arrangements have been noted on the Bill of Lading by the shipper.

## 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.

### **BLIND SHIPMENT CHARGE**

**ITEM 245**

Shipments requiring blind shipment will be subject to charge of \$20.00, in addition to all other applicable charges.

### **BORDER CROSSING SECURITY CHARGE**

**ITEM 250**

Shipments originating from and or destined to the country of Canada will be subject to a border crossing charge of \$25.95 per shipment, in addition to all other applicable charges.

**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.

OVERFLOW: When a shipment is tendered that cannot be loaded on a single trailer or pup each portion of the shipment that fills a trailer or pup to capacity will be rated as a separate shipment, subject to the minimum charge in Paragraphs 2 or 3. That portion of a shipment remaining that does not fill a trailer or pup to capacity will be rated as a separate shipment.

**COLLECT ON DELIVERY (COD) SHIPMENTS**

**ITEM 280**

Unless otherwise provided, collect on delivery (COD) shipments, subject to a maximum COD amount of \$7,500, will be accepted subject to provisions and charges listed below in 1 thru 10. If carrier inadvertently accepts a COD shipment with a COD amount greater than \$7,500.00 the shipment may be returned to shipper or carrier liability will not exceed \$7,500.

1. Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form", or "Straight" Bill of Lading forms. The letters "COD" must be stamped, typed or written on all such Bills of Lading immediately before the name of consignee; OR, stamped or printed across the face of the Bill of Lading in letters at least one (1) inch in height. Only one "COD" amount may be shown and may not be subject to change dependent upon time or conditions of payment. The Bill of Lading must indicate the following information:
  - a. Collect on Delivery, \$..... and remit to: .....
  - b. Street: .....
  - c. City/State: ..... Zip: .....
  - d. Fee for collecting and remitting to be: Prepaid { } Collect { }
2. Each package must indicate the letters COD, along with the name and address of consignor and consignee.
3. COD packages and other than COD packages will not be accepted on the same Bill of Lading.
4. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee. If for any reason, COD payment is refused by the consignee, carrier is responsible only for the disposition of the shipment in accordance with the Bill of Lading contract. Carrier is not responsible to seek or remit the COD amount to the consignor or owner of the goods.
5. All freight and other applicable charges due carrier should be paid separately and not included in the checks made payable to the consignor for the COD amount.
6. Only the following forms of payment will be accepted in payment of COD amounts:
  - a. Cash, up to a maximum of \$250.00.
  - b. Cashier's Check.
  - c. Company or personal check of the consignee when so authorized in writing or by endorsement on the Bill of Lading.
7. Regardless of the form of payment, it will be accepted at shipper's risk including, but not limited to, the risk of non-payment and forgery. Carrier will not be liable for accepting a facially valid form of payment and will not be obligated to verify the payment instrument.  
All checks for COD amounts shall be made payable to the consignor. Carrier will accept such checks only as the agent of the consignor and carrier responsibility is limited to the exercise of due care and diligence in forwarding such checks to the consignor.
8. The fee for collecting and remitting each COD bill will be 3.5% of the COD amount, subject to:
 

|                                |          |
|--------------------------------|----------|
| a. Minimum charge per shipment | \$40.00  |
| b. Maximum charge per shipment | \$225.00 |

 The fee for collecting and remitting each COD will be collected from the consignee unless otherwise indicated on the Bill of Lading.
9. Carrier will accept only written instructions from the shipper to return the shipment or increase, reduce or cancel the COD amount subject to an additional charge of \$ 20.00
  - a. Carrier will upon written authorization from the shipper change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized subject to an additional charge of \$40.00
  - b. Carrier does not obligate itself to effect the changes but upon request a reasonable effort will be made. If request to change form of payment is received after the shipment has been tendered for delivery and refused by the consignee, redelivery charges will also apply. The consignor must guarantee payment of these charges.

10. Carrier will not be liable for the collection of the COD amount when the shipper fails to mark the Bill of Lading and Packages in compliance with Paragraphs 1 and 2 of this item, or when Carrier inadvertently fails to collect the proper COD amount and the shipper files no claim within 30 days of the shipment's delivery.

### **EXCLUSIVE USE OF VEHICLE SERVICE**

**ITEM 300**

1. Carrier can provide dedicated transportation of commodities so that a shipment is the only one on the trailer.
2. To request "Exclusive Use" Service the customer should provide carrier with a written request or make the request on the Bill of Lading at the time of shipment. A request not to break the seal or not to co-load additional freight will be considered as a request for "Exclusive Use" Service.
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. MULITPLY 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.

**DETENTION-TRAILER WITH TRACTOR ITEM 380**

1. Detention applies when trailers with tractors or power units are delayed or detained either on the premises of the shipper or consignee, or as close thereto as conditions will permit, through no fault of carrier.
2. If the loading or unloading of freight is delayed beyond the free time shown in Paragraph "3", a charge for the time beyond free time will be assessed, as follows:
  - a. Charge per 15 minutes, or fraction thereof, for time beyond free time \$25.00
  - b. Minimum Charge per vehicle \$100.00
3. Free time for loading or unloading of freight:

| ACTUAL WEIGHT IN POUNDS | FREE TIME<br>IN MINUTES | ACTUAL WEIGHT IN POUNDS | FREE TIME<br>IN MINUTES |
|-------------------------|-------------------------|-------------------------|-------------------------|
| -----                   | -----                   | -----                   | -----                   |
| 1 – 2500#               | 15                      | 7501 – 9999#            | 45                      |
| 2501-5000#              | 30                      | 20,001 - 40,000         | 90                      |
| 5001-7500#              | 45                      |                         |                         |

4. Free time will begin when driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time will end on completion of loading or unloading and receipt by the driver of a signed Bill of Lading or Receipt of Delivery.
5. When loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to the carrier terminal. That portion of the shipment in possession of carrier is subject to Storage Charges. The portion of the shipment that is redelivered is subject to Redelivery Charges. (See ITEM 960 (REDELIVERY))
6. In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Where either a single shipment or multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.

**DETENTION-TRAILER WITHOUT TRACTOR ITEM 400**

1. Detention applies when trailers without tractors or power units are delayed or detained either on the premises of the shipper or consignee, or as close thereto as conditions will permit.
2. The responsibility of carrier for safeguarding shipments in spotted trailers will begin when loading has been completed and carrier takes possession of the trailer.
3. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
4. Charges for detention of trailers without tractor or power unit will be as follows:
  - a. Each of the 1st, 2nd and 3rd 24 hours period, or fraction thereof \$30.00
  - b. Each of the 4th, 5th and 6th 24 hours period, or fraction thereof \$50.00
  - c. 7th and each succeeding 24 hours period, or fraction thereof \$125.00

**EXEMPT COMMODITIES, CLASSIFICATION OF ITEM 420**

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

| DENSITY OF SHIPMENT IN<br>POUNDS PER CUBIC FOOT<br>AT LEAST   BUT LESS THAN | CLASS | DENSITY OF SHIPMENT IN<br>POUNDS PER CUBIC FOOT<br>AT LEAST   BUT LESS THAN | CLASS |
|---|-------|---|-------|
| -----   | ----- | -----   | ----- |
| 0.0   1.0   | 500   | 9.0   10.0  | 100   |
| 1.0   2.0   | 400   | 10.0   12.0   | 92.5  |
| 2.0   3.0   | 300   | 12.0   13.0   | 85    |
| 3.0   4.0   | 250   | 13.0   15.0   | 77.5  |

|     |  |     |     |                 |  |      |    |
|-----|--|-----|-----|-----------------|--|------|----|
| 4.0 |  | 5.0 | 200 | 15.0            |  | 20.0 | 70 |
| 5.0 |  | 6.0 | 175 | 20.0            |  | 28.0 | 65 |
| 6.0 |  | 7.0 | 150 | 28.0            |  | 30.0 | 60 |
| 7.0 |  | 8.0 | 125 | 30.0            |  | 45.0 | 55 |
| 8.0 |  | 9.0 | 110 | 45.0 or greater |  |      | 50 |

2. For method of determining density, see Item 360.

**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 furthestmost 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 furthestmost point where the prior shipment ends and stopping at the furthestmost 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 630**

Shipments with articles greater than 8 feet (96”) will be subject to a charge of \$81.75 in additional to applicable linehaul charges.

**PAYMENT OF CHARGES**

**ITEM 640**

1. All rates, charges or other amounts are stated in U.S. currency.
2. All transportation/freight charges are the responsibility of, and must be paid by the shipper, unless a consignee, third party involved in the transportation or the owner of the property is specifically designated, in writing, as the party responsible for payment (“Responsible Party”). In the event the responsible party fails to pay all the transportation charges, the shipper, the consignee and owner of the goods shall be responsible for said payment.
3. 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.
4. Freight charges can be paid in the form of ACH, check or credit card (3.5% transaction fee will apply on credit cards).
5. Carrier can revoke credit privileges for non-payment of freight charges or non-compliance with credit terms.

**FAILURE TO MAKE TIMELY PAYMENT ON CHARGES**

**ITEM 645**

1. Failure to make payment of transportation charges for service performed within 60 days will result in a 5% monthly late fee being applied to all overdue balances until said balance is paid in full.
2. Failure to make payment of transportation charges for service performed within 90 days will result in the elimination of any and of all discounts, allowances, incentives or any other rate reductions provided on all unpaid freight bills.
3. When a properly rated freight bill remains unpaid after a period of 100 days, carrier may forward such bills to an outside Collection Agency for collection purposes. At the time of forwarding to such outside agency, any discount which had been extended on the original freight bill will be revoked and the Collection Agency will collect the gross amount of such original freight bill. The gross amount will be the freight charges before any discount which may have been extended at the time of subject shipment.

**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 LIMITED ACCESS**

**ITEM 680**

Shipments delivered to or picked up at (but not limited to) construction sites, tradeshow, convention center, church, prison/jail, school, military base, farm, fair, nursing/assisted living home, hotel/motel, grocery store/warehouse, hospital, campground/camp, airport, country club, mall/shopping center, brewery, restaurant, marina, self/mini storage, rural route, mine sites, utility sites as defined in Notes 1, 2, and 3 below, 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  
CONVENTION CENTERS, EXHIBITIONS  
OR TRADE SHOWS**

**ITEM 700**

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. A \$45.00 additional charge will be applied to applicable linehaul charges for 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

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipments:

1. WEIGHS 110 LBS. OR LESS--carrier will perform the loading and/or unloading.
2. WEIGHS MORE THAN 110 LBS., BUT LESS THAN 500 LBS.:
  - a. Carrier will perform the loading and/or unloading where a dock, platform or ramp is directly accessible to the vehicle, and the freight does not:
    - (1) Exceed 8 feet in its greatest dimension or 4 feet in each of its greatest and intermediate dimensions; or
    - (2) Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension; or
    - (3) Does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.
  - b. When the freight does not meet the above criteria the shipper or consignee must perform the loading or unloading. Upon request the driver will assist in loading or unloading.
3. WEIGHS 500 LBS. OR MORE--The shipper or consignee will perform the loading or unloading. Upon request, the driver will assist in loading or unloading.

#### **PICKUP OR DELIVERY SERVICE - RESIDENTIAL**

**ITEM 740**

1. The provisions of this item apply when the consignee is located at a private residence, apartment, camp (other than military), church, country club, estate, farm, mini-storage, rectory or school, hereinafter referred to collectively as "RESIDENTIAL".
2. The term "PRIVATE RESIDENCE" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.
3. Before tender of delivery is initially attempted, carrier will provide consignee with notice of arrival by telephone, U.S. mail or telegraph, and reach a mutual agreement for delivery. The arrival notice shall ask consignee for a satisfactory delivery date and time, advise consignee of extra charges applicable to the shipment and advise that the shipment is available for pickup at the carrier terminal, if desired.
4. When carrier makes a pickup or delivery at a residential location as described in this item, an additional charge will apply as follows:

|                   |          |
|-------------------|----------|
| a. Minimum Charge | \$45.00  |
| b. Maximum Charge | \$200.00 |
5. The charge in Paragraph "4" includes initial notification for delivery arrangements, but does not include re-notification or redelivery when consignee fails to comply with delivery arrangements.
6. Charges for services described in this item will be collected from the consignee, unless the shipper specifically requests such services on the Bill of Lading and the charges are PREPAID.

#### **PICKUP OR DELIVERY SERVICE - SATURDAYS, SUNDAYS OR HOLIDAYS**

**ITEM 760**

The charge for Pickup or Delivery Service on Saturday, Sunday or Holiday will be:

|                         |          |
|-------------------------|----------|
| Charge per Man per Hour | \$85.00  |
| Minimum Charge per Man  | \$300.00 |



**PICKUP OR DELIVERY AT SELF-STORAGE WAREHOUSES (See NOTE A)**

**ITEM 780**

**CHARGES**

Shipments picked up at or delivered to Self-Storage Warehouses, which are defined as warehouses or storage units to which access is controlled by the owner of the goods stored and which are not operated as a general storage or distribution warehouse with loading and unloading docks and personnel available at all times during normal business hours, will be subject to the following charges in addition to all other charges applicable to the shipment:

|                             |         |
|-----------------------------|---------|
| Charge per 100 pounds       | \$3.25  |
| Minimum Charge per Shipment | \$45.00 |
| Maximum Charge per Day      | \$75.00 |

**BILL OF LADING REQUIREMENTS**

On shipments requiring delivery to locations outlined in this item, the shipper must indicate on the Bill of Lading that the delivery address is at such a facility and must list the name, address and telephone number of the owner or other party, to contact to arrange for delivery. If sufficient information for carrier to arrange for delivery is on the Bill of Lading at the time of pickup, charges as provided in Item 200 of this appendix for notification prior to delivery WILL NOT apply.

**REFUSED OR NON-DELIVERABLE SHIPMENT**

If, through no fault of carrier, the shipment cannot be delivered, it will be treated as any other shipment that is refused or non-deliverable, subject to additional charges for notification, redelivery, storage, etc.

**PAYMENT OF ADDITIONAL CHARGES**

Charges provided in this Item must be prepaid and paid at the time of pickup on shipments picked up at locations defined in this item. When on shipments delivered to such locations, the additional charges will be collected from the consignee unless the shipper specifically indicates on the Bill of Lading that such charges are to be prepaid.

NOTE A- Charges in this item cover only the unloading of the shipment at an area immediately adjacent to the rear of the delivery vehicle.

**PRECEDENCE OF RATES (See NOTE A)**

**ITEM 800**

1. When on shipments for which specific pricing is applicable for the shipper, consignee and/or third party (See NOTE B), the applicable pricing published specifically for the account of the payer of the freight charges will apply.
2. When on prepaid third party shipments (See NOTE B), if there is no specific pricing published for the account of the third party, the pricing published specifically for the account of the shipper will apply if applicable.
3. When on collect shipments if there is no specific inbound pricing published for the account of the consignee, the pricing published specifically for the account of the shipper will apply if applicable.

NOTE A-- As used in this item, "Rates" "Rating(s)" means any "Pricing", "Pricing Program", "Specific Pricing", charges, discounts, allowances or other means of determining final charges, to apply for a specific account or accounts.

NOTE B-- If the third party payer is a Freight Payment Company, Consultant or similar type entity that is paying freight charges for another party, the pricing published specifically for the Freight Payment Company, Consultant or other entity, or for the party they represent, will apply, unless specific instructions to the contrary are received from the beneficial owner of the goods.

**PRELODGING - PRIOR DELIVERY OF FREIGHT BILLS**

**ITEM 820**

When the consignee requires delivery of Freight Bill prior to delivery of the shipment, the following charges will apply:

|   |          |
|---|----------|
| Charge per Shipment                               | \$21.00  |
| Maximum Charge for Each Delivery of Freight Bills | \$127.00 |

**GUARANTEE OF CHARGES**

**ITEM 840**

Except as otherwise provided, shipments will be accepted subject to the following provisions:

**SECTION I**

A PREPAID shipment is one on which the charges for transportation service rendered at the request of the shipper, including charges for any accessorial services performed at the request of the shipper, are to be paid by the shipper.

**SECTION II**

A COLLECT shipment is one that the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.

The shipper may execute Section 7 on the Bill of Lading by signing Section 7. If a shipment is accepted, the signing of Section 7 provisions will apply and shipper will not be liable for charges if the consignee fails to pay.

SECTION III

A THIRD PARTY BILLING shipment is one in which the freight charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with carrier and guarantees to pay the charges if the third party fails to do so within the time allowed under credit regulations. Shipments moving on a Third Party Billing basis must be billed PREPAID.

SECTION IV

If, in the judgment of carrier, the forced sale of the goods would not realize the total charges due at destination, the shipment must be PREPAID.

SECTION V

If a shipment is required by SECTION IV hereof to be PREPAID, it will be accepted on a COLLECT basis if the shipper has established credit with carrier and guarantees to pay the charges if the consignee fails to do so within the time allowed under credit regulations, unless Section 7 is signed.

**GUARANTEED SERVICE**

**ITEM 850**

For an additional \$100.00 or 40% of the charges Sutton Transport can provide a guaranteed service or the shipment is free. The service guarantees that a shipment will be delivered within an hourly window between the hours of 9:00am and 5:00pm on the standard delivery date scheduled.

\*Guaranteed Delivery Service must be requested via phone call. Call us at 715-359-5893 or 1-800-472-6886

**PREPAYMENT OF CHARGES**

**ITEM 860**

1. When combination of rates and/or charges are applicable, such rates and/or charges will be computed over the point or points of actual interchange and must be PREPAID through to destination. These provisions are not applicable on shipments moving from or to points in Alaska or Canada or on shipments moving on Government Bills of Lading.
2. Freight and accessorial charges on shipments consigned to federal, state, county or local governmental bodies or agencies, including schools, must be PREPAID or guaranteed.
3. Charges must be PREPAID on shipments consigned to or in care of Amusement Parks, Fairs, Exhibitions, Traveling Shows or Trade shows.
4. Charges must be PREPAID on shipments for Export to Mexico.

**PROHIBITED OR RESTRICTED ARTICLES**

**ITEM 900**

SECTION I--PROPERTY OF EXTRAORDINARY VALUE

1. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.
2. Unless otherwise provided, the following property will not be accepted for shipment, nor as premiums accompanying other articles:

|   |                              |
|---|------------------------------|
| Bank bills;   | Notes;                       |
| Currency, other than coin (See NOTE 1);               | Original works of art;       |
| Deeds;  | Postage stamps;              |
| Drafts;   | Precious stones;             |
| Jewelry, other than costume or novelty jewelry;       | Revenue stamps (See NOTE 3); |
| Letters, with or without stamps affixed (See NOTE 2); | Valuable papers of any kind. |
| Museum exhibits or articles of antiquity;             |                              |

NOTE 1--MONETARY COINS will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

NOTE 2--UNITED STATES MAIL will be accepted when the shipper and consignee are United States Post Offices.

NOTE 3--Except U.S. INTERNAL REVENUE DISTILLED SPIRITS STAMPS, which will be accepted in TL or VOL shipments only.

SECTION II--FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or the 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.

SECTION III--FORBIDDEN FREIGHT

Carrier will not accept the following articles for transportation on either direct or joint-line traffic:

1. AUTOMOBILES;
2. EXPLOSIVES-1.1, 1.2, 1.3 and 1.5;

3. HAZARDOUS or NON-HAZARDOUS WASTE-Any material that requires that a waste manifest be accepted, signed or moved with freight.
4. NITROCELLULOSE;
5. RADIOACTIVE YELLOW III;
6. TAXIDERMY ITEMS - Animals, Animal Heads, Birds, Fish or Reptiles, stuffed (other than toy), treated or preserved by taxidermy methods;
7. USED FLUORESCENT LIGHT BULBS FOR RECYCLING;
8. USED TIRES FOR RECYCLING;
9. SLAB MARBLE or STONE.

**PROTECTIVE SERVICE--HEATER SERVICE**

**ITEM 920**

Carrier will furnish protective heater service against freezing subject to suitable equipment being available and provided that the shipper states specifically on the Bill of Lading "HEATER SERVICE REQUIRED". When such requirement is not shown on the Bill of Lading by the shipper, carrier will not be liable for loss or damage resulting from failure to furnish such protection. A charge of \$1.70 per cwt subject to a minimum of \$20.00 per shipment will apply. If a negotiated rate less than \$1.70 per cwt/\$20 minimum, Sutton Transports maximum liability will be \$0.20 per pound.

**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 reship, 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:
  - a. WI - Minimum \$75 for 1 pallet, \$35 added for each additional pallet.
  - b. IL, MN, IA, IN, NE, ND, SD - Minimum \$100 for 1 pallet, \$35 added for each additional pallet.
  - c. Beyond will be negotiated based on equipment availability.
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. Stop-off 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 |
|-----------------------------------|--------|

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 your 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.

**ILLINOIS CHICAGO LOOP CHARGE** **ITEM 1080**

Shipments picking up or delivering to points in Illinois with zip codes 60601-60606, 60611, 60654 and 60661 will be subject to an additional charge of \$50.00 per shipment.

**TRANSFER OF LADING** **ITEM 1090**

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.

**CONTAINER FREIGHT STATION SURCHARGE** **ITEM 1100**

When shipments are picking up or delivering to a container freight station an additional charge of \$80 will be applied to applicable linehaul charges. Container Freight Stations include but are not limited to locations such as Barr Freight, Transtar, Channel, Vanguard, St George Warehouse, Global CFS, Pac Trans Air & Sea, AZ Midwest, Arrow Pac, Murphy Warehouse – Minneapolis MN.

**INSPECTION – WEIGHTS AND RESEARCH (W&R)** **ITEM 1101**

Our base rate is \$25 per inspection, below are parameters as to when the fee will apply.

1. The Carrier or Carrier's agent shall have the right to take any action necessary to determine if the information provided on the bill of lading (BOL) is correct including, but not limited to:
  - A. Verification of gross shipment weights (a shipper carrier, container or package, pallet/skid, platform constitutes part of the gross weight),
  - B. Verification of actual or declared density,
  - C. Inspection of packages,
  - D. Collection of other sufficient evidence necessary to verify whether the weight of the shipment is correctly declared or to verify whether the shipment is correctly described.
2. When the information is found to be incorrect, the carrier freight bill will be corrected, and freight charges assessed according to the proper description and weight.
  - A. In the event of a weight correction, when the shipper palletizes mixed commodities, the corrected weight will be charged at the highest rated commodity in the shipment.
  - B. Density will be determined by the cube utilized as defined by the methods contained in this rules tariff as the weight shown on the shipper's BOL, unless the carrier determined the weight on the BOL to be in error, or the shipper provides documentation that the weight was an error.

3. When the inspection of a shipment results in weight change of 100lbs or more above the stated weight on the BOL, or 200lbs or more below the weight stated on the BOL, an additional inspection charge of \$25 will apply. Shipment BOL weights that are understated by any weight, will be rated at actual inspected weight, if shipment BOL weight is overstated by less than 200lbs, no changes will be made to the rate. When a shipment was previously spot quoted and is overstated during the spot quote, the spot quote rate will apply and will be subject to an inspection charge if overstated by 200lbs.

-end of tariff-