

# Roadrunner

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**TARIFF RDFS 100-K**

**NAMING**

**RULES, REGULATIONS, RATES AND CHARGES**

**FOR**

**ACCESSORIAL AND TERMINAL SERVICES**

**APPLYING BETWEEN POINTS IN THE UNITED STATES,**

**(INCLUDING ALASKA AND HAWAII),**

**AND CANADA**

**APPLYING ON LOCAL AND JOINT LINE, INTERSTATE AND INTRASTATE TRAFFIC**

This tariff applies in connection with tariffs, pricing agreements and/or contracts making specific reference hereto.

For Governing Publications, see Item 100 herein.

**Effective Date: December 11, 2023**

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**TARIFF CHANGE SUMMARY TABLE**

This summary table lists changes made subsequent to release of Rules Tariff RDFS 100-I effective December 1, 2019, to create this new version RDFS 100-K effective December 11, 2023.

Item	Subject	Change Description	Date of Change
310	California Compliance Surcharge	Updated charge	February 1, 2020
430	Collect on Delivery (COD) Shipments	Updated charge	February 1, 2020
992	Weight Verification	Updated charge	February 1, 2020
996	Reweigh or Reclassification	Updated conditions and wording	February 1, 2020
578	Minimum Charge - Linear Foot	Updated charges	March 9, 2020
647	Notification or Appointment Charges	Added appointment charge	April 1, 2020
310	California Compliance Surcharge	Updated charge	September 14, 2020
887	Sorting or Segregating	Updated conditions and wording	September 14, 2020
430	Collect on Delivery	Service no longer provided	November 9, 2020
610	Minimum Charge – Absolute	Updated charges	December 14, 2020
310	California Compliance Surcharge	Updated origin charge	December 14, 2020
375	Blind Shipment Coordination	Updated charge	March 1, 2021
480	Customs or In Bond Freight	Updated charge	March 1, 2021
502	Detention with Power Units	Updated charge	March 1, 2021
503	Detention without Power Units	Updated charge	March 1, 2021
566	Inside Pickup or Delivery	Updated charge	March 1, 2021
573	Marking and Tagging Freight	Updated charge	March 1, 2021
647	Appointment Charge	Updated charge	March 1, 2021
670	Over Dimension Freight	Updated charge	March 1, 2021
750	Limited Access Pickup or Delivery	Updated charge	March 1, 2021
750	Liftgate Pickup or Delivery	Updated charge	March 1, 2021
810	Protective Services	Updated charge	March 1, 2021
830	Redelivery	Updated charge	March 1, 2021
870	Reversal of Terms or Corrected BOL	Updated charge	March 1, 2021
887	Sorting or Segregating	Updated charge	March 1, 2021
910	Storage	Updated charge	March 1, 2021
996	Reweigh or Reclassification	Updated charge	March 1, 2021
304	Island Pickup and Delivery	Removed Canadian points	May 10, 2021
306	Alberta Oil Sands Project Charge	Canceled Item	May 10, 2021
307	Western North Dakota Charge	Canceled Item	May 10, 2021
308	Regional Linehaul Surcharge	Canceled Item	May 10, 2021
480	Customs or In Bond Freight	Canceled Canadian border crossing charge	May 10, 2021
610	Minimum Charge – Absolute	Removed Canadian points	May 10, 2021
310	California Compliance Surcharge	Updated origin charge	August 15, 2021
752	First Or Final Mile Pick Up or Delivery	Changed to “call for quote”	August 15, 2021
891	Roadrunner Guarantee	Canceled Item	August 15, 2021
892	Volume Spot Quotes	Changed “Inaccurate Quote Parameters” rerate provisions & added VSQ Accessorial Fees	August 15, 2021
992	Weight Verification	Updated charge	August 15, 2021
302	New York Metro	Added “originating from” application	November 29, 2021
304	Pickup or Delivery on U.S. Islands	Updated charges	November 29, 2021
670	Over Dimension Freight	Updated charge	November 29, 2021
750	Limited Access Pickup or Delivery	Added grocery warehouse	November 29, 2021
647	Notification or Appointment Charge	Updated charges	January 17, 2022

<b>Item</b>	<b>Subject</b>	<b>Change Description</b>	<b>Date of Change</b>
647	Notification or Appointment Charge	Appointment charge removed	April 11, 2022
302	New York Metro	Updated charge	October 24, 2022
568	Hazardous Materials	Updated embargo list	October 24, 2022
670	Over Dimension Freight	Updated charge	October 24, 2022
750	Limited Access Pickup or Delivery	Updated charge	October 24, 2022
750	Liftgate Pickup or Delivery	Updated charge	October 24, 2022
820	Reconsignment or Diversion	Updated charge	October 24, 2022
985	Vehicle Furnished but Not Used	Updated charge	October 24, 2022
145	Governing Law & Jurisdiction	Updated language	September 1, 2023
160	Logistics Provider	Updated language	September 1, 2023
360	Bills of Lading, Freight Bills and Statement of Charges	Updated language	September 1, 2023
435	Collection of Charges – Third Party Billing	Updated language	September 1, 2023
567	Inside Delivery/Inside Pickup – Floors above or below the level accessible to Carrier's vehicle	Removed from Item 750 to new Item 567	September 1, 2023
568	Hazardous Materials	Updated charge & language	September 1, 2023
647	Notification Prior to Delivery	Removed Appointment from Item 647 to new Item 648	September 1, 2023
648	Appointment	Appointment charge added	September 1, 2023
670	Over Dimension Freight	Updated charge	September 1, 2023
750	Pickup or Delivery Service – General Provisions	Updated Language and split items	September 1, 2023
751	Pickup or Delivery Service – Private Residences	Removed from Item 750 to new Item 751 & updated language	September 1, 2023
755	Liftgate	Removed from Item 750 to new Item 755 & updated language	September 1, 2023
756	Pickup or Delivery Service – Sundays or Holidays	Removed from Item 750 to new Item 756	September 1, 2023
757	Pickup or Delivery Service - Saturdays & Non-Business Hours	Removed from Item 750 to new Item 757	September 1, 2023
760	Pickup or Delivery Service – Limited Access Locations	Removed from Item 750 to new Item 760	September 1, 2023
762	Grocery Warehouses of Foodservice Distributors	Removed from Item 750 to new Item 762 & updated charge	September 1, 2023
763	Trade Show or Exhibition Site	Removed from Item 750 to new Item 763 & updated charge	September 1, 2023
780	Excessive Value – Property of Extraordinary Value	Updated Language	September 1, 2023
781	Prohibited Articles	Added articles to the Item	September 1, 2023
830	Redelivery	Updated charge	September 1, 2023
891	Roadrunner Guarantee	New Item & Service	September 1, 2023
100	Governing Publication	Added CAN Postal Code Directory	December 11, 2023
110	Abbreviations – Definitions – Ref Marks - Symbols	Added CAN national holidays & updated business hours	December 11, 2023
110	Abbreviations – Definitions – Ref Marks - Symbols	Updated business hours	December 11, 2023
130	Application of Pricing Agreement Tariffs	Updated serviceability language	December 11, 2023
305	Application of Pricing to Interline or NDIR points	Updated discount	December 11, 2023
310	California Compliance Surcharge	Updated CA destination charge	December 11, 2023
375	Blind Shipment Coordination	Updated language	December 11, 2023
480	Customs or In bond Freight Charges	Updated language & charges for Canada	December 11, 2023
610	Minimum Charge – Absolute	Added Canadian minimum charges	December 11, 2023
647	Notification Prior to Delivery	Updated language	December 11, 2023
757	Pickup or Delivery Service – Saturday & Non-Business Hours	Updated normal business hours	December 11, 2023
778	Prepayment	Updated language-Added Canada	December 11, 2023
780	Excessive Value – Property of Extraordinary Value	Added Canadian liability	December 11, 2023
781	Prohibited Articles	Added articles for Canada only	December 11, 2023
891	Roadrunner Guarantee	Removed COD exception-no longer provide COD service	December 11, 2023

**100 GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided, by the following described publications and by revisions and supplements thereto or successive issues thereof:

- 1) Code of Federal Regulations, Title 49 for rules and regulations governing the transportation of hazardous materials and motor carrier safety regulations and related material as found in 49 CFR.
- 2) National Motor Freight Traffic Association, Inc., agent NMF 100 series, for determining rules and classification.
- 3) ZIP Code Directory, National five-digit ZIP Code and post office directory for determining ZIP Codes.
- 4) Household Goods Carrier's Bureau, Agent, HGB 100, mileage guide for determining mileage.
- 5) Canada Post Corporation – Canadian Postal Code Directory
- 6) Fuel Surcharge Notice for Roadrunner.

**110 ABBREVIATIONS - DEFINITIONS - REFERENCE MARKS - SYMBOLS****DEFINITIONS OF TERMS**

- 1) **BUSINESS DAY OR BUSINESS HOURS**: 6 a.m. to 5 p.m., Monday through Friday, within the time zone of the point where service is performed. See Item 756 herein for provisions regarding Sundays or Holidays.
- 2) **CARRIER**: Roadrunner Transportation Services doing business as Roadrunner
- 3) **CONSIGNEE**: Receiver of the shipment, party listed on the Bill of Lading as Consignee.
- 4) **CONTINENTAL or CONTIGUOUS**: The part of the U.S. comprising of the lower 48 states.
- 5) **CUSTOMER**: Shipper, Consignee and/or Third-Party payor on the Bill of Lading.
- 6) **EXPORT**: Any traffic having a subsequent movement to a foreign country.
- 7) **HOLIDAY OR LEGAL HOLIDAY**: For the United States, the following observed holidays apply: New Year's Day (January 1), Labor Day, Memorial Day, Thanksgiving Day, Independence Day (July 4), Christmas Eve (December 24), Christmas Day (December 25). For Canada, the following observed holidays apply: New Year's Day, Family Day (except PQ), Good Friday, Victoria Day, St. Jean Baptiste Day (PQ), Civic Holiday (all except PQ), Canada/Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day (except ON & PQ), Christmas Day and Boxing Day. For the United States and Canada, this also includes any other day generally observed as a holiday by Carrier at the point where service is performed. When the holiday falls on a Sunday, the following Monday will be treated as the holiday.
- 8) **IMPORT**: Any traffic having a prior movement from a foreign country.
- 9) **OWNER OF GOODS**: The party with legal title of the goods being transported by Carrier.
- 10) **PALLET POSITION**: 48 inches in length, 48 inches in width and 96 inches in height and weight not exceeding 2,000 pounds.
- 11) **SHIPMENT**: Freight received from one Shipper at one place at one time for one Consignee at one destination and covered by one Bill of Lading.
- 12) **SHIPPER**: Sender of the shipment, party listed on the Bill of Lading as Shipper or Consignor.
- 13) **THIRD PARTY**: The party responsible for the freight charges but not shown as either Shipper or Consignee on the Bill of Lading.
- 14) **VEHICLE**: Wherever the term "trailer", "vehicle", or "vehicles" is used, such term will have reference to either a trailer which does not exceed fifty-three (53) feet in length, or two (2) trailers, each of which does not exceed twenty-eight (28) feet in length. The term "doubles trailer" means a trailer not exceeding twenty-eight (28) feet in length.
- 15) **LTL, AQ and TL** shall be defined as follows:
  - (a) LTL: "Less Than Truckload" shall mean all shipments subject to LTL ratings in the NMFC weighing or rated as 19,999 pounds or less.
  - (b) AQ: "Any Quantity" shall mean all shipments subject to AQ ratings in the NMFC weighing or rated as 19,999 pounds or less.
  - (c) TL: "Truckload" shall mean:
    1. All shipments subject to LTL ratings in the NMFC weighing or rated as 20,000 pounds or more.
    2. The quantity of freight which, in the manner loaded, so fills a vehicle that no additional articles in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle, or:
    3. That maximum quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

**ABBREVIATIONS – DEFINITIONS - REFERENCE MARKS - SYMBOLS**

AQ	Any Quantity
CFR	Code of Federal Regulations
COD	Collect on Delivery
Cwt or C	Hundredweight or 100 lbs.
FAK	Freight All Kinds
FSC	Fuel Surcharge
FT	Foot or Fort
HGB	Household Goods Carrier's Bureau
Inc	Incorporated
KD	Knocked Down
Lb or Lbs	Pound or Pounds
LTL	Less than Truckload
M	Thousand weight or 1,000 lbs.
Max	Maximum
MC	Minimum Charge or Motor Carrier
Min	Minimum
NMF	National Motor Freight Traffic Assoc., Inc. or National Motor Freight Classification
NMFC	National Motor Freight Classification
RDFS	Roadrunner Transportation Services, Inc. doing business as Roadrunner
SCAC	Standard Carrier Alpha Code
SLC	Shippers Load and Count
STB	Surface Transportation Board
TL	Truckload
DOT	United States Department of Transportation
USPS	United States Postal Service
(%)	Percent
( - )	When used between two numbers, indicates numbers are inclusive.
c/o	Care Of
*	Footnote reference

**ABBREVIATIONS FOR WEIGHT GROUPS**

MC	Minimum charge	2M	2,000 pounds
L3C	Less than 300 pounds	5M	5,000 pounds
3C	300 pounds	10M	10,000 pounds
L5C	Less than 500 pounds	20M	20,000 pounds
5C	500 pounds	30M	30,000 pounds
1M	1,000 pounds	40M	40,000 pounds

**115 APPLICATION OF RULES TARIFF**

Carriers participating in this tariff are as follows: Roadrunner Transportation Services, Inc doing business as Roadrunner. Rules and charges published in this tariff will not apply on shipments transported via any other Roadrunner Transportation entity.

Where a rule or charge is published in this tariff covering the same matter as a rule or charge published in NMF 100, such rule or charge published herein to the extent of its application, will apply in lieu of the rule published in NMF 100 series.

- 1) Unless otherwise provided, all rates and charges provided herein will be assessed against the party requesting the service unless written authorization to the contrary has been received.
- 2) All rates, charges or other amounts published in this tariff are stated in U.S. currency, and all charges are payable in lawful money of the United States. Invoice address or payor must be a location in the U.S. or Canada. See Items 480, 750 and 778.



**130 APPLICATION OF PRICING AGREEMENT TARIFFS**

RDFS 603 series tariffs provide Shipper, Consignee, or Third Party a duly negotiated pricing agreement as follows:

- 1) Applies only for the specific Shipper, Consignee, or Third Party named therein.
- 2) Applies on all shipments tendered to Roadrunner for transportation.
- 3) Pricing is provided on currently served lanes and lanes for which future service is likely. Before tendering any shipment, Shipper, its agent, or designee, including but not limited to third party logistics providers, shall verify the current lanes serviced using SMC Carrier connect or the list of current lanes serviced available at [www.shiproadrunnerfreight.com](http://www.shiproadrunnerfreight.com). Additional pricing on lanes not yet serviced is provided for the convenience of the parties as services expand.
- 4) Discounts referring to application of "all points" refers to all points served direct by Roadrunner.
- 5) Unless otherwise provided, three-digit ZIP Code prefix(es) include all five-digit ZIP codes within such three-digit ZIP code prefix.
- 6) If pricing provisions are found in other contracts, tariffs or pricing agreements, such items or provisions will not alternate with each other, nor may they apply in unison. The applicable provisions will be those with the most current effective date as of or prior to the date of subject shipment for the account of the payor of the freight charges.
- 7) Unless otherwise provided herein or in tariffs, contracts or pricing agreements making reference to this tariff, when specific pricing features are not provided in duly negotiated pricing agreement or if no duly negotiated pricing agreement exists, apply:
  - Current RDFS 501 and 700 series base rate
  - 80.2% discount per shipment on outbound prepaid, collect, or inbound collect shipments.
  - Rating class as provided in the NMF 100 series.
  - Rules, rates and charges for accessorial and terminal services as provided in the RDFS 100 series.
  - Absolute minimum charges as defined in RDFS 100, Item 610.
- 8) Unless otherwise specified herein or in tariffs, contracts or pricing agreements making reference to this tariff, terminal (or service center) service areas shall be defined as provided on the day of shipment according to Carrier's website, <https://freight.rtrts.com/Tools/Pages/Transit-Time-Calculator.aspx>
- 9) RDFS 603 pricing tariffs will be subject to cancellation without notice if Carrier receives no shipments rated under the provisions of the pricing tariff for a period of 12 consecutive months.

**135 APPLICATION OF CLASS TARIFFS**

<b>TARIFF NUMBER</b>	<b>RATE LEVEL</b>
RDFS 501 AND 700 SERIES	Current
RDFS A501 SERIES	Current
RDFS H501 SERIES	Current
RDFS P501 SERIES	Current

Unless otherwise provided herein or in tariffs, contracts or pricing agreements making reference to this tariff, when specific pricing features are not provided in duly negotiated pricing agreement, or if no duly negotiated pricing agreement exists, apply:

- Current RDFS 501 and 700 series base rate
- 80.2% discount per shipment on outbound prepaid, collect, or inbound collect shipments.
- Rating class as provided in the NMF 100 series.
- Rules, rates and charges for accessorial and terminal services as provided in the RDFS 100 series.
- Absolute Minimum charges as defined in RDFS 100, Item 610.



**140 CREDIT PERIOD AND LATE PAYMENT CHARGE****CREDIT PERIOD**

Unless a credit period has been established in a transportation agreement, the credit period is 15 calendar days, which includes Saturdays, Sundays, and legal holidays. The party responsible for payment of the freight charges must remit payment within 15 days of the invoice date. Late payment service charges may apply if not paid within the credit period.

**LATE PAYMENT CHARGE**

Shipments not paid in full within the allotted credit period may be assessed a late payment charge of 1.5% the invoiced amount subject to a \$15.00 minimum charge for every 30-calendar day period beyond terms. Additionally, reasonable costs for outside collection services or legal counsel will be applied to each invoice when Carrier utilizes these services to collect outstanding charges.

**RETURNED CHECK FEE**

Upon receipt of written notification that a check has been returned to Carrier for non-payment due to insufficient funds, a fee of \$35.00 for each returned check will be applied against the Customer's account. Such fee is to reimburse the Carrier for costs in handling the returned check and would be in addition to all other lawful charges. The Carrier will provide the debtor with written notification of the additional amount due and shall include the original invoice.

**145 GOVERNING LAW AND JURISDICTION**

- 1) The terms and conditions of this tariff govern services performed by Roadrunner for its Customers. Federal laws, regulations and preemption shall govern any dispute between customers and Roadrunner in any administrative and/or judicial proceedings. In the event that any terms or conditions herein, or otherwise, require interpretation or application which is not otherwise provided under federal statutes, regulations, preemption and/or common law, then the laws of the State of Illinois, without regard to its principles of conflicts of laws, shall interpret and apply thereto. Venue shall always be in a federal or state court located in the State of Illinois.
- 2) In the event any item or provision of an item in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of law, such determination shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid, and the rights and obligations of Customer and Roadrunner shall be construed and enforced accordingly.
- 3) Customer agrees that it will not sue Roadrunner as a class plaintiff or class representative, join a class as a member or agree to consolidate Customer's action into or participate as an adverse party in any way in a class action lawsuit against Roadrunner. However, nothing in this item limits Customer's rights to bring a lawsuit as an individual plaintiff.
- 4) Customer and Roadrunner agree, pursuant to 49 USC 14101, to the extent any terms and conditions of this tariff conflict with otherwise applicable law, they intend to waive the inconsistent provisions of Title 49, and case law interpreting the same, to the maximum extent permitted by law. The parties recognize this document meets the requirements of a contract under this section.

**150 INDEMNIFICATION**

Customer shall indemnify, defend and hold harmless Carrier, its parent corporation and affiliated companies, its officers, directors, agents, sub-contractors, employees, and its successors and assigns from and against any and all claims, demands, losses, damages, expenses (including reasonable attorney's fees, costs and expenses), liabilities, causes of action, enforcement procedures, suits of any kind or nature brought by a governmental agency, or any other, connected with or resulting from injury to or death of any person, injury to property or to natural resources arising out of Customer's (or its employees' or agents') negligent acts, omissions, willful misconduct, violation of any local, state, federal or international law or regulation, tendering any prohibited item for shipment, failure to comply with the terms of this tariff, or arising out of or in connection with the design, manufacture, packaging, marketing, use or sale of its goods or services or Customer's instructions regarding such goods or services. Carrier shall provide Customer with (i) written notice of any such claim; and (ii) sole authority and control over the defense and/or settlement of such claim; and (iii) at Customer's written request and expense, such reasonable assistance and information as is available for the defense of such claim.

In no event shall Carrier be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.

**153 APPLICATION OF DISCOUNTS**

- 1) Except as otherwise provided herein or in individual pricing agreements, truckload or volume rates (including weight group 20M or greater), capacity load charges, exclusive use charges, absolute minimum charges, additional charges, arbitrary charges, fuel surcharges, commodity rates or charges, order notify shipments or accessorial charges are not eligible for any discount. Discounts will apply only on linehaul charges, LTL (MC through 10M weight groups inclusive) and class tariff rated shipments (see Item 135).
- 2) If another pricing provision is found in another contract, tariff or pricing agreement, such items or provisions will not alternate with each other, nor may they apply in unison. The applicable provisions will be those with the most current effective date as of or prior to the date of subject shipment.

**155 APPLICATION OF ALLOWANCES, COMMISSIONS AND VOLUME INCENTIVES**

Except as otherwise provided, all individual allowances, commissions, and volume incentives applied by Carrier are governed by this publication.

- 1) Carrier will issue payment within 60 days after the end of the measured month.
- 2) The following shipments will not be eligible for allowances, commissions or volume incentives.
  - (a) Shipments moving under a spot contract.
  - (b) Shipments subject to Item 576, Capacity Loads.
  - (c) Shipments subject to Item 577, Cubic Capacity and Minimum Classification.
  - (d) Shipments subject to Item 578, Linear Foot.
  - (e) Shipments that have not been paid in full as of 60 days from the date of shipment.
- 3) If a monthly allowance, commission or volume incentive is less than \$99.00 then the payable earned for that month shall be considered \$0.00. The payable earned shall not be cumulative and will not be added to any following month's payables. Allowance, commission or incentive programs will be cancelled if no payment has been made for three consecutive months.
- 4) Any discrepancy in allowances, commissions, or volume incentives must be presented to Carrier in writing within six months of the date of shipment. Any discrepancy exceeding this time limit will not be eligible for adjustment or retroactive payment.

**157 APPLICATION OF EXCEPTION CLASSES**

Exceptions to the classes of the NMF 100 series as shown in tariffs, contracts or pricing agreements making reference hereto will remove the application of the classes of the NMF 100 series and apply only from, to or between points as shown specifically in such item naming exception class or classes. If another pricing agreement or pricing provision is found in another contract or tariff, such items or provisions will not alternate with each other, nor may they apply in unison. The applicable provisions will be those with the most current effective date as of or prior to the date of subject shipment.

**160 LOGISTICS PROVIDER**

This item applies to Logistics Providers and shall be in addition to all other terms and conditions of this tariff. For purposes of this item, a Logistics Provider is any person or business entity holding itself out as a broker, freight forwarder, third party logistics provider or agent of Shipper.

- 1) Subject to reasonable requests, Carrier may transport such merchandise as Logistics Providers may tender to Carrier, excluding any prohibited merchandise or articles described in this rules tariff. Additionally, the services by Carrier shall not include any freight that is destined to have any subsequent movement by any aircraft.
- 2) Each Logistics Provider represents and warrants each of the following:
  - (a) neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors.
  - (b) neither it nor its agents will represent to any third party that Logistics Provider is authorized to bind Carrier or that Logistics Provider is authorized to act on behalf of Carrier.
  - (c) it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics Provider and any customer or other third party. Specifically, each Logistics Provider represents and warrants that it will not tender any goods to Carrier that it is prohibited from brokering or providing to third parties for transportation.

(Item 160 continued)

- (d) in the event any other motor carrier transports all or any portion of a shipment tendered to Carrier, for example, by way of an interline or interchange, Carrier shall be solely responsible for selecting such third-party motor carrier.
  - (e) it is duly and legally qualified to operate as a broker and or freight forwarder in accordance with applicable law.
  - (f) it maintains all insurance coverage as required by applicable law. In the event that any Logistics Provider additionally holds authority from any regulatory agency to operate as a motor carrier, it represents and warrants that all goods tendered to Carrier hereunder shall be tendered pursuant to the Logistics Providers' broker and/or freight forwarder authority.
- 3) The Logistics Provider expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to the Logistics Provider. As between Carrier and the Logistics Provider, the Logistics Provider agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability with regard to any of its customers (for purposes of this Item 160, a "Customer"). The Logistics Provider will indemnify and hold Carrier harmless from any claim made by any customer or any third party claiming an interest in the goods tendered to Carrier by the Logistics Provider.
- 4) In the event of refusal of a shipment by a Consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify the Logistics Provider. Carrier shall have reduced liability as a warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this tariff.
- 5) In no event shall Carrier's liability to Logistics Provider for cargo loss and damage claims exceed the lesser of 1) the sum(s) set forth under this tariff; or 2) any limitation of liability in place between Logistic Provider and its customer.

#### **161 APPLICATION OF RATES FROM OR TO UNNAMED POINTS**

Except as otherwise provided, shipments originating from or destined to points not listed in class rate tariffs making reference hereto, the rates to or from such points will be determined subject to the following provisions:

- 1) To or from unnamed origin or destination points located between two named points, apply the higher of the rates provided to or from the nearest of such named points.
- 2) To any unnamed destination point that is located on a highway between two named points, apply the higher of the rates provided to such named points.
- 3) In each case, the named point referred to in paragraph (1) and (2) must be the nearest named point on a highway leading thereto from the unnamed point.
- 4) When by reason of branch or diverging highways there are two or more nearest named points of equal distance from the unnamed point, apply the higher of the rates provided from such named points.

#### **166 ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

##### **ARRIVAL NOTICE**

- 1) Actual tender of delivery at Consignee's place of business constitutes notice of the arrival of a shipment except for shipments consigned to private residences, as defined in Item 751. All notices of arrival shall be given in the manner described in paragraph (2), unless prior delivery arrangements have been noted on the Bill of Lading by Shipper.
- 2) 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 at destination city as follows:
  - (a) Notice will be given by telephone, facsimile, mail or electronic communication. The notice will specify the point of origin, Shipper, and the commodity and weight of the shipment.
  - (b) If Consignee's address is unknown, notice will be mailed to Consignee at the post office serving the destination point shown on the Bill of Lading.
  - (c) Notification by mail will be deemed to have been received by the addressee at 8:00 a.m. of the first business day after it was mailed.

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(Item 166 Continued)

**UNDELIVERED FREIGHT**

- 1) If freight cannot be delivered because of Consignee's refusal or inability to accept it, or because Carrier is unable to locate Consignee, or if the freight cannot be transported because of an error or omission on the part of Shipper, Carrier will make a diligent effort to notify Shipper promptly that the freight is in storage and the reason therefore.
- 2) Undelivered shipments will be subject to the applicable storage charges (see Item 910).
- 3) On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to reshipe or return a shipment or to limit storage liability.
- 4) If Carrier does not receive disposition instructions within 15 calendar days of storage notice, Carrier may sell the freight and apply the proceeds to the accrued charges.

**170 APPLICATION OF CLASSES (EXCEPTIONS TO NMFC 100 SERIES ITEM 170 AND 421):**

- 1) To ensure the correct assessment of freight charges and to avoid infractions of federal and state laws, Shippers must use proper commodity word descriptions on the Bill of Lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series). Appropriate abbreviated descriptions are permitted provided the NMFC item and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper classification rating applicable to such commodity. Packaging types are required for classification rating and must also be shown.
- 2) If Carrier receives a Bill of Lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, such commodity will be assigned a class 125 rating and rates will be assessed on that basis. See notes 1 & 3.
- 3) For commodities that are subject to different class ratings dependent upon the actual density or density group, Shipper must show on Bill of Lading and shipping orders at time of shipment the actual density or density group. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the class 125 rating. Upon submission of satisfactory proof of a higher actual density, freight charges will be adjusted to the basis of the class applicable to such density. See notes 2 & 3.

**Note 1:** Upon submission of satisfactory "proof" of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class.

**Note 2:** Upon submission of satisfactory "proof" of actual density, charges will be adjusted to the basis of the class applicable to such density.

**Note 3:** "Proof" is described as an invoice or packing slip along with a pre-printed specification sheet or catalog page which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the specification sheet or catalog page information identifying the freight must correspond to an order/product number which can also be found on the original Bill of Lading. Per Item 870, if a corrected Bill of Lading is submitted to change description and/or class along with "proof" if required, a charge will be applied to freight bill. In the event Carrier performs a reweigh or inspection, Carrier's results will take precedence over any Shipper provided proof documentation.

**180 CONFIDENTIALITY**

Customer agrees that the terms of any pricing agreement or transportation agreement between it and Carrier, including any attachments or exhibits for the pricing or accessorial charges are confidential and shall be held in strict confidence by all parties including the agents of the Customer and may not be disclosed unless required by law or as expressly permitted by a written agreement between Carrier and Customer. Customer agrees not to post or publicly display the terms or the pricing and to notify any Third Party or auditor of the confidential nature of the rates and charges except to the extent expressly permitted by a written agreement. Carrier and Customer also agree that any discussions or negotiations regarding pricing or any changes thereto, including but not limited to future pricing offerings, are also confidential and are subject to this provision of confidentiality.

**302 NEW YORK METRO**

All shipments originating from or destined to zip codes 100–103, and 118-119 are subject to a New York Metro charge. Charges assessed will be in addition to published rates or commodity agreements in place at time of shipment and in addition to other applicable surcharges including Items 303 and 304. Charges will be applied to each delivery attempt made per individual shipment.

The New York Metro charge will be assessed at a rate of \$10.00 per 100 pounds subject to a minimum charge of \$100.00.

**303 GEOGRAPHIC LINEHAUL SURCHARGE**

All shipments destined to Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island or Vermont are subject to a Geographic Linehaul Surcharge. Charges assessed will be in addition to published rates or commodity agreements in place at time of shipment and in addition to other applicable surcharges including Items 302 and 304.

The Geographic Linehaul Surcharge will be assessed at a rate of \$1.38 per 100 pounds subject to a minimum charge of \$30.00.

**Note:** The Geographic Linehaul Surcharge will not apply on class rated shipments rated using RDFS 501 Series rates effective 11/8/2010 or later.

**304 PICKUP OR DELIVERY ON U.S. ISLANDS**

Shipments originating from or destined to the points listed below are subject to the additional charges noted in the table below. Charges outlined by this item are in addition to any other applicable charges.

The charges provided in this item and any ferry charges incurred by Roadrunner for locations not listed will be applied to the freight bill and will be collected from the party responsible for the freight charges.

Location and Zip Code	Minimum Per Shipment	Charge Per CWT	Maximum Per Shipment Per Trailer
MA/Martha's Vineyard & Nantucket: 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	\$150.00	\$54.10	\$2,500.00
FL/Florida Keys: 33001, 33036, 33037, 33040, 33042, 33043, 33044, 33045, 33050, 33051, 33052, 33070, 33109	\$150.00	\$20.00	\$1,500.00
MI/Harsens Island: 48028	\$99.00	\$10.00	\$950.00
CA/Avalon, Catalina & Coastal California Islands: 90704	\$99.00	\$10.00	\$950.00
WA/Puget Sound and Coastal Washington Islands: 98013, 98070, 98221, 98333	\$150.00	\$20.00	\$1,500.00
NY/Shelter Island: 11964, 11965	\$150.00	\$10.00	\$950.00

**305 APPLICATION OF PRICING TO INTERLINE OR NON-DIRECT POINTS**

Unless otherwise published, pricing applicable to “all points” refers to direct service points only and does not apply to points designated as interline or non-direct. If not otherwise specified, shipments to points listed as either interline or non-direct will be rated as such:

- Base Tariff: Current RDFS 501/700 Series
- Class: Actual NMFC Class
- Discount: 60.0%
- Minimum Charge from U.S. origin points to U.S. destination points: \$165.00
- Minimum Charge from U.S. origin points to Canadian destination points: \$265.00
- Minimum Charge from Canadian origin points to U.S. destination points: \$265.00



**310 CALIFORNIA COMPLIANCE SURCHARGE**

All shipments originating from the state of California will be subject to a charge of \$60.00 per shipment in addition to all other applicable charges.

All shipments destined to the state of California will be subject to a charge of \$30.00 per shipment in addition to all other applicable charges.

In the event a shipment is both originating from California and destined to California, only the \$60.00 originating from California charge will apply.

**355 BILL OF LADING****GENERAL PROVISIONS**

- 1) References to Bills of Lading and respective rules contained in Bills of Lading will be based upon the UNIFORM STRAIGHT BILL OF LADING and the UNIFORM BILL OF LADING TERMS AND CONDITIONS as illustrated herein and successive issues hereof.
- 2) Unless Shipper and Carrier have a separate written agreement, all common or contract carriage performed by Carrier shall be subject to the terms and conditions of the Bill of Lading as illustrated herein and successive issues hereof.
- 3) Unless otherwise specifically stated on the Bill of Lading, contract or duly negotiated pricing agreement, all applicable charges shall be prepaid except for Bills of Lading prepared and issued with the terminology "*If charges are to be prepaid, write or stamp here "To Be Prepaid"*". Such charges shall be collect by this rule when the subject field is silent or blank when shipment is tendered to Carrier.
- 4) Dimensions added to a Bill of Lading are for Shipper or Third Party's reference only. Carrier will not use unverified dimensions for any purpose such as beyond charges and freight classification.

**360 BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES**

- 1) Copies of freight invoices or statements of transportation charges in excess of the number specified in NMF Item 250100 section 1 (e), a charge of \$4.25 for each such document or copy will be assessed.
- 2) The preparation by Carrier of any forms requiring itemization, listings or description of single or multiple freight invoices, for submittal with freight invoices or statements of charges, a charge of \$0.30 per line of itemization, listing or description, subject to a minimum charge of \$4.25 per page per copy will be assessed.
- 3) Any forms or copies of forms to be submitted with freight invoices or statements of charges, a charge of \$4.25 for each such form or copy will be assessed.
- 4) When information not shown on the shipping order at time of shipment is to be shown on freight invoices or statements of charges, a charge of \$4.25 per shipment will be assessed.
- 5) When proof of delivery is furnished in any form, a charge of \$4.25 for each such document or copy will be assessed.
- 6) Order notify or sight draft service is not available. Order notify Bills of Lading will not be accepted.
- 7) Corrected Bills of Lading to change freight charge terms from prepaid to collect will not be accepted once the shipment has been delivered. In no case will a corrected Bill of Lading to change freight charge terms from prepaid to collect be accepted if section 7 (non-recourse clause) of the corrected Bill of Lading has been signed by the Shipper.
- 8) Corrected Bills of Lading to change freight charge terms will not be accepted on invoices that are paid in full or are received more than thirty (30) days after the shipment has been accepted by Carrier.
- 9) When pricing agreement tariff is published with a pallet weight waiver and/or allowance, Shipper is required to list the pallet weight on the original Bill of Lading as a separate line item. If Shipper fails to list the pallet weight on the Bill of Lading, Carrier will assume the weight presented on the Bill of Lading to be the net weight of the commodities alone excluding any pallet weight. Carrier will apply a pallet weight calculation by multiplying the pallet count by the weight per pallet as published in Customer's pricing program.
- 10) Unless otherwise agreed to in writing, contract terms and conditions shall be those indicated in the Carrier's Bill of Lading or in the NMFC 100 Item 365, "Straight Bill of Lading – Terms and Conditions," in effect on the date the shipment was tendered to Carrier. Only Carrier personnel with the title of Director, Vice President or any higher title 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 Straight Bill of Lading or Carrier's Bill of Lading, issued by Shipper, is signed for by Carrier's driver or other Carrier employee, that signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by Shipper will not constitute an implied acceptance by Carrier.

**365 BILLS OF LADING CORRECTED**

- 1) Corrections to Bills of Lading from collect to prepaid, from prepaid to collect or the addition of a third party debtor will be accepted and made, and charges assessed per Item 870, but notification of the change must be in writing with a bona fide signature from the person and/or company accepting responsibility for the payment of the bill. Changes in piece count or weight may be accepted but only if verifiable by Carrier.
- 2) A corrected Bill of Lading or other written instructions to change the original freight collection status from prepaid to collect will not be accepted if Section 7 (Non-Recourse Stipulation) of the subject Bill of Lading has been signed by Shipper.

Where the Governing Classification, NMF 100 series, provides actual or released value rating, Shipper shall state such valuations at the time of shipment. When Shipper or Shipper's agent fails to enter the actual value or declare the released value of the property on the shipping order and Bill of Lading at the time of the shipment, shipment will be subject to the lowest actual or released value shown and Carrier's liability shall not exceed the lowest actual or released value. Corrected Bills of Lading will not be accepted if they add or change the released or actual value.

**370 BILLS OF LADING AND DRIVER SIGNATURE**

- 1) Any reference to the Bill of Lading shall be construed to mean the Uniform Straight Bill of Lading (as illustrated in Item 355) and in no case shall be construed to mean any Shipper's Bill of Lading either inadvertently used or used by the Shipper for its convenience in connection with shipments tendered to Roadrunner.
- 2) In tendering the shipment, Shipper and Consignee agree to the Uniform Bill of Lading Terms and Conditions (as illustrated in Item 355) and no employee, agent or representative of the parties thereto is authorized to modify the terms unless specifically excepted under separate written contract or agreement.
- 3) The signature of Carrier's Driver/Account Representative on any Bill of Lading other than a Uniform Straight Bill of Lading will serve only to acknowledge the receipt of freight as described on the document. Signature will not acknowledge agreement to non-uniform terms and conditions of carriage or liability conditions as may appear on such document.
- 4) In the case of detention for loading (see Item 503) the Bill of Lading must show "Shipper Load and Count".

**375 BLIND SHIPMENT COORDINATION**

A blind shipment occurs when Carrier is requested or required to act as the intermediary in instances when the shipper is unaware of the actual destination, or the consignee is unaware of the actual origin. The requestor of this service must be the owner of the goods, or someone authorized to act on behalf of the owner of the goods.

Any time Carrier is required to coordinate or act as intermediary when Shipper is unaware of the true destination, or Consignee is unaware of the true origin of a shipment, a charge of \$130.00 will be assessed in addition to all other applicable charges.

Carrier must be satisfied that the requestor has the legal authority to control the shipment, and the party requesting the blind shipment agrees to defend, indemnify, and hold Carrier harmless, including reasonable attorney fees, from any claim that requestor lacked proper authority or that the exercise of that authority in requesting blind shipment service was otherwise illegal.

Carrier has no implied obligation to accept a blind shipment and may choose to refuse any such tender at any time.

Section 7 of the Bill of Lading if signed, will be considered null and void and shall not apply to blind shipments.

Carrier will make a diligent effort to execute a request for blind shipment but will not be responsible if such service cannot be effected or if shipment is transported without blind service. Carrier's maximum liability for failure to provide this service, if any, shall be the blind shipment charge of \$130.00.

Blind shipments subject to Contiguous United States only.



**415 CLASSIFICATION****NATIONAL MOTOR FREIGHT CLASSIFICATION**

- 1) The ratings, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges or other provisions or conditions published in this tariff abrogate and supersede those in the NMFC when in conflict.
- 2) When the rates or ratings in this tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges or other conditions, the rates or ratings which are prescribed in such commodity items or exceptions to the NMFC shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements or other provisions or conditions) prescribed therefore in connection with the ratings in the NMFC on the same commodity.
- 3) Where descriptive headings or individual listings shown in this tariff correspond to the descriptive headings or individual listings used in the NMFC, such descriptive headings or individual listings will be understood to include all notes or other qualifying statements which appear in connection with such corresponding headings or listings in the NMFC. Where notes or other qualifying statements in the NMFC refer only to "ratings", such reference will also be taken to refer to "Rates" in this tariff. Wherever rules of NMF 100 Series, refer to "classes" (except NMF 100 Item 421), the same will be understood also to apply to "rates".

**CLASSIFICATION BY ANALOGY**

Where commodity tariffs or duly negotiated pricing agreements are made subject to this tariff, they apply only on specifically described articles in such commodity tariffs or duly negotiated pricing agreements and do not apply on analogous articles.

**CLASSIFICATION OF MIXED COMMODITIES**

When not specifically classified in the governing classification or specifically described in this tariff, articles which have been combined or attached to each other will be charged for at the rate provided for the highest rated articles of the combination. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

**CLASSIFICATION OF ARTICLES - GENERAL**

When "Exempt" or "0" is shown in the "CLASS" column of NMF 100 Series, the applicable rating shall be class 300.

**430 COLLECT ON DELIVERY (COD) SHIPMENTS**

Carrier does not provide collect on delivery service.

**435 COLLECTION OF CHARGES - THIRD PARTY BILLING**

- 1) When a party other than Shipper or Consignee as shown on the Bill of Lading (Third Party) is responsible to pay the freight charges such Third Party's name and address must be shown on the Bill of Lading at the time of the original tender. Such Third Party is the sole party responsible for payment of Carrier's charges. Failure of Third Party to collect payment from its customer shall not exonerate Third Party of its obligation to pay Carrier. Third Party billing shipments will not be accepted if Section 7 (non-recourse stipulation) of the Bill of Lading is signed. If a Bill of Lading showing a Third Party is inadvertently accepted with Section 7 signed, the signing of Section 7 will not be applicable, and Carrier may exercise recourse against Shipper for uncollected freight charges.
- 2) When the Third Party shown on the freight bill is Shipper's invoice mailing address or Shipper's pay/audit agent's address, the freight must move prepaid by this rule.
- 3) When the Third party shown on the freight bill is Consignee's invoice mailing address or Consignee's pay/audit agent's address, the freight must move collect by this rule.
- 4) Third Party billing requests will be accepted on destination interline shipments on a prepaid basis only; Carrier cannot accept Third Party billing requests on collect destination interline shipments.
- 5) Subject shipments will be accepted only when Shipper has established credit with Carrier and guarantees to pay all lawful charges should the Third Party fail to pay within 15 calendar days of the date of invoice or within a time period provided in a duly negotiated pricing agreement. If the Third Party has not paid Carrier's invoice as agreed and Carrier has fulfilled its obligations of the Bill of Lading contract, Carrier may seek payment from Shipper or other party responsible for payment after giving the Third-Party proper notice.
- 6) Should Carrier inadvertently accept a shipment where Shipper, Consignee or Third Party has not established credit or has lost credit privileges, Carrier will contact Shipper, Consignee or Third Party to try to make other payment arrangements. If Carrier is unable to reach an acceptable payment arrangement, Carrier reserves the right to change

*Item 435 continued*

the bill to collect and remove the Third-Party billing request thereby making Consignee responsible for payment of all transportation charges. If Consignee is unable or unwilling to pay the charges that are due, Carrier will place the shipment on-hand at the destination and notify Shipper. Shipper (or ultimate pay party) will be responsible for storage charges that are incurred while the shipment is being held at destination.

- 7) Carrier agrees to invoice freight charges and related services to point of origin on prepaid bills and point of destination on collect bills. Third Party billing is allowed to U.S. or Canadian addresses only. Third Party billing requests to Mexico or other international addresses are not accepted.
- 8) If a Third Party pays freight charges, Shipper, or Consignee, using the Third Party agrees to defend, indemnify, and hold Carrier harmless from any claims by a bankruptcy trustee, or otherwise, attempting to claw back payments made by the Third Party, for a period of 6 years after each such payment is made by Third Party to Carrier.

**470 CONTROL AND EXCLUSIVE USE OF VEHICLES****SECTION 1 – CONTROL OF VEHICLE**

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle or doubles trailer in which it is to be transported. Carrier has control of the vehicle or doubles trailer with the unrestricted right to:

- 1) Select the vehicle or doubles trailer for the transportation of a shipment.
- 2) Transfer the shipment to another vehicle or doubles trailer.
- 3) Load other freight on the same vehicle or doubles trailer.
- 4) Remove locks or seals applied to the vehicle or doubles trailer.

**SECTION 2 – EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER**

When the exclusive use of a vehicle or doubles trailer is provided by Carrier at the request of Shipper, the following provisions will apply:

- 1) Charges will apply to each vehicle or doubles trailer used to transport the shipment.
- 2) The request must be given in writing or placed on the Bill of Lading and shipping order.
- 3) When the Bill of Lading or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a request for exclusive use service.
- 4) The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment without the breaking of locks or seals except as provided in Paragraph (5).
- 5) In the event a lock or seal has been removed from a vehicle or doubles trailer, Carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
- 6) The charge will be for the actual weight of the shipment at the rate applicable, subject to a minimum charge for each vehicle or doubles trailer used, computed on a weight of:
  - (a) 30,000 pounds at the Class 100 scale 30M rate for a vehicle, or
  - (b) 20,000 pounds at the Class 100 scale 20M rate for a doubles trailer (subject to Note 4)
- 7) Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the Bill of Lading may not be executed. This paragraph is not applicable on shipments moving on government Bills of Lading.
- 8) When the request for exclusive use of vehicle or doubles trailer is made by Shipper or Consignee after shipment has been receipted for and is in possession of Carrier, Carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by Carrier and be considered as part of the Bill of Lading contract. Charges will be assessed as provided in Paragraph (6) between the point of origin and point of destination.

**Note 1:** The term "vehicle", as used in this item, means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. The term "doubles trailer", as used in this item, means a trailer of 29 feet or less in length.

**Note 2:** The provisions of this item will apply in connection with Item 756 & Item 757 (Pickups and/or Deliveries - Saturdays, Sundays, Holidays or After Business Hours).

**Note 3:** The provisions of this item will not apply in connection with Item 900 (Stop-Offs).

**Note 4:** Carrier is not obligated to provide exclusive use service under the provisions of this item where the operation of doubles trailers in tandem drawn by a single power unit is prohibited by law

**480 CUSTOMS OR IN BOND FREIGHT****U.S. CUSTOMS BONDS AND CLEARANCE**

When shipments move under U.S. Customs Bonds or when delivery by Carrier is required to be made under U.S. Customs supervision, a charge per shipment or per vehicle, if more than one vehicle is required to transport the shipment, will be \$2.50 per 100 pounds (cwt) subject to a minimum charge of \$120.00 in addition to all other charges applicable to the shipment.

- 1) When the U.S. Customs clearance location is at a point other than the initial U.S. port of arrival or the final destination, linehaul charges on shipments requiring custom clearance will be assessed on the basis of a combination of rates applicable from the point of origin to the point of U.S. Customs Clearance and from the point of U.S. Customs clearance to the final destination of the shipment except no beyond linehaul charges will apply when the final destination is located within the commercial zone of the point of U.S. Customs clearance and is subject to the same linehaul rate as the point of U.S. Customs clearance. See Item 820 herein.
- 2) In addition to all other lawful charges, shipments awaiting U.S. Customs clearance will be assessed storage charges beginning at 7:00 a.m. of the third business day following the day in which U.S. Customs officials were notified. For storage charges see Item 910.

**CURRENCY EXCHANGE**

All charges in this tariff are stated in U.S. dollars and cents and will be payable in U.S. currency only when such charges are being paid to the U.S. carrier.

**IMPORT/EXPORT SHIPMENT BOOKING**

Shipper or its agent will be responsible for booking export shipments with the ocean carrier and proper instructions must be given to Carrier prior to delivery of the export shipment at the port of export. When the shipment fails to clear for any ocean vessel booking through omission or fault of the ocean carrier, all demurrage, storage, detention or other charges accrued shall be borne and paid for by such ocean carrier.

**MARKING OF IMPORT SHIPMENTS FORWARDED IN BOND**

Import shipments forwarded In Bond which upon delivery to Carrier at the port of entry bear blind or abbreviated markings must be marked to show the following information:

**U.S. CUSTOMS**

*This package is under bond and must be delivered intact to the customs officer in charge at the port of destination or to such other place as authorized by U.S. Customs.*

**PREPAYMENT – EXPORT AND IMPORT SHIPMENTS**

- 1) All charges on shipments for export, except for shipments to points in Canada, transported under rates named subject to this tariff must be prepaid including all accessorial service charges, all charges paid longshoremen, stevedores, public loaders and riggers, and charges covering top wharfage, except where special arrangements have been made by Shipper, Owner of goods or Consignee with Carrier to collect the motor freight charges at port of export.
- 2) All ocean charges must be prepaid except where special arrangements have been made by Shipper, Owner of goods or Consignee with ocean carriers to collect at port of import. Carrier will not advance ocean carrier's charges.
- 3) Carrier will not be responsible for, nor will they collect ocean charges.
- 4) On all shipments the full name and address of Shipper must be clearly shown on the applicable Bill of Lading and carried forward on Carrier freight bill for proper information to the ocean carrier.
- 5) Third Party billing is allowed to U.S. or Canadian addresses only. Third Party billing requests to Mexico or international addresses are not accepted.

In addition to all other applicable charges, shipments originating from or destined to Canadian points shall be subject to charges for border crossing and Canadian customs sufferance warehouse handling as follows:

**CANADA CROSS BORDER FEE (SEE NOTE 1)**

Shipments originating from or destined to Canadian points shall be assessed a Canadian Cross Border fee of **\$40.00** per shipment (in US Dollars)

(Item 480 continued)

**CUSTOMS SUFFERANCE WAREHOUSE HANDLING CHARGES (SEE NOTE 1)**

When sufferance warehouse storage is required due to Canadian custom delay in clearance, or other situation in the sole discretion of Carrier, a warehouse storage charge will apply for any such sufferance warehouse charges and these charges are the responsibility of the payor of the freight charges, who expressly agrees to timely pay the same by requesting cross border services in Canada. The rate per day per shipment will be \$1.50 per hundred weight, subject to a \$25.00 minimum and \$175.00 maximum.

- 1) Shipments moving under stop-off in transit privileges for partial unloading or that for some other reason require customs clearance at more than one location will be assessed Canadian customs sufferance warehouse handling charges as charged by the sufferance warehouse at each point of custom clearance.
- 2) When linehaul freight charges are prepaid, Canadian customs sufferance warehouse handling charges must also be prepaid.
- 3) Canadian customs sufferance warehouse handling charges may be advanced by Carrier but are not the Carrier's ultimate responsibility and will be billed to and paid by the payor of freight charges in addition to all other applicable charges.
- 4) When shipments are manifested In Bond, a manifest charge of **\$75.00** will be assessed.

**Note 1:** Any fees or charges mandated or assessed by Canadian customs in addition to charges named above due to random examinations, inspections, embargoes, or for any other reason at no fault of Carrier shall be the responsibility of the payor of the freight charges for the shipment(s) involved. If more than one shipment must be unloaded for inspection or examination from the same trailer, the charges assessed by Canadian customs will be pro-rated among the shipments on the percentage that the weight of each shipment bears to the total weight of all shipments required to be unloaded by Canadian customs.

**490 DEFICIT WEIGHT**

In determining the rates and charges for a mixed shipment consisting of two or more articles that are subject to different rates or classes, any deficit in weight will be charged for at the rate applicable to the lowest rated article in the shipment.

**502 DETENTION – VEHICLES WITH POWER UNITS**

This item applies when Carrier's vehicles with power units are delayed or detained either on the premises of Shipper or Consignee or as close thereto as conditions will permit, subject to the following provisions:

**SECTION 1 – GENERAL PROVISIONS**

- 1) This item applies to vehicles which have been ordered or used to transport shipments subject to duly negotiated pricing agreements.
- 2) When Carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
- 3) Nothing in this item shall require Carrier to pick up or deliver freight at hours other than Carrier's normal business hours (see Item 110).
- 4) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed. Free time for loading shall not begin until free time for unloading has expired.
- 5) Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply. In such event, detention charges as provided in Section 5 of this item would immediately become applicable.
- 6) When through no fault of the Carrier the loading or unloading of a vehicle with power cannot be completed by the end of a normal business day:
  - (a) Shipper or Consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 (2) will apply.

*Item 502 continued*

- (b) Shipper or Consignee may request that the vehicle with power be returned to Carrier’s premises. At that time computation of any remaining free time will cease. That portion of the shipment in the Carrier’s possession is subject to storage as provided in Item 910. When the vehicle is returned to Shipper or Consignee’s premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

**SECTION 2 – DEFINITIONS**

“Loading” includes:

- (a) Furnishing to the Carrier the Bill of Lading or forwarding directions or documents necessary for forwarding of the shipment.
- (b) Notification to the Carrier that the vehicle is loaded and ready for forwarding.

“Unloading” includes:

- (a) Surrender to the Carrier of a properly endorsed Bill of Lading on shipments billed “To Order”.
- (b) Payment of lawful charges to Carrier when required prior to delivery of the shipment.
- (c) Notification to the Carrier that vehicle is unloaded.
- (d) Signing delivery receipt when delivering Carrier’s authorized agent is present at unloading.

**SECTION 3 – COMPUTATION OF TIME**

- 1) Except as provided in paragraphs (2) and (3) in this section, computation of time shall begin upon notification by the driver to the responsible representative of Shipper or Consignee of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
- 2) Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery except:
  - (a) When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the Shipper or Consignee that loading or unloading is ready to resume.
  - (b) When loading or unloading is interrupted for a normal meal period, mealtime not to exceed one hour will be excluded from computation of time.
- 3) When Carrier is permitted to work before or after the normal day, such working time shall also be included.
- 4) 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.
- 5) Where there is more than one payor, charges will be prorated based on the weight of each individual shipment. Where single or multiple shipments exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

**SECTION 4 – FREE TIME**

- 1) Free time per vehicle stop shall be as follows:

<b>ACTUAL WEIGHT (IN POUNDS)</b>	<b>FREE TIME (IN MINUTES)</b>
Less than 1,000	15
1,000 - 2,499	30
2,500 - 4,999	60
5,000 - 7,499	90
7,500 - 9,999	120
10,000 - 19,999	180
20,000 or over	240

- 2) Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of Shipper or Consignee, the free time and detention charges will be applied as follows:
  - (a) If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.
  - (b) If the change is requested and made after expiration of free time for a vehicle with power, free time and detention charges will be computed based on a vehicle with power up to the time the change was requested. In addition, thereto, vehicle will immediately be placed on detention for "vehicle without power" with no further free time allowed.



*(Item 502 continued)***SECTION 5 – CHARGES**

- 1) When the loading or unloading is delayed beyond free time, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$50.00 subject to a minimum charge of \$75.00.
- 2) The charges due to Carrier under the provisions of this rule shall be assessed against the Shipper in the case of loading and against the Consignee in the case of unloading irrespective of whether linehaul charges are prepaid or collect. In the case of import shipments, the Consignee will be responsible for the charges. In the case of export shipments, the Shipper will be responsible for the charges.

**SECTION 6 – LEASE EQUIPMENT**

The provisions and charges for detention of vehicle with or without power units will also apply to equipment owned by steamship lines, railroads, or third-party leasing companies.

**503 DETENTION - VEHICLES WITHOUT POWER UNITS**

This item applies when Carrier's vehicles without power units are delayed or detained on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit subject to the following provisions:

**SECTION 1 – GENERAL PROVISIONS**

- 1) Subject to the availability of equipment, Carrier will place empty or loaded trailers for loading or unloading on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit. In the case of detention for loading, the Bill of Lading must show "Shipper Load and Count".
- 2) Loading or unloading will be performed by Shipper, Consignee, or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing "vehicles with power units" will apply.
- 3) Carrier responsibility for safeguarding shipments loaded into trailers shall begin when loading has been completed and possession thereof is taken by Carrier.
- 4) Carrier responsibility for safeguarding shipments unloaded from trailers shall cease when the trailer is delayed or detained on the site designated by the Consignee.
- 5) Free time for each vehicle will be as provided in Section 3. After the expiration of free time, charges will be assessed as provided in Section 4.
- 6) The charges due Carrier will be assessed against Shipper in the case of loading and against Consignee in the case of unloading and are in addition to and irrespective of whether all other lawful charges are prepaid or collect.
- 7) Nothing in this item shall require Carrier to pick up or deliver at hours other than Carrier's normal business hours (see Item 110). Neither shall this be construed as a restriction on Carrier's ability to pick up or deliver at hours other than its normal business hours.

**SECTION 2 – DEFINITIONS**

The following definitions will apply only in conjunction with terms used in this item.

- 1) "Vehicle" means tractor-trailer combinations used for the transportation of property.
- 2) "Trailer" means a mobile unit with or without wheels used to transport property.
- 3) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
- 4) "Loading" includes:
  - (a) Furnishing to Carrier the Bill of Lading or forwarding directions or documents necessary for forwarding of the shipment.
  - (b) Notification to Carrier that the vehicle is loaded and ready for forwarding.
- 5) "Unloading" includes:
  - (a) Surrender to Carrier of a properly endorsed Bill of Lading on shipments billed "To Order".
  - (b) Payment of lawful charges to Carrier when required prior to delivery of the shipment.
  - (c) Notification to Carrier that vehicle is unloaded.
  - (d) Signing delivery receipt when delivering Carrier's authorized agent is present at unloading.
- 6) "Premises" means the entire property at or near the physical facilities of Shipper, Consignee, or other designated party.
- 7) "Site" means a specific location at or on the premises of Shipper, Consignee, or other party designated by them.

*Item 503 continued*

- 8) "Delayed", "Detained", "Placed", "Dropped", or "Spotted" means the request to place a trailer at a specific site designated by Shipper, Consignee, or other party designated by them, detaching the trailer, and leaving the trailer unaccompanied by power unit in its full possession. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3 that the trailer is ready for pickup at any site on premises. Shipper, Consignee, or other designated party may shift the trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Movement of a trailer from Carrier's premises to the specific requested site for spotting shall be the obligation of Carrier and free time shall accrue as provided in Section 3.

**SECTION 3 – COMPUTATION OF TIME AND FREE TIME**

- 1) Detention charges shall commence at the time of placement of the trailer at the site designated by the Shipper, Consignee, or other party designated by them.
- 2) Detention charges will accrue until and terminate at such time as Carrier receives notification by Shipper, Consignee, or other party designated by them that loading or unloading has been completed and the trailer is available for pickup.
- 3) Trailer will be allowed 24 consecutive hours of free time for loading or unloading.
- 4) When "detention without power" is changed to "detention with power" at the request of Shipper, Consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - (a) If the change is requested before the expiration of free time for "detention without power", free time will cease immediately at the time the request is received and "detention with power" will immediately commence with no further free time allowed.
  - (b) If the change is requested after the expiration of free time for "detention without power", free time and detention charges will be computed for "detention without power" up to the time the request for change was received. In addition, thereto, the vehicle will immediately be subject to charges for "detention with power" with no further free time allowed.
- 5) Prearranged scheduling:
  - (a) Upon reasonable request of Shipper, Consignee, or other party designated by them, Carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
  - (b) If vehicle arrives prior to or later than the scheduled time, time shall commence at the actual time the vehicle arrives.

**SECTION 4 – CHARGES**

- 1) After computing time and deducting free time as provided in Section 3 of this item, detention charges will be assessed at a rate of \$150.00 per day.
- 2) No additional charge will be made for picking up trailers when such pickup can be performed within 30 minutes after arrival of driver and power unit at the location of the vehicle. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as provided in Item 502.
- 3) When because of a strike of its employees, it is impossible for Shipper, Consignee, or other party designated by them to make available for movement by Carrier any trailer detained on its premises, a detention charge of \$44.00 per trailer per day or fraction thereof will be made following expiration of free time. Saturdays, Sundays and Holidays shall be included after the 4th day of such charges.

**SECTION 5 – LEASED EQUIPMENT**

The provisions and charges for detention of vehicle with or without power units will also apply to equipment owned by steamship lines, railroads, or third-party leasing companies.



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### 560 EXTRA LABOR

- 1) When requested by the Shipper or Consignee, extra labor will be furnished by Carrier for loading or unloading. At each location where extra labor is used, the following charges and provisions will apply:

CHARGEABLE TIME	PER PERSON PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER PERSON PER DAY
Monday - Friday During business hours - up to 8 hours	\$75.00	\$150.00
Saturday - Sunday - Holidays After business hours or over 8 hours	\$100.00	\$400.00

- 2) Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the Shipper if the extra labor is used for loading and against the Consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by Shipper or Consignee.
- 3) The provisions of this item do not obligate Carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

### 562 FORKLIFT SERVICE

- 1) On shipments that require fork-lift service to load or unload and Shipper or Consignee does not furnish this service, Carrier will endeavor to arrange for such fork-lift service and will charge Shipper or Consignee, as the case may be, \$59.85 per hour or fraction thereof for each fork-lift used. Such forklift service shall be subject to a minimum charge of \$59.85 per shipment.
- 2) Charges shall be prepaid or guaranteed to the satisfaction of Carrier and will be computed from the start of the actual use of fork-lift equipment in loading or unloading the shipment and to run until the actual use of fork-lift equipment is terminated.

### 564 FRACTIONS

In computing a rate based on a percentage or a multiple of another rate, the following rule shall be observed in the disposition of fractions:

Fractions less than 1/2 or .50 of a cent, omit.

Fractions of 1/2 or .50 or greater, increase to the next whole figure.

Charges that are in dollar amounts will be rounded up to the next highest dollar amount.

**566 INSIDE DELIVERY/INSIDE PICKUP - HANDLING FREIGHT NOT ADJACENT TO VEHICLE**

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 750.

Charges for this service will be assessed a rate of \$10.00 per 100 pounds subject to a minimum charge of \$95.00 and a maximum charge of \$600.00. Services provided under this item do not include charges for service to floors above or below the level accessible to Carrier's vehicle or any other applicable charges.

**567 INSIDE DELIVERY/INSIDE PICKUP-FLOORS ABOVE OR BELOW THE LEVEL ACCESSIBLE TO CARRIER'S VEHICLE**

Service will be provided to floors above or below the level accessible to Carrier's vehicle only when elevator or escalator service is available.

Floors above or below charge will be assessed at a rate of \$2.50 per 100 pounds subject to a minimum charge of \$50.00 and will apply in addition to all other applicable charges.

**568 HAZARDOUS MATERIALS**

Carrier may accept shipments of hazardous materials for transportation within the United States and in accordance with the transportation requirements of the U.S. Department of Transportation subject to the following provisions:

- 1) If required by Federal, State or Local regulations, Carrier will prepare designated route plans that will set forth the routes to be utilized in transporting shipments of hazardous materials, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at the rate of \$3.30 per mile. All mileage shall be computed by use of Household Goods Carrier's Bureau, Agent, HGB 100, mileage guide.
- 2) When special permits authorizing the transportation of specific shipments of hazardous materials are required by federal, state or local regulations, the purchase costs of such permits will be paid by Carrier and collected from the Shipper or party requesting movement of the shipment. Shipment will be subject to an additional \$22.25 service charge per permit per state in which a permit is procured.
- 3) 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 Carrier to require Exclusive Use of Vehicle services in accordance with the provisions of Item 470 herein.
- 4) Hazardous Material shipments must be tendered on "Uniform Straight Bill of Lading" form as shown in Item 355 herein and conform to the Federal regulations as set forth in 172.101 (Hazardous Material Table), and 172.200 (Shipping Papers).
- 5) Hazardous material shipments must be tendered in accordance with the Special Provisions, Packaging, Labeling, Marking, and Placarding requirements of title 49.

*(Item 568 continued)*

- 6) Costs including fines and/or penalties which are imposed on Carrier as a result of Hazardous Material shipments discovered not to be in compliance with federal regulations of title 49 Parts 172 through 173 including any package leaking due to shippers negligence, is an embargoed item as shown in (6), not properly packaged, or causes damage to carrier's equipment or property, will be charged back to the Shipper who will reimburse Carrier for all costs and/or losses incurred.
- 7) Hazardous Materials in the categories listed below are embargoed from movement by Carrier:
  - (a) Any material that has a Hazard Zone A or Hazard Zone B
  - (b) Class 1 Explosives (those divisions shown)
    - Division 1.1 – any amount
    - Division 1.2 – any amount
    - Division 1.3 – any amount
    - Division 1.5 – any amount

*(Item 568 continued)*

- (c) Class 2 Compressed Gases (those divisions shown)
    - Division 2.1 – Flammable Gas - Bulk package
    - Division 2.2 – Nonflammable Gas - Bulk Package
    - Division 2.3 - Toxic Gases – Hazard Zone A or B, or in a Bulk Package
  - (d) Class 6 Toxic Substances and Infectious Substances – Hazard Zone A or Hazard Zone B, or in a Bulk Package
  - (e) Class 7 Radioactive Material – HRCQ (Highway Route Controlled Quantities)
  - (f) Hazardous Waste – any amount
  - (g) Any cargo tanks, portable tanks, or hopper type vehicles with bulk capacities
  - (h) Any bulk package with a capacity of 3,500 gallons or more of a Hazard Zone C or Hazard Zone D
  - (i) Any bulk package with a capacity of 3,500 gallons or more of methane or natural gas (compressed or refrigerated liquid) or any other compresses or refrigerated liquid with a methane content of at least 85% class 1 explosives.
- 8)** As used herein, Hazardous Materials mean articles described in Title 49, CFR. When service is provided by Carrier to transport materials defined under Title 49, CFR an additional charge of \$50.00 will be assessed to each shipment. When a shipment is accorded split delivery or stopping in transit for partial loading or unloading these charges will apply to each stop separately wherever the service is performed.
- 9)** Hazardous Material shipments will be subject to an additional two (2) days transit time based on the published Roadrunner standard transit schedule.

**570 IMPRACTICABLE OPERATIONS**

Pick up or delivery service may not be performed by Carrier at any site from or to which it is impracticable to operate vehicles because of:

- (a) The conditions of roads, streets, driveways, alleys or approaches thereto.
- (b) Inadequate loading or unloading facilities.
- (c) Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create reasonable apprehensions of danger to persons or property.
- (d) Ferries

**573 MARKING OR TAGGING FREIGHT – CHANGING MARKINGS OR TAGS OR RE-LABELING:**

The provisions of NMF 100 Item 580 will apply; however, Carrier will, at the request of the Shipper or Consignee, change or alter according to instructions the markings or tags on any packages or pieces of freight subject to a charge of \$5.00 per package or piece of freight on which the marking or tag is changed or altered subject to a minimum charge of \$40.00 per shipment.

**576 MINIMUM CHARGE - CAPACITY LOADS - OVERFLOWS**

When any shipment is tendered to Carrier and occupies the full visible capacity of one or more vehicles, the minimum charge for that quantity of freight loaded in or on each vehicle will be the charge for 20,000 pounds at the class 50 applicable rate as published in RDFS 501 and 700 series tariff in effect at the time of the shipment with no discount, exception class or any other price reduction.

When a shipment is tendered which cannot be loaded in one vehicle, the following will apply:

- (a) Each vehicle loaded to capacity will be subject to the minimum charge as provided in paragraph above.
- (b) The charge for the portion of the shipment loaded into or on the last vehicle (not loaded to capacity) will be as a separate shipment.

The terms "occupies the full visible capacity", "loaded to capacity" or "capacity load" refer to the extent each vehicle is loaded and further means:

- (a) That quantity of freight which, in the manner loaded, so fills a vehicle that no additional articles in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle, or:
- (b) That maximum quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

The term "vehicle" as used in this item means a trailer having not less than 2,800 cubic feet of capacity.

**577 MINIMUM CHARGE - CUBIC CAPACITY AND MINIMUM CLASS**

When sections 1 or 2 herein or provisions of Items 576, 577 or 578 may apply to a single shipment, the provisions producing the highest charge shall apply.

**SECTION 1 – CUBIC CAPACITY**

Subject to the following conditions and general provisions any shipment which: Occupies 750 or more cubic feet, and has an average density of less than 6 pounds per cubic foot will be subject to the following minimum charge:

**Tariff Base:** See Customer's pricing agreement for base tariff to be used.

**Discount:** See Customer's pricing agreement for discount based on origin and destination zip codes.

**Weight:** Calculated weight determined by multiplying each cubic foot or portion thereof by 6 pounds.

**Class:** A class 125 rating will apply. FAK or Exception classes will not apply.

**General Provisions:**

- 1) Carrier's freight invoice will indicate the actual weight, the actual cubic capacity and the calculated weight upon which the minimum charge will be assessed.
- 2) The application of this item is prohibited on shipments subject to exclusive use provisions as provided in Item 470.
- 3) Charges computed from the application of this item will not be greater than the TL charge per vehicle used plus cubic feet of any trailer space not usable for loading of other freight because of loading characteristics or restrictions of this shipment or portion thereof.
- 4) The cubic capacity of a shipment will be determined by totaling the cubic feet of each handling unit in a shipment. Handling units that have pyramided, rounded or other irregular tops, or have been labeled by Shipper that no other freight is to be loaded on top shall be considered 96 inches in height for purposes of calculating cubic feet and density.
- 5) The density of each handling unit will be determined in accordance with NMF Item 110, Sections 8(a) and (b).
- 6) When in the manner tendered, separate shipments are picked up on the same day and place, from the same pick up site, consigned to the same destination and with the same billing payment terms, such shipments shall be combined by Carrier and considered as a single shipment for the application of this item.

**SECTION 2 – MINIMUM CLASSIFICATION**

Any shipment or portion thereof properly identified, either by Shipper or by Carrier, to be NMF class 125 or lower, having a density of less than 6 pounds per cubic foot and occupying 400 or more cubic feet shall be rated on the basis of class 150. In the event a shipment or portion thereof is rated based on class 150 under the application of this section, such class 150 is not subject to any exception or FAK provision contained within any pricing agreement. When in the manner tendered, separate shipments are picked up on the same day and place, from the same pick up site, consigned to the same destination and with the same billing payment terms, such shipments shall be combined by Carrier and considered as a single shipment for the application of this item.

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## 578 MINIMUM CHARGE - LINEAR FOOT

Subject to the following conditions and provisions:

- 1) Any shipment which occupies 13 feet or greater of a vehicle (see Paragraphs 3 and 5, and Note 1) in the manner loaded as tendered to Carrier will be subject to the following minimum charge:

Charges shall be computed by applying the following rate per mile:

Miles:	Per Mile Rate:
Less than 750	\$0.100 per linear foot
750 but less than 1200	\$0.087 per linear foot
1200 but less than 1800	\$0.073 per linear foot
1800 or greater	\$0.060 per linear foot

Example: 1800 miles and 24 linear feet = 24 LFT X \$0.060 = \$1.44 X 1800 miles

- 2) When in the manner tendered, separate shipments are picked up on the same day and place, from the same pick up site, consigned to the same destination and with the same billing payment terms, such shipments shall be combined by Carrier and considered as a single shipment for the application of this item.
- 3) Except as otherwise specifically provided the term "linear foot" shall be defined as a quantity:
  - (a) In volume, not exceeding 72 cubic feet.
  - (b) In weight, not exceeding 1,000 pounds.
  - (c) A pallet or pallet position shall equal not less than two linear feet.

Carrier may, at its discretion, define a linear foot as less than 72 cubic feet and/or less than 1,000 pounds when a shipment, as tendered, is so packaged or loaded as to:

  - (a) Prevent reasonable safe loading of subject shipment or other shipments.
  - (b) Exceeds the weight or size limitations of state or regulatory bodies.
- 4) When the provisions of Items 576, 577 or 578 may apply to a single shipment, the provisions producing the highest charge shall apply. The charge produced by applying this item will not alternate with the charge produced by applying Customer's class rate pricing program.
- 5) When the provisions of Item 578 apply, any fraction of a foot will be rated as 1 foot of trailer space utilized, however such rounding up shall not be used to determine whether the minimum number of linear feet in Paragraph 1 is attained.
- 6) Linear footage of a shipment containing an odd number of pallets or handling units or an unequal number of linear feet on the two sides of the trailer will be determined from an average of the number of linear feet occupied on both the left-hand side and the right-hand side of the floor of the trailer.

**Note 1:** The term "vehicle", as used in this item, means any vehicle or combination of vehicles handled as one unit.

**Note 2:** The mileage is determined from the Household Goods Mileage Guide in effect at the time of shipment from origin point to destination point.

## 595 MAXIMUM CHARGE

In no case shall the linehaul charge for any shipment from and to the same points via the same route of movement be greater than the linehaul charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight. Where reference to NMFC Item 595 is made, this item will apply.

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## 610 MINIMUM CHARGE – ABSOLUTE

Except where provided in items, tariffs or duly negotiated pricing agreements making reference hereto, the absolute minimum charge for a shipment shall be the applicable rate for each article(s) multiplied by the actual weight of each article(s) but not less than the applicable minimum charge in the governing class tariff or the charge in the applicable column as determined below from the origin and to the destination. Not applicable from or to AK or HI.

		Destination Points							
		CA	TX	OR, WA	GA, MS NC, SC, TN	IL, IN, KY, MI, MN, MO OH, WI	CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV	All Other U.S. Points	All Canadian Points
<b>Origin Points</b>	<b>CA</b>	\$79.99	\$119.99	\$119.99	\$129.99	\$124.99	\$159.99	\$149.99	\$215.00
	<b>TX</b>	\$109.99	\$79.99	\$129.99	\$114.99	\$114.99	\$149.99	\$149.99	\$215.00
	<b>OR, WA</b>	\$99.99	\$119.99	\$89.99	\$129.99	\$124.99	\$159.99	\$149.99	\$215.00
	<b>GA, MS, NC, SC, TN</b>	\$129.99	\$114.99	\$139.99	\$104.99	\$114.99	\$149.99	\$149.99	\$215.00
	<b>IL, IN, KY, MI, MN, MO, OH, WI</b>	\$119.99	\$114.99	\$134.99	\$114.99	\$104.99	\$149.99	\$149.99	\$215.00
	<b>CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV</b>	\$149.99	\$139.99	\$149.99	\$139.99	\$139.99	\$149.99	\$149.99	\$215.00
	<b>All Other U.S. Points</b>	\$149.99	\$149.99	\$149.99	\$149.99	\$149.99	\$159.99	\$149.99	\$215.00

## 620 LINEHAUL SURCHARGE

Carrier will assess a linehaul surcharge on every shipment when referenced on pricing tariff. Linehaul surcharge will be applied to net linehaul charge, after applicable discounts and to all charges for other services where a linehaul is utilized. Surcharge will be shown as a separate entry on the freight invoice.

## 647 NOTIFICATION PRIOR TO DELIVERY

When a Bill of Lading or any shipping order including government Bill of Lading is tendered bearing any notation requesting Carrier to notify Consignee prior to delivery by any means whatsoever, the charge for this service shall be \$30.00. The charge for notification will be charged to the party responsible for all other charges (Shipper if a prepaid shipment and Consignee if a collect shipment). Said charge will be in addition to all other applicable charges.

**EXCEPTION:** Notification charge will not apply on shipments consigned to Private Residences as defined in Item 751 or to Limited Access locations as defined in Item 760.



**648 APPOINTMENT DELIVERY**

When a Bill of Lading or any shipping order including government Bill of Lading is tendered bearing any notation requesting Carrier to arrange a delivery appointment and a valid phone number is listed on file or listed on the Bill of Lading, the charge for this service shall be \$60.00. Carrier will contact the Consignee prior to delivery to set up a mutually agreed upon time frame for delivery. The appointment charge will be charged to the party responsible for all other charges (Shipper if a prepaid shipment and Consignee if a collect shipment). Said charge will be in addition to all other applicable charges. If Notification Prior to Delivery and Appointment Delivery are both listed on the Bill of Lading, only Appointment Delivery will be applied.

**EXCEPTION:** Appointment delivery will not apply on shipments consigned to Private Residences as defined in Item 751 or to Limited Access locations as defined in Item 760.

**670 OVER DIMENSION FREIGHT**

- 1) When the vehicle contains more than one type of oversize cargo (width, height or length) the dimension providing the highest charge applicable thereto shall apply. When a shipment is tendered which exceeds the legal limits of width, height or length, Customer will be responsible for any extra charges, tolls, special permits or telephone calls in connection therewith.
- 2) Shipments containing one or more articles with a dimension of 8 feet or greater in length will be subject to the following charges in addition to all other applicable charges.

<b><u>DIMENSIONAL LENGTH:</u></b>	<b><u>CHARGE:</u></b>
8 feet but less than 12 feet	\$260.00
12 feet but less than 16 feet	\$600.00
16 feet but less than 20 feet	\$850.00
20 feet but less than 27 feet	\$1300.00
27 feet or greater	\$5000.00

**750 PICKUP OR DELIVERY SERVICE****GENERAL PROVISIONS**

Except as otherwise provided, rates or charges in this tariff or any duly negotiated pricing agreement include one pickup/loading and one tender for delivery/unloading of a shipment by Carrier.

- 1) Placement of vehicle for loading and unloading:  
At the request of Shipper or Consignee, Carrier will furnish and place a vehicle at the loading site designated by the Shipper for pickup of a shipment and at the destination site designated by the Consignee for unloading of a shipment.
- 2) Loading by Carrier:  
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 the vehicle. Loading includes stowing and counting of the freight in or on the Carrier's vehicle. See Item 566 for handling freight at positions not immediately adjacent to vehicle.
- 3) Unloading by Carrier:  
Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes counting and removal of the freight from the position in which it is transported in or on the Carrier's vehicle. See Item 566 for handling freight at positions not immediately adjacent to vehicle.
- 4) Restriction on loading or unloading by Carrier:  
Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating of freight or furnishing by Carrier of rigging or special loading or unloading equipment.
- 5) Loading by Shipper or unloading by the Consignee:  
The Shipper or Consignee may elect to waive the loading or unloading of freight by Carrier as provided in this item by performing at its own expense the loading or unloading of the shipment on or off Carrier's equipment.
- 6) Waiver of delivery receipt:  
When Shipper or Owner of goods has made written arrangements with Carrier, freight consigned to construction sites (or other places when no representatives of the Consignee are present or available to acknowledge receipt of the shipment) will be delivered and unloaded by Carrier and left unattended at the place designated.



**751 PICKUP OR DELIVERY SERVICE – PRIVATE RESIDENCES**

Shipments originating from or destined to a private residence will be assessed a charge at a rate of \$15.00 per 100 pounds, subject to a minimum charge of \$100.00.

- a) The term "private residence" shall apply to the entire premises on which a permanent dwelling is located, and other such locations not generally recognized as commercial locations.
- b) Private Residence charge will not apply to that portion of a premises with a shipping/receiving dock or where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.
- c) Private Residence charge will include 1 (one) notification or 1 (one) appointment charge. Private Residence service is only to curbside and does not include assembling, dismantling, packing, unpacking, sorting, set-up or removal of debris.

**752 FIRST OR FINAL MILE PICKUP OR DELIVERY**

First or Final Mile pickup or delivery services will be provided based on quoted charges. The quote is obtained by calling (855) 776-3567.

**755 PICKUP OR DELIVERY SERVICE – LIFTGATE OR HYDRAULIC POWER**

Liftgate service will apply when Carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from Carrier's vehicle.

Liftgate service charge will be assessed at a rate of \$8.00 per 100 pounds subject to a minimum charge of \$125.00.

- 1) Applicable on the actual weight of the shipment per pickup or delivery service.
- 2) Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.
- 3) When liftgate service is not requested on the original Bill of Lading but required to complete the pickup or delivery due to size, weight or configuration and no dock is available for loading or unloading, the provisions and charges in this item will apply and be assessed according to the linehaul terms of payment in addition to all other charges. Liftgate service is considered to be required if a liftgate was used for the pickup or delivery because no dock or forklift was readily available, and any piece was configured in such a manner that it could not be handled safely and damage free.
- 4) When liftgate service is required but not already indicated on the Bill of Lading or delivery receipt, a liftgate charge will be applied based on either Shiplify™ identifying the location as not having a dock and not having a forklift, or the driver marking the appropriate checkbox on the Bill of Lading or delivery receipt, or with a liftgate notation on the Bill of Lading or delivery receipt as evidence of service performed.
- 5) This service will only be available for articles that do not exceed 2000 pounds, 60 inches in length, 80 inches in width or 90 inches in height. If a shipment requesting liftgate service exceeds the weight or dimension limits outlined above, shipment will be subject to a safety handling charge of \$50.00 and will be placed in storage until alternate delivery arrangements can be made. See item 910 for applicable storage charges. No liftgate service charge will apply.
- 6) If a request for service is present on the Bill of Lading but, through no fault of Carrier, service is not performed, the requesting party will still be responsible for the charges as specialized equipment was allocated for this pickup or delivery.

**756 PICKUP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS:**

- 1) When Shipper or Consignee requests Carrier to pick up or deliver freight on Sundays or holidays such service will be assessed a charge of \$100.00 per person per hour, or fraction thereof, subject to a minimum charge of \$400.00 per person per day.
- 2) Computation time shall commence upon notification by the driver to the responsible representative of the Shipper or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of Shipper or Consignee and shall end upon completion of loading or unloading and receipt by the driver of signed Bill of Lading or delivery receipt.

The provisions of this item shall not be construed as obligating Carrier to provide pickup or delivery service on Sundays or Holidays.

**757 PICKUP OR DELIVERY SERVICE – SATURDAYS AND NON-BUSINESS HOURS:**

- 1) When Shipper or Consignee requests Carrier to pick up or deliver freight on Saturdays or during non-business hours (before 6 a.m. or after 5 p.m. - Monday through Friday) such service will be assessed a charge of \$100.00 per person per hour, or fraction thereof, subject to a minimum charge of \$200.00 per person per day.
- 2) Computation of time shall commence upon notification by the driver to the responsible representative of the Shipper or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of Shipper or Consignee and shall end upon completion of loading or unloading and receipt by the driver of signed Bill of Lading or delivery receipt.
- 3) The provisions of this item shall not be construed as obligating Carrier to provide pickup or delivery service on Saturdays or during non-business hours.
- 4) Non-Business Hours charges will not apply on deliveries that begin prior to 5 p.m. but extend beyond that time.

**760 PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS**

Shipments originating from or destined to limited access locations will be assessed a charge at a rate of \$15.00 per 100 pounds subject to a minimum charge of \$150.00. Limited Access locations include but are not limited to: locations that are not open to the public during normal business hours, do not have personnel readily available to assist with pickup or delivery, any site where security related inspection or process is required before services can be performed, and any site where vehicle access is restricted by a gate or other barrier.

The term "Limited Access" includes but is not limited to the following:

- Airports
- Amusement parks
- Camps, lodges, parks or resorts
- Churches or places of worship
- Construction sites
- Container freight stations
- Country clubs or golf courses
- Farms or ranches
- Forest sites
- Government sites
- Hotels
- Mines
- Native American reservations
- Nursing homes
- Piers, ports or wharfs
- Prisons
- Schools or universities
- Storage units
- Utility sites

The term "utility site" shall be defined as a power generation station, whether nuclear, thermal, hydroelectric or fossil fuel, or pumping station, including the entire property of the utility.

**762 GROCERY WAREHOUSES OF FOODSERVICE DISTRIBUTORS**

A grocery warehouse charge will apply for shipments picked up from or consigned to grocery warehouses or any warehouse distribution facility that stores or distributes food and beverages. The grocery warehouse charge will be \$9.00 per 100 pounds, subject to a minimum charge of \$60.00 per shipment.

When Carrier is required to acquire or utilize any outside service, commonly known as "lumper service", to load and/or unload freight from and/or to Carrier's vehicle, Carrier will not absorb any charges or fees accompanied with acquiring or utilizing said outside service. Carrier will be reimbursed for any expenses, charges or fees assessed by said outside service. When delivering multiple shipments to a Consignee requiring the use of a lumper service, charges will be assessed by pro-rating the weight of each shipment based on the total weight being delivered and using that pro-rated percentage of the total lumper fee to determine the charge for each shipment.

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**763 TRADE SHOW OR EXHIBITION SITE**

A trade show or exhibit charge will apply for shipments picked up or consigned to a trade show location, exposition center or temporary warehouse or hotel, for exhibition or trade shows. This includes any commodity for exhibition booths or stalls and/or other exhibition materials or equipment. The charge assessed will be \$15.00 per 100 pounds, subject to a \$200.00 minimum.

**778 PREPAYMENT**

All charges must be prepaid or guaranteed to the satisfaction of Carrier on shipments consigned to or in care of:

- (a) Amusement parks, trade shows, traveling shows, fairs or exhibitions.
- (b) Sites of federal, state, county or local government bodies or agencies including schools and prisons. See Note 1.
- (c) Export, except shipments to points in Canada. See Items 110, 480, 750.

**Note 1:** Not applicable on shipments moving under government Bills of Lading.

**Note 2:** All rates, charges or other amounts published in this tariff are stated in U.S. currency, and all charges are payable in lawful money of the United States. Invoice address or payor must be a location in the U.S. or Canada.

**779 PRIORITY OF RATES AND CHARGES**

Except as otherwise provided, when Shipper, Consignee, or Third Party each has a duly negotiated discount or allowance from a class rate, commodity rate or contract rate applicable to its linehaul charges on a given shipment, those provisions applicable to the payor of the freight charges will apply. The priority of application shall apply whether or not total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

- 1) Payor shall mean:
  - (a) Shipper paying rates and charges on a prepaid shipment.
  - (b) Consignee paying rates and charges on a collect shipment.
  - (c) Third Party, neither Shipper nor Consignee, designated on the original Bill of Lading, at the time of shipment as the payor of freight charges on prepaid shipments.
- 2) Payor shall be determined at the time shipment is tendered not with-standing that a change in payor may be made (change from prepaid to collect or collect to prepaid) at the request of Shipper or Consignee after the shipment is tendered subject to the provisions outlined in Item 365 herein "Bills of Lading Corrected".

## Roadrunner

### 780 EXCESSIVE VALUE – PROPERTY OF EXTRAORDINARY VALUE

- 1) Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles (see Item 781). Using the table below, unless otherwise provided, articles with an invoice value exceeding the limitations shown under MAXIMUM VALUE PER LB., opposite the corresponding CLASS, shall be considered to be of extraordinary value. Class will be the lower of the actual class as determined by the National Motor Freight Classification 100 series and exception class as determined by payor's pricing agreement.

CLASS	MAXIMUM VALUE PER LB.	CLASS	MAXIMUM VALUE PER LB.
50	\$1.00	77.5	\$7.00
55	\$1.50	85	\$8.00
60	\$2.00	92.5	\$9.00
65	\$4.00	100	\$10.00
70	\$5.00	OVER 100	\$10.00

- 2) If articles are inadvertently accepted with an invoice value exceeding the maximum value per pound allowed based on the table above, without request for excess coverage in writing at least 48 hours prior to shipment, or indication of Carrier liability in excess of that maximum value per pound in writing at least 48 hours prior to shipment, such articles will be considered to have been released by Shipper to the actual invoice value or the maximum value per pound based on this table, whichever is lower. In the event of loss of or damage to any shipment or part thereof, Carrier's liability will not exceed the maximum value per pound in the table above for that part of a shipment which may be lost or damaged (not necessarily the entire shipment) subject to a maximum liability of \$100,000.00 unless Shipper has requested excess carrier liability in writing at least 48 hours prior to shipment and accepted Carrier's quote for additional freight charges related thereto. Excess liability coverage shall not be provided unless it is specifically requested in writing at least 48 hours prior to shipment and on the original Bill of Lading at the time of shipment. Less than truckload shipments in Canada shall be limited to a maximum value of \$2.00/lb up to a maximum of \$5,000 per shipment.
- 3) If Shipper tenders a shipment that exceeds the liability limits in provision 2 above or exceeds the individually negotiated liability limits stated in the payor's pricing agreement and requests excess liability coverage on the original Bill of Lading, Carrier will assess an additional charge of 85 cents per each \$100.00 in excess of the initial maximum liability subject to minimum excess coverage charge of \$35.00. Such charge is in addition to all other applicable lawful freight charges and is to be paid by the party responsible for payment of the freight charges. The maximum Carrier liability under excess coverage is \$100,000.00 per shipment or part thereof.
- 4) When articles are subject to released, agreed or declared value ratings as provided in the NMFC, excess liability coverage will apply only on those articles released, agreed or declared at the highest value provided in the alternation.
- 5) Carrier's maximum liability for commodity rated shipments will be \$1.00 per pound unless excess coverage is requested. Commodity rated shipments are shipments whose rates are not based on class including but not limited to pallet rates, per pound rates, per mile rates, per handling unit rates or flat rates per shipment. \$1.00 per pound maximum liability will not apply on used articles, see Release Value: Used Articles.
- 6) Carrier's liability, including liability under excess coverage, shall not exceed the actual value of goods lost or damaged in transit.

### RELEASED VALUE: USED ARTICLES

Commodities defined by Carrier as used, refurbished, remanufactured, or other than new will be accepted for transportation only when released to a value not exceeding 10 cents per pound. Such released value must be entered on the Bill of Lading in the following form: *"The released value of the property is hereby specifically stated by the shipper not to be exceeding 10 cents per pound."* If Shipper fails or declines to execute above statement or designates a value exceeding 10 cents per pound, such shipment will not be accepted for transportation. If such a shipment is inadvertently accepted, Carrier's liability will not exceed 10 cents per pound for that part of a shipment lost or damaged (not necessarily the entire shipment) subject to a maximum liability of \$2,000.00 per shipment. No excess carrier liability coverage provisions shall apply to used commodities, unless Shipper, in writing, requests a higher level of Carrier liability at least 72 hours prior to shipment, and receives and accepts a quote from Carrier for the additional freight charges related thereto. In no event will Carrier's liability exceed 20 cents per pound, or the maximum liability of \$5,000 per shipment. In no case will Carrier be liable for failure of mechanical function(s) or operation of commodities. Carrier's liability shall not exceed the actual value of goods lost or damaged in transit.

**Note 1:** Failure of Shipper to declare that a commodity is "used" shall not alter the application of this item. Carrier may define articles as used, refurbished, remanufactured, or other than new under this rule at its discretion. Upon proof otherwise to the satisfaction of Carrier, liability limit will be reconsidered.

**781 PROHIBITED ARTICLES**

Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles when shipped between points in the USA:

- Animal carcasses including taxidermy items
- Bank bills, currency, deeds, drafts, notes
- Carbon black or activated carbon
- Firearms
- Freight requiring protection from heat
- Fresh cut flowers
- Human corpses or remains
- Jewelry other than costume or novelty
- Letters with or without stamp affixed (see Note 1)
- Live plants, animals, insects or fish
- Hookah, CBD, vaping products, e-cigarettes, and vaping liquids
- Cigarettes, cigars, snuff, and other tobacco, subject to completion of Roadrunner's compliance process regarding the same
- Marijuana products, hemp, or illegal drugs
- Museum exhibits or articles of antiquity
- Original works of art
- Perishable food items
- Postage or revenue stamps
- Precious stones or metals
- Unlawful animal products (e.g., Ivory, fur, skin, fins)

In addition to all items listed above, the items listed below will not be accepted for shipment nor as premiums accompanying other articles when shipped between the USA and Canada:

- Hazardous Materials (only applicable for Canada cross border shipments)
- Household Goods shipments
- Fireworks, explosives and weapons or parts thereof (only applicable for Canada cross border shipments)
- Items restricted by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization) (only applicable for Canada cross border shipments)

**Note 1:** United States Mail will be accepted only when Shipper and Consignee are United States Post Offices.

**FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT:**

Carrier is not obligated to receive freight liable to permeate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

**810 PROTECTIVE SERVICE**

Except as otherwise specifically provided in items making reference hereto, commodities requiring protection from heat or cold will be accorded such protection subject to the rates, charges and provisions shown in this item.

**GENERAL PROVISIONS**

- 1) Shipments will be accepted when suitable equipment is available to handle the shipment.
- 2) Shipper must state specifically on the Bill of Lading the protection required, e.g., "Freezable, protective service required", "Protect from freezing."
- 3) When the requirement shown in 2 above is not shown on Bill of Lading, Carrier will not be liable for loss or damage resulting from its failure to provide such protection.
- 4) Shipper must mark or tag each outer container in the shipment with the service requirement.

**CHARGES****PROTECTION FROM COLD:**

Beginning October 1 of each year and ending March 31 of the following year, Carrier will provide protective service of goods from freezing when the shipment freezing point is 32 degrees Fahrenheit, 0 degrees Centigrade or lower:

*(Item 810 continued)*

Protection from cold charge will be assessed at a rate of \$2.50 per 100 pounds subject to a minimum charge of \$38.75.

**PROTECTION FROM HEAT AND/OR MAINTAINING TEMPERATURE:**

Carrier does not provide service for protection from heat or maintaining temperature. If shipment is inadvertently accepted, the maximum liability of \$0.10 per pound will apply when damages are a result of heat exposure.

**820 RECONSIGNMENT OR DIVERSION TO ANOTHER CARRIER**

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

**DEFINITIONS:**

For the purpose of this rule, the terms "reconsignment", "diversion" or "diversion to another carrier", are synonymous and will be considered to mean:

- 1) Change in the name, address or location of Shipper or Consignee.
- 2) Change resulting in the relinquishment of a shipment at any time after original tender to Carrier, whether to original Shipper, other carrier, Consignee or any other party as stipulated by authorized request.
- 3) Authorized furtherance; reshipment; or return of refused, on hand, or undelivered shipments (through no fault of Carrier) to original Shipper, other carrier, Consignee, or other receiving party.

**CONDITIONS:**

- 1) Request must be made or confirmed in writing. Carrier must be satisfied that the party making the request has the authority to do so. Carrier reserves the right to refuse to honor conditional or qualified requests.
- 2) Carrier will make a diligent effort to execute a request but will not be responsible if such service is not affected.
- 3) All charges applicable to a reconsigned shipment, must be paid or guaranteed to the satisfaction of Carrier before ultimate delivery will be made.
- 4) Only entire shipments, not portions of shipments, may be reconsigned.
- 5) Shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed, or wharf may be subject to the charges provided in this item. See item 480.

**CHARGES PRIOR TO LINEHAUL SERVICE:**

- 1) If Carrier can intercept the shipment prior to loading on a linehaul vehicle at the Carrier's origin terminal, the shipment will be subject to duly negotiated pricing applicable from the original point of origin to the ultimate destination plus \$75.00 per shipment with the following exceptions:
  - (a) If the ultimate Consignee takes delivery or other carrier takes interchange at the Carrier's origin terminal, no additional reconsignment charge will apply beyond those named in paragraph "1)" above.
  - (b) If Carrier is required to deliver the shipment within the commercial zone of the Carrier's origin terminal, the shipment will be subject to a combination of rates or charges as follows:
    1. LTL rates or charges from the origin point to the Carrier's origin terminal (duly negotiated pricing).
    2. Reconsignment charge of \$75.00 per shipment.
    3. Delivery rate or charge of \$9.00 per 100 pounds subject to a minimum charge of \$75.00 and a maximum charge of \$424.00.
  - (c) If Carrier is required to deliver the shipment beyond the commercial zone of the Carrier's origin terminal not requiring linehaul service, the shipment will be subject to a combination of rates or charges as follows:
    1. LTL rates or charges from the origin point to the Carrier's origin terminal (duly negotiated pricing).
    2. Reconsignment charge of \$75.00 per shipment.
    3. Delivery rate or charge based on current published RDFS 501 and 700 tariff rates, less 90% discount, (subject to Item 610 herein) from Carrier's origin terminal to the ultimate destination.

If Carrier is able to intercept the shipment after loading on a linehaul vehicle at Carrier's origin terminal, and Carrier agrees to unload and reload the linehaul vehicle, the shipment will be subject the provisions of paragraph 1), a), b), c) above plus a charge of \$32.80 per hour per person subject to a minimum charge of \$55.00 for all time and men required in unloading and reloading the linehaul vehicle.



# Roadrunner

## 820 RECONSIGNMENT OR DIVERSION TO ANOTHER CARRIER

### SUBSEQUENT TO LINEHAUL SERVICE:

- 1) If Carrier is unable to intercept the shipment prior to loading on a linehaul vehicle and is unable to unload and reload the linehaul vehicle to accomplish such diversion at the Carrier's origin terminal, request will be considered "subsequent to linehaul service" and in addition to all other lawful charges will be subject to the provisions and charges named herein.
- 2) After departure from Carrier's origin terminal, if a request for reconsignment or diversion is received and accepted while the shipment is enroute to the Carrier's delivering facility for the original destination point, the shipment will be allowed to continue to such delivering facility for unloading and diversion whereupon the location of Carrier's delivering facility will be considered the reconsignment point for the purpose of applying the provisions and charges named herein (Prior to Tender of Delivery). If a shipment is stopped at a Carrier facility while enroute to the destination facility, such intermediate facility will be considered the reconsignment point. If the shipment is not immediately accessible and back stripping the linehaul unit is required to access the shipment, a fee based on Carrier's cost will be negotiated.
- 3) After departure from Carrier's origin terminal, if a request for reconsignment or diversion is received and accepted while the shipment is enroute to the Carrier's delivering terminal for original destination subject to the operational discretion and approval of Carrier, the shipment may be intercepted by rerouting the linehaul vehicle to the nearest available terminal facility for unloading and diversion. Such nearest available terminal facility will be the reconsignment point for the purpose of applying the provisions and charges named herein (Prior to Tender of Delivery). The charge for rerouting a linehaul vehicle will be \$2.00 per mile and \$32.80 per hour (including time required in unloading and reloading the linehaul vehicle) round trip from the point of interception to terminal and back to interception point subject to a minimum charge of \$121.85. Such rerouting charges will be in addition to all other applicable charges.

### Prior to Tender of Delivery

**Change:**

**Charges will be:**

Name of Shipper or Consignee with no change in place of delivery and/or change in place of delivery <b>within</b> commercial zone of original destination point.	\$75.00 per shipment.
Place of delivery <b>outside</b> commercial zone of original destination point.	Duly negotiated pricing from origin to reconsignment point plus currently published RDFS 501 and 700 tariff rates, less 90% discount, (subject to Item 610 herein) from reconsignment point to ultimate destination ( <b>see Note 1</b> ). Total charge subject to minimum of the duly negotiated pricing through charge from origin point to ultimate destination.

### After Tender of Delivery

**Change:**

**Charges will be:**

Name of Shipper or Consignee with no change in place of delivery and/or change in place of delivery within commercial zone of original destination point.	\$9.00 per 100 pounds subject to a minimum charge of \$75.00 and a maximum charge of \$424.00.
Place of delivery <b>outside</b> commercial zone of original destination point.	Duly negotiated pricing from origin to reconsignment point plus currently published RDFS 501 and 700 tariff rates, less 90% discount, (subject to Item 610 herein) from reconsignment point to ultimate destination ( <b>see Note 1</b> ). Total charge subject to minimum of the duly negotiated pricing through charge from origin point to ultimate destination.
<b>Note 1:</b> Should a Customer's freight need to be reconsigned to a non-service area from the reconsignment point (Carrier's terminal facility), the charge to the Customer would be a direct pass through and not as defined within RDFS-100 or a Customer's specific tariff.	



**830 REDELIVERY**

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

- 1) If one or more additional tenders for final delivery of the shipment are made at Consignee's place located within the commercial zone of the Carrier's terminal, a charge of \$12.00 per 100 pounds subject to a minimum charge of \$150.00 and a maximum charge of \$600.00 will apply for each such tender of final delivery.
- 2) When the point of refusal or non-delivery is a point located outside the commercial zone of Carrier's terminal, published tariff rates from said point to Carrier's terminal will be assessed in addition to all other applicable charges. If one or more additional tenders or final delivery of the shipment are made at Consignee's place located outside of the commercial zone of Carrier's terminal, published tariff rates to said point from Carrier's terminal will be assessed in addition to all other applicable charges.
- 3) If, in lieu of final delivery at Consignee's place, Consignee elects to accept delivery of the shipment at Carrier's premises, a charge of \$75.00 will apply.
- 4) All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of Carrier by the party requesting redelivery before the shipment is redelivered.

**840 PAPER INVOICE SERVICE**

A charge of \$2.25 per shipment will apply when a paper invoice is utilized in lieu of an electronic invoice.

**860 RETURN SHIPMENTS - UNDELIVERED**

Undelivered shipments that are returned to original Shipper will be subject to applicable rates and charges in effect from the point of return on the date of return using Customer's established pricing agreement.

- 1) If point of return is not within Carrier's service area, the charge to the Customer will be a direct pass through.
- 2) If the shipment is returned before leaving origin terminal, a charge of \$5.80 per 100 pounds subject to a minimum charge of \$69.00 and a maximum charge of \$424.00 will be assessed.

**870 REVERSAL OF TERMS OR CORRECTED BILL OF LADING**

- 1) Any Corrected Bill of Lading or Letter of Authorization to change a Bill of Lading will be subject to a charge of \$35.00 per request, per freight bill. Changes subject to this charge may include but are not limited to:
  - (a) Reversal of terms from prepaid to collect or from collect to prepaid.
  - (b) Change in payor or 3<sup>rd</sup> party billing.
  - (c) Change to weight or piece count, subject to Carrier's ability to verify the accuracy of the requested change.
  - (d) Change in delivery instructions.
- 2) The charge will be added to the freight bill and the party requesting the change will be assessed the charge provided such party has established credit with Carrier.
- 3) If notice of arrival has been given and the shipment is returned to Carrier's terminal, redelivery and storage charges will also apply according to Items 830 and 910 herein and will be assessed against the revised payor.

**880 SEALING OF TRUCKS**

Except as otherwise provided, Shippers and Consignees will not be accorded the exclusive use of Carrier's vehicle. Carrier may at its option and convenience load and transport the freight of various Shippers and Consignees in the same vehicle and, except as provided for in Item 470 (Control and Exclusive Use of Vehicle), Carrier may remove seals or locks applied to its vehicle by Shippers, Consignees or Owners of goods for the purpose of loading and commingling shipments of various Shippers and Consignees in the same vehicle.

**887 SORTING OR SEGREGATING**

- 1) Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight. When Carrier is requested to sort or segregate by marks, brands, sizes, flavors or other distinguishing characteristics such service will be assessed a charge of \$1.25 per piece subject to a minimum charge of \$105.00 per shipment.
- 2) Nothing in this item shall require Carrier to provide the service described herein.
- 3) Each unit (carton, package, pail, barrel, drum, etc.) which is handled by Carrier is considered a separate piece. The average weight of each unit is to be determined by dividing the total weight of the shipment by the total pieces as defined in the preceding sentence.
- 4) Carrier will provide one employee for the delivery of a shipment subject to the provisions of this item.
- 5) When Carrier is required to acquire or utilize any outside service, commonly known as "lumper service", to load and/or unload freight from and/or to Carrier's vehicle, Carrier will not absorb any charges or fees accompanied with acquiring or utilizing said outside service. Carrier will be reimbursed for any expenses, charges or fees assessed by said outside service. When delivering multiple shipments to a Consignee requiring the use of a lumper service, charges will be assessed by pro-rating the weight of each shipment based on the total weight being delivered and using that pro-rated percentage of the total lumper fee to determine the charge for each shipment.
- 6) All charges in this item will be in addition to all other lawful charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier.
- 7) Lumper service will not be available when cash payment is required.

**890 QUOTATION OF ESTIMATED CHARGES**

- 1) When Carrier has furnished either orally or in writing an estimate of published tariff charges, such estimate will be given based on the applicable published tariff provisions and the information about the shipment made known to Carrier at the time of the estimate.
- 2) Estimates of freight charges are furnished as a convenience to the shipping public and represent only an informal approximation of freight charges which is not binding either on Carrier or Shipper.
- 3) Lawful transportation charges are based on the published tariff provisions legally in effect at the time of the shipment, in conjunction with duly negotiated pricing agreements and related transportation services performed in connection therewith.
- 4) Freight charges may be subject to minimum charges based on cube, density or lineal feet as provided in Item 577 or Item 578.

**891 ROADRUNNER GUARANTEE**

- 1) **Rate:** Charges for Roadrunner Guaranteed service shall be the customer's normal LTL pricing, plus a 25% upcharge of the net linehaul charges for that shipment (i.e., Excluding accessorials and fuel surcharge), subject to a minimum upcharge of \$75.00 per shipment.
- 2) **Claim Procedure:** In the event the shipment for which Roadrunner Guaranteed service is provided, where the shipment is not delivered by the scheduled delivery commitment, and subject to certain exceptions set forth below, Roadrunner will void 100% of freight charges for that shipment. In the event a shipment is in transit during a holiday, the standard delivery date shown on Carrier's website transit time calculator based on the day of pickup does not apply (contact Customer Service for revised delivery dates). Claims for failure to meet service standards must be submitted within 15 calendar days of the agreed-upon delivery date by email to roadrunnerguaranteed@rrts.com. Claims filed after the passage of 15 calendar days under this Roadrunner Guarantee service are extinguished and will be denied. The claim submission email must include the pro number of the shipment in question, claimant's company name and contact information along with a description of the service failure.
- 3) **Upcharge Exclusion:** Carrier will void only the additional Roadrunner Guaranteed charges in the event of:
  - a) Only a portion of the shipment fails to be delivered.
  - b) The shipment contains overlength articles as described in Item 670.
  - c) Events beyond Carrier's control, including, but not limited to, act of God, acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than Carrier; or
  - d) If Carrier attempts delivery by the scheduled delivery commitment, but is unable to do so, primarily due to causes beyond Carrier's control and are not caused by Customer, Consignee or Consignor.
- 4) **Direct Points:** Roadrunner Guaranteed is only applicable to LTL shipments between eligible direct service points. Roadrunner Guaranteed will not apply when the pickup and/or delivery is made by agents or interline partners.
- 5) **Pickup Window:** Shipment must be picked up by Carrier no later than 5:00 PM local time to qualify. The scheduled delivery commitment is based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur (i.e. Does not cover missed pick-ups). If shipment is made available after 5:00 PM local time and is accepted by Carrier, one additional day of transit will be added to the otherwise published transit time.
- 6) **Delivery Window:** Carrier guarantees to make shipment available for delivery by end of day (11:59 PM local time) on or before the date published on Carrier's website. The consignee/receiver must be open and willing to accept shipment delivery up to 5:00 PM local time. After 5:00 PM local time, the delivery shall be considered late only if the consignee's receiving department is closed.
- 7) **Delivery Obligation:** If Carrier attempts delivery by the scheduled delivery commitment but is unable to complete delivery due to exceptions caused by Shipper or Consignee, the normal LTL charges plus the 25% upcharge shall be due to Carrier. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays, refuses delivery for any reason, or is unable to grant a timely appointment.
- 8) **Damaged, Short or Partial:** Roadrunner Guaranteed does not alter the Roadrunner cargo claims process for shipments delivered damaged or short/partial deliveries. Customer must utilize Carrier's claims process to file claims for all cargo claims, including but not limited to claims for damages to cargo or short/partial deliveries. Roadrunner Guaranteed does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date, or short/partial deliveries if Carrier fails to deliver at least one item out of the shipments by the scheduled delivery date, as otherwise set forth in this item 891.

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*(Item 891 Continued)*

9) The following shipments are not eligible for Roadrunner Guaranteed service:

- Blackout periods as may be listed on Carrier's website
- Blind shipments
- Carpeting or linoleum, non-palletized, NMFC 70500
- Container Freight Stations and Customs Warehouses
- Dropped trailers for consignee unloading
- Food or grocery warehouse deliveries
- Freezable Protection and Temperature Controlled shipments
- Government facilities
- Extra labor
- Hazardous materials
- Holiday and/or weekend pickups or deliveries
- Impractical operations
- Lost or damaged shipments
- Missing, incomplete or inaccurate shipping documentation
- Non-business hours deliveries
- Notification prior to delivery
- Remote non-zip delivery points
- Rural delivery points as defined by Carrier's website
- Shipments held for consignee instructions
- Shipments held for consolidation
- Shipments held for pickup at Carrier's dock
- Shipments requiring sorting and segregating service
- Special Equipment Deliveries (excluding Liftgate, which is eligible)
- Shipments with co-loading restrictions identified on BOL
- Trade show, convention center, exhibit center deliveries
- Unpalletized freight
- U.S. domestic island pickups or deliveries
- Volume / spot quote

10) Carrier reserves the right to cancel, suspend, or modify Roadrunner Guaranteed service (or change the guaranteed time in transit) for any service(s), and for any period of time, as determined by Carrier in its sole and unlimited discretion, and without prior notice.

**892 VOLUME SPOT QUOTES**Failure to List Spot Quote Number:

For spot quotes to apply the specific quote number listed in the provided quote must be shown in a prominent position on the original Bill of Lading. If quote number is missing from the original Bill of Lading, the spot quote is invalid. Corrected Bills of Lading and Letters of Authority will not be accepted to add the spot quote number. Adding the spot quote number and honoring the price will require an additional 10% up-charge to the original quoted rate subject to a minimum up-charge of \$125.00 per shipment.

Inaccurate Quote Parameters:

Inaccurate Quote Parameters: If the actual shipment parameters (weight, commodity classification, linear feet, or cubic feet) exceed any of the stated parameters provided by Shipper in obtaining the quote, the quote will be revised to reflect the actual shipment parameters.

Volume Spot Quote Accessorial Fees – The below accessorial fees supersede any other contract and/or tariff “negotiated” accessorial fees.

- 1) The charge will be \$60.00 for the following Limited Access pickup and/or delivery services, including, but not limited to: Airport, Amusement Park, Apartment, Camp-Lodge-Park-Resort, Church-Place of Worship, Container Freight Station, Construction, Country-Golf Club, Farm-Ranch, Forest, Government, Grocery Warehouses, Hotel, Mine, Native American Reservation, Nursing Home, Pier-Port-Wharf, Prison, Residential, School, Storage Unit and Utility.
- 2) Inside pickup or delivery charge will be \$4.50 per 100 pounds subject to a minimum charge of \$150.00 and a maximum charge of \$600.00.
- 3) Liftgate charge will be \$2.75 per 100 pounds subject to a minimum charge of \$60.00 and a maximum charge of \$200.00.

**900 STOP-OFFS**

Except as otherwise provided in this tariff or in duly negotiated pricing agreements, shipments upon which charges are based on truckload or volume weights or minimum weights (see Item 997) may be stopped in transit at not more than four points between the point of origin and the point of final destination for the purpose of partial loading and/or partial unloading subject to the following:

- 1) Freight moving under this rule must be forwarded on one Bill of Lading on one day. The Bill of Lading shall show at what point or points the shipment is to be stopped off for partial loading or partial unloading, the name and address of the party to load or to receive the freight at such stop-off point, and description of the part of the shipment to be loaded or unloaded at the stop-off point or points. There shall be no substitutions of other freight for that loaded at the origin point or for any part of the shipment loaded at any intermediate stop-off point, and a shipment which has been stopped for partial unloading shall not be stopped subsequently for partial loading.
- 2) If pickup or delivery is made at different addresses or locations in the same point (city, town or village), each pickup or delivery will be considered as a separate stop in the application of this rule.
- 3) On shipments stopped for partial loading, the charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment and at the rate applicable to the final destination point from that point where any portion of the shipment was loaded from which the highest charges are applicable. On shipments stopped off for partial unloading, the charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment and at the rate applicable from the point of origin to that point where any portion of the shipment is delivered to which the highest charges are applicable. On shipments stopped for both partial loading and unloading, the charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment at the rate applicable from point of origin, or from any intermediate point where the shipment is stopped for partial loading, to the point of destination, or to any intermediate point where the shipment is stopped for partial unloading, from and to which the highest charges are applicable.
- 4) The charge for each stop-off in transit for partial loading or partial unloading will be \$96.65 per stop in addition to all other applicable charges.
- 5) Shipments stopped off for partial loading and/or unloading will be charged for at the rates named herein when the mileage via the highway route from origin to final destination via the stop-off point or points does not exceed 105 percent of the shortest highway route between origin and final destination. All miles in excess of 105 percent will be charged for at the rate of \$1.85 per mile, which will be in addition to all other applicable charges assessed against the shipment. Routes and mileages are to be determined from the Household Goods Carrier's Bureau, Agent, HGB 100, mileage guide.
- 6) All charges on shipments moving under this rule must be prepaid or guaranteed to the satisfaction of Carrier.

**910 STORAGE**

Freight held in Carrier's possession by reason of any act or an omission of the Shipper, Consignee or Owner of goods, or for custom clearance or inspection (see Item 480) and through no fault of Carrier will be considered stored immediately and will be subject to the following provisions:

- 1) Storage charges on freight awaiting linehaul transportation will begin at 7:00 a.m. the day after freight is received by Carrier.
- 2) Storage charges on undelivered freight will begin at 7:00 a.m. the second business day after notice of arrival has been given. Storage charges will be charged for each succeeding calendar day, including Saturday and Sunday, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival had been given.
- 3) Storage charges will be assessed at a rate of \$2.00 per 100 pounds per day subject to a per day minimum charge of \$30.00 and a per shipment minimum charge of \$50.00.
- 4) Storage charges under this item will end when Carrier is enabled to deliver or transport the freight as a result of action by the Shipper, Consignee, Owner of goods or customs officials.
- 5) Storage charges under this item will not apply and Carrier's responsibility ends on the day Carrier places the freight in a public warehouse. A charge of \$2.51 per 100 pounds subject to a minimum charge of \$25.00 and a maximum charge of \$310.70 per shipment will be assessed when Carrier places the freight in a public warehouse. Carrier will not assume any responsibility for storage charges assessed by such public warehouse.
- 6) If the Consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment because of fault or mistake of the Shipper or Consignee, the Carrier's liability shall immediately become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the Shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges shall start no sooner than the next business day following the attempted notification.
- 7) Where the Carrier is directed by Shipper or Consignee to unload or deliver property at a particular location where Shipper, Consignee or the agent of either is not regularly located or where Carrier is directed by Shipper to drop freight off at the original Consignee location without Consignee receipt signature required, delivery shall occur when the property is unloaded and Carrier is not liable for any damage, theft or loss of the freight after delivery.

**920 SUBSTITUTED SERVICE**

Carrier may, at its option, substitute other service for its actual services.

**959 TRANSFER OF LADING**

- 1) When shipments subject to truckload or volume rates cannot be picked up with the vehicle to be used in transporting the shipments over the highway and Carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in Paragraph 4 in addition to all other applicable charges. These charges will be collected from the Shipper.
- 2) When shipments subject to truckload or volume rates cannot be delivered with the vehicle used in transporting the shipment over the highway, Carrier will notify the Consignee of this fact. If the Consignee requests Carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in Paragraph 4 in addition to redelivery charges when performed and all other applicable charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the Consignee.
- 3) When Shipper or Consignee requests that shipments subject to truckload or volume rates be picked up or delivered on a vehicle other than the vehicle used in transporting the shipment over the highway, the charges in Paragraph 4 will apply. Unless Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.
- 4) Each vehicle required for original pickup and/or final delivery will be considered a separate transfer. The charge for the weight on each vehicle will be \$2.00 per 100 pounds subject to a minimum charge of \$200.00.



**985 VEHICLE FURNISHED BUT NOT USED**

- 1) When Carrier, upon receipt of a request to pick up a shipment weighing at least 10,000 pounds or to furnish a vehicle for the exclusive use of a Shipper, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier said vehicle is not used, a charge of \$150.00 per day or fraction thereof per vehicle will be assessed against the Shipper making such request. Accrual of these charges will terminate when Carrier is notified that vehicle will not be used.
- 2) When Carrier, upon receipt of a request to pick up a shipment weighing less than 10,000 pounds, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier said vehicle is not used, a charge of \$150.00 per occurrence will be assessed against the party making such pick up request.

**992 WEIGHT VERIFICATION**

Carrier will verify the weight of any shipment upon request by either the Shipper or Consignee. Such verification will only be made while shipment is in custody of Carrier. Weight verification service will be assessed a charge of \$30.00. This charge is to be paid by the party requesting the service.

**995 WEIGHTS - GROSS WEIGHT AND DUNNAGE****GENERAL PROVISIONS**

- 1) The Shipper must specify on the Bill of Lading at the time of shipment the actual weight of the pallets, platforms, racks or skids.
- 2) Except as otherwise provided, charges will be computed on gross weight except when estimated weights are authorized such estimated weights will be used.
- 3) When freight is prepared for shipment in conformity with packing requirements and is loaded on pallets, platforms, racks, or skids, the following provisions shall apply:

**SECTION 1 – SHIPMENTS SUBJECT TO A BILLED WEIGHT OF LESS THAN 20,000 POUNDS:**

- 1) The actual weight of the pallets, platforms, racks or skids will be charged for at the rate applicable to the highest weighted article on subject pallets, platforms, racks or skids.

**SECTION 2 – SHIPMENTS SUBJECT TO A BILLED WEIGHT OF MORE THAN 20,000 POUNDS:**

- 1) No charge will be made for the weight of pallets, platforms, racks or skids, provided such weight does not exceed three (3) percent of the total weight of that portion of the shipment loaded on subject pallets, platforms, racks or skids.
- 2) Any pallet, platform, rack or skid weight in excess of the three (3) percent of the total shipment weight will be charged for at the rate applicable to the highest weighted article on subject pallets, platforms, racks or skids.
- 3) In no case after deducting the weight of the pallets, platforms, racks or skids shall the billed weight on which charges are based be less than the applicable stated minimum weight.

**996 REWEIGH OR RECLASSIFICATION CHARGE**

A \$30.00 reweigh or reclassification charge will apply to any shipment when either of these conditions is true:

- 1) Carrier weighs a shipment and measured weight is at least 100 pounds greater than the weight on the Bill of Lading.
- 2) Carrier inspects a shipment and determines an incorrect commodity description or NMFC classification was used on the Bill of Lading, and the correction to the proper commodity or class affects freight charges.

This charge will be collected from the party responsible for the freight charges. Shipments that have pyramided, rounded or other irregular tops, or have been labeled by Shipper that no other freight is to be loaded on top shall be considered 96 inches in height for the purposes of calculating cubic feet and density.

**997 WEIGHTS - MINIMUM WEIGHT FACTOR**

Except as otherwise provided, the minimum weight on articles moving under rates made subject to this tariff and subject to the truckload rate will be 20,000 pounds.

**998 CARRIER NAME CONVERSION**

Where any contract, tariff, or duly negotiated pricing agreement, effective prior to December 27, 2016, makes reference to "RDFS", "Roadrunner Dawes Freight Systems, Inc.", "Roadrunner", "Roadrunner Freight Systems, Inc.", "DAWI", "Dawes", "Dawes Transport, Inc.", Roadrunner Transportation Services, Inc., such contract, tariff or duly negotiated pricing agreement, when applied on or after December 27, 2016 shall be understood to refer to Roadrunner Transportation Services, Inc. doing business as Roadrunner.

END OF TARIFF