



MC-390739

## LOCAL AND JOINT RULES TARIFF DYLT 110-AF

(Cancels Tariff DYLT 110-AE)

APPLICABLE ON INTERSTATE AND INTRASTATE TRAFFIC  
(Applies when reference is made hereto)

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## ITEM 100

## APPLICATION OF TARIFF

## ITEM 100

This tariff contains rules and charges for application in connection with shipments moving under rates and other provisions in each other tariff, which is made subject to this tariff as a governing publication.

Except as otherwise specifically provided, any reference to rates or charges in any Item in this tariff will be understood to refer to all rates or charges in this tariff, or in any tariffs governed by this tariff, insofar as such rates or charges have application in connection with the provisions where such reference appears.

Notations on bills of lading attempting to exempt parties from accessorial or additional charges or requests for notification approval will not be recognized when the service is required to complete pickup or delivery of the shipment.

## ITEM 115

## DEFINITIONS-TERMS AS USED IN THIS TARIFF, OR IN TARIFFS MAKING REFERENCE TO THIS TARIFF

## ITEM 115

1. The term **"BUSINESS DAY"** means each day, Monday through Friday, excluding Holidays.
2. The term **"BUSINESS HOURS"** means that time during which operations are generally conducted by the carrier at point where the service is performed.
3. **"Carrier"**, **"consignor"** or **"consignee"** includes the authorized representatives or agents of such "carrier", "consignor" or "consignee".
4. **"Consignee to unload the shipment"** means the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. **"Consignor to load the shipment"** means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure a safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. The term **"DENSITY"** where rates are applicable according to the density of articles as tendered for shipment means "pounds per cubic foot". The cubage of loose articles or pieces or packaged articles shall be determined by multiplying straight-line dimensions (not circumference) of length, width and depth in inches, including all projections and dividing 1728 cubic inches (one cubic foot). The density shall be the result of the divisions of the weight per article, piece or package by the cubage ascertained.
7. The term **"HOLIDAY"** means New Year's Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the Holiday falls on Sunday, the following Monday will be considered as a holiday. And when the holiday falls on a Saturday, the previous Friday will be considered as a holiday.
8. For shipments originating or terminating in Canada: The term **"Holiday"** means New Year's Day, Victoria Day, St. Jean Baptiste Day, Dominion Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, December 24<sup>th</sup>, December 26<sup>th</sup>, Good Friday or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the Holiday falls on Sunday, the following Monday will be considered as a holiday. And when the holiday falls on a Saturday, the previous Friday will be considered as a holiday.
9. **"Joint line traffic"** means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination.
10. **"Place"** means a particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point." Note A: The "place" shall include only contiguous property, which shall not be deemed separate if intersected by a public street or thoroughfare.
11. "Point" means a particular city, town, village, community or other area, which is treated as a unit for the application of the line-haul rates.
12. **"Single-line traffic"** means the transportation of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as new carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
13. The term **"Contraband"** means any shipment or partial shipment containing (1) any illegal drug or undocumented controlled substance; (2) any Cannabis/Hemp products that contain Tetrahydrocannabinols (THC) or CBD; (3) any item that may pose a safety or security risk in transit or storage; and/or (4) any item that is not properly documented and/or described in the Bill of Lading or other shipping documentation.

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## ITEM 115 DEFINITIONS-TERMS AS USED IN THIS TARIFF, OR IN TARIFFS MAKING REFERENCE TO THIS TARIFF ITEM 115 (Cont.)

14. **"Site"** means a particular platform or specific location for loading or unloading at a "place".
14. **"Traffic handled direct"** means the transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
15. **"Truck"** or **"vehicle"** means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
16. Where the terms **"LTL"**, **"AQ"**, **"Less-than-truckload"** or **"Any Quantity"** are used, such terms refer only to any amount of freight subject to rates applying on less than 20,000 lbs.
17. Where the terms **"Vol"**, **"Volume"**, **"TL"** or **"Truckload"** are used, such terms refer only to an amount of freight subject to rates applying on 20,000 lbs or more and further subject to any stated minimum weights provided in connection with rates or provisions.

## ITEM 125 ADVANCE CHARGES ITEM 125

1. No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (See Note A).
2. The charges for collecting and remitting the amount of the advance charges will be collected from the consignee except that such charges may be prepaid by the shipper (providing notation to that effect is made by the shipper on the Bill of Lading and shipping order, at time of shipment).
3. Advance fees will be assessed as follows:

| Percent of the Advance Charge Amount | Subject to a Minimum Charge of |
|--------------------------------------|--------------------------------|
| 3%                                   | \$41.15                        |

Note A: The term **"charges incidental to the transportation of the shipment"** shall include the following:

1. Inbound Transportation charges, (Ocean Transportation will not be advanced), (See Note D);
2. Loading or unloading charges;
3. Charges for packing or crating the shipment;
4. Drayage charge, (See Note B);
5. In bond or custom house charges;
6. Wharfage or handling charges on import shipment;
7. Warehouse storage or warehouse handling charges;
8. Broker's fees on Customs or in bond shipments, (See Notes C and E);
9. Demurrage;
10. Carriers' storage.

Note B: The term **"Drayage"** as used in this Item shall mean local transportation within the pickup service center area, from actual origin to the haul carrier's dock. No drayage charges, which are not lawfully published, will be advanced unless the payment is guaranteed in writing by the consignor.

Note C: When reference is made hereto, the nature of the charges to be advanced need not be stated on Bill of Lading at time of shipment if they accrue at a point other than origin.

Note D: Cost of preparing immediate transportation entry (IT) papers will be advanced by the carrier and will not be subject to the advance charge.

Note E: Provisions of this Item do not include the advancing of broker's fees on inbound shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

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**ITEM 127****ALLOWANCES****ITEM 127**

Loading allowances and/or incentive refunds, if provided, must comply with the provisions of the ICC Termination ACT of 1995, section 13708, Billing and Collecting Practices. Loading or unloading allowances will only be allowed (if at all) if the service is provided by the customer and not the carrier or its agents.

Allowances will not be applicable to:

- A. Special service and/or accessorial charges
- B. Shipments moving under government bills of lading
- C. Shipments moving under government bond
- D. Shipments for which the carrier has not received payment within established payment time periods as determined elsewhere in this tariff, normally 15-30 days after date of shipment

Allowances will be applicable when established and agreed to in writing through a separate agreement or when published in a customer's individual tariff only.

There will be a one-time opportunity for payment, nothing will be retroactive nor recaptured at a later pass through. Allowances are not applicable through deductions from outstanding freight invoices. All eligible invoices must be paid prior to payout of allowance.

**ITEM 145****APPOINTMENT NOTIFICATION PRIOR TO DELIVERY****ITEM 145**

A. When it is necessary to make an appointment prior to delivery of a shipment, a fee of \$25.00 shall be assessed. If, through no fault of the Carrier, the shipment cannot be delivered at the appointed time, then the freight will be placed on hand and legal notice shall be sent. Once placed on hand, the freight will become subject to storage fees in accordance with the carrier's storage fee provisions.

B. The following shipments shall be exempt from the Appointment Notification fee:

- 1. Construction/Limited Access delivery
- 2. Residential delivery

**ITEM 148****NON-SERVICE LANE PRICING****ITEM 148**

Carrier's service lanes are defined in Tariff DYLT 610 Series. In the event a shipment moving in a non-service lane is inadvertently accepted, such shipment shall be rated under current Czarlite rates in effect at time of shipment less a 75% discount, subject to a \$175.00 Minimum Charge. Shipments destined to remote points requiring movement via 3 or more carriers may be subject to additional charges. Pricing provisions as published in individual customer tariffs shall have no application.

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**ITEM 150****ARRIVAL NOTICE AND UNDELIVERED FREIGHT****ITEM 150****ARRIVAL NOTICE**

1. Actual tender of delivery at consignee's physical location constitutes the notice of the arrival of a shipment.
2. When the bill of lading contains a request for or the consignee requires notice in advance of actual tender of delivery for any reason whatsoever, a fee of \$23.00 (in addition to all other applicable freight charges) shall be assessed to the payor of the freight charges.
3. The following shipments shall be exempt from the Arrival Notice fee:
  - a) Construction/Limited Access delivery
  - b) Residential delivery
4. If the shipment is not actually tendered for delivery, then notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.
  - a) The notice will be given by telephone, if convenient and practical; otherwise by mail or electronic communication. The notice, however transmitted, will specify the point of origin, the consignor and commodity and weight of the shipment.
  - b) If the consignee's address is unknown to the carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the Bill of Lading.
  - c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.

**UNDELIVERED FREIGHT:**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly the freight is in storage and the reason therefore.
2. Undelivered shipments will be subject to Storage as provided for in Item 2500 or Detention as provided for in Items 600 and 650.

**ITEM 160****BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES****ITEM 160**

(Exceptions to Sec. 1(f) of NMFC Item 250100)

**SECTION 1**

- A. Rates subject to the provisions of NMF 100 Series are conditioned upon the use of appropriate bills of lading required by this rule.
- B. The driver signature on a bill of lading shall serve as acknowledgment of the receipt of goods only and does not signify agreement to terms set forth in the document. The provisions of governing tariffs issued by carrier shall prevail over the terms and conditions set forth in any bill of lading other than those bills of lading issued by carrier. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier. Copies of governing tariff publications or portions thereof are available to customers upon request to the carrier's Pricing Dept.
- C. When property is transported, subject to the provisions of this tariff, the acceptance and use (required respectively) of the bills of lading, domestic or export, Uniform Straight, Straight or Order as set forth in the classification is required. On international traffic, shipper may elect to use the "Shipper-Provided Short Form Bill of Lading" of the classification. This Bill of Lading must be shipper furnished and is for use in international traffic only, not including shipments from Canada, or to and from Mexico or United States of America Territories. The form is for the convenience of the international Shipper and applies only on the Domestic portion of an International movement. The form is not a through Intermodal Bill of Lading.

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## ITEM 160

## BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES

## ITEM 160 (Cont.)

- D. The uniform Straight or Straight Bills of Lading are to be used for any shipment not consigned to the order of any corporation, firm, institution or person.
- E. The "Order" Bill of Lading is to be used for any shipment consigned to order of any corporation, firm, institution or person.
- F. Except as otherwise provided, carriers shall **not** furnish:
  - 1. Bill of lading sets that consist of more than an "Original" a "Shipping Order," and a "Memorandum" per shipment.
  - 2. More than one (1) original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment.
  - 3. More than one (1) original and one (1) copy of its statement of transportation charges on its own standard form.
- G. Carriers are not obligated to furnish bills of lading containing information beyond that shown in the examples set forth in the classification.
- H. Consignors may elect to have printed their own bills of lading, in which case, all requirements of Sec. 1(A) through Sec. 2(D), and Sec. 3 of this Item must be observed. These forms may also contain such information as:
  - 1. Identification or location of consignor or consignee
  - 2. Commodity descriptions
  - 3. Rates or classes
  - 4. Other information pertinent to the shipment.
- I. On bills of lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carriers shown in the Continental Directory NMF 101 (or as amended), must be shown immediately adjacent to the carrier's name on the document heading. The SCAC designated must be printed in upper case boldface type.
- J. All shipments tendered to carrier are subject to the terms and conditions of the National Motor Freight Classification (NMFC)

### **SECTION 2 - INFORMATION TO BE SHOWN ON A BILL OF LADING.**

- A. The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.
- B. An "Order" bill of lading will not be issued unless the name of the corporation, firm, institution or person to whose order the shipment is consigned is plainly shown thereon after the words "Consigned to Order of."
- C. To insure the assessment of correct freight charges and avoid infractions of federal or state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping orders and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC Item number and appropriate Sub number thereof are shown along with the kind of packages or pieces. Except as provided in Item 640, Sec 3 of classification, (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown.
- D. If Carrier receives a bill of lading containing an incomplete or improper commodity description, whereby a proper NMFC classification cannot be determined by the Carrier, the shipment will be assigned class 175 rating, and rates will be assessed on that basis.

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

Note 2: A Class correction fee of \$30.00 per shipment shall be assessed.

- E. Articles indicated as explosives or as dangerous articles in the Hazardous Materials Tariff (HMT) will not be accepted.

### **SECTION 3 - DELIVERY OF SHIPMENTS ON ORDER OF LADING**

- A. The surrender to the carrier of the original Order Bill of Lading, property endorsed is required before the delivery of the property, but, if such bill of lading be lost or delayed, Sec. 3 B. will govern.
- B. The property may be delivered in advance of the surrender of the bill of lading upon receipt of a personal, company or bank cashier's check (or cash at carrier's option) by the carrier's agent for an amount equal to one hundred and twenty-five percent of the invoice or value of the property, or at carrier's option, upon receipt of a bond, acceptable to the carrier, in an amount twice the invoice or value of the property, or a blanket bond may be accepted when satisfactory to the carrier as surety, amount and form. Amounts of money deposited by bank cashier's check or in cash shall be refunded in full; immediately upon surrender of bill of lading property endorsed or when the carrier has received a bond, acceptable to the carrier, in an amount twice the invoice or value of the property.

### **SECTION 4 - INSURANCE AGAINST MARINE RISK.**

The cost of insurance against marine risk will not be assumed by the carrier unless so provided specifically, in its tariffs.



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**ITEM 160.1 BILLS OF LADING - ORDER NOTIFY SHIPMENTS****ITEM 160.1**

(Exception to NMFC Item 360)

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$27.04 per shipment, which charge will be in addition to all other lawful transportation charges.

**ITEM 160.2 BILLS OF LADING (FAK or FREIGHT OF ALL KINDS shipments)****ITEM 160.2**

FAK (Freight All Kinds) - Exception to Carrier Liability

For all transportation moving under FAK rates, shipper shall be obliged to identify the specific commodity of product moving under such rates on the bill of lading. In the event that shipper fails to so identify the specific commodity or product, carrier shall not be liable for any damages to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being so loaded on the same trailer with the product or commodity moving under FAK rates.

**ITEM 175 BLIND SHIPMENTS****ITEM 175**

When Carrier is requested to handle a "blind shipment" where the name or location of the actual shipper is to remain unidentified, the carrier shall assess a fee of \$50.00 for processing such requests.

**ITEM 178 CANADIAN BORDER CROSSING FEE****ITEM 178**

In addition to all other charges, shipments destined to or originating from points in Canada shall be assessed a Cross-Border Management Fee of \$39.00 for security enhancements, border delays and inspections, and administrative requirements involved with shipping cross-border. This fee will be billed to the payor of the freight bill.

**ITEM 180 CANADIAN SHIPMENTS NON-SERVICE POINTS INADVERTENCE CLAUSE****ITEM 180**

When carrier has been tendered a shipment to a point not serviced by the carrier, and carrier moves the freight to Canada for delivery through another carrier, the charges will be from the point of origin to the nearest carrier service point, then a premium of 35% shall be added to the invoice for the beyond charges.

**ITEM 182 CANADIAN SHIPMENTS – STANDARD PRICING****ITEM 182**

Unless otherwise provided for in the customer's pricing agreement, all shipments to and from Canada will move subject to a maximum discount of 91% off Actual NMFC Class (no FAK's or Class Exceptions) off the latest CzarLite Canada Cross Border base rates subject to a \$220.00 minimum charge.

All freight charges on shipments destined to Canada must be prepaid. Carrier will not accept collect shipments. – ITEM 1800.1

**ITEM 185 CAPACITY LOAD - MAX CHARGE – OVERFLOW****ITEM 185**

- A. When any shipment is tendered to the 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 charged for at the applicable 20,000 lb. truckload rate, subject to a minimum weight of 20,000 pounds or actual weight if greater.
- B. Each doubles truck will be subject to the minimum charge based on 60% of the total charge determined in paragraph (1) above.
- C. When a shipment is tendered which cannot be loaded in one vehicle, the following will apply:
  - 1. Each vehicle loaded to capacity will be subject to the minimum charge as provided in paragraph (A) above.
  - 2. The charge for the portion of the shipment loaded into or on the last vehicle (not loaded to capacity) will be rated as a separate shipment.

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## ITEM 185.1 CAPACITY LOADS - MINIMUM CHARGE AND EXCLUSIVE USE

ITEM 185.1

(Shipments of Class Related Articles)

### **SECTION 1**

On shipments of articles subject to Class Rates, each vehicle or doubles trailer loaded to capacity or in the case of exclusive use by request or as necessary because of size of shipment, will be subject to a minimum charge as follows:

- A. When any straight or mixed shipment that is subject to LTL rates is tendered to the carrier and occupies the full visible capacity of a long haul vehicle, the minimum charge for that quantity of freight loaded in or on each vehicle shall be 36,000 pounds at the Class 100 scale 10,000 lb. rate. To shipments identified as subject to commodity rather than class rates, the charge shall be calculated as 36,000 pounds at the applicable 20,000-pound rate. To those shipments subject to specific customer contracts the calculation shall be determined by the provisions of the specific contract provision for that account. The charges obtained through the provisions of this Item shall be eligible for any applicable discount in place for the customer.
- B. Each doubles trailer loaded to capacity will be subject to the minimum charges in (A) above subject to the condition that in no event is the charge determined for a doubles trailer and overflow to exceed the charge for a full vehicle as outlined in paragraph (A).
- C. When an excess over a fully loaded vehicle(s) or a doubles trailer remains which does not require the full capacity of another vehicle or doubles trailer remains, such excess will be rated as a separate shipment.
- D. The provisions of this Item will apply on exclusive use of a trailer.

### **SECTION 2 (General Provisions) - MOVEMENT VIA TWO OR MORE CARRIERS**

- A. **BILLING INSTRUCTIONS** - The originating carrier shall indicate on the freight bill or other papers accompanying the shipment that the vehicle(s) or doubles trailer were loaded to capacity. If more than one vehicle or doubles trailer is used the number of vehicles or doubles trailers are to be specified. If additional vehicles or doubles trailer containing less than a capacity load is used, the weight in that vehicle or doubles trailer is to be specified.
- B. **JOINT TRAFFIC:**
  - 1. On shipments moving via two or more carriers and subject to joint rates, the carrier shall furnish to the connecting carrier to who they deliver the shipment, a copy of the document containing the information required in Paragraph A of this section.
  - 2. The charges provided by Section 1 will be based on the vehicle(s) or doubles trailer furnished by the originating carrier. These charges will apply to the continuous through movement regardless of the vehicles or doubles trailer furnished by connecting carriers at interchange points.

### **DEFINITIONS**

- A. The terms **"LOADED TO CAPACITY"** or **"CAPACITY LOAD"** refer to the extent to which a vehicle or doubles trailer is loaded with freight, each term meaning:
  - 1. That quantity of freight which because of unusual shape or dimensions or because of necessity for segregation from other freight requires the entire capacity of a vehicle or doubles trailer, or
  - 2. That quantity of freight which, in the manner loaded so fills a vehicle or doubles trailer that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle or doubles trailer; or
  - 3. That quantity of freight that can be legally loaded in or on a vehicle or doubles trailer because of weight or size limitations of state or regulatory bodies.
- B. The term **"VEHICLE"** as used in this Item means any vehicle handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers, the combined length of the trailers or containers must not exceed 50 feet measured along the center longitudinal line of each trailer or container floor. (See Notes C and D)
- C. The term **"DOUBLES TRAILER"** as used in this Item means a trailer of 30 feet or less in length. (See Note C and D)

(Item continued on next page)

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**ITEM 185.1 CAPACITY LOADS - MINIMUM CHARGE AND EXCLUSIVE USE****ITEM 185.1 (Cont.)**

- Note A: The provisions of this Item are minimum charges and in no case may be used to reduce rates, minimum weights or total charges otherwise provided in this tariff, or in tariffs governed by this tariff.
- Note B: Except as otherwise provided, all tariffs governed by this tariff are subject to the provisions published in this Item.
- Note C: On request of the shipper, the carrier shall endeavor to furnish the largest vehicle or doubles trailer available. The shipper will have the right to refuse the vehicle or doubles trailer offered, but once loading has begun, provisions of this Item will apply.
- Note D: When carrier furnishes the request of the shipper double trailers, in tandem, to transport freight in line haul movement to be drawn by a single power unit, each trailer of the combination will be considered a separate vehicle in the application of this Item regardless of length or size.
- Note E: When two or more shipments are tendered at one time from one shipper consigned to the same consignee, the same destination and such shipments are loaded to the full capacity of the vehicle, the shipment will be considered as one shipment and subject to the provisions of this Item.

**ITEM 190 CHANGE IN TERMS OF PAYMENT OR BILL OF LADING****ITEM 190**

A shipper (issuer of original bill of lading) may request a change in bill of lading or payor of freight charges under the following conditions and subject to the sole discretion of Daylight Transport:

- A. The shipment has not delivered for the requests to change the description or weight of a shipment. Any change in weight will be allowed only upon receipt of documentation carrier deems compelling.
- B. Section 7 of the original bill of lading has not been executed.
- C. A change in collections status of paying party will not be allowed after payment has been received on the basis of the original bill of lading.
- D. The request for change in billing status must be received within 30 days from the original billing date.
- E. The requesting party and new paying party must have credit established with Daylight Transport.
- F. The requesting party must guarantee, in writing, immediate payment of freight charges should the new paying party fail to make payment as outlined in the credit guidelines of the Surface Transportation Board.
- G. Requests must be submitted in writing as corrected bill of lading or on company letterhead of the company that issued the original bill of lading.
- H. Service provided under this Item will be assessed a charge of \$30.00.

Carrier must take steps to determine if it is able to comply with customer's request.

**ITEM 200 CHECKS RETURNED FOR INSUFFICIENT FUNDS****ITEM 200**

Checks received in payment of freight charges, which are returned to carrier by the bank because of insufficient funds, will be subject to a charge of \$68.61. This charge will be in addition to other applicable charges on the transaction.

**ITEM 215 CLAIMS – CARGO LOSS & DAMAGE****ITEM 215**

DYLT will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and NMF 100 Series, Items 300100 through 300170, however, in no event shall the Carrier's liability exceed the limits provided in Item 1150.

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**ITEM 225 COLLECT ON DELIVERY (COD) SHIPMENTS****ITEM 225**

Carrier does not provide collect on delivery (COD) service.

**ITEM 250 COLLECTION OF FREIGHT CHARGES ON SHIPMENTS OTHER THAN EXPORT SHIPMENTS****ITEM 250**

(See Note)

- A. When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at time of shipment.
- B. When consignor requests carrier to bill a third party, the shipment may be prepaid or collect and payment of charges guaranteed by the consignor if the third party fails to pay such charges.

Note: Shipments subject to the provisions of this Item will not be accepted if the consignor executes Section 7 of the Bill of Lading. If shipment is inadvertently accepted, the execution of section 7 will be considered as invalid.

**ITEM 250.1 COLLECTION OF FREIGHT CHARGES ON SHIPMENTS OTHER THAN EXPORT SHIPMENTS – SHIPMENTS TERMINATING IN CANADA - PROVINCES OF ONTARIO AND QUEBEC****ITEM 250.1**

When a party other than the consignor or consignee of the bill of lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the bill of lading and shipping order at the time of original tender. (See paragraph 2 and Note C).

Shipments subject to the provision of this item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission.

Note A: Shipments subject to the provisions in this item must be billed as "Prepaid"

Note B: Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the bill of lading.

Note C: When consignor or consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment, an additional charge of \$41.99 will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the party billed for the freight charges.

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**ITEM 260****COLLECTION PENALTIES****ITEM 260**

All rates and charges, including reduced rates and charges that are less than the otherwise applicable full tariff class rates and charges through application of discounts, allowances, commodity rates or any other form of reduction, are subject to the payment rules and regulations of the Department of Transportation at 49 CFR 377.201-217 and the provisions set forth herein.

Unless the shipper and carrier agree otherwise, the credit period is 15 days. The credit period begins on the date following presentation of the freight bill. Unless otherwise agreed, the shipper has 15 days from the commencement of the credit period to pay freight charges. Carrier may, by agreement, extend the credit period up to 30 days, but no longer.

Carrier may impose a late payment penalty on any delinquent freight charges. The late payment penalty shall be equal to the highest allowable market interest rate in effect during the delinquency period. Said late payment fee shall be chargeable thirty days after the date the shipment was delivered by carrier.

If the carrier must subsequently institute legal action, or place the outstanding indebtedness in the hands of a third party or an attorney for judicial or other processes of collections in order to collect the lawful charges, the debtor will be assessed an administrative charge of \$75.48 plus a penalty equal to the charges for payment of attorney's fees and administrative costs. Should the freight bill be placed into collections as specified in this paragraph or in the event of debtor's bankruptcy, the debtor shall forfeit all Discounts, Exceptions and Commodity Rates previously given on said invoice(s) in question.

All rates, charges and other amounts named in this Tariff are stated in United States currency and are to be paid in lawful money of the United States.

**ITEM 260.1****COLLECTION PENALTIES - SHIPMENTS TERMINATING IN CANADA –  
PROVINCES OF ONTARIO AND QUEBEC****ITEM 260.1**

All shipments upon which applicable rates and/or charges have not been paid in full and are subsequently litigated or placed for collection with a collection agency, an attorney or other authorized agent, will be subject to: Full tariff class rates and/or charges without application of discounts, allowances or any other reductions. Any fees incurred due to legal actions and/ or collection agencies.

Carrier may also refuse to deliver and retain possession of other goods belonging to the debtor, which come into possession, or the carrier if at any time the shipper, consignor, consignee, or any other third party involved in the movement has failed to pay the freight charges for any other property previously transported by the carrier for such debtor

**ITEM 270****CONTRABAND PROCEDURES****ITEM 270**

Shipments containing any Contraband are strictly prohibited. Where Contraband or suspected Contraband is discovered prior to pick-up, Carrier will cancel pick-up and place shipment on do-not pick up list. If Contraband or suspected Contraband is discovered after pick-up, Carrier may confiscate the Contraband, notify appropriate law enforcement, and dispose of the Contraband consistent with the instructions of such law enforcement or as allowed under applicable law.

Carrier assumes no liability for any loss, damage or destruction to Contraband or suspected Contraband.

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**ITEM 275 CALIFORNIA COMPLIANCE SURCHARGE****ITEM 275**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$36.00 per shipment, in addition to all other applicable charges, due to higher operating costs, including but not limited to compliance with California state regulations.

**ITEM 280 CALIFORNIA CAPACITY SURCHARGE****ITEM 280**

Shipments originating from the state of California may incur additional charges subject to change at any time and without notice based upon market conditions at the time of shipment. This surcharge may be limited to certain regions and will be available for quoting purposes on the day of shipping.

**ITEM 281 PACIFIC NORTHWEST CAPACITY SURCHARGE****ITEM 281**

Shipments destined to the states of Idaho, Oregon, or Washington may incur additional charges subject to change at any time and without notice based upon market conditions at the time of shipment. This surcharge may be limited to certain regions and will be available for quoting purposes on the day of shipping.

**ITEM 285 VOLUME SURCHARGE****ITEM 285**

Shipments weighing greater than or equal to 7,500 pounds shall be rated under the customer's normal LTL pricing plus additional charges that are subject to change at any time without notice based upon market conditions at the time of shipment. This surcharge will be available for quoting purposes on the day of shipping.

NOTE 1: For the purpose of applying this rule and charge, when two or more shipments are tendered to Daylight Transport from the same place during one calendar day for delivery to one place, they will be considered one shipment.

**ITEM 300 CONVENTION / EXHIBITION PICKUP OR DELIVERY****ITEM 300**

Daylight Transport does not provide service to or from Convention or Exhibition sites.

In the event a shipment originating from or destined to a Convention or Exhibition site is inadvertently accepted, an additional charge of:

| Rate per 100 lbs. | Minimum Charge |
|-------------------|----------------|
| \$15.00           | \$300.00       |

**ITEM 350 CONTROL OF VEHICLE OR DOUBLES TRAILER AND EXCLUSIVE USE****ITEM 350**

(Exception to NMFC Item 595)

**SECTION 1 - CONTROL OF VEHICLE OR DOUBLES TRAILER**

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, and the carrier has control of the vehicle or doubles trailer with the unrestricted right to:

- A. Select the vehicle or doubles trailer for the transportation of a shipment.
- B. Transfer the shipment to another vehicle or doubles trailer.
- C. Load other freight on the same vehicle or doubles trailer.
- D. Remove locks or seals applied to the vehicle or doubles trailer.

(Item continued on next page)

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## ITEM 350

## CONTROL OF VEHICLE OR DOUBLES TRAILER AND EXCLUSIVE USE

## ITEM 350 (Cont)

### **SECTION 2 - EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER**

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

- A. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
- B. The request must be given in writing or placed on the bill of lading and shipping order.
- C. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- D. 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.
- E. In the event a lock or seal has been removed from a vehicle or doubles trailer, the carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will note the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle or doubles trailer except at the instruction of the consignor or consignee.
- F. Except as provided in paragraph 9, charges will be computed at the rates and weights applicable to shipment without reference to this Item subject to a minimum charge of class 100 for 32,000 lbs. using the 20,000 lb. rate.
- G. 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).
- H. When the request for exclusive use of vehicle or doubles trailer is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the 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 the 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.
- I. Shipments which, because of their weight, dimensions or dangerous character, require procurement of special permits for transportation over streets or highways will be transported subject to the provisions of Over-Dimension Freight, subject to a minimum charge as provided for each vehicle or doubles trailer utilized.
- J. Stop off for partial loading or partial unloading will not be permitted under provisions of this section.

### **SECTION 3 - SPECIAL EXPEDITED SERVICES**

When exclusive use, expedited services, or other special services is required as set forth in this Item, the following provisions will apply:

- A. When required, shipments will be picked up and transportation commenced at hours requested by consignor or consignee.
- B. Shipments will be expedited in an attempt to meet such delivery schedules as may be requested by consignor or consignee.
- C. When a shipment is tendered under this section, the request must be given in writing, attached and referred to, or inserted in the Bill of Lading and Shipping Order.
- D. When expedited service under this Item is requested after shipment has been received, the request must be confirmed in writing.

Note: Carriers are not obligated to provide exclusive use service under the provisions of this Item where the operation of doubles trailer, in tandem, drawn by a single power unit, is prohibited by law.

## ITEM 370

## CUSTOMS CLEARANCE FEE

## ITEM 370

When a shipment is required to be cleared through U.S. or foreign customs, including British Columbia, a fee in the amount of \$90.00 shall apply. Said fee will be billed to the payor of the freight bill.

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**ITEM 375****CUSTOMS OR IN BOND FREIGHT****ITEM 375**

- A. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed the following charge per shipment, based on actual weight or applicable minimum weight, whichever is greater. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purpose of applying the provisions of this Item:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$1.92            | \$90.00        | \$191.58       |

- B. Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the points of U.S. Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is located within the terminal area of the points of U.S. Customs clearance.
- C. Import Freight moving in Bond may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving in Bond.
- D. Shipments moving under United States Customs Bond will not be accorded stopping in transit or split delivery privileges.
- E. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
- F. Each IT Permit (Immediate Transportation Permit) issued for movement of an in Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 lbs. or more moving in Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
- G. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded to capacity and subject to the provisions of Item 185 of this tariff. On shipments cleared en route by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- H. When carrier is required to pick up shipping documents or U.S. Customs Release Forms for forwarder or broker for validation prior to pickup of a shipment, a charge of \$31.57 per shipment will apply, subject to a maximum charge of \$191.59 for each pick up of such documents or U.S. Customs Release Forms. When necessary for carrier to purchase and apply "HIGH SECURITY RED IN-BOND SEALS" for shipments moving under U.S. Customs Bonds, a charge of \$41.15 per seal will be assessed in addition to all other charges. Carrier will not be responsible for equipment or tools necessary for removal of "HIGH SECURITY RED IN-BOND SEALS".

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ITEM 375 .1

CUSTOMS OR IN BOND FREIGHT - PROVINCES OF ONTARIO AND QUEBEC

ITEM 375.1

(See Exception)

- A. Linehaul charges on shipments requiring Canadian Custom clearance at a point other than final destination (See exception) will be assessed on the basis of rates applicable from the point of origin to the point of Canadian Customs clearance and from the point of Canadian Customs Clearance to the final destination (Note A).
- B. Freight moving in bond may be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.
- C. Shipments moving under United States Customs Bond for U. S. Customs Bond for U.S. Customs Clearance at a point in the United States will be assessed the following charges (Note B) in addition to all other applicable charges.

| Type of Shipment | Rate per 100 Pounds | Minimum Charge                                                              | Maximum Charge |
|------------------|---------------------|-----------------------------------------------------------------------------|----------------|
|                  |                     | Per shipment if more than one trailer is required to transport the shipment |                |
| LTL or AQ        | \$1.36              | \$22.94                                                                     | \$166.77       |
| Volume or TL     | \$1.47              | \$24.81                                                                     | \$180.37       |

- D. Line haul charges on shipments require U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U. S Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is located within the Commercial Zone of U. S Customs clearance and is subject to the same line haul rate as the point of U. S. clearance.
- E. Freight moving in bond may not be included in the same shipment on the same bill of Lading and Shipping Order with freight not moving in bond.
- F. Shipments while moving under United States Customs Bond will not be accorded stopping in transit or split pick up or split delivery privileges.
- G. Each I.T. permit (Immediate Transportation) issued for movements of an in bond shipment will be considered as a separate shipment, and must be accompanied by on Bill of Lading and Shipping Order. The provisions of this paragraph will not apply to truckload shipments moving in between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bond Warehouse.
- H. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by, competent authority, will be rated as a truckload shipment. On shipments cleared en route by U. S. Customer, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- I. Shipments moving from the United States under a T I R Carnet issued by the originating carrier are subject to a charge of \$101.17, which will be in addition to all other lawfully applicable rates, and charges (including the in bond charges herein applicable.)
- J. When necessary for carriers to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of \$36.90 per seal will be assessed. Carrier will not be responsible for equipment or tolls necessary for removal of High Security Red In-Bond Seals.

Exception: Shipments which clear Canada Customs at ports of entry located on the U.S. Canada boundary line or adjacent thereto or shipments which clear Canadian Customs in Montreal, PQ, or Toronto, ON

Note A: Not applicable when the final destination is located within the Commercial Zone of the point of Canada Customs clearance.

Example: Final destination - Mississauga, Ontario, clearing customs in Toronto. Mississauga/Toronto will be considered the same commercial zone for the purpose of this Item.

Note B: On shipments of alcoholic liquors, the charges in paragraph C will not apply when shipment is consigned to a U. S. Customs Bonded Warehouse and Carrier is not requested to clear shipment through U. S. Customs. The following certification must be shown on the Bill of Lading:

"This is to certify that carrier is not required to clear shipment through U. S. Customs while in his possession."

(Signature of Authorized Shipper Personnel)

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# Local and Joint Rules Tariff DYLT 110-AF

**ITEM 385****DELIVERY AND PICKUP POINTS ON OR TO ISLANDS (FERRY SERVICE AND BRIDGE TOLLS)****ITEM 385**

When it is necessary for carrier to pay for service to any location that would require payment of tolls such as bridges, tunnels, and ferries, the carrier shall bill such fees as additional charges to the payor of the freight charges.

**ITEM 420****CLASS 0 COMMODITIES – CLASSIFICATION OF****ITEM 420**

A. All commodities as described in the NMF 100 Series as having a Class 0 application will be rated:

1. At Class 300 if the shipment does not have an actual value provided for on the Bill of Lading or the actual value provided is greater than \$1.25 per pound. Upon submission of satisfactory proof (e.g. invoice documents or specific packing lists with pricing, etc.) that the actual value of the shipment does not exceed \$1.25 per pound, the charges will be adjusted accordingly based on the density/class of the shipment shown below. If a correction to the Bill of Lading is requested pursuant to the provisions herein, the shipment will be subject to the charge as provided in Item 2550 herein.
2. Based on the Density table below if the shipment is tendered with an actual value not exceeding 1.25 per pound:

| Density in pounds per cubic foot: | Class: |
|-----------------------------------|--------|
| Less than 1                       | 400    |
| 1 but less than 2                 | 300    |
| 2 but less than 4                 | 250    |
| 4 but less than 6                 | 175    |
| 6 but less than 8                 | 125    |
| 8 but less than 10                | 100    |
| 10 but less than 12               | 92.5   |
| 12 but less than 15               | 85     |
| 15 but less than 22.5             | 70     |
| 22.5 but less than 30             | 65     |
| 30 or greater                     | 60     |

B. The cubage of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, Item 110, Section 8(a) and (b), except a minimum vertical dimension of 96 inches shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:

1. The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc.).
2. Packaging or lack of packaging used.
3. Palletized in a "pyramid", "rounded off", or "topped off" fashion.
4. Specific instructions by the shipper or by notation on the bill of lading.
5. Packaged units bearing instructions that the freight is not to be top loaded or double stacked.

C. The cubage of loose articles or pieces, or packaged articles of a rectangular, elliptical or square shape on one plane shall be determined by multiplying the greatest straight line dimensions of length, width and depth in inches, including all projections, and dividing the total by 1,728 cubic inches (one cubic foot).

D. To determine the cubic feet of a cylindrical-shaped article or any article other than a square, elliptical or rectangular-shaped article in a single plane, square the greatest dimension (in inches) of the cylindrical or other than square, elliptical or rectangular plane (multiply the dimension by itself) and multiply that result by the height or length, then divide by 1728 cubic inches (one cubic foot).

E. When articles are unitized on lift truck pallets, platforms, racks or skids, the pallet, platform, rack or skid constitutes the shipping package, or part thereof, and must be included in the computation of density.

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**ITEM 500****DELIVERY SERVICE – RESIDENTIAL****ITEM 500****SECTION 1 - GENERAL APPLICATION**

- A. The provisions of this item apply on delivery to residential locations, including the entire premise on which a dwelling is located, including but not limited to:
1. Private Residences
  2. Apartments and dormitories
  3. Rectories and parsonages
- B. Charges in this Item cover only the loading or unloading of the shipment to or from an area immediately adjacent to the rear of the Carrier's vehicle. Carrier will not provide movement of the shipment beyond that area immediately adjacent to the rear of the Carrier's vehicle, otherwise known as Inside Delivery service.

**SECTION 2 - BILL OF LADING**

On shipments requiring residential delivery, shipper shall so state on shipping order or Bill of Lading and should also state name and telephone number and full address of the party to contact to arrange for delivery. Omission by the Shipper to include the information noted above or the Shipper's omission of not marking the Bill of Lading that residential delivery is required will not relieve the party responsible, as dictated under the freight payment terms of the Bill of Lading, of payment of the residential delivery service charges as outlined in this item.

**SECTION 3 - ARRIVAL NOTICE**

Before tender of delivery is initially attempted, carrier will provide notice of arrival by telephone, U.S. mail, email or other electronic means, and reach a mutual arrangement for delivery as provided in Section (4).

The fee collected herein will include initial notification to arrange delivery at the private residence. Any additional notifications will be charged at the applicable notification charges and assessed to the party requiring the additional notice.

**SECTION 4 - ARRANGEMENTS FOR DELIVERY**

The carrier's arrival notice shall ask consignee for a satisfactory delivery date and shall advise the consignee of the following:

- A. That shipment is immediately available for pickup at carrier's service center if desired.
- B. The carrier's next delivery schedule for the delivery area involved.
- C. The delivery requirements of the shipment, including:
1. The shipment weight, its packaging and freight payment requirements.
  2. Extra charges applicable if Lift Gate service is required in order to make delivery and if service is available and performed (Item 1100 - LIFT GATE (HYDRAULIC) SERVICE).
  3. Any such information that might assist advanced planning on the part of consignee and facilitates delivery.
- D. If any piece or package of a shipment is greater than 50 pounds or the shipment contains any handling units typically moved with a lift or pallet jack, Lift gate service will be required and charges will be assessed per – LIFT GATE (HYDRAULIC) SERVICE.

**SECTION 5 - CHARGES**

Shipments consigned to residential locations as defined in Section (1) above will be subject to the following additional charges:

Shipments tendered for delivery to a residential location, by the carrier in accordance with Section (4) (C) above will be assessed the following charge per shipment.

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.50            | \$75.00        | \$400.00       |

**SECTION 6 - RENOTIFICATION, REDELIVERY**

When the carrier complies with the provisions of Sections (3) and (4) herein, and, through the fault of the consignee is unable to tender delivery as scheduled, a charge for the re-notification of \$10.00 per shipment will be assessed in addition to the applicable charges for undelivered freight and redelivery as provided in Item 150 (ARRIVAL NOTICE AND UNDELIVERED FREIGHT) and Item 2000 (REDELIVERY) of this Tariff.

Note 1 The provisions of this Item apply on both single-line and joint-line traffic.

**ITEM 505****PICKUP SERVICE - RESIDENTIAL****ITEM 505**

Carrier does not provide pickup service from residential locations. In the event a shipment originating from a residential location is inadvertently picked up, the following additional charge per shipment will apply:

| Rate per 100 lbs. | Minimum Charge |
|-------------------|----------------|
| \$15.00           | \$150.00       |

Carrier's maximum carrier cargo liability will be limited to \$0.10 per pound or a maximum of \$500 per occurrence; whichever is less based of the weight of the lost or damaged article.

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**ITEM 595      MAXIMUM CHARGES****ITEM 595**

Except as otherwise provided, in no case shall the charge for any shipment from and to the same points via the same route of movement, be greater than the charge for a greater quantity of the same commodity, subject to the same packaging provisions, at the rate and weight applicable to such greater quantity of freight.

**ITEM 600      DETENTION - VEHICLES WITH POWER UNITS****ITEM 600**

This Item applies when carrier's vehicles with power units are delayed or detained either on the premises of consignor or consignee or as close thereto as conditions will permit, subject to the following provisions:

**SECTION 1- GENERAL PROVISIONS:**

- A. When carrier's employee assists in loading, unloading or check the freight, this Item will apply whether or not the power unit is actually detained.
- B. When the shipper or consignee require the driver to sort or segregate pieces of shipments, the carrier shall charge a fee as provided in Item 2350.
- C. The charges provided in this item in addition to all other lawfully applicable charges will be assessed against payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.
- D. Nothing in this Item shall require a carrier to pick up or deliver freight at hours other than such carrier's normal business hours.
- E. 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.
- F. Freight remaining undelivered after the accrual of any detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 2500. If the freight is later tendered for delivery, the charge for redelivery in Item 2000 will apply. In such event detention charges as provided in Section 5 of this Item will immediately become applicable.
- G. When, through no fault of the carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
  - 1. Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 (C) will apply.
  - 2. Consignor 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 2500. When the vehicle is returned to consignor's 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 2000.

**SECTION 2 - DEFINITIONS**

**"LOADING"** includes the furnishing the carrier with the Bill of Lading or forwarding directions or documents necessary for forwarding of the shipment.

**"UNLOADING"** includes:

- A. Surrender to the carrier the Bill of Lading on shipments billed "to order".
- B. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- C. Notification to the carrier that vehicle is unloaded.
- D. Signing the delivery receipt when delivering carrier's agent is present at unloading.

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# Local and Joint Rules Tariff DYLT 110-AF

ITEM 600

DETENTION - VEHICLES WITH POWER UNITS

ITEM 600 (Cont.)

## **SECTION 3 - COMPUTATION OF TIME**

- A. Except as provided in Paragraphs (C) and (D), computation of time shall begin upon notification by the driver to the responsible representative of the consignor 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.
- B. 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:
1. 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 consignor or consignee that he is ready to resume loading or unloading.
  2. When loading or unloading is interrupted for a normal meal period, mealtime not to exceed one hour will be excluded from computation of time.
- C. When carrier is permitted to work before or after the normal business day, such working time shall also be included.
- D. When consignor tenders or consignee receives more than one shipment at one time, the combined weight will be used to determine free time.
- E. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.

## **SECTION 4 - FREE TIME**

- A. Except as provided in Paragraph (B), Consignor or consignee will be allowed the following free time, for the purposes of loading or unloading. Computation of free time shall be based on calculated weight in pounds per vehicle stop, and shall be computed as follows:

| Actual Weight In Pounds | Free Time in Minutes |
|-------------------------|----------------------|
| 0 - 999                 | 15                   |
| 1,000 - 4,999           | 30                   |
| 5,000 - 7,499           | 45                   |
| 7,500 - 9,999           | 60                   |
| 10,000 & Over           | 90                   |

- B. Pickups or deliveries at Container Freight Stations/Warehouses (CFS) will be allowed the following free time, for the purposes of loading or unloading. Computation of free time shall be based on calculated weight in pounds per vehicle stop, and shall be computed as follows:

| Actual Weight In Pounds | Free Time in Minutes |
|-------------------------|----------------------|
| 0 - 999                 | 60                   |
| 1,000 - 4,999           | 75                   |
| 5,000 - 7,499           | 90                   |
| 7,500 - 9,999           | 105                  |
| 10,000 & Over           | 120                  |

- C. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$35.00 subject to a minimum of \$50.00 per shipment.
- C. **Deliveries:** In the case of multiple shipments being delivered to one consignee, each bill to party will be billed based on the fraction of total weight they are shipping.  
(e.g. % of total weight X number of 15 minute periods over free time allowance X \$35.00. The resulting Detention charge shall be billed proportionally by weight and subject to a minimum charge of \$15.00 per shipment.)
- D. **Pickups:** In the case of multiple shipments being picked up at one shipper, each bill to party will be billed based on the fraction of total weight they are shipping.  
(e.g. % of total weight X number of 15 minute periods over free time allowance X \$35.00. The resulting Detention charge shall be billed proportionally by weight and will not be subject to a minimum charge.)

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**ITEM 600.1****DETENTION - VEHICLES WITH POWER UNITS - DELIVERIES TO CANADA –  
PROVINCES OF ONTARIO AND QUEBEC****ITEM 600.1**

When due to no fault or negligence on the part of the carrier, when the loading or unloading of freight is delayed, the following provisions will apply:

Computation of the time shall commence from the time of arrival of the carrier's vehicle and the presentation to the responsible party that the carrier is available to unload, and shall cease upon a signature being given to the carrier upon completion of delivery or pick up service.

Pre-arranged Schedules - If carrier arrives earlier than the scheduled time, included time shall begin from the scheduled time unless unloading commences sooner, in which case time shall run from commencement of service.

| Shipments subject to LTL rates | Palletized  | Not Palletized |
|--------------------------------|-------------|----------------|
| 2,000 lbs or less              | 20 minutes  | 30 minutes     |
| 2,001 - 5,000 lbs.             | 30 minutes  | 45 minutes     |
| 5,001 - 10,000 lbs.            | 45 minutes  | 60 minutes     |
| 10,001 - 20,000 lbs.           | 60 minutes  | 90 minutes     |
| Shipments subject to T/L rates | 120 minutes | 240 minutes    |

In case of Stop Off shipments, free time shall be on half of that otherwise applicable.

|          |         |                                               |
|----------|---------|-----------------------------------------------|
| Charges: | LTL     | \$10.53 per 15 minutes<br>or fraction thereof |
|          | Minimum | \$42.12 per shipment                          |

All charges are in addition to applicable freight charges.

The charges in this item will be assessed against the party requesting or requiring this service and are in addition to all other applicable charges. If the party requesting the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.

**ITEM 600.2****DETENTION OF LOADED OR PARTIALLY LOADED VEHICLES WAITING FOR  
UNITED STATES OR CANADIAN CUSTOMS CLEARANCE AT THE BORDER –  
PROVINCES OF ONTARIO AND QUEBEC****ITEM 600.2**

When through no fault of the carrier, loaded or partially loaded vehicles are detained at the United States or Canadian customs offices, for the purposes of clearing customs, and are further held due to import/export quotas requirements, charges after the expiration of free time (see item 600.1) will be assessed as follows:

A. Shipments not requiring protective service

- |                                                                       |         |
|-----------------------------------------------------------------------|---------|
| 1. For each 15 minutes or fraction thereof Monday through Friday      | \$15.80 |
| 2. For each 15 minutes or fraction thereof Saturday, Sunday & holiday | \$31.59 |

B. Shipments requiring heated service

- |                                                                       |         |
|-----------------------------------------------------------------------|---------|
| 1. For each 15 minutes or fraction thereof Monday through Friday      | \$16.85 |
| 2. For each 15 minutes or fraction thereof Saturday, Sunday & holiday | \$32.64 |

C. Shipments require refrigerated service

- |                                                                       |         |
|-----------------------------------------------------------------------|---------|
| 1. For each 15 minutes or fraction thereof Monday through Friday      | \$18.43 |
| 2. For each 15 minutes or fraction thereof Saturday, Sunday & holiday | \$34.22 |

D. The charges in this item will be assessed against the party requesting or requiring this service and are in addition to all other applicable charges. If the party requesting the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.



# Local and Joint Rules Tariff DYLT 110-AF

**ITEM 700**

**DIVERSION - MOTOR TO AIR TRANSPORTATION**

**ITEM 700**

(See Note A)

When instructions are received to divert a shipment at any point from motor to air transportation and when such instructions do not include a change in the destination of the shipment, the following provisions apply:

- A. The shipment will be charged for on the basis of the combination of rates or charges applicable from origin point to the diversion point and the air transportation charges from the diversion point to the destination point.
- B. A charge of \$41.15 per hour per person, subject to a minimum charge of \$68.61 will be made for all time and persons required in unloading and reloading the line-haul vehicle to accomplish such diversion.
- C. A charge of \$23.51 per 100 pounds, subject to a minimum charge of \$68.61 will be made for delivery service to the air transportation terminal.

Note A: Carrier is under no obligation to stop a trailer in transit for diversion purposes if such delay will negatively affect the service time for other shipments traveling in the same trailer.

**ITEM 750**

**EQUIPMENT**

**ITEM 750**

(Exception to NMFC 520)

## **SECTION 1**

A carrier's obligation to accept articles for shipment shall be subject to the suitability of his equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.

## **SECTION 2**

Carriers are not obligated to receive freight liable to impregnate 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.

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ITEM 800

EXTENSION OF CREDIT AND COLLECTION OF CHARGES

ITEM 800

## **SECTION 1 - COLLECTION OF CHARGES WHERE CREDIT HAS NOT BEEN EXTENDED.**

- A. Credit for payment of freight charges is to be extended solely at the discretion of the carrier. Parties tendering shipments to carrier without established credit with carrier will be notified verbally at the time of such tender that such shipments must move on a freight collect basis, and shipments tendered to carrier with prepaid or third party terms will not be accepted when the paying party does not have established credit with the carrier. Should such party elect to use the services of carrier after such notice, or in the event such shipments are inadvertently accepted by carrier or its assigns, carrier reserves the exclusive right to convert the payment terms to freight collect regardless of the instructions on said bill of lading, and consignor will be deemed to have been constructively notified of carrier's credit practice with regard to this type of transaction. It is expressly agreed that consignor has elected to use the services of carrier with full knowledge and acceptance of these terms.
- B. Charges accruing under the provisions of this tariff are due and payable and shall be collected by the carrier at the time such shipment is tendered for delivery, or in the case of accessorial service charges such as storage, marking or COD collection fees, at the time such service is requested or possession of the shipment involved, or any part thereof, is relinquished by the carrier, except where credit has been extended by the carrier to the shipper, consignee, or other party entitled to pay charges under the provision of this item.

## **SECTION 2 - EXTENSION OF CREDIT**

- A. Carrier may extend credit to shipper. Upon taking precautions deemed by them to be sufficient to ensure payment of the tariff charges within the credit period herein specified, carrier may relinquish possession of freight in advance of the payment of the tariff charges thereon and may extend credit in the amount of such charges to those who undertake to pay them, such persons herein being called shippers, for a period of fifteen (15) days, excluding Saturdays, Sundays and legal holidays. When the freight bill covering shipment is presented to the shipper on or before the date of delivery, the credit period shall run from the first 12 o'clock midnight following delivery of the freight. When the freight bill is not presented to the shipper on or before the date of delivery, the credit period shall run from the first 12 o'clock midnight following the presentation of the freight bill.
- B. Credit for additional charges after freight relinquished. When carrier has relinquished possession of freight and collected the amount of tariff charges represented in a freight bill presented by it as the total amount of such charge, and another freight bill for additional charge is thereafter presented to the shipper, the carrier may extend credit in the amount of such additional charge for a period of thirty (30) calendar days, to be computed from the first 12 o'clock midnight following the presentation of the subsequently presented freight bill.
- C. Period of credit following delivery of freight. Freight bills for all transportation charges shall be presented to the shippers within seven (7) calendar days from the first 12 o'clock midnight following delivery of the freight unless other specific arrangements have been agreed to between carrier and debtor.
- D. Freight bills may be presented by mail. Shippers may elect to have their freight bills presented by means of the United States mail and when the mail service is so used, the time of mailing by the carrier shall be deemed to be the time of presentation of the bills. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
- E. If desired, payment of invoice may be made by credit card (Visa or MasterCard only).
- F. Payment by check. The mailing by the shipper of valid checks, which are satisfactory to the carrier, in payment of freight charges within the credit period allowed such shipper, may be deemed to be the collection of the tariff charges within the credit period for the purposes of the rules in this part. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
- G. The provisions of this Item shall not be construed to prohibit the extension of credit in connection with rates and charges on freight transported for the Government of the United States, for any department, bureau or agency thereof, or for any state or territory or political subdivision thereof, or for the District of Columbia.
- H. When incurred, legal fees, court costs, collection agency fees and other related expenses will be added to the charges due the carrier and any applicable Discounts, Exceptions and Commodity Rates shall be forfeited making the full tariff rate due.

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# Local and Joint Rules Tariff DYLT 110-AF

## ITEM 850 EXTRA LABOR

## ITEM 850

A. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge per person (excluding driver), shall be as provided for in Note (D). This charge will be in addition to all other charges and will be assessed against the consignor (Note A) if the extra labor is used for loading, and against the consignee (Notes B and C) if the labor is used for unloading. Extra labor will not be furnished unless requested by the consignor or consignee.

B. Carrier's record must be maintained and kept available at all times and must show each vehicle containing shipments on which extra labor is used:

1. Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
2. Identification of vehicle tendered for loading or unloading.
3. Number of extra people used and the number of hours or days each person was used.

C. The provisions of this Item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Note A Consignor, as used in this Item, means the party from whom the carrier received the shipment or any part thereof, for transportation at point of origin or any stop off point, whether they be the original consignor or warehouse person, or a connecting air, motor, rail or water carrier with whom the carrier does maintain joint through rates, or other person to whom the Bill of Lading is issued.

Note B Consignee, as used in this Item, means the party to whom the carrier is required, (by the bill of lading or other instructions), to deliver the shipment, or any part thereof, at destination or any stop-off points, whether they are the ultimate consignee or warehouse person, or a connecting air, motor, rail or water carrier with whom the carrier does maintain joint through rates, or other person designated on the Bill of Lading.

Note C Charges for extra labor for unloading may be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading.

Note D The extra labor services charges are as follows:

| NORMAL BUSINESS HOURS                          |                              | AFTER NORMAL BUSINESS HOURS                    |                              | SAT / SUN                                   |                              | LEGAL HOLIDAYS                              |                              |
|------------------------------------------------|------------------------------|------------------------------------------------|------------------------------|---------------------------------------------|------------------------------|---------------------------------------------|------------------------------|
| M-F 8:00 AM-5:00 PM<br>(Except Legal Holidays) |                              | M-F 5:00 PM-8:00 AM<br>(Except Legal Holidays) |                              |                                             |                              |                                             |                              |
| Per man per hour<br>or fraction<br>thereof:    | Minimum<br>Charge<br>per man | Per man per hour<br>or fraction<br>thereof:    | Minimum<br>Charge<br>per man | Per man per hour<br>or fraction<br>thereof: | Minimum<br>Charge<br>per man | Per man per hour<br>or fraction<br>thereof: | Minimum<br>Charge<br>per man |
| \$70.00                                        | \$150.00                     | \$100.00                                       | \$200.00                     | \$100.00                                    | \$300.00                     | MUST CALL                                   | MUST CALL                    |

## ITEM 850.1 EXTRA LABOR - SHIPMENTS ORIGINATING OR TERMINATING IN CANADA – PROVINCES OF ONTARIO AND QUEBEC

## ITEM 850.1

When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used the charge therefore will be:

- First 3 hours or less: \$189.54 per man
- For each hour or fraction thereof in excess of 3 hours but not over 8 hours: \$36.86 per hour / per man
- For each hour or fraction thereof over 8 hours: \$55.28 per hour / per man

All charges are in addition to applicable freight charges.

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# Local and Joint Rules Tariff DYLT 110-AF

**ITEM 875****FUEL SURCHARGE****ITEM 875**

See Tariff DYLT 875 Series

**ITEM 900****INSIDE PICKUP OR DELIVERY / HANDLING FREIGHT AT POSITIONS  
NOT IMMEDIATELY ADJACENT TO VEHICLE****ITEM 900**

When necessary to complete delivery or when previously authorized by the payor of the freight charges, and Carrier's operating conditions permit, Carrier may move shipments or portions of shipments from or to positions beyond the loading or unloading area immediately adjacent to the Carrier's vehicle (aka: Inside Pickup/Inside Delivery) shall be subject to the following provisions

Pickup or Delivery service provided to or from floors above or below the level accessible to carrier's vehicle is considered Inside Pickup/Inside Delivery service. Such service will be provided only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.

- A. Services described herein shall be performed only when carrier's operating conditions permit.
- B. Service provided under this Item will be assessed the following charge per shipment, per vehicle. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the charges will apply to each stop separately wherever the service is performed.

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.50            | \$75.00        | \$400.00       |

- C. The charges provided in this item in addition to all other lawfully applicable charges will be assessed against payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

**ITEM 925****HAZARDOUS MATERIALS****ITEM 925**

Tariffs published for carrier are not applicable on shipments of hazardous materials, regulated materials, hazardous wastes, hazardous substances for disposal and radioactive water material.

**ITEM 950****HEAVY OR BULKY ARTICLES, LOADING OR UNLOADING****ITEM 950**

(Exception to NMFC Item 568)

The provisions of NMFC, Item 568 will apply, except as follows:

Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks and tackle for the loading or unloading of heavy articles and persons to operate such special equipment and assume responsibility for safe loading and unloading.

**ITEM 975****HOLD BEFORE TENDER****ITEM 975**

Hold before tender is a shipment whose delivery is delayed at the request of the consignor, consignee, or owner of the goods. Requests for hold must be made in writing and carrier must be satisfied that the party making the request has the authority to do so. A request for hold is subject to the following charge and conditions:

Charge: \$5.00 per 100 pounds or fraction thereof per day subject to a minimum charge of \$50.00 per day, not including the day of delivery.

Conditions: Carrier will make a diligent effort to execute a request for hold but will not be responsible if such service is not affected. Carrier's liability will be that of a warehouseman. Carrier reserves the right to place the freight in a public warehouse. Only entire shipments, not portions of shipments, may be held.

**ITEM 1000****IMPRACTICABLE OPERATIONS****ITEM 1000**

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impractical 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, legal authority, the existence of violence, or any disturbances that tend to create a reasonable apprehension of danger to persons or property.

**ITEM 1050****INSPECTION OF PROPERTY****ITEM 1050**

When carrier's agent believes it is necessary that the contents of packages be inspected, including when assessed freight charges are being disputed, the agent shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description.

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## ITEM 1075 INSPECTION OF PROPERTY – RECLASSIFICATION

ITEM 1075

If upon inspection of a commodity that is designated as having a density dependent rating by the NMFC, and the calculations determine that the actual density falls into the last one-tenth (0.10) pound per cubic foot of any density range, the shipment is to be rated at the next lowest classification provided in the NMFC.

## ITEM 1100 LIFT GATE (HYDRAULIC) SERVICE

ITEM 1100

Shipments requiring the use of vehicles equipped with Lift Gates (Hydraulic) to accomplish pickup or delivery will be subject to the following provisions:

1. Service will only be provided at locations where the Carrier maintains and makes available vehicles equipped with lift gates.
2. Extra charges applicable under Section (5) including extra charges applicable when consignee requests delivery at positions not immediately adjacent to vehicle (Item 900 - HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE).
3. When service cannot be provided due to excessive weight (2000 lbs. or more per handling unit) or dimensions (base handling units exceeding 48"L x 60"W), Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage at the delivering service center and the reason therefore. The Consignor will be allowed 48 hours of free time to make other delivery arrangements. After expiration of free time, the shipments will be subject to storage charges as provided in Item 2500.
4. The charges specified below will apply for either lift gate pickup or lift gate delivery.

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.50            | \$75.00        | \$300.00       |

5. The charges provided in this item in addition to all other lawfully applicable charges will be assessed against payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. Notations on bills of lading attempting to exempt parties from accessorial or additional charges or requests for notification approval will not be recognized when the service is required to complete pickup or delivery of the shipment.

## ITEM 1150 LIMITATION OF CARRIER'S LIABILITY: CARGO LOSS OR DAMAGE

ITEM 1150

### SECTION 1: GENERAL LIABILITY

#### A. LIMITATION OF CARRIER'S LIABILITY – DOMESTIC INTERSTATE/INTRASTATE AND CANADA

1. Unless otherwise provided, articles with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding Class in Column A, will be considered to be of extraordinary value. Articles of extraordinary value inadvertently accepted for transportation will be considered to be released at the value per pound shown in Column B, subject to a maximum of \$100,000.00 per occurrence. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC 100 Series, or at an FAK or Exception Class, if applicable, and will apply to the weight of the lost or damaged articles. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A as follows:

| Column A | Column B                |
|----------|-------------------------|
| Class    | Maximum Value per Pound |
| 50-500   | \$5.00                  |

2. On shipments handled by Daylight in connection with another mode of transportation (either Air; Water or Rail), Daylight's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example: If the other carrier's maximum liability is \$50.00 per shipment, then Daylight's maximum liability will be \$50.00 for the shipment.
3. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
4. Liability for loss, damage or destruction to any shipment or part thereof in connection with Spot Quote or Volume Quote pricing shall be limited to the lowest of the following:
  - a) Actual invoice cost of the shipment.
  - b) Applicable limit of liability provided in the NMFC.
  - c) \$1.00 per pound per package, subject to a maximum of \$10,000 per shipment.
5. Liability for loss, damage, or destruction to any shipment of Furniture as described in Items 79000 through 83649 of the NMFC shall be limited to a maximum of \$2.00 per pound per distribution package.
6. Liability for loss, damage, or destruction to any shipment containing articles set forth in ITEM 1155 Prohibited and Restricted Articles shall be limited to \$0.10 per pound or a maximum of \$1000.00 per shipment.

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ITEM 1150

LIMITATION OF CARRIER'S LIABILITY: CARGO LOSS OR DAMAGE

ITEM 1150 (Cont.)

## B. LIMITATION OF CARRIER'S LIABILITY AND CLASSIFICATION OF COMMODITIES OR ARTICLES OTHER THAN NEW

- 1 Except as otherwise provided, commodities or articles which are in any way other than new (including but not limited to, commodities or articles which are used, reconditioned, refurbished, or rebuilt); commodities or articles shipped as part of an Interplant move (see NOTE); commodities or articles purchased through Internet auctions, whether listed on the Bill of Lading as such or not, will be accepted for transportation subject to a maximum Carrier liability of \$0.50 per pound for the article(s) lost, damaged or destroyed.

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

- 2 Failure of shipper or consignor to declare a commodity or article as other than new (including, but not limited to, failure to declare the commodity or article to be used, reconditioned, refurbished, or rebuilt) and/or failure to declare a commodity or articles shipped as being part of an interplant move shall not alter the application of this item. Commodities or articles purchased through Internet auctions will be deemed to be used unless claimant can prove otherwise.
- 3 Shipments of commodities or articles which are in any way other than new, as described in B.1., shall be rated as shown below and the class shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customer's pricing.

| When the density of the shipment (in pounds per cubic foot) is: | The shipment shall be rated at Class: |
|-----------------------------------------------------------------|---------------------------------------|
| Less than 1                                                     | 300                                   |
| 1 but less than 2                                               | 250                                   |
| 2 but less than 4                                               | 175                                   |
| 4 but less than 6                                               | 125                                   |
| 6 but less than 8                                               | 100                                   |
| 8 but less than 10                                              | 92.5                                  |
| 10 but less than 12                                             | 85                                    |
| 12 but less than 15                                             | 70                                    |
| 15 or greater                                                   | 65                                    |

- 4 Excess Coverage may be requested on shipments of commodities or articles which are in any way other than new at the rate shown in Paragraph 9) A. of Item 1160.

## C. CARRIER LIABILITY EXEMPTION

Carrier is fully exempt from any liability in cases where cargo loss or damage is caused by the acts of local, state, or federal governments, extreme weather conditions, or any other Acts of God.

## D. VALUATION - AIRFREIGHT

Movement of property as part of a continuous movement, which has been or will be transported by an air carrier or a foreign carrier, is subject to a maximum liability of \$.50 per pound per piece.

## E. NO VALUE STATED ON ORIGINAL BILL OF LADING

See Item 1250 for carrier's limit of liability on shipments of commodities subject to released value or actual value provisions in the NMFC.

## F. EXCESS COVERAGE

Provisions for "EXCESS COVERAGE" are found under Item 1160 of this tariff.

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## ITEM 1150 LIMITATION OF CARRIER'S LIABILITY: CARGO LOSS OR DAMAGE

ITEM 1150 (Cont.)

### SECTION 2: MEXICO

#### A. LIMITATION OF CARRIER'S LIABILITY – SHIPMENTS TO/FROM MEXICO

- 1 Liability for loss, damage or destruction to any shipment (except as noted in item 3 below) while within the borders of Mexico or at a border gateway shall be limited to the lowest of the following:
  - a) Actual Cost of the invoice
  - b) \$0.10 per pound per package, subject to a maximum total liability of \$500.00 per shipment
- 2 In the event the point of loss or damage cannot be determined, liability shall be limited to \$0.10 per pound per package, subject to a maximum total liability of \$500.00 per shipment
- 3 Concealed Damage claims will be limited to a maximum of \$50.00 per shipment.

## ITEM 1155 PROHIBITED OR RESTRICTED ARTICLES

ITEM 1155

Unless otherwise provided the following articles will not be accepted for transportation:

CARBON BLACK  
MONEY OR NOTES  
DEEDS  
SECURITIES, STAMPS, STOCK CERTIFICATES, LETTERS/DRAFTS, OR OTHER VALUABLE PAPERS  
PRECIOUS STONES, CUT OR UNCUT, MARBLE FIGURES  
SHIPMENTS WHICH CONTAIN ARTICLES PROHIBITED BY LAW  
PCS's (POLYCHLORINATED BIPHENYLS)  
NON-HAZARDOUS AND/OR SPECIAL WASTE  
NITROCELLULOSE  
JEWELRY, OTHER THAN COSTUME OR NOVELTY  
MUSEUM ARTICLES OR ARTICLES OF ANTIQUITY  
PLATINUM, GOLD, SILVER, AND OTHER PRECIOUS METALS  
FIREARMS (ASSEMBLED ONLY)  
CARDBOARD/FIBERBOARD TOTES WITH PLASTIC BLADDERS (FOR TRANSPORTING LIQUIDS ONLY)  
CREDIT CARDS  
BULLION  
HIDES, GREEN OR WET  
STANDARDIZED TEST RESULTS  
SHELLFISH, OR FISH (OTHER THAN SMOKED OR CANNED)  
FLORA AND FAUNA  
FURS  
TOBACCO OTHER THAN UNPROCESSED  
COMMODITIES REQUIRING PROTECTION BY HEAT OR REFRIGERATION, IN LTL LOTS  
DOT REGULATED HAZARDOUS MATERIALS  
CARPET / CLOTH ON ROLLS OVER 6 FT IN LENGTH  
LARGE, COMMERCIAL ROOFTOP AIR CONDITIONERS  
PIANOS  
SHEETS OR SLABS OF MARBLE, GRANITE, TILE OR MANUFACTURED STONE EXCEEDING 96"  
SHEETS OR SLABS OF MARBLE, GRANITE, TILE OR MANUFACTURED STONE ON A-FRAMES  
BLANKET WRAPPED HOUSEHOLD GOODS  
BILLIARD / POOL TABLES  
ALCOHOLIC BEVERAGES  
CANNABIS AND CANNABIS DERIVATIVES (Cannabis/Hemp products that contain Tetrahydrocannabinols (THC) or CBD)  
LIGHT POLES

In the event one of these prohibited or restricted articles is inadvertently picked up, Carrier's maximum carrier cargo liability shall be limited to \$0.10 per pound or a maximum of \$1000.00 per occurrence, whichever is less based on the weight of the lost or damaged article. All values are in U.S. Dollars unless otherwise noted.

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**ITEM 1160****EXCESS COVERAGE****ITEM 1160**

- 1) Shipper may request carrier liability coverage in excess of the limit of liability provided in Item 1150 by indicating in writing in the **"SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES"** sections on the bill of lading at time of shipment the total dollar amount of excess coverage requested. Example: Shipper requesting \$50,000 additional excess coverage would enter the following in the **"SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES"** sections on the original bill of lading at time of shipment:

**"\$50,000 EXCESS LIABILITY COVERAGE REQUESTED"**

-or-

**"EXCESS LIABILITY COVERAGE REQUESTED: \$50,000."**

- 2) Failure to make a request for excess value in the **"SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES"** sections on the original bill of lading at time of shipment as shown above will relieve carrier of any additional liability beyond the lowest liability provided in item 1150.
- 3) A declaration of value without an excess value notation in the **"SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES"** sections on the original bill of lading at time of shipment as shown above will not increase carrier's liability and charges for excess value will not be applied. Furthermore, carrier's liability in the event of loss or damage will be limited to actual loss incurred by shipper, regardless of declaration, if explicit instruction and notation are not provided.
- 4) Excess coverage will be applied on a per pound per package basis.
- 5) In no case will the carrier's liability under the excess value provision exceed \$100,000.
- 6) Carrier liability shall not exceed actual value of the article(s) lost or damaged in transit.
- 7) The charge for this coverage is payable by the party responsible for payment of the otherwise applicable freight charges.
- 8) The charge for Excess value shall be:
- A. \$3.00 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$150.00 per shipment on shipments of commodities or articles which are in any way other than new as described in paragraph B. 1. of Item 1150.
  - B. \$3.00 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$150.00 per shipment on shipments of Furniture or Furniture Parts as described in Items 79000 - 83650 of the NMFC.
  - C. \$1.50 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$40.00 per shipment on shipments of all other commodities except as noted below.
- 9) The following are not eligible for Excess Coverage:
- A. Commodities described in the NMFC or ITEM 1155 as Prohibited or Restricted Articles
  - B. Commodities subject to Released Value provisions in the NMFC
  - C. Commodities subject to Actual Value provisions in the NMFC
  - D. Shipments originating from or destined to Mexico
  - E. Shipments handled by Daylight in connection with another mode of transportation (either Air; Water or Rail)
  - F. Overlength Articles as described in **ITEM 1485 OVERLENGTH ARTICLES**.

**ITEM 1175****FRAGILE ARTICLES****ITEM 1175**

Carrier will not be liable for loss or damage to articles of a fragile nature unless said articles are securely packed and marked with plain distinct designation the fragile character of the contents.

**ITEM 1200****LIQUOR SHIPMENTS****ITEM 1200**

Carrier will not handle shipments of liquor or alcoholic beverages.

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**ITEM 1225****LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE****ITEM 1225**

(See Note C)

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the additional provisions:

- A The bill of lading and shipping order covering the shipment must contain a notation at time of shipment that consignor is to load and/or consignee to unload the shipment (NOTES A and B).
- B The complete loading and/or unloading service of the freight, including count thereof, must be performed by the shipper and/or consignee at their expense without any assistance from the carrier. The carrier's employee, agent and power unit is to be released while loading and/or unloading and counting is performed. At carrier's option, the carrier's employee, agent and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.
- C
  1. The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or part of the vehicle, when required to protect and make shipment secure for transportation, must be furnished and installed by the shipper, at their expense.
  2. The complete unloading service means that the consignee must count and unload the freight from the position in which it is transported in or on the carrier's vehicle. The unloading must also include removal of all shipper installed blocking, bracing and other materials used for transportation of shipment.
- D On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as a condition precedent to the application of the rate, the entire shipment must be loaded and counted by the shipper or consignee, otherwise the rate will not apply and rates otherwise published will be assessed.
- E In the event the shipment is stopped off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting.
- F If, for any reason, the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting the rates will not apply and rates otherwise published will be assessed.

Note A: When the bill of lading and shipping order notation as required in Paragraph (1) of this Item is inadvertently omitted, shipper and/or consignee must furnish the carrier with proof satisfactory to the carrier within sixty (60) days from the date that the loading and/or unloading and counting was actually performed in accordance with the provision of this Item.

Note B: The requirement that notation must be placed on the bill of lading and shipping order at time of shipment will not apply when entire shipment consists of freight in a single container, or freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 pounds or more as tendered for shipment. (Loading required by consignor and unloading required by consignee per NWF 100, Item 568).

Note C: On heavy or bulky articles the provisions detailed in Item 950 of this tariff will be applicable.

**ITEM 1250 LOWEST VALUATION RULE APPLICATION OF RATES-ACTUAL, DECLARED OR RELEASED VALUE****ITEM 1250**

Unless otherwise provided, on shipments of commodities subject to released or actual value provisions in the NMFC where the consignor is required to declare a released or actual value on the bill of lading within the limits stated herein and fails to do so at time of shipment, the carrier's liability shall be limited to the lowest value applicable in conjunction with the carrier's application of the corresponding class rate for such released or actual value.

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**ITEM 1300****MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS****ITEM 1300**

(See Note) (Exception to NMFC Item 580)

The provisions of NMFC Item 580 will apply, except as follows:

A charge of \$2.12 per package or piece of freight, subject to a minimum charge of \$30.00 per shipments are applicable when:

- A. At the request of the shipper or consignee sorting, marking, or the tag, label, or stencil on any package or piece of freight is changed or altered according to instructions.
- B. If shipment bears bind or abbreviated markings, the carrier, for proper identification, marks, tags, labels or stencils any package or piece of freight to conform to NMFC Item 580.
- C. Additional sorting, markings, tags, labels, or stencils provided by the carrier, are requested by the shipper or consignee.
- D. As required by governing publications or tariffs herein.

Note: All charges accruing under this Item must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed. On import freight, services not paid at time of tender of the freight to the carrier will be billed as advance against the freight.

**ITEM 1325****MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS –  
CANADIAN SHIPMENTS – PROVINCES OF ONTARIO AND QUEBEC****ITEM 1325**

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

- A. Charges: Marking, Tagging or to Alter - \$3.69 per package or piece of freight
- B. Minimum Charge: - \$26.33 per shipment

Charges are in addition to applicable freight charges

**ITEM 1350****MAXIMUM CHARGE - MIXED SHIPMENTS - DEFICIT WEIGHT****ITEM 1350**

When in the application of class rates in connection with a shipment consisting of two or more articles, which are subject to different rates, any deficit in weight will be charged for at the rate applicable to the lowest rated article in the shipment.

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**ITEM 1360****MINIMUM CHARGE CUBIC CAPACITY AND DENSITY****ITEM 1360**

- A. The provisions of this item will apply to any shipment, or portion thereof, which is **550** cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.
- B. The provisions of this item are not applicable in connection with:
1. Rates determined by any Unit Measure other than by weight.
  2. Capacity Load - Max Charge - Overflow
  3. Capacity Loads - Minimum Charge.
  4. Control of Vehicle or Doubles Trailer and Exclusive Use.
  5. Where the otherwise applicable charge is greater than the calculation in this item.
- C. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, Item 110, Section 8(a) and (b), except a minimum vertical dimension of 96 inches shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:
1. The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc.).
  2. Packaging or lack of packaging used.
  3. Palletized in "pyramid", "rounded off", or "topped off" fashion.
  4. Specific instructions by the shipper or by notation on the bill of lading.
  5. Packaged units bearing instructions that the freight is not to be top loaded or double stacked.
- D. The minimum charge under this item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as follows:
1. Multiply the calculated weight by the applicable class 125 rate from the customer's base rates less any applicable discount. The class 125 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customer's pricing.
  2. Where the customer's pricing is determined from mileage rates or where their applicable base rates do not provide a class 125 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 125 rate from DYLT 507 series in effect at time of shipment less 75% or Customer's discount if greater. The payor's discount will be applicable to the class 125 rate calculation.
- E. When this item has application, the freight bill will indicate both the actual weight and the calculated weight used to determine the minimum charge.
- F. For the purpose of applying this rule and charge, when two or more shipments are tendered to Daylight Transport from the same place during one calendar day for delivery to one place, they will be considered one shipment.
- G. Any overflow portion of a truckload shipment which is charged for as a separate shipment will be subject to the provisions of this item.

NOTE 1: See Item 1375 for shipments occupying 16 linear feet or greater.

NOTE 2: See Item 1485 for shipments of Overlength Articles 8 feet or greater.



# Local and Joint Rules Tariff DYLT 110-AF

## ITEM 1375 LINEAR FOOT RULE

ITEM 1375

Unless otherwise provided in advance of movement with a Volume/Spot quote from Carrier, when a shipment or portion thereof is of such nature or bulk that in the manner loaded occupies **16** linear feet or greater of a trailer or prevents the safe loading of like freight in or on such trailer (subject to the Carrier's determination) that shipment shall be subject to a minimum charge based on **Class 65** at 20,000 pounds.

NOTE 1: The base rates to be used in connection with this Item shall be DYLT 507 series in effect at time of shipment when the Customer's tariff references any other rate base tariff.

NOTE 2: For the purpose of applying this rule and charge, when two or more shipments are tendered to Daylight Transport from the same place during one calendar day for delivery to one place, they will be considered one shipment.

NOTE 3: See Item 1360 for shipments 550 cubic feet or greater with an average density of less than 6 pounds per cubic foot that occupy less than 16 linear feet.

NOTE 4: See Item 1485 for shipments of Overlength Articles 8 feet or greater.

## ITEM 1400 MIXED SHIPMENTS – LTL

ITEM 1400

Except as otherwise provided, the provisions of Sections 1, 2, and 3 of NMF 100, Item 640, do not apply.

### SECTION 1

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

The bill of lading must specify each separately defined commodity by class and the total weight of each separately defined commodity.

### SECTION 2

Single shipments which consist of articles subject to two or more different classes or commodity rates, when such articles are separately packaged, will be rated at the class or commodity rate applicable to each article as if each article was tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipments. Any deficit weight will be charged at the lowest rate applicable to any article in the shipment.

### SECTION 3

- A. If a shipment containing commodities of more than one class is inspected, and the inspection determines that the commodities and classes were not accurately described on the bill of lading, the shipment will be rated per Paragraph C below, based on the density of the total shipment as determined using the inspected weight and dimensions.
- B. When shipments contain commodities which, according to the NMF 100 Series, have density-driven classifications within the same piece, package or shipment, the entire shipment will be rated per Paragraph C below, based on the density of the total shipment as determined using the actual weight and dimensions.
- C. The shipment will be, as a result of inspection or review, rated at the applicable class shown in the table below based on the density of the total shipment. Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment.

| Density in pounds per cubic foot: | Class: |
|-----------------------------------|--------|
| Less than 1                       | 400    |
| 1 but less than 2                 | 300    |
| 2 but less than 4                 | 250    |
| 4 but less than 6                 | 175    |
| 6 but less than 8                 | 125    |
| 8 but less than 10                | 100    |
| 10 but less than 12               | 92.5   |
| 12 but less than 15               | 85     |
| 15 but less than 22.5             | 70     |
| 22.5 but less than 30             | 65     |
| 30 or greater                     | 60     |

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## ITEM 1425 MIXED SHIPMENTS - TL OR VOLUME

ITEM 1425

Except as otherwise provided in Notes (1) and (2), or as otherwise provided, the provisions of NMF 100 Item 645 do not apply on mixed shipments of articles which move under TL class rates, or under volume commodity rates.

When a number of differently described articles are shipped as a mixed shipment, the charges on the shipment will be determined as follows:

- A. The rate to apply on each article will be the rate that would apply on that article if such article were tendered as a straight shipment, weighing the same as the aggregate weight of the mixed shipment.
- B. The minimum weight for the entire shipment will be the highest minimum weight applicable in connection with any article in the shipment. Any deficit weight will be charged for at the same rate as that applying to the lowest rated article in the shipment.
- C. Where different TL or volume rates and minimum weights are provided on the same articles included in a mixed TL or mixed volume shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article will be used to determine the charges for the entire shipment.

Note 1: The provisions of this Item do not apply on the following articles. On shipments including such articles, the provisions of Item 645 of NMF 100 apply:

- a) Explosives, consisting of ammunition, explosive or incendiary, or gas or smoke or tear producing; Explosives, NOI; propellants, explosive; or fireworks: Class A or B (Item 64300 of NMF 100).
- b) Missiles, guided, or rockets, guided; guidance systems or electronic control apparatus for installation in missiles or in missile sections; missiles or rocket frame assemblies containing electronic apparatus, or mobile missiles guidance control systems.
- c) Mixed shipments of articles where the weight of the shipment does not meet, or is not charged for the minimum weight requirements set forth in Paragraph (2) of this Item.

Note 2: Where any mixed shipment includes one or more articles subject to this Item, and one or more articles not subject to this Item, the provisions of Item 645 of NMF 100 apply.

## ITEM 1450 OFFSETTING OF FREIGHT CHARGES

ITEM 1450

Claims and claim amounts made against the Carrier (whether filed or not), may not be offset by shipper, consignee, or payor of freight charges otherwise owed to the Carrier.

## ITEM 1485 OVERLENGTH ARTICLES

ITEM 1485

Shipments consisting of article(s) 8 feet or greater in length or width will be subject to the following additional charge per shipment:

| Length of Article:    | Additional Charge: |
|-----------------------|--------------------|
| 8' but less than 12'  | \$200.00           |
| 12' but less than 20' | \$750.00           |
| 20' & Over            | \$1200.00          |

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**ITEM 1500****PICKUP OR DELIVERY SERVICE - OTHER THAN NORMAL BUSINESS HOURS****ITEM 1500**

- A. After normal business hours Monday through Friday; or all day on Saturdays, Sundays or Legal Holidays when consignor or consignee requests carrier to pick up or deliver freight after normal business hours, and provided service can be rendered, such service will be subject to a minimum charge of \$170.00 per person, per hour or fraction thereof.
- B. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery.
- C. The charge to place or pickup an empty trailer(s) (vehicles without power units) after business hours will be subject to a minimum charge of \$85.00 per person, per hour or fraction thereof. This charge shall apply even if the actual pickup and/or delivery of freight occurs during business hours.
- D. The carrier is not obligated to furnish pickup or delivery service after business hours, if a delivery time is specified on the Bill of Lading, or the shipping order, and it is after business hours, such document must also indicate that the time is in fact after business hours.
- E. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.
- F. When two or more shipments are delivered at the same time to the same location after normal business hours, the total amount of the charges will be calculated based on total hours and pro-rated by the weight of each individual shipment.
- G. Charges for additional services performed in conjunction with the above defined service shall apply.
- H. The term "business hours" is defined as 8:00 A.M. to 5:00 P.M., Monday through Friday.

**ITEM 1500.1****PICKUP OR DELIVERY SERVICE - OTHER THAN NORMAL BUSINESS HOURS – CANADIAN SHIPMENTS - PROVINCES OF ONTARIO AND QUEBEC****ITEM 1500.1**

When a consignee or consignor requests carrier to pick up or deliver freight prior or subsequent to normal business hours, or on Saturdays, a fee of \$52.65 per hour shall apply subject to a minimum charge of \$157.95 per shipment

When a consignee or consignor requests carrier to pick up or deliver freight on Sundays or Holidays a fee of \$63.18 per hour shall apply subject to a minimum charge of \$210.60

Charges are in addition to all applicable freight charges.

LTL freight may move at T/L rates to meet carrier's linehaul requirements.

**ITEM 1560****PICKUP OR DELIVERY SERVICE - GROCERY WAREHOUSES, FULFILLMENT CENTERS AND WAREHOUSE DISTRIBUTION CENTERS****ITEM 1560**

- 1) Shipments picked up from or delivered to grocery warehouses or facilities that specializes in food or beverage distribution will be assessed an additional charge per shipment as follows:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.50            | \$110.00       | \$450.00       |

- 2) In the event Carrier is required to perform or complete additional services (lumper) as a condition of the delivery to a Grocery Warehouse, Fulfillment Center or Warehouse Distribution Center, the payor of the freight charges shall be charged for the cost incurred by Carrier, unless payment has been guaranteed to the satisfaction of the Carrier by another party, whether the bill of lading indicates the freight charges are prepaid or collect. Additional services required to be provided or resulting from these services may include, but are not limited to, such services as Inside Delivery (see Item 900), Sort and Segregating (see Item 2350), Detention with Power (see Item 600), among others.
- 3) Where the Grocery Warehouse, Fulfillment Center or Warehouse Distribution Center requires the use of a service provider for specific unloading services (lumper), Carrier will be reimbursed by the payor of the freight charges for the cost of the required service charged by the provider and/or any resulting cost for delay incurred for detention or delivery completed after normal Business Hours, plus the following processing fee:

\$50.00 per shipment

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## ITEM 1600 PICKUP OR DELIVERY SERVICE

ITEM 1600

Except as otherwise provided, rates in tariffs making reference to this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment at one site by the carrier during business hours (Item 1500 series for Pickup or Delivery Service - Saturdays, Sundays, or Holidays) subject to the provisions indicated below:

### **SECTION 1 - PLACEMENT OF VEHICLE FOR LOADING**

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

### **SECTION 2 - PLACEMENT OF VEHICLE FOR UNLOADING**

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

### **SECTION 3 - LOADING BY CARRIER**

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (See Note 1): Loading includes sorting and counting of the freight in or on the carrier's vehicle. (See Item 900 for handling freight at positions not immediately adjacent to vehicle).

Carrier will furnish only one person per vehicle for loading, be they the driver, helper, or any other carrier employee or its designated agent except as provided in Item 850 (Extra Labor).

### **SECTION 4 - UNLOADING BY CARRIER**

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note 1). Unloading includes the counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle (See Item 900 for handling freight at positions not immediately adjacent to vehicle).

### **SECTION 5 - RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See NOTE 2)**

Loading or unloading service does not include assembling, unpacking, dismantling, inspecting, sorting or segregating freight EXCEPT as provided in Paragraphs (A), (B) and (C) below:

- A. When a shipment is tendered to the carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the Bill of Lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions, if delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to applicable detention charges.
- B. For applicable detention charges, reference Item 600 of this publication.
- C. No sorting or segregating charge will be incurred when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee.

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

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**ITEM 1600 PICKUP OR DELIVERY SERVICE (Continued)**

**ITEM 1600 (Cont)**

## **SECTION 6 - LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE**

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

## **SECTION 7 - WAIVER OF DELIVERY RECEIPT**

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

## **SECTION 8 - DELIVERY AT PRIVATE RESIDENCES**

Delivery service at Private Residences will be performed by carrier under the terms, conditions and charges shown in Item 500 of Tariff.

Note 1 The conditions provided in Item 500 of this Tariff will be applicable.

Note 2: The provisions of this Paragraph will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets or skids.

**ITEM 1625 PICKUP OR DELIVERY SERVICE – LIMITED ACCESS SITES**

**ITEM 1625**

## **SECTION 1 – GENERAL APPLICATION**

A) The term "Limited Access" shall include but is not limited to:

|                                               |                                                                   |
|-----------------------------------------------|-------------------------------------------------------------------|
| Airports                                      | Hotels, Motels & Resorts                                          |
| Camps, Carnivals, Fairs, Outdoor Flea Markets | Indian Reservations                                               |
| Cemeteries                                    | Marinas, Wharfs, Piers, Boat Slips                                |
| Colleges & Universities without a dock        | Military Bases/Installations                                      |
| Container Freight Stations/Warehouses         | Mine Sites, Quarries, Aggregation Sites                           |
| Construction Sites                            | Mini/Self Storage Facilities Without a Dock or 53' Trailer Access |
| Country Clubs, Golf Courses                   | Places of Worship                                                 |
| Court Houses                                  | Prisons, Jails, Detention Centers                                 |
| Day Cares                                     | Remote Sites                                                      |
| Estates                                       | Restaurants, Bars & Night Clubs                                   |
| Farms, Ranches, Equestrian Facilities         | Retirement/Nursing Homes                                          |
| Fairgrounds, Parks                            | Schools (not including Colleges & Universities)                   |
| Fossil Fuel Extracting & Refining Facilities  | Utility Sites                                                     |
| Government Research Facilities                | Wineries, Vineyards                                               |

B) The term "Construction Site" shall be defined as the site of any construction of buildings, roads, bridges or other sites of construction including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

C) The term "Utility Site" shall be defined as the site of any power generation station, whether nuclear, thermal, hydroelectric or fossil fuel or pumping station located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

D) The Term "Mine Site" shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine, when it is located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality

E) The term "Remote Site" shall be defined as facilities that are located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality

F) The term "Limited Access": shall be defined as meeting any of the following conditions:

- Not open to the walk-in public during normal business hours
- Sites where extensive security related inspections and processes are required before pickup or delivery can be performed

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**ITEM 1625****PICKUP OR DELIVERY SERVICE – LIMITED ACCESS SITES (Continued)****ITEM 1625****SECTION 2 – BILL OF LADING**

On shipments requiring limited access pickup or delivery, shipper shall so state on shipping order or Bill of Lading and should also state name, telephone number and full address of the party to contact to arrange for delivery. Omission by the Shipper/Consignor to include the information noted above or the omission of not marking the Bill of Lading that limited access pickup or delivery is required will not relieve the party responsible, as dictated under the freight payment terms of the Bill of Lading, of payment of the service charges as outlined in this item.

**SECTION 3 – ARRIVAL NOTICE**

Before tender of delivery is initially attempted, carrier will provide notice of arrival by telephone, U.S. mail, email or other electronic means, and reach a mutual arrangement for delivery as provided in Section (4). The fee collected herein will include initial notification to arrange delivery. Any additional notifications will be charged at the applicable notification charges and assessed to the party requiring the additional notice.

**SECTION 4 - ARRANGEMENTS FOR DELIVERY**

The carrier's arrival notice shall ask consignee for a satisfactory delivery date and shall advise the consignee of the following:

- A. That shipment is immediately available for pickup at carrier's service center if desired.
- B. The carrier's next delivery schedule for the delivery area involved.
- C. The delivery requirements of the shipment, including:
  1. The shipment weight, its packaging and freight payment requirements.
  2. Extra charges applicable under Section (5) including extra charges applicable when consignee requests delivery at positions not immediately adjacent to vehicle (Item 900 - HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE).
  3. Extra charges applicable if Lift Gate service is required in order to make delivery and if service is available and performed (Item 1100 - LIFT GATE (HYDRAULIC) SERVICE).
  4. Any such information that might assist advanced planning on the part of consignee and facilitates delivery.

**SECTION 5 - CHARGES**

Shipments picked up or delivered to a limited access site will be assessed an additional charge per shipment as follows:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.50            | \$115.00       | \$450.00       |

**ITEM 1650****PALLETS OR CONTAINERS - RETURN OF****ITEM 1650**

(Except marine type or Intermodal containers designed for highway use on wheels)

Except as specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids.

**ITEM 1700****PRECEDENCE OF DISCOUNTS, RATES AND/OR CHARGES****ITEM 1700**

Except as otherwise provided, when the shipper, consignee or third party each has a duly negotiated discount, commodity rate contract rate allowance or the price reduction program applicable to its line-haul charges on a given shipment, those provisions applicable to the payor of the freight charges will apply. This priority of application will apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payor shall mean:

- 1) Shipper paying rates and charges on a prepaid shipment.
- 2) Consignee paying rates and charges on a collect shipment.
- 3) Third party (party other than shipper or consignee) paying rates and charges on a shipment.

In the event any part of the payor's pricing is made exempt or non-applicable through other effective tariff provisions, such exemptions or non-application provisions will apply for the purpose of applying this rule and will prohibit use of alternative pricing application on behalf of a non-payor of the freight charges.

For the purpose of this rule, the payor of the charges shall be determined at the time the shipment is tendered, notwithstanding that a change in payor may be made (change from "prepaid" to "collect" to "prepaid") at the request of shipper or consignee after the shipment is tendered.

Where: Shipper is defined as the consignor of a shipment.

Consignee is defined as the legal receiver of the goods

Third party is defined as the party responsible for the freight charges, but not shown on the bill of lading as either the shipper or consignee.

Owner is defined as the party with legal title of goods.

"In care of party" is defined as party authorized by owner to ship/receive goods.

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**ITEM 1800****PREPAYMENT OR GUARANTEE OF CHARGES****ITEM 1800**

(Exceptions completely replacing NMFC Item 770)

Except as provided in Item 1800.1 and 1800.2 shipments will be accepted subject to the following provisions:

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

- A. Credit for payment of freight charges is to be extended solely at the discretion of the carrier. Parties tendering shipments to carrier without established credit with carrier will be notified verbally at the time of such tender that such shipments must move on a freight collect basis, and shipments tendered to carrier with prepaid or third party terms will not be accepted when the paying party does not have established credit with the carrier. Should such party elect to use the services of carrier after such notice, or in the event such shipments are inadvertently accepted by carrier or its assigns, carrier reserves the exclusive right to convert the payment terms to freight collect regardless of the instructions on said bill of lading, and consignor will be deemed to have been constructively notified of carrier's credit practice with regard to this type of transaction. It is expressly agreed that consignor has elected to use the services of carrier with full knowledge and acceptance of these terms.
- B. Charges accruing under the provisions of this tariff are due and payable and shall be collected by the carrier at the time such shipment is tendered for delivery, or in the case of accessorial service charges such as storage, marking or COD collection fees, at the time such service is requested or possession of the shipment involved, or any part thereof, is relinquished by the carrier, except where credit has been extended by the carrier to the shipper, consignee, or other party entitled to pay charges under the provision of this item.

**ITEM 1800.1****PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS****ITEM 1800.1**

(Exception to Item 1800 of this tariff and NMFC Item 770)

All freight charges on shipments for export must be prepaid. Carrier will not accept collect shipments.

**ITEM 1800.2****PREPAYMENT - EXHIBITION FREIGHT****ITEM 1800.2**

Freight charges must be prepaid on all shipments consigned to or care of Amusement Parks, Trade Shows, Traveling Shows, Fairs or Exhibitions. See Item 300 of this tariff for rate application for this type of shipment.

**ITEM 1825****SHIPMENTS CONSIGNED TO U.S. POSTAL DEPARTMENT****ITEM 1825**

Subject to Notes 1 and 2 below, shipments consigned to the U.S. Postmaster at a particular point, or to a carrier for delivery to a U.S. Post Office at a particular point, will be accepted only on the following conditions:

- A. All charges on such shipments must be prepaid.
- B. The post office stamp on the carrier's freight bill will be accepted in lieu of signature as receipt.
- C. Packages must carry sufficient postage for movement to destinations.

Note 1: Shipments consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office (FPO) will not be accepted.

Note 2: The provisions of this item will not apply on property shipped by or for the government on commercial nor government bills of lading. Carrier will not provide said services to any government agency requiring a government bill of lading.

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## ITEM 1850 QUOTATIONS OF ESTIMATED CHARGES

ITEM 1850

- A. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.
- B. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges, which is not binding either on carrier or shipper.
- C. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applied to commodity shipped and transported and related services performed in connection therewith.

## ITEM 1900 RECONSIGNMENT OR DIVERSION

ITEM 1900

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

### SECTION 1 - DEFINITIONS OF RECONSIGNMENT OR DIVERSION

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

- A. A change in the name of the consignor or consignee.
- B. A change in the place of delivery within original destination point.
- C. A change in the destination points.
- D. Relinquishment of shipment at point of origin (See NOTE 1).
- E. Instructions received by the originating carrier prior to receipt of shipment (See NOTE 4)

### SECTION 2 - CONDITIONS

- A. Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- B. Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
- C. All changes applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- D. Only entire shipments, not portions of shipments, may be reconsigned.
- E. An order for reconsignment of a shipment moving under uniform Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
- F. Instructions for reconsignment of COD shipments will be accepted only from the consignor.
- G. Marking or tagging freight (See NOTE 2).
- H. Reconsignment will not be permitted on "in bond" shipments.

### SECTION 3 - CHARGES:

Reconsignment as defined in section (1) will be subject to the following (subject to Notes 1 thru 6):

| When a request for change is made:                                                                              | For a Change in:                                                                                                          |                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                 | the Consignee or Consignor Name                                                                                           | the Place of Delivery                                                                                                                                                       |
| <b>Before Delivery</b><br>Note: Marking or Tagging (Item 1300) and other additional charges may apply.          | \$35.00 Reconsignment Fee                                                                                                 | \$35.00 Reconsignment Fee.<br>Plus:<br>Original Freight Charges.<br><b>Note:</b> Additional Line Haul charges may apply.                                                    |
| <b>After Attempted Delivery</b><br>Note: Marking or Tagging (Item 1300) and other additional charges may apply. | \$30.00 Bill Transaction Fee.<br>Plus:<br>Redelivery Fee:<br>\$5.80 per 100 pounds<br>\$70.00 Minimum<br>\$400.00 Maximum | \$30.00 Transaction Fee<br>Plus:<br>Redelivery Fee:<br>\$5.80 per 100 pounds<br>\$70.00 Minimum<br>\$400.00 Maximum<br><b>Note:</b> Additional Line Haul charges may apply. |

Note 1: Where a request is made by the shipper, before a shipment has left the carrier's service center at a point of origin for return of a shipment to the original place of a shipment, or delivery thereof to another carrier at point of origin or relinquish thereof to shipper or to another carrier at carrier's service center, such service will be subject to a charge of \$9.00 per 100 pounds with a minimum of \$70.00 per shipment, maximum \$550.00 per shipment

Note 2: Shipments handled under the provisions of this Item will require marking or tagging in order to comply with the provisions of Item 580 of NMF 100, or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier at the charges provided in Item 1300.

Note 3: See Item 2000 for Redelivery charges

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## ITEM 1900 RECONSIGNMENT OR DIVERSION

## ITEM 1900 (Cont.)

Note 3: If the change in destination point is requested and the instructions are received in time to affect the requested change at the origin service center of the originating carrier the charge will be \$35.00 per shipment in addition to the applicable tariff rates and charges from point of origin to the new destination.

Note 4: Upon instructions received by the originating carrier prior to receipt of a shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt, (not a bill of lading) to the tendering party in possession of the shipment, and then execute the bill of lading. Such shipment will be subject to a charge of \$35.00 per shipment.

Note 5: The provisions governing reconsignment PRIOR TO TENDER OF DELIVERY will only apply when carrier receives the request for reconsignment.

- a) Before shipment has been loaded on delivery vehicle (In case where shipment is transferred to city, delivery vehicle for delivery): or
- b) Before shipment has been dispatched for delivery (In cases where shipment is not transferred to city vehicle for delivery). Thereafter, the provisions governing reconsignment "AFTER TENDER OF DELIVERY" will apply.

Note 6: In the event carrier does not have a published rate from point of reconsignment to final destination, additional charges based on market conditions at time of reconsignment shall apply.

## ITEM 2000 REDELIVERY

## ITEM 2000

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

- A. When one or more additional tenders of final delivery is made at the consignee's place, the shipment will be subject to the following charges for each such tender and for the final delivery:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$5.80            | \$70.00        | \$400.00       |

- B. If in lieu of final delivery at consignee's place, consignee elects to accept delivery at carrier's premises, the shipment will be subject to the following charges:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$3.68            | \$30.00        | \$300.00       |

- C. All charges accruing under the provisions of this rule must be paid or guaranteed in writing to the satisfaction of the carrier, by the party or parties requesting redelivery before the shipment is redelivered.

## ITEM 2250 RETURNED UNDELIVERED SHIPMENTS

## ITEM 2250

When the shipper requests the return of a shipment back to the original point of origin, the following charges shall apply:

- A. If the request is made before the shipment has left the Carrier's service center at point of origin prior to line-haul movement or relinquishment thereof to another carrier at Carrier's origin service center, the following charge per shipment shall apply for return of the shipment:

| Rate per 100 lbs. | Minimum Charge | Maximum Charge |
|-------------------|----------------|----------------|
| \$9.00            | \$70.00        | \$550.00       |

- B. If the request is made after the shipment has left the Carrier's service center at point of origin after line-haul movement or relinquishment thereof to another carrier at Carrier's origin service center, applicable tariff rates in effect on the date of return from the point of return (new origin) back to the original point of origin (return destination) of the shipment shall apply.

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**ITEM 2275 VENDOR COMPLIANCE SERVICES****ITEM 2275**

When requested by the Customer, and Carrier's operating conditions permit, Carrier will provide administrative services as outlined herein. These services will typically include the involvement of Carrier's Inside Sales and/or Specialty Sales Departments. The charge will be \$25.00 per service per shipment. Unless other specific arrangements are made, the charge for this service will be collected from the party requesting the service. Available services include, but are not limited to, the following:

- Purchase Order Management
- Shipment Coordination
- Returns Management
- Retail Shipment Coordination
- Project Management Services

**ITEM 2300 SHIPMENT WEIGHT****ITEM 2300**

Carrier shall abide by the provisions set forth in Item 995 of the National Motor Freight Classification.

**Item 2350 SORTING AND SEGREGATING SERVICE****ITEM 2350**

1. Normal loading or unloading service performed by carrier does not include sorting or segregating of articles.
2. Shipments that require such services are subject to the following service fee:

| Rate per Package | Minimum Charge |
|------------------|----------------|
| \$0.70           | \$50.00        |

3. The charges in this item will be assessed against the party requesting or requiring this service and are in addition to all other applicable charges. If the party requesting the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.

**ITEM 2500 STORAGE****ITEM 2500**

Except as otherwise provided for in Item 2500.1, undelivered shipments held in carrier's possession by reason of an act or an omission of the consignor, consignee or owner, or for Customs clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

1. Storage charges will be assessed beginning 7:00 A.M., the first business day (Monday through Friday, excluding Holidays) after notice of arrival has been given, except no charges will be assessed when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
2. Charges : \$2.50 per 100 pounds or fraction thereof per 24 hours or fraction thereof, including weekends & Holidays, subject to a minimum charge of \$25.00 per day, including weekends & Holidays, but in no event less than \$50.00 per shipment.
3. Carrier's liability will be limited to that of a warehouseman. Carrier reserves the right to place the freight in a public warehouse.

**ITEM 2500.1 STORAGE - CANADIAN SHIPMENTS - PROVINCES OF ONTARIO AND QUEBEC****ITEM 2500.1**

When carrier is unable to deliver shipments, such shipments will be stored by carrier and considered stored in transit and subject to the following conditions and charges:

|                     |                            |
|---------------------|----------------------------|
| LTL Shipments       | \$0.79 per 100 lbs.        |
| Minimum Charge      | \$10.53 per day            |
| Truckload Shipments | 1st 24-hour period \$42.12 |

Carrier's liability will be limited to that of a warehouseman. Carrier reserves the right to transfer same to a public warehouse.

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**ITEM 2525 TEMPERATURE CONTROLLED SHIPMENTS****ITEM 2525**

Shipments that require temperature control, protection from freezing, or protection from extreme temperatures, will not be accepted. If carrier inadvertently accepts said shipment, carrier will not be liable for any damage resulting from temperature conditions.

**ITEM 2550 TRANSACTION FEE****ITEM 2550**

When carrier receives a request from the consignor (originator of bill of lading) to make a change that deviates from the original bill of lading instructions, carrier will attempt to accommodate the request. Such changes will not be made if shipment has been delivered. All such changes will be subject to a transaction fee of \$30.00 per occurrence.

**ITEM 2600 TRANSFER OF LADING****ITEM 2600**

1. When shipments moving on rates subject to minimum weights of 10,000 pounds or greater cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the 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 consignor.
2. When shipments subject to TL or volume rates cannot be delivered with the vehicle used in transporting the shipment over the highway, the carrier will notify the consignee of this fact. If the consignee requests the carrier to render delivery service with a different vehicle, such shipment 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 consignor or consignee requests that shipment moving on rates subject to minimum weights of 10,000 pounds or greater 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 the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.
4. The charge for the weight of the Lading transferred shall be \$2.23 per 100 pounds, subject to a minimum charge of \$346.38 per vehicle for each transfer.
5. The provisions of this Item will not be applicable (additional charges) when rate recalculation is as a result of carrier's application of Tariff Item 185 Series or Item 360 contained within this tariff.

**ITEM 2625 UNLOADING FREIGHT****ITEM 2625**

When shipper requests of the carrier to remove a shipment from a trailer loaded for movement, and the carrier agrees to do so, the shipper shall pay an unloading fee of \$13.38 per 100 pounds, subject to a minimum charge of \$158.70. The existence of the provision does not in any way obligate carrier to comply when shipper requests to unload said freight.

**ITEM 2650 VALUATION - AIRFREIGHT****ITEM 2650**

Movement of property as part of a continuous movement, which has been or will be transported by an air carrier or a foreign carrier is subject to a maximum liability of \$.50 per pound per piece.

**ITEM 2700 VEHICLE FURNISHED BUT NOT USED****ITEM 2700**

When carrier upon receipt of a request to pick up a shipment weighing 10,000 pounds or more or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a fee in the amount \$129.29 per day or fraction thereof will apply.

Charges will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

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**ITEM 2800 WEIGHT VERIFICATION****ITEM 2800**

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Weight verification will only be made while shipment is in the possession of the carrier. If the shipper or consignee requests that a shipment be reweighed, then each weight verification shall be at the expense of the party requesting the weight verification at a rate of \$25.00 per shipment.

**ITEM 2810 DENSITY VERIFICATION****ITEM 2810**

In the event a customer requests that the class on a shipment be altered based on a density verification, Carrier shall assess a charge of \$25.00.

**ITEM 2825 WEIGHT/CLASS CORRECTION FEE****ITEM 2825**

Carrier reserves the right to weigh and/or inspect shipments and when it is determined that the actual weight and/or class is different from that which is stated on the original bill of lading as issued by the shipper, carrier shall:

1. Adjust the weight and/or class and corresponding rate calculation of the bill accordingly.
2. Assess an additional Reweigh and/or Reclass Fee of \$25.00 per shipment when the actual weight and/or class is less or greater than the weight stated on the original bill of lading.

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ITEM 2850

URGENT CARE SERVICE

ITEM 2850

Urgent Care shipments originating from points serviced by Daylight Transport where the Bill of Lading is annotated with the term(s) "URGENT CARE" or "GUARANTEED SERVICE" shall be subject to the following terms and conditions. Urgent Care shipments originating from all other points must be declared at time of scheduling the pickup.

**Shipments Not Eligible for Urgent Care Service:** The following shipments are not eligible for Urgent Care Service:

- 1) Shipments of Hazardous Materials of any kind
- 2) Shipments originating from or destined to Convention/Exhibition Facilities
- 3) Shipments involving drop trailers

In the event an ineligible shipment is inadvertently tendered to Carrier, the shipment shall not be subject to any service guarantee and shall be subject to the customer's otherwise applicable pricing.

**Service Guarantee:** Daylight Transport will void 100% of freight charges in the event the entire shipment fails to be delivered by the delivery date as published on our website at [www.dylt.com](http://www.dylt.com). 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 day of pickup does not apply. Please contact Customer Service for revised delivery dates. In the event a shipment is tendered to the Carrier after 5:00 PM, it will be considered to have been tendered the following business day and for the purpose of calculation of transit days, one day shall be added to the original guaranteed delivery date. Daylight Transport will void only the additional Urgent Care charges in the event only a portion of the shipment fails to be delivered or in the event the shipment contains overlength articles as described in **ITEM 1485 OVERLENGTH ARTICLES**. In either event, this will serve as maximum restitution for service failure and under no circumstances shall Daylight Transport be liable for any consequential, special, incidental, indirect, multiple, or punitive damages. Claims for failure to meet service standards must be submitted within 30 days of the agreed-upon delivery date by email to [LHservicefailures@dylt.com](mailto:LHservicefailures@dylt.com)

**Service:** The shipment will be considered as meeting the agreed service due date upon Daylight Transport's initial tender of the shipment to the consignee. In the event a shipment is offered for delivery during normal business hours (8:00 A.M. to 5:00 P.M., Monday through Friday) on or before the service guarantee date and, through no fault of the Carrier, the consignee is unable to receive the shipment, it will not be considered a service failure. In either event, claims for service failure shall be denied.

**Delivery Appointments:** In the event a delivery appointment is required and, through no fault of Daylight Transport, the consignee is unable to schedule a delivery appointment on or before the agreed service due date, it will not be considered a service failure. A service failure on shipments requiring a delivery appointment shall be defined as the shipment not having arrived and being made available for delivery within normal business hours at the destination service center by the published transit date.

Note 1: For the purposes of this item, it is assumed that limited access sites require an appointment.

**Special Equipment:** In the event a shipment requires special equipment such as but not limited to a Lift Gate, Bobtail truck or trailer less than 53' to accomplish delivery and as a result the Carrier is unable to arrange for delivery by the guaranteed delivery date, it will not be considered a service failure and the shipment shall be subject to the customer's otherwise applicable pricing.

**Delivery Standards:** Failure by Daylight Transport to meet delivery standards due to acts of local, State or Federal governments, public enemy (i.e. riots), acts of terrorism, Acts of God such as extreme weather conditions, electrical storms, floods, blizzards, earthquakes, hurricanes, tornadoes, or any other natural disaster or phenomenon that happens without the intervention of man that impedes progress of Daylight Transport's equipment, or any circumstance outside the control of the Daylight Transport shall not be considered a service failure.

**Daylight Transport's Limit of Liability:** On shipments moving via an airfreight provider, Daylight Transport's liability for cargo loss or damage shall be limited to a maximum of \$0.50 per pound per package.

**Rates and Charges:** Urgent Care shipments shall be rated under the customer's normal LTL pricing plus additional charges that are subject to change at any time without notice based upon market conditions at the time of shipment.

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