



# **Accessorial Services & Rules Tariff**

**TARIFF UTPA 110-A**

**Effective May 1, 2025  
Between Points In The United States**

**Revisions – 8/15/25**  
Item 123, Sub 16 – Liability Statement  
Item 585, Sub 9 -Pallet Rates  
Item 710 -Restricted or Prohibited Articles

UNIS Trasportation  
6141 Orangethorpe Ave.  
Buena Park, CA 90620

| TABLE OF CONTENTS                                                                   | ITEM | PAGE |
|-------------------------------------------------------------------------------------|------|------|
| OVERVIEW AND DESCRIPTION OF THIS DOCUMENT 4                                         |      | 4    |
| <b>PART 1: RULES &amp; REGULATIONS 5</b>                                            |      | 5    |
| ADVANCED PAYMENT AND GUARANTEE OF CHARGES 118 19                                    | 118  | 19   |
| ARRIVAL NOTICE AND UNDELIVERED FREIGHT 105 10                                       | 105  | 10   |
| BILL OF LADING – TERMS AND CONDITIONS 107 11                                        | 107  | 11   |
| BILL OF LADING AND DRIVER SIGNATURE 106 11                                          | 106  | 11   |
| BUMPING RULE (EXCEPTION TO NMFC ITEM 171) 130 26                                    | 130  | 26   |
| CLASS 0 COMMODITIES 127 25                                                          | 127  | 25   |
| CLASSIFICATION OF COMBINED ARTICLES (EXCEPTION TO NMF 100 ITEM 422) 109 15          | 109  | 15   |
| CURRENCY EXCHANGE AND PAYMENT OF CHARGES 113 16                                     | 113  | 16   |
| DEFINITIONS AND EXPLANATION OF TERMS 103 6                                          | 103  | 6    |
| DELAYED DELIVERY – PROTECTIVE SERVICE 112 16                                        | 112  | 16   |
| DISCOUNT & PRICING TERMS AND CONDITIONS 600 52                                      | 600  | 52   |
| DISPUTE RESOLUTION (EXCEPTIONS TO NMF 100 ITEMS 300160 AND 300530) 129 25           | 129  | 25   |
| EXCLUSIVE USE (EXCEPTION TO NMF 100 ITEM 595) 111 15                                | 111  | 15   |
| FOREIGN TARIFFS 121 20                                                              | 121  | 20   |
| GOVERNING PUBLICATIONS 101 5                                                        | 101  | 5    |
| INADVERTENCE CLAUSE – APPLICATION OF CLASSES (EXCEPTION TO NMF 100 ITEM 170) 126 25 | 126  | 25   |
| INSPECTION OF FREIGHT 124 23                                                        | 124  | 23   |
| INVOICING REQUIREMENTS 125 25                                                       | 125  | 25   |
| LIABILITY STATEMENT 123 21                                                          | 123  | 21   |
| LOADING/UNLOADING BY CARRIER 117 18                                                 | 117  | 18   |
| LTL VOLUME RATES 575 50                                                             | 575  | 50   |
| MINIMUM CHARGE – HOUSEHOLD GOODS AND/OR PERSONAL EFFECTS 114 16                     | 114  | 16   |
| MIXED COMMODITY SHIPMENTS (EXCEPTION TO NMFC RULES ITEM 640 SECTION 3) 115 17       | 115  | 17   |
| NATIONAL MOTOR FREIGHT CLASSIFICATION (NMFC) 108 14                                 | 108  | 14   |
| OVERCHARGE CLAIM FILING PROCEDURES 122 20                                           | 122  | 20   |
| PARTICIPANTS 102 6                                                                  | 102  | 6    |
| PICKUP AND DELIVERY 116 17                                                          | 116  | 17   |
| PRIORITY OF RATES AND CHARGES 104 9                                                 | 104  | 9    |
| RATE QUOTE 110 15                                                                   | 110  | 15   |
| RESTRICTED OR PROHIBITED ARTICLES 710 54                                            | 710  | 54   |
| RETURNED UNDELIVERED SHIPMENTS 120 20                                               | 120  | 19   |
| VOLUME SHIPMENT PRICING 128 25                                                      | 128  | 25   |
| <b>PART 2: RATES AND CHARGES 27</b>                                                 |      | 27   |
| ADVANCING CHARGES (EXCEPTION TO NMF 100 ITEM 300) 201 27                            | 201  | 27   |
| AMAZON SURCHARGE 246 47                                                             | 246  | 47   |
| BILLS OF LADING – COMBINED BY CARRIER 245 47                                        | 245  | 47   |
| BILLS OF LADING – CORRECTIONS 209 31                                                | 209  | 31   |
| BLIND SHIPMENTS 203 29                                                              | 203  | 29   |
| C.O.D. SHIPMENTS 202 29                                                             | 202  | 29   |
| CALIFORNIA COMPLIANCE SURCHARGE 242 47                                              | 242  | 47   |
| CONSOLIDATIONS & DISTRIBUTIONS 220 36                                               | 220  | 36   |
| CUBIC CAPACITY MINIMUM CHARGE 235 42                                                | 235  | 42   |
| CUSTOMS BROKER SERVICE 241 46                                                       | 241  | 46   |
| DETENTION WITH POWER 213 33                                                         | 213  | 33   |

| TABLE OF CONTENTS                                                                                                  | ITEM  | PAGE |
|--------------------------------------------------------------------------------------------------------------------|-------|------|
| DETENTION WITHOUT POWER                                                                                            | 214   | 34   |
| DIVERSION TO ANOTHER CARRIER (PICKUP FROM SERVICE CENTER)                                                          | 215   | 35   |
| EXCESSIVE LENGTH SHIPMENTS                                                                                         | 237   | 44   |
| EXCESSIVE VALUE/LIABILITY CHARGE                                                                                   | 222   | 37   |
| FUEL SURCHARGE APPLICATION                                                                                         | 560   | 48   |
| GUARANTEED SERVICE                                                                                                 | 206   | 31   |
| HAZARDOUS AND RADIOACTIVE MATERIALS                                                                                | 224   | 37   |
| HIGH COST AND REMOTE ACCESS AREAS SURCHARGE                                                                        | 225   | 38   |
| HOMELAND SECURITY                                                                                                  | 240   | 46   |
| IN BOND FREIGHT - UNITED STATES                                                                                    | 238   | 44   |
| ISLAND DELIVERY                                                                                                    | 226   | 38   |
| LATE PAYMENT CHARGE                                                                                                | 204   | 29   |
| LIFTGATE SERVICE                                                                                                   | 231   | 40   |
| LINEAR FOOT APPLICATION                                                                                            | 236   | 43   |
| LTL VOLUME RATES                                                                                                   | 575   | 53   |
| LUMPER SERVICE FEE                                                                                                 | 219   | 36   |
| NOTIFICATION PRIOR TO DELIVERY (NO APPOINTMENT)                                                                    | 207   | 31   |
| PALLET RATES                                                                                                       | 585   | 51   |
| PALLETIZING, SORTING, AND/OR SEGREGATING                                                                           | 221   | 36   |
| PICKUPS OR DELIVERIES: CONSTRUCTION AND UTILITY SITES                                                              | 229   | 39   |
| PICKUPS OR DELIVERIES: EXHIBITION SITES                                                                            | 227   | 38   |
| PICKUPS OR DELIVERIES: GROCERY WAREHOUSE                                                                           | 233-A | 41   |
| PICKUPS OR DELIVERIES: INSIDE PICKUP OR DELIVERY                                                                   | 232   | 40   |
| PICKUPS OR DELIVERIES: PIER, WHARF, AND CONTAINER FREIGHT STATIONS                                                 | 228   | 39   |
| PICKUPS OR DELIVERIES: RESIDENTIAL OR NONCOMMERCIAL                                                                | 233   | 41   |
| PICKUPS OR DELIVERIES: RESTRICTED ACCESS SITES (GOVERNMENT SITES, MILITARY BASES, AIR-PORTS, MINES, PRISONS, ETC.) | 230   | 39   |
| PICKUPS OR DELIVERIES: LIMITED ACCESS / NON-COMMERCIAL PICKUP OR DELIVERY SERVICES                                 | 230-A | 40   |
| PICKUPS OR DELIVERIES: SATURDAYS, SUNDAYS, HOLIDAYS, OR AFTER-BUSINESS HOURS                                       | 234   | 41   |
| RECONSIGNMENT OR DIVERSION                                                                                         | 211   | 32   |
| REDELIVERY                                                                                                         | 212   | 33   |
| RELABELING                                                                                                         | 217   | 35   |
| RESTRICTED OR PROHIBITED ARTICLES                                                                                  | 710   | 56   |
| RETURNED CHECK FEE                                                                                                 | 205   | 30   |
| SINGLE SHIPMENTS (EXCEPTION TO NMF 100 ITEM 595)                                                                   | 223   | 37   |
| STORAGE                                                                                                            | 218   | 36   |
| SUFFERANCE WAREHOUSE CHARGES - CANADA                                                                              | 239   | 46   |
| TIME DATE CRITICAL OR APPOINTMENT                                                                                  | 208   | 31   |
| TRUCK ORDERED BUT NOT UTILIZED                                                                                     | 243   | 47   |
| WEIGHING OF SHIPMENTS                                                                                              | 210   | 32   |

## Overview and Description of this Document

Standard transportation services provided by UNIS Transportation (referred to as “UNIS” hereafter or “Carrier”) include, at no extra charge, normal pickup service at origin during UNIS’s regular business hours, transfer of shipments to a UNIS service center for loading onto truck/equipment, over-the-road transportation of shipment to the delivering UNIS service center, transfer of shipments to a delivery truck, and normal delivery during UNIS’s regular business hours at final destination at facilities with docks designed to receive freight shipments.

Sometimes a Shipper/Consignor or Consignee may request and/or require optional/additional services beyond those normally associated with standard transportation services described above. The rules and charges contained herein are applicable whenever UNIS provides such accessorial services.

This publication contains the descriptions/explanations of, and charges for, those accessorial services that may be required by the Shipper, Consignee or Third-Party payer. All rules, charges and provisions pertaining to the accessorial services will apply to all shipments moving under the pricing publications and agreements, including individual customer pricing programs and agreements that refer to the Accessorial Services & Rules Tariff UTPA 110 series as a governing publication or as otherwise applicable.

Rules and accessorial services each have Item Numbers assigned to them and are listed in the “Table of Contents” section of this publication. The services are listed in alphabetical order by title.

All rules and accessorial services provisions in this publication apply on shipments tendered on or after August 23, 2021, and are subject to change at any time. Any exceptions to these rules and provisions will be noted in specific account pricing program documents/agreements.

## Part 1: Rules & Regulations

### ITEM 101 - GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by revisions and/or supplements thereto or successive issues thereof (subject to NOTE:

1. BASE RATES: UTPA 500 series
2. FUEL SURCHARGE APPLICATION: Item 560 herein
3. DISCOUNT & PRICING TERMS AND CONDITIONS: Item 600 herein
4. CLASSIFICATION:
  - a) National Motor Freight Classification STB NMF 100 series.
  - b) The classes, rules, and regulations, estimated and minimum truckload or volume weights, shipping and packing requirements, allowances and privileges, or other provision or conditions published in the tariff abrogate and supersede those in the NMF 100 series with conflict herewith.
  - c) When the rates or classes published in this tariff are silent as to rules, regulations, estimated weights, shipping and packing requirements, allowances and privileges or other provisions or conditions, prescribed therefore in connection with the classes in the NMF 100 Series.
  - d) Descriptive headings or individual listings published in this tariff corresponding to the descriptive headings or individual listings used in NMF 100 series will be understood to include all notes or other qualifying statements which appear in connection with such corresponding descriptive headings or listings in NMF 100 series. Where notes or other qualifying statements in NMF 100 series refer only to "classes" such reference will also be taken to refer to "rates" in this tariff.
  - e) The ratings or classes in connection with truckload (TL) do not apply.
  - f) When Classes 77 and/or 92 are referenced in this tariff, they mean Classes 77.5 and/or 92.5 respectively.
5. DANGEROUS COMMODITIES TARIFFS: Code of Federal Regulations, CFR Title 49 Series.
6. MILEAGE GUIDE: PC\*Miler.
7. POINTS OF SERVICE: Available by contacting UNIS customer service.
8. ZIP CODE DIRECTORY: US Postal Service Zip Code Directory issued by the United States Postal Service.

**NOTE:** IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE RULES TARIFF UTPA 110 SERIES AND ANY OF THE PUBLICATIONS LISTED IN THIS ITEM. THE TERMS AND CONDITIONS OF THE RULES TARIFF UTPA 110 SERIES SHALL CONTROL.

## ITEM 102 - PARTICIPANTS

### Carriers participating in this tariff:

UNIS Transportation

Where individual Carrier Pricing Agreements make such reference, the UNIS Tariff UTPA 110 series rules and accessorial charges = shall apply

## ITEM 103 - DEFINITIONS AND EXPLANATION OF TERMS

### ABSOLUTE MINIMUM CHARGE:

The Absolute Minimum Charge, as specifically provided in some tariff items, is not subject to further discount or reduction and is the absolute floor or lowest charge that can be applied.

### ACCESSORIAL RATES AND CHARGES:

Additional fees assessed on a shipment, due to additional services requested, by the Shipper, Consignee, or Third Party, of the Carrier beyond the normal services included in the Carrier's gross price, including line-haul, pickup, and delivery service.

### BILL OF LADING:

The document signed by the Carrier evidencing the receipt of goods for shipment. In the event of a conflict between the terms and conditions on the Bill of Lading and Carrier's Accessorial Services & Rules Tariff UTPA 110 series shall take precedence.

### BILL TO:

A person or entity designated as "Bill To" (BT) on the Bill of Lading who is the Shipper or the Consignee and not Third party.

### BUSINESS DAY OR BUSINESS HOURS:

Except as otherwise provided in individual items of this tariff, the terms "business day" or "business hours" mean that time (8 AM to 5 PM local time) during which operations are generally conducted by the Carrier at the point where the service is performed. The terms "business day" or "business hours" do not include Saturdays, Sundays, or Holidays as defined in this item.

### CARRIER:

When capitalized herein, specifically UNIS. When entirely in lower case, this term refers to any individual, partnership, or corporation engaged in the business of transporting goods as a motor carrier in general, including but not limited to UNIS.

### CONSIGNEE:

The designated receiver or receivers of a shipment as indicated on the Bill of Lading.

### CONSIGNOR:

The owner of the commodity being transported or the party directing the transportation, or both.

## ITEM 103 - DEFINITIONS AND EXPLANATION OF TERMS

### HOLIDAYS:

Any day generally observed as a holiday by the Carrier at the point where the service is performed, including, but not restricted to:

New Year's Day  
Memorial Day (last Monday in May)  
Independence Day (July 4th)  
Labor Day (first Monday in September)  
Thanksgiving Day (the last Thursday in November)  
Day after Thanksgiving  
Christmas Eve Day (December 24th)  
Christmas Day (December 25th)

As previously stated, or any other day generally observed as a holiday by the Carrier at the point where the service is performed. When such holiday falls on Sunday, the following Monday shall be considered a holiday.

### DISCOUNT:

Negotiated percentage reduction from base rate.

### EXPORT:

Except as otherwise specifically provided, the term "export" or "export traffic" shall be understood as meaning any traffic having a subsequent movement to a country outside the origin country.

### GROSS PRICE:

Rates and charges on the freight bill tabulated by multiplying the negotiated rates times the weight per shipment, excluding any discounts, accessorial, or surcharges. Gross price is equal to base rate.

### IMPORT:

Except as otherwise specifically provided, the term "import" or "import traffic" shall be understood as meaning any traffic having a prior movement from a country outside the destination country.

### LTL, AQ, and TL:

**LTL** — 'Less than Truckload' shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 19,999 pounds or less

**AQ** — 'Any Quantity' shall mean all shipments subject to AQ class in the NMFC, weighing or rated as 19,999 pounds or less.

**TL** — 'Truckload' shall mean any shipment:

- a) weighing or rated as 20,000 pounds or more.
- b) consisting of at least 10 pallets.
- c) occupying 20 linear feet or more of the vehicle; or
- d) utilizing the entire vehicle at the customer's request.

## ITEM 103 - DEFINITIONS AND EXPLANATION OF TERMS

### LINEAR FOOT RULE:

To determine the “linear feet” of a shipment:

1. The shipment must consist of at least two pallets.
2. Divide the total number of pallets by two.
3. Take the resultant number and multiply it by the pallet length in inches.
4. Divide this number by twelve to arrive at the shipment’s “linear feet.”
5. For example, if a shipment consists of six pallets, each measuring 40” x 48” x 50”:
  - a.  $6 \div 2 = 3$
  - b.  $3 \times 48 = 144$
  - c.  $144 \div 12 = 12$  lineal feet

### LUMPER SERVICE:

Any third-party service required by Shipper or Consignee to provide loading and/or unloading services from the Carrier’s vehicle at a Shipper or Consignee’s facility.

### MINIMUM CHARGE:

The minimum level for freight charges for a shipment, including discount or other price reductions that may otherwise be applicable. The minimum charge level may vary between origin/destination pairs. This charge is not to be interpreted as a single level of charge for shipments of a defined weight between any origin and any destination.

### NET PRICE:

This is the Gross Price less any applicable discount.

### SHIPMENT:

Except as otherwise provided, a “shipment” is an amount of freight received from one Shipper at one location and time for one Consignee at one destination, covered by one Bill of Lading, whose weight includes all packaging, wrapping, and pallets used in the shipment.

### SINGLE SHIPMENT:

The term “Single Shipment” means only one shipment is tendered from one Shipper, at one location and time, for one Consignee at one destination, covered by one Bill of Lading or shipping receipt.

### SURCHARGES:

Additional fees assessed on a shipment due to costs to the Carrier in such areas as (but not limited to) fuel and declaration of excess value.

### THIRD PARTY:

A person or entity with either apparent or direct authority over the shipment, but whom is neither the Shipper nor the Consignee on a Bill of Lading for a shipment.

### TOTAL PRICE:

Sum of net price, plus accessorial (if any) and surcharges (if any).

### TRUCK UNIT:

The term “truck unit” shall be understood as meaning a truck and trailer combined, a tractor and a semi-trailer, or a tractor and two semi-trailers, each not exceeding 29 feet in length.

### VEHICLE:

Wherever the term “trailer,” “vehicle,” or “vehicles” is used, such terms will have reference to either a trailer which does not exceed fifty three (53) feet in length, or two (2) trailers, each of which does not exceed 29 feet in length. The term “Trailer” means a trailer not exceeding 29 feet in length.

ITEM 104 – PRIORITY OF RATES AND CHARGES

1. Except as otherwise provided, when the Shipper, Consignee, or a Third Party, each has a duly negotiated discount, commodity rate, contract rate, or allowance applicable to its freight charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority of application shall 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.
2. When a party, other than the Shipper or Consignee on the Bill of Lading, is responsible for paying freight charges, such party is known as the “Third Party” and the billing procedure is known as “Third-Party Billing,” subject to the following conditions:
  - 1) The Third Party name and address must appear in the body of the Bill of Lading and shipping order at time of original tender.
  - 2) The Third Party and the Shipper or Consignee may not be affiliated.
  - 3) The Third Party may not be the majority owner of the Shipper or Consignee.
  - 4) The Third Party may not be the paying agent of the Shipper or Consignee.
3. Shipments qualifying for Third-Party Billing may move either prepaid or collect.
4. When a party on the Bill of Lading is affiliated with either the Shipper or Consignee and is responsible for paying freight charges, such party is a “Bill To.” Payment terms will be changed from prepaid to collect if the “Bill To” and Consignee are affiliated, or from collect to prepaid if the “Bill To” and Shipper are affiliated.
5. Priority of rates: The priority of the rates will be as outlined in the following chart with the first rate listed being applied if such a duly negotiated rate program is in place and if not, then the next listed rate program will apply. If no program is in effect, then the default program will apply. PPD is the abbreviation for prepaid and COL is collected.
  - 1) No invoicing instructions (i.e., Bill To not completed): PPD
    - a) Use the Shipper’s outbound PPD program
    - b) Use Consignee’s inbound PPD program
    - c) Use default UTPA 500 series tariff rates and charges effective on date of shipment
  - 2) No invoicing instructions (i.e., Bill To not completed): COL
    - a) Use Consignee’s inbound COL program
    - b) Use the Shipper’s outbound COL program
    - c) Use default UTPA 500 series tariff rates and charges effective on date of shipment
  - 3) Invoicing Instructions – Bill To: PPD
    - a) If Bill To is an address for the Shipper:
      - I. Use the Shipper’s outbound PPD program
      - II. Use the Shipper’s Bill To program
      - III. Use Consignee’s inbound PPD program
      - IV. Use default UTPA 500 series tariff rates and charges effective on date of shipment
    - b) If Bill To is an address for the Consignee:
      - I. Use the Consignee’s inbound COL program
      - II. Use the Consignee’s Bill To program
      - III. Use the Shipper’s outbound COL program
      - IV. Use default UTPA 500 series tariff rates and charges effective on date of shipment

## ITEM 104 – PRIORITY OF RATES AND CHARGES

- 4) Invoicing Instructions – Bill To: COL
  - a) If Bill To is an address for the Consignee:
    - I. Use the Consignee's inbound COL program
    - II. Use the Consignee's Bill To program
    - III. Use the Shipper's outbound COL program
    - IV. Use default UTPA 500 series rates and charges effective on date of shipment
  - b) If Bill To is an address for the Shipper:
    - I. Use the Shipper's outbound PPD program
    - II. Use Shipper's Bill To program
    - III. Use Consignee's inbound PPD program
    - IV. Use default UTPA 500 series rates and charges effective on date of shipment
- 5) Invoicing Instructions – Third-Party or "Bill To" address other than Shipper or Consignee: PPD
  - a) Use Third-Party program
  - b) Use the Shipper's outbound PPD program
  - c) Use Consignee's inbound PPD program
  - d) Use default UTPA 500 series tariff rates and charges effective on date of shipment
- 6) Invoicing Instructions – Third-Party or "Bill To" address other than Shipper or Consignee: COL
  - a) Use the Third-Party program
  - b) Use the Consignee's inbound COL program
  - c) Use the Shipper's outbound COL program
  - d) Use default UTPA 500 series tariff rates and charges effective on date of shipment
6. Others
  - 1) "In care of party" is defined as party authorized by owner to ship/receive goods.
  - 2) All shipments will be presumed as PREPAID unless specifically designated as COLLECT on the Bill of Lading.
  - 3) If shipment is moving to points outside of the continental United States or Canada, such as Alaska, Hawaii or Puerto Rico, then applicable Shipper pricing is applied. If Shipper has outbound COL pricing, then it will apply under these circumstances.
  - 4) For purposes of this rule, the payer of prepaid charges shall be determined at the time shipment is tendered, notwithstanding that a change in payer may be made by entity that states they are the debtor of the freight charges, subject to provisions outlined in Tariff UTPA 110 series Item 209.

## ITEM 105 – ARRIVAL NOTICE AND UNDELIVERED FREIGHT

### ARRIVAL NOTICE:

1. Actual tender of delivery at Consignee's address as shown on the Bill of Lading constitutes the notice of the arrival of a shipment except for shipments consigned to private residences, as defined in Tariff UTPA 110 series Item 223.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the Consignee no later than the next business day following the arrival of the shipment.
  - a. The notice will be given by telephone, if convenient and practicable; otherwise by mail, email, or fax.
  - b. If the Consignee's address is unknown to the Carrier, the notice will be mailed to the 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.

## ITEM 105 – ARRIVAL NOTICE AND UNDELIVERED FREIGHT

### UNDELIVERED FREIGHT: UNDELIVERED FREIGHT:

1. If a shipment cannot be delivered because of the Consignee's refusal or inability to accept it at the time Carrier makes an arrival notice, the Consignee and Shipper will be jointly and severally liable for all storage and special handling charges applied, regardless of whether the Bill of Lading is prepaid or collect.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. If Carrier does not receive disposition instructions within twelve (12) days from the date of the Final Notice of Freight On-Hand, Carrier may sell the freight and apply the proceeds to the accrued charges. Carrier shall not be liable for any loss or injury to any undelivered freight however caused, unless such loss or injury resulted solely from the failure of Carrier to exercise reasonable care.

## ITEM 106 – BILL OF LADING AND DRIVER SIGNATURE

The signature of a Carrier Driver/Sales Representative on any Bill of Lading other than a Carrier's Bill of Lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document. Unless there is a written agreement, separate from the Bill of Lading, signed by Shipper and Carrier, then the Carrier Bill of Lading Terms and Conditions will apply.

## ITEM 107 – BILL OF LADING – TERMS AND CONDITIONS

The terms and conditions that appear on the Carrier's Bill of Lading are shown here for convenience of reference but are also made applicable to all per pound pricing agreements where this tariff is used as a governing publication.

**Notice:** Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff UTPA 110 series in effect at time of shipment or may be obtained by request to Carrier. Shipment is subject to the release value provisions of the NMFC and as set forth in in Rules Tariff UTPA 110 series. ***Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental, or consequential damages.***

The shipper must identify the specific commodity on the bill of lading for all transportation moving under pallet, cwt, FAK or Non FAK rates. If the shipper fails to identify the specific commodity, Carrier will not be liable for any damages to or destruction of the commodity resulting from transportation on the same trailer with other freight that is either incompatible with or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the commodity moving under the FAK rates.

**Carrier liability with shipment originating within the United States and Canada:** Carrier's liability shall be based on the actual NMFC class of the shipment and is limited between \$0.50 and \$25.00 per pound as set forth in Tariff UTPA 110 series. Carrier's liability for all household goods, personal effects, and articles other than new, including but not limited to used, remanufactured, or refurbished articles, shall not exceed \$0.10 per pound per individual lost or damaged piece within the shipment. Carrier's highest level of liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$100.00 maximum total liability per shipment. Shipper may

ITEM 107 – BILL OF LADING – TERMS AND CONDITIONS

increase Carrier's limits on liability if the Shipper declares excess value on the Bill of Lading below, requests excess liability from the Carrier and pays an additional charge. For this purpose, the declared value of the property is hereby specifically stated by the Shipper to be \$\_\_\_\_\_ and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$100,000.00 per shipment.

Where the NMFC classification is dependent on value, Shippers are required to state specifically below in writing the declared value of the property as follows: The declared value of the property is specifically stated by the Shipper to be not exceeding \$\_\_\_\_\_.

**Shipper Certification:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

**Shipment Received:** The shipment is received subject to Tariff UTPA 110 series, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications, the Hazardous Materials Transportation Regulations (Title 49-CFR, Subtitle B, Chapter 1, Sub Chapter A-C), and the Household Goods Mileage Guide (HGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. The word "carrier" is defined throughout this document as meaning any person or corporation in possession of the property under this contract. It is mutually agreed as to Carrier and each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the backside of this Bill of Lading.

**"TERMS AND CONDITIONS"**

1. Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Rules Tariff UTPA 110 series, and Carrier's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.
2. Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Rules Tariff UTPA 110 series shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.
3. On demand described in this tariff will become void when conditions beyond carriers control and without its fault or negligence arise, including, without limiting and generality of the foregoing: acts of Gods or public enemy, fire or explosion, flood, actions of the elements, war, riots, Force Majeure, embargoes, quarantine, strikes, lockouts, disputes with workmen or other

ITEM 107 – BILL OF LADING – TERMS AND CONDITIONS

labor disturbances, acts of requests of any governmental authority, data communication or hardware failure beyond carriers control, or any cause beyond its control, whether or not similar to the forgoing.

4. The Shipper and Consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of shipment. Nothing in this Bill of Lading shall limit the right of the Carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.
5. The Shipper and Consignee shall be liable, jointly, and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered, or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
6. Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sum's payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
7. Carrier shall provide on request of the Shipper, a written or electronic copy of the rate, classification, rules, and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
8. Unless otherwise agreed upon by Carrier in writing, all payments due hereunder shall be made within fifteen (15) calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of invoice, or within a period agreed to by the parties in writing, are considered delinquent.

Carrier shall provide a written demand for all delinquent charges. Any delinquent charge not paid within thirty (30) days of the written demand shall be subject to the following late payment provisions:

When Carrier has advised debtor, in writing, of its intent to assign collection of delinquent invoices to an attorney or professional service for collection, and the delinquent charges are not paid in full within thirty (30) days, all delinquent invoices will be added up to thirty (30%) percent surcharge of invoice amount.

9. Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges or submit such claim to arbitration. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300530, unless such arbitration is submitted no later than thirty (30) days after the parties are unable to informally resolve the dispute or claim, but in no event shall such submission be allowed after 210 days of the date of the original bill.
10. Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.
11. Filing of Claims:  
Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by Carrier within nine (9) months after the date of

#### ITEM 107 – BILL OF LADING – TERMS AND CONDITIONS

delivery of such goods to the Consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law, against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300160, unless such arbitration is submitted no later than thirty (30) days after the Carrier has provided written notice that they are either unwilling or unable to informally resolve the dispute or claim.

12. Property not picked-up by the party entitled to receive it, within the free time allowed by Rules Tariff UTPA 110 series, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage terms and charges as listed in Rules Tariff UTPA 110 series Item 218. The owner, Shipper, and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.
13. Instructions on completing the "Bill To" Section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee, or any other party of joint and severally liability for the payment of charges.

#### ITEM 108 – NATIONAL MOTOR FREIGHT CLASSIFICATION (NMFC)

The ratings, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provisions or conditions published in this Tariff, abrogate and supersede those in the NMFC, which conflict.

When the rates or ratings in this Rules Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other conditions, the rates or ratings which are prescribed in such commodity items or exceptions to the NMFC, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements, or other provisions or conditions) prescribed therefore, in connection with the ratings in the NMFC on the same commodity.

Where descriptive headings or individual listings shown in this Tariff correspond to the descriptive headings or individual listings used in the NMFC, such descriptive headings or individual listings will be understood to include all notes or other qualifying statements which appear in connection with such corresponding headings or listings in the NMFC. Where notes or other qualifying statements in the NMFC refer only to "Classes," such reference will also be taken to refer to "Classes" in this Tariff.

**ITEM 109 – CLASSIFICATION OF COMBINED ARTICLES (EXCEPTION TO NMF 100 ITEM 422)**

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

**ITEM 110 – RATE QUOTE**

1. When Carrier has furnished either orally or in writing an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to Carrier.
2. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the Carrier or the Shipper.
3. All transportation charges on a shipment will be assessed on the basis of tariff provisions in effect at the time of shipment, as applicable to the weight, commodity, or commodities shipped, and transportation and related services performed in connection therewith.
4. All transportation charges on a shipment may be subject to Volume Shipment Pricing.

**ITEM 111 – EXCLUSIVE USE (EXCEPTION TO NMF 100 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:

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

**SECTION 2—Exclusive Use of Vehicle or Doubles-trailer**

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

1. Charges will apply to each vehicle or doubles-trailer used to transport the shipment.
2. The request must be given in writing or placed on the Bill of Lading and shipping order.
3. When Bill of Lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle or doubles-trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph (5).

**ITEM 111 – EXCLUSIVE USE (EXCEPTION TO NMF 100 ITEM 595)**

5. 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 notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
6. The charges for this service will be assessed between the point of origin and point of destination based on Tariff UTPA 500 series current at date of shipment rates, and will be for the actual weight of the shipment at the applicable rate, subject to a 50% discount, but not less than the minimum charge for each vehicle or doubles-trailer used, computed on a weight of:
  - 30,000 pounds at the Class 70 scale, 15M rate for a vehicle; or
  - 20,000 pounds at the Class 70 scale, 15M rate for a doubles-trailer
7. Charges are to be paid or guaranteed by the party requesting the services.
8. When the request for exclusive use of vehicle or doubles-trailer is made by the Shipper or Consignee after shipment has been received 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.

**ITEM 112 – DELAYED DELIVERY – PROTECTIVE SERVICE**

The Carrier will not be responsible for any damage to shipments containing commodities requiring protection from heat or cold if said damage is the result of a delay in delivery because of the need for a delivery appointment, notification prior to delivery, any other delay in delivery not directly attributable to negligence on the part of the Carrier, or if the shipment is refused by the Consignee, or if Shipper insists on a pickup when Carrier has declared an embargo on temperature sensitive commodities.

**ITEM 113 – CURRENCY EXCHANGE AND PAYMENT OF CHARGES**

For purposes of determining the rates of exchange for shipments between the United States and Canada, the following will apply:

The rate of exchange between the United States currency and the Canadian currency shall be calculated by Carrier utilizing a market currency exchange rate that is updated on a daily basis (excluding weekends and holidays on which the markets are closed) , which will govern shipments picked up for that same day. Should the governing day fall on a day where no exchange rate is available, the exchange rate for the preceding quoted day will govern.

**ITEM 114 – MINIMUM CHARGE – HOUSEHOLD GOODS AND/OR PERSONAL EFFECTS**

The minimum charge for an LTL shipment of household goods or personal effects, other than military personal effects moving on a Government Bill of Lading, as described in NMF 100 Items 100200 and 100240, will be for 500 pounds at class 150, but not less than the minimum charge published between the origin and destination.

**ITEM 115 – MIXED COMMODITY SHIPMENTS (EXCEPTION TO NMFC RULES ITEM 640 SECTION 3)**

The provisions of Item 640 Section 3 of NMF 100 do not apply.

Unless otherwise provided, a shipment which consists of articles subject to more than one commodity description of articles, where one or more articles are not accurately identified on the Bill of Lading, will be rated at the applicable class shown 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.

Where articles are unitized with a pallet, platform, rack, or skid, the pallet, platform, rack or skid constitutes the shipping package or a part thereof and shall be included in the computation of density.

Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect on date of shipment shall be considered released at the lowest released value stated therein.

| DENSITY (PCF-POUND 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    |

When properly describing the commodity(s) contained in a shipment, customers may separate a line item description on the Bill of Lading for the pallets, platforms, racks or skids. The weight of pallets, platforms, racks or skids must be shown on the Shipping Order and Bill of Lading and will be charged for at the lowest class applicable to any article comprising not less than 5 percent of the weight unitized on such pallets, platforms, racks, or skids.

**ITEM 116 – PICKUP AND DELIVERY**

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 (see Item 234 for Saturdays, Sundays, Holidays, or After-Business Hours Pickup or Delivery) are subject to the provisions indicated below:

1. **PICKUP:** At the request of the Shipper, the Carrier will furnish and place Carrier's vehicle at the loading site designated by the Shipper to pick up a shipment tendered for transportation.
2. **DELIVERY:** The delivery of a shipment by the Carrier to the place of delivery specified on the Bill of Lading will include the placing of Carrier's vehicle at the delivery site designated by the Consignee.
3. Where Consignee requires the Carrier to assemble and drop-deliver consolidated trailer loads

#### ITEM 116 – PICKUP AND DELIVERY

for Consignee to unload, the Carrier will comply. All shipments will be checked and verified by the Carrier prior to loading. Each shipment will be manifested on the drop trailer manifest. The trailer will be sealed and tendered to the Consignee along with the manifest and the delivery bills. The Consignee will sign the manifest and Carrier will retain a signed copy of the drop manifest along with the control copies of the delivery receipts. At this time, all shipments shown on manifest will be considered delivered, in the amount as documented by Carrier.

Consignee will return delivery receipts and completed manifests to Carrier within 48 hours. Where Consignee takes exception, and a conflict exists between Consignee's and Carrier's documentation, Consignee must provide conclusive and substantial evidence of Carrier negligence. In the absence of such evidence the Carrier's documentation will maintain its veracity, and Carrier liability will not be established, except as indicated on Carrier's documentation.

#### ITEM 117 – LOADING/UNLOADING BY CARRIER

1. Carrier will furnish only one employee per vehicle for loading or unloading except when the consignor or consignee requests Carrier to furnish extra labor for loading or unloading.
2. Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating nor the opening of packages or unitized shipments including shrink wrapped or banded freight on pallets or skids. ii. Loading or unloading service does not include furnishing or use by Carrier's employee of any special loading or unloading equipment. When such equipment is used or necessary, the consignor or consignee must furnish it and the labor to use it, excepting that Carrier's employee may use hand trucks or non-riding 4 wheeled carts or pallet jacks if furnished by the consignor or consignee.
3. At each location where extra labor other than the driver is provided, the charge will be as follows: \$120.00 per person per hour, subject to a minimum charge of \$325.00 per person per day.
4. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is completed.
5. Such Charges will be in addition to all other lawful charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee or third party.
6. **Note 1:** Freight shall be deemed to be immediately adjacent to a space suitable for Carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for Carrier to place its vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used. When two or more shipments are placed by the Shipper as close as practicable to a parking space suitable for Carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor Carrier. When Shipper assigns to two or more Carriers designated spaces in shipping room or loading platform where outgoing freight will be placed by the Shipper for pickup by the designated Carriers and all such assigned spaces are as close as practicable to a parking space suitable for Carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately

ITEM 117 – LOADING/UNLOADING BY CARRIER

adjacent to such parking space.

ITEM 118 – ADVANCED PAYMENT AND GUARANTEE OF CHARGES

When instructions are received by a Carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the Bill of Lading.

When a collect shipment is consigned to a party at one point or site with instructions to collect freight charges from another party at the same or a different point or site, such shipment will be accepted only when the Shipper guarantees the freight charges on the Bill of Lading.

A shipment on which charges are to be paid by a party other than the Shipper or Consignee will be accepted provided that the Shipper has established credit with the Carrier picking up the shipment at origin and guarantees to pay the charges if the Third Party fails to do so.

1. All ocean charges must be prepaid. Ocean charges will not be advanced by Carrier.
2. All rates and charges on shipments for export to Mexico must be prepaid.
3. Freight charges must be prepaid on all shipments consigned to, or in care of, trade shows, traveling shows, and exhibits.
4. Subject to Note 1 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:
  - 1) All charges on such shipments must be prepaid.
  - 2) The post office stamp on the Carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment.
  - 3) Packages must carry sufficient postage for movement to destinations.

**Note 1:** The provisions of this rule will not apply on property shipped by or for the government on government Bills of Lading, or commercial Bills of Lading endorsed to show that such Bills of Lading are to be exchanged for government bills of lading at destination or that actual transportation costs will ultimately be prepaid by the government.

5. Any shipment moving by a Carrier, consigned to or through a Shippers' association, freight consolidator, freight distributor, or similar firm, will be handled only when fully prepaid to point where it is delivered by Carrier to such association, consolidator, distributor, or other firm. Any transportation or other charges incurred or payable beyond said point of delivery will not be collectible by or the responsibility of Carrier. Shipments as described above will NOT be accepted when moving collect on Delivery (COD), or on an Order Bill of Lading.

## ITEM 120 – RETURNED UNDELIVERED SHIPMENTS

Undelivered shipments that are returned to the Shipper at the Shipper's request prior to loading and movement to line-haul, will be subject to the following rates and charges:

Change in documentation: \$100.00 per shipment. If the returned undelivered shipment is consigned anywhere other than the original Shipper, the shipment will be handled as a reconsignment.

## ITEM 121 – FOREIGN TARIFFS

Base rating tariffs not published by Carrier are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's bill, and the bill indicates origin and/or destination United States ZIP and/or Canadian Postal Codes that are not identified and included within the foreign tariff, then rating of the shipment will be accomplished using the current version of Tariff UTPA 500 series (includes standard discounts published as part of Tariff UTPA 110 series).

## ITEM 122 – OVERCHARGE CLAIM FILING PROCEDURES

1. Claims for overcharge, duplicate payment, or over-collection shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
2. Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
  - 1) The rate, classification, or commodity description or weight claimed to have been applicable,
  - 2) Complete tariff authority for the rate, classification, or commodity description claimed,
  - 3) Freight bill payment information, and
  - 4) Other documents or data which is believed by claimant to substantiate the basis for its claim.
3. Claims for duplicate payment and over-collection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.
4. Carrier may accept copies instead of the original documents required to be submitted in this item where the Carrier is furnished with an agreement entered into by claimant who indemnifies the Carrier for subsequent duplicate claims that might be filed and supported by the original documents.
5. Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Debtor must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Debtor shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods.

**ITEM 123 – LIABILITY STATEMENT**

1. Unless otherwise provided, Carrier maximum liability due to damage or loss is limited to \$2.00 per pound for shipments rated at actual NMFC class, or \$1.00 per pound for any shipment rated at minimum charge, FAK Rate, Unit Rate, unless NMFC states it to be less as per the proper freight classification. In no case shall the liability of the Carrier for loss or damage exceed the actual value of the shipment plus freight charges paid.
2. If a shipment is tendered to Carrier and the Consignor fails or declines to release the shipment's value, the shipment will be considered as being released to a value not exceeding \$0.10 per pound per package or article.
3. Cargo is considered NEW only if it is tendered for transportation directly from the manufacturing facility, and it remains in its original box, carton, crate, or shipping container, and has never been removed from the manufacturer's original packaging.
4. All cargo not considered NEW under this definition is considered USED, even if it has not actually been used for the intended purposes.
5. If cargo has been reconditioned, refurbished, rebuilt, remanufactured, or it is considered USED for the purpose of the applicable rates and liability limits, even if such is shipped in its original packaging or similar to its original packaging.
6. Used cargo includes all commodities other than new, including but not limited to internet auctions, interplane moves, articles of household goods, personal effects, antiques, and display or demonstration models. These articles will only be accepted for transportation as USED cargo.
7. Shipments tendered to the Carrier and the Consignor fails or declines to release the shipments value required by the NMFC, the Carriers liability will be limited as stated in Part 1 above.
8. It is the responsibility of the shipper/consignor to ensure the proper packaging is used and that contents of the package(s) are adequately and securely packaged, wrapped, and cushioned for transportation. Carrier is not liable when loss, damage, or destruction is caused.
9. All claims for loss, damage or destruction must be filed within nine months after delivery or within nine months after the date of the bill of lading for non-delivery. Failure to file within the nine (9) months will result in claim denial. Any lawsuit for cargo claims shall be instituted against the carrier no later than two (2) years from the date when written notice is given by Unis to the claimant that it has disallowed the claim, or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted in accordance with the foregoing provisions, Unis shall not be liable and such claim will not be paid.
10. Carrier follows NMFC guidelines for packaging requirements.
11. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier.
12. In no case shall Unis LLC be liable, and it hereby disclaims responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, economic loss, penalties, lost profits, fees, interest, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of Unis LLC, whether foreseeable, disclosed or not.

## ITEM 123 – LIABILITY STATEMENT

13. Cost of Labor Carrier will not pay labor charges exceeding \$40.00 per hour associated with repairing or otherwise on a claim for a shipment that has been lost or damaged.
14. In the event that, Unis LLC receives cargo named in Item 710, Unis LLC shall hold the party that arranged for Unis LLC to handle the shipment solely responsible and liable for any penalties and/or damages resulting from transportation of the prohibited or Limited Liability items. Unis LLC liability will be \$0.00 per pound in the case of any loss or damage if any of the prohibited items in Item 710 are inadvertently tendered to Unis LLC. The “Party that arranged for Unis LLC’s handling” of these items may be a shipper, a 3rd party provider, or an interline carrier.
15. **Minimum Claim Amount:** The minimum amount of a claim that may not be considered by Carrier is \$50.00.
16. Claims for concealed damages and loss must be submitted to carrier within three (3) business days of delivery. When concealed damage claim is received by the carrier, the property value shall not exceed one third (1/3) of stated release value. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in possession of the Carrier.
17. **Carrier’s Liability for Household Goods:** Carrier’s liability on household goods shall not exceed ten cents (\$0.10) per pound per individual lost or damaged piece within the shipment, or \$100.00 per shipment.
18. **Carrier’s Liability for Shipments Using Spot Quotes:** A “Spot Quote” is a rate given to Shipper outside of the normal tariff rates. Carrier’s liability for loss or damage to any article(s) or part(s) thereof, for which a Spot Quote determines the freight charge, is limited to a maximum of \$0.50 per pound per individual lost or damaged piece unless the Shipper requests excess liability coverage, declares the value on the Bill of Lading, and pays the additional charge.
19. **Carrier’s Liability for Pallet or Pup/Truckload Rated Shipments:** Pallet, Pup, and Truckload rates are commodity rates given to the Shipper. Carrier’s liability for Pallet, Pup, or Truckload Rate programs are limited to a maximum of fifty cents (\$0.50) per pound per individual lost or damaged piece within the shipment, unless the Shipper requests excess liability coverage, declares the value on the Bill of Lading, and pays the additional charge.
20. **Carrier’s Liability for Shipments Tendered by Broker or Freight Forwarder:** If one or more Bills of Lading or contracts of carriage covers the shipment, Carrier’s liability shall be limited to the lesser amount stated on any agreement which controls any portion of the shipment’s movement. Carrier shall not be liable to any third party unless the third party provides actual proof of payment. In no event shall Carrier’s liability exceed the amount paid by any third party.
21. **Carrier’s Liability for Shipments of Food or Animal Feed Subject to Regulation by the Food and Drug Administration:** If a shipment containing food subject to regulation by the Food and Drug Administration (“FDA”), including but not limited to the rule on the sanitary transportation of human and animal food pursuant to the Food Safety Modernization Act, is tendered to Carrier, the party tendering such shipment warrants and represents that the food has been packaged so as to ensure such food does not become contaminated or adulterated during transit, and shall otherwise remain in safe and sanitary condition. In no event will Carrier be obligated to provide any specialized handling, and any failure or alleged failure by the Carrier to comply with specialized instructions shall not, in and of itself, result in any presumption that the shipment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose or use. Carrier’s liability for shipments which are subject to any such FDA regulations shall in no event exceed

ITEM 123 – LIABILITY STATEMENT

the applicable limitations of liability set forth in this tariff. Notwithstanding anything stated in this tariff to the contrary, under no circumstances shall Carrier be obligated to perform the duties of a “Shipper” as that term is defined in the federal regulations addressing Sanitary Transportation of Human and Animal Food (21 C.F.R. Part 1, Subpart O [§ 1.900 et seq.]), or other similar regulations which may be enacted from time to time.

BY TENDERING ANY SHIPMENT WHICH CONTAINS FOOD INTENDED FOR HUMAN OR ANIMAL CONSUMPTION, INCLUDING ARTICLES USED FOR COMPONENTS THEREOF, THE SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE TRANSPORTATION EQUIPMENT IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY STANDARDS APPLICABLE TO THE COMMODITIES IN QUESTION. ANY THIRD-PARTY MAKING SHIPPER’S COMMODITIES AVAILABLE FOR TRANSPORTATION IS FULLY AUTHORIZED TO ACT ON BEHALF OF SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED TRANSPORTATION EQUIPMENT IS ACCEPTABLE.

**22. Carrier’s liability for Specific NMFC Item Commodities:**

*Carrier’s liability for commodities listed below shall not exceed \$0.10 per pound with a Maximum of \$10,000 per occurrence.*

- Articles “Used,” “Reconditioned,” or “Refurbished,” including but not limited to the following commodities and their Components: Automobile parts (17800–20104), Electrical equipment (60500–63561), Machinery (114000 - 133320), Vehicles, motors, parts (188500–193050)
- Baths, Bathtubs, Pool Shells, Shower Baths (Showers), Shower Stalls or Spas, NOI (158260 Subs 1-9), Personal Effects (Other than Government Van Packs or Crates) (100240–100251), Property bought over the internet from companies including, but not limited to, eBay, Amazon, or others which is not new merchandise.

*Carrier’s liability for commodities listed below shall not exceed \$0.50 per pound with a Maximum of \$50,000 per occurrence.*

- Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, Exhibition, NOI (154630), Uncrated Machinery (114000–133320) Carrier’s liability for commodities listed below shall not exceed \$1.00 per pound with a Maximum of \$20,000 per occurrence.

*Carrier’s liability for commodities listed below shall not exceed \$1.00 per pound with a Maximum of \$20,000 per occurrence.*

- Air coolers, Air Conditioners, Air Handlers, Evaporators, Heat Pumps, or Refrigeration (114125), Compressors or Air Ends NOI (118100) Cooling or Freezing Rooms, NOI, or Parts Thereof, NOI; Cooling or Freezing Boxes or Refrigerators, NOI, or Parts thereof, NOI; other than Household (53180), Copy Machines (116030), Furniture (79000–82670), Doors, without Glass (34265), Fireplaces and Fireplace Inserts and Decorative Doors (69310–69482), Furnaces, House Heating, Hot Air (26280), Metal Storage Cabinets (80250–80480), Tops, Cabinet, Chest, Counter, Desk, Stool, Table (83620), Trailer frames (191860), Water Heaters (26520)

ITEM 124 – INSPECTION OF FREIGHT- WEIGHTS AND RESEARCH

All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason including, but not limited to, confirmation that the shipment contains the items described on the Bill of Lading, that the shipment does not violate applicable laws,

## ITEM 124 – INSPECTION OF FREIGHT- WEIGHTS AND RESEARCH

rules, regulations, or tariff provisions, or for any other reason determined as necessary at our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of your shipment is proof of your compliance with any such applicable provisions. By tendering the shipment to us, Shipper, Consignee, and any interested Third-Party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action, or event arising out of such inspection, except to the extent that Carrier is grossly negligent in performing the inspection.

When the commodity description on a Bill of Lading fails to conform to item 360, Section 2 (c) of NMF 100 in that the commodity(s) descriptions are not sufficient for the Carrier to ascertain the nature of the goods being shipped and the applicable classification, shipments will initially be billed/rated using Class 175 and the shipment may be subject to inspection. If the commodity is not identifiable upon immediate visual inspection, the Carrier reserves the right to use total shipment density to assign the shipment a class based on the table below in order to protect the packaging integrity of the shipment.

A pallet will be assumed to be 64 cubic feet. The class will be based on the resulting PCF. If the BOL does not list pallets, the handling unit will be assumed to be 64 cubic feet.

| DENSITY (PCF-POUND 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    |

When the information is found to be incorrect, the carrier freight bill will be corrected, and freight charges assessed according to the proper description and weights.

I. In the event of a weight correction, when the shipper palletizes mixed commodities. The corrected weight will be charged at the highest rated commodity in the shipment.

II. Density will be determined by the cube utilized as defined by the Shipper's bill of lading as the weight shown, unless the Carrier determined the weight on the bill of lading to be in error, or the shipper provides documentation that the weight was in error.

When the inspection and/or reweigh of a shipment result in a change of \$1.00 or more, or a weight change of 100 pounds or more above the stated BOL weight, an additional inspection charge of \$30.00 will apply. When a shipment was previously spot quoted and is overstated during the spot quote, the spot quote rate will apply and will be subject to an inspection charge if overstated by 200 pounds.

#### ITEM 125 – INVOICING REQUIREMENTS

Carrier shall reference a PRO number on each invoice. Unless otherwise agreed upon by the parties in writing, Carrier shall not be required to include on its invoice any other shipment identifier. Other identifiers include, but are not exclusive of, purchase order numbers, scope of work number, department name or code, plant number or code, Shipper account number, Consignee account number, or any other identifier used for the internal billing requirements of the Shipper or Consignee.

#### ITEM 126 – INADVERTENCE CLAUSE – APPLICATION OF CLASSES (EXCEPTION TO NMF 100 ITEM 170)

As an exception to Item 170 of the NMF 100 series, if the actual density or density group is not shown and the shipment is inadvertently accepted, charges will initially be assessed at Class 100. Upon submission of satisfactory proof of a higher actual density or lower class, freight charges will be adjusted accordingly, and the shipment will be subject to a charge pursuant to Rules Tariff UTPA 110 series Item 209, in addition to all other lawfully applicable charges.

#### ITEM 127 – CLASS 0 COMMODITIES

1. If the National Motor Freight Classification publishes a “0” rating for a commodity, the applicable class shall be Class 500.
2. If the National Motor Freight Classification publishes a “not taken” provision, any shipments inadvertently picked up and handled by UNIS shall be considered Class 500.

#### ITEM 128 – VOLUME SHIPMENT PRICING

All shipments tendered to Carrier may be eligible for Volume Shipment Pricing subject to the following conditions:

1. Shipments must have its point of origin and its point of destination in the contiguous 48 United States (excluding Alaska and Hawaii).
2. Applicable on all rate bases.
3. Application of Volume Shipment Pricing will modify contractual terms in effect between Carrier and the parties.
4. Volume Shipment Pricing applies to freight shipments that do not exceed the capacity of a 28’ trailer and/or subject to the maximum legal weight allowed by law. Shipments that exceed these limits will be rated as multiple shipments.
5. Shipments subject to Exclusive Use, Rules Tariff UTPA 110 series [Item 111] shall not be eligible for Volume Shipment Pricing.

**ITEM 129 – DISPUTE RESOLUTION (EXCEPTIONS TO NMF 100 ITEMS 300160 AND 300530)**

As an exception to Item 300160 of the NMF 100 Series, any dispute arising from a freight claim for loss or damage exceeding ten thousand (\$10,000) dollars shall be excluded from the requirement of being submitted to binding arbitration.

As an exception to Item 300530 of the NMF 100 Series, any dispute arising from an overcharge claim or unidentified or duplicate payments exceeding ten thousand (\$10,000) dollars shall be excluded from the requirement of being submitted to binding arbitration.

**ITEM 130 – BUMPING RULE (EXCEPTION TO NMFC ITEM 171)**

‘Bumping’ is the declaration on the Bill of Lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being ‘bumped’ to qualify for a lower classification rating.

‘Bumping’ may be performed under the provisions of NMF 100 Rule Item 171 subject to the following:

1. ‘Bumping’ provisions may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC.
2. Shipper may only ‘Bump’ to the next lower (NMFC) class or rating.
3. ‘Bumping’ provisions may NOT be utilized in order to ‘bump’ into an exception rating or freight all kinds (FAK) provision.
4. In each instance where the provisions of this rule are utilized, the Shipper must show on bills of lading and shipping orders at time of shipment the:
  - 1) Actual cube,
  - 2) Actual weight,
  - 3) Density group (sub) embracing the actual density,
  - 4) Declared density, and
  - 5) Resultant weight for billing purposes (declared weight) of the package(s) or piece(s) for which density is being bumped.

## PART 2: RATES AND CHARGES

### ITEM 201 – ADVANCING CHARGES (EXCEPTION TO NMF 100 ITEM 300)

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 the shipment (subject to Note 1). The basis of charges to be advanced, as shown in Note 1, must be stated on Bill of Lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be billed to the same party paying the line-haul charges.

The charges for advancing charges will be five percent (5%) of the advanced amount, subject to a minimum fee of \$100.00 per bill.

**Note 1:** The term “charges incidental to the transportation of the shipment” shall include only the following:

1. Charges for packing or crating of the shipment.
2. Loading or unloading charges.
3. Inbound transportation charges, not a part of the continuous through movement of the shipment.
4. Inbound transportation charges when such charges are derived from rates or charges on file with the Federal Maritime Commission.
5. Drayage charges (subject to Note 2).
6. Drayage charges (subject to Note 2) or inbound line-haul transportation charges when payment of such charges is guaranteed in writing by the Shipper or its agent.
7. In-bond or custom house charges.
8. Wharfage or handling charges on import shipments.
9. Warehouse storage or warehouse handling charges.
10. Broker’s fees on customs or in-bond freight.

**Note 2:**

The term “Drayage” as used in this item shall mean local transportation within the pickup service center area, from actual origin to the line-haul Carrier’s dock.

### ITEM 202 – C.O.D. SHIPMENTS

Unless otherwise provided in Carriers’ tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

1. The letters “COD” must be stamped, typed or written on all bills of lading immediately before name of consignee; OR, “COD” in red letters at least one inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street address of Shipper and Consignee must be shown on Bill of Lading and shipping order. The following information must be shown on any shipment that is tendered for COD:

ITEM 202 – C.O.D. SHIPMENTS

Collect on Delivery \$\_\_\_\_\_ and remit to:  
 Street \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ ZIP \_\_\_\_\_  
 COD fee to be paid by:  
 Shipper \_\_\_\_\_ Consignee \_\_\_\_\_

2. Carrier will not accept COD shipments with a value of more than \$5,000.00. If shipment is inadvertently accepted for an amount higher than \$5,000.00 it will be returned to Shipper. If Carrier inadvertently accepts a COD shipment with an amount higher than \$5,000.00, Carrier's liability, if any, will not exceed \$5,000.00.
3. Only the following forms of payment will be accepted in payment of COD amounts:
 

*(a) bank cashier's check; (b) bank certified check; (c) money order; or (d) personal check of the Consignee.* Failure of the Shipper to specify the method of payment would make a bank cashier check, bank certified check, money order, or personal check acceptable. All checks and money orders shall be made payable to the Shipper. The Carrier will accept checks and money orders only as the agent of the Shipper, and the Carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to Shipper. Carrier will not be liable for COD amounts not collectible because of stop payment, insufficient funds, invalid signature, uncollectible funds, forgery, or any other reason beyond Carrier's control, even when Carrier is specified as the Payee on COD check. Carrier will not be liable for accepting a specified form of payment and will not be liable or obligated to take independent steps to verify the instrument.
4. The fee for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be six percent (6%) of the COD amount, subject to a minimum COD fee of \$100.00 per COD bill.
5. Carrier, will upon written request from the Shipper, change the status of a COD shipment (except as prohibited by rules and regulation above) by increasing, reducing, or canceling the amount of the COD, subject to the following provisions:
  - a. The request must be received by the delivering Carrier in time to accomplish the change requested prior to effecting delivery of this shipment.
  - b. A charge of \$100.00 per shipment will be made for increasing, reducing, canceling, or adding the COD amount.
6. Carrier will, upon written authorization from Shipper, change the form of payment of COD amounts to accept Consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$100.00 per shipment. If request received after the shipment has been tendered for delivery and refused by Consignee, the shipment will also be assessed the applicable redelivery charge as provided in Carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge if any.
7. Packaging:
  - a. Each package must be plainly marked, labeled or tagged by consignor showing letters COD and the name and address of consignor and consignee in accordance with Item 580 of the NMFC.
  - b. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.

#### ITEM 202 – C.O.D. SHIPMENTS

- c. If consignor desires to forward invoice or collection papers, they must be securely attached to the Bill of Lading must show the following information:
    - i. “Attached invoice (or invoices) to accompany shipment to destination.”
8. Order Notify shipments will not be handled. If handled inadvertently, then a shipment moving on Order Notify Bills of Lading will be subject to a charge of six percent (6%) of the amount subject to a minimum of \$380.00, to cover the liability for handling of such Bills of Lading. This charge will be in addition to all other applicable charges and will be collected from the party paying the freight charges.

#### ITEM 203 – BLIND SHIPMENTS

A blind shipment is when a third party controls the movement of the freight but does not want the Shipper or Consignee to know the name of the other. The following conditions must be met:

1. Two bills of lading are required, and both must be Prepaid.
2. A charge of \$150.00 will apply in conjunction with all other applicable charges.
3. Section 7 of the Bill of Lading cannot be signed.
4. Carrier will not ensure the confidentiality of the transaction.
5. The party requesting the service must have established credit.
6. The actual Shipper name and address consigned to the applicable Carrier service center must be annotated on the original Bill of Lading.
7. The corrected Bill of Lading will identify Carrier as the Shipper with the Shipper’s state/province and zip/postal code and the actual Consignee name and address.
8. The corrected Bill of Lading must reflect a Third Party, which must have an account and established credit with Carrier.
9. The invoice is generated from the corrected Bill of Lading and corrected Bill of Lading charges shall not apply.
10. Freight bill will reference corrected Bill of Lading info and the original Bill of Lading pro number.

#### ITEM 204 – LATE PAYMENT CHARGE

Unless otherwise agreed upon by Carrier in writing, all payments due hereunder shall be made within 15 calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

Carrier shall provide a written demand for all delinquent charges. Any delinquent charge not paid within thirty (30) days of the written demand shall be subject to the following late payment provisions:

When Carrier has advised debtor, in writing, of its intent to assign collection of delinquent invoices to an attorney or professional service for collection, and the delinquent charges are not paid in full within thirty (30) days, all delinquent invoices will be added 15% surcharge of invoice amount, subject to a minimum of \$30.00 charge.

#### ITEM 205 – RETURNED CHECK FEE

Upon receipt of written notification that a check has been returned to the Carrier for nonpayment due to insufficient funds, closed account, or any other reason outside the control of the Carrier, a charge of \$80.00 for each returned check will be applied against the customer's account.

The Carrier will provide the debtor with written notification of the additional amount due and shall include the original invoice amount.

This charge would be in addition to all other lawful charges published herein.

#### ITEM 206 – GUARANTEED SERVICE

Customer may request Guaranteed Service by clearly and legibly marking the words "Guaranteed Service" in the body of the Bill of Lading, and notifying the Carrier Driver/Sales Representative who picks up the shipment that Guaranteed Service is being requested. In addition to marking "Guaranteed Service" in the body of the Bill of Lading, entering a big letter "G" will be accepted. This service provides a guarantee that Carrier will deliver the entire shipment within the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading. A customer may request Guaranteed Service on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Carrier. Only points where Carrier provides direct service are included. The five-digit United States ZIP Code or six-character Canadian Postal Code will establish the points of origin and destination. A spot rate will be added to the price of the shipment. Should Carrier not tender or make the shipment available for delivery within the standard transit time, an invoice for the shipment will be automatically issued with ZERO net line-haul charges, excluding the elimination of any accessorial rates or charges that may apply. The shipment must be ready for pickup no later than 5 PM local time on the day of shipment.

Carrier shall not be liable for any failure to perform its Guaranteed Service or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, Consignee, or owner of the goods, or any cause beyond Carrier Freight's control.

The following cannot move via Guaranteed Service:

1. Deliveries requiring lift-gate equipment;
2. Shipments requiring temperature control;
3. Shipments marked as Hazardous Materials or that subsequently require the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
4. Shipments with an aggregate weight of 20,000 pounds or heavier; and
5. Shipments marked as Exclusive Use, Rules Tariff UTPA 110 series Item 111.

#### ITEM 207 – NOTIFICATION PRIOR TO DELIVERY (NO APPOINTMENT)

When a Bill of Lading or any shipping order is tendered bearing any notation requiring Carrier to provide notification prior to delivery, such as, “Call for Carrier convenience” or “Call before delivery,” or if Carrier is required in any way to give notice prior to delivery, the charge for this service shall be \$30.00. When Notification Prior to Delivery is requested on the original Bill of Lading, the charge for notification will be charged to the party responsible for all other charges (Shipper if a prepaid shipment and Consignee if a collect shipment). This item will not apply on shipments subject to Item 208 herein: “Time Date Critical or Appointment” shipments.

#### ITEM 208 – TIME DATE CRITICAL OR APPOINTMENT

When a shipment is tendered bearing any notation or requires any special handling instructions whatsoever, requesting Carrier to “deliver on” a particular date, or “deliver between” a particular date range, or contains a notation such as “appointment required” or other similar wording indicating any time-specific delivery, it will be considered a request to establish an appointment prior to delivery, and the charge for this service shall be \$50.00. Shipper acknowledges that “Time Date Critical or Appointment” (collectively “TDC”) shipments are subject to Carrier’s published transit times. TDC shipments that request Carrier to deliver within a particular date range or time frame that is inconsistent with Carrier’s published transit times shall be Shipper’s authorization for Storage in accordance with Item 218 herein.

**NOTE:** A shipment tendered with a notation of “deliver by” such and such a date will not be subject to this item as long as that date is consistent with Carrier’s published transit times.

#### ITEM 209 – BILLS OF LADING – CORRECTIONS

Changes to shipment terms, shipper, Consignee, including origins and destinations, description, NMFC class, pieces, and/or weight can be made by the Shipper within thirty days (30) days after the shipment has been accepted by the Carrier. The Consignee may request a change in the terms of payment from prepaid to collect. The changes must be in writing in the form of a letter on the Shipper’s letterhead, or a corrected Bill of Lading, both of which require written authorization from the Consignee as well. Carrier will assess a charge of \$30.00 each time a correction is made at the request of the Shipper and/or Consignee. Each request can contain more than one correction by the Shipper. This charge will apply in addition to all other rates and charges found in Rules Tariff UTPA 110 series or other rating or pricing agreement between Shipper and Carrier. No changes will be accepted that increase Carrier’s liability regarding loss or damage.

#### ITEM 210 – WEIGHING OF SHIPMENTS

1. Weight not on Bill of Lading:  
If Shipper fails to indicate a weight of their shipment on the original Bill of Lading, Carrier will not charge a fee to weigh the shipment. If the Shipper does not know weight of the shipment, they should not guess, but should enter a notation on the Bill of Lading to the effect of “PLEASE WEIGH.” If Carrier reweighs shipment and finds that the weight entered on the Bill of Lading is incorrect, shipment will be subject to the following reweigh fee.

ITEM 210 – WEIGHING OF SHIPMENTS

2. Reweigh of Shipment
  - a) In the event Carrier reweighs the shipment and the difference in weight is an increase of 100 pounds or greater than the weight stated on the Bill of Lading and the increase in weight results in increased freight charges of \$1.00 or more, a reweigh fee of \$30.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
  - b) In the event the Carrier applies a reweigh correction pursuant to paragraph (a) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment.

ITEM 211 – RECONSIGNMENT OR DIVERSION

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

1. **DEFINITIONS:** 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/Consignee.
  - b. A change in the place at which freight will be delivered.
  - c. Shipments requested to be returned to the original Consignor.
  - d. Relinquishment of shipment prior to delivery to the ultimate destination.
2. **CONDITIONS:**
  - a. Requests for reconsignments must be made in writing or confirmed in writing by the party responsible for the freight charges. 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 reassign a shipment.
  - b. Carrier will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.
  - c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
  - d. Only entire shipments, not portions of shipments may be reconsigned.
  - e. An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed, or exchanged.
  - f. Instructions for reconsignment of COD shipments will be accepted only from the party responsible for freight charges.
  - g. Marking or Tagging (See Item 580).
3. **CHARGES:** A request for reconsignment or diversion of a shipment will be subject to the following definitions, conditions, and charges:
  - 1) When reconsignment is requested prior to tender of delivery, a charge of \$75.00 per shipment plus published tariff rates to and from reconsignment point, but not less than published through rate from original point of origin to ultimate destination.
    - a) If the change in destination points is requested, including request to return shipment to shipper, and instructions are received while shipment is located at origin terminal, a charge of \$75.00 plus published tariff rates from original point of origin to ultimate destination will apply.

## ITEM 211 – RECONSIGNMENT OR DIVERSION

b) If Consignor/Consignee or its agents elect to accept shipment at Carrier's terminal located at reconsignment point, a charge of \$75.00 will apply in addition to original published tariff rates.

2) When reconsignment is requested after tender of delivery, a charge of \$100.00 per shipment plus published tariff rates to and from reconsignment point, but not less than published through rate from original point of origin to ultimate destination.

## ITEM 212 – REDELIVERY

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

If one or more additional tender, or final delivery of the shipments are made at Consignee's place, a charge of \$15.00 per 100 pounds, subject to a minimum charge of \$150.00 and a maximum charge of \$1000.00 per shipment, will be made for each such tender and for the final delivery.

## ITEM 213 – DETENTION WITH POWER

Carrier's line-haul charges for each shipment include a reasonable amount of time to accomplish the pickup and/or delivery of the shipment(s) at the premises of the Shipper or Consignee during normal business hours. When the time required completing pickup and/or delivery takes longer than the standard free time, extra charges apply.

### 1. Charges:

- 1) 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 every 15 mins per shipments subject to a minimum charge of \$85.00.
- 2) The amounts due the Carrier under the provisions of this rule shall be assessed against the Shipper in the case of loading, and against the Consignee in the case of unloading, irrespective of whether freight charges are prepaid or collected.

### 2. Free Time:

Free time per vehicle stop shall be as follows:

| ACTUAL WEIGHT (IN POUNDS) | FREE TIME (IN MINUTES) |
|---------------------------|------------------------|
| Less than 1,000           | 15                     |
| 1,000 thru 4,999          | 30                     |
| 5,000 thru 9,999          | 45                     |
| 10,000 or more            | 60                     |

### 3. General Provisions

- 1) 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.

**ITEM 213 – DETENTION WITH POWER**

- 2) Computation of time shall begin upon notification by the driver to the responsible representative of the Shipper or Consignee of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
- 3) When Carrier is permitted to work before or after the normal business day, such working time shall also be included.
- 4) When Shipper tenders or Consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time.
- 5) The provisions and charges for detention of vehicle with power units will also apply to equipment owned by steamship lines, railroads, or third-party leasing companies.

**ITEM 214 – DETENTION WITHOUT POWER**

This item applies when Carrier's vehicles without power units are delayed or detained on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit. For the purpose of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

**1. Charges:**

- 1) General detention charges:  
After the expiration of free time as provided in this item, charges for detaining a trailer will be assessed as follows:  
For each day or fraction thereof following the initial free period: \$150.00 per day
- 2) When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply (see Item 213 herein).
- 3) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of Shipper, Consignee, or other designated party. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified (see Item 213 herein).

**2. Computation of Free Time**

- 1) A spotted trailer will be allowed one calendar day of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the end of the day when the trailer is placed by Carrier at the site designated by Consignee, or other party designated by Consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the Shipper or a party designated by Shipper.
- 2) Shipper, Consignee, or other designated party shall notify Carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the Carrier receives notification.

**3. General Provisions:**

- 1) Subject to the availability of equipment, Carrier may spot empty or loaded trailers for loading or unloading on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- 2) In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count" however, failure to mark the Bill of Lading will not affect the liabilities of the parties. Loading or unloading will be performed by Shipper, Consignee, or other party designated by them. Carrier shall not be responsible for loading the trailer or counting the freight.

**ITEM 214 – DETENTION WITHOUT POWER**

- 3) Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the Carrier. Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designated by Consignee. Carrier shall not be responsible for any claims arising from exceptions (overages, shortages, and damages) noted at Carrier's first physical check of the shipment provided such exceptions are timely reported.
- 4) Shipper, Consignee, or other designated party receiving a spotted trailer, shall be liable if the trailer is lost, stolen or damaged while in their custody and control.
- 5) The detention charges due the Carrier will be assessed against the Shipper in the case of spotting for loading and against the Consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
- 6) Nothing in this item shall require a Carrier to pick up or deliver spotted trailers at hours other than Carrier's normal business hours.
- 7) The provisions and charges for the detention of vehicles with or without power units will also apply to equipment owned by steamship lines, railroads, or third-party leasing companies.

**ITEM 215 – DIVERSION TO ANOTHER CARRIER (PICKUP FROM SERVICE CENTER)**

When Carrier receives instructions to divert a shipment at any point from Carrier to another carrier, the following provisions apply:

1. The shipment will be charged for on the basis of movement from the origin to the point of transfer.
2. On weekdays, a charge of \$136.00 per hour per person, subject to a minimum charge of \$273.00, will be made for all time required in unloading and reloading the vehicle to accomplish such diversion.
3. On weekends or holidays, a charge of \$192.00 per hour per person, subject to a minimum charge of \$376.00, will be made for all time required in unloading and reloading the vehicle to accomplish such diversion.
4. A charge of \$20.00 per 100 pounds, subject to a minimum charge of \$150.00, will be made for delivery service on weekdays.
5. On weekends or holidays, the charge for delivery service is \$30.00 per 100 pounds, subject to a minimum charge of \$225.00.

**ITEM 217 – RELABELING**

The provisions of NMF 100 Item 580 will apply: however, Carrier will at the request of the Shipper or Consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a flat charge of \$40.00 per shipment.

## ITEM 218 – STORAGE

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

Storage charges on freight awaiting transportation will begin at 7:00 A.M. the day after freight is received by the Carrier.

Storage charges on undelivered freight will begin at 7:00 A.M. the first business day, and will accrue every day thereafter, including holidays and weekends, after notice of arrival (as provided in Item 105 of this tariff) has been given; except no charges under this item will be made when actual tender delivery is made within 24 hours after such notice of arrival has been given.

Freight stored in Carrier's possession will be assessed a charge of \$9.50 per handling unit per business day or \$3.00 per CWT per business day, whichever is greater, subject to a minimum charge of \$65.00, maximum charge of \$250.00 per day, per shipment.

## ITEM 219 – LUMPER SERVICE FEE

When Carrier is required to utilize a third party to load or unload the Carrier's vehicle, the following applies:

1. Carrier will not accept any liability or be responsible for damage or injury caused by any act or omission of the third party in performing the services referenced herein.
2. An additional processing charge of 20% of total lumper receipt with a minimum of \$20.00 per shipment will be added for the third party "lumper" service.
3. The party responsible for the freight charges shall also be responsible for the charges accrued under this item.

## ITEM 220 – CONSOLIDATIONS & DISTRIBUTIONS

On shipments delivered to Carrier's service center by another carrier for purposes of consolidation or distribution, the applicable charges shall be based on the Carrier's Tariff UTPA 500 series class rates less a 60% (sixty percent) discount, subject to a \$60.00 absolute minimum charge.

## ITEM 221 – PALLETIZING, SORTING, AND/OR SEGREGATING

**RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:** Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, palletizing, sorting, or segregating freight. Any request for such service shall subject the shipment to the charges below. A request shall not be construed as an obligation of the Carrier to perform such services.

| EXTRA SERVICE         | CHARGE                      | MINIMUM  |
|-----------------------|-----------------------------|----------|
| Palletize             | \$30.00 per pallet          | N/A      |
| Sorting & segregating | \$5.00 cwt (per 100 pounds) | \$150.00 |

## ITEM 222 – EXCESSIVE VALUE/LIABILITY CHARGE

Articles tendered with a value greater than the applicable limitations set forth herein shall be considered of extraordinary value. Articles of extraordinary value will be accepted for shipment subject to the limitations of liability stated herein unless the Shipper requests excess liability coverage on the Bill of Lading and pays an additional charge as provided in Rules Tariff UTPA 110 series Item 107 and described below. Shipper declared values in excess of the liability maximums stated herein will be accepted as a request for excess coverage and additional charges will be applied.

**NOTICE:** Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental, or consequential damages.

Carrier will assess an additional charge of one percent (1%) of the declared value in excess of the initial maximum liability, subject to a minimum excess value coverage charge of \$45.00. Such charge is in addition to the Carrier's freight charges. Charges are to be paid by the party responsible for payment.

See Rules Tariff UTPA 110 series Item 119 for rules and charges governing articles for which the charges are determined by class exception ratings or FREIGHT ALL KINDS (FAK). Maximum coverage shall not exceed \$100,000.00 per shipment.

**NOTE 1:** Shipper must clearly indicate in writing on the Bill of Lading at time of shipment the Shipper's intent to request additional excess value and the total dollar amount of excess value coverage requested.

EXAMPLE of what to indicate on the BOL: ***"Excess value coverage requested: \$\_\_\_\_\_"*** [insert applicable amount]

**NOTE 2:** Excess value charges must be paid by the party responsible for payment of the freight charges.

**NOTE 3:** When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

## ITEM 223 – SINGLE SHIPMENTS (EXCEPTION TO NMF 100, ITEM 595)

As an exception to Item 595 of NMF 100 Series, a single shipment with an actual weight of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of \$15.00 per shipment, in addition to all other lawfully applicable charges.

## ITEM 224 – HAZARDOUS AND RADIOACTIVE MATERIALS

Carrier cannot handle and will refuse shipments for transportation of hazardous materials or radioactive materials in accordance with the transportation requirements of the U. S. Department of Transportation ("D.O.T.") and the U. S. Nuclear Regulatory Commission. If a shipment is inadvertently accepted by the Carrier, the Shipper will be notified and the Carrier will immediately return the shipment.

## ITEM 225 – HIGH COST AND REMOTE ACCESS AREAS DELIVERY SURCHARGE

In addition to all other applicable charges, shipments originating from or destined to the following Zip Codes shall be assessed as an additional charge as indicated on the “HIGH COST AND REMOTE ACCESS PICKUP AND DELIVERY CHARGE” below.

***See list of High-Cost zips and rates on website: Resources/Documents & Forms/Documents/High Cost***

## ITEM 226 – ISLAND DELIVERY

In addition to all other applicable rates and charges, Carrier will assess additional fee per shipment on all shipments with the following destinations. Fee will be spot-quoted.

|                                                                                                                                 |                                             |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Shelter Island, NY 11964                                                                                                        | Orcas, WA 98280                             |
| Shelter Island Heights, NY, 11965                                                                                               | Shaw Island, WA 98286                       |
| Dauphin Island, AL 36528                                                                                                        | San Juan Island, WA 98250                   |
| Ocracoke, NC 27960                                                                                                              | Waldron Island, WA 98297                    |
| Isleboro, ME 04848                                                                                                              | Stuart Island, WA 98250                     |
| Northhaven, ME 04853                                                                                                            | Decatur Island, WA 98261                    |
| Vinalhaven, ME 04863                                                                                                            | Blakely Island and Cypress Island, WA 98222 |
| Boca Grande, FL 33921                                                                                                           | Lummi Island, WA 98262                      |
| Captiva, FL 33924                                                                                                               | Point Roberts, WA 98281                     |
| Sanibel, FL 33957                                                                                                               | Bainbridge Island, WA 98110                 |
| Deer Harbor, WA 98243                                                                                                           | Anderson Island, WA 98303                   |
| Eastsound, WA 98245                                                                                                             | Vashon Island, WA 98070                     |
| Lopez Island, WA 98261                                                                                                          | Avalon, CA 90704                            |
| Olga, WA 98279                                                                                                                  | Johns Island and Kiawah Island, SC 29455    |
| North Padre Island, TX 78373                                                                                                    | Nantucket, MA 02554, 02564, 02584           |
| Martha's Vineyard, MA 02535, 02539, 02552, 02557, 02568, 02573, 02575<br>Drummond Island, MI 49726<br>Pensacola Beach, FL 32561 | Newfoundland Island, Canada                 |

## ITEM 227 – PICKUP OR DELIVERIES: EXHIBITION SITES

Shipments originating at or destined to exhibition sites will be subject to an additional charge as indicated below. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item. The charge for this service will be \$15.00 per 100 lbs, subject to a Minimum Charge of \$250.00 per shipment.

**NOTE 1:** Does not apply to drop-pickup loaded by Shipper or drop-delivery trailers unloaded by Consignee.

## ITEM 228 – PICKUPS OR DELIVERIES: PIER, WHARF, AND CONTAINER FREIGHT STATIONS

Except as otherwise provided, rates and charges in tariffs governed by this tariff applying to U.S. Ports, on export, import, coastwise, or intercoastal traffic do not include loading or unloading of motor Carrier's vehicle. Any shipment picked up from or delivered to a location at ports, including container freight stations located within a port region, will be subject to the following rates and charges, which include loading or unloading charges for the longshoremen, stevedores, or public loaders and shall be in addition to all other charges applicable to the shipment. This item does not apply to shipments picked up from or delivered to yacht clubs, harbor clubs, or marinas.

| LOCATIONS                        | RATE OR CHARGE PER 100 POUNDS | MINIMUM CHARGE |
|----------------------------------|-------------------------------|----------------|
| Piers or Wharfs                  | \$15.00                       | \$250.00       |
| Container Freight Stations (CFS) | N/A                           | \$150.00       |

## ITEM 229 – PICKUPS OR DELIVERIES: CONSTRUCTION AND UTILITY SITES

Shipments picked up or delivered to construction and utility sites will, in addition to all other applicable charges, be subject to a charge of \$150.00 per shipment. Subject to Notes 1 and 2 below.

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

**Note 2:** The term "Utility Site" shall be defined as a power generation station, including but not limited to nuclear, thermal, hydroelectric or fossil fuel, pumping station, or wind farms located outside the normal commercial pickup and delivery region of the Carrier for a town, city or municipality.

## ITEM 230 – PICKUPS OR DELIVERIES: RESTRICTED ACCESS SITES (GOVERNMENT SITES, MILITARY BASES, AIRPORTS, MINES, PRISONS, ETC.)

Shipments picked up or delivered to any restricted access site (such as government sites, airports, and mines) will, in addition to all other applicable charges, be subject to a charge of \$150.00 per shipment. Subject to Notes 1, 2, 3, and 4 below.

**Note 1:** The term "Mine" shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine.

**Note 2:** Natural Gas or Oil Fields shall be defined as the site of any location used for obtaining, or the production, refining, or storage of, natural gas, oil, or any other fuel or fuel additive.

**Note 3:** The term "Government Site" shall be defined as, but not limited to the examples listed below, government facilities and/or geographic regions managed by the government. These sites may or may not have a United States ZIP or Canadian Postal Code assigned.

- United States Post Office/Canada Post facilities
- Military bases and installations such as missile sites or navy
- Military and civilian radio, aviation, and electronic stations
- Government research stations
- Prisons/Correctional Facilities

**ITEM 230 – PICKUPS OR DELIVERIES: RESTRICTED ACCESS SITES (GOVERNMENT SITES, MILITARY BASES, AIRPORTS, MINES, PRISONS, ETC.)**

**Note 4:** The term “Airport” shall be defined as any facility, which is subject to the Transportation Security Administration (“TSA”), where aircraft such as airplanes, helicopters, and blimps take off and land.

**ITEM 230-A - LIMITED ACCESS / NON-COMMERCIAL PICKUP OR DELIVERY SERVICES PICKUP OR DELIVERY SERVICES**

Pickup or Delivery for movements to or from camps (other than military), convention centers, lodging, golf courses, trade shows, state/national parks, restaurants, hospitals, nursing/retirement home, cemetery, fairgrounds, parks-municipal, nuclear power plants or other such locations will be assessed a charge of \$3.75 per CWT, subject to a minimum charge of \$150.00 and a maximum charge of \$500.00 per shipment.

**ITEM 231 – LIFTGATE SERVICE (HAND UNLOADED/GROUND SERVICE)**

When Consignor/Consignee requests and/or is furnished power liftgate service for pickup and/or delivery and/or location is identified as having no dock or forklift and/or the driver hand unloads a shipment from the back of a trailer, the following charges and provisions will apply in addition to all other lawful charges:

1. The greater of \$2.00 per CWT or \$15.00 per handling unit, subject to a minimum charge of \$75.00.
2. Carrier will not provide liftgate service for handling units exceeding 2,400 pounds, exceeding 72 inches in length, or exceeding 48 inches in width, or 60 inches in height.
3. If the Carrier inadvertently accepts a shipment requiring liftgate service, and the shipment exceeds the limitations set forth in part 2, the Carrier may, at its own discretion, down stack the shipment to comply with all size and weight limitations or return the shipment back to the shipper with no additional liability. A charge of \$2.00 per piece or \$2.00 per cwt, subject to a minimum charge of \$35.00 will be assessed for any portion of the shipment that needs to be down stacked.

**ITEM 232 – PICKUPS OR DELIVERIES: INSIDE PICKUP OR DELIVERY**

When requested by Shipper or Consignee, and Carrier’s operating conditions permit, the Carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 116 herein (“Pickup or Delivery Service”).

Services provided under this item will be assessed a charge of \$15.00 per 100 pounds, subject to a minimum charge per shipment of \$150.00 and a maximum charge of \$1,100.00. Service requested under this item on the Bill of Lading will be assessed a charge. If the service is not performed, the charge will be canceled.

**ITEM 233 – PICKUPS OR DELIVERIES: RESIDENTIAL OR NONCOMMERCIAL**

1. Before attempting delivery to residential or noncommercial locations, the Carrier must reach agreement with the Consignee or Shipper regarding the approximate date and time of such delivery. This arrangement for delivery may be accomplished through a notation by the Shipper on the Bill of Lading, or by oral or written arrangement between the Carrier and the Consignee. In any case, some mutually agreed-upon arrangement for delivery must be made before tender of delivery is initially attempted.
2. Shipments picked up at or delivered to residential or noncommercial locations (see Notes 1 and 2) or camps (other than Military) will be assessed a charge of \$15.00 per 100 pounds, subject to a minimum charge of \$100.00 per shipment and a maximum charge of \$600.00 per shipment.
3. Pickup and delivery to residential or noncommercial locations shall be limited to the entrance of the front door, back door, garage, or car port.
4. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to inside delivery and all other lawful charges

**NOTE 1:** The term “residential or noncommercial” also includes apartments, places of worship, schools (K–12 grade), preschools, day cares, camps, farms, public storage facilities, businesses operating within private residences, and other such locations not generally recognized as commercial locations, and shall apply to the entire premises.

**NOTE 2:** If more than one shipment is picked up or delivered at one time and place at a residential or noncommercial locations or camp (other than military), the minimum and maximum charges published in this item shall apply per pickup rather than per shipment as indicated above.

**ITEM 233 – A - PICKUPS OR DELIVERIES: GROCERY WAREHOUSES**

Pickup & Delivery Service to Grocery Warehouse \$5.00 per CWT subject to a minimum charge of \$75.00 per shipment.

1. The provisions of this item also apply to pickups or delivery services to facilities requiring special of limited loading on the delivery trailer and/or require Lumper services.
2. The payor of the freight charges as shown on the original bill of lading will be the party responsible for these charges.

**ITEM 234 – PICKUP OR DELIVERIES: SATURDAYS, SUNDAYS, HOLIDAYS, OR AFTER-BUSINESS HOURS**

1. When Shipper or Consignee requests Carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, or requests Carrier to pick up or deliver equipment, either empty or containing freight, on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to a charge of \$150.00 per labor hour or any fraction thereof, subject to a minimum charge based upon four hours' service: \$600.00. Such charges shall be in addition to all other applicable charges.
2. 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.

## ITEM 235 – CUBIC CAPACITY MINIMUM CHARGE

### APPLICATION

1. Any shipment which is tendered exceeds 350 cubic feet of Carrier's vehicle will be subject to a Minimum Charge based on 6 pounds per cubic foot, at the customer's Class 125 rate and subject to applicable discounts. If the customer's applicable tariff does not include a Class 125
2. Rate, the Minimum Charge for shipments subject to this item will be 215% of the applicable base rate.
3. When two or more shipments are tendered to Carrier by the same Consignor, from the same place during one calendar day for delivery to the same Consignee at one place, and where remittance will be paid by the same payer, they will be considered one shipment. (See Rules Tariff UTPA 110 series Item 245, "Bills of Lading – Combined by Carrier.")

### CONDITIONS AND DEFINITIONS

1. The cubic capacity of the shipment shall be determined by totaling the cubic feet of all articles, pieces, and packaged units in the shipment, in accordance with NMFC Item 110, Sections 8(a) and (b). If the Bill of Lading or packaging provides instructions that in any way prohibits the utilization of the trailer space between the trailer ceiling and the top of the articles, the height of the article or articles will be considered as 96 inches.
2. The provisions of this item are not applicable in connection with shipments subject to volume or truckload or charges or minimum charges per vehicle used.

EXAMPLE: A shipment occupying 350 cubic feet and moving between points subject to rates established in Tariff UTPA 500 series, would be subject to a minimum charge, as follows:

|                                           |   |                         |
|-------------------------------------------|---|-------------------------|
| 350 cubic feet at 6 pounds per cubic feet | = | 2,100 lbs.              |
| Class 125 rate for Tariff UTPA 500 series | = | \$64.45 per 100 pounds  |
| 2,100 pounds multiplied by \$64.45        | = | \$1,353.45              |
| \$1,353.45 discounted by 56% (1353*44%)   | = | Minimum charge \$595.32 |

The figures used in this example are merely for the purpose of providing an example and may or may not reflect the charges for any particular shipment.

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

- a. Class exceptions that have the effect of lowering the customer's Class 125 rate are not applicable.
- b. Truckload rates or charges
- c. Rates which apply per vehicle used
- d. Linear foot provisions (Item 236)
- e. Exclusive use of vehicle provisions
- f. Spot Quotes

## ITEM 236 – LINEAR FOOT APPLICATION

A linear foot charge shall apply when a shipment, or combined portions thereof:

- Exceeds fourteen feet (14.0') of the length of a trailer; or
- Exceeds one hundred twelve square feet (112.0 ft<sup>2</sup>) of the floor space of the trailer.

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

| MILES                   | PER MILE RATE (IN CENTS)             |
|-------------------------|--------------------------------------|
| Less than 750           | \$0.195 per linear foot / \$400 min  |
| 750 but less than 1200  | \$0.175 per linear foot / \$800 min  |
| 1200 but less than 1800 | \$0.145 per linear foot / \$1200 min |
| 1800 or greater         | \$0.130 per linear foot / \$1800 min |

Example of over 1800 mile: 20 linear feet \* 13 cents = \$2.60/mile (plus LTL fuel surcharge)

### Conditions:

1. Linear feet will be determined as tendered from the customer or utilizing all trailer floor space as close to the nose of the trailer as possible. Handling units with a dimension which exceeds the door opening width of Carrier's standard 'pup' trailer and cannot be turned will not have the linear foot rate determined as if they could be turned.
2. The dimensions of each handling unit shall be calculated using the maximum length, width, and height.
3. At the time of inspection, shipments that are loaded or tendered in such a manner that determining the total cube of each package/handling unit is impractical, or shipments loaded or tendered in such a manner that is operationally unsound to transfer or move, will have the linear feet calculated on the linear dimensions of the entire shipment as a whole regardless if one additional increment of the shipment can be loaded again.
4. When the calculated linear foot is less than 50% of a whole linear foot, the rate shall be determined by rounding down to the whole linear foot. If the calculated linear foot is 50% or greater than a whole linear foot, the rate shall be rounded up to the whole linear foot.
5. Mileage will be PC\*Miler.
6. The UNIS UTPA 110 series LTL Fuel Surcharge (Item 560 herein) applies in addition to the per-mile rate.
7. Carrier personnel shall note the linear foot on the shipping order, Bill of Lading, delivery receipt, other shipping document or within the Inspection Report and include the linear foot of loading space the shipment occupies.
8. Each shipment rated from this item is subject to a maximum charge equal to the Volume Shipment Pricing as defined in Item 128 of this tariff, if applicable.
9. The provisions of this item will not apply when a shipment exceeds 20,000 pounds per 48-foot trailer or would exceed 20,000 pounds on a pro-rated basis. 20,000 pounds divided by 48 linear feet equals 417 pounds per linear foot. If the shipment exceeds this weight per linear foot the provisions of this item does not apply.
10. This item will also apply when, during one calendar day, two or more shipments are received from one Shipper, at one origin address, destined to one Consignee at the same destination delivery address on multiple Bills of Lading, when the shipments combined onto one Bill of Lading, qualify under the provisions of this item.

## ITEM 237 - EXCESSIVE LENGTH SHIPMENTS

Shipments containing one or more articles of extreme dimension in length and/or width will be assessed the following charges per shipment to be applied in addition to all other freight charges:

- 1) 8'0" to 12'0": \$185.00
- 2) 12'1" to 16'0": \$500.00
- 3) 16'1" to 20'0": \$750.00
- 5) Over 20'1": \$1,000.00

**Note A** - All dimensions will be taken into consideration on shipments containing non-palletized freight. The longest dimension shall be used and considered as the length for applying this item, regardless of if the dimension used is considered the width or height for its primary purpose.

This item will not apply on shipments subject to Exclusive use, Linear Foot, or Truckload rated shipments.

## ITEM 238 - IN BOND FREIGHT - UNITED STATES

1. Shipments moving under United States Customs Bond for U. S. Customs Clearance at a point in the United States or delivery by Carrier are required to be made under U. S. Customs supervision. Such shipments will be assessed a charge of \$4.50 per 100 pounds, subject to a minimum charge of \$125.00 and a maximum charge of \$365.00 per shipment or per vehicle, if more than one vehicle is required to transport the shipment (subject to Note 1). Such charges shall be in addition to all other applicable charges.
2. Line-haul rates 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 point of U. S. Customs Clearance to the final destination; except no beyond line-haul rates will apply when the final destination is located within the commercial zone of the point of U. S. Customs Clearance and is subject to the same line-haul rate as the point of U. S. Customs Clearance.
3. Each I. T. Permit (Immediate Transportation Permit) issued for movement of an in-bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bonded Warehouse.
4. Shipments tendered in a vehicle sealed by or at the instructions of the Shipper, or as required by competent authority, will be rated as follows:  
30,000 pounds at the Class 85 scale, 15M rate per 28-foot trailer, Tariff UTPA 500 series, current version On shipments cleared en route by U.S. Customs, when movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
5. Shipments moving from the United States under a TIR Carnet issued by the originating Carrier are subject to a charge of \$250.00, which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
6. When necessary for Carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of \$90.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of High Security Red In-Bond Seals.

ITEM 238 – IN BOND FREIGHT – UNITED STATES

7. When Carrier is required to pick up shipping documents or Customs Release Forms to present at the border for forwarder or broker for validation prior to pickup of a shipment, a charge of \$100.00 per shipment will apply, subject to a maximum charge of \$385.00 when import documents for multiple shipments are picked up on a single day for a single account, for each pickup of such shipping documents or Customs Release Forms.
8. When, through no fault of the Carrier, Customs requires a physical inspection of the shipment, and such inspection delays the Carrier, the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$150.00 will apply in addition to all other applicable charges.
9. Shipments waiting for U.S. Customs Clearance will be subject to the applicable detention charges in NMF 100, or storage charges in Rules Tariff UTPA 110 series Item 218. Detention charges, if any, will be assessed against the party responsible for line-haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

**NOTE 1:** On shipments of alcoholic beverages, the charges in Paragraph 1 will not apply when shipments are 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 its possession”

\_\_\_\_\_  
(Signature of authorized Shipper personnel)

## ITEM 239 – SUFFERANCE WAREHOUSE CHARGES - CANADA

This item covers shipments moving from points in the United States into Canada for Canadian Customs Clearance at a point in Canada beyond the border. The Consignee and Shipper will be jointly and severally liable for the charges set forth in this item regardless of whether the Bill of Lading is prepaid or collect, or such charge occurred as the result of an error or omission of Shipper, Consignee, or any Third Party. All charges are payable in U.S. funds.

- Shipments moving into Canada will be assessed a charge based on the following:

| LOCATIONS                                                         | RATE PER 100 POUNDS | MINIMUM CHARGE |
|-------------------------------------------------------------------|---------------------|----------------|
| Eastern Provinces of NB, ON, and QC                               | \$3.00              | \$35.00        |
| Remaining Provinces of AB, BC, MB, NL, NT, NS, NU, PE, SK, and YT | \$3.00              | \$35.00        |

- Should Canada Customs require a shipment to be examined, a fee of \$150.00 will be applied.
- If a shipment is held at a sufferance warehouse, it will be subject to the following fees:
  - HANDLING FEE of \$4.50 per 100 pounds, subject to a minimum charge of \$65.00.
  - STORAGE FEE of \$4.50 per 100 pounds per day or \$55.00 per day, whichever produces the greater amount
- At the importer's request, should a shipment be redirected from one customs warehouse to another, a fee of \$45.00 per shipment will be assessed for re-manifesting paperwork. Reconsignment or Diversion charges shall still apply per Item 411 herein.
- When Customs performs a paperwork inspection on the shipment and such inspection delays the Carrier (through no fault of the Carrier), the provisions of Item 213 (Detention with Power) shall still apply.
- When Customs requires a physical inspection of the shipment and such inspection delays the Carrier (through no fault of the Carrier), the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$150.00 will apply in addition to all other applicable charges.

## ITEM 240 – HOMELAND SECURITY

The Carrier Homeland Security Fee will apply on all shipments moving across the Canada / U.S. border (both northbound and southbound). The fee will be \$45.00 (U.S. dollars) per shipment.

## ITEM 241 – CUSTOMS BROKER SERVICE

Provisions of this item only apply in conjunction with cross-border shipments requiring import customs broker services for shipments between the U.S. and Canada. Carrier will, at customer's request, arrange for U.S. and/or Canadian customs broker services, as applicable, to be provided by a third-party customs broker identified by Carrier and subject to customer providing a Power of Attorney to the customs broker. Customer is responsible to provide such other information as requested by the customs broker to perform the services, and Carrier makes no representation or warranty regarding the services to be provided by the customs broker. Service fee will be spot quoted.

#### ITEM 242 – CALIFORNIA COMPLIANCE SURCHARGE

Shipments originating from and/or destined to the state of California will be subject to a charge of \$25.00 per LTL shipment, and \$50.00 per TL shipment, in additional to all other applicable charges.

#### ITEM 243 – TRUCK ORDERED BUT NOT UTILIZED

When Carrier or Carrier's agent upon receipt of a request to pick up an LTL shipment, TL shipment, or furnish a vehicle for expedite service, or for the exclusive use of a Consignor/Consignee, has dispatched a vehicle for such purpose and due to no fault of the Carrier, the vehicle is not used, the following charges will apply and be assessed against the party making the request for the vehicle:

1. \$75.00 per request for shipments between 0-9,999 pounds.
2. \$150.00 per request for shipments between 10,000-19,999 pounds.
3. \$250.00 per request for shipments greater than 20,000 pounds.
4. The provisions in Item 117 (Loading/Unloading ByCarrier) will apply, in addition to the above charges, when driver is held for discovery of TONU, or out of route miles are acquired by Carrier or Carrier's agent attempting the pickup.

#### ITEM 245 – BILLS OF LADING – COMBINED BY CARRIER

When Carrier receives two (2) or more shipments from the same Shipper, on the same date, at the same place, consigned to the same Consignee at a single place, Carrier, at its option, may combine the Bills of Lading for all such shipments into a master Bill of Lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations and charges that would apply if they had all been tendered to Carrier as a single shipment.

#### ITEM 246 – AMAZON SURCHARGE

Shipments consigned to Amazon.com, Inc. or any of the company's alternate names will be subject to a flat charge of \$75.00 per shipment.

ITEM 560 – FUEL SURCHARGE APPLICATION

Shown below are the fuel surcharge percentages that UNIS Transportation applies to net freight charges. The surcharges are based on the U.S. average fuel cost per gallon as published by the U.S. Department of Energy (the only exception being intrastate California shipments, the surcharges for which are based on the California index).

The DOE fuel indices are updated and available at the DOE website:

<https://www.eia.gov/petroleum/gasdiesel/>. The fuel indices provided by the DOE are the industry standards used by most transportation companies. The U.S. National Average On-Highway Diesel Price announced on Tuesday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the Wednesday of the same week based on the above referenced U.S.D.O.E. On Highway Diesel Price.

| FUEL COST PER GALLON |               | FUEL SURCHARGE WILL BE |        |
|----------------------|---------------|------------------------|--------|
| AT LEAST             | BUT LESS THAN | LTL                    | TL     |
| \$1.45               | \$1.50        | 18.25%                 | 28.25% |
| \$1.50               | \$1.55        | 18.55%                 | 28.55% |
| \$1.55               | \$1.60        | 18.85%                 | 28.85% |
| \$1.60               | \$1.65        | 19.15%                 | 29.15% |
| \$1.65               | \$1.70        | 19.45%                 | 29.45% |
| \$1.70               | \$1.75        | 19.75%                 | 29.75% |
| \$1.75               | \$1.80        | 20.05%                 | 30.05% |
| \$1.80               | \$1.85        | 20.35%                 | 30.35% |
| \$1.85               | \$1.90        | 20.65%                 | 30.65% |
| \$1.90               | \$1.95        | 20.95%                 | 30.95% |
| \$1.95               | \$2.00        | 21.25%                 | 31.25% |
| \$2.00               | \$2.05        | 21.55%                 | 31.55% |
| \$2.05               | \$2.10        | 21.85%                 | 31.85% |
| \$2.10               | \$2.15        | 22.15%                 | 32.15% |
| \$2.15               | \$2.20        | 22.45%                 | 32.45% |
| \$2.20               | \$2.25        | 22.75%                 | 32.75% |
| \$2.25               | \$2.30        | 23.05%                 | 33.05% |
| \$2.30               | \$2.35        | 23.35%                 | 33.35% |
| \$2.35               | \$2.40        | 23.65%                 | 33.65% |
| \$2.40               | \$2.45        | 23.95%                 | 33.95% |
| \$2.45               | \$2.50        | 24.25%                 | 34.25% |
| \$2.50               | \$2.55        | 24.55%                 | 34.55% |
| \$2.55               | \$2.60        | 24.85%                 | 34.85% |
| \$2.60               | \$2.65        | 25.15%                 | 35.15% |
| \$2.65               | \$2.70        | 25.45%                 | 35.45% |
| \$2.70               | \$2.75        | 25.75%                 | 35.75% |
| \$2.75               | \$2.80        | 26.05%                 | 36.05% |
| \$2.80               | \$2.85        | 26.35%                 | 36.35% |
| \$2.85               | \$2.90        | 26.65%                 | 36.65% |
| \$2.90               | \$2.95        | 26.95%                 | 36.95% |
| \$2.95               | \$3.00        | 27.25%                 | 37.25% |



6141 ORANGETHORPE AVE.  
BUENA PARK, CA 90620

UNIS TRANSPORTATION TARIFF UTPA 110-A

VISIT UNISCO.COM | QUESTIONS? CALL 800.858.9559

ITEM 560 – FUEL SURCHARGE APPLICATION

| FUEL COST PER GALLON |               | FUEL SURCHARGE WILL BE |        |
|----------------------|---------------|------------------------|--------|
| AT LEAST             | BUT LESS THAN | LTL                    | TL     |
| \$3.00               | \$3.05        | 27.55%                 | 37.55% |
| \$3.05               | \$3.10        | 27.85%                 | 37.85% |
| \$3.10               | \$3.15        | 28.15%                 | 38.15% |
| \$3.15               | \$3.20        | 28.45%                 | 38.45% |
| \$3.20               | \$3.25        | 28.75%                 | 38.75% |
| \$3.25               | \$3.30        | 29.05%                 | 39.05% |
| \$3.30               | \$3.35        | 29.35%                 | 39.35% |
| \$3.35               | \$3.40        | 29.65%                 | 39.65% |
| \$3.40               | \$3.45        | 29.95%                 | 39.95% |
| \$3.45               | \$3.50        | 30.25%                 | 40.25% |
| \$3.50               | \$3.55        | 30.55%                 | 40.55% |
| \$3.55               | \$3.60        | 30.85%                 | 40.85% |
| \$3.60               | \$3.65        | 31.15%                 | 41.15% |
| \$3.65               | \$3.70        | 31.45%                 | 41.45% |
| \$3.70               | \$3.75        | 31.75%                 | 41.75% |
| \$3.75               | \$3.80        | 32.05%                 | 42.05% |
| \$3.80               | \$3.85        | 32.35%                 | 42.35% |
| \$3.85               | \$3.90        | 32.65%                 | 42.65% |
| \$3.90               | \$3.95        | 32.95%                 | 42.95% |
| \$3.95               | \$4.00        | 33.25%                 | 43.25% |
| \$4.00               | \$4.05        | 33.55%                 | 43.55% |
| \$4.05               | \$4.10        | 33.85%                 | 43.85% |
| \$4.10               | \$4.15        | 34.15%                 | 44.15% |
| \$4.15               | \$4.20        | 34.45%                 | 44.45% |
| \$4.20               | \$4.25        | 34.75%                 | 44.75% |
| \$4.25               | \$4.30        | 35.05%                 | 45.05% |
| \$4.30               | \$4.35        | 35.35%                 | 45.35% |
| \$4.35               | \$4.40        | 35.65%                 | 45.65% |
| \$4.40               | \$4.45        | 35.95%                 | 45.95% |
| \$4.45               | \$4.50        | 36.25%                 | 46.25% |
| \$4.50               | \$4.55        | 36.55%                 | 46.55% |
| \$4.55               | \$4.60        | 36.85%                 | 46.85% |
| \$4.60               | \$4.65        | 37.15%                 | 47.15% |
| \$4.65               | \$4.70        | 37.45%                 | 47.45% |
| \$4.70               | \$4.75        | 37.75%                 | 47.75% |
| \$4.75               | \$4.80        | 38.05%                 | 48.05% |
| \$4.80               | \$4.85        | 38.35%                 | 48.35% |
| \$4.85               | \$4.90        | 38.65%                 | 48.65% |
| \$4.90               | \$4.95        | 38.95%                 | 48.95% |
| \$4.95               | \$5.00        | 39.25%                 | 49.25% |

#### ITEM 560 – FUEL SURCHARGE APPLICATION

**NOTE A:** When the weekly U.S. Department of Energy’s average price of diesel fuel reaches \$5.01 per gallon and beyond, the LTL fuel surcharge will continue to increase 0.30% for every five cent (\$0.05) cents increase of fuel price.

**NOTE B:** When the weekly U.S. Department of Energy’s average price of diesel fuel reaches \$5.01 per gallon and beyond, the TL fuel surcharge will continue to increase 0.3% for every 2 cents increase of fuel price.

**EXCEPTIONS:** In the event of extraordinary circumstances such as act of local, state, or Federal Governments, acts of public enemy or war, acts of God, such as extreme weather conditions, floods, blizzards, earthquakes, hurricanes, tornadoes, or any other natural disaster or phenomenon, the Fuel Surcharge will be subject to change on a daily basis.

#### ITEM 566 – HANDLING CHARGE – CROSS DOCKING AT TERMINAL

When Consignor / Consignee or another transportation provider request Carrier’s facilities be furnished to temporarily store or handle a shipment at Carrier’s facility, the following charges will apply:

The greater of \$5.00 per CWT or \$9.00 per handling unit, subject to a minimum charge of \$55.00 will apply.

Unless otherwise indicated, charges will be payable by the party requesting the service.

#### ITEM 575 – LTL VOLUME RATES

On a semiregular basis, UNIS will identify backhaul lanes and make available not only TL rates but volume LTL rates that will be updated and published based on operational needs and lane balance.

- Volume rates expire 30 days after the effective date or when new rates are issued, whichever comes first.
- Rates are per foot of trailer floorspace the shipment occupies.
- Shipments are subject to a 14-foot minimum.
- Linear Foot Rule only applies to palletized freight. For non-palletized freight, the length of the longest item in the shipment will determine the number of feet used in the rate calculation.
- Tariff UTPA series 110 rules and charges apply except as noted.
- UNIS fuel surcharge is not factored into these rates.
- To receive the volume pricing, customer must reference on the bill of lading at the time of shipping “ITEM 575” and the amount of floorspace occupied. If this is not notated on the bill of lading at the time of shipment, the charges will be corrected accordingly, and a correction fee assessed.

**ITEM 585 – PALLET RATES**

The provisions contained in this item apply in conjunction with the following described publications and supplements thereto or reissues thereof:

1. UTPA 110 series (Accessorial Services & Rules Tariff)
2. UTPA 500 series (Class Rate Tariff)
3. HGB 100 Series (Mileage Guide)
4. NMF 100 Series (National Motor Freight Classification)

Unless otherwise provided, the provisions of this item apply only as follows:

5. When a shipment is rated using pallet rates (either rates per pallet or rates per quantity of pallets).
6. Rates are stated in dollars and cents per shipment.
7. Rates are subject to UNIS's general rate increases.
8. Rates will not apply when the driver is required to sign for pieces in lieu of pallets.
9. Carrier's liability for cargo loss or damage shall be released to a value not exceeding \$0.50 per pound. Pallet rates are not subject to UTPA 110 series Item 222.
10. Pallets may not exceed 48" x 48" x 72" in, respectively, length, width, and height, or exceed a maximum weight of 1,800 pounds. Should a pallet exceed either the dimensions or the weight, an additional pallet charge(s) will automatically be assessed. Rates and rules described herein will not alternate with any other pricing provisions published for the pay or of the freight charges. Shipments rated per item are subject to the rules and accessorial charges contained in UTPA 110 series.
11. Rates do not apply on shipments subject to pallet exchange/returns.
12. Rates do not apply on palletized shipments when the commodity is not fastened securely to the pallets.
13. If the origin or destination, zip codes, and/or number of pallets (or type of packing) is different from which the original estimate was derived, the charges will be corrected accordingly, and a correction fee assessed.

ITEM 600 – DISCOUNT & PRICING TERMS AND CONDITIONS

If credit is extended and a pricing agreement is issued for customer signature, the undersigned agrees and accepts that the following terms and conditions apply to all transactions with UNIS Transportation:

1. The undersigned warrants that the information on the credit application agreement ("Agreement") attached thereto is accurate. The undersigned will inform UNIS within ten (10) days of any change of the information provided in this Agreement. The undersigned will also inform UNIS if the undersigned files for bankruptcy protection or an assignment for the benefit of creditors.
2. The undersigned agrees to pay UNIS for labor and materials rendered within a maximum of fifteen (15) days, notwithstanding a refusal of any other related party to pay the undersigned. No retention will be held, no exceptions. In the event payment is not made within fifteen (15) days of the date of UNIS's invoice, the undersigned agrees to pay interest on the amount due at the highest interest rate allowed by law. The undersigned agrees that UNIS shall withdraw any discount afford to the undersigned if any payment is not made when due.
3. In the event UNIS must employ legal counsel to collect any delinquent payment, reclaim any of UNIS's property, or file any legal action arising out of this Agreement, UNIS shall be entitled to reasonable attorney's fees and costs incurred. The undersigned also agrees that any actions or proceedings relating directly or indirectly to this Agreement or any transaction involving UNIS must be filed in either Federal or State Court in the County of Los Angeles, California. Furthermore, this Agreement and any controversy arising out of any transaction involving UNIS and the undersigned will be subject to the laws of the State of California. Both parties expressly agree to waive jury trial.
4. Payment to the undersigned's account will be credited first to cost of collection, including reasonable attorney's fees, if any, then to interest incurred and then the remaining principal, beginning with the oldest invoices first.
5. Payment is required within fifteen (15) days of presentation. failure to pay billed charges may result in a late fee, in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California civil code section 3051.5.
6. In the event the undersigned is delinquent on any payment, UNIS shall have the right to terminate all future deliveries, if any, and declare the entire balance of the delinquent account, and all other amounts by the undersigned, immediately due and payable in full without further notice or demand.
7. Disputes of any kind must be brought to the attention of UNIS in writing within thirty (30) days of the date of the invoices. The undersigned agrees to waive the right to any and all claims after thirty (30) days of the date of the invoice.
8. It is understood and agreed that the undersigned agrees to full insure, at its own expense, all property delivered to UNIS and transported by UNIS against all insurable risks, including damage or destruction of such property to the negligence of all parties including but not limited to UNIS or its agents and employees. Such insurance against any and all losses for which insurance is available and the policy of insurance shall provide that the insurer waives all claims of subrogation against UNIS and its agents and employees.
9. In no event and under no circumstances shall UNIS be liable to anyone for any lost profits or special, incidental, indirect, or consequential damages whatsoever resulting from any of the undersigned's damaged property or delay in transporting said property, whether such damage or delay was caused by UNIS, its agents, or employees.
10. The undersigned warrants that it has the right to possess and transport the property submitted to UNIS for storage and transportation.

**ITEM 600 – DISCOUNT & PRICING TERMS AND CONDITIONS**

11. UNIS is not in the business of long-term storage of any property. Accordingly, property is stored at UNIS at the sole risk of the undersigned. Storage fees will be charged for all property stored at UNIS. The undersigned has agreed to the storage fee schedule provided and published in Rules Tariff UTPA 110 series Item 218.
12. In the event the undersigned violates the terms and conditions of this agreement, the undersigned agrees to indemnify, hold harmless, and defend UNIS from any and all causes of actions and claims arising out of a breach of this agreement.

All notices to UNIS shall be delivered to the following address:

UNIS TRANSPORTATION  
218 Machlin Court  
Walnut, CA 91789

13. Unless specifically indicated otherwise in the customer's pricing agreement, discounts only apply to UNIS direct service points.
14. Unless specifically indicated in the customer's pricing agreement, discounts only apply to UNIS direct service points. Direct points are available from contacting UNIS customer service.
15. If a shipment is tendered to UNIS by a customer that has pricing established with UNIS but not to the point tendered:
  - a. Shipment will be class-rated using the UTPA 500 series tariff.
  - b. A complementary 10% discount will be applied, subject to a \$300.00 absolute minimum charge.
16. If a shipment is tendered to UNIS by a customer that does not have any pricing established with UNIS:
  - a. Shipment will be class-rated using UTPA 500 series tariff.
  - b. A complementary 10% discount will be applied, subject to a \$300.00 absolute minimum charge
  - c. A "PARTNER CARRIER" surcharge equal to 100% of the freight charges will be applied.

**ITEM 660 – PAPER INVOICE FEE**

Shipments requiring carrier to print and mail paper invoices will be assessed a \$15.00 paper invoice fee applicable to each invoice.

## ITEM 710 – RESTRICTED OR PROHIBITED ARTICLES

- Unless otherwise provided the following commodities will not be accepted for shipping ((Subject to Notes 1 through 5 as indicated.)

|                                                                                                  |                                                                                         |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Aluminum extrusions                                                                              | Kilns                                                                                   |
| Bank bills                                                                                       | Letters, with or without stamps affixed (NOTE 2)                                        |
| Biological products                                                                              | Live animals                                                                            |
| Cannabis                                                                                         | Live plants                                                                             |
| Carbon black, lamp, graphite                                                                     | Medical waste                                                                           |
| Coins (NOTE 1)                                                                                   | Meat, fresh                                                                             |
| Controller boxes                                                                                 | Milk, fresh                                                                             |
| Concrete, finished                                                                               | Mirrors                                                                                 |
| Corpses                                                                                          | Museum exhibits or articles of antiquity (NOTE 4)                                       |
| Currency                                                                                         | Notes                                                                                   |
| Deeds                                                                                            | Original works of art (NOTE 5)                                                          |
| Diagnostic specimens                                                                             | Perishables                                                                             |
| Doors with glass                                                                                 | Poisonous/infectious substances                                                         |
| Drafts                                                                                           | Pool tables or game tables                                                              |
| Explosives                                                                                       | Postage stamps                                                                          |
| Firearms                                                                                         | Precious stones                                                                         |
| Lighting tubes and bulbs                                                                         | Quicksilver (Liquid Mercury))                                                           |
| Fossils                                                                                          | Radioactive materials of any nature                                                     |
| Fresh fruits                                                                                     | Revenue stamps (NOTE 3)                                                                 |
| Furniture - picked up from or delivered to private residences, Agent points or Interline points; | Solar Panels<br>Switch boxes or electrical enclosures<br>Tanning beds, Booths or Units; |
| Furs                                                                                             | Taxidermy                                                                               |
| Garlic, raw                                                                                      | Used 55 gallon drums; Dispensers or like items                                          |
| Glass, bulletproof                                                                               | Used PPE waste                                                                          |
| Glass, sheet                                                                                     | Used tires                                                                              |
| Grandfather clocks or floor standing clocks                                                      | Valuable papers of any kind                                                             |
| Granite, Marble or stone                                                                         | Vegetables, fresh                                                                       |
| Hazardous wastes                                                                                 | Video games or machines                                                                 |
| Hemp – fiber or raw form                                                                         | Windows with glass;                                                                     |
| Hides, green or wet                                                                              | Windshields.                                                                            |
| Jewelry and watches, fine, other than costume or novelty.                                        |                                                                                         |

Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).

Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also Has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration.

Any item otherwise prohibited by federal, state, or local law, rule, or regulation.

- Shipments containing: Hemp in the raw, Hemp Plants, Hemp Seed, Hemp Leaves, Hemp Oil, Hemp Seed Oil, and CBD 's derived from Hemp, Marijuana (including for medicinal or recreational use), CBD, Synthetic Cannabinoids, and any product that contains THC are prohibited.

**ITEM 710 – RESTRICTED OR PROHIBITED ARTICLES**

2. Consignor shall indemnify the Carrier for all costs, fees, and expenses incurred as a result of the Consignor's violation of any such local, state, and federal law or regulations or from tendering any prohibited item for shipment. Shipper will be responsible for all charges and handling fees that are related to recovery from Carrier terminal by shipper, final consignee, or another carrier.
3. Carrier reserves the right to collect from the customer or the shipment paying party the costs for: cleanup for trailers and other equipment; payment of freight charges; other property claims and personal injuries, including death; and damage and/or loss, including attorneys' fees and litigation costs, caused by or arising out of the transportation or storage of any prohibited article.

Original or authentic recorded data on device(s) deemed invaluable in the event one of these prohibited articles is inadvertently picked up, Carrier's maximum carrier cargo liability will be limited to \$0.00 per pound or a maximum of \$100.00 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.

Carrier does not transport food that is not fully enclosed or food that requires refrigeration for safety.

Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or Carrier's equipment.

**NOTES**

NOTE 1 - Monetary coins will not be accepted as premiums with other articles except as authorized in NMF Item 310.

NOTE 2 - United States Mail will be accepted when the consignor and consignee are United States Post Offices.

NOTE 3 - Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

NOTE 4 - Except antique furniture subject to NMFC Items 100240 or numismatic exhibits subject to NMF Item 63830.

NOTE 5 - Except pictures or paintings subject to NMFC Items 100240, and 56165; both at released values.