

"The Reliability Team Provides Transportation Solutions"

Effective: November 04, 2026

Provisions named in this tariff are limited in their application to shipments moving in interstate, intrastate and foreign commerce to the extent of the operating rights set forth in certificates of carrier specified below:

Name and Address of Carrier Certificate Number SCAC
Fort Transportation & Svc. Co., Inc., - MC71296 - FTSC
1600 Janesville Ave.
Fort Atkinson, WI 53538

TARIFF: FTSC-100E

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Item Title: GOVERNING PUBLICATIONS ITEM# 100

Except as otherwise provided herein this tariff is governed by the following described publications and by supplements thereto. In the event of any conflict between the governing tariff listed below and FTSC-100E, the provisions of FTSC-100E shall prevail.

Nomenclature	Issuing Agent	Tariff Number
Classification	NMFTA	NMFC 100
Hazardous Materials	USDOT	PARTS 40, 382, 383, 387, 390-397,399
Operating Rights	FTSC	FTSC-100E
Fuel Related Increases	FTSC	FTSC-100E
Provisions & Allowances	FTSC	FTSC-100E
Rating, class	FTSC	FTSC-100E
Mileage	FTSC	PC MILER 37.1.0.0

Item Title: ABBREVIATIONS ITEM# 110

@ : Addition
AQ : Any quantity
% : Percentage
FORT Discount
Pricing : Shipments tendered to Fort Transportation are subject to charges as determined by the current FTSC-501 rate base. Discount pricing is determined per written pricing agreement with Fort Transportation.
FORT Commodity
Pricing : Shipments
PR : Pallet Rate a.k.a Skid Rate
c/o : Care of
COD : Collect on Delivery
Conc : Concluded
Cont : Continued
Cwt : Per 100 lbs
Cty : County
DOT : Department of Transportation
HGB : Household Goods Carrier's Bureau
HGCB : Household Goods Carrier's Bureau
L5C : Applicable only on LTL shipments weighing less than 500 lbs
Lbs : Pounds
LTL : Less than Truckload
L/T : Less than
M : Denotes thousand pounds
MC : Minimum charge in cents per shipment, except as noted.
M5C : Applicable only on LTL shipments weighing 500 lbs or more, or on which charges are assessed on the basis of 500 lbs, but less than 1,000 pounds.
1M : Applicable only on LTL shipments weighing 1,000 lbs or more, or on which charges are assessed on the basis of 1,000 lbs, but less than 2,000 lbs.
2M : Applicable only on LTL shipments weighing 2,000 lbs or more, or on which charges are assessed on the basis of 2,000 lbs, but less than 5,000 lbs.
5M : Applicable only on LTL shipments weighing 2,000 lbs or more, or on which charges are assessed on the basis of 2,000 lbs, but less than 5,000 lbs.
P&D : Pick up and/or Delivery
FORT – D : Fort Transportation Direct: All delivery points in WI & MN are considered direct points. Limited direct

delivery points in IL, IN, ND. For a complete listing of all Fort Transportation Direct points, please contact your local account representative.

FORT – L : Fort Transportation Long Haul: All points serviced through interline agreements to all remaining delivery points in the 48 contiguous states and Canada are considered Fort Transportation Long Haul.

Item Title: PRIORITY OF RATES AND CHARGES ITEM# 120

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 linehaul 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.

PRIORITY OF RATES IS AS FOLLOWS:

Prepaid shipment with shipper and consignee:
1. Shipper's outbound prepaid discount
2. Consignee's inbound prepaid discount

Collect shipment with shipper and consignee:
1. Consignee's inbound collect discount
2. Shipper's outbound collect discount

Prepaid shipment with shipper, consignee and third party payer:
1. Third party payer's discount
2. Shipper's outbound prepaid discount
3. Consignee's inbound prepaid discount

Prepaid shipment with shipper, consignee and bill to for shipper:
1. Shipper's outbound prepaid discount
2. Consignee's inbound prepaid discount

Collect shipment with shipper, consignee and bill to for consignee:
1. Consignee's inbound collect discount
2. Shipper's outbound collect discount

Inbound collect shipments in care of separate party:
1. Owner's inbound collect discount when published for location
2. "In care of party's" discount when published item references specific owner
3. Shipper's outbound collect discount

Outbound prepaid shipments with owner and in care of party:
1. Owner's outbound prepaid discount when published for specific address
2. "In care of party's" outbound prepaid discount when publication references specific owner
3. Consignee's inbound prepaid discount

Payer shall mean:
1. Shipper paying rate and charges on a prepaid shipment
2. Consignee paying rates and charges on a collect shipment
3. A third party, who is neither a shipper nor consignee, designated on the original bill of lading, at the time of shipment as the payer of freight charges on prepaid shipments

Item Title: PRIORITY OF RATES AND CHARGES (CON'T.) ITEM# 120

Where:

"Shipper" is defined as the consignor of a shipment.

"Consignor" is defined as the legal distributor of the goods or party tendering goods to carrier.

"Consignee" is defined as the legal receiver of the goods.

"Third party" is defined as the party responsible for the freight charges, but not shown as either the shipper or consignee.

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

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

"Pricing agreement" is defined as the written agreement of rates established by the carrier.

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 (change from prepaid to collect or collect to prepaid) at the request of shipper or consignee after the shipments is tendered, subject to provisions outlined in Section 7.

Item Title: TRUCK OR VEHICLE DEFINITION ITEM# 140
(Exception to Section 2 of NMFC Item 110)

A "Truck" or "Vehicle" means:

(A) Any one truck or one vehicle which is self-propelled, or

(B) Any one vehicle which must be towed by a power unit (See Note 1) and used on highways in the transportation of property.

(C) The term "pup" means a trailer 30 feet or less in length.
NOTE 1 - When two or more vehicles as defined in (b) are towed by one power unit they shall be considered as two or more vehicles.

Item Title: DEFINITIONS AND EXPLANATION OF TERMS ITEM# 150

1. DEFINITION OF BUSINESS HOURS.
The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

2. DEFINITION OF BUSINESS DAY.
The term "Business Day" means the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday excluding Holidays.

3. DEFINITION OF A SHIPMENT.
A shipment is a quantity of freight received from one shipper, at one point of origin, at one time, for one consignee, at one destination, covered by one bill of lading and occupying no more than 45 feet of a trailer and/or weighing no more than 45,000 pounds. Any excess will be rated as a separate shipment.

Item Title: DEFINITIONS AND EXPLANATION OF TERMS (CON'T.) ITEM# 150

4. DEFINITION OF HOLIDAYS.
The term "Holiday" means:
New Years Day
Memorial or Decoration Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Generally the last Thursday in November)
The day after Thanksgiving
Christmas Eve Day (December 24)
Christmas Day (December 25)

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 as a holiday.

5. GENERAL DEFINITIONS.
The following definitions will apply when such terms are used in this tariff or in tariffs governed by the tariff.

When different definitions are provided for the same terms in connection with rates, ratings, rules or other provisions, such definitions will take precedence.

A. A Pallet Rate (PR) is a rate for a pallet not in excess of 48"x48"x90" and a weight of no more than x,xxx lbs. (per pricing agreement). Any pallet that exceeds either limit shall be invoiced for 2 pallet spaces.

B. A Less Than Truckload (LTL) rate or rating is one which is applicable to a quantity of freight less than the truckload or volume minimum specified.

C. A Truckload (TL) or Volume rate or rating is one which is specifically designated truckload or volume or is subject to a truckload or volume minimum weight and rate. Except as otherwise specifically provided, such rates, ratings and minimum weights do not necessarily reflect complete utilization of the full capacity of vehicles, and are not to be construed as affording shipper exclusive use of such partially filled vehicles.

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

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

F. A Spot Quote rate or Volume rate shall mean any price quotation derived from a non-published tariff, scale, or pricing document that is subject to change on a daily basis due to balance, carrier need, or other freight characteristic and is generally quoted verbally or in writing as a result of a verbal or internet pricing request and is valid for a period of ten days or less.

Item Title: NMFC COMMODITY DESCRIPTION HEADINGS ITEM# 160

Descriptive Generic Headings published in tariffs governed by this tariff which correspond to description headings in NMFC, will be understood to include all qualifying statements shown in NMFC in connection with such headings as well as all notes in NMFC to which such headings are made subject. (See Example)
EXAMPLE: Where the heading "Nickel Group, viz,;" is referred to in the heading of a commodity rate item, such heading will be subject to Item 139740 of NMFC including the notes named in Items 139742 and 139744 of NMFC.

Item Title: QUOTATION OF ESTIMATED CHARGES ITEM# 170

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 published tariff provisions or pricing agreement provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.

4. All Fort Transportation published tariff pages are for transportation as a common carrier and are subject to the National Motor freight classification, the ATA Hazardous Materials Tariff, price schedule, terms, conditions and rules maintained at Fort Transportation's general office, the terms and conditions of Fort Transportation's Bill of Lading which incorporates the terms and conditions of the National Motor Freight classification Series 100 Uniform Straight Bill of Lading in effect on the date of the issue of the Bill of Lading. The above referenced documents, terms and conditions are subject to change at any time with or without notice and are incorporated herein by this reference. Fort Transportation shall provide to the Shipper, on request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to with the Shipper may have been based. If there is a conflict between the terms and conditions of Fort Transportation's Bill of Lading and any other document, the terms and conditions of Fort Transportation's Bill of Lading shall control. Fort Transportation shall in no event be liable for loss of profit, income, interest, attorney's fees, incidental or consequential damage.

Item Title: APPLICATION OF EQUIPMENT RENTAL ITEM# 180

The service charge for use of Fort Transportation's trailers, regardless of size, will be $75.00 per day, per trailer used. Weekends and Holidays will also be included in the daily rate. Authorization must be sent and acknowledgement must be received in writing by Fort Transportation.

Item Title: ARTIFICIAL DENSITY TO OBTAIN A LOWER CLASS (BUMPING) ITEM# 190

Except as otherwise specifically provided, the provisions in this tariff or in tariffs governed by this tariff are subject to the bumping provisions contained in Item 171, NMFC 100 Series.
Exception: Item 171, NMFC 100 will not apply when the result would be application of a lower exception (not NMFC) class (rating).

Item Title: PRECEDENCE AND APPLICATION OF RULES ITEM# 200

(A) When rules and definitions published in this Tariff are in conflict with a rule published in the NMFC, such rules and definitions published herein, to the extent of its application, will apply in lieu of the rules and definitions published in the NFMC.

(B) The rules and definitions herein provided for will take precedence over the rules and definitions provided for in the NMFC.

(C) The exceptions named herein, unless otherwise provided, are subject to the rules, conditions and other requirements of the NMFC and to the conditions of the uniform Bill of Lading defined therein.

Item Title: ADVANCING CHARGES (Exception to NMFC 100, Item 300) ITEM# 220

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (see Note 1). The nature of charges to be advanced, as shown in Note 1 must be stated on the bill of lading at the time of shipment.
The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to the effect is made by the shipper on the bill of lading and shipping order at time of shipment.

The charges of the carrier for advancing moneys as described above will be **3%** of the amount being advanced subject to a minimum charge of **$36.00**.

Note 1: The term "Charges incidental to the transportation of the shipment" shall include only the following: (Subject to Note 4).

1) Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced.)
2) Loading or unloading charges.
3) Charges for packing and crating the shipment.
4) Drayage charges (subject to Note 2).
5) In Bond or custom house charges.
6) Wharfage or handling charges on import shipments.
7) Warehouse storage or warehouse handling charges.
8) Broker's fees on customs or In Bond shipments (See Notes 3 & 5).
9) Demurrage.
10) Carriers storage.
11) Immediate transportation entry (IT) paper.

Note 2: The term "drayage" as used in this item shall mean local transportation within the pickup

terminal area from actual origin to the line-haul carrier's dock.
Note 3: When reference is made hereto, the nature of the charges to be advanced need not be stated on the bill of lading at time of shipment if they accrue at a point other than origin.
Note 4: Provisions of this item do not include the advancing of customs broker's fees on In Bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.
Note 5: Provisions of this item will not apply on shipments destined to points in Canada moving in single line service.

Item Title: BILLS OF LADINGS CORRECTED ITEM# 230

1. Change in Collection Status
Corrected bills of lading or other written instructions to change the collection status from "collect" to "prepaid", "prepaid" to "collect" or to add, change, or delete a "third party billing" may be permitted at the sole discretion of the carrier subject to the following condition:

a) A change from "prepaid" to "collect" may not be made after the shipment has been delivered.
b) Only the shipper or new payor may request a change in collection status. Such request must be made in writing.
c) A change in the collection status will not be allowed after payment has been received on the basis of the collection status of the original Bill of Lading.
d) The new payor must have established credit with the carrier.
e) The party requesting change in the collection status must guarantee, in writing, immediate payment of the applicable freight charges, and any additional charges incurred by the carrier should the new debtor fail to pay with the prescribed S.T.B. credit guidelines.

f) Corrected Bills of Lading will not be accepted if Section 7 of the terms and conditions has been endorsed.

Item Title: BILLS OF LADINGS CORRECTED (CON'T.) ITEM# 230

2. Change in Description or Weight
Changes in description or weight will be permitted only upon presentation to the carrier of the satisfactory proof (original invoice and descriptive literature) that the original Bill of Lading was in error.
3. The carrier may assess a correction fee of $**25.00** per request to process a change in collection status or a change in description or weight.

Item Title: ARRIVAL NOTICE AND UNDELIVERED FREIGHT ITEM# 240

A) Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.

B) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at carriers delivery facility.

1. The notice will be given by telephone, if practicable, otherwise by US mail, mail, email or messenger. The notice however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.

2. 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.

3. If the notification is by mail, the notice will be deemed to have been given (meaning received by the addressee) on the first business day after it was mailed.

UNDELIVERED FREIGHT:

A) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will notify the consignor that the freight is being stored and the reason therefore.
B) Undelivered shipments will become subject to Storage Charges, as provided in Item 1050 at 7 AM of the second business day following the day on which the notice of arrival is given. Shipments or partial shipments subject to Detention Rules and Charges as provided in Items 420 and/or 430 herein will also be subject to Storage Charges for that part of a shipment not delivered when first attempt to deliver is made.

Item Title: BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES ITEM# 250

(Addition to NMFC 100, Item 360)
Section 1 (f): When payor of freight or other lawful charges requires or requests as a prerequisite to payment (See Notes 2 and 3):
1. The return of any part of bill of lading or driver receipt sets or copies thereof, (see Note 1), will be free of charge for the first copy requested. Any subsequent requests for copies after the first one has been provided will be assessed **$4.25** for each such document or copy; OR
2. Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1 (e), a charge of **$4.25** for each such document or copy will be made, OR
3. The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges, a charge of **$ .30** per line of itemization, listing or description (or portion thereof) subject to a minimum charge of **$4.25** per page, per copy, will be made; OR
4. Any form or copies of forms, other than those described in Section 1 (f) or Section 1 (f) (2), to be submitted with freight bills or statements of charges, a charge of **$4.25** for each such form or copy will be made; OR
5. That information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges, a charge of **$4.25** per shipment will be made.
6. That proof of delivery be furnished in any form, a **$4.25** charge for each such document or copy will be made.

7. All rates, terms & conditions of common carriage are governed by the carriers Bill of Lading or the uniform Bill of Lading unless a written agreement, separate from the Bill of Lading, is signed by an authorized representative of Fort Transportation.

Item Title: BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES (CON'T.) ITEM# 250

8. Only designated representatives, not drivers, are authorized to negotiate rates and terms. A drivers signature on any bill other than the uniform Bill of Lading or the carriers Bill of Lading simply acknowledges receipt of a shipment.

NOTE 1: When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

NOTE 2: The charge set forth in Section 1 (f) will not apply to:
A) SIGHT DRAFT PLAN; (when documentation is limited to):

(1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment (s) on the sight draft,

(2) supporting freight bills (s) and statement (s) of charges not in excess of number set forth in Section 1 (e), or

(3) the return of a copy of the bill of lading furnished by shipper.

NOTE 3: The provisions set forth in Section 1 (e) and Section 1 (f) will not apply to shipments moving on United States Government Bills of Lading.

Item Title: BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES ITEM# 260

(Exception of Section 2 (a) of NMFC 100, Item 100, Item 360
The provisions of Section 2 (a) of NMFC 100, Item 360, do not apply, and in lieu thereof, the following applies:

Section 2 (a). The name and address of only one consignor and one consignee and only on destination shall appear on a bill of lading. Bills of lading of shipments consigned "To Order" at one point, with instructions to notify the consignee at another point, will be permitted only when both points are adjacent or within the same commercial zone. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

Item Title: CAPACITY LOADS ITEM# 270

PART I - DEFINITION.
The terms "LOADED TO CAPACITY" or "CAPACITY LOAD" refer to the extent each vehicle is loaded with freight, each term meaning:

1. That quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a vehicle; or

2. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; or

3. That quantity of freight that can be legally loaded in or on a vehicle because of the weight size Limitations of State or regulatory bodies. (see Note 2)

PART II - MINIMUM CHARGE/MINIMUM WEIGHT (Note 1)

A. Unless otherwise specifically provided, each and every vehicle bearing a capacity load of freight, such freight constituting all or part of a single shipment, will be subject to a minimum charge based upon the following:

Item Title: CAPACITY LOADS (CON'T.) ITEM # 270

1. When a shipment is subject to a specific truckload commodity rate or charge, as published in FTSC-100E series tariff or in a Contract, the applicable truckload commodity rate will apply.

2. When a shipment is not subject to the provisions of number 1 above, the rate shall be **$6.50** per mile, per trailer plus fuel surcharge. The minimum charge shall be **$1,000.00**.

3. Multiple shipments tendered the same day consigned to the same consignee will be considered as a single shipment and will be rated subject to the minimum charge published in this item.

4. Mileage to be determined by PC Miler, Practical route.

5. Shipments subject to the mileage rates herein are not subject to any discounts.

PART III - OVERFLOW
When a volume truckload shipments exceeds the quantity that can be loaded in a vehicle of 1950 cubic feet or more, the following provisions will govern: (See Note 1)

A. When two vehicles are required:

1. The first vehicle, if of capacity of 1950 cubic feet or more, must be loaded to full capacity, and the quantity loaded therein shall be charged for at actual weight, but not less than the established volume or truckload minimum weight.

2. If the excess over the quantity loaded in the first vehicle is sufficient to fully load a second vehicle of capacity of 1950 cubic feet or more, it will be charged for at actual weight, but not less than the established volume or truckload minimum weight.

3. If the excess over the first vehicle is insufficient to fully load a second vehicle of capacity of 1950 cubic feet or more, such excess will be considered as a separate shipment and so rated.

B. When more than two vehicles are required:

1. The contents of each fully loaded vehicle, if of capacity of 1950 cubic feet or more, shall be charged for at actual weight, but not less than the established truckload minimum weight.

2. If there is excess which is insufficient to fully load the last vehicle of capacity of 1950 cubic feet or more, such excess will be considered as a separate shipment and so rated.

C. Each vehicle, except the one carrying the excess (or overflow) shall be loaded as fully as conditions permit, consistent with safety and precautions against damage.

D. The carrier obligates itself to use a vehicle of not less than 1950 cubic feet capacity.
NOTE 1: No vehicle may be loaded in excess of that quantity of freight which can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations.

Note 2: Maximum weight for any vehicle over 28 feet in length is 44,000 lbs.

Item Title: CLASSIFICATION OF ARTICLES ITEM# 280

1. Where the governing classification, NMFC 100, or reissues thereof, publishes a “O” rating for a commodity, the applicable rating shall be 500.

2. Where the governing classification, NMFC 100, or reissues thereof, publishes a “not taken” provision, inadvertent pickup and handling shall be at Class 500.

3. Subject to Item 565 herein, classification or rating provisions in the governing classification, NMFC 100, or reissues thereof requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or bill of lading by shipper at time of shipment subject to the following:

Failure by the shipper to properly notate such value or the applicable NMFC Item and sub no. on the shipping order or bill of lading will cause the carrier to assess the otherwise applicable class or rating not dependent on such valuation, if any. In the absence of such unrestricted class or rating, the carrier will assess the lowest released value and rating or the highest actual value and rating.
Carrier will honor corrected bills of lading upon receipt of acceptable proof of actual value. Corrected bills of lading will not be accepted nor will freight charges be adjusted on released value shipments.

Item Title: CLASSIFICATION OF HAZARDOUS ARTICLES ITEM# 290

Empty or used packaging for shipping hazardous material or hazardous substance (exception to ICC NMFC 100 series).

1. Used Packaging, partially full or empty, for shipping Hazardous Material or Hazardous Substance will be subject to the class provided in the NMFC 100 Series or supplements thereto for the commodity represented by the residue last contained in such packaging if higher than the class for the packaging, unless Shipper certifies on the original bill of lading at time of shipment that such packaging is properly cleaned and purged of any hazardous residue or vapors.

2. The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by Shipper as being “empty”.

In Addition, the shipper shall be charged **$95.00** straight time and/or **$142.50** time and one-half for each labor hour, or fraction thereof, lost by the carrier due to handling of such undisclosed hazardous substances because its facility is closed as a result of any release of such undisclosed hazardous material or hazardous substance.

Item Title: CLASSIFICATION OF COMBINED ARTICLES ITEM# 300

When not specifically specified in the governing Classification, or specifically described in tariffs made subject to this tariff, articles which have been combined or attached to each other will be charged for at the rate provided for the highest rated (class or commodity) article of the combination. On a shipment subject to Volume or Truckload rates or ratings, the minimum weight will be the highest minimum weight provided for any article in the combination.

When articles have been combined with or attached to vehicles, motor or vehicles other than self-propelled, they will be rated as a combination article unless the combined article is specifically provided for in NMFC or in tariffs made subject to this tariff.

Item Title: COLLECT ON DELIVERY (COD) SHIPMENTS ITEM# 310
(Exception to NMFC 100, Item 430)

Collect on delivery (COD) shipments will NOT be accepted.

In the event a COD is inadvertently accepted:

- The carrier will stop the shipment in transit and return to shipper with charges

OR in the event the shipment is not stopped in transit:

- The carrier will have no liability if funds are not collected
- The fee on COD Shipments will be ten (**15%**) percent of the COD amount with a minimum charge of **$130.00** per shipment and shall be in addition to all other applicable freight charges.
- Only the following forms of payment will be accepted:
    - Bank cashier's check;
    - Bank certified check;
    - money order; or
    - personal check of the consignee when so authorized in writing on the BOL or directly by the shipper
- All checks and money orders shall be made payable to the shipper.
- The charges for collecting and remitting the amount of each COD bill to the collected on shipments consigned COD will be the responsibility of the party responsible for payment of the freight bill.
- If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carrier is not responsible, in such circumstances, to see or remit the COD amount to the consignor or owner of the goods.

Item Title: CORRECTION OF INTERLINE FREIGHT BILL ITEM# 330

A) The provisions given below apply to shipments that have been delivered. Correction of terms will be allowed on undelivered shipments.

B) Corrected freight bills, that resulted from an interline's billing error, changing the terms from "prepaid" to "collect" will be permitted at the sole discretion of the carrier. In the event a consignee does not have established credit with Fort Transportation, or has an account that is not current, Fort Transportation reserves the right to decline the request for correction of terms.

C) If the error was a shipper's error the provisions in "B" apply.

D) The provisions listed herein take precedence over any other rules, published either by Fort Transportation or by other parties.

E) Requests for corrections over 60 days from the date of delivery will not be allowed.

Item Title: COMBINATION OF RATES ITEM# 340

When combination of rates and/or charges are applicable, combination of rates and/or charges will be computed over the point or points of actual interchange (points where the freight is physically interchanged from one carrier to another carrier) (subject to Note 1).

NOTE 1: The provisions of this item do not apply on shipments moving under government bills of lading.

Item Title: COMBINATION OF BILL OF LADINGS ITEM# 350

Combination of bill of ladings may be permitted at the sole discretion of the carrier subject to the following conditions:

a) The carrier must receive written request for change.

b) The party requesting change must guarantee, in writing, immediate payment of the applicable charges.

c) The carrier will assess a combination fee of **$35.00** per each original bill of lading.

d) Shipper cannot split Bills of Lading to avoid **Item 640** or Item **270 herein**.

NOTE 1: The provisions of this item do not apply on shipments moving under government bills of lading.

Item Title: THIRD PARTY COLLECTION OF CHARGES ITEM# 360

When a party other than the consignor or consignee as shown on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and Shipping Order at the time of original tender.

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

NOTE 1: Shipments subject to the provisions of this item must be billed as "Prepaid".

NOTE 2: Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the Bill of Lading.

Item Title: CONSECUTIVE NUMBERS ITEM# 370

Where numbers are connected by the word "to", "thru", or with the mark " - ", it means that the numbers are consecutive and include both of the numbers shown.

Item Title: CROSS-DOCK HANDLING AND ADMINISTRATIVE CHARGES ITEM# 380

Freight dropped at Fort Transportation's facilities to be cross-docked will be charged a **$2.25 CWT** subject to a minimum charge of **$55.00** per shipment.

Item Title: SAME DAY SERVICE CHARGES ITEM# 390

1. Please contact the Fort Transportation Rate Department at 800-242-0128 for same day service pricing.

Item Title: DEDICATED EQUIPMENT AND DRIVER ITEM# 400

Carrier will dedicate equipment and/or driver to a shipper on an hourly basis subject to the following provisions and charges. (See Note 1).

1. Please contact the Fort Transportation Rate Department at 800-242-0128 for dedicated equipment and driver pricing.

2. Shipper will provide loading and unloading services.

NOTE 1: Will not apply on the following commodities
Furniture
Household Goods
Commodities in Bulk
Class A or B Explosives

Item Title: IN BOND FREIGHT ITEM# 410

Fort Transportation will not haul customs or “in bond” freight.

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER UNITS ITEM# 420

APPLICATION:

Detention of vehicles - The following item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailer load rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other than self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipments to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

Detention - vehicles with power units - This item applies when carrier’s vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 – GENERAL PROVISIONS –

A. This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the provisions of this item, the term “truckload rates” shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.

B. This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.

C. Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.

D. The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A)

NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

E. When carrier’s employee assists in loading, unloading, or checking the freight, this item will apply

whether or not the power unit is actually detained.

F. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER UNITS (CON'T.) ITEM # 420

SECTION 2 - DEFINITIONS –

The following general definitions will apply when the below terms are used in this item:

A. "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

B. "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

C. "Unloading" includes:

1. Surrender of the Bill of Lading to the carrier on shipments billed "To-Order".
2. Payment of lawful charge to the carrier when required prior to delivery of the shipment.
3. Notification to the carrier that vehicle is unloaded, and
4. Signing of the delivery receipt.

D. "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

E. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

F. "Normal nonworking periods" mean meal, coffee, and rest breaks.

G. "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3 – COMPUTATION OF TIME –

A. Commencement and terminations:

1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

2. Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses

to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

B. Prearranged scheduling:

1. Subject to the provisions of Item 450, and upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival

of the vehicle for loading or unloading.

2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, the carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party

designated by them for carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.
3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

C. Conditions governing the computation of time:

1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

2. When loading or unloading is not completed at the end of the carrier's normal business hours of the designated place, consignor, consignee, or other party designated by them shall have the option:
a) to request that the vehicle without power remain at its premises subject to the provisions of Section 4 - d; or (b) to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods , any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4 – FREE TIME –

A. Free time shall be computed as follows:

Sixty (60) minutes to load a trailer and sixty (60) minutes to unload a trailer. This free time shall apply to shipments that are 10,000 pounds and over, or occupy the full visible capacity of the trailer as defined in Item 270 herein. It will also apply to shipments subject to Item 390-Exclusive Use of Vehicle; or shipments computed on a mileage basis as listed in Item 390-Same Day Service and Item 400-Dedicated Equipment. Shipments under 10,000 pounds and not subject to Item 270, will be subject to the provisions of Item 430-LTL Detention as listed herein.

NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

B. When at least 90 per cent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 60 minutes, except that, when open-top equipment is

used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4 (a).

C. When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments

are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.

D. When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER UNITS (CON'T.) ITEM # 420

1. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed.

2. If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

E. When a 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 be until free time for unloading has elapsed.

F. Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5 - CHARGES –

When the delay per vehicle beyond free time is 1 hour or less, the charge will be **$95.00.** For each additional 30 minutes or fraction thereof, the charge will be **$80.00**.

Detention of Vehicles - The following item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailer load rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipment to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

Detention - Vehicles Without Power Units - Spotting or dropping trailers. (See Note 1)
This item applies when carriers vehicles without power units are delayed or detained on the premises of

2the consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

NOTE 1: For the purpose of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

SECTION 1 – GENERAL PROVISIONS –

A. Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

B. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carriers employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show " Shipper Load and Count".

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITHOUT POWER UNITS (CON'T.) ITEM# 420

C. Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.

D. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
E. Free time for each vehicle will be a provided in Section 3. After the expiration of free time, charges will be assessed as provided in Section 4.

F. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid and collect.

G. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction of carrier's ability to pick up or deliver spotted trailers at hours other than it's normal business hours.

SECTION 2 - DEFINITIONS –

The following general definitions will apply when the below terms are used in this item:

A. "Vehicle" means tractor -trailer combinations used the transportation of property where;
1. "Trailer" means mobile units with or without wheels, used to transport property and,
2. "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.

B. "Loading" includes:
1. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
2. Notification to the carrier that the vehicle is loaded and ready for forwarding.

C. "Unloading" includes:
1. Surrender of the Bill of Lading to the carrier on shipments billed "To Order".
2. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
3. Notification to the carrier that vehicle is unloaded and ready for forwarding, and
4. Signing of delivery receipt.

D. "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

E. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

F. "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit.

Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without a specific request are not spotted until the carrier receives a consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITHOUT POWER UNITS (CON'T.) ITEM # 420

SECTION 3 - COMPUTATION OF FREE TIME –

A. Commencement of spotting and free time:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted un loading, such time shall commence at the time of placement of the trailer 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 consignor or a party designated by consignor.

2. When any portion of the 24 hour free time extends into a Saturday, Sunday, or holiday (national, state, or municipal), the computation of time for such portion shall resume at 12:01 AM on the next day which is neither a Saturday, Sunday or holiday.

3. Free time shall not begin on a Saturday, Sunday, or holiday (national, state, or municipal), but at 8 AM on the next day which is neither a Saturday, Sunday or holiday.

4. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

B. TERMINATION OF SPOTTING AND NOTIFICATION:

1. Consignor, consignee, or other party designated by them 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. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

2. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

a. If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with

no further free time allowed.
b. If the change is requested and made after the expiration of free time for a

spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto,

the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

C. Prearranged Scheduling:

1. Subject to the provisions of Item 450 and upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
2. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from the actual time spotting commences.
3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the

scheduled time or actual time loading commences, whichever is earlier.

SECTION 4 - CHARGES –

A. General detention charges; After the expiration of free time as provided in Section 3a of this item, charges for detaining a trailer will be assessed as follows:

1. For each 24 hour period or fraction thereof (Saturdays, Sundays, and holidays excepted)...**$195.00**. (I)

B. 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 consignor, consignee, or other party designated by them. 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 in Item 420.

C. Strike interference charge: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of $50.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

SECTION 5 - RECORDS –

A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times;

A. Name and address of consignor, consignee, or other party at whose premises the trailer is spotted;
B. Identification of spotted trailer;
C. Date and time of arrival of the trailer for spotting;
D. Date and time notification that the spotted trailer is ready for pickup was received by carrier;
E. Date and time of arrival and departure of power unit for pickup;
F. The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;
G. Whether trailers are spotted under a prearranged schedule;
H. When trailers are spotted under a prearranged schedule, the date and time specified therefore.

Item Title: DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS ITEM# 430

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

SECTION 1 - GENERAL PROVISIONS:

1. This item applies only to vehicles which have been ordered or used to transport shipments;
a. Subject to LTL or Pallet rates;
b. Not subject to Item 490 (Exclusive Use of Vehicle Service) or Item 270 (Capacity Load provisions).
2. When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
3. Nothing in this item shall require a carrier to pickup or deliver freight at hours other than such carrier's normal business hours.
4. When vehicle is both unloaded and reloaded, such transaction will be treated independently of the

other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
5. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.
6. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 1050. If the freight is later tendered for delivery, the charge for redelivery in Item 930 will apply. In such event, no free time will be allowed, detention charges as provided above in number 5 of this item will immediately become applicable if carrier is further delayed.

7. When, through no fault of the carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:

A. Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 number 2 will apply.

B. Consignor or consignee may request that the vehicle with power be returned to carrier's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage as provided in Item 910. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 930.

SECTION 2 - DEFINITIONS:

"LOADING" - Includes the furnishing to the carrier the bill of lading or forwarding directions of documents necessary for forwarding of the shipment.
"UNLOADING" - Includes:

A. Surrender to the carrier of bill of lading on shipments bill "To Order".
B. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
C. Notification to the carrier that vehicle is unloaded.
D. Signing delivery receipt when delivering carrier's agent is present at unloading.

SECTION 3 - COMPUTATION OF DETENTION TIME:

1. Except as provided in Paragraphs 2 and 3, computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver

of a signed bill of lading or receipt for delivery.

2. Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:
A. When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.
B. When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.
3. When carrier is permitted to work before or after the normal day, such working time shall also be included.

4. When consignor tenders or consignee receives more than one LTL or AQ shipment at one time, the

Item Title: DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS (CON'T.) ITEM # 430

combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment subject to a minimum of 45 minutes additional free time.

5. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment. Where single or multiple Ltl or AQ shipments subject to LTL or AQ rates exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 4 - FREE TIME:

1. Free time shall be as follows:
Actual Weight In Pounds Free Time In Minutes
Per Vehicle Stop Per Vehicle Stop
Less than 2,500.....15
2,500 but less than 5,000.....30
5,000 or more…….....45

2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:

A. If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.

B. If the change is requested and made after expiration of free time for vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.

SECTION 5 - CHARGES:

1. When the loading or unloading is delayed beyond the free time, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be **$40.00**.

2. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

Item Title: SCHEDULING OF LOADING OR UNLOADING ITEM# 450

Upon reasonable request of consignor, consignee or others designated by them and subject to the

provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Items 430 and 420.

Section 1 - Request for prearranged scheduling may be oral or in writing.

Section 2 - Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation. (Note 1)

Section 3 - The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in Item 1050 herein.

Item Title: SCHEDULING OF LOADING OR UNLOADING (CON'T.) ITEM# 450

NOTE 1. Prearranged time covers anytime within fifteen (15) minutes before or after time, allowing for traffic delays.

Item Title: CUSTOMS PROCESSING FEE ITEM# 460

All shipments between the United States and Canada will be assessed a Custom Processing Fee of $**12.50** per shipment.

Item Title: DETENTION, WAL-MART DELIVERIES ITEM# 470

Unless agreed otherwise, shipments consigned to Wal-Mart Distribution Centers (DCs) shall not be accepted. Shipments that are inadvertently accepted by carrier will be returned to the shipper with freight charges. Shipments going to Wal-Mart stores will be assessed a detention charge of **$130.00 per hour** subject to an absolute Minimum Charge of **$130.00** per shipment. The charge for each 15 minutes, or fraction thereof, will be **$40.00**. This charge is in addition to normal freight charges.

Item Title: DIVERSION - MOTOR TO AIR TRANSPORTATION ITEM# 480

When carrier receives instructions to divert a shipment at one point from motor to air transportation, the following provisions apply:

1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point.

2. A charge of **$55.00** per hour, per man, subject to a minimum charge of **$110.00** will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion.

3. A charge of $**15.00** per 100 pounds, subject to a minimum charge **of $95.00**, will be made for delivery service to the air transportation terminal.

Item Title: EXCLUSIVE USE OF TRAILER (See Note 1) ITEM# 490

Exclusive use of a trailer will be furnished on request of the shipper or consignee for the transportation of a shipment. Charges will be computed at the lawfully published Class 100 rate subject to a minimum of 20,000 pounds at the volume or truckload rate applicable via the route of movement. Charges for shipments moving under the provisions of this item must be guaranteed by the party requesting the service (Shipper or Consignee) in writing.

Each bill of lading and freight bill covering shipments for which exclusive use of trailer is provided must be marked or stamped as follows:

"Exclusive Use of Trailer Ordered

by_____ of (Shipper or Consignee)"
NOTE 1 - Shipments moving under the provisions of this item may not be stopped in transit for partial loading or unloading.

Item Title: EQUIPMENT ITEM# 500

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

Item Title: EXEMPT COMMODITIES ITEM# 505

When an article is listed in the NMFC as having an exempt designation, use the following classes based on a density rating. (Note 1)

Less than 1 PCF	Class 400
1 but less than 2 PCF	Class 300
2 but less than 4 PCF	Class 250
4 but less than 6 PCF	Class 150
6 but less than 8 PCF	Class 125
8 but less than 10 PCF	Class 100
10 but less than 12 PCF	Class 92.5
12 but less than 15 PCF	Class 85
15 but less than 18 PCF	Class 70
18 but less than 20 PCF	Class 60
20 but less than 25 PCF	Class 55
25 or greater PCF	Class 50

NOTE 1: If the density is not shown on bill of lading at time of shipment, the lowest density may be used. Upon submission of satisfactory proof of a higher density, the freight charges will be adjusted to the basis of the class applicable to such density.

Item Title: IDENTIFYING SHIPMENTS OF FOOD, FOODSTUFFS, OR OTHER EDIBLE MATERIALS ITEM# 510

Shipments of food, foodstuffs or other edible materials, when tendered to the carrier, must be properly identified by the shipper on the bill of lading at time of shipment in a manner to clearly be evident to the carrier that the shipment contains foodstuffs or may be for human or animal consumption. If the shipper fails to so identify the shipment, the carrier will not be liable for loss or damage, including the cost of destruction, which may result from co-loading with other commodities in violation of D.O.T. regulations governing prohibited loading combinations.

Item Title: EXTRA LABOR - LOADING OR UNLOADING ITEM# 520

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading, at each location where extra labor is used;

A. $**145.00** per man for each hour or fraction thereof up to 8 hours.

B. $**235.00** per hour or fraction thereof over 8 hours. Fractions will be rounded up.

C. Subject to a 2-hour minimum.
Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed to the consignor (See Note 1) if the extra labor is used for loading and to the consignee (See Notes 2 and 3) if the extra labor is used for unloading.

Extra labor will not be furnished unless requested by consignor or consignee.

2. Carrier's records must contain:

A. Name and address of consignor and consignee at whose place of business shipment(s) were loaded or unloaded.
B. Identification of vehicle tendered for loading or unloading.
C. Number of extra men used, number of hours or days each such man was used and the charges.

3. The provisions of this item will not apply on Sundays and Holidays. On such days apply the charges provided in Item 780 (Pickup or delivery service – Saturdays, Sundays, Holidays or After Hours).

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

NOTE 1 - Consignor, as used in this item, means the party from whom the carrier received the shipment,

Item Title: EXTRA LABOR - LOADING OR UNLOADING (CON'T.) ITEM# 520

or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2 - Consignee, as used in this item, means the party to whom the carrier is required, by bill of lading or other instruction, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated by the bill of lading.

NOTE 3 - Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

Item Title: FREIGHT, ALL KINDS (FAK) – APPLICATION ITEM# 530

When tariffs governed by this tariff provide for the application of the same class, rating or rate(s) on commodities generally, by the absence of a commodity description or by use of descriptions such as (but not limited to) "Freight, All Kinds", "Commodities Various", "All Commodities", or similar descriptions, the following shall apply:

1. When one or more released value provisions are provided in this tariff, in the NMFC or in any other tariff or contract that would otherwise be applicable, for any specific commodity tendered for transportation the lowest such released value will apply in all cases.

2. Such rates or ratings subject to a general description as referred to above take precedence over other published provisions.

3. Such provisions, when restricted to M/C, LTL or AQ application, shall be restricted to apply only on individual shipments occupying under 1500 cubic feet in size. Provisions of this paragraph will apply only when specific reference is made hereto.

4. The shipper is required to correctly identify, on the bill of lading at the time the shipment is tendered to the carrier, the specific commodity(s) or product(s) tendered for transportation, including those subject to FAK pricing.

In connection with shipments where the shipper fails to correctly identify the specific product(s) or commodity(s);

A. The FAK pricing becomes null and void and otherwise applicable pricing will apply. Further, the carrier is not obligated to rate or transport the shipment until the shipper issues a corrected

bill of lading correctly identifying the specific product(s)s or commodity(s).

B. In the event the shipment is inadvertently rated and transported without the product(s) or commodity(s) being correctly identified on the original bill of lading at time of tender, the carrier is relieved of any liability for damage to or destruction of such product(s) or commodity(s) resulting from the loading of the product(s) or commodity(s) on the same trailer with other freight that is either incompatible with or prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with such product(s) or commodity(s) moving under FAK rates.

C. Carriers maximum liability is limited per Item 910. If there exists in this tariff or any other governing tariff a conflict with the provisions of Item 910, then the Item producing the lowest liability for Carrier shall govern.

5. Pricing provisions applicable in connection with "Freight, All Kinds", "Commodities Various", All commodities, etc., as referenced in the opening paragraph of this item shall not include those commodities in the governing classification, NMFC 100, or reissues thereof when provided therein with a "not taken"

Item Title: FREIGHT, ALL KINDS (FAK) – APPLICATION (CON'T.) ITEM # 530

or "O" provision or rating.

Item Title: HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE (INSIDE DELIVERY OR PICK-UP) ITEM# 540

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move the shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 740 (Pick-up or Delivery Service).

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier.

Service provided under this item will be assessed a charge of:

$**4.15** per 100 pounds subject to a **$50.00** Minimum Charge per shipment with a Maximum charge of **$450.00**.

When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

Item Title: HEAVY OR BULK ARTICLES, LOADING OR UNLOADING ITEM# 550

A. The provisions of NMFC 100 Item 568 will not apply. For provisions to apply, see Item 740 (Pickup and Delivery) and paragraph (b) below.

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

Item Title: IMPRACTICABLE OPERATIONS ITEM# 560

Pickup or delivery service will not be performed by the carrier at any site from or to which it is

impractical to operate vehicles because of:

1. The conditions of roads, streets, driveways, alleys or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

Item Title: IMPRACTICAL HAULS ITEM# 570

Nothing in this tariff shall be construed as requiring carriers to undertake or to participate in any haul which is obviously unreasonable, impractical or unprofitable because of circuitry of routes, or because of excessive number of joint haul participating carriers.

Item Title: LIABILITY OF CARRIERS - PERISHABLES ITEM# 580

Carrier assumes no liability of deterioration of perishable products or on account of delays due to weather conditions or delays beyond control of carrier.

Item Title: LIFTGATE SERVICE ITEM# 590

Performance of liftgate service requested by customer will be assessed a rate of **$4.15** per hundred pounds subject to a Minimum Charge of $**65.00** in addition to freight charges with a Maximum charge of **$450.00**.

If this service is authorized on the Bill of Lading the party responsible for the freight charges will pay this charge. If this service is not authorized on the Bill of Lading the party requesting the service will be liable for this charge.

Item Title: LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE ITEM# 600

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following additional provisions:

1. At the time of shipment, the consignor must endorse on the Bill of Lading and Shipping Order the notation “Consignor load and count and/or consignee must unload” the shipment, as the case may be. (See Note 1).

2. The complete loading and/or unloading service, as the case may be, of the freight, including the count thereof must be performed by the shipper and/or consignee at his expense, without any assistance from the carrier. The carrier’s employee and power unit is to be released while loading and/or unloading is performed. At carrier’s option the carrier’s employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.

3. (A) The complete loading service includes the counting and loading of the freight into or on the carrier’s vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar

bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect and make shipments secure for transportation, must be furnished and installed by and at the expense of the consignor.
(B) The complete unloading service means that the consignee must count and remove the freight from the position in which it is transported in or on the carrier’s vehicle.

4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.

5. In the event the shipment is stopped-off for partial loading or partial unloading the party or parties

tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting, as the case may be.

6. If the consignor fails to comply with the requirements of paragraph 1 herein, or if for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting, or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading and counting, the rate will not apply and rates otherwise published will be assessed.
NOTE 1 - The requirements that notation must be placed on bill of lading and shipping order at time of shipments will not apply when entire shipment consists of freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 pounds or more as tendered for shipment (loading required by consignor and unloading required by consignee per NMFC 100, Item 568).

Item Title: MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS ITEM# 610

The provisions of NMFC 100 Item 580 will apply, however, carrier will at the instruction of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

Item Title: MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS (CON'T.) ITEM# 610

$**2.00** per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of $**25.00** per shipment.
All charges accruing under the provisions of this item, must be either paid by the party requesting the services or guaranteed to the satisfaction of the carrier before the service will be performed.

Item Title: MAXIMUM CHARGES ITEM# 620

SECTION 1 - In no case shall the charge for any shipment from and to the same points via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the shipping form and subject to the same packing provisions, at the rate and weight applicable, to such greater quantity of freight.

SECTION 2 - Section 2 of NMFC 100 Item 595 is not applicable in connection with rates, rules or regulations named in tariffs governed by this tariff.

Item Title: MINIMUM CHARGE - HOUSEHOLD GOODS OR PERSONAL EFFECTS ITEM# 630

The minimum charge for an LTL shipment of household goods or personal effects, as described in NMFC Item 100200 and 100262, will be 500 pounds at the otherwise applicable specific account pricing, but not less than the otherwise applicable minimum charge published from origin to destination between which the traffic is moving. However, this item will not apply on shipments of military household goods or personal effects when moving on a government bill of lading or on a commercial bill of lading which clearly indicates the underlying government bill of lading number.

Item Title: MINIMUM CHARGE – DENSITY ITEM# 640

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a Minimum Charge, based upon a calculated weight and the applicable rate.

The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof.

The applicable rate shall be determined from the class tariff as defined in the payor's pricing provisions. If the shipment is subject to commodity rate provisions, the governing class tariff to be applied will be the current FTSC-100E class tariff in effect at the time of the shipment. The Class 100 rate will apply, regardless of any established FAKs. The payor's full published discount percentage (excluding any FAK

provisions), will apply.

If the payor has no published pricing, then a sixty five (65%) percent discount will apply.

Conditions and Definitions:
1. Provisions of this item apply only in connection with shipments which weigh less than six (6) pounds per cubic foot (actual weight) and which require more than 650 cubic feet of space.

2. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with NMFC 100 Series, Item 110, Section 8 (a) and (b), except as provided below.

A vertical and / or horizontal dimension of eight (8) feet shall be used to determine the cube of the individual shipping unit (s) when loading of other cargo is precluded because of:

a) the nature of the article;
b) the packaging or lack of packaging used;
c) palletization in "pyramided", "rounded off", or "topped off" fashion, and/or
d) specific instructions by the shipper in the form of a bill of lading notation.
e) if shipping units are over 52 inches high and / or wide.

Item Title: MINIMUM CHARGE – DENSITY (CON'T.) ITEM# 640

The cubic capacity will be determined by the carrier. The provisions of the National Motor Freight Classification, NMF100 Series, Item 595 will not apply in connection with the application of this item.

3. When this item has application, the carrier's freight bill will indicate both the actual weight and the calculated weight used to calculate the minimum charge.

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

a) "CAPACITY LOAD OR EXCLUSIVE USE OF VEHICLE" provisions in otherwise applicable tariff (s) or in Items 270 and 490 of this tariff;
b) rates stated in units per mile or per mile or per piece of line-haul equipment, e.g., rates in cents per mile, per "van", per "standard trailer" or per "vehicle";
c) "LINEAR FOOT MINIMUM CHARGE" provisions in otherwise applicable tariff(s).

5. Multiple shipments tendered the same day consigned to the same consignee will be considered as a single shipment and will be rated subject to the minimum charge published in this item.

Item Title: MIXED SHIPMENTS - LTL OR AQ ITEM# 650
(Exception to NMFC Item 640, Section 2) (See Note 2)

On a mixed less-than-truckload shipment or any quantity shipment consisting of two or more commodities subject to different rates, the charge for each commodity shall be at the respective less-than truckload or any quantity rate applicable to the aggregate weight of the shipment or the

actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated commodity in the shipment.

Where articles in the shipment are subject to more than one minimum charge, the highest of such minimum charges shall apply.

When LTL or AQ rates or ratings contain a provision that a certain article or articles may not exceed a certain weight or percentage of weight and a shipment exceeds the amount authorized, such excess will be charged for as a separate shipment (See Note 1). When the articles subject to a weight limitation are differently rated, the lower rated articles may be used to make up the amount of weight allowed and the higher rated articles will be considered as excess. The excess weight may not be used to make up a minimum weight.

NOTE 1 - The rate to apply will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

NOTE 2 - The provision of exception item 640 will not apply on mixed shipments of solutions or distilled water, per item 59380 and administration sets per item 59384 of the NMFC. When there are mixed shipments of the articles herein, the articles will be rated per Section 2 and 8 of NMFC 100 Item 640.

Item Title: MIXED VOLUME OR MIXED TRUCKLOAD SHIPMENTS ITEM# 660

1. Unless otherwise provided in this tariff, when a number of different articles (for which volume or truckload ratings or rates are provided when in straight volume or truckload shipments) are shipped at one time by one consignor to one consignee, at one destination, on one Bill of Lading as a mixed truckload shipment, charges on the entire shipment will be assessed on the basis of the straight volume or truckload rate (not “Specific Mixture”, “All Freight”, “Freight all Kinds” or “All Commodity” rate) applicable to each article in the mixture and at the actual or authorized or estimated weight of each article in the mixture except as provided in NMFC 100 Items 640 or 310.

A. The minimum weight shall be the highest attaching to any article in the mixed shipment, and any deficit in the minimum weight shall be charged for on the basis of the rate applicable to the lowest

Item Title: MIXED VOLUME OR MIXED TRUCKLOAD SHIPMENTS (CON’T.) ITEM# 660

rated commodity in the shipment.

2. Subject to Paragraph 1, when the aggregate charge upon the entire shipment is less on the basis of the volume or truckload rate and volume or truckload minimum weight (or actual or authorized estimated weight if in excess of the volume or truckload minimum weight), for one or more of the articles, and on the basis of less than volume or truckload rate or rates (See Note 1) on the actual or authorized weight of the other article or articles, the shipment will be charged accordingly.

3. Subject to Paragraph 1, when the aggregate charge upon the entire shipment is made lower by considering the articles as if they were divided into two or more separate volume or truckload shipments, the shipment will be charged accordingly.

4A. If a lower charge results under the application of this item than under the provisions for a specific truckload or volume mixture, such lower charge will apply.

4B. When applying provisions in connections with volume or truckload rates or classes which specify that any weight in excess of a certain weight or percentage of weight, will be rated at the otherwise applicable rate or rates, the excess will be charged for as a separate shipment (See Note 2). When the articles subject to a weight limitation are differently rated, the higher rated articles may be used to make up the weight allowed and the lower rated articles will be considered as excess. The excess weight may not be used to make up the volume or truckload minimum weight.

5. Where different truckload or volume rates and minimum weights are provided on the same article included in a mixed volume or mixed truckload shipment, the lowest charge that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

6. The provisions of this item will not apply to articles, the transportation of which, at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

7. This item will not apply on articles subject to Any Quantity rates or ratings. Such articles will be rated as a separate shipment and the weight of such articles may not be used to make up the volume or truckload minimum weight.

NOTE 1 - Articles included in such mixed shipments on which less-than-truckload rates are applied shall be subject to the same packing requirements that would apply if such articles were moving as straight volume or truckload shipments and no penalties shall be applied by reason of NMFC 100 Item 687. The weight of any articles on which LTL rates are applied, shall not be used to make up the volume or truckload minimum weight and such LTL portion shall be subject to any minimum charge applicable in connection with LTL shipments.

NOTE 2 - Where reference is made to this note, and less-than-truckload rates are applied to an article or articles, such article will be subject to truckload packing requirements.

Item Title: NOTIFICATION PRIOR TO DELIVERY ITEM# 680

A. On shipments for which charges are based on weights less than 20,000 pounds a charge of $**20.00** will be assessed when the carrier is required by notification on the bill of lading to give telephone or written notice of arrival.

B. When carrier is requested by the consignee to give telephone or written notice of arrival, a charge of $**20.00** will be assessed.

C. When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments and to the consignee on collect shipments. When requested by the consignee, this charge is to be billed to the consignee regardless of whether the freight charges are prepaid or collect.

Item Title: OVER-DIMENSIONAL FREIGHT - SHIPMENTS OF UNUSUAL SIZE, SHAPE OR WEIGHT - USE OF PERMITS, ESCORT CAR, OR FLAGMAN ITEM# 690

Fort Transportation will not move shipments of unusual size, shape or weight that requires use of permits, escort car, and/or flagman.

Item Title: PACKING REQUIREMENTS ITEM# 700

A. Unless otherwise provided, where packing specifications are not provided, the packing specifications and rules of the NMFC, applying to such articles, will apply.

B. Where packing requirements are provided in tariffs governed hereby rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rate or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets, platforms or skids.
C. Rates do not apply on articles in tank trucks, except as otherwise specifically provided herein.

D. When the proper packaging as provided in the NMFC is not adhered to, and shipment is inadvertently accepted, carrier's liability shall be limited to not exceed **10 cents per pound**, regardless of the RVNX shown on the bill of lading. If no specific packaging is provided in the NMFC and the commodity is shipped in an unprotected state (i.e. an uncrated machine shipped loose or on a skid) carrier's liability shall be limited to not exceed **10 cents per pound**.

Item Title: PALLETS, PLATFORMS OR SKIDS ITEM# 710

The provision of Section 1, NMFC 100 Item 995, will apply, except, when:

In volume or truckload quantities and is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, platforms or skids. (See Note 3). No charge will be made for the transportation of pallets, platforms or skids, (See Notes 1, 2, 4 and 5) provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at time of shipment, and provided further that when the entire shipment is not loaded on pallets, platforms or skids (See Note 3), shipper specifies separately the weight of those articles which are not loaded on pallets, platforms or skids.
When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the

load to the pallets, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.
In no case, after deducting the weight of the pallets, platforms or skids, to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At request of carrier, shipper will double-deck in loading.

NOTE 1 - The total weight of the pallet, platforms or skids, transported without charge will not exceed 1,000 pounds per shipment.

NOTE 2 - The weight of the pallets, platforms or skids in excess of the amount transported without charge under the provisions of Note 1 here will be charged for as follows:

A. Straight Shipments - At the rate applicable to the article being transported thereon.

B. Mixed Shipments - At the highest rate applicable to any palletized article in the shipment.

NOTE 3 - This item will not apply unless at least 90 per cent of the shipment's weight. (Exclusive of pallet, platform or skid weight) is loaded on pallets, platforms or skids.

NOTE 4 - The provisions of this item do not apply on freight which is loaded on pallets; platforms; racks, shipping, NOI/ or skids, as described in NMFC 100 Item 150390, Subs 1, 2 or 3.

Item Title: PALLETS, PLATFORMS OR SKIDS (CON'T.) ITEM# 710

NOTE 5 - The provisions of this item apply only on shipments loaded by the shipper and unloaded by the consignee as provided in Item 578 herein.

Item Title: RETURNED CHECKS, CHARGE FOR ITEM# 720

Checks received in payment of freight charges which are returned to carrier by the bank because of insufficient funds or any other reason not the fault of carrier will be subject to a charge of $**75.00** plus any service fee assessed by the carrier's bank. This charge will be in addition to all other applicable charges.

Item Title: CREDIT AND COLLECTION OF CHARGES ITEM# 730

A. EXTENSION OF CREDIT

1. Carrier may extend credit to shipper in which case payment will be due upon receipt of the invoice.

2. Freight bills may be presented by mail. Unless otherwise agreed, Fort Transportation will send invoices via U.S. Mail. When the mail service is so used the time of mailing by the carrier shall be deemed to be the time of presentation of the bills, unless other terms are agreed to in a contract. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time. Carrier and the Shipper or consignee, or designated payment agent, may enter into a separate agreement for Carrier to transmit invoices electronically via electronic data interchange. When carrier transmits invoices via E.D.I. the date of receipt by the customer will be the date received by the designated systems.

3. Application for credit with carrier regarding payment of freight bills shall be in writing to, and approved by an authorized representative of the carrier.

4. Carrier reserves the right to require prepayment of all charges or other satisfactory assurance of payment before accepting shipment or attempting delivery.

5. Upon request and for the shipper's convenience, carrier will invoice the shippers broker, bank or other designated agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to such third party billing instructions.

B. PAYMENT OF FREIGHT CHARGES

1. Unless otherwise provided in carrier's tariffs, shipments will be accepted subject to the following provisions:

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

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

C. A shipment, on which charges are to be paid by a party other than the consignor or consignee, will be accepted provided that the consignor has established credit with Fort Transportation. The shipper must guarantee to pay the charges if the third party fails to do so within the time allowed under Fort Transportation's regulations. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.

2. Payment of freight charges must be made immediately by Payer upon receipt of prepaid freight bill. Freight charges on collect shipments must be paid by the consignee at time of delivery, unless credit has been established with the carrier, in which case payment is due upon receipt of the invoice.

Item Title: CREDIT AND COLLECTION OF CHARGES (CON'T.) ITEM# 730

3. Failure to make payment of freight charges for services performed as a common carrier within thirty (30) days from the invoice date may result in the forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other reductions to which the debtor may otherwise be entitled.

4. In the event it becomes necessary to employ the use of a collection agency, and/or attorney, and/or the use of a Fort Transportation employee in court proceedings regarding the collection of open Fort Transportation freight invoices, the open freight invoices will be subject to any and all collections fees.

5. In the event it becomes necessary to employ the use of a collection agency, and/or attorney, and/or the use of a Fort Transportation employee in court proceedings regarding the collection of freight charges,

the payer agrees that the appropriate venue to settle payment of freight charges will be Jefferson County, Wisconsin.

C. COLLECTION OF CHARGES WHERE CREDIT HAS NOT BEEN EXTENDED

1. Except where credit has been extended by Fort Transportation, charges accruing under the provisions of this tariff, or any tariff making reference hereto, are due and payable at the time service is performed. Charges shall be collected from the shipper on outbound prepaid shipments or from the consignee on inbound collect shipments.

2. Shipments on which the charges are to be paid by a party other than the consignor or consignee (third party) will be accepted, provided that the consignor has established credit with Fort Transportation, and guarantees to pay the charges if the third party defaults. Such shipments must be prepaid.

3. A shipment on which charges are to be paid by a party other than the consignor or consignee, will be accepted provided that the consignor 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 within the time allowed under carrier's regulations. This provision applies to shipments to which invoices are sent via U.S. Mail, courier or transmitted via E.D.I. No shipment will be subject to Section 7 of the Uniform Bill of Lading.

4. The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on

account of a shipment. Carrier shall have a lien on the shipment for all sums due and payable to carrier.

5. All shipments will be prepaid unless specifically designated as Collect and if Section 7 of the bill of lading is signed by the shipper, terms will be prepaid.

6. Driver Collect shipments will be charged a fee of $**17.00**. Such fees are in addition to any other applicable charges.

Item Title: PICKUP OR DELIVERY SERVICE ITEM# 740

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 569 for Impracticable Operations), during business hours (See Item 780 for Pickup or Delivery Service – Saturdays, Sundays, Holidays or After Hours), at one site, subject to the following provisions.

1. PLACEMENT OF VEHICLE FOR LOADING:
At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pickup a shipment there tendered for transportation.

2. PLACEMENT OF VEHICLE FOR UNLOADING:
The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

3. LOADING BY CARRIER: (See Note 2)
Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle,

or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See Note 1). (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper or any other employee except as provided in Item 560 (extra labor).

4. UNLOADING BY CARRIER: (See Note 2 and exceptions)
Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note 1). (See Item 566 for handling freight not adjacent to the vehicle). Carrier will furnish only one employee per vehicle for unloading whether it be the driver, helper or any other employee except as provided in Item 560 (extra labor).

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See Notes 2 and 5)

A. Loading or unloading service does not include assembling, packing, unpacking dismantling, inspecting, sorting or segregating freight.

B. Except as otherwise provided in Item 750, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two hand trucks), winches, cranes, jacks, blocks or falls or other special equipment used in hoisting, lower handling or placing freight in position. When such equipment is used in loading or unloading, necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note 2)
The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

7. WAIVER OF DELIVERY RECEIPT:
When consignor or owner has made written arrangements with the carrier, freight consigned to

construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

8. HEAVY OR BULK FREIGHT - LOADING OR UNLOADING: (See Notes 3 and 4)
When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment;

A. Weigh 110 pounds or less, the carrier will perform the loading and/or unloading.

B. Weights more than 110 pounds but less than 500 pounds;

1. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, a platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimension. See Paragraph (b) 2 and (d). When the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

2. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (i) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (ii) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

C. Weights 500 pounds or more. The consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

D. Exceeds 8 feet in its greatest dimension or exceeds 4 feet in its greatest and intermediate dimension, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2 of this item. (See Notes 3 and 4).

NOTE 1:
(a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.

(b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.
(c) When two or more shipments are placed by the shipper as close as practical to a parking space suitable for carrier to place its vehicle for loading, all of 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 carriers.

(d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practical to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designed spaces will be considered immediately adjacent to such parking space.

NOTE 2 –

(a) Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.

(b) Unloading, by definition in this item includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 3 –

(a) Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.

(b) Unloading, by definition in this item includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 4 - The provisions of NMFC 100 Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.
NOTE 5 - The provisions of Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids or slip sheets.

Item Title: FORK LIFT SERVICE ITEM# 750

On shipments that require a fork-lift service and the consignor or the consignee does not furnish this service, the carrier will endeavor to arrange for such fork-lift service and will charge the consignor or consignee, as the case may be, requiring such service, $7**5.00** per half hour or fraction thereof for each fork-lift used. Each fork-lift service shall be subject to a minimum charge of $**150.00** per shipment. Charges shall be computed from the start of the actual use (See Note 1) of fork-lift equipment in loading or unloading the shipment, as the case may be, and to run until the actual use of the fork-lift equipment is terminated.

NOTE 1 - Actual use shall include travel time of the lift truck to and from the point of unloading.

Item Title: PRIVATE RESIDENCES: PICKUP OR DELIVERY AND OTHER SUCH LOCATIONS ITEM# 770

1. When carrier is requested or required to make pick-up or delivery at a private residence or other noncommercial locations defined in paragraph (3), an additional charge of $**4.15** per 100 pounds with a $**60.00** minimum charge per shipment will apply to the shipment with a Maximum charge of **$450.00**. This charge will include the initial notification to arrange delivery at the private residence. Any additional notifications will be charged at the otherwise applicable notification charges and assessed to the party requiring the additional notice.

2. Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the consignee otherwise.

3. The term "private residences" also includes apartments, churches, schools, camps, farms, resorts, other types of government locations where civilians are off-limits, and other such locations not generally recognized as commercial locations, and shall apply to the entire premises. Government facilities such as Post Offices, Police Stations, Fire Stations, City Offices and Maintenance garages are not subject to this rule.

4. If the carrier complies with the regulation described in Paragraph 2, and through the fault of the consignor or consignee, is unable to pickup or deliver as scheduled, a charge of $**4.15** per 100 pounds with

a $**60.00** minimum charge to cover the service described in Paragraph 2 and additional costs of the renotification, arrangement, and repickup or delivery will be assessed. The requirements of Paragraph 2 regarding prior arrangements for pickup or delivery are similarly applicable when re-pickup or redelivery is necessary.

5. Charges provided in Paragraph 4 above, if accrued, will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee, except charges on shipments moving on government bills of lading will be collected from the U. S. Government.

Item Title: PICKUP OR DELIVERY SERVICE SATURDAYS, SUNDAYS, HOLIDAYS OR BEFORE/AFTER HOURS ITEM# 780

When consignor or consignee request carrier to pickup or deliver freight on Saturdays, Sundays or Holidays, (See Note 1) or before / after normal business hours (See Note 4), such service will be subject to the following charges, such charges (See Note 2) shall be in addition to all other applicable charges:

$**250.00** per hour subject to a minimum charge of $**500.00** per shipment plus actual freight charges and any other applicable extra service charges.

NOTE 1 – The provisions of this item shall not be construed as obligating the carrier to furnish pickup or Delivery service on Saturdays, Sundays or Holidays.

NOTE 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.

NOTE 3 – Each fraction of an hour will be rounded up to the next hour.

Item Title: PICKUP OR DELIVERY SERVICE SATURDAYS, SUNDAYS, HOLIDAYS OR BEFORE/AFTER HOURS (CON'T.) ITEM# 780

NOTE 4 – Normal Business Hours are considered to be 8:00 AM to 5:00 PM Monday thru Friday. Deliveries must be completed by 5:00 PM. Any excess time will be subject to the charges listed herein.

Item Title: PICKUP OR DELIVERY TO AIRPORTS AS NAMED HEREIN ITEM# 790

When a consignor or consignee requests carrier to pickup and deliver freight at the locations as shown in Note A, such service will be subject to an additional charge as follows:

$**175.00** Minimum Charge.
$**8.50** per 100 pounds.

Detention charge will also apply as listed in Item 502 of this tariff. Carrier will only assess either the charges in this item, or in Item 502, whichever is greater.
Note 1: (applicable locations)
Duluth International Airport
Midway International Airport
Minneapolis / St. Paul Airport
Mitchell International Airport
O'Hare International Airport
Rockford International Airport

Item Title: PICKUP OR DELIVERY AT CONVENTIONS, SHOW SITES, FAIRS & TRAVELING SHOWS ITEM# 800

When a consignor or consignee requests carrier to pickup or deliver freight at conventions, show sites, fairs & traveling shows, such service will be subject to an additional charge as follows unless otherwise itemized herein:

(1) $**15.00** per 100 pounds subject to a minimum charge of $**500.00**. Such charge shall be in addition to all other applicable charges.

(2) Saturday or Sunday pickup or delivery to the McCormick Place and Navy Pier will incur an additional charge of $**750.00** per shipment. All other sites will incur an additional $**30.00** per 100 pounds with a minimum charge of $**750.00**.

Item Title: PICKUP OR DELIVERY AT MALL OF AMERICA, BLOOMINGTON, MN ITEM# 810

Shipments which are delivered to, or picked up from, the Mall of America, at Bloomington, MN, shall be assessed an additional fee of $**17.50** CWT, subject to a Minimum Charge of $**95.00** per shipment. Inside Delivery or Pickup charges are included. Charges shall be in addition to all other applicable charges.

Item Title: PICKUP OR DELIVERY AT CONSTRUCTION SITES, CORRECTIONAL INSTITUTIONS, MILITARY INSTALLATIONS, STEEL MILLS, AND UTILITY SITE ITEM # 820

The provisions shown below apply only when the shipper or consignee of a shipment is located at a construction site, correctional institution, military installation, mines, steel mills and/or utility sites. The term "mines" means the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or " mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to mine. The term "Utility Site" shall be defined as a power generation station, whether nuclear, thermal, hydroelectric or fossil fuel, pumping station, or wind farm.

Shipments delivered to construction site, correctional institution, military installation, mines, steel mills and/or utility sites will be subject to a charge of **$1.75** per 100 (cwt) pounds, subject to a minimum charge of $**95.00** per shipment, in addition to all other applicable charges.

Item Title: PICKUP OR DELIVERY AT CONSTRUCTION SITES, CORRECTIONAL INSTITUTIONS, MILITARY INSTALLATIONS, STEEL MILLS, AND UTILITY SITE (CON'T.) ITEM # 820

Note 1: On shipment involving "stop off charge" the charges in this provision will apply to each portion of the shipment delivered to a mine.

Item Title: INDIAN RESERVATION DELIVERY FEES ITEM# 830

When shipments are delivered within Indian Reservations, and when permits are required by Tribal Authorities prior to delivery, such shipments shall be subject to a charge of $**60.00** per delivery. Consignee shall be responsible for payment of this charge prior to shipment release to the consignee.

Item Title: PRECEDENCE OF RATES ITEM# 840

The establishment of an LTL export, import, coastwise or intercoastal commodity rate or Exception rating does not remove the application of volume or truckload class rates nor does the establishment of a volume or truckload export, import, coastwise or intercoastal commodity rate or Exception rating remove the application of an LTL class rate or rating.

Item Title: REFUND AND INCENTIVE REFUND DISCOUNTS - APPLICATION OF ITEM# 850

Refund, Incentive Refund or other Off-Bill Discounts:

1. Must comply with the provisions of the ICC Termination Act of 1995, Section 13708, Billing and Collecting Practices.

2. Will, except for single-line shipments moving outbound prepaid or inbound collect, not be considered in the alternation of pricing process. Instead, apply otherwise applicable pricing.

3. Will, except for “Incentive Refund” discounts, not be applicable to shipments discounted by use of a “deduct” or “on-bill” discount.

4. Will not be applicable on accessorial charges.

5. Will apply only when Fort Transportation receives all applicable freight charges within 30 days of:

a) billing date for shipments moving freight charges prepaid.
b) delivery date for shipments moving freight charges collect.

6. Will not apply on shipments moving on government bills of lading, shipments moving on commercial bills of lading that are to be converted to government bills of lading nor on shipments where freight charges are paid by the U. S. Government.

Item Title: PREPAYMENT ON SHIPMENTS TO CHAUTAUQUAS, EXHIBITIONS, FAIRS OR TRAVELING SHOWS ITEM# 860

Freight charges must be prepaid on all shipments consigned to or in care of trade shows, traveling shows, chautauquas, fairs or exhibitions, unless instructions on the original bill of lading:
a) provide that payment is to be made by a third party (neither the shipper nor consignee), or
b) require the carrier to send the freight bill to a location other than the actual origin or actual destination for payment.

Item Title: PREPAYMENT, PARTIAL ITEM# 870

1. Partial prepayment of freight charges will not be permitted.

Item Title: PROHIBITED OR RESTRICTED ARTICLES ITEM# 880
(Subject to Notes 6 and 8)

SECTION 1 - Property of Extraordinary Value.
A. Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles. The provisions of paragraphs B1 and B2 will not apply in connection with the articles listed below:

Bank bills
Carbon Black
Currency, other than coin (Note 1)
Deeds
Drafts
Jewelry, other than costume or novelty jewelry
Letters, with or without stamps affixed (Note 2)
Museum exhibits or articles of antiquity (Note 4)
Original works of art (Note 5)
Postage stamps
Precious stones
Revenue stamps (Note 3)
Valuable papers of any kind

B. Except as provided in paragraph A, articles of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other articles, providing the shipper requests excess liability coverage as provided below (subject to Note 7)

1. Articles tendered with an invoice value exceeding $10.00 per pound per package will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the shipper

requests excess liability coverage PRIOR TO SHIPPING and must receive written approval from Fort Transportation prior to shipping. Articles inadvertently accepted with an invoice value exceeding $10.00 per pound per package, but without excess coverage will be considered to have been released by the shipper at $10.00 per pound per package. See Items 900 and 910 within to determine excess valuation coverage and for maximum liability of carrier. In the event of a conflict between any other Item within this tariff or other governing tariffs on file with Carrier the lowest liability shall apply.

SECTION 2 - Freight Liable to Damage Other Freight or Equipment.
Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carriers equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

NOTE 1 - Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC 100, Item 310.

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

Item Title: PROHIBITED OR RESTRICTED ARTICLES
(Subject to Notes 6 & 8)

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 100 Items 100240 and 100260 or numismatic exhibits subject to NMFC 100, Item 63830.

NOTE 5 - Except pictures or paintings subject to NMFC 100, Items 100240, 100260 and 149420.

Item Title: PROHIBITED OR RESTRICTED ARTICLES (CON'T.) ITEM # 880

NOTE 6 - The term "package", as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been overpacked in an additional complying package, the carrier's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" $10.00 and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or overpacked in an additional complying package.

NOTE 7 - Articles tendered with an invoice stated on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage.

NOTE 8 - The provisions of this item will also apply on export of import shipments.

SECTION 3 - Articles Not Accepted For Shipment
The following articles will not be accepted for shipment:
a) Acid, in carboys, unless boxed with projecting necks protected, or completely boxed.
b) Corpses.
c) Fireworks other than specified in the NMFC.
d) No freight will be accepted which, when loaded on equipment will not permit the motor carrier's said equipment passing over bridges or through underpasses, or where highway obstructions or conditions will not permit safe operation.

Item Title: SHIPMENTS OF EXTRAORDINARY VALUE ITEM# 890

Unless otherwise agreed, shipments having an invoice value in excess of $10.00 per pound per piece or $100,000.00 per shipment, whichever is less, will be considered as being of extraordinary value.

Unless a value in excess of $10.00 per pound per piece or $100,000.00 per shipment is declared on the bill of lading by the shipper at the time of shipment, and excess liability coverage is requested and approved in writing by Fort Transportation, the liability of Fort Transportation for loss or damage, will be limited to a maximum claim liability of $10.00 per pound per piece or $100,000.00 per shipment, whichever is less. See Item 910 for carriers liability on shipments which are subjected to an FAK (Freight All Kinds) rating. See Item 900 for Carriers liability on specific commodities identified as high risk due to susceptibility to theft or damage. Liability will be established based on the weight of the article(s) lost or damaged, not on the basis of the weight of the entire shipment. In no case will Fort Transportation liability exceed shippers actual loss irrespective of the amount of excess valuation coverage requested (See Note 5).

"Excess or extraordinary declared value coverage" will be considered as requested when the bill of lading contains a value statement, which is in excess of $10.00 per pound, per piece or $100,000 per shipment. The charges for excess value coverage are not subject to any discounts.
NOTE 1: Excess liability coverage is available only on single line traffic. Unless otherwise agreed, on interline traffic, the $10.00 per pound per piece or $100,000 per shipment liability limit will apply but excess coverage is not available.

On shipments moving between the United States and Canada, the maximum liability will be $5.00 per pound (in the currency of origin), based on the total weight of the shipment with no excess coverage available. If any such extraordinary value shipment is inadvertently taken by the carrier, carrier's liability for loss or damage will be limited to a maximum of $5.00 per pound based on the total weight of the shipment.

NOTE 2: The provisions of this item do not apply to any article which is subject to an actual value or released value provision in the NMFC nor to any "used" item. Articles tendered with an invoice value state d on the bill of lading at time of shipment exceeding the actual or released value of the articles

Item Title: SHIPMENTS OF EXTRAORDINARY VALUE (CON'T.) ITEM # 890

tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage. Also this item will not apply on articles as listed in Item 880 herein (Prohibited Or Restricted Articles).

NOTE 3: Corrected bills of lading to add or change the valuation will not be accepted after tender of delivery, or if any part of the shipment is lost or damaged.

NOTE 4: All the terms and conditions of the uniform straight bill of lading still apply. Fort Transportation will not be liable for loss or damage that is the result of:

1. An act of God
2. The Public Enemy
3. Act of Public Authority
4. Act or default of the shipper or owner of the goods
5. Inherent vice.

NOTE 5: Fort Transportation liability limitation will also apply when acting as a warehouse agent on behalf of the shipper or while the shipment is being held in storage (See Item 1050).

Item Title: MAXIMUM LIABILITY – COMMODITIES IDENTIFIED AS HIGH RISK DUE TO SUSCEPTIBILITY TO THEFT OR DAMAGE ITEM# 900

In General, articles which are subject to released or declared value provisions in the National Motor Freight Classification, or any subsequent classification applicable to released valuation rates which are in

effect on the date of issuance of the Bill of Lading, shall be considered to be released to the lowest released or declared value stated therein, unless a higher value, as provided for in the classifications, is declared on the Bill of Lading and approved in writing by Fort Transportation prior to shipment.

Notwithstanding the general rule above and in addition to that rule, the specific articles listed herein shall be considered by Fort Transportation to be released to a maximum value of $**2.00** per pound, per package even if the NMFC has no specific released valuation provisions for them. These articles, in exception to any provisions in the NMFC or other tariffs or declarations by Shippers on Bill of Lading shall move at a valuation not higher than $**2.00** per pound per package. If there is a conflict between this Item and any other Item within this tariff or any other governing publication, the Item that contains the lowest liability for the carrier shall govern.

1. Furniture, office or household, set up (SU) only. Knocked-down (KD) or Knocked-down-flat (KDF) furniture in packages, boxes or crates are not subject to this Item.
2. Motorcycles or scooters, motorized or non-motorized
3. Copy Machines
4. Tool Chests
5. Fireplaces and fireplace inserts and decorative doors
6. Automotive Kits
7. Lockers
8. Light Pole
9. Switchboards
10. Trailer frames
11. A/C Units, Heat Pumps, and Furnaces
12. Uncrated machinery
13. Carpet
14. Jewelry
15. Clothing or shoes
16. Ammunition
17. Cigarettes
18 Firearms
19. Heaters, water, tank type

Item Title: MAXIMUM LIABILITY – COMMODITIES IDENTIFIED AS HIGH RISK DUE TO SUSCEPTIBILITY TO THEFT OR DAMAGE (CON'T.) ITEM # 900

Any and all tenders of above articles to Fort Transportation shall imply shippers knowledge and acceptance that such articles are considered released to a valuation not to exceed $**2.00** per pound, per package.

Item Title: MAXIMUM LIABILITY – FREIGHT ALL KINDS (FAK), PALLET/SKID RATES, AND SPOT QUOTES ITEM # 910

Unless otherwise agreed in writing, carriers liability for loss or damage to any article(s) or parts(s) thereof for which the charges are determined by class exception ratings or freight all kinds (FAK) class exceptions and charges determined by pallet rates is limited to (1) actual invoice value of the article(s) lost, damaged or destroyed or (2) limited liability provisions of the Bill of Lading or (3) applicable limited liability provisions of the NMFC (note 1); whichever is less, subject to the maximum by exception class as shown below, unless a higher value is declared and additional charges are paid. Refer to Item 890.
Class Exception * Maximum Liability

Pallet/Skid Rates & Spot Quotes: $1.00
Class 50 $1.00
Class 55 $2.00
Class 60 $2.50
Class 65 $4.00
Class 70 $6.50
Class 77.5 $8.50
Class 85 and up $10.00

• Maximum liability per pound per individual lost or damaged piece within the shipment.
Note 1: 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 additional complying package, Carriers 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.

If there exists in this tariff or any other governing tariff a conflict with the provisions of Item 910, then the Item producing the lowest liability for Carrier shall govern.

Item Title: RECONSIGNMENT OR DIVERSION ITEM# 920

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

1. DEFINITION OF RECONSIGNMENT OR DIVERSION:
For the purpose of this rule the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
a) A change in the name of the consignor or consignee.
b) A change in the place of delivery within original destination points.
c) A change in the destination point.
d) Relinquishment of shipment at point of origin (See Note 5).
e) Instructions received by the originating carrier prior to receipt of shipment (See Note 6).

2. CONDITIONS:

a) Request for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the

Item Title: RECONSIGNMENT OR DIVERSION (CON'T.) ITEM # 920

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 surrendered as canceled, endorsed or exchanged.
f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.
g) Marking or Tagging (See Note 6)
h) Request for reconsignment of "In Bond" shipments will be permitted. However, if requested shipments will be stored (See Item 1050) at reconsignment point until such time as the new or revised clearance papers are received by the carrier. Once received, the shipment will be handled to destination.

3. RECONSIGNMENT CHARGES:

Reconsignment as defined in Paragraph 1 will be subject to the following: (See Notes 3 thru 9)

For reconsignment resulting in NO change in original destination point but only the name of the consignor or consignee:
Charge will be: ……**$50.00 per Shipment**

For reconsignment resulting <u>in a change</u> in the place of delivery within the original destination service center delivery area, <u>before</u> delivery to the original consignee has been attempted by carrier:
Charge will be: ……**$50.00 per Shipment**

For reconsignment resulting in a change in the place of delivery within the original destination service center delivery area, after delivery to original consignee has been attempted by carrier:
Minimum Reconsignment or Diversion Charge ……..**$50.00 per Shipment**
Per cwt ……..**$6.30**
Maximum Reconsignment or Diversion Charge ……..**$500.00**

For reconsignment resulting in a new destination service center delivery area:
Charge will be: ……The original freight bill will be re-rated at the published tariff rates from origin through the point at which it was stopped (or recognized) for reconsignment to the new destination point plus **$50.00**.

NOTE 1 – Charges from original origin to reconsignment point are in addition to any charges from reconsignment point to final destination point and shall be the responsibility of the original debtor unless Fort Transportation has received, and agrees, to accept, authorization by another party guaranteeing these charges.

NOTE 2 - Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:
A. Subject to the same line haul rate as the original destination point and;
B. Within the following mileage's measured from the municipal limits of the original destination points:
Original Destination Point is defined as follow:
Any point from original destination point which is serviced by the same terminal.
C. If any portion of an Incorporated municipality falls within the mileage's shown, the entire municipality shall be included.

NOTE 3 - Includes points and places other than those defined in Note 2.

NOTE 4 - If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier the charge will be **$40.00 per shipment** in addition to the applicable tariff rate from point of origin to new destination.

NOTE 5 - Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places determined by Note 2), for return of a shipment to the original place of shipment or delivery thereof to another carrier to point of origin to relinquish possession thereof to a

shipper or to another carrier at carrier's terminal such service is performed will be subject to a charge of **$6.30 per 100 pounds** with a minimum charge of **$50.00 per shipment** and a maximum charge of **$500.00 per shipment** or **$500.00 per vehicle used**.

NOTE 6 - Upon instructions received by the originating carrier prior to receipt of shipment at point or origin accomplished by a through bill of lading covering the shipment, the carrier will accept the shipment when entered by the party in possession of the shipment, issue a receipt therefor (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of **$50.00 per shipment**.

NOTE 7 - Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC 100 Item 580 or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for Marking or Tagging.

NOTE 8 - The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier received the request for reconsignment:

a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
b) Before shipment has been dispatched for delivery (in cases where shipment is not

transferred to city vehicle for delivery.
Thereafter, the provisions governing reconsignment "after tender of delivery" will apply.

NOTE 9 - "When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of **$6.30 per 100 pounds** subject to a minimum charge of $**50.00** and a maximum charge of $**500.00** per shipment or $**500.00** per vehicle used.

Item Title: RE-DELIVERY ITEM# 930

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 of final delivery will be subject to the following provisions: (except as provided in Note 1)

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

(1) $**4.15** per 100 pounds;
(1) $**60.00** minimum charge;
(1) $**575.00** maximum charge;
(1) $**575.00** maximum charge per shipment or per vehicle used.

Item Title: REFERENCE TO CLASSIFICATIONS, TARIFFS OR PORTIONS THEREOF ITEM# 940

Where reference is made to classifications, tariffs or portions thereof, such reference will include amendments to or successive issues of such classifications, tariffs or portions thereof.

Item Title: RELEASED VALUATION ON FREIGHT: FREIGHT FORWARDERS ITEM# 950

On shipments having prior or subsequent movement by air or water, and said shipments are tendered to carrier by a surface freight forwarder or ocean freight forwarder Carrier's maximum liability shall be no more than $**1.00** per pound. The provisions of this rule shall supersede any valuations, actual or released, provided on the Bill of Lading or Waybill. In the event of a conflict between this provision, and any other provision in Carriers rules tariff, the provision which has the lower limitation shall apply.

Item Title: RELEASED VALUATION ON USED EQUIP, MACHINES, ELECTRONIC AND MISC. PARTS ITEM# 960
(See Notes 1, 2, 3, 4, 5 and 6)

Exceptions to NMFC 100, Items 8900 thru 11622, Used Agricultural Implements and Parts; Items 60500 thru 63540, Used Electrical Equipment Group; and Items 114000 thru 133454, Machinery Group. Commodities described above, other than new, will be accepted for transportation and rated by carrier subject to the following: (Exception to Items 840 of this tariff).

Carriers maximum liability shall be 10 cents per pound or actual value, whichever is less.
If consignor fails to declare a released value at time of shipment, shipment will be subject to the lowest released value herein.

Failure of the consignor to declare that commodity is "used" shall not alter the application of this item.

NOTE 1 - Provisions will not apply on used items which have been reconditioned and not further used prior to shipment.

NOTE 2 - Shipments subject to the provisions of Item 530 (Freight, All Kind and Pallet Rates) :
a) will not be subject to the percentage expressions as shown in this item.
b) will be subject to the lowest released value provided in this item.

NOTE 4 - Reference to class rates in this item means class rates made by the use of the appropriate NMFC class or rating, not exceptions thereto.

NOTE 5 - Percentage expressions in this item, when applicable, will be applied in lieu of any specific account pricing.

NOTE 6 - Shipments of all used mechanical and/or machinery parts will be released at a value not exceeding $**0.10** per pound. If the shipper fails or declines to execute the above statement or designates a value exceeding $**0.10** per pound, the shipment will not be accepted, but if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding 10 cents per pound and the shipment will move subject to such limitation of liability.

Item Title: RELEASED OR ACTUAL VALUE CONDITIONS ITEM# 970

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC subject to released or actual value conditions, the released or actual value provided in the NMFC for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

In all cases, where an article or articles makes reference to a released or actual value provision and the shipper (or agent representing the shipper), fails to properly mark the original bill of lading with the released or actual value; and the settlement of a claim is in question, the carrier is liable for the lowest released or actual provision provided by the N.M.F.C. item making reference to a release or actual value provision, when the N.M.F.C fails to clearly specify which value to use when the original bill of lading is not marked properly by the shipper or its assigns.

Item Title: RETURNED UNDELIVERED SHIPMENTS ITEM# 980

Undelivered shipments that are returned to the shipper at the shipper's request will be subject to applicable rates and charges in effect on the date of return from the new origin (the original destination of the outbound shipment) to the new destination (the original origin of the outbound shipment).

Item Title: ROADSIDE DELIVERIES ITEM# 990

Roadside deliveries will be made without a receipt from the consignee if so directed in writing by the shipper, but only at the shipper's risk and such shipments must have freight charges fully prepaid. Bill of lading in such instances must carry a notation as follows:
"Deliver without receipt from consignee".
There shall be no liability upon carrier for any loss or damage to said shipment after such delivery.

Item Title: POSTMASTER OR POST OFFICE CONSIGNED SHIPMENTS FOR MOVEMENT BEYOND VIA U. S. MAIL ITEM# 1000

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

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. Any and all charges required to be paid to the U. S. Post Office will be advanced by the carrier and such charges so advanced shall be collected from the shipper.

3. Packages must carry sufficient postage for movement to destination.

4. If separate and special certificates of mailing are required by the Post Office or shipper, preparations of such documents must be performed by the consignor.

NOTE 1 - Shipments consigned to an Army, Air Force or Navy Postal Service, (APO) or (FPO) , will not be accepted.

Note 2 - 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 paid by the government.

Item Title: SINGLE SHIPMENT CHARGES ON PICKUPS OF LESS THAN 500 POUNDS EXCEPT AS NOTED ITEM# 1010

a) Unless otherwise negotiated, a single shipment of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same consignor, or shipping agent will be subject to a charge of $**25.00** per shipment in addition to all other lawfully applicable charges.

b) When the charge, computed at actual weight and applicable rate or rates, plus the charge published in paragraph (a) exceeds the charge computed at weight of 500 pounds without the charge published in paragraph (a), the latter bases will apply.

Item Title: SORTING OR SEGREGATING SHIPMENTS ITEM# 1020

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight EXCEPT as provided in this item.

A. When a shipment is tendered to the carrier in lots according to size, brand, flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided

by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continued to unload the vehicle subject to applicable detention charges.

B. When the conditions of paragraph (A) are not met, a charge of **$1.80** per package or **$5.25** per 100 pounds, whichever is greater, will be assessed for sorting or segregating by marks, brands, sizes, flavors, or their distinguishing characteristics EXCEPT as provided in paragraph (C) subject to a Minimum Charge of $**110.00**. Such charges will be assessed against the party requesting or requiring this service, and are in addition to applicable detention charges.

Item Title: SORTING OR SEGREGATING SHIPMENTS (CON'T.) ITEM# 1020

C. No sorting or segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee.

Item Title: STOP - OFFS - PARTIAL LOADING OR PARTIAL UNLOADING (See Notes 1 thru 14) ITEM# 1030

Except as otherwise specifically provided in individual items, the following provisions govern stopping in transit to partially load or complete loading, stopping in transit to partially unload, additional pickup stop at point of origin, and additional delivery stop at point of destination.

PART 1 - SHIPPING INSTRUCTIONS:

A. Shipments to be accorded stops here provided, must be from one shipper at one point of origin to one consignee at one point of destination, on one bill of lading.

B. Shippers must specify on shipping bill the name of consignee and final destination of shipment, also point or points at which stops are to be made to partially load or unload, a description of the quantity to

be loaded or unloaded and names of parties to tender or to receive such quantities at such stops.

C. On interline traffic, stopping in transit privileges apply only when the entire shipment or the remaining portion of the shipment is delivered to one connecting carrier.

PART 2 - STOPPING FOR PARTIAL LOADING:

A. Shipments subject to volume or truckload minimum weights, or actual weight, if greater, may be stopped in transit not more than two stops at the same point, or at separate points, directly intermediate to the point of origin and point of destination to partially load or complete loading of shipment.

B. When a shipment based on volume or truckload minimum weights or shipment on which the charges are paid on basis of volume or truckload rates, is to be picked up from more than one place and be delivered at more than one place, the following must be complied with;
Freight must be tendered to the carrier in such a manner that the component parts can be unloaded at the place of stop-off without unloading and reloading or rearranging the lading in order to effect delivery. If this is necessary, it must be done by the party tendering or receiving freight at the place of stop-off.

PART 3 - STOPPING FOR PARTIAL UNLOADING:

A. Shipments subject to volume or truckload rates and volume or truckload minimum weights, or actual weight, if greater may be stopped in transit not more than three stops at the same point, or at separate

points directly intermediate to the point of origin and point of destination, to partially unload a shipment.
B. Two stops, in addition to final delivery stop of a volume truckload shipment will be permitted to partially unload. The stops can be at point of destination or an intermediate point.

PART 4 - ASSESSMENT OF CHARGES - LINE HAUL:
A. Freight charges on shipments stopped to partially load or complete loading shall be determined on the basis of the volume minimum weight or actual weight of the entire shipment, if greater, and at the truckload rate or rates applicable to the final destination from point where any portion of the shipment was loaded from which the highest charges are applicable.
B. Freight charges on shipments stopped for partial unloading shall be determined on the basis of the minimum weight or actual weight of the entire shipment, if greater and at the truckload rate or rates applicable from point of origin to the point where any portion of the shipment is delivered to which the highest charges are applicable.
C. Where rates in tariffs making reference to this tariff are subject to mileage rates, determined by the use of Household Goods Carrier's Bureau, Agent, Mileage Guide No. 12, ICC HGB 100 series, the mileage from origin to final destination via the stop-off point or points as indicated on shipper's bill of lading and

shipping order will determine the mileage for the assessment of charges. (Not applicable on Minnesota Intrastate Traffic).

PART 5 - PAYMENT OF CHARGES:

Except as otherwise provided charges on shipments stopped for partial loading or unloading must be prepaid. Shipments may be shipped collect when in compliance with all of the following requirements: Party or parties designated by shipper to accept freight at stop-off point or points must be same as billed consignee. All charges to be collected from consignee at final destination.

PART 6 - STOP-OFF CHARGES:
Except as otherwise provided on shipments stopped to partially load or complete loading or for partial unloading, exclusive of initial pickup stop, or final delivery stop, will be subject to a charge of $**150.00** per stop for three stops or less, $**200.00** per stop for greater than 3 stops, in addition to freight charges applicable.

PART 7 - LIMITATIONS:

A. A shipment to be stopped to partially load or complete loading may also be stopped for partial unloading.

PART 8 - COD AND ORDER NOTIFY SHIPMENTS:

Stopping in transit for partial loading or unloading will not be permitted on shipments consigned “COD”, “To Order”, “Order Notify” or “Order Care Of”.

PART 9 - COMMERCIAL ZONE OR TERMINAL AREA:

A. Definition of terms - “Point of Origin” “Point of Destination” - “Point of Final Destination”.

B. When a point of origin, or a point of destination, is an incorporated city, town or village or an unincorporated community or village, the terms “Point of Origin”, “Point of Destination”, “Point of Final Destination” as herein used, shall mean all of the acreage lying within the municipal limits of such incorporated city, town, or village or all of the acreage lying within such unincorporated community or village and integral parts thereof.

PART 10 - STOP-OFFS HANDLED IN SEPARATE VEHICLES:

Carrier (or carriers) in performing the Stopping in Transit Service provided for by this item, may for operating convenience, use two or more vehicles in handling a single shipment, and all portions of the shipment need not be transported through the stop-off point or points.

Item Title: STORAGE ITEM# 1050

Freight held in carrier’s possession by reason of an act or omission of the consignor, 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:

1. Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M., the day after freight is received by the carrier.

2. Storage charges on undelivered freight will begin at 7 A.M. the first business day (See Note 1) after notice of arrival as provided in Item 240 has been given, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given (See Exception).

Item Title: STORAGE (CON’T.) ITEM# 1050

3. Freight, other than provided for in paragraph 4, stored in carrier’s possession, will be assessed a charge of $**4.25** per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to the following minimum and maximum charges: (See Note 2)

MINIMUM CHARGES: $**60.00** per shipment per day.

4. Freight stored in carrier’s possession which is subject to truckload or volume rates, or which is subject to Exclusive Use of Vehicle or Capacity Load provisions will be $**200.00** per shipment per day or per vehicle if more than one vehicle is used to transport the shipment: (See Note 2)

5. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.

6. Storage charges under this item will not apply on the day carrier places the freight in a public warehouse. When carrier does place the freight in a public warehouse, a charge of **$4.60** per 100 pounds, subject to a minimum charge of **$60.00** per shipment and a maximum charge of **$500.00** per shipment or

$500.00 per vehicle if more than one vehicle is used to transport the shipment, will be assessed.

NOTE 1 - The term "business day" as used in this item means Monday through Friday, excluding holidays.

NOTE 2 - When carrier has been given instructions at time of shipment or prior to giving notice of arrival as provided in Item 240 that consignee will not accept freight for more than 24 hours, storage charges will begin at 7:00 A.M. the first business day after arrival at carrier's destination terminal.

Item Title: STRAIGHT OR MIXED SHIPMENTS ITEM# 1070

If a rate published in one item, applies on two or more commodities, such rate will apply to either straight or mixed shipment of such commodities, unless otherwise provided.

Item Title: UNNAMED POINTS-APPLICATION OF CLASS RATES AT NAMED OR UNNAMED POINTS ITEM# 1080

(See Notes 1, 2, 3 and 4)
APPLICABLE ONLY AT POINTS IN THE UNITED STATES EXCLUDING

ALASKA AND HAWAII
1. INCORPORATED MUNICIPALITIES:
Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply from and to points named and points and places within the corporated limits of the municipality and additionally to and from the following points, places and areas.

A. All unincorporated areas within:	Of the corporate limits of the specified municipality if it has a population of:	But less than
2 miles	less than 2,500	.....
3 miles	2,500 or more	25,000
4 miles	25,000 or more	100,000
5 miles	100,000 or more	.....

Distances referred to are air line distances and populations are as reported by the last Federal decennial census.

B. All places in any other incorporated municipality any part of which is located within the limits described in sub paragraph (A) of this item.

C. All places in any other incorporated municipality which is wholly surrounded, or wholly surrounded, except for a water boundary, by any municipality included under the terms of sub-paragraph (B) of this

Item Title: UNNAMED POINTS-APPLICATION OF CLASS RATES AT NAMED OR UNNAMED POINTS (CON'T.) ITEM# 1080

item.

D. All places within:	By air line of the post office of the same name in such unincorporated community of the	community has a population of:
2 1/2 miles	less than 2,500	
4 miles	2,500 or more	but less than 25,000
5 1/2 miles	25,000 or more	

If the population of the community is reported in the last Federal decennial census, the population so reported will govern in applying this sub-paragraph. If the community does not have a post office of the same name, distances will be measured from the generally recognized business center.

Item Title: TRANSFER OF LADING ITEM# 1090

1. When shipments subject to truckload or volume rates cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in paragraph 4 in addition to all other applicable charges. These charge will be collected from the consignor.

2. When shipments subject to truckload or volume rates cannot be delivered with the vehicle used in transporting the shipment over the highways, the carrier will notify the consignee of this fact in the manner provided in Item 240 (arrival notice and undelivered freight). If the consignee requests the carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee.

3. When consignor or consignee requests that shipments subject to truckload or volume rates be picked up or delivered on a vehicle other than the vehicle used in transporting the shipment over the highway, the charges in paragraph 4 will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charge, they will be collected form the party requesting the service.

4. Each vehicle required for original pickup and or final delivery will be considered a separate transfer. The charge for the weight on each vehicle will be $**3.50** per hundred pounds, subject to a minimum charge of $**500.00** except for each transfer.

Item Title: TRANSPORTATION OF HAZARDOUS MATERIAL ITEM# 1100

A. Shipments which consist of hazardous materials, in whole or in part, will be assessed a charge of $**15.00** per shipment.

B. Shipments of hazardous material that require the carrier to procure additional information (due to the lack of the required information on the bill of lading) in order to be in compliance with the rules and regulations governing movements of hazardous material will be assessed a charge of $**2.50** per hundred pounds with a minimum charge of $**15.00** per shipment and a maximum charge of $**90.00**. This is in addition to the hazardous material charge as provided in (A) above.

C. Class B poisons will be assessed a flat charge of $**395.00** per shipment.

Item Title: VEHICLE FURNISHED BUT NOT USED ITEM# 1110

When carrier upon receipt of a request to pick up an LTL or truckload shipment or furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose, and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of **$5.00** per hundred pounds with a minimum charge of **$55.00** per request per vehicle will be assessed against the consignor making such request.

Item Title: ACTS OF GOD – DEFINITION ITEM# 1120

An Act of God is defined as an abnormal or unusual event, which is strictly natural in origin with no human assistance or influence, including, but not limited to, tornadoes, earthquakes, floods and other catastrophic events of nature. An Act of God also includes sudden deaths and illness, such as, but not limited to, heart attacks and diabetic coma, and any other type of un-preventable and unforeseeable occurrences.

Item Title: SHIPMENT REWEIGH AND WEIGHT VERIFICATIONS ITEM# 1130

1. If the description or other information contained on the bill of lading is incomplete or is believed to be incorrect, the Carrier or Carrier's agent will take necessary actions to determine the correct information. Actions may include: reweighing product to determine gross weights, inspection of the product, computations on density or other such actions necessary to properly establish facts regarding the shipment characteristics and/or freight classification.

2. When an inspection by Carrier results in a reclassification of the contents of the shipment and the change results in an additional freight charges, a charge of: **$25.00 per shipment** will be applied. The charge shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable rates and charges.

3. Carrier reserves the right to verify shipment weight and make adjustments as necessary by use of electronic portable scales. Carrier verifies that such scales are "for trade" and meet all local and state laws regarding accurate weight within 1% tolerance of actual weight. If the weight determined by the carrier exceeds the original weight on the bill of lading, a charge of **$25.00 per shipment** will be made for verifying the correct weight. The charge shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable rates and charges.

4. Skid / Pallet Rated Customers: To protect the safety of the motoring public as well as to ensure we operate our equipment within the legal weight limits set forth by the FMCSA, the below procedure will be followed for those customers who are invoiced based on skid / pallet spots. In the event carrier applies a reweigh to a shipment and it is determined that the weight exceeds the original weight on the bill of lading but does not exceed its weight limit per pallet, a charge of **$25.00 per shipment plus an additional .08 cents per pound** for each pound in excess of the weight listed on the bill of lading. If the reweigh weight exceeds the original weight on the bill of lading and does exceed its weight limit per pallet, a charge of **$25.00 per shipment plus an additional skid(s) / pallet(s).**

Item Title: WEIGHTS - GROSS WEIGHTS AND DUNNAGE ITEM# 1140
(Exceptions to NMFC Item 995)

Section 1 - Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

Section 2 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, shall be excluded from the gross weight.

Section 3 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipper carrier, container or package, or a part of the vehicle, when required to protect to make shipments subject to other than LTL or AQ classes or rates (See Note 1) secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

A) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.

B) The labor charge for installation of shipper or carrier furnished material will be at the rate of $20.00 per hour or fraction thereof, for each man.

NOTE 1 - On interstate shipments this provisions applies to shipments where the quantity shipped meets, exceeds or is charged for at weights determined by the provisions of item 997 of ICC NMFC 100 series,

Item Title: WEIGHTS - GROSS WEIGHTS AND DUNNAGE (CON'T.) ITEM# 1140
(Exceptions to NMFC Item 995)

used the MW factor in items 1010 through 201060 of ICC NMFC 100 series for the commodity being shipped.

Item Title: LINEAR FOOT – <u>FORT DIRECT POINTS (FORT - D)</u> ITEM# 1160

Unless otherwise specifically provided in writing, any single LTL shipment which occupies more than 16 lineal feet of a vehicle which constitutes all or part of a single shipment will be subject to this item. This item is applicable when the shipment requiring 16 or more linear feet meets one or both of the following conditions:

1. The quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 16 or more linear feet across the useable width of the trailer.

2. The shipper requests the shipment not to be double stacked, top loaded or otherwise loaded to more efficiently use the linear feet of a trailer. In such cases, the linear feet occupied by the shipment shall be figured on the basis of the total linear feet used and loaded according to the shipper's request.

Freight charges to be determined using the following scale:

Mileage	**Charge per Lineal Foot**
0 – 100	$35.00
101 – 300	$40.00
301 – 500	$60.00
501 – 700	$80.00

Item Title: LINEAR FOOT – NON-DIRECT POINTS (LONG HAUL) VIA PARTNER CARRIER ITEM# 1170

Any shipment which occupies 11 or more lineal feet of a vehicle in the manner loaded as tendered to the carrier will be subject to additional charges and must be quoted by rate department prior to shipment – 1-800-242-0128

Item Title: WEIGHTS - OVERWEIGHT FINES AND RELATED EXPENSES ITEM# 1180

When, on the shipper's bill of lading, stated shipment weight is 1,000 pounds or more from the actual shipment weight, the following will apply:

1. The freight bill will be changed to reflect the actual shipment weight in addition to all other applicable charges:

a. The total actual costs of any resulting fines assessed against the carrier.

b. When the carrier's driver and/or equipment is delayed by State, Federal or other regulatory authorities, a charge for the total delay time shall be assessed at the rate of $95.00 per hour or fraction thereof, subject to a minimum charge of $95.00.

Item Title: GUARANTEED DELIVERY SERVICE ITEM# 1190

1. Guaranteed Delivery Service **-** Customers must request Guaranteed Delivery Service at the time of calling in the pick-up. The shipment will be offered for guaranteed delivery in accordance with the signed contract established between shipper or consignee and a Fort Transportation Dedicated Guaranteed Delivery Service Representative.

2. Guaranteed Delivery Service Fees - There will be a premium charge of 50% added to the net revenue of the regular freight charges subject to a minimum of $60.00 for all Guaranteed Shipments requiring next day delivery. All Guaranteed Shipments requiring deliveries by 12:00 pm will be assessed a 70% premium charge with a $80.00 minimum. All Guaranteed Shipments requiring deliveries by 10:30 am will be assessed a 80% premium charge with a

Item Title: GUARANTEED DELIVERY SERVICE (CON'T.) ITEM# 1190

$90.00 minimum. A Dedicated Guaranteed Delivery Service Representative will assist in the process to ensure Guaranteed Shipments are handled properly.

This service provides a guarantee that Fort Transportation will deliver the shipment within the "standard" number of transit time day(s) or at a specific time agreed to by customer and Fort Transportation before the shipment is tendered.

Customers must call 1-800-242-0128 for approval and price on shipments requesting Guaranteed Delivery Service. Should Fort Transportation fail to tender or make the shipment available for delivery within the standard transit time and agreed upon delivery date and time, the shipment will move free of charge. Guaranteed Delivery shipments will be delivered within two hours of the agreed time of delivery set up in advance of the shipment. Example: agreed time 10:00 AM will be delivered no later than 11:59 AM.

Fort Transportation shall not be liable for any failure to perform its Guaranteed Delivery 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, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, 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 Fort Transportation's control.

3. Guaranteed Delivery Service Rules
Guaranteed Delivery Service rules that govern Guaranteed Delivery Service are published in the FTSC-100E Rules tariff, which can be found on the Fort Transportation website, www.shipwithfort.com. Some shipments may not qualify.

4. Guaranteed Delivery Service is not applicable to shipments as follows:

1. C.O.D. (Collect on Delivery)
2. Driver Collect.
3. Perishable Goods.
4. Convention Center or Exhibition Center.
5. Private Residence and/or Rural locations.
6. Fairs or Traveling Shows.
7. Self - Storage Warehouse.
8. Food or Grocery Warehouse.
9. Over length shipments (more than 16 foot long).
10. Liftgate delivery required.
11. Excessive loose cartons (average less than 25# each).
12. Freight that occupies more than 16 lineal feet.
13. Freight that presents load ability or storability problems.
14. Hazardous Materials (Poisons / Explosives A B) required separation.
15. Points not served direct by Fort Transportation, this includes interline partners. – See Route Guide.
16. Construction Sites.

5. DEFINITIONS

Definition of "Delivered on Time"

A shipment will be considered as "delivered on time" when it is delivered on the Fort Transportation standard service date or when it is available for delivery on the day of Fort Transportation standard service date but is not delivered because of:

1. Unavailability of Consignee.
2. Incorrect bill of lading information prepared by shipper.
3. Refusal by consignee to accept shipment.
4. Or other circumstances controlled by the consignee that prevent delivery.

Guaranteed Delivery Service applies only during "Business Hours" on "Business Days," excluding "Holidays".

"Business Day" - means each day, Monday through Friday, excluding Holidays.

"Business Hours" - means the time delivery operations are generally conducted by the carrier at the terminal where the service is performed.

"Holiday" - means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday. When the holiday falls on Saturday the prior Friday will be considered as a holiday.

Item Title: SHIPMENTS OVER 8 FEET IN LENGTH ITEM# 1200

Shipments consisting of article(s) over 8 feet in length will be subject to a non-discounted charge as outlined below. This is in additional to all other applicable rates and charges.

Length	**Flat Charge per Shipment**
8.1' – 12.0'	**$55.00**
12.1' – 16.0'	**$95.00**
16.1' – 20.0'	**$175.00**
20.1' – 24'.0	**$275.00**

> 24.0' – Fort Transportation will not accept any items over 24'. If carrier is inadvertently tendered this item(s), applicable over-length charge of **$500.00** will be applied.

Item Title: SHIPMENTS OVER 4 FEET IN WIDTH ITEM# 1210

Shipments consisting of article(s) over 4 feet in width will be subject to a non-discounted charge of **$5.00** per hundred pounds for the entire shipment, subject to a minimum charge of **$40.00** per shipment. This is in additional to all other applicable rates and charges.

Item Title: FUEL SURCHARGE ITEM# 1220

Carrier's rates shall be increased to offset fuel price increases as follows:

All charges for line haul transportation resulting from rates and/or charges, named in this tariff and supplements thereto, are hereby or will on their effective dates be increased as provided below, for the period this item is in effect.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be further subject to the surcharge provided herein.

The net line haul charge will be subject to a fuel surcharge as provided below. The amount of the fuel surcharge will be determined by the U.S. Midwest Average Fuel Index for diesel fuel as provided by U.S. Department of Energy (D.O.E.). The current index may be obtained by calling 1-202-586-6966.

The diesel fuel index announced each Tuesday will be utilized to determine the applicable fuel surcharge for shipments handled on that week starting on Wednesday of that week and continue through the following Tuesday, when a new determination will be made as noted above.

WHEN THE FUEL INDEX IS:		
AT LEAST	**BUT LESS THAN**	**FUEL SURCHARGE**
115 cents	119 cents	14.7%
120 cents	124 cents	15.3%
125 cents	129 cents	15.9%
130 cents	134 cents	17.1%
135 cents	139 cents	17.7%
140 cents	144 cents	18.0%
145 cents	149 cents	18.3%
150 cents	154 cents	18.6%

WHEN THE FUEL INDEX IS:		
AT LEAST	BUT LESS THAN	FUEL SURCHARGE
155 cents	159 cents	19.0%
160 cents	164 cents	19.5%
165 cents	169 cents	20.2%
170 cents	179 cents	20.3%
180 cents	184 cents	20.4%
185 cents	189 cents	20.9%
190 cents	194 cents	21.4%
195 cents	199 cents	21.9%
200 cents	204 cents	22.4%
205 cents	209 cents	22.9%
210 cents	214 cents	23.4%
215 cents	219 cents	23.9%
220 cents	224 cents	24.4%
225 cents	229 cents	24.9%
230 cents	234 cents	25.4%
235 cents	239 cents	25.9%
240 cents	244 cents	26.4%
245 cents	249 cents	26.9%
250 cents	254 cents	27.4%
255 cents	259 cents	27.9%
260 cents	264 cents	27.4%
265 cents	269 cents	27.9%
270 cents	274 cents	29.4%
275 cents	279 cents	29.9%
280 cents	284 cents	30.4%
285 cents	289 cents	30.9%
290 cents	294 cents	31.4%
295 cents	299 cents	31.9%
300 cents	304 cents	32.4%
305 cents	309 cents	32.9%
310 cents	314 cents	33.4%
315 cents	319 cents	33.9%
320 cents	324 cents	34.4%
325 cents	329 cents	34.9%
330 cents	334 cents	35.4%
335 cents	339 cents	35.9%
340 cents	344 cents	37.4%
345 cents	349 cents	37.0%
350 cents	354 cents	37.6%
355 cents	359 cents	38.2%
360 cents	364 cents	38.8%
365 cents	369 cents	39.4%
370 cents	374 cents	40.0 %
375 cents	379 cents	40.6%
380 cents	384 cents	41.2%
385 cents	389 cents	41.8%
390 cents	394 cents	42.4%
395 cents	399 cents	43.0%
400 cents	404 cents	43.7%
405 cents	409 cents	44.4%
410 cents	414 cents	45.1%
415 cents	419 cents	45.8%
420 cents	424 cents	46.5%

WHEN THE FUEL INDEX IS:		
AT LEAST	BUT LESS THAN	FUEL SURCHARGE
425 cents	429 cents	47.2%
430 cents	434 cents	47.9%
435 cents	439 cents	48.6%
440 cents	444 cents	49.3%
445 cents	449 cents	50.0%
450 cents	454 cents	50.7%
455 cents	459 cents	51.4%
460 cents	464 cents	52.1%
465 cents	469 cents	52.8%
470 cents	474 cents	54.5%
475 cents	479 cents	54.2%
480 cents	484 cents	54.9%
485 cents	489 cents	55.6%
490 cents	494 cents	56.3%
495 cents	499 cents	57.0%
500 cents	504 cents	58.8%
505 cents	509 cents	58.6%
510 cents	514 cents	59.4%
515 cents	519 cents	60.2%
520 cents	524 cents	61.0%
525 cents	529 cents	61.8%
530 cents	534 cents	62.6%
535 cents	539 cents	63.4%
540 cents	544 cents	64.2%
545 cents	549 cents	65.0%
550 cents	554 cents	65.8%
555 cents	559 cents	66.6%
560 cents	564 cents	67.4%
565 cents	569 cents	68.2%
570 cents	574 cents	69.0%
575 cents	579 cents	69.8%
580 cents	584 cents	70.6%
585 cents	589 cents	71.4%
590 cents	594 cents	72.2%
595 cents	599 cents	73.0%
600 cents	604 cents	73.9%
605 cents	609 cents	74.8%
610 cents	614 cents	75.7%
615 cents	619 cents	76.6%
620 cents	624 cents	77.5%
625 cents	629 cents	78.4%
630 cents	634 cents	79.3%
635 cents	639 cents	80.2%
640 cents	644 cents	81.1%
645 cents	649 cents	82.0%
650 cents	654 cents	82.9%
655 cents	659 cents	83.8%
660 cents	664 cents	84.7%
665 cents	669 cents	85.6%
670 cents	674 cents	86.5%
675 cents	679 cents	87.4%
680 cents	684 cents	88.3%
685 cents	689 cents	89.2%

WHEN THE FUEL INDEX IS:		
AT LEAST	**BUT LESS THAN**	**FUEL SURCHARGE**
690 cents	694 cents	90.1%
695 cents	699 cents	91.0%

NOTE A – Fractions of less than one-half cent will be dropped; fractions of one-half cent of greater will be increased to the next whole cent.
NOTE B – The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.
NOTE C – The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges.

Item Title: BLIND SHIPMENTS ITEM# 1230

1. Requestor must complete and fax/e-mail to Carrier form "Letter of Authority for Blind Shipments" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a returned fax/e-mail.

2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.

3. A charge of **$50.00** will apply in addition to all other applicable charges.

4. Actual origin city, state and zip and ultimate destination city, state and zip will be shown on Carrier's bill.

5. Charges as found in Item 610 (Marking or Tagging Freight) will not apply on shipments subject to this item.

6. Only request prior to pick up will be considered for this service.

7. If the "Letter of Authority for Blind Shipments" form is not received by the Carrier prior to pick up, the request will be handled as a reconsignment subject to the provisions of Item 920 herein.

8. See Item 920 for Reconsignment or Diversion.

9. Charges for this service and applicable line haul charges must be billed prepaid and paid by the party requesting the service.

10. Carrier will make a diligent effort to execute a request for Blind Shipment, but will not be responsible if such service is not effected.

Item Title: UNLOADING FEE – MENARDS DISTRIBUTION CENTERS ITEM# 1250

Shipments which are delivered to any Menards Distribution Center(s), shall be assessed an additional fee of $**2.00** CWT, subject to a Minimum Charge of $**60.00** per shipment. Inside Delivery or Pickup charges are included. Charges shall be in addition to all other applicable charges.

Item Title: ARBITRARY SERVICE AREA CHARGE ITEM# 1260

Shipments moving to / from the following zip codes will incur a charge of **$50.00** per shipment. This charge shall be in addition to all other application charges.

1. **IL**:

60111	60113	60129	60144	60146	60150	60170	60407	60420	60424
60437	60444	60460	60470	60474	60479	60511	60518	60520	60530
60531	60536	60537	60541	60545	60548	60549	60550	60551	60552
60553	60556	60557	60601	60602	60603	60604	60605	60606	60611
60661	60910	60911	60912	60913	60917	60918	60919	60920	60921

60922	60924	60926	60927	60928	60929	60930	60931	60932	60933
60934	60935	60936	60938	60939	60941	60942	60944	60945	60946
60948	60949	60951	60952	60953	50955	60956	60957	60958	60959
60960	60961	60962	60963	60964	60966	60967	60968	60969	60970
60973	60974	61077	61301	61318	61341	61342	61348	61350	61353
61354	61360	61370	61371	61372	61373				

2. **MN**:

55002	55007	55008	55012	55032	55037	55040	55045	55056	55063
55067	55069	55072	55073	55074	55079	55084	55321	55324	55325
55329	55336	55338	55349	55366	55390	55561	55563	55565	55969
55580	55581	55582	55584	55585	55586	55587	55588	55589	55590
55591	55725	55731	55771	558xx	566xx	567xx			

3. **MO**: 65401 – 65799
4. **NE**: 68301 – 68499, 68601 - 69399
5. **ND**: 58301 – 58899
6. **SD**: 57001 – 57799
7. **WI**:

54174	54409	54460	54517	54524	54526	54527	54529	54530	54531
54537	54539	54543	54546	54548	54552	54555	54556	54563	54568
54801	54806	54812	54813	54814	54816	54818	54820	54821	54827
54828	54830	54832	54835	54836	54837	54838	54839	54840	54841
54842	54844	54846	54847	54849	54850	54853	54854	54855	54856
54857	54859	54861	54862	54864	54865	54867	54870	54871	54872
54873	54874	54875	54876	54880	54888	54890	54891	54893	54896

Shipments moving to / from the following zip codes will incur a charge of **$90.00** per shipment. This charge shall be in addition to all other application charges.

8. **CA**: 3 digit - 900, 902, 904, 940, 941
9. **DC**: 3 digit - 200, 201, 202, 203, 204, 205
10. **MA**: 3 digit – 021, 022, 024
11. **NC:** 27915, 27920, 27936, 27943, 27953, 27968, 27972, 27978, 27982
12. **TX**: 3 digit: 764, 768, 769, 770, 788, 792, 793, 795, 796, 797, 798
13. **VA**: 220, 221, 222, 223
14. **WA:** 3 digit - 980, 981, 982, 983, 984, 985

Item Title: ARBITRARY SERVICE AREA CHARGE (CON'T.) ITEM# 1260

Shipments moving to / from the following zip codes will incur a charge of **$120.00** per shipment. This charge shall be in addition to all other application charges.

15. **CO:** 80117, 80433, 80536, 80611, 80729, 80740, 80757, 80758, 80801, 80812, 80824, 80860, 81036, 81071

16. **NY:** 3 digit – 101, 102, 103, 104, 111, 112, 113, 114

Shipments moving to / from the following zip codes will incur a charge of **$145.00** per shipment. This charge shall be in addition to all other application charges.

17. **MT**: 3 digit - 596, 597, 598, 599

Shipments moving to / from the following zip codes will incur a charge of **$175.00** per shipment. This charge shall be in addition to all other application charges.

18. **ID**: 83525, 83802, 83808, 83826, 83827, 83853

19. **WA**: 3 digit - 991, 994, 998

Shipments moving to / from the following zip codes will incur a charge of **$270.00** per shipment. This charge shall be in addition to all other application charges.

20. **MT**: 3 digit - 590, 592, 593, 594, 595

21. **WY**: 82063, 82190, 82219, 82222, 82224, 82227, 82229, 82242, 82310, 82321, 82323, 82332, 82501, 82513, 82520, 82630, 82937, 83101, 83124

Shipments moving to / from the following zip codes will incur a charge of **$350.00** per shipment. This charge shall be in addition to all other application charges.

22. **CA**: 95720, 96046

Item Title: FOOD or GROCERY WAREHOUSE / DISTRIBUTION CTR SHIPMENT CHARGE ITEM# 1270

1. A fee of **$150.00** per shipment shall be assessed to any shipment delivered to a warehouse and or food service distributor (which includes food service, grocery, drug, and general retail facilities). This fee is in addition to all other applicable charges and will be assessed against the payor of the freight charges.

2. In the event carrier is required or requested to acquire, employ, or utilize the services of a lumper (s) to load and/or unload freight from and/or to the carrier's vehicle, the following conditions will apply.

    a. The carrier will not absorb any freight charges or fees accompanied with acquiring or utilizing the outside service.
    b. The carrier will be reimbursed for any charges assessed by the lumper.
    c. Such charges, will be prorated by weight and the proportional charge will be added to the freight bills involved.

    d. If the Lumper service provider assesses a charge on a per shipment basis, the said charge will be added to the freight bills involved.

    e. These charges will be in addition to all other applicable charges and will be assessed against the payor of the freight charges.

3. When carrier is required to pass off a shipment to a partner carrier for delivery to a grocery warehouse, the partner carrier's fees for that delivery will be passed on to the payor of the freight charges as a direct pass

Item Title: FOOD or GROCERY WAREHOUSE / DISTRIBUTION CTR SHIPMENT CHARGE (CON'T.) ITEM# 1270

through cost in addition to all other applicable charges. Carrier shall not absorb any charges or fees accompanied with such deliveries.

Item Title: PROTECTIVE SERVICE – PROTECT FROM FREEZING ITEM # 1280

Section 1 – General Application

a. Protection of shipments from freezing will not be furnished unless specific arrangements are made in advance of tender and request therefore is endorsed on the bill of lading or shipper's order by the consignor. If either labeling or notation on bill of lading is missing, Fort Transportation & Svc. Co. Inc. will not be liable for freight being frozen or damaged from the elements. Fort Transportation & Svc. Co. Inc. will only be liable to protect against freezing mark of 32 degrees (32º) Fahrenheit or lower. In the event a "protect from freezing" shipment freezes, Fort Transportation & Svc. Co. Inc. may pay freezable claims up to $5.00 per pound.

Section 2 – Service Available – Direct Points Only

a. Freezable shipments to overnight points will only be handled Monday thru Thursday.
b. Freezable shipments to 2nd day points will only be handled Monday thru Wednesday.
c. During the holidays of Thanksgiving, Christmas and New Year's, freezable service may vary depending upon weather conditions. For shipments moving at these times, please contact your local terminal for specifics regarding freezable service.
d. The following services will not be performed for shipments requiring protect from freezing service: i) Appointment Delivery ii) Order Notify

e. The outside temperature is above 15 degrees Fahrenheit.

Section 3 – Notation on the Bill of Lading and Freight

The body of the Bill of Lading and its corresponding freight must be clearly marked "FREEZABLE" or "PROTECT FROM FREEZING". Without notation, Fort Transportation & Svc. Co. Inc. cannot be held responsible.

Section 4 – Shipper's Responsibility for "Protect from Freezing" Movements

a. Provide sufficient notice to the pickup terminal to ensure the proper equipment is available. Shipments may be picked up later in the day to shorten the length of time that the freight must be protected. Good communication between the customer and the pickup terminal is essential to limit the potential for a claim.
b. Freezable freight should be palletized to allow good circulation of the warm air. Freight placed directly on the floor has a much greater chance to freeze vs. the freight that is top loaded or palletized. This is especially true for freight packaged in drums.
c. The Bill of Lading must be clearly marked with the specific requirements of the carrier to ensure proper handling.
d. During major winter storms or when the temperatures are extremely cold, the pickup and handling of freezables may be temporarily suspended.

Section 5 – Additional Conditions

a. Shipments requiring a specified temperature (i.e. maintain at 45 degrees or similar notations) will NOT be accepted.
b. Coverage area: Fort Transportation & Svc. Co. Inc. direct service area ONLY.
c. Season start and end dates: This varies and is dependent on the temperature.

Section 6 – Charges

A charge of **$2.00 CWT** subject to a minimum charge of **$25.00 per shipment** will apply in addition to all other rates and charges requiring protection from freezing on direct service shipments only.

Item Title: REGIONAL LINEHAUL SURCHARGE ITEM # 1290

All shipments originating or destined for the zip codes referenced below are subject to a Regional Linehaul Surcharge. Charges assessed will be in addition to published rates and/or commodity agreements in place at time of shipment and in addition to other surcharges applicable. The Regional Linehaul Surcharge will be applied as shown in the table below. The charges in this item shall be collected from the shipper or party requesting movement of the shipment, as directed by the shipper's Bill of Lading.

State	Rate (cwt)	Minimum Charge
IN	$1.52	$25.00

Zip Codes

46301	46303	46304	46341	46345	46350	46352	46355	46356	46360
46361	46365	46371	46376	46377	46382	46383	46384	46385	46391
46514	46515	46516	46517	46544	46545	46546	46552	46561	466xx

State	Rate (cwt)	Minimum Charge
KY	$1.52	$40.00

Zip Codes

40351	40353	41001	41002	41004	41005	41007	41011	41012	41014
41015	41017	41018	41022	41030	41034	41037	41039	41041	41043
41044	41048	41049	41051	41052	41053	41055	41056	41059	41061
41062	41063	41064	41065	41071	41072	41073	41074	41075	41081
41085	41091	41092	41093	41094	41096	41101	41102	41105	41114
41121	41127	41128	41129	41137	41139	41141	41143	41144	41156
41164	41169	41174	41175	41179	41183	41189			

State	Rate (cwt)	Minimum Charge
OH	$1.52	$40.00

Zip Codes

43016	43017	43026	43068	43073	43081	43082	43083	43085	43086
43110	43119	43123	43128	43137	43140	43142	43146	43162	43199
432xx	450xx	451xx	452xx	45301	45302	45303	45304	45305	45306
45307	45308	45309	45312	45314	45315	45316	45317	45318	45319
45320	45321	45322	45323	45324	45325	45326	45327	45330	45331
45333	45334	45335	45337	45338	45339	45340	45341	45342	45343
45344	45345	45346	45348	45349	45350	45353	45354	45356	45359
45360	45361	45362	45363	45365	45367	45368	45370	45371	45372
45373	45374	45377	45378	45380	45381	45382	45383	45384	45385
45387	45389	454xx	455xx	45612	45616	45617	45618	45619	45623
45624	45629	45630	45636	45638	45640	45642	45646	45648	45652
45653	45656	45657	45659	45660	45661	45662	45663	45669	45671
45675	45677	45678	45679	45680	45682	45683	45684	45685	45688
45690	45693	45694	45696	45697	45699	45870	459xx		

Item Title: ONLINE PICKUP DISCOUNT ITEM # 1300

Fort Transportation will honor and automatically apply a discount of **$2.00** to each online pickup request that is scheduled and submitted via our website. The discount will be applied to each freight bill and will only be offered when the payor of the freight bill is the party submitting the online pickup request. The following criteria must be met in order for the discount to apply.

1. The payor of the freight must be the party scheduling the pickup online.
2. Each online order must have the following items completed online at time of pickup submittal:
    a. Proper bill to party (i.e. Shipper / Consignee / 3rd Party)

    b. Complete Shipper information including:
        i. Shipper's name
        ii. Shipper's address
        iii. Shipper's city
        iv. Shipper's state
        v. Shipper's phone
        vi. Shipper's contact
        vii. Shipping hours

    c. Complete Consignee information including:
        i. Consignee's name
        ii. Consignee's address
        iii. Consignee's city
        iv. Consignee's state
        v. Consignee's phone
        vi. Consignee's contact

    d. Freight detail information including:
        i. Skid Spots
        ii. Pieces
        iii. Piece Units
        iv. Number of handling units
        v. Type of handling units
        vi. Weight
        vii. Freight Class
        viii. Description

    e. Trace Numbers
        i. Bill of lading number (if applicable): Must be entered online
        ii. Purchase order number (if applicable): Must be entered online

    f. Dangerous Goods (if applicable)

    g. Accessorial Charges / Service (if applicable)

Item Title: PICKUP AND DELIVERY SERVICE – POINTS IN ILLINOIS (Illinois Tollway Surcharge) ITEM # 1310

When the carrier or its agent performs Pickup or Delivery Service at points in Illinois having the 3 - digit Zip Code prefixes listed below, a surcharge of **$10.00 shall apply to each qualifying pickup and each qualifying delivery.** Therefore, a shipment may be assessed a surcharge of up to $20.00 per shipment when both the pickup an delivery locations fall within the Zip Code prefixes. Such surcharge shall be in addition to all other lawfully applicable rates and charges.

Illinois 3-digit Zip Code previses: 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611

Item Title: CREDIT CARD PAYMENTS ITEM # 1320

Payment for all accrued freight and accessorial charges can be made by credit card subject to an additional **5.0%** handling charge (**$5.00 minimum handling charge**).

Item Title: CALIFORNIA COMPLIANCE SURCHARGE ITEM # 1330

Shipments that originate from or are destined to the state of California are subject to an additional charge (surcharge) of **$18.00 per shipment**, which shall be in addition to all other lawfully applicable rates and charges.

Item Title: COVID-19 PICKUP AND DELIVERY GUIDELINES ITEM # 1340

Fort Transportation is abiding by federal guidelines established by the Centers for Disease Control (CDC) regarding "Social Distancing" to protect employees and others from potential exposure to the Coronavirus (COVID-19). This will be in effect until the CDC changes its "Social Distancing" guidelines that were issued on March 18, 2020. The guidelines establish a safe and social distance of 6 to 10 feet between individuals. In lieu of signed bill of ladings and delivery receipt our drivers will be logging the name of the representative of the shipper or consignee, the date, time and any visible damage, shortage or other exceptions on bill of lading or delivery receipt. The driver will leave a copy of the bill of lading. The driver will place a copy of the delivery receipt on top of the delivered freight. The driver will also enter the name, date, time and upload a photograph of any damaged shipment into Fort Transportation's TMS. Fort Transportation will verify delivery locations by GPS tracking. Fort Transportation will continue this process until the Center for Disease Control (CDC) changes its "Social Distancing" guidelines.

Item Title: CUSTOM HOUSES WAREHOUSE, CONTAINER FREIGHT STATIONS SURCHARGE ITEM # 1350

All shipments picked up from or delivered to any Customs House or Container Freight Station (CFS) will be subject to an additional flat rate charge of **$95.00 per shipment**.

Item Title: MACKINAC BRIDGE FEE ITEM # 1360

Shipments moving to / from the following zip codes will incur a charge of **$7.50** per shipment. This charge shall be in addition to all other application charges.

48619	48621	48647	48653	48721	48728	48738	48740	48742	48745
48750	48762	49610	49611	49612	49615	49622	49627	49629	49633
49646	49648	49659	49676	49680	49684	49685	49686	49690	49696
497xx	49820	49827	49838	49853	49868				