



SCAC: DLDS
DOT # 887550
MC# 386888

RULES TARIFF No. 100

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,
(Except Household Goods)

BETWEEN
POINTS IN

THE UNITED STATES and CANADA

AND
POINTS IN

THE UNITED STATES and CANADA

**This Rules Tariff shall govern the carrier's Bill of Lading
unless specifically overridden in a contract signed by the carrier.**

This Tariff Cancels and Replaces ALL the Carrier's Earlier Dated Rules of Operation. For Reference to Governing Publications, Refer to Item 100.

EFFECTIVE: August 10th, 2026

DIAMOND LINE DELIVERY SYSTEMS, INC.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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GOVERNING APPLICATION – Item 100

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise. This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, STB NMF 100, supplements thereto and subsequent re-issues thereof.

FUEL SURCHARGE – Item 105

The following table lists the fuel surcharge to be applied given the applicable West Coast (PADD5) self-service diesel price as provided by the U.S. Department of Energy.

When the fuel price is...		Apply the surcharge below:		When the fuel price is...		Apply the surcharge below:	
At Least:	But Less Than:	LTL % (less than 10,000 Lbs.)	TL % (10,000 Lbs. or more)	At Least:	But Less Than:	LTL % (less than 10,000 Lbs.)	TL % (10,000 Lbs. or more)
\$2.500	\$2.549	26.25%	31.25%	\$3.950	\$3.999	33.50%	38.50%
\$2.550	\$2.599	26.50%	31.50%	\$4.000	\$4.049	33.75%	38.75%
\$2.600	\$2.649	26.75%	31.75%	\$4.050	\$4.099	34.00%	39.00%
\$2.650	\$2.699	27.00%	32.00%	\$4.100	\$4.149	34.25%	39.25%
\$2.700	\$2.749	27.25%	32.25%	\$4.150	\$4.199	34.50%	39.50%
\$2.750	\$2.799	27.50%	32.50%	\$4.200	\$4.249	34.75%	39.75%
\$2.800	\$2.849	27.75%	32.75%	\$4.250	\$4.299	35.00%	40.00%
\$2.850	\$2.899	28.00%	33.00%	\$4.300	\$4.349	35.25%	40.25%
\$2.900	\$2.949	28.25%	33.25%	\$4.350	\$4.399	35.50%	40.50%
\$2.950	\$2.999	28.50%	33.50%	\$4.400	\$4.449	35.75%	40.75%
\$3.000	\$3.049	28.75%	33.75%	\$4.450	\$4.499	36.00%	41.00%
\$3.050	\$3.099	29.00%	34.00%	\$4.500	\$4.549	36.25%	41.25%
\$3.100	\$3.149	29.25%	34.25%	\$4.550	\$4.599	36.50%	41.50%
\$3.150	\$3.199	29.50%	34.50%	\$4.600	\$4.649	36.75%	41.75%
\$3.200	\$3.249	29.75%	34.75%	\$4.650	\$4.699	37.00%	42.00%
\$3.250	\$3.299	30.00%	35.00%	\$4.700	\$4.749	37.25%	42.25%
\$3.300	\$3.349	30.25%	35.25%	\$4.750	\$4.799	37.50%	42.50%
\$3.350	\$3.399	30.50%	35.50%	\$4.800	\$4.849	37.75%	42.75%
\$3.400	\$3.449	30.75%	35.75%	\$4.850	\$4.899	38.00%	43.00%
\$3.450	\$3.499	31.00%	36.00%	\$4.900	\$4.949	38.25%	43.25%
\$3.500	\$3.549	31.25%	36.25%	\$4.950	\$4.999	38.50%	43.50%
\$3.550	\$3.599	31.50%	36.50%	\$5.000	\$5.049	38.75%	43.75%
\$3.600	\$3.649	31.75%	36.75%	\$5.050	\$5.099	39.00%	45.00%
\$3.650	\$3.699	32.00%	37.00%	\$5.100	\$5.149	39.25%	45.25%
\$3.700	\$3.749	32.25%	37.25%	\$5.150	\$5.199	39.50%	45.50%
\$3.750	\$3.799	32.50%	37.50%	\$5.200	\$5.249	39.75%	45.75%
\$3.800	\$3.849	32.75%	37.75%	\$5.250	\$5.299	40.00%	46.00%
\$3.850	\$3.899	33.00%	38.00%	\$5.300	\$5.349	40.25%	46.25%
\$3.900	\$3.949	33.25%	38.25%	\$5.350	And Above...	Add 0.25% for each additional \$0.05 Increment.	

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Tuesday. In the event the fuel price goes below \$1.15 per gallon, the surcharge will be removed for that period Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. Truck Load FSC will apply to any shipment where volume rates were applied, regardless of weight. The

DOE fuel price information is available 24 hrs. at 202-586-6966 or on the internet at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

RULES- Item 110

DEFINITIONS

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Inside delivery" as used herein, means in excess of thirty feet (30') of the nearest receiving area.
- (3) The term "Inside delivery" as used herein, means in excess of thirty feet (30') of the nearest receiving area.
- (4) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar.
- (5) The term "Inside pick up" as used herein, means in excess of thirty feet (30') of the nearest shipping area.
- (6) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (7) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (8) The term "Regular Working Day" shall mean any eight-hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (9) The Term Non-Commercial or residential refers to private residences (including home-based businesses), apartments, camps, dormitories, estates, and farms. Deliveries to the above are limited to the curb.
- (10) The term "Inside Delivery" at the above will be defined as delivery inside the garage. Entering the dwelling itself Will be termed a "White Glove" Delivery and charges will be based on the difficulty of the delivery.
- (11) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (12) The term "Ton", as used herein, means 2,000 pounds, except where otherwise specifically provided.
- (13) The term "Legal Holiday" as used herein is defined as:

New Year's Day - Jan. 1

Independence Day - July 4

Thanksgiving Day - The 4th Thurs. in November

Christmas Day - Dec. 25

Memorial Day - The last Mon. in May

Labor Day - The 1st Mon. in Sept.

Day after Thanksgiving Day

When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday; when it falls on a Saturday, the Friday prior will be treated as the holiday. Accessorial services performed on holidays are at 150% of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays, or Holidays.

APPLICATION of RATES, GENERAL – Item 150

Except as otherwise specifically provided, rates referencing this Tariff:

- (1) Are named in cents per unit specified;
- (2) Include one pickup and/or delivery for each shipment;
- (3) Do NOT include loading into NOR unloading from carrier's equipment.;
- (4) Are for truck and driver ONLY;
- (5) Are named and payable in lawful money of the United States;
- (6) Do NOT include the return of pallets or dunnage;
- (7) Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
- (8) Do NOT include traveling over unpaved roads;
- (9) Are for shipments with maximum dimensions of 102 inches in height from the ground to the top of the load or 27 feet in length or 102 inches in width
- (10) Does NOT include pickup, delivery or accessorial charges for Saturday, Sunday, or Holiday service. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)

APPLICATION of TARIFF – Item 160

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.

AIRPORT DELIVERY/PICKUP FEE – Item 350

Shipments either picked up from or delivered to an airport or airport cargo facility will be subject to an additional charge of \$2.50 per CWT, subject to a \$35.00 minimum charge per shipment.

This charge applies when service is performed at commercial airports, air cargo terminals, airline freight facilities, or other airport-designated cargo handling areas.

This charge will not apply in addition to Limited Accessorial Charges. When both charges could apply, only the AIRPORT DELIVERY/PICKUP FEE

BILL OF LADING GENERAL – Item 360

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges, and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carriers Tariffs and Contracts will control and govern the movement of goods. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s) that signature ONLY acknowledges receipt of the freight and identifies entity to deliver. It is Not a contract for the cartage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier. When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party, either consignor, consignee, or third-party, the following charges and provisions will apply:

- (1) \$15.00 per each corrected bill of lading or letter of authority.
- (2) Corrected bills of lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to the acceptance of the carrier.
- (3) Corrected bills of lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected bill of lading has been signed by the consignor or once the shipment has been delivered, or if the shipment has been lost or damaged.
- (4) Corrected bills of lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been picked up.
- (5) Corrected bills of lading or letters of authority to change the freight class must be accompanied by the proper NMFC item number.
- (6) Changes in commodity description, weight, or pieces shall be accompanied by written documentation, such as original invoice or descriptive advertising copy.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper. Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to original tenor. Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

BLIND SHIPMENT – Item 365

Blind shipments will be assessed an additional charge of \$75.00. No Double Blind shipments will not be accepted for transportation.

CLAIMS and OVERCHARGES – Item 407

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:

- (1) Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
- (2) Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
- (3) Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
- (4) Suits for overcharges shall be instituted against any carrier no later than 6 months from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- (5) 6 months from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight for freight charges shall NOT be liable, and such claims need NOT be paid.
- (6) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim, or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- (7) Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principal place of business.
- (8) All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principal place of business.
- (9) This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer top section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

C.O.D SHIPMENTS – Item 430

- (1) Collect on Delivery "COD" shipments will be accepted subject to a charge of 3% **of the COD amount collected, subject** to a minimum charge of \$25.00 per freight bill. Charges for collecting and remitting COD amounts will be assessed to the party paying the freight charges.
- (2) The letters "C.O.D." must be stamped, typed or written immediately before the name of the consignee and in block letters across the face of the bill of lading. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- (3) Unless the phrase "CASH ONLY" appears in RED letters at least 1 inch in height and ¼ inch thickness of stroke on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

COLLECTION & PAYMENT of CHARGES – Item 435

- (1) Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within 15 days from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within 30 days from the date on the carrier's invoice. Such invoices will be subject to a 1.5% finance charge with a \$5.00 minimum charge per month.
- (2) All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of \$20.00 per check so rejected.
- (3) The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- (4) If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- (5) This shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.

COLON, EXPLANATION and USE of – Item 450

Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

CONVENTION/EXHIBITION CENTERS – Item 455

Shipments to Conventions, Tradeshows, Exhibition Centers, Stadiums, Arenas, or places not normally open to the public. Will be assessed additional charges of \$4.00 cwt \$35.00 minimum charge \$350.00 maximum charge. Detention time may also apply'

LAS VEGAS CONVENTION/EXHIBITION CENTERS – Item 456

Shipments to Conventions, Tradeshows, Exhibition Centers, Stadiums, Arenas, or places not normally open to the public. In Las Vegas NV will be assessed a charge of \$5.00 per cwt \$200.00 minimum no maximum. Detention charges may also apply'

DELIVERY at DESTINATION WITHOUT RECEIPT – Item 485

When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If no one is present to sign delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.

DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS – Item 500

(1) LOADING and UNLOADING

Except as otherwise provided, rates referencing this Rules Tariff include the below listed number of minutes for each specified weight break for loading or waiting to load, and for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded only 30 minutes free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged at the corresponding listed rates per one-quarter ($\frac{1}{4}$, or 15 Minutes) hour or fraction thereof.

Shipment Weight:	Allowed Free Time:	Applicable Detention Charges:
1 – 2,499 Lbs.	30 Minutes	\$30.00/15 Minutes or fraction thereof
2,500 – 7,499 Lbs.	45 Minutes	\$30.00/15 Minutes or fraction thereof
7,500 Lbs. or More	60 Minutes	\$30.00/15 Minutes or fraction thereof

(2) FERRY and GENERAL DELAY in TRANSIT

Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of 30 minutes free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.

(3) UNPAVED ROADS

This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.

(4) CUSTOMS DELAYS

This same charge will apply on all delays in excess of 45 minutes when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.

DETENTION WITHOUT POWER UNITS – Item 510

- (1) All charges incurred due to the detention of chassis containers will be billed against the shipment. Placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be subject to additional charges of \$100.00 for every additional 24 hours, subject to a \$100.00 Minimum.
- (2) When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be subject to additional charges of \$100.00 for every additional 24 hours, subject to a \$100.00 Minimum.

DIVERSION / RECONSIGNMENT – Item 512

Diversion or Reconsignment is defined as a change in address of the consignee or a change in the shipment destination. Requests for reconsignment must be made and confirmed in writing. Carrier must be satisfied that the person making the request has the authority to do so. Conditional requests will not be accepted. Transportation charges shall be computed from original origin to final destination, when the diversion is made through the normal route movement. Requests for diversion must be made prior to attempted delivery. Transportation charges for reconsignment shall consist of original charges and charges from the point of diversion to the final destination. An additional charge of \$30.00 shall be assessed per diversion/reconsignment. Only entire shipments not portions may be reconsigned or diverted.

EMERGENCY TRIP – Item 515

When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall compute charges on the following basis, if such computation creates a greater charge than that otherwise provided, subject to notes 1 and 2.

****CHARGE PER ONE WAY MILE \$5.00**

****HOURLY CHARGE FOR OTHER SERVICES \$225.00**

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper.

"EMERGENCY TRIP AGREED TO BY: _____ SHIPPER"

NOTE 2: Rates in this Item are subject to a minimum charge of \$275.00.

- a. Charge is for line haul ONLY, including driver, and does NOT include other services
- b. The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the "per hour" charges named labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee. The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading. Above. Extra labor shall be charged for as provided in Item 561. Time shall be recorded to the nearest unit 6 minutes (1/10 hour)

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT – Item 520

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business. The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the "per hour" charges named labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee. The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading. Extra labor shall be charged for as provided in Item 561. Time shall be recorded to the nearest unit 6 minutes (1/10 hour) business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading.

EXCLUSIVE USE of VEHICLE – Item 550

When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item are subject to the applicable maximum legal carrying capacity of the vehicle for which the request is made, or which is required to transport the shipment. Exclusive use of driver and equipment will be charged at \$ 200.00 per hour or fraction thereof with a one hour minimum

"EXCLUSIVE USE OF VEHICLE REQUESTED BY _____ SHIPPER"

EXTRA LABOR – Item 561

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item. At each location where extra labor is used, the charge therefor will be as follows:

EXTRA LABOR	PER HOUR	MINIMUM CHARGE
DAY – HOURS	OR FRACTION THEROF	PER MAN
Monday – Friday, 8 AM to 5 PM	\$75.00	1 Hour
Monday – FRIDAY, 5 PM to 8AM	\$112.50	1 Hour
Saturday or Sunday	\$150.00	2 Hours
Legal Holidays, (See Item 110)	\$200.00	2 Hours

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

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

FRACTIONS, DISPOSITION OF – Item 565

- (1) When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.
- (2) When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound
- (3) When calculating time, used to determine rates, a fraction of a 15-minute period will be increased to the next whole 15-minute period.
- (4) When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:
 - a. Fractions of less than one-half ($\frac{1}{2}$) cent will be dropped.
 - b. Fractions of one-half ($\frac{1}{2}$) cent or greater will be increased to the next whole cent.

GROCERY WAREHOUSE FEE – Item 566

All shipments destined to, or originating from, a Grocery Warehouse will have a fee added to the net freight charges of \$50.00. This includes food/grocery distribution centers and food service warehouses. Each shipment will be allocated 30 free minutes. After 30 minutes, detention will begin to accrue. See Item 500. If multiple shipments are delivering to, or picking up at the same time, the fee will be allocated across each shipment by percentage of weight for the entire stop. See exceptions below.

Shipments destined to, or originating from, UNFI (United Natural Foods, Inc.) located in Centralia, WA will have a \$600.00 fee added to each shipment. Any remaining UNFI (United Natural Foods, Inc.) Distribution Centers will have a \$400.00 fee added to each shipment. This is in addition to the net linehaul charges applicable.

HAZARDOUS MATERIALS – Item 567

Refer to 49 CFR for provisions governing the movement of Hazardous Materials. A shipment of Hazardous Materials accepted for transportation will be rated at the rates and charges otherwise applicable to shipment, subject to an additional Hazardous Materials charge of \$25.00 per shipment.

IMPRACTICABLE OPERATIONS – Item 570

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys or because of riots. In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract. Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than reasonable dispatch.

LICENSES, TEMPORARY HIGHWAY – Item 575

When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for license obtained will apply, in addition to the cost of the license and all other applicable charges.

LIMITATION of CARRIER LIABILITY – Item 600

Shipments accepted for transportation will move at the **released values shown below**, subject to a **maximum carrier liability of \$25,000 per shipment**. Corrected bills of lading or letters of authority to change valuation after delivery will not be accepted. Items with a rated class valuation higher than referenced in the table below are considered “items of extraordinary value.”

Carrier liability shall **not exceed the actual invoice value of the commodity**.

Maximum Value per Pound by Rated Item Class, Including FAK rated shipments

Rated Class	Max Value per Pound	Rated Class	Max Value per Pound	Rated Class	Max Value per Pound
50	\$1.00	85	\$5.00	175	\$10.75
55	\$1.50	92.5	\$6.00	200	\$11.25
60	\$2.25	100	\$7.00	250	\$12.00
65	\$3.00	110	\$8.00	300	\$13.50
70	\$3.75	125	\$9.00	400	\$14.50
77.5	\$4.25	150	\$10.00	500	\$15.00

Released Value Exceptions

The following shipments will move at the released values shown below unless excess value liability is requested and accepted by the carrier.

1. Spot Quote Shipments- Shipments quoted on a Spot Quote basis will move at a released value not to exceed \$1.00 per pound, subject to the carrier’s maximum liability per shipment.
2. Shipments moving under pallet rates, exception ratings, special commodity rates, truckload rates, volume rates, or other non-class-based pricing programs will move at a released value not to exceed \$1.00 per pound.
3. Used, rebuilt, used auto parts, reconditioned, remanufactured, refurbished, or previously utilized commodities will move at a released value not to exceed \$0.10 per pound per package.
4. Failure of the shipper to provide an accurate commodity description indicating that the freight is “other than new” shall not alter the application of this provision.
5. Household goods and personal effects will move at a released value not to exceed \$0.10 per pound.
6. Antiques, Artwork, and Collectibles, Antique furniture, pictures, paintings, sculptures, artwork, and other works of art will move at a released value not to exceed \$0.10 per pound.
7. Televisions and Electronic Display Devices, LCD displays, plasma displays, OLED displays, or similar electronic display devices will move at a released value not to exceed \$0.10 per pound.
8. Lighting Products incandescent, fluorescent, LED, or other lighting bulbs or tubes will move at a released value not to exceed \$0.50 per pound per package.
9. Carpet Remnants Carpets, carpeting, and carpet remnants will move at a released value not to exceed \$0.50 per pound.

10. Unpackaged metal articles, pipes, tubing, or similar commodities tendered without protective packaging will move at a released value not to exceed \$2.50 per pound.
11. If shipper uses FAK or vague description, claim will be based on lowest value of commodity in shipment
12. Labor for repairing damaged articles will be limited to \$50 per hour unless otherwise agreed in writing
13. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$1.00 per pound.

Packaging and Preparation for Shipment

Freight must be packaged and prepared to withstand normal LTL handling and transportation conditions, including handling by mechanical equipment and movement with other freight in trailers and terminals. Carrier will not be liable for loss or damage resulting from insufficient packaging, improper preparation for shipment, or failure of packaging to withstand normal transportation conditions. Claims for concealed damage will not be honored when the packaging does not reasonably indicate that the shipment was prepared to withstand normal LTL handling. Failure of the shipper to package freight to withstand normal LTL handling constitutes acceptance of the released value provisions of this tariff

Commodity Description Requirements

If the shipper fails to properly describe the freight on the Bill of Lading, including the use of **FAK, "Freight All Kinds," or other insufficient commodity descriptions**, any claim for loss or damage will be settled based on the **lowest released value applicable to any commodity contained in the shipment**.

Limitation of Damages

Carrier shall not be liable for **consequential, special, indirect, or exemplary damages**, including but not limited to **loss of income, loss of market, or loss of profits**, regardless of whether the carrier had knowledge that such damages might occur.

Concealed Damage

Concealed damage is damage that was not visible or apparent at the time of delivery and was not noted on the delivery receipt. When a shipment is received without any notation of loss or damage, it constitutes a clear delivery. Claims for damage submitted after a clear delivery are subject to the following conditions: (a) Notice. The consignee must notify the carrier in writing within two (2) business days of delivery. Failure to provide timely written notice will bar recovery. (b) Liability Cap. Carrier liability for concealed damage is limited to a maximum of one-third (1/3) of the applicable released value of the affected freight as determined under this Item. (c) Burden of Proof. Concealed damage claims shift the burden of proof to the claimant to demonstrate that the damage occurred while the freight was in the carrier's possession. (d) Delivery Receipt Notations. Notations such as 'subject to inspection' or other non-specific language will not be considered as damage notations. Only specific notations describing the nature or location of damage will be recognized in the claims process. (e) Inspection. All damaged freight and original packaging materials must be retained in the condition received and made available for carrier inspection upon request. Claims may be denied if damaged freight or original packaging is not available for inspection.

LIMITED & DIFFICULT ACCESS PICKUP OR DELIVERY – Item 606

Shipments picked up at or delivered to locations with limited, restricted, or difficult access will be subject to an additional charge of \$50.00 per shipment.

Locations include but are not limited to the following:

- Camps / Campgrounds
- Casinos
- Churches / Places of Worship
- Construction Sites / Job Sites
- Correctional Facilities / Jails / Prisons
- Country Clubs / Golf Courses
- Data Centers
- Farms / Ranches
- Military Bases / Installations
- Lodging Facilities including Hotels, Motels, Resorts or Lodges
- Mines / Quarries
- Parks including City, State, or National Parks
- Piers / Wharfs / Marinas / Ports
- Schools / Universities / Educational Institutions

Locations where pickup or delivery are restricted, or otherwise impeded due to conditions including, but not limited to:

- security procedures or guard stations, not including airports or air cargo facilities
- limited or controlled access points such as gated communities with restricted entry
- narrow or unpaved access roads
- heavy pedestrian or vehicle congestion
- limited maneuvering area for commercial vehicles
- limited maneuvering area for commercial vehicles
- excessive internal property travel distance

Other conditions that prevent normal commercial dock pickup or delivery, may also be considered limited access locations. Carrier reserves the right to determine whether a location qualifies as limited access based on conditions encountered at the time of pickup or delivery.

LIFTGATE PICKUP OR DELIVERY/GROUND SERVICE – Item 607

1. Item must not exceed 2,500 pounds.
2. Item must not exceed 86 inches in length or width.
3. Requests for liftgate or ground service must be in writing on the Bill of Loading or load tender given to the carrier at time of interchange. If the request for liftgate service is not made on the shipping papers and it is required, the driver will make notation of that on the Delivery Receipt and the consignee will complete a legible signature and such charges will be added to the shipment.
4. All shipments 101 pounds or greater will have a liftgate charged assess to the shipment unless a loading dock or forklift is available.

All items requiring this service will be charges a \$45.00 minimum fee at the rate of \$2.50 CWT with a maximum charge of \$150.00.

RESIDENTIAL PICKUP OR DELIVERY – Item 608

Shipments picked up from or delivered to Private Residences shall be subject to an additional charge of \$4.50 per CWT, subject to a \$60.00 Minimum Charge and a \$450.00 Maximum Charge. Any "Inside Pickups or Deliveries" or "White Glove" service(s) when requested or applied to a Residential shipment will only be picked up from or delivered to the Residential threshold or the first dry area.

INSIDE PICKUP OR DELIVERY – GROUND FLOOR – Item 609

\$4.50 per CWT, subject to a \$50.00 Minimum Charge and a \$335.00 Maximum Charge. For above or below ground level, please see Item 751.

APPOINTMENT / NOTIFICATION – Item 610

\$15.00 per Shipment.

ATTEMPTED PICKUP – Item 611

\$50 per Pickup attempted.

OVERSIZE or OVER DIMENSION SHIPMENTS – Item 612

- (1) Shipments that are equal to 8 (eight) feet but less than 12 (twelve) feet, in length or width, will be subject to an additional charge of \$200.00 in addition to normal applicable freight charges.
- (2) Shipments that are equal to 12 (twelve) feet but less than 16 (sixteen) feet, in length or width, will be subject to an additional charge of \$600.00 in addition to normal applicable freight charges.
- (3) Shipments that are equal to 16 (sixteen) feet but less than 20 (twenty) feet, in length or width, will be subject to an additional charge of \$900.00 in addition to normal applicable freight charges.
- (4) Shipments that are equal to 20 (twenty) feet but less than 27 (twenty-seven) feet, in length or width, will be subject to an additional charge of \$1200.00 in addition to normal applicable freight charges.
- (5) No articles exceeding equal to or greater than 27 (twenty-seven) feet will be accepted.
- (6) Provisions in this item will not apply to truckload or exclusive use rates.

MARKING, TAGGING, SORTING or SEGREGATING of FREIGHT – Item 620

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of \$1.80 per 100 pounds, subject to a minimum charge of \$18.00.

LUMPER FEES – Item 621

Lumper service fees are not included in carriers' rates. When a customer requests or requires Lumper Service for pick up or delivery. The lumper fees accrued by the carrier shall be added to the bill with an added \$15.00 processing charge.

REMOVAL OF PACKAGES / DEBRIS / DUNNAGE – Item 622

\$40.00 per instance.

MIXED, VAUGE, or INACCURATLELY DESCRIBED SHIPMENTS – Item 642

- Except as otherwise provided, when rates referencing this Tariff apply and:
 - -The bill of lading is missing a commodity description;
 - - The bill of lading contains an inaccurate, incomplete, or non-specific commodity description;
 - The bill of lading uses vague, generic, or catch-all terms such as, but not limited to, “Freight All Kinds,” “General Merchandise,” “Miscellaneous,” “Mixed Parts,” “Spare or similar language; or
 - The bill of lading describes multiple articles without specific identification and corresponding weight details; the shipment will be rated based on the total density of the shipment using the following table:

SUB	DENSITY RANGE	CLASS
1	Less than 1	400
2	1 but less than 2	300
3	2 but less than 4	250
4	4 but less than 6	175
5	6 but less than 8	125
6	8 but less than 10	100
7	10 but less than 12	92.5
8	12 but less than 15	85
9	15 but less than 22.5	70
10	22.5 but less than 30	65
11	30 but less than 35	60
12	35 but less than 50	55
13	50 or greater	50

The density shall be determined by dividing the total weight (in pounds) by the total cubic feet of the shipment.

Where applicable, minimum charge and floor minimum provisions of this Tariff will continue to apply.

Note: When applicable, density shall be calculated in accordance with Item 986 – Cubic Capacity Rule, including any dimensional substitution provisions specified therein.

CANCEL and COMBINE OF SHIPMENTS – Item 650

When two or more shipments are tendered to Carrier and meet all of the following conditions:

- Originating from the same shipper,
- Moving on the same day,
- Originating from the same location,
- Consigned to the same consignee at the same destination,

Carrier may, at its sole discretion:

- Cancel the original bills of lading,
- Combine the shipments into a single rated movement based on the total weight and total cubic volume, and
- Rate the combined shipment as one movement under applicable rating provisions, including Items 642 and 987 of this Tariff.

The adjusted rating shall supersede the original individual shipment ratings, and charges shall be assessed based on the combined shipment as though it had been tendered on a single bill of lading.

Carrier reserves the right to assess administrative charges when canceling and combining shipments results in substantial rework of shipment documents.

Where applicable, density-based rating, minimum charge provisions, cubic capacity rules, and other rating adjustments will be applied to the combined shipment in accordance with the governing rules of this Tariff.

PAYMENT of FREIGHT CHARGES – Item 720

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing. See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.

PERMITS, SPECIAL – Item 740

When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus \$25.00 per 15 minutes or fraction thereof with a minimum charge of \$100.00 for the account of the shipper or consignee.

PICKUP/DELIVERY ABOVE or BELOW the ENTRY FLOOR – Item 751

With elevator or escalator \$4.00 per cwt \$75.00 min. \$335.00 max. Without elevator or escalator \$6.50 per cwt \$45.00 min per floor.

WAREHOUSE DELIVERY BETWEEN 6:00 P.M. – 4:00 A.M. – Item 752

\$1.50 per CWT, subject to a \$150.00 Minimum Charge.

OUTLYING LOCATION PICKUP OR DELIVERY – Item 753

Some addresses carry the name of a city or community but are physically located well outside it. When the actual pickup or delivery location is more than five (5) road miles from the post office of the city or community named in the shipment address, an additional charge of \$4.00 per road mile for each mile beyond the first five (5), subject to a \$50.00 minimum and \$200.00 maximum per shipment, will apply. Mileage will be determined using commercially available mapping tools based on the shortest practical truck route.

This charge applies whether or not the ZIP code appears in Item 899, and is in addition to all other applicable rates and charges. Carrier will determine qualifying locations based on conditions and distance encountered at the time of pickup or delivery. When both this Item and Item 606 could apply, only the greater charge will be assessed.

PICKUP/DELIVERY on SATURDAYS, SUNDAYS, or LEGAL HOLIDAYS – Item 754

- (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.
- (2) Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$ 325.00 plus freight per pickup or delivery.
- (3) Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.
- (4) See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED – Item 780

Unless otherwise provided, the following property will not be accepted for shipment:

- (1) Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, Original Artwork, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery shall not be assumed.
- (2) Explosives, dangerous goods or property, or Class A Hazardous Materials which, in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- (3) Livestock and household pets will NOT be accepted for transportation.
- (4) Used vehicle components e.g. engines, transmissions, etc. containing fluids, must be completely drained. Shipper of such components shall bear the cost of any claim resulting in damage to adjacent freight.

Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.

PROOF of DELIVERY – Item 781

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of \$10.00 per Proof of Delivery "POD" request.

PICKUP AND DELIVERY PROVISIONS – Item 800

- (1) Shipments which cannot be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.
- (2) In the event that redelivery is subsequently accomplished, an additional charge of \$5.00 per cwt will be assessed, subject to a minimum of \$65.00 and maximum of \$ 350.00 except those shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.
- (3) If consignee elects to pick up at destination terminal, the charge is \$2.20 per cwt, subject to a minimum of \$28.00 and maximum of \$ 150.00.
- (4) 24 hours after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the **part** of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (5) Shipments returned to the shipper will be charged for such return at an additional 100% of the outbound rate.
- (6) Storage - All shipments will have three (3) days free storage. If after the third day delivery is unable to be made, then the shipment will incur storage at a rate of \$3.50 per cwt, subject to a Minimum Charge of \$8.00. These storage charges are billed on a "per day" basis.
- (7) Truckload Rates –
 - a) Trailers will not exceed 28' in length.
 - b) Maximum allowable weight will be 22,000 lbs. per trailer.
 - c) Shipper will provide loading and consignee will provide unloading.
 - d) Rates will be based on miles from the shipper's dock to destination. Contact customer service at 866-933-8733 for quotes.

Same-day Definite Delivery - Carrier will charge a mileage fee of \$2.25 for each one-way mile, subject to a Minimum Charge of \$45.00.

REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC. – Item 810

Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff. When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that item. If, however, two or more items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the page on which the reference is made.

SHIPPER'S LOAD and COUNT (SLC) – Item 815

When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior off the container are the responsibility of the shipper or consignee. When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS – Item 820

Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at carrier cost plus 10% on the freight bill. (Also see Item 300)

WEIGHT AND INSPECTION FEE – Item 821

A \$25.00 Weight, Inspection & Measurement Fee will be assessed when Diamond Line performs a reweigh, inspection, or measurement that results in a correction to the shipment's weight, freight class, commodity description, or dimensions, and such correction results in a change to the applicable freight charges. This fee is in addition to any adjusted freight charges.

If a shipment is tendered with missing, incomplete, or inaccurate information on the Bill of Lading, including but not limited to weight, class, description, or dimensions, Diamond Line reserves the right to inspect, reweigh, or measure the shipment and apply this fee.

When shipment dimensions are not provided or are incorrect, and Diamond Line determines that dimensional, overlength, or other dimension-based charges apply, the fee will also apply.

If palletized freight exceeds allowable pallet dimensions, the shipment may no longer qualify for pallet pricing and will be re-rated under the applicable tariff provisions. Additional charges may apply per Item 991, along with the Weight, Inspection & Measurement Fee

GUARANTEED SERVICE – Item 825

For "Guaranteed Service" where available the following conditions will apply.

- (1) All Guaranteed Service must be arranged through Customer Service cs@dlds.com or 1-866-933-8733.
- (2) Guaranteed Standard Service. Shipment is guaranteed to deliver between 8:00 A.M. and 5:00 P.M. on the normal scheduled delivery day. The fee for this service is 20% of the net line haul charges 1.20 factor \$20.00 minimum charge.
- (3) Guaranteed by Noon. Shipment is guaranteed to deliver by noon on the normal scheduled delivery day. The fee for this service is 30% of the net line haul charges 1.30 factor Minimum charge \$30.00.
- (4) Guaranteed before 10:00 A.M. The shipment is guaranteed to deliver by 10:00 A.M. on the normal scheduled delivery day. The fee for this service is 50% of net line haul charges 1.50 factor Minimum charge \$60.00.
- (5) Guaranteed before 8:00 A.M. The shipment is guaranteed to deliver by 8:00 A.M. on the normal scheduled delivery day. The fee for this service is 60% of net line haul charges 1.60 factor Minimum charge \$85.00.
- (6) If a BOL is accepted requesting Guaranteed Service that was not arranged through Customer Service, Diamond Line will attempt to provide the service but is not obligated to do so and the shipper will be billed accordingly.

Note 1: Guaranteed Service will not apply on shipments that contain poisons, radioactive materials, explosives, or requiring protective service.

Note 2: Pre-appointed shipments will be considered Guaranteed Shipments regardless of whether that or any other service is requested on the BOL.

Note 3: COD shipments, weekend and holiday deliveries, shipments destined to convention centers or exposition centers, private residences, volume loads those over 10,000 lb. are not eligible for Guaranteed Service.

Note 4: In the event of a Service Failure on a shipment that requires Guaranteed Service, Diamond Line will remove the Guaranteed Service Upcharges associated with the specified Guaranteed Service time, with all remaining applicable freight charges to remain as invoiced.

Note 5: Diamond Line will not be obligated to cancel Guaranteed charges if one or more of these conditions exist.

- a) Diamond Line arrives prior to or within the guaranteed service commitment.
- b) Act of God, acts of public authorities, riots, strikes, lockouts, act of omission by shipper or consignee, or other causes beyond Diamond Line control. This includes but is not limited to highway, road, bridge, or tunnels closures, or obstructed or otherwise impassable during shipment.
- c) Shipments that require special handling equipment or are delayed by special requirements of the consignee or is by no fault of Diamond Line picked up late as to delay as to keep the shipment from making line haul schedule.
- d) Consignee is not available to receive shipment.
- e) Consignee requires or request redelivery.
- f) Shipment requires an appointment and appointment time conflicts with Guaranteed Service time.

CALIFORNIA CLEAN AIR COMPLIANCE SURCHARGE – Item 846

All shipments originating from or destined to the state of California will have a \$15.00 compliance surcharge applied to the net invoice amount.

CROSSDOCK/TRANSLOAD FEE– Item 847

When a consignor, consignee, or another transportation provider requests the use of Carrier's facility to temporarily store, transfer, or handle a shipment, the following charges will apply:

- \$25.00 per pallet spot, subject to a \$50.00 minimum charge per shipment.
- Additional pallets handled but not stored will be subject to a \$10.00 charge per handling unit.
- Pallets exceeding 48 inches in length, 48 inches in width, or 50 inches in height will be subject to additional pallet position charges based on the space required.

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

Unless otherwise indicated, charges will be **payable by the party requesting the service**. Storage charges may be applicable for pallets held for more than three (3) business days. See item delivery provisions Item 800.

CUSTOMS MANIFEST FEE CANADA / UNITED STATES – Item 830

Shipments requiring border crossing and Customs Clearance between the United States and Canada are subject to a \$27.00 document handling fee.

CUSTOMS BOND SHIPMENTS – Item 835

- (1) Shipments moving from the United States to Canada are placed under Customs Bond, or delivery under United States Custom supervision is required by carrier, a charge of \$6.00 per CWT with a minimum charge of \$80.00 and a maximum charge of \$250.00 shall be assessed.
- (2) 2. Shipments moving from Canada into the United States are placed under Custom Bond or delivery under Customs supervision, a flat charge of \$150.00 plus applicable warehouse, storage, and distance fees shall apply.

CUSTOM CLEARANCE and HANDLING / SPECIAL – Item 840

When consignee requests custom clearance and handling of a shipment destined to points in Canada, outside of regular customs hours, a charge of \$125.00 shall be assessed in addition to other applicable charges.

CUSTOM EXAMINATION FEE – Item 845

Where inspection or examination is required by Customs, a fee of \$110.00 will apply.

CUSTOM EXIT FEE – Item 850

When a Customs Examination is required and results in changing the process and changing the paperwork and update the Custom system, a fee of \$65.00 will apply.

CUSTOMS FOOD & DRUG ADMINISTRATION INSPECTION FEE – Item 860

When Customs require an inspection to meet Food and Drug Administration compliance, a charge of \$8.25 per cwt, with an \$80.00 minimum.

CUSTOMS RE-MANIFEST FEE – Item 865

When a shipment requires a re-manifesting to clear customs, a \$65.00 fee will apply.

CUSTOMS INTERNATIONAL SECURITY CHARGE – Item 870

A security fee of \$10.50 will apply to all shipments crossing the United States and Canadian border. **SPECIFIC REMOTE PICKUP/DELIVERY CHARGES – Item 899**

Remote Destination Charges for stated zip codes or town/communities, along with the level of service provided. Note that the zip code listed may be associated with many non-mentioned communities or towns. A Full listing can be found by following the link below to Exhibit A of the Diamond Line Delivery Rules Tariff, found on our website as "Diamond Line Delivery Remote Points". All remote fees are subject to change without notice. All Indirect service points should be quoted prior to shipment tender in the event our marketing partners modified their remote fees without notice.

<https://www.dlds.com/resources/>

SUMMARY INVOICES – Item 910

At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.

VEHICLES FURNISHED, BUT NOT USED – Item 985

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of \$1.50 per mile, subject to a Minimum Charge of \$75.00.

CAPACITY AND DENSITY CALCULATIONS – Item 986

This rule applies when a shipment occupies significant trailer space relative to its weight.

1. Applicability

This rule will apply if both of the following conditions are met:

- The total cubic volume of the shipment is **750 cubic feet or more**; and
- The **calculated average density is less than 4 pounds per cubic foot**.

2. Density Calculation

Density is determined by dividing the total weight of the shipment (in pounds) by the total cubic feet.

Density = Weight ÷ Cubic Feet

3. Minimum Billable Weight

For shipments meeting the above criteria, the billable weight will be recalculated as:

Cubic Feet × 4 (lbs per cubic foot)

This calculated weight will be rated at no less than **Class 200**, regardless of the actual freight class or commodity description.

4. Minimum Height for Tall Units

Any individual handling unit (e.g., pallet or crate) with an actual height of **73 inches or greater** will be deemed to occupy **96 inches in height** when calculating cubic volume, unless the actual height exceeds 96 inches, in which case the actual dimension applies.

5. Exclusions

This item does not apply to shipments rated under:

- Volume or truckload pricing
- Capacity load or exclusive use provisions
- Spot quotes or fixed-rate contracts
- Shipments rated under linear foot rules

OCCUPIED SPACE – Item 990

To determine compensatory rates for space utilized on carrier's equipment, freight that cannot be stacked on or that is too heavy to stack on other freight, or is configured such that it cannot be stacked on or stacked on top of other freight. Will be measured from the base of the freight to the ceiling of the trailer. This measurement will be used to the density of the freight. For classification by NMFC density classification rules. Will not apply when racking or decking is used. Applies regardless of agreed FAK's. Agreed discounts will apply.

PALLET WEIGHT and SIZE LIMITATIONS – Item 991

Weight Limitations

Unless otherwise specified in individual contracts or agreements, the maximum allowable weight per pallet is 2,000 pounds. Pallets exceeding the agreed weight limit or 2,000 pounds will be rated at the applicable class with the corresponding discount.

Size Limitations

Unless otherwise specified, the maximum pallet dimensions for pallet rates are 48" x 48" x 50".

- If any dimension exceeds these limits by **less or equal to 5 inches** in any direction, a pallet surcharge equal to 25% of the original pallet rate will apply, excluding any additional inspection fees. Inspection fees will not apply if accurate dimensions are stated on the original bill of lading. If dimensions are found to be inaccurate, charges will apply based on the true dimensions plus an applicable inspection fees.
- If any dimension exceeds these limits by **more than 5 inches** in any direction, a full additional pallet charge will apply, equal to the full pallet rate.

Rationale

In LTL shipping, shippers are purchasing trailer space. Standard LTL van trailers are 97" wide, and standard pallets measure 48" x 40" x 48" to allow two pallets to sit side by side. In linehaul operations, racking systems enable four pallets to fit in a vertical four-foot space, two beneath the racking and two above. Oversized pallets reduce the number of pallet positions that can fit in this space, increasing the carrier's cost to move the freight. These charges reflect the additional space required.

WEIGHTS, GROSS WEIGHTS USED – Item 993

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin. When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$25.00.

LINEAR FOOT and CAPACITY RULE – Item 994

When a shipment occupies greater than twelve (12) linear feet of trailer floor space **and** has a total weight greater than twelve thousand (12,000) pounds, Carrier reserves the right to apply a **Volume Quote** to the shipment in lieu of standard class rating.

For purposes of this rule:

- Linear footage will be calculated based on the total floor space occupied, including pallets, packaging, and irregular shapes.
- Shipments consisting of multiple handling units will have the combined floor space and weight considered for determining eligibility.
- Volume quotes will be based on space, weight, and operational impact, and may include different rating structures than standard tariff charges.
- Capacity and dimensional substitutions outlined in Item 986 (Capacity and Density Calculations) may be applied when determining cubic measurements or rating criteria.

Where applicable, minimum charge, cubic capacity, and occupied space rules shall continue to apply in addition to this Item.

BILL of LADING CONTRACT TERMS and CONDITIONS – Item 2100

Section 1

(a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Section 2

Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market but is responsible to transport with reasonable dispatch. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Section 3

(a) As a condition precedent to recovery, claims must be filed in writing within writing with any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of property shall have the full benefit of any insurance that may have been affected, upon such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Section 4

(a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to deliver the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within 10 days of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the

carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Section 5

(a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Section 6

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense or destroyed without compensation.

Section 7

(a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier's bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Section 8

If the carrier's bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as the election of common law or bill of lading liability shall be considered a part of the carrier's bill of lading as fully as if the same were written on or made in connection with the carrier's bill of lading.

Section 9

If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

SUMMARY TABLE

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
Absorption of Charges, Advancing Charges	Must see Item	Must see Item	300
Blind Shipment	\$75.00	\$75.00	365
Canadian Border Fees	Must see Item	Must see Item	830-870
C.O.D. (Collect on Delivery)	3.0% of collection	\$25.00	430
Collection of Charges	Must see Item	Must see Item	435
Detention or Delay	Must see Item	Must see Item	500
Detention Without Power Units	\$100.00 / 24 hrs. after 24 hrs.	\$100.00	510
Dimensional Weight	Must see Item	Must see Item	990
Diversion / Reconsignment	\$30.00	Must see Item	800
Emergency Trip	Must see Item	Must see Item	515
Fuel Surcharge	Must see Item	Must see Item	105
Hazardous Materials Charge	\$25.00	\$25.00	567
Inside Delivery	\$4.50 per cwt	\$50.00 MIN / \$ 335.00 MAX.	609
Liability, Limitation of	Must see Item	Must see Item	600
Liftgate Pickup/Delivery	\$2.50 per cwt	\$45 MIN/\$150 MAX	607
Limited & Difficult Access Pickup and Delivery	\$50.00	\$50.00	606
Long Freight	Must see Item	Must see Item	612
Marking, Tagging, Sorting of Freight	\$1.80 per CWT	\$18.00	620
Permits, Special	Cost plus \$30.00 per permit	\$30.00	740
Pickup or Delivery Above or Below Entry Floor	Must see Item	Must see Item	751
Pickup or Delivery on Sundays & Holidays	\$260.00 per P/U or Delivery or \$175	(Also See Item 110)	754
Proof of Delivery after 1 free POD / shipper / month	\$10.00 per POD	\$10.00	860
Redelivery, Return Shipments, and Storage	Must see Item	Must see Item	800
Residential Delivery	\$4.50 per CWT	\$60.00 MIN / \$ 450+.00 MAX.	608
Special Services	Cost + 10%	Must see Item	900
Specific Remote Destination Charges	Must see item	Must see item	985
Vehicles Ordered But Not Used	\$1.50 per mile	\$75.00	993
Weighing, (Also See Items 991 and 992)	Cost plus \$25.00 per weighing	Cost plus \$25.00	561

EXTRA LABOR/TWO MAN PICKUP/DELIVERY CHARGES

EXTRA LABOR	PER HOUR	MINIMUM CHARGE
DAY – HOURS	OR FRACTION THEROF	PER MAN
Monday – Friday, 8 AM to 5 PM	\$75.00	1 Hour
Monday – FRIDAY, 5 PM to 8AM	\$112.50	1 Hour
Saturday or Sunday	\$150.00	2 Hours
Legal Holidays, (See Item 110)	\$200.00	2 Hours

This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.