

# **TARIFF UPGF 102-P**

## **TFORCE FREIGHT, INC.**

**P.O. BOX 1216**

**RICHMOND, VA 23218-1216**

**#MC 109533 Sub 146**

**#MC 109533 (Sub-No. 149-P)**

[www.TForceFreight.com](http://www.TForceFreight.com)

## **Rules and Charges For Less-Than-Truckload (LTL) Service**

**EFFECTIVE: November 15, 2021**

**APPLIES ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE**

### **Important Statement Of General Application**

This publication explains the rules and conditions of service that apply on shipments by the LTL Division of TForce Freight, and that show this document as a governing publication. Exceptions to any of the Items in this publication will be noted in agreements that apply for an individual customer. When TForce Freight acts as a motor carrier, it is acting pursuant to its motor carrier authority #MC 109533 Sub 146 (as to common carrier authority) and #MC 109533 (Sub-No. 149-P) (as to contract carrier authority); when TForce Freight acts as a broker, it is acting pursuant to its broker authority #MC 109533 SUB 105 B. In the event TForce Freight is acting as a motor carrier and, in order to meet operational goals, finds it necessary to broker any shipment(s), it will then be doing so pursuant to its brokerage authority; provided, however, TForce Freight will remain liable for any freight loss or damage claims, as set forth in the contract documents and/or Rules Tariff applicable to such shipment(s).

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and TForce Freight encourages shippers to review this publication, as some Items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

**( SEE ITEM 100 )**

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**Rules and Charges - TARIFF UPGF 102-P**

**Cumulative List of Items in UPGF 102-P and Supplements**

**Listed below are Items that have been added, amended or brought forward in supplements and incorporated into the original Tariff.**

**UPGF 102-P ORIGINAL TARIFF EFFECTIVE: November 15, 2021**

**Explanation of Abbreviations and Referenced Marks**

**A**      **1<sup>st</sup> Revised**  
**B**      **2<sup>nd</sup> Revised**  
**\***      **New Item**  
**\*c**      **Canceled**

## Essential Contacts

TForce Freight Less-than-Truckload (LTL)	1-800-333-7400	<a href="http://www.TForceFreight.com">www.TForceFreight.com</a>
TForce Freight LTL Expedited	1-800-644-0900	

## Track your Shipment

Track TForce Freight shipments directly from the [www.TForceFreight.com](http://www.TForceFreight.com) homepage using the PRO number. Shippers can also track the shipment using the bill of lading or purchase order number

## TForce Freight Services

Contact 1-800-333-7400 for all TForce Freight LTL needs.

Service	Delivered By	Destinations	Other Information
<b>TForce Freight LTL (LESS-THAN-TRUCKLOAD)</b>			
<b>LTL</b>	-End of scheduled Business Day -Backed by day-definite, on-time guarantee at no additional charge in the 48 contiguous states, and to and from Canada	-All 50 states, Canada, Mexico, Puerto Rico, U.S. Virgin Islands and Guam	-Regional, interregional and long-haul LTL Service -More than 39,000 one- and two-day lanes nationwide -No Fee Guarantee applies to current UPGF Tariff customers only -See Item 824 for applicable terms, conditions and remedies
<b>LTL Guaranteed</b>	-Delivery by 5:00 p.m. of the scheduled Business Day	-Direct Service Points in the 48 contiguous states and Canada and the 48 contiguous states and Mexico	-Guaranteed service available for customers with contracts and/or pricing other than the current UPGF Tariff -See Item 823 for applicable terms, conditions and remedies
<b>LTL Guaranteed A.M.</b>	-Delivery by 12:00 p.m. of the scheduled Business Day	-Select destination points in the 48 contiguous states	-Guaranteed service with up-charge applied to existing LTL pricing provisions -See Item 825 for applicable terms, conditions and remedies
<b>LTL Expedited</b>	-Guaranteed capabilities for shipments that require faster delivery than standard LTL service or specific time-definite delivery	-All 50 states, Canada, Mexico, Puerto Rico, U.S. Virgin Islands and Guam	-Customized solutions for unique LTL transportation needs -Call 1-800-644-0900 for rates and to schedule service -See Item 822 for applicable terms, conditions and remedies
<b>ADDITIONAL TForce FREIGHT SERVICES</b>			

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<b>Trade Show Services</b>	<p>Our Trade Show specialists help you select package and freight shipping solutions for your exhibit and supporting materials to and from the show:</p> <ul style="list-style-type: none"> <li>-Advance warehousing and round-the-clock tracking provide peace of mind for your inbound trade show shipping -On-site TForce Freight Trade Show representatives to assist with return shipping needs</li> <li>-Customs Brokerage and air freight services available when exhibiting internationally</li> <li>-Call 1-800-988-9889 to speak to a trade show specialist about your show</li> </ul>
<b>Temperature Protection Services</b>	<ul style="list-style-type: none"> <li>-See Item 810 for further information</li> <li>-Call 1-800-644-0900 for fees and more information</li> </ul>
<b>Consolidation and Distribution</b>	<ul style="list-style-type: none"> <li>-Consolidate shipments from multiple origins; distribute from one origin to multiple destinations</li> <li>-Call 1-866-598-5814 for fees and more information</li> </ul>

<b>Service</b>	<b>Other Information</b>
<b>TFORCE FREIGHT Dedicated</b>	
<b>Dedicated</b>	<ul style="list-style-type: none"> <li>-Secure the capacity and rigorous service levels of your own customized private fleet with the peace of mind and operational efficiencies of being managed by experts at TForce Freight with exclusive use of dedicated equipment, drivers, systems and management domiciled on-site.</li> <li>-Highly customized and engineered dedicated fleet solutions to meet unique client needs for automotive parts, retail, perishables, medical and any industry where rigorous delivery service levels are required.</li> <li>-send an email to <a href="mailto:dedicatedtruckload@tforcefreight.com">dedicatedtruckload@tforcefreight.com</a> to request information.</li> </ul>
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**Section 1**

**Item 1            Fuel Surcharge**

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 subject to the percentage increase as provided below. The term line haul charge applies to all freight charges other than accessorial charges. The fuel surcharge on Density Based Rated shipments is provided in Item 645-1.

<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>
199	20.80%	275	24.60%	351	28.40%	427	32.20%
201	20.90%	277	24.70%	353	28.50%	429	32.30%
203	21.00%	279	24.80%	355	28.60%	431	32.40%
205	21.10%	281	24.90%	357	28.70%	433	32.50%
207	21.20%	283	25.00%	359	28.80%	435	32.60%
209	21.30%	285	25.10%	361	28.90%	437	32.70%
211	21.40%	287	25.20%	363	29.00%	439	32.80%
213	21.50%	289	25.30%	365	29.10%	441	32.90%
215	21.60%	291	25.40%	367	29.20%	443	33.00%
217	21.70%	293	25.50%	369	29.30%	445	33.10%
219	21.80%	295	25.60%	371	29.40%	447	33.20%
221	21.90%	297	25.70%	373	29.50%	449	33.30%
223	22.00%	299	25.80%	375	29.60%	451	33.40%
225	22.10%	301	25.90%	377	29.70%	453	33.50%
227	22.20%	303	26.00%	379	29.80%	455	33.60%
229	22.30%	305	26.10%	381	29.90%	457	33.70%
231	22.40%	307	26.20%	383	30.00%	459	33.80%
233	22.50%	309	26.30%	385	30.10%	461	33.90%
235	22.60%	311	26.40%	387	30.20%	463	34.00%
237	22.70%	313	26.50%	389	30.30%	465	34.10%
239	22.80%	315	26.60%	391	30.40%	467	34.20%
241	22.90%	317	26.70%	393	30.50%	469	34.30%
243	23.00%	319	26.80%	395	30.60%	471	34.40%
245	23.10%	321	26.90%	397	30.70%	473	34.50%
247	23.20%	323	27.00%	399	30.80%	475	34.60%
249	23.30%	325	27.10%	401	30.90%	477	34.70%
251	23.40%	327	27.20%	403	31.00%	479	34.80%
253	23.50%	329	27.30%	405	31.10%	481	34.90%
255	23.60%	331	27.40%	407	31.20%	483	35.00%
257	23.70%	333	27.50%	409	31.30%	485	35.10%
259	23.80%	335	27.60%	411	31.40%	487	35.20%
261	23.90%	337	27.70%	413	31.50%	489	35.30%
263	24.00%	339	27.80%	415	31.60%	491	35.40%
265	24.10%	341	27.90%	417	31.70%	493	35.50%
267	24.20%	343	28.00%	419	31.80%	495	35.60%
269	24.30%	345	28.10%	421	31.90%	497	35.70%
271	24.40%	347	28.20%	423	32.00%	499	35.80%
273	24.50%	349	28.30%	425	32.10%	501	35.90%

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- Note 1 All shipments will be subject to a fuel surcharge based on a weekly fuel price report, published on the website of the US Energy Information Administration (EIA) for the US On-Highway Diesel Fuel Price. The report may be received directly from the EIA or by calling (202) 586-6966. Any surcharge adjustments to the US On-Highway Diesel Fuel Price made on Monday will take effect the following Wednesday. If Monday falls on a federal Holiday, the index next published will be used to determine the applicable fuel surcharges. The website is [www.eia.gov/petroleum/gasdiesel](http://www.eia.gov/petroleum/gasdiesel).
- Note 2 For each two-cent (\$.02) increase over 501 cents in the EIA Diesel Fuel Price, the fuel surcharge will increase by an additional 0.1% on LTL, volume or Capacity Load shipments. For each two-cent (\$.02) decrease below 199 cents in the EIA Diesel Fuel Price, the fuel surcharge will decrease by 0.1% on LTL, volume or Capacity Load shipments, subject to a minimum fuel adjustment of \$2.00. When the EIA Diesel Fuel Price falls below 115 cents, the fuel surcharge will not apply.
- Note 3 Expedited shipments (as defined in Item 822) moving "out-of-network" shall be subject to fuel surcharge in accordance with the amounts charged to Carrier by its Agent, Interline Carrier, other mode of transportation, or sub-contractor, unless the fuel surcharge has been previously negotiated on Expedited "out-of-network" shipments between the parties in tariffs, contracts, or other agreed upon pricing provisions.

**Item 100 General Application**

1. This publication applies to the Less-Than-Truckload (LTL) Division of TForce Freight (identified herein as "Carrier" or "TForce Freight"). It explains Carrier's services as well as the rules and conditions of service that apply on shipments moving under other publications, pricing agreements, or in customer contracts which show this document as a governing publication. Where reference is made, in other publications, pricing agreements or contracts, to Carrier's current rules or UPGF 102 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees. Where reference is made, in other publications, pricing agreements or contracts to OVNT 102 Series rules or MTRG 100 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees. Any shipment made using a PRO number generated by Carrier is subject to the rates, classifications, limitations and rules that have been established by Carrier and are in effect as of the date of shipment, including without limitation this rules tariff, except to the extent otherwise set forth in customer specific pricing or contracts that apply for individual customers.
2. Exceptions to any of the Items in this publication will be noted in specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. Carrier, in accordance with its obligations under Title 49 USC, Article 13710, shall provide to the customer, on its request, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the customer and Carrier is based. In addition, the most current version of this publication appears on Carrier's website ([www.TForceFreight.com](http://www.TForceFreight.com)), and may be accessed at any time, by any party without cost.
3. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. Carrier encourages its customers to review this publication as some goods may be subject to limitations of liability, released values or other requirements that may relate directly to your shipment. (Therefore, all customers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being protected for full value.)
4. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such individual contract and / or tariff provisions, to the extent of their application, will apply. Where a rule published in this tariff covers the same rule published in the NMFC, such rule published herein, to the extent of its application, will apply in lieu of the rule published in the NMFC.
5. When TForce Freight acts as a motor carrier, it is acting pursuant to its motor carrier authority #MC 109533 Sub 146 (as to common carrier authority) and #MC 109533 Sub-No. 149-P (as to contract carrier authority); when TForce Freight acts as a broker, it is acting pursuant to its broker authority #MC 109533 SUB 105 B. In the event TForce Freight is acting as a motor carrier and, in order to meet operational goals, finds it necessary to broker any shipment(s), it will then be doing so pursuant to its brokerage authority; provided, however, TForce Freight will remain liable for any freight loss or damage claims, as set forth in the contract documents and/or rules tariff applicable to such shipment(s).
6. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the customer has agreed to accept responsibility, additional charges for special services which exceed the normal pickup, line haul, and delivery service defined by Item 750, shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, Carrier reserves the right to assess the charges against the payer of the freight charge or the shipper.
7. Carrier will maintain records to verify the application of charges and will so document on any billing or invoicing to the responsible party.
8. Reissued tariffs, Items or parts of Items will cancel previously issued tariffs, Items or party of Items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an Item is suffixed with an alphabet letter, the letter A, cancels the original Item not so suffixed, B cancels A, C cancels B. etc.
9. In the event Carrier receives no shipments rated under the provisions of any statement of agreed pricing, for a period of 120 days, that statement of agreed pricing will be deemed obsolete and subject to cancellation.



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10. All pricing agreements established by Carrier for its customers are subject to periodic general rate increases, unless specifically stated otherwise in a pricing agreement.
11. Section 1 of this tariff provides general application. Section 2 of this tariff applies only on International commerce from or to points in Mexico. Rules, rates and charges shown in Section 2 take precedence over the same rules, rates and charges shown in Section 1 to the extent of the application.
12. Accessorial rates and charges shown in this tariff are not subject to discounts or reductions.
13. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities and may disclose information as specifically required by law or for payment and audit purposes.
14. In the event any Item or provision of an Item in this tariff is determined to be invalid by a court or administrative agency order or ruling, or by enactment or amendment of law, such action shall not invalidate the entire tariff, but this tariff shall be construed as if not containing the particular Item or provision held to be invalid and the rights and obligations of shippers, consignees, customers and Carrier shall be construed and enforced accordingly.
15. Except as otherwise provided in agreements referring to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.
16. Shippers, consignees, customers and Third Parties may refer to UPGF 105 series tariff for applicable offshore rates, rules and charges, or call Customer Service at (800) 333-7400. A copy of the tariff is available upon request at no cost.
17. Except as otherwise provided or otherwise stated on the bill of lading and agreed to by Carrier, Carrier agrees to accept, transport and deliver such goods as a customer or shipper may tender with reasonable dispatch. Carrier is not otherwise bound to transport the goods by any particular schedule, by a particular route or in time for any particular event or in any other manner other than with reasonable dispatch.
18. NOTICES: All notices required between Carrier and customer or any other party shall be deemed to be properly served only if reduced to writing and sent by United States mail, certified, return receipt requested, , or by personal delivery. The date of any notice so sent will be deemed to be the date of receipt. If any notice mailed or sent by United States mail or by delivery service is properly addressed with appropriate charges prepaid but is returned because the intended recipient refuses delivery or can no longer be found at the current notice address, such notice shall be deemed effective notice and to be given on the date such delivery is refused or cannot be accomplished.
19. Carrier introduces new services from time to time that would not have been contemplated in a customer agreement that went into effect prior to introduction of the service. Additionally, an existing service provided by Carrier may not be included in a customer agreement for a variety of reasons even though the service was in effect at the time the agreement went into effect. To resolve these situations, Carrier will observe the following rules: Where a customer or other Third Party with an interest in the shipment requests an accessorial service that was in effect at the time the agreement was in effect, the service will be provided and charged for as negotiated between the parties. Where the accessorial service is introduced by Carrier after the effective date of an agreement, then the stated description of the service in this Tariff, including the service charge, will apply. Any service rendered beyond pickup, delivery and line haul that is not provided for in this Tariff will be charged for as negotiated between the customer and Carrier.
20. This tariff, together with any documents referenced herein, and the Source Document (as defined in Item 812) for each shipment comprise the complete and exclusive agreement of the parties, including any of Carrier's affiliates, except as modified by any existing or future written agreement between the parties applicable to such shipment, and may not be contradicted, modified, or supplemented by any oral agreement or by any implied-by-law covenant.
21. For any language in the parties' agreement that gives Carrier any discretion, judgment, or other right, Carrier's exercise of such discretion, judgment, or other right is not limited in any way whatsoever – even if the specific language does not so specify. Carrier has the sole and unilateral authority to choose how to exercise its discretion, judgment, or any other right and may do so for any reason it chooses, without limitation. Carrier is not bound by any previous exercise of its discretion, judgment, or any other right. Nor does any previous exercise institute a determination or admission by Carrier about how such discretion, judgment, or right should be or should have been exercised.
22. The parties disavow and waive any obligations of good faith and/or fair dealing, whether implied by law or otherwise, in connection with their agreements regarding services to which this tariff applies, including but not limited to Carrier's exercise of any discretion, judgment, or other right, afforded by this tariff, or any applicable contract, or the Source Document. Carrier (and any of Carrier's affiliates) has no special, confidential, or fiduciary relationship with any shipper or Claimant.

**Item 101      Application of Rates – Direct and Indirect Pricing**

1. Except as otherwise provided in this rules tariff, direct pricing applications established by TForce Freight in any individual tariff Item, contract or statement of agreed pricing will apply between all Direct Service Points in the contiguous United States, and between all Direct Service Points in the contiguous United States on the one hand and all points in Canada on the other, and between all Direct Service Points in the contiguous United States on the one hand and all service points in Mexico on the other, when moving on Carrier's Current Base Rates in effect on the date of shipment, subject to the following conditions:
  - a. Base rates applicable to such pricing must be the current UPGF 500, 505, 525, 560, 570 or 580 series; and,

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- b. Shipment must be picked up by TForce Freight on a freight prepaid basis where the TForce Freight customer is the shipper-payer or Third Party,
  - c. Shipment must be delivered by TForce Freight on a freight collect basis where the TForce Freight customer is the consignee-payer or Third Party.
2. If a shipment is not rated using one of the current UPGF pricing series tariffs, where reference is made to indirect, joint-line, or interline pricing in any individual tariff item, contract or statement of agreed pricing, the pricing applies only on shipments originated by TForce Freight and will not apply on advance interline shipments.
  3. Although only indirect, joint-line, and/or interline pricing shown in the individual tariff, contract, or statement of agreed pricing does not apply in the circumstances shown above, all other conditions governing the pricing application shall continue to apply.

**Item 105      Application of Rates – Shipper Pricing**

Collect shipments consigned to a party that has no established inbound collect pricing or shipments billed to Third Parties having no established pricing, shall be rated at the shipper's pricing, to the extent of application, based on 125 percent of the applicable rates or minimum charge. The provisions of this Item do not apply when no pricing provisions are applicable or on shipments moving collect to Mexico.

**Item 110      TForce Freight Bill of Lading – Terms and Conditions**

This Item is a reproduction of the terms and conditions that are included on the TForce Freight bill of lading (form number OTC-199). They are included here for the convenience of shippers and consignees and are applicable to all statements of agreed pricing and other customer agreements where this rules tariff, the Uniform Bill of Lading or the TForce Freight Bill of Lading is identified as a governing publication.

**Section 1:      Carrier Liability**

Note 1 Where the rate and carrier's liability is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

Note 2 CARRIER LIABILITY for loss or damage will be the lesser of (1) the actual invoice value of the commodities or article(s) lost, damaged or destroyed; or (2) the amount determined from applicable limited liability provisions of the NMFC; or (3) the limits provided by contract, if applicable; or (4) carrier's governing tariffs, unless Excess Declared Value Coverage\* is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and applicable charges are paid. **Carrier's UPGF 102 series rules tariff is incorporated herein by this reference; please carefully review the tariff to determine the applicable limits of liability for the type of articles being shipped.**

\*Certain articles are subject to a limited declared value, with a choice of rates under the tariff; please review the tariff provisions before stating a value. Shipper requests EXCESS DECLARED VALUE COVERAGE IN THE AMOUNT OF \$\_\_\_\_\_.

Note 3 Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2 (e) of NMFC Item 360.

**TForce Freight shall have no liability or responsibility whatsoever in connection with this bill of lading if the shipper did not tender the shipment to TForce Freight or its Agent.**

**Section 2:      Shipper Certification**

This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

**Section 3:      Shipment Received**

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown above, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including conditions on the back hereof, which are hereby agreed to by the shipper and accepted for itself and its assigns. Where a third party bill to or broker exists, carrier holds both the shipper and consignee liable for freight charges.

**Section 4:      Terms and Conditions**

**Sec. 1.** (a) The carrier shown as transporting the property described in this bill of lading shall be liable at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier 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

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highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property. The burden to prove negligence is on the shipper.

**Sec. 2.** Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward a shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for loss or damage must be filed with the carrier not more than nine (9) months from the date of delivery (or, in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the Claimant for the premium paid on the insurance policy or contract for the involved shipment.

**Sec. 4.** (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, 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 carrier's attempted first notification, carrier will issue a second and final confirmed notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the 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, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not regularly located, after unloading or delivery the risk of loss or damage is not be that of the carrier, but is assumed by the consignor or consignee.

**Sec. 5.** (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(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 in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

**Sec. 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 owner's risk and expense or destroyed without compensation.

**Sec. 7.** (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor 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 consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as 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 prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles, including weight or density of shipment, or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

**Sec. 8.** If this 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

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or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

**Sec. 9.** If all or any part of said property is carried by water over any part of said route, such water carriage 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.

**Item 115      Governing Publications**

This tariff is governed, except as otherwise provided herein, by the following described publications and tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

<u>KIND OF TARIFF</u>	<u>ISSUING AGENT</u>	<u>TARIFF SERIES</u>
Canadian Postal Code Directory	Canada Post Corporation	
Direct Service Points	Carrier	Carrier website
Hazardous Materials Regulations Guide	DOT	CFR Title 49
Household Goods Carriers Bureau	Household Goods Carrier's Bureau	HGB 100
Household Goods Carriers Bureau	Household Goods Carrier's Bureau	HGB 105
Mexican Postal ZIP Code Directory	Servicio Postal Mexicano	
National Motor Freight Classification, NMF 100 Series	NMFTA	STB NMF 100
National Five-Digit ZIP Code Post Office Directory	United States Postal Service	

**Item 117      Offshore Freight Charges**

Except as otherwise provided, when a shipment originates in or is destined to Hawaii, Alaska, Puerto Rico, Guam, or the US Virgin Islands the shipment will be rated using a combination of rates. The portion of the movement between Carrier's facility in the contiguous 48 United States and the port of debarkation to (or entry from) Hawaii, Alaska, Puerto Rico, Guam and the US Virgin Islands will be rated using the customer's pricing provisions for LTL or Capacity Load shipments, governed by the UPGF 102 Tariff in effect on the date of shipment. For Shipments tendered to the Truckload Brokerage affiliate, the forms and procedures of that affiliate will apply. The portion of the movement between the port of debarkation and the port of entry will be rated using the UPGF 105 Tariff. To the extent UPGF 105 Tariff includes accessorial services and charges, UPGF 105 Tariff will apply. All other accessorial services and charges will be found in this Tariff effective at the time of the shipment. Customers, shippers, and consignees may refer to UPGF 105 Tariff for applicable offshore rates, rules and charges or call international customer Service at (800) 333-7400. A copy of the UPGF 105 Tariff is available upon request at no cost.

**Item 120      Definitions and Abbreviations**

Capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth below:

**Agent** is a carrier with which Carrier has a contract to provide certain transportation services on behalf of Carrier. Carrier uses Agents to extend direct service to specific points.

**Business Days** is that time during which operations are generally conducted by Carrier at the point where the service is performed, normally Monday through Friday, excluding Holidays.

**Business Hours** unless otherwise specified, is the time during which operations are conducted by Carrier at the point where the service is performed, normally 8:00 AM to 5:00 PM.

**Capacity Load shipments** are those shipments tendered to the LTL Division of TForce Freight as defined in Item 390.

**Carrier or UPGF** is the LTL Division of TForce Freight.

**Claimant** means any person or entity asserting any claim in any forum for legal or equitable relief – including, but not limited to, any claim for damages, refunds, credits, injunctive relief and declaratory relief - arising out of or related to the provision of services by Carrier.

**COD** - Collect on Delivery.

**Current Base Rates** refers to the Carrier's base rates in effect on the date of shipment.

**CWT** - hundred weight, or cost per Hundred Pounds when used as a factor to determine freight charges.

**Direct Service Point** is a postal code served by Carrier or agents representing Carrier. Direct and Indirect Service Points can be found on Carrier's website: [www.TForceFreight.com](http://www.TForceFreight.com).

**FAK** - Freight, All Kinds

**FMCSA** - Federal Motor Carrier Safety Administration

**FSMA** – Food Safety Modernization Act

**HGB** - the Household Goods Bureau

**Holiday** means the non-business holidays identified on Carrier's website for the United States, Canada, Mexico and Puerto Rico, as applicable.

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**Indirect Service Point** is a postal code served by Carrier using an Interline Carrier for a portion of the transportation service. Current Direct and Indirect Service Points can be found on Carrier's website: [www.TForceFreight.com](http://www.TForceFreight.com).

**Interline Carriers** are those carriers with which Carrier has a contract to provide some portion of the transportation service to Indirect Service Points.

**Interstate Shipment or Interstate Rate** is a shipment or a rate for a shipment that is picked up in a state and delivered to another state.

**Intrastate Shipment or Intrastate Rate** is a shipment or a rate for a shipment that is picked up in a state and delivered to another point in the same state, even if it at some point the shipment is carried outside that state boundary.

**Item** is an Item in this UPGF 102 rules tariff.

**LTL shipments** are those shipments that have an actual or billed weight of less than 20,000 lbs. and/or do not exceed 25 linear feet of a trailer.

**NMFTA** - the National Motor Freight Traffic Association, Inc.

**NMFC** - the National Motor Freight Classification (STB NMF 100 Series).

**NYC Metro Area** – includes the following ZIP codes: Manhattan (10001-10299); Staten Island (10301-10314); the Bronx (10451-10475); Brooklyn (11201-11256); Queens (11101-11109, 11120, 11351-11386, and 11411-11436).

**PCF** – pounds per cubic foot (density measure).

**Pricing Provisions** is any rating structure or matrix created to apply in lieu of Carrier's full actual class rates and charges as published in the UPGF 500 Series tariffs.

**Residence** is a location that is a home, including, but not limited to a business operating out of a home. If an address can be construed as either residential or commercial, then it will be considered a Residence.

**Shipper Load & Count or SL&C** is a shipment loaded by shipper without Carrier's driver present to confirm count and which is subject to the terms and conditions of Item 578.

**Third Party** is a person or company designated on a bill of lading for a shipment as the payer of the freight charges, but who is neither the shipper nor the consignee (or their affiliates) identified on the bill of lading.

**Van** is a type of trailer that exceeds 33 feet of loading space.

**Warehouseman** as a Warehouseman. Carrier agrees to use ordinary care to keep the freight in a safe and suitable place or to store the freight properly and to promptly attempt to provide notice to shipper or any designated party.

United States Abbreviations used in this Tariff (See section 2 for abbreviations for Mexico)

Abbreviation	State	Abbreviation	State	Abbreviation	State
AK	Alaska	KY	Kentucky	NY	New York
AL	Alabama	LA	Louisiana	OH	Ohio
AR	Arkansas	MA	Massachusetts	OK	Oklahoma
AZ	Arizona	MD	Maryland	OR	Oregon
CA	California	ME	Maine	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DC	District of Columbia	MO	Missouri	SD	South Dakota
DE	Delaware	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NC	North Carolina	UT	Utah
HI	Hawaii	ND	North Dakota	VA	Virginia
IA	Iowa	NE	Nebraska	VT	Vermont
ID	Idaho	NH	New Hampshire	WA	Washington
IL	Illinois	NJ	New Jersey	WI	Wisconsin
IN	Indiana	NM	New Mexico	WV	West Virginia
KS	Kansas	NV	Nevada	WY	Wyoming

Canada Provincial Abbreviations used in this Tariff

Abbreviation	Province	Abbreviation	Province	Abbreviation	Province
AB	Alberta	NS	Nova Scotia	PE	Prince Edward Island
BC	British Columbia	NT	Northwest Territories	PQ/QC	Quebec
MB	Manitoba	NU	Nunavut	SK	Saskatchewan
NB	New Brunswick	ON	Ontario	YT	Yukon
NF	Newfoundland				

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**Item 130      Confidentiality of Rates and Charges**

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

**Item 140      Collection of Charges – Extension of Credit**

Unless a different credit period has been established in a transportation agreement, the credit period is 15 calendar days which includes Saturdays, Sundays, and Holidays. The party responsible for payment of the freight charges must remit payment within 15 days of invoice date. Late payment service charges may apply if not paid within the credit period (see Item 721).

1. The presentation of the freight charges may be completed by first class mail, electronic data interchange, or other method acceptable to Carrier and the payer.
2. Payments may be completed by check, a bank draft, money order, electronic funds transfer, automatic clearing house, domestic or international wire transfer, or other acceptable method.
3. Carrier has a lien on freight in its actual possession, including unclaimed or abandoned freight, for the total amount of unpaid freight charges owed to Carrier by the party responsible for payment of the freight charges. The lien includes line haul, accessorial services, fuel surcharges and any other charges incurred by Carrier in providing the transportation service.
4. When a check or similar payment instrument is returned to Carrier for non-payment for any reason, the following fee for each returned check or similar payment instrument will be applied against the customer's account. Customer may be placed on a prepaid only basis if not cleared to the satisfaction of Carrier.

\$110.00 (plus any bank fees borne by Carrier)

**Item 141      Foreign Tariffs**

Base rate tariffs not issued by Carrier are defined as foreign tariffs. When a foreign tariff or an older TForce Freight (or former UPS Freight or Overnite) tariff is used as the basis for rating a customer's bills, and the bill of lading is for a shipment from or consigned to U.S., Canadian, or Mexican postal codes that are not identified and included within the tariff, then shipment rating will be accomplished using Carrier's UPGF 560 series (US/US), UPGF 525 series (US/CA), UPGF 570 series (US/MX and CA/MX), or UPGF 580 (where applicable) Current Base Rates in effect at time of shipment. Any otherwise applicable pricing established for the customer will apply off the Current Base Rates.

**Item 145      Application of Rates – New York City (Borough of Manhattan)**

Discounts and NMFC class exceptions do not apply on shipments destined to the following postal codes: 10001 – 10099 and 10101 – 10292

Note 1 Except as otherwise restricted, customers will receive their applicable discount and NMFC class exception provisions on shipments destined to New York postal codes 10001 – 10099 and 10101 – 10292 when their shipments are rated from: UPGF 500, 505, 525, 560, 570 and 580 base rates effective May 1, 2006 and later, OVNT 560 and 525 base rates effective August 14, 2000 and later and MTRG 502 base rates effective June 23, 2003 and later.

Note 2 Freight charges on shipments destined to these postal codes must be prepaid.

**Item 146      Application of Rates – Florida Postal Codes**

Discounts and NMFC class exceptions do not apply on shipments originating from or destined to the following postal codes:  
33001, 33036-037, 33040-045, 33050-052, and 33070

Note: Except as otherwise restricted, customers will receive their applicable discount and NMFC class exception provisions on shipments originating from or destined to the above postal codes when their shipments are rated from UPGF 500, 505, 525, 560, 570 and 580 base rates effective May 1, 2006 and later, OVNT 560 and 525 base rates effective August 14, 2000 and later and MTRG 502 base rates effective June 23, 2003 and later

**Item 148      Application of Rates – Trade Show Shipments**

Shipments subject to rates and charges that are governed by this rules tariff, when picked up from or delivered to convention centers or temporary warehouses for exhibitions or trade shows, will be subject to the following:

1. The shipment will be rated as NMFC item 154630, "Exhibition or Trade Show Paraphernalia," and the accompanying notes, NMFC items 154634 through 154640; at the otherwise applicable pricing, currently at the class 125 (See Note 1).

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(If the base rate tariff or pricing does not contain a class 125 rating and rate, multiply the otherwise applicable rate or charge by 125%).

2. When the applicable pricing is subject to rating based solely on density, a density of 7.0 pounds per cubic foot will be utilized for rating. If the base rate tariff or pricing does not contain a density of 7.0 pounds per cubic foot and rate, the rate will be determined by multiplying the otherwise applicable rate or charge by 125%.
3. Each shipment will be subject to the trade show shipment charge indicated in Table 148, in addition to all other charges (see Note 2):

<b>Table 148</b>	Postal Code 60601-60699	Postal Code 94100-94199	All Other Postal Codes
Trade Show Shipment Surcharge	\$115.00	\$107.00	\$75.00

4. Redelivery of trade show shipments: Where a shipment is tendered for the purpose of going into or out of a trade show, and such delivery cannot be accomplished, through no fault of Carrier, no further tenders will be made except upon request. Before the shipment will be delivered, agreement must be reached that the charge for redelivery (see Item 830) will be collected from the consignee unless payment has been specifically authorized by the shipper.
5. Shipments moving to or from a Trade Show will be accepted on handling units up to 10 feet in the single greatest dimension. Trade Show shipments tendered greater than 10 feet in any single dimension will be subject to prior written approval by Carrier (see Item 780, Part 1A).
6. Carrier will accept television monitors in the exhibition materials tendered to Carrier, under the following conditions:
  - a. The packaging and containers must be accepted for shipment by Carrier representative.
  - b. All exhibition materials must be shrink-wrapped on pallets or contained within a shipping container in a manner to withstand the normal rigors of transportation and handling. Television monitors may be consolidated with other apparatus and shrink wrapped on a pallet.
  - c. Carrier's liability for loss or damage to refurbished or used television monitors that are properly classified, marked, labeled, packaged and tendered as part of a trade show shipment shall be the lesser of the actual invoice price or the liability for class 125 indicated in Part 5, number 2 of Item 166, below.
  - d. Where a television monitor is not marked, labeled or packaged as part of a trade show shipment, or is packaged in a manner not approved by Carrier's representative, Carrier's liability shall be the lesser of the actual invoice price or \$3.00 per pound for any lost or damaged television shipped.

Note 1 Freight all kinds (FAK) class exceptions and NMFC class exceptions do not apply.

Note 2 Carrier liability for loss or damage claims of trade show shipments is governed by Item 166 below. (Limits of liability within Item 166 Part 3 shall not apply to shipments moving under the provisions of Item 148.) For shipments where Carrier's involvement is limited to the warehousing of the trade show shipment, with no prior or subsequent transportation by Carrier or its agents, liability for loss or damage will be limited to that of a Warehouseman.

**Item 149 Application of Rates – Canadian Points**

**Part 1 – Indirect Service Points**

Discounts, rates and NMFC class exceptions will not apply on shipments destined to or originating from points in Canada that are not Direct Service Points. For points where direct service is not indicated in the TForce Freight service points file at the time of shipment, shippers must contact TForce Freight Customer Service at 1-800-333-7400 and select option 6 for a spot quote to include all transportation charges to these locations and the available modes of transportation depending on the season of the year and availability of equipment. When a spot quote is not requested for an interline point prior to shipment, Carrier reserves the right to adjust the charges to reflect any additional costs incurred to process the shipment.

**Part 2 – Direct Service Points**

For all other Direct Service Points in Canada, an additional charge may be assessed to areas where access is limited. This charge will be in addition to all other freight charges applicable to the shipment and will be assessed on all shipments destined to or originating from these points.

A listing of the applicable postal codes is shown in Table 149A below. A shipment destined to or originating from a postal code within one of the ranges shown in Table 149A will be assessed the charge corresponding to the rate code shown for that postal code range. A listing of charges by rate code is shown in Table 149B.

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**TABLE 149A – Applicable Postal Codes**

Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code
A0R0A0 – A0R1B0	B	P0W0A7	C	S0J2P0 – S0J2R0	F	V0C1Z0	F
A2V0A1 – A2V2Z2	A	P0X0A5	E	S0J2W0	F	V0C2A0 – V0C2B0	C
G0G0A0 - G0G1J0	B	P0X1B0	E	S0J3C0	F	V0C2C0 – V0C2E0	A
G0G1M0 – G0G1T0	B	P0X1E0	E	S0J3G0	C	V0C2G0	C
G0G1W0 - G0G1X0	B	P0X1M0	C	S0M0G0	C	V0C2H0	A
G0G2E0 – G0G2N0	B	P0X1P0	G	S0M0J0 – S0M0K0	C	V0C2J0	C
G0G2P0 – G0G2R0	B	P2B0A3-P2B0B6	C	S0M0M0	C	V0C2K0 – V0C2N0	A
G0G2T0	D	P2B3M9	C	S0M0S0	C	V0C2R0 – V0C2W0	C
G0G2W0	B	P2B3N1	C	S0M1C0	C	V0C2X0 – V0C2Z0	F
G0G2Y0 – G0G2Z0	D	P7G0B1-P7G0V8	C	S0M1G0	C	V0J1A0	C
G0W0A0 - G0W9Z9	B	P7G0Z5	C	S0M2H0	C	V0J1G0	C
G8P0A0 - G8P9Z9	B	P7G1E6-P7G1E7	C	S0M2M0	C	V0J1K0	F
J0Y0A2 - J0Y0A5	C	P7G1G4-P7G1G7	C	S0M3E0 – S0M3H0	C	V0J1P0	C
J0Y2B0	C	P7G1H1	C	S0P0E0 – S0P0G0	C	V0J1T0 – V0J1W0	F
J0Y2X0 – J0Y3B0	C	P7G2K7-P7G2K9	C	S0P0J0	F	V0J1X0 – V0J1Y5	C
J0Y3H0	C	P7G2L1-P7G2L3	C	T0G0C0	C	V0J2A0	C
P0G1B0	G	P7J0A2-P7J0K3	C	T0G0K0-T0G0M0	C	V0J2C0	A
P0G1J0	A	P7K0G4	C	T0G0V0	C	V0J2G0	A
P0H0A6	C	P7K0T5-P7K0T8	C	T0G0W0 -T0G0X0	C	V0J2H0	F
P0H0A8	C	P7K0W5-P7K0W6	C	T0G1B0 -T0G1G0	C	V0J2J0 – V0J2J3	C
POH1C0	C	P7L0A1-P7L0G9	A	T0G1J0 – T0G1K0	C	V0J2N0 – V0J2N7	C
POH1M0- P0H1N0	C	R0B0A0 – R0B0B0	F	T0G1X0	C	V0J2R0	C
P0J0A5	C	R0B0E0	F	T0G2A0 – T0G2B0	C	V0J2T0 – V0J2W0	F
P0J1G0	C	R0B0L0 – R0B0M0	C	T0G2G0	C	V0J2X0 – V0J3A9	C
P0L0A5	E	R0B0N0	F	T0G2K0 – T0H1P0	C	V0J3B0	F
P0L2H0	F	R0B0S0 – R0B0V0	C	T0H1R0	F	V0J3G0 - V0J3J0	C
P0M0A8	C	R0B0W0	F	T0H1S0 – T0H4E0	C	V0J3M0 - V0J3N0	A
P0M0C2	E	R0B0Z0 – R0B1A0	C	T0H4G0	F	V0J3S0 – V0J3T0	C
P0M1W0	E	R0B1C0 – R0B1E0	C	T0P1B0	F	V0N0A0 – V0N3Z9	A
P0M2A0	C	R0B1G0 – R0B1L0	F	T0P1C0 – T0P1J0	A	V1B3M1	B
P0M2J0	C	R0B1N0	F	T8S0A1 – T8S2A5	A	V1G0A1 – V1G0C9	B
P0M2X0	E	R0B1P0 – R0B1R0	C	T9H0A1 – T9K5A7	A	V1G1A1 – V1G5B6	B
P0P1A0	G	R0B1S0	A	V0C1B0 – V0C1C0	A	V1J0A1 – V1J0H9	B
P0S1A0 – P0S1B0	G	R0B1W0 – R0B1Z0	F	V0C1E0 – V0C1G0	F	V1J1A2 – V1J7J6	B
P0S1G0 – P0S1K0	G	R0B2B0	C	V0C1H0 – V0C1K0	A	V1P1P4	B
P0T0A4	A	R0B2C0 – R0B2G0	F	V0C1L0	F	V2A8L8	B
P0T0A7	A	S0A1B0	C	V0C1N0	A	V8A0A1 – V8A9Z9	D
P0T1J0	E	R8N0A1 – R8N2B8	A	V0C1R0	C	V8C0A0 – V8C9Z9	G
P0T1V0	A	S0J0H0	F	V0C1S0	A	V8J0A0 – V8J9Z9	G
P0T2G0	C	S0J0W0	F	V0C1T0	C	X1A0A1 – X1A9Z9	E
P0T2K0	B	S0J1L0	C	V0C1V0	A	Y1A0A1 – Y1A9Z9	G
P0T2V0	C	S0J1W0	C	V0C1W0	F		
P0V1C0	C	S0J2B0	C	V0C1X0	A		
P0V1W0	F	S0J2L0	F	V0C1Y0	C		



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**TABLE 149B – Rate Code Table**

Rate Code	Minimum Charge	Charge per CWT	Maximum Charge	Rate Code	Minimum Charge	Charge per CWT	Maximum Charge
A	\$35.35	\$ 6.90	\$142.00	E	\$103.40	\$20.50	\$618.00
B	\$48.25	\$ 9.65	\$225.00	F	\$129.00	\$25.85	N/A
C	\$61.25	\$ 12.15	\$306.00	G	\$129.00	\$25.85	\$773.00
D	\$80.45	\$ 16.15	N/A				

**Part 3 – Extended Travel - Remote Access**

When Carrier is requested or required to arrange for a pickup or delivery at an Oil Field, Mine Site, Resort Area, Reserve, or other remote access point (including points accessible only by ferry) within Canada, the following service charge will apply:

\$190.00 per shipment

In addition, any point serviced greater than 15 kilometers from the consignee town center listed on the bill of lading may be assessed an additional pickup or delivery charge of \$8.65 per kilometer beyond the 15 kilometer limit. Application of this Item will supersede any application of Item 755.

**Item 150 Indemnification**

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

**Item 160 Logistics Provider**

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

**Part 1 – Service**

Subject to reasonable requests, Carrier may transport such merchandise as Logistics Providers may tender to Carrier, excluding any prohibited merchandise or articles described in this rules tariff. Additionally, the services by Carrier shall not include any freight that is destined to have any subsequent movement by any aircraft.

**Part 2 – Representations and Warranties**

Each Logistics Provider represents and warrants each of the following:

- neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors;
- neither it nor its agents will represent to any third party that Logistics Provider is authorized to bind Carrier or that Logistics Provider is authorized to act on behalf of Carrier.
- it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics Provider and any customer or other third party. Specifically, each Logistics Provider represents and warrants that it will not tender any goods to Carrier that it is prohibited from brokering or providing to third parties for transportation.
- in the event any other motor carrier transports all or any portion of a shipment tendered to Carrier, for example, by way of an interline or interchange, it shall be solely responsible for selecting such third party motor carrier.
- it is duly and legally qualified to operate as a broker and or freight forwarder in accordance with applicable law.
- it maintains all insurance coverage as required by applicable law. In the event that any Logistics Provider additionally holds authority from any regulatory agency to operate as a motor carrier, it represents and warrants that all goods tendered to Carrier hereunder shall be tendered pursuant to the Logistics Providers' broker and/or freight forwarder authority.

**Part 3 – Disposition of Claims**

1. The Logistics Provider expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to the Logistics Provider. As between Carrier and the Logistics Provider, the Logistics Provider agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability with regard to any of its customers (for purposes of this Item 160, a "Customer"). The Logistics Provider will indemnify and hold Carrier

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harmless from any claim made by any Customer or any third party claiming an interest in the goods tendered to Carrier by the Logistics Provider.

2. The Logistics Provider will forward any safety protocol published for acknowledgement by Carrier by any of its customers pertaining to the Food Safety Modernization Act to Carrier in advance of any shipment subject to that protocol being tendered to Carrier, with sufficient time for Carrier to take appropriate steps to acknowledge receipt of the protocol and provide a response to Logistics Provider confirming or denying the application of the protocol and Carrier's solution to the protocol. Directions regarding a Customer's safety protocol printed only on the bill of lading is insufficient documentation and does not serve as an acknowledgement of the protocol by Carrier, and the directions on the bill of lading will not supersede any safety protocol actually acknowledged by Carrier.
3. Carrier will not be responsible for the cost of cargo loss or damage alleged to have resulted from contamination, adulteration, infestation or concealed damages unless the Claimant can demonstrate by clear and convincing evidence that there has been actual damage, contamination, adulteration, or infestation and it was caused solely by Carrier's negligence or willful misconduct. In such event, Carrier shall only be liable for that portion of the shipment that suffers such actual damage, contamination, adulteration or infestation, and Carrier's liability shall be limited to \$3.00 per pound for the product lost, damaged, adulterated, contaminated or infested. Carrier shall not be liable for loss, damage, adulteration, contamination or infestation in the event of product expiration.

**Part 4 – Refusal of Shipment**

In the event of refusal of a shipment by a consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify the Logistics Provider. Carrier shall have reduced liability as a warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this tariff.

**Part 5 – Indemnification**

Logistics Provider shall indemnify, defend and hold harmless Carrier, including its respective officers, directors, agents, employees and parent, and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses), connected with or resulting from (i) Logistic Provider's or customer's violation of any local, state or federal law or regulation, (ii) Logistic Provider's breach of any representation or warranty contained herein, (iii) strict liability imposed upon Logistics Provider by any law or regulation, or (iv) injury to or death of any person, injury to property, or to natural resources to the extent arising out of the Logistics Provider's or its Customer's (or its respective employees' or agents') negligent acts or omissions or willful misconduct. Carrier shall provide a Logistics Provider with (1) written notice of any such claim; (2) sole authority and control over the defense and/or settlement of such claim; and (3) upon the written request from the Logistics Provider, such reasonable assistance and information as is available for the defense of such claim at the Logistics Provider's expense.

**Item 166      Carrier Liability for Cargo Loss or Damage**

This Item explains the liability limits and conditions established by Carrier for all shipments handled. Part 1, "General Liability" applies except where a more specific liability provision exists in this Item. Additional liability coverage above the maximum Carrier liability limits shown in this Item may be available in accordance with the provisions of Item 166-1 (Excess Declared Value Coverage).

**Part 1 – General Liability**

1. Carrier's liability for loss, damage, or destruction to any shipment of commodities identified as new, or part thereof is limited to the lesser of: (1) twenty five dollars (\$25.00) per pound per package; (2) \$100,000 per shipment; (3) the actual invoice value of the commodities or articles lost, damaged or destroyed; (4) the amount determined from the applicable limited liability provisions of the NMFC; (5) the limits provided by contract or pricing agreement, if applicable; or (6) any other applicable limits set forth in this tariff, unless Excess Declared Value Coverage is properly requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and the applicable additional charges are paid (see Item 166-1).
2. In no event shall Carrier be liable to any party to the extent damages represent loss of profit, income, interest, attorney fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the customer, shipper, consignee or a third party. This liability limitation extends to the delay, misdelivery or nondelivery of information regarding the shipment.
3. Where the rate or NMFC classification is dependent on value, the declared value of the goods must be stated in writing on the bill of lading.

**Part 2 – Liability for Commodities or Articles Subject to Exception Ratings (See Note 6)**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof for which the charges are determined by class exception ratings or freight of all kinds class exceptions is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to the maximums by exception class as shown in Table 166-2 below, unless Excess Declared Value Coverage is requested and the additional charges are paid.

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**Table 166-2 – Maximum Liability per pound per package for Commodities Subject to Class Exception Ratings**

CLASS	MAXIMUM LIABILITY	CLASS	MAXIMUM LIABILITY	CLASS	MAXIMUM LIABILITY
50	\$1.00	77.5	\$8.00	125	\$17.00
55	\$2.00	85	\$11.00	150	\$18.00
60	\$3.00	92.5	\$13.00	175	\$19.00
65	\$5.00	100	\$15.00	200 & up	\$20.00
70	\$5.50	110	\$16.00		

**Part 3 – Liability for Items Other Than New, Interplant Moves, Internet Auction Items**

Items not manufactured or distributed by a company in its normal business operations include, but are not limited to, goods or commodities such as equipment, machinery, accessories, raw materials, office equipment, electronic equipment (including computers), spare parts and supplies utilized by the company in its business operations. Commodities or articles which are in any way other than new (including, but not limited to, commodities or articles which are “used”, “reconditioned”, “refurbished”, “repackaged by consignee”, or “rebuilt”); commodities or articles shipped as part of an Interplant Move; and commodities or articles purchased through internet auctions, whether listed on the bill of lading as such or not, will be accepted for transportation subject to the following Carrier liability limitations and conditions:

- a. Carrier's liability for loss, damage, or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
- b. Carrier's liability for loss, damage, or destruction to commodities or articles subject to liability limitations on the bill of lading or as provided in the NMFC is limited to, (1) the actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; (3) applicable limited liability provisions of the NMFC; or, (4) \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
- c. Carrier's liability for loss, damage or destruction to any shipment resulting from an internet auction sale is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
- d. Failure to declare a commodity as other than new, including the use of terms such as “used,” “reconditioned,” “refurbished,” or “rebuilt;” failure to identify the shipment as part of an interplant move; or failure to identify the commodities as purchased through an internet auction will not alter the application of this Item.

Note: For purposes of this Item, **Interplant Move** is a shipment by a company from one of its facilities to one or more or its other facilities (or the facilities of its divisions or subsidiaries) of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers and manufacturing facilities.

**Part 4 – Liability for Shipments Priced by Handling Unit**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof that has been priced per handling unit (per piece, per pallet, per drum, etc.), is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; (3) applicable limited liability provisions of the NMFC; or (4) one dollar (\$1.00) per pound per package; whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.

**Part 5 – Liability for Specific Commodities or Articles**

1. The following list of commodities or articles are subject to the liability limitations and conditions shown below:

<b>Table166-5</b>	<b>NMFC ITEM and SUB NUMBERS</b>	<b>LIABILITY PER POUND</b>
<b>COMMODITIES OR ARTICLES</b>		
Furnaces, house heating, hot air	26280	\$2.00
Heaters, water, tank type	26520	\$2.00
Cards or tickets, paper or plastic, with magnetic stripes	40750, Sub 1	\$2.00
Cards or tickets, paper or plastic, with magnetic stripes	40750, Sub 2	\$3.00
Cards or tickets, paper or plastic, with magnetic stripes	40750, Sub 3	\$4.00
Furniture Group	79000 – 82670	\$2.00
Furniture Parts Group	82750 – 83650	\$2.00
Air Conditioners, Air Coolers or Air Handling Equipment	114125	\$2.00
Machines, Systems or Devices, data processing, or Components, Parts, Peripherals, Computers or Servers	116030	\$5.00
Compressors, air; or Air Ends, NOI	118100	\$2.00

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**2. Shipments of Televisions or Television Monitors:**

- a. When a shipment of new televisions is properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a separate Agreement for Shipping and Transporting Televisions entered into by customer and Carrier ("Television Agreement"), and the shipment is lost or damaged, Carrier's liability shall be the lesser of the actual invoice price or \$25.00 per pound for any lost or damaged television shipped;
- b. Carrier's liability for loss or damage to refurbished or used televisions that are properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a Television Agreement shall be the lesser of the actual invoice price or \$5.00 per pound.

Where a shipment is not classified, marked, labeled or packaged correctly in accordance with the terms of a Television Agreement, and the shipment is lost or damaged, Carrier's liability shall be the lesser of the actual invoice price or \$3.00 per pound for any lost or damaged television shipped.

- c. Shipments of televisions will be consigned to businesses and not Residences, and no single television or television monitor will be tendered for shipment. If a single unit is tendered to Carrier or if the television(s) is consigned to a Residence, Carrier liability for loss or damage shall be the lesser of the actual invoice price or \$1.00 per pound.
  - d. Shipments of televisions over 24" require advanced written approval by Carrier. In the event these articles are inadvertently accepted but not approved in writing by Carrier prior to pickup, Carrier will not be liable for delay, loss or damage. In the event Carrier has approved the transportation of these articles, Carrier's maximum liability shall not exceed \$0.10 per pound per package. In no case shall Carrier liability exceed \$100,000.00 per shipment. For more information on restricted items such as televisions, see Item 780, Part 1A.
- 3. Shipments of Food, Food-Related Products, Medical Supplies, Drugs and Toiletries for Human or Animal Consumption or Use (including Tobacco Products, Hemp products or products derived from Hemp) (See Items 780 and 790):**
- a. Carrier shall not be liable where loss or damage is limited to the packaging and no loss or damage to the contents of the package is evident, even if such loss or damage results in shipper, consignee or customer incurring a cost for repackaging and redelivery.
  - b. Carrier shall not be liable for any loss, damage, contamination, adulteration, infestation, or concealed damages unless the Claimant can demonstrate by clear and convincing evidence that there has been actual damage, contamination adulteration, or infestation and it was caused by Carrier's negligence or willful misconduct. In such event, Carrier shall only be liable to the extent provided in this rules tariff for that portion of the shipment that suffers such actual damage, contamination, adulteration or infestation, and the liability shall be limited to \$3.00 per pound for the product lost, damaged, adulterated, contaminated or infested. Carrier shall not be liable for loss, damage, adulteration, contamination or infestation in the event of product expiration.
  - c. Customer, shall incur all costs for salvage or disposal or destruction of product and packaging where, following its internal policies and procedures, shipments shall not be salvaged even where only packaging is damaged.
  - d. Where customer requires Carrier to dispose of or destroy a shipment, customer will be charged an administrative fee of \$104.00 per shipment in addition to any applicable fees charged by the facility responsible for the destruction.
  - e. Any safety protocol published by shipper for acknowledgement by Carrier must be presented in advance of any shipment subject to the protocol being tendered to Carrier, with sufficient time for Carrier to take appropriate steps to acknowledge receipt and provide a response to shipper confirming or denying the application of the protocol and Carrier's solution to the protocol. Directions regarding a shipper's safety protocol printed only on the bill of lading is insufficient documentation and does not serve as an acknowledgement of the protocol by Carrier, and the directions on the bill of lading will not supersede any safety protocol actually acknowledged by Carrier.

**Part 6 – Liability – Mexico (See Section 2 of This Tariff)**

**Part 7 – Liability – Canada**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof in connection with shipments originating in the provinces of Canada is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to a maximum liability of \$2.00 (Canadian dollars) per pound based on the entire weight of the shipment. In no case shall Carrier's maximum liability exceed \$20,000 (Canadian dollars) unless Excess Declared Value Coverage is requested and the additional charges paid. Commodities or articles accepted with an invoice value exceeding \$2.00 (Canadian dollars) per pound without a specific request for Excess Declared Value Coverage will be considered to have been released at a maximum of \$2.00 (Canadian dollars) per pound.

**Part 8 – Liability – Volume Rates and Spot Quotes**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof in connection with volume rated shipments or spot quotes moving solely on Carrier's equipment will be governed by the terms of the quote, but in no event shall Carrier's liability be greater than the actual invoice value of the damaged or lost commodities or articles. In cases where Carrier's liability is not established by the terms of a volume price quote, Carrier's liability will be limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to a maximum liability of \$1.25 per pound per package. In no case shall Carrier's liability exceed \$10,000.00 per shipment. This is not subject to Item 166-1.

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**Part 9 – Liability – TForce Freight LTL Expedited**

Carrier's liability for loss or damage to Expedited shipments (as defined in Item 822), moving "out of network", will be subject to a maximum \$0.50 per pound per package and any other applicable limits set forth in this tariff, unless "Excess Declared Value Coverage" is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and applicable charges are paid. Carrier's liability for loss or damage to Expedited shipments moving "in network" will be subject to the terms and conditions otherwise stated herein this Item 166.

**Part 10 – Liability for Protective Service Shipments (See also Item 810)**

1. Carrier shall have no liability for loss, damage or destruction to any shipment or part thereof for failure to provide protective service (Temperature Controlled or Freezable Protection as described in Item 810), (i) if such is the result of a delay in delivery because of the need for a delivery appointment, notification prior to delivery or any other delay not attributable to the negligence on the part of the Carrier, (ii) if the shipment is refused by the consignee, (iii) if the bill of lading does not indicate "TEMPERATURE CONTROLLED SERVICE REQUESTED", or "PROTECT FROM FREEZING", as applicable, at the time of the shipment, (iv) if shipper fails to comply with the applicable pickup and/or delivery process set forth in the Conditions of Service in Item 810, (including without limitation, in the case of Temperature Controlled Service, if shipper fails to arrange the transportation service through TForce Freight LTL Expedited ), or (v) if any of the Exclusions of Service in Item 810 apply.
2. Carrier shall have no liability for loss, damage or destruction to any shipment or part thereof for failure to provide Temperature Controlled Service, if the commodity degrades even though Carrier maintained a temperature range between 40° and 65° Fahrenheit.

**Part 11 – Loss or Damage Claim Filing – Noted Damage**

1. Carrier will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in Title 49 CFR, Part 370 and NMFC items 300100 through 300155. Claims for full shipment shortage of property transported by Carrier must be filed with Carrier within nine (9) months following the date the shipment was tendered. Claims for damage or partial shortage of property transported by Carrier must be filed with Carrier within nine (9) months from date of delivery. Failure to do so shall forever bar recovery of the claim. Any action at law with respect to such claim must be instituted against Carrier within a period of two years from the date on which Carrier provided written notice disallowing all or part of the claim for which the action is sought.
2. All claims must be accompanied by documents supporting the amount of the claim. This documentation may include original manufacturer invoices, purchase orders, statements of actual expense incurred such as invoices for repair or repackaging, or other documents verifiable to Carrier's satisfaction.
3. Delivery receipts without written notice of damage by the recipient are prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.
4. Bills of lading containing written notice of damage at time the freight is tendered to Carrier shall be considered prima facie evidence that the freight was received damaged. Carrier shall accept no liability for damage claims stemming from the transport, handling or delivery of said freight.
5. When it is alleged that Carrier has damaged freight while in its possession, and where salvage value will be a substantial element of the claim it is the duty of the consignee, shipper or Claimant to handle the freight in such a manner as to mitigate the claimed loss through repackaging, repair or salvage proceeds. Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to dispose of such freight in a manner that will fairly and equitably protect the interests of all persons having an interest in the freight.

**Part 12 – Loss or Damage Claim Filing – Concealed Damage (NMFC item 300135)**

1. When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery it must be reported by the consignee to Carrier upon discovery.
2. Reports must include a request for inspection by Carrier's representative.
3. Notice of loss or damage and request for inspection may be given by telephone or in person, but must be confirmed by a written or electronic communication.
4. While awaiting inspection by Carrier, consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.
5. Notice of loss or damage should be provided to Carrier within five (5) Business Days from the date of delivery.
6. If five (5) Business Days pass between the date of delivery of the shipment by Carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon consignee to offer clear and convincing evidence to Carrier when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment. Clear and convincing evidence includes, but is not limited to:
  - a. Identifying the party(ies) responsible for unloading,
  - b. Identifying the chain of custody of the article, including prior transportation by any mode,
  - c. Location(s) of the article(s) once the shipment was received until the damage was noted,
  - d. Any mechanical or physical handling by the consignee subsequent to delivery by Carrier.
  - e. Video or photographic evidence.

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7. If a clear delivery receipt is available on the shipment, e.g. no damage or shortage is noted, it is the Claimant's responsibility to provide documentation proving that any claimed damage or loss occurred prior to delivery by Carrier.

**Part 13 – Offsetting of Freight Charges**

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

**Part 14 – Liability Limits for Density Based Rating**

Shipments moving under Item 645 will be subject to the following limits of liability for new articles. Exclusive of the limits defined below for new articles, shipments moving under Item 645 will be subject to all other liability provisions outlined under Item 166.

1. For shipments with a density of 22.5 or higher, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed or two dollars (\$2.00) per pound per item, whichever is less, up to a maximum of \$3,000 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.
2. For shipments with a density between 12 and 22.4, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged, or destroyed or five dollars (\$5.00) per pound per item, whichever is less, up to a maximum of \$7,500 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.
3. For shipments with a density of 11.9 or less, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged, or destroyed or eight dollars (\$8.00) per pound per item, whichever is less, up to a maximum of \$12,000 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.

**Part 15 – Liability Limits to Shipping Containers**

Carrier shall have no liability for superficial damage to shipping containers designed for repeated use in the normal course of business (i.e. tradeshow cases, totes, crates) where the basic integrity of the container is not diminished. Carrier will accept liability where the container was lost or damaged while in Carrier's custody or control and the container can no longer be used for its intended purpose, (e.g. it has been crushed, punctured, lost or destroyed). Carrier's maximum liability in cases of loss or damage of this type will be limited to a depreciated value of the container based upon its original cost, its expected normal useful life, and the time the container has been in service, subject to a maximum of \$5.00 per pound. Claimant will support the initial cost by providing the original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs identified herein. See Item 148 for the application of rates and other conditions related to trade show shipments.

**Carrier Liability Notes**

Note 1 In no case shall Carrier's liability for new items exceed \$100,000.00 per shipment unless Excess Declared Value Coverage is requested and the additional charges are paid.

Note 2 Shipments of commodities or articles that have an invoice value exceeding the maximum liability limits outlined above will be considered shipments of "extraordinary value," and will not be accepted except under the conditions and charges as provided in Item 166-1 "Excess Declared Value Coverage." Moreover, if inadvertently accepted, such shipments will be considered released at a value not to exceed the maximum liability limitations provided herein. Commodities identified as restricted in Item 780-1A, are subject to additional liability limitations and approval prior to acceptance of the shipment.

Note 3 Where the term "per package" is used, it shall mean the smallest identifiable unit authorized by the provisions of the individual tariffs or classification item. In the event of partial loss, damage or destruction to a shipment, the Claimant shall be entitled to a partial recovery based on the per pound per package liability limits of this Item. The amount of Claimant's maximum recovery shall be determined by dividing the weight of the particular package or packages that were lost, damaged or destroyed by the weight of the entire shipment and then multiplying that ratio by Carrier's total maximum liability for the entire shipment. For example, assuming (1) the maximum liability for a particular shipment is \$25.00 per pound per package, (2) the entire shipment weighed 100 pounds, (3) the packages that were lost, damaged, or destroyed weighed a total of thirty pounds, and (4) the total invoice value of the lost, damaged, or destroyed packages was \$900.00 dollars, then Claimant's total recovery would be \$750.00 dollars. If the weight of the individual package or packages that were lost, damaged or destroyed cannot be determined, then the average weight per package will be used to determine the Claimant's total recovery.

Note 4 Whenever the NMFC provides a released value rating for any commodity or article included in a shipment, such value shall be stated on the shipping order and bill of lading at time of shipment. Should shipper or shipper's agent fail to state the released value of such commodity or article at time of shipment or declares a value higher than the highest released value shown, the shipment will be subject to the lowest released value provided for such commodity or article in the NMFC. Excess Declared Value Coverage in Item 166-1 is not applicable for commodities or articles subject to released value ratings in the NMFC and where the shipment moves at a release value rate.

Note 5 Whenever a customer's pricing program provides rates or charges based on exception class rating level, on a freight of all kinds exception class or on a stated rate or charge per handling unit (whether or not the shipment is rated as a minimum charge), and the NMFC provides released or declared value ratings for such commodity or article, the lowest released value provided for such commodity or article will apply, regardless of any notation, absence of a released notation, or higher value declaration on the bill of lading to the contrary.

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Note 6 Where a commodity or article is subject to more than one liability limit shown herein, the lowest applicable liability limit shall apply.

Note 7 Whenever the NMFC provides an actual value rating for any commodity or article included in a shipment, such value shall be stated on the shipping order and bill of lading at time of shipment. Carrier's liability shall not exceed the actual value shown on the shipping order and bill of lading, and shall be subject to the maximum Carrier liability limits otherwise shown in this Item. Excess Declared Value Coverage in Item 166-1 is not applicable for actual value commodities or articles.

Note 8 Movement of property as part of a continuous movement that has been or will be transported by an "air carrier" is subject to a maximum liability of 50 cents per pound per package.

Note 9 Carrier liability limits shown in this Item apply even when the shipment is rated at the minimum charge. Apply the liability limit otherwise applicable to the shipment for less-than-truckload or Capacity Load shipments.

Note 10 For shipments moving on shrink wrapped skids, and where the shrink wrap is intact on delivery, Carrier shall not be liable for loss or damage to individual items.

Note 11 Carrier shall not be liable for loss, damage or for any delay to a shipment caused by an act of God, the public enemy, the authority of law, the inherent nature or vice of the goods (including but not limited to natural shrinkage), or resulting from an act or default of the shipper, consignee or customer.

Note 12 Each of the customer, shipper, consignee, broker and owner of the goods shall, at its cost and expense, comply with all applicable federal, state, local, and international laws, rules and regulations pertaining to its shipments, and agrees to furnish all documents necessary to comply with such laws, and shall be responsible for all costs (including Carrier accessorial charges), liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance with any such laws, rules or regulations. Under no circumstances shall Carrier be liable for any failure to comply with any such provisions.

Note 13 If loss or damage occurs to goods in transit during the loading, handling, stowage, or carriage on an ocean vessel, or during the discharge of such goods from the ocean vessel, Carrier liability shall be limited to the actual value, the liability limits shown in Parts 1- 8 of this Item or \$500 per package, whichever is less.

Note 14 Carrier has identified certain commodities it is prohibited from handling, or which require prior written approval before tendering to Carrier. Liability for loss or damage of these types of commodities is further limited. See Item 780 for details.

Note 15 Carrier's liability for loss, damage or destruction of commodities in storage (See Item 910) is limited to \$1.00 per pound per package unless otherwise provided for in a customer pricing agreement.

Note 16 Carrier's maximum liability for labor associated with the repair of a damaged item(s) to mitigate a claim will be the lesser of the actual incurred charge or \$50 per labor hour.

**Item 166-1 Excess Declared Value Coverage**

1. The shipper or owner of the goods may request "Excess Declared Value Coverage" for shipments of commodities or articles that exceed the maximum liability limitations provided in Item 166 or in other tariffs or contracts making specific reference to this Item 166-1. Shipments that are inadvertently accepted that exceed these limitations, and where "Excess Declared Value Coverage" is not requested, will be considered released at a value not to exceed the maximum liability limitations shown in Item 166.
2. "Excess Declared Value Coverage" will be deemed to be requested when the bill of lading specifically contains a request for excess coverage including the total dollar amount of excess coverage requested. (See Examples below and Note 1)

"\$20,000.00 Excess Declared Value Coverage requested"

OR

"Excess Declared Value Coverage requested: \$20,000.00"

"\$20,000.00 excess liability requested"

OR

"Excess liability requested: \$20,000.00"

3. The charge for the Excess Declared Value Coverage will be in addition to any other freight charges accruing to the shipment, and is to be paid by the party responsible for payment of the freight charges, as follows:

For shipments originating in the US:

3% of the amount of excess liability requested,  
Subject to a minimum charge of \$74.50 per shipment

For shipments originating in Canada:

3% of the amount of excess liability requested (Canadian dollars)

4. The fee for Excess Declared Value Coverage is not recoverable in the event of cargo claim for loss or damages.
5. The maximum Excess Declared Value Coverage allowed is \$100,000.00 per shipment, except for commodities other than new, for which the maximum excess declared value coverage is limited to \$5.00 per pound per package, subject to a maximum of \$5,000 per shipment. In no case shall Carrier's total liability (including Excess Declared Value Coverage) exceed the actual invoice value of the goods shipped.

Note 1 Carrier Excess Declared Value Coverage is NOT insurance. A statement on the bill of lading to insure for a specific value or a statement of value without an express request for Excess Declared Value Coverage will not increase Carrier's liability, and charges for Excess Declared Value Coverage will not be assessed.

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Note 2 Excess Declared Value Coverage requested in excess of the maximums allowed will not increase Carrier's liability above the stated maximums. In the event Excess Declared Value Coverage is requested for an amount greater than the maximums provided, the maximum allowable Excess Declared Value Coverage shall apply.

Note 3 Excess Declared Value Coverage is not applicable on or available for Prohibited Articles (see Item 780, Part 1), Restricted Articles (see Item 780, Part 1-A) or commodities or articles where the NMFC provides actual or released value ratings. Any request for Excess Declared Value Coverage on such articles is null and void, and acceptance of a shipment bearing a request for Excess Declared Value Coverage does not constitute a waiver of any provision of this tariff as to such shipment. Commodities identified as restricted in Item 780-Part 1-A, are subject to additional liability limitations and approval prior to acceptance of the shipment.

**Item 170 Minimum Payment Amount for Allowance, Discount and Incentive Checks**

1. Should a participant in an allowance, discount or incentive program fail to tender or receive a sufficient volume of business to earn a payment from Carrier of \$50.00 or more in a period (month, quarter or year as defined in the program), no payment will be made. Each period will stand on its own for payment computation purposes. Business volume will not be rolled over from one period to the next in order to meet the minimum payment requirement. Should a participant fail to meet the \$50.00 minimum payment requirement for three consecutive periods the allowance, discount or incentive program will be rendered inapplicable and will be canceled.
2. Should a participant become delinquent as described in Item 721, any allowance, discount, or incentive payment otherwise due pursuant to this Item will be forfeited by the participant. Carrier may reinstate the allowance, discount or incentive at its sole and unlimited discretion on a case-by-case basis depending on the cause of the delinquency, the duration of the delinquency and other facts at its disposal.

**Item 171 Artificial Construction of Density (Bumping): Non – Application** Exception to NMFC item 171

Bumping is the declaration on the original bill of lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being "Bumped" to qualify for a lower classification rating. The provisions of NMFC item 171 "Bumping" will not apply.

**Item 300 Advancing or Paying Charges** - Exception to NMFC item 300

Unless otherwise instructed by the shipper, consignee, or customer, Carrier may advance charges for truck entry fees, pier handling fees, or for accrued lawful charges of air or water carriers. Such advancements or payments together with the charges accruing under this Item will be assessed to the party paying the freight charges. The following service charge applies:

6% of the amount advanced or paid  
\$150.00 minimum charge per shipment

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

**Item 345 Undeliverable Freight**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the shipper, Carrier will make a diligent effort to notify the shipper promptly that the freight is in storage and the reason thereof.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. Instructions for the disposition of undelivered shipments printed on the bill of lading, shipping order, shipping label, or container or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return, or reconsign a shipment, or to limit storage liability where they conflict with the instructions and terms of the TForce Freight bill of lading (see Item 110) and the terms and conditions for disposition of undelivered freight, as further described in Item 910.

**Item 360 Application of Classes** -Exceptions to NMFC 100 Series items 170 and 421

1. To ensure the correct assessment of freight charges and to avoid infractions of federal and state laws, the preparer of the bill of lading must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the NMFC and applicable laws and regulations.
2. Appropriate abbreviated descriptions are permitted provided the NMFC item is used and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating (i.e. "Class 70" or "FAK 70") are not acceptable forms of abbreviation and shall not determine the classification rating applicable to such commodity. Packaging types are required for classification rating and must be shown.
3. If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier may classify the freight according to the information shown. In the event Carrier, in its reasonable judgment, cannot determine the proper classification rating,



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the shipment will be assigned a class, and rates will be assessed on the basis of the shipment density as calculated in Item 640.

4. On shipments where the commodities have been combined or attached to each other, and not specifically classified or described in this tariff or in the governing publications (see Item 115), the commodities will be charged at a rate of the highest rated article(s) of the combined unit. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.
5. For commodities that are subject to different class ratings dependent upon the actual density or density group, the bills of lading and shipping orders must indicate the actual density or density group for the commodity shipped. If the actual density or density group is not shown and the shipment is inadvertently accepted, Carrier will assess its charges on the highest class provided for such commodity not to exceed a class 250 rating.

Note: Upon submission of satisfactory documentation of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class. This documentation may be an invoice or packing slip along with a spec sheet or catalog page that lists the commodity description, weight and shipping dimensions; or a copy of the spec sheet or catalog page information identifying the freight that references the item indicated on the original bill of lading. A bill of lading covering the same shipment or a copy of the original bill of lading with typed or hand-written description, weight, density or class changes is NOT acceptable.

**Item 361 Bill of Lading, Letter of Authority and Freight Bill Corrections -Exception to NMFC Item 360**

1. Carrier's transportation services are governed by the TForce Freight bill of lading terms and conditions as shown in Item 110 of this rules tariff, unless modified by the rules and charges published in this tariff, or covered in a separate agreement between the customer and Carrier. If a shipper elects to use a non-authorized bill of lading contract or other form of freight receipt, such non-authorized forms are not contracts of carriage and Carrier will not be subject to its terms and conditions. The terms and conditions of the TForce Freight bill of lading shall apply and govern.
2. Where a bill of lading issued by the shipper is a non-authorized form, a driver or other carrier signature will acknowledge receipt of the freight only. Carrier driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the TForce Freight bill of lading terms and conditions. Continued use of unauthorized bills of lading by shipper does not constitute an implied acceptance or ratification by Carrier.
3. When the bill of lading does not indicate which party (shipper, consignee or Third Party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the party identified as the shipper on the bill of lading, or its agent.
4. Movement of property as part of a continuous movement that has been or will be transported by an air, ocean or rail carrier will be subject to the terms and conditions of the TForce Freight bill of lading together with any applicable tariffs, released rates, or limits of liability. On a through bill of lading which anticipates movement by another mode of carriage, the shipper authorizes Carrier to act as its agent to sign any additional bill of lading as shipper's agent and shipper will be bound by the lowest limitation of liability under the applicable bill unless the shipper agrees in writing to seek full liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting carrier not offer full liability coverage when requested by the shipper in writing, Carrier shall be authorized to obtain the highest liability coverage offered by the connecting carrier and shipper will be responsible for the applicable freight charges.
5. Any time Carrier must issue a freight bill correction, due to no fault of Carrier, to correct any invoice, freight bill or delivery receipt which was billed correctly by Carrier in accordance with the original bill of lading, the following provisions will apply:
  - a. Prior to delivery, a request to change the payment terms (prepaid or collect) or to add or change a Third Party on a freight bill will be permitted upon receipt of a corrected bill of lading ("CBOL") or letter of authority ("LOA") with written instructions from the shipper. The following fee will be applied to change a freight bill or issue a freight bill correction prior to delivery for payment terms, name or address or payer or otherwise:

\$37.00
  - b. After a shipment has been delivered, but prior to receipt of payment, a change in payment terms or payer will not be permitted unless written authorization is provided to Carrier by the party (shipper, consignee or Third Party) assuming responsibility for payment. Carrier reserves the right to disallow a requested change after shipment delivery if the new payer has not been extended credit, or if Section 7 of the bill of lading has been signed by the consignor, or if the shipment has been lost or damaged. The following fee will be applied to change a freight bill or issue a freight bill correction after delivery for payment terms, name or address of payer, or otherwise:

\$44.00
  - c. After payment has been received based on the original terms of the bill of lading, requests to change the party responsible for payment of the freight charges may not be allowed without Carrier's approval. Carrier reserves the right to disallow a requested change after payment has been received if the new payer has not been extended credit. If a refund is requested, no refund shall be made until payment has been received. The correction fee will be assessed against the new payer. The following fee will be applied to change a freight bill or issue a freight bill correction after

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payment has been received:

\$42.00

- d. CBOL and/or LOA will not be accepted: (i) to change the released, declared or actual value of the commodity on the freight bill; (ii) to change the weight, commodity, cubic feet, or density after freight has delivered, unless proof of weight, commodity, or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice, or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight, and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet, or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density, or class changes will NOT be accepted as proof; or (iii) to change a shipper name/address or a consignee name/address after freight has delivered.

**Special Provisions for Canadian Cross Border Shipments**

If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier may modify or update the commodity description via a corrected bill of lading. Shipper remains liable and agrees to indemnify and hold Carrier harmless for all penalties, payments, costs, fines, and expenses (including, without limitation, reasonable legal fees) associated with a wrong or incomplete commodity description on the shipping document. The following fee will be applied for modification or update of commodity description via a corrected bill of lading;

\$30.00

Note 1 A CBOL replaces the original. An LOA is a letter or written instructions requesting changes on company letterhead and will complement a bill of lading or CBOL.

Note 2 This Item is not applicable on shipments originating in Canada to the extent these provisions are inconsistent with Canadian laws.

**Item 362 Inspection of Property**

In the event Carrier or its Agent believes it is necessary that the contents of packages be inspected, it will take the action necessary to make that inspection, or require other sufficient evidence to determine the actual characteristics of the commodities. Actions to determine actual freight characteristics include inspection of packages; verification of gross shipment weights, verification of density (see Item 171), or collection of other sufficient evidence necessary to verify whether the shipment is described correctly. When found incorrectly described, the bill of lading and the Carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights. If all commodities cannot be determined, shipment will be subject to Item 640 in this tariff for mixed commodities and a density rate will apply.

**Item 363 Order Notify Shipments**

Carrier does not provide order/notify service, also referred to as negotiable bill of lading. Bills of lading or shipping instructions tendered to Carrier in the form of an order/notify bill of lading will be handled as a straight bill of lading. Instructions requesting Carrier to not complete delivery of a shipment until either securing authorization for delivery from the shipper or some other party, surrender of the bill of lading or notification by Carrier to the shipper or some other party, shall have no effect and will be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and the Carrier shall have no liability for delivering a shipment to the consignee listed in the bill of lading in such circumstances.

**Item 365 Inspection / Reclassification**

1. All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, and the shipment does not violate applicable laws, rules, regulations, or tariff provisions, or for any other reason determined as necessary in Carrier's or governmental agency's sole and unlimited discretion. However, Carrier is not obligated to perform any inspection and does not assert that acceptance of a shipment is proof of shipper's compliance with any such applicable provisions. By tendering the shipment to Carrier, shipper, consignee, and any interested third party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Carrier is negligent in performing the inspection.
2. When an inspection by Carrier results in an increase or decrease in the net freight charges by \$15.00 or more, the following charge will apply: This charge shall be the responsibility of the party responsible for the payment of the freight charges and shall be in addition to all other applicable charges.

\$35.00 per shipment

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3. The charge in this Item will NOT apply if the minimum weight or minimum charge in any of the following rules is used to determine final charges:
  - a. Capacity Load Minimum Charge (Item 390)
  - b. Minimum Charge - Cubic Capacity and Density (Item 575)
  - c. Extreme Length / Over Dimension Minimum Charge (Item 670)
4. The provisions of this Item do NOT apply when the inspection of a shipment is to determine the Cube for rating offshore shipments destined to Alaska, Guam, Hawaii, Puerto Rico or the U.S. Virgin Islands.

Note 1 When two or more shipments are tendered to Carrier from the same place during one calendar day for delivery to one place and the aggregate is equal to or exceeds 20,000 lbs. or 28 linear feet of a vehicle, they will be consolidated and considered as one shipment. Provisions of Item 575 may apply.

Note 2 LTL shipments are subject to weight groups L5C through M10M. Capacity load shipments are subject to weight groups of M20M or greater.

**Item 390 Capacity Load – Minimum Charge**

Any shipment tendered to Carrier that occupies the full visible capacity of a Van or doubles trailer shall be subject to the minimum charge as provided below.

1. The provisions of this Item do not apply if the otherwise applicable charge is greater than the minimum charge provided herein.
2. The term “occupies the full visible capacity”, “loaded to capacity”, or “capacity load” refers to the extent each Van or doubles trailer is loaded and shall mean:
  - a. That quantity of freight which because of unusual shape or dimensions or because of necessity for segregation from other freight requires the entire capacity of a vehicle or doubles trailer; or
  - b. That quantity of freight which, in the manner loaded, utilized a linear length of 15 feet or more and either of the following conditions apply: 1. Linear width of the freight is equal to or is greater than 5 feet in the Van or doubles trailer; or 2. Linear width of the freight is less than 5 feet and no article identical in size and shipping form to the largest article in the shipment can be loaded in the Van or doubles trailer; or
  - c. That quantity of freight that exceeds 15,000 pounds, or by weight or size exceeds that which can be legally loaded in a Van or doubles trailer.
3. Each Van or doubles trailer loaded to capacity will be rated as a separate shipment and will be subject to the minimum charge provided below. When the charge is applicable to any vehicle or doubles trailer in the tender, the charge for that portion of the shipment loaded into the last Van or doubles trailer (not loaded to capacity) will be rated as a separate shipment.
4. Carrier shall notate on the bill of lading, freight bill, or inspection report the size of the shipment or the number of Vans or doubles trailers loaded to capacity and if any additional Vans or doubles trailers carrying less than capacity were furnished. Carrier will indicate the weight of that portion of the shipment on the Van or doubles trailer carrying less than a capacity load.
5. On request of the shipper, Carrier will attempt to furnish the largest capacity vehicle available. Shipper will have the right to refuse the vehicle offered, but once loading has begun, the provisions of this Item shall apply.
6. Should Carrier receive two or more shipments from one shipper at one origin address, destined to one or more consignees at the same delivery address, during one calendar day, that if combined would cause the “full capacity” of a Van or doubles trailer, then the aggregate shipments will be combined and considered as one shipment and will be subject to the provisions of this Item.
7. On shipments that move via two or more carriers, the minimum charge provided in this Item shall be based on the vehicle or doubles trailer furnished by the originating carrier, and will apply to the continuous through movement.
8. The rates and/or charges shown below in Table 390A (doubles trailer) or Table 390B (Van) apply on Interstate and Intrastate shipments between points in the Continental United States and between points in the continental United States and Canada. Rates and/or charges in this Item shall be determined as follows:
  - a. First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff STB – HGB 105 Series (US/US) or STB – HGB 100 (US/CN) Mileage Guides (See Note 3).
  - b. Using the State/Province Zone Matrix, determine the Zone number for both the Origin State and the Destination State.
  - c. Refer to the applicable Table 390A (for doubles trailer) or Table 390B (for Van).
  - d. Apply the mileage between origin and destination to either Table 390A or Table 390B to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.
  - e. Rates and/or charges are stated in cents per mile per doubles trailer or Van used.

Note 1 All rates and/or charges shown herein shall be considered volume or Capacity Load.

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Note 2 Except as otherwise provided, shipments are not subject to allowances, discounts, or reductions.

Note 3 When, at the request of the consignor, a longer route than the shortest available regularly traveled route is used, the actual mileage over the longer route shall apply.

Note 4 Rates and/ or charges provided for in this Item apply on "Freight all Kinds" (FAK) as described in the NMFC except will not apply on shipments of hazardous wastes that require or are accompanied by an Environmental Protection Agency (EPA) or state hazardous waste manifest, household goods, Class 1.1 through 1.6 explosives, livestock, poultry, articles that cannot be loaded inside a vehicle or doubles trailer, articles of unusual value, commodities requiring special equipment or commodities injurious or contaminating to other freight.

**STATE/PROVINCE ZONE MATRIX**

<b>UNITED STATES:</b>										<b>CANADA:</b>	
<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>PROVINCE</b>	<b>ZONE</b>
AL	5	IA	7	MI	4	NM	11	TN	5	AB	14
AR	8	ID	12	MN	7	NV	10	TX	8	BC	14
AZ	11	IL	4	MO	7	NY	2	UT	10	MB	14
CA	13	IN	4	MS	5	OH	4	VA	3	NB	15
CO	10	KS	7	MT	9	OK	8	VT	1	NF	15
CT	1	KY	4	NC	5	OR	12	WA	12	NS	15
DC	3	LA	8	ND	9	PA	2	WI	4	ON	15
DE	3	MA	1	NE	7	RI	1	WV	3	PE	15
FL	6	MD	3	NH	1	SC	5	WY	9	PQ	15
GA	5	ME	1	NJ	2	SD	9			SK	14

**TABLE 390A – DOUBLES TRAILER**

**RATE (STATED IN CENTS) PER MILE**

**SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 945.00**

<b>From ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>1</b>	539	264	159	121	125	150	142	149	164	147	146	145	137	157	269
<b>2</b>	385	389	268	168	160	177	176	173	188	163	161	156	147	176	304
<b>3</b>	296	343	336	192	205	213	192	187	195	167	170	159	148	183	288
<b>4</b>	232	250	241	304	208	205	279	226	246	192	189	175	163	210	322
<b>5</b>	219	225	248	192	294	268	213	237	204	176	188	166	157	187	240
<b>6</b>	148	137	129	114	127	339	138	159	157	175	163	139	142	154	169
<b>7</b>	173	168	157	173	156	171	296	233	265	211	202	183	171	201	215
<b>8</b>	140	133	126	118	126	154	167	268	196	190	220	173	170	177	166
<b>9</b>	138	131	120	126	117	133	162	154	188	206	173	226	154	211	174
<b>10</b>	120	110	110	110	110	120	116	127	201	274	184	225	177	212	149
<b>11</b>	113	110	110	110	110	110	110	124	167	187	353	194	186	181	136
<b>12</b>	114	110	110	110	110	114	110	111	155	142	118	302	121	237	136
<b>13</b>	115	110	110	110	110	115	110	127	175	228	241	241	396	203	137
<b>14</b>	135	129	124	125	120	134	135	137	163	156	145	230	145	N/A	N/A
<b>15</b>	260	248	210	217	168	176	195	177	198	167	162	157	148	N/A	N/A

**TABLE 390B – VAN**

**RATE (STATED IN CENTS) PER MILE**

**SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 1,783.00**

<b>From ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>	<b>To ZONE</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>1</b>	955	465	280	241	241	301	279	301	334	302	300	300	286	325	522
<b>2</b>	735	710	479	308	301	356	347	348	385	337	333	326	306	362	595
<b>3</b>	580	646	611	356	379	427	378	377	397	342	354	332	308	375	571
<b>4</b>	468	491	466	559	401	409	543	454	500	394	392	363	337	433	631
<b>5</b>	442	441	472	366	569	532	419	473	416	363	389	345	327	380	481
<b>6</b>	296	268	241	241	241	615	270	316	321	292	333	288	293	316	337
<b>7</b>	347	329	301	310	294	345	546	457	527	429	410	376	352	410	424

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8	284	261	241	241	241	304	308	502	392	386	442	356	346	364	329
9	277	254	241	241	241	265	301	302	393	403	347	451	308	426	346
10	246	241	241	241	241	244	241	246	391	514	356	507	333	431	301
11	241	241	241	241	241	241	241	241	329	364	646	391	346	369	275
12	241	241	241	241	241	241	241	241	295	261	241	566	241	463	277
13	241	241	241	241	241	241	241	252	350	442	465	486	718	411	281
14	276	261	241	241	241	241	241	241	241	241	241	253	241	N/A	N/A
15	499	470	397	403	323	353	383	356	401	339	332	324	306	N/A	N/A

**Item 430 Collect on Delivery (COD) Shipments**

Collect on Delivery shipments will be accepted subject to the following provisions and charges:

**Part 1 – Shipment Tendered to Carrier**

1. The indication that the shipment is subject to COD terms and conditions must be prominently displayed on the bill of lading. Depending on the form or the technology used to prepare the shipping documents, the letters "COD" will be entered in the electronic system. For manually prepared shipping documents the letters "COD" must be typed or written immediately before the name of the of the consignee, or "COD" must be prominently displayed on the form (e.g. stamped or printed in red letters at least one inch in height across the face of the bill of lading), in addition to in the space provided on the form.
2. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment.
3. Each package must be plainly marked, labeled, or tagged by shipper showing the letters COD, and the name and address of shipper and consignee in accordance with Item 580 of the NMFC.
4. If the shipper desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination."
5. The remittance name and address must show conspicuously on the bill of lading as the remit to address (see example below). The failure of the shipper to properly document the request for COD as required under this Part 1 shall, in Carrier's sole and unlimited discretion, release Carrier of any liability for the failure to collect the COD amount.

Collect on Delivery, \$\_\_\_\_\_ and remit to: Shipper Name, Address, State, Postal Code

COD charge to be paid by: Shipper ( )      Consignee ( )

**Changes Initiated by Shipper:**

1. Carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions on COD shipments as long as all charges accrued under this Item have been prepaid or guaranteed by the shipper.
2. Carrier will change the form of payment from the original instructions to another payment instrument, other than cash, (including consignee's personal check) only upon written instruction from shipper, subject to the following additional per shipment service charge. If the request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in Item 830.

\$150.00

3. Carrier does not obligate itself to effect such changes but upon request, a reasonable effort will be made to do so.

**Limitations of COD Shipments Accepted by Carrier:**

1. COD shipments will not be accepted for transportation subject to inspection or trial by consignee or when bearing instructions to make partial delivery. If, for any reason, 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 will not be responsible to seek or remit the COD amount to the shipper or owner of the goods.
2. Intoxicating beverages may be handled COD only under the provisions provided by state laws of the state in which the point of destination is located (see Article 389 of Title 18 of the United States Code), and under Part 3 of Item 780.
3. COD shipments will not be accepted when billed to one firm or person, with instructions to collect charges from another firm or person.
4. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be entered on one bill of lading.
5. COD shipments of explosives designated as Hazard Class 1.1 through 1.6 as referenced by the US Department of Transportation will not be accepted.
6. COD shipments will not be accepted if the shipping location or the consignee location is in the Republic of Mexico.

**Part 2 – Collection of COD Amounts**

1. The fee for collecting and remitting each COD bill, which includes notification service prior to delivery, is as follows:

8% of the COD amount,

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\$200.00 minimum charge per shipment  
\$5,400.00 maximum charge per shipment

2. The COD fee will be collected at the time such shipment is delivered to the consignee unless prepaid by the shipper, providing notation to that effect is made by shipper on the bill of lading or shipping order.
3. Collection or remitting charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the shipper. COD Amounts due upon delivery and not prepaid by the shipper will be collected from the consignee. Collection fees and charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the shipper.
4. If shipper fails to specify an acceptable form of payment on the bill of lading, Carrier is specifically authorized to accept personal and company checks, official checks (by any term used by the institution), money order, or similar instrument issued by or on behalf of the consignee. Cash will not be accepted.
5. Where shipper requests "certified funds," Carrier will accept only an official check or money order. Cash will not be accepted.
6. Notwithstanding the foregoing, Carrier shall have no liability whatsoever for failure to collect the specified form of payment.
7. All checks in payment of COD packages must be made payable to the shipper or shipper's designee. If checks are made payable to Carrier, the payment will be rejected and the shipment will remain undelivered. Redelivery charges (see Item 830) will apply.
8. All checks (including cashier's, certified, business and personal) and money orders are accepted at shipper's sole risk; including, but not limited to the risk of non-payment, fraud, misrepresentation, forgery, and counterfeiting; and Carrier shall not be liable upon any such instrument. Endorsing or depositing of the payment instrument by the shipper or payee signifies acceptance of the payment instrument and ends Carrier's liability. Carrier shall not be liable for the collection of the COD amount whenever any of the following conditions apply:
  - a. shipper fails to mark the bill of lading, shipping order, and packages in compliance with Part 1 of this Item; or
  - b. Carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for the same within 30 days of the shipment's delivery, or
  - c. Non-collectability of funds as a result of a stop payment order, insufficient funds, invalid signature, uncollected funds, forgery, fraudulent, or counterfeit instruments, or any other reason beyond Carrier's normal exercise of due care in collecting and forwarding the COD amounts.

**Part 3 – Remittance of COD Amounts**

1. COD collection will be forwarded directly to the payee at the remittance address provided on the bill of lading, within 30 days after delivery of the COD shipment to the consignee. Carrier will not be responsible for loss or misdelivery by the postal service.
2. If the COD shipment moved in interline service the delivering Carrier will, at the time of remittance of the COD collection to the shipper or payee, notify the originating Carrier of such remittance.
3. Performance of the COD service will not constitute Carrier as the shipper's agent for any purpose, including but not limited to, completion of the sale of the goods by the shipper to the recipient.
4. In the event that Carrier or its authorized Interline Carrier fail to collect the COD amount, Carrier and/or its authorized Interline Carrier will only be responsible for the COD amount and will not be subject to any late fee, interest charge, service charge, loss of business liability, or consequential damages of any kind.

**Item 435          Collection of Charges – Third Party**

1. The shipper is responsible to show the name and address of the Third Party on the bill of lading at time of shipment.
2. A shipment on which the charges are to be paid by a Third Party must be prepaid and will only be accepted if the shipper has established credit with Carrier and guarantees to pay the charges if the Third Party fails to do so. Such shipment will NOT be accepted if the shipper executes Section 7 of the bill of lading, or if the shipment is marked collect. If the shipment is inadvertently accepted, signing of Section 7 will NOT be applicable and the shipper will remain liable for all freight charges.
3. A shipment on which the invoice is to be sent and paid by a Bill to Party, payment terms will be changed from prepaid to collect or from collect to prepaid, as necessary, to ensure that the shipment is Prepaid, if the shipper and bill to party are affiliated, or Collect, if the consignee and bill to party are affiliated.

**Item 465          Containers, Pallets, Skids - Exception to NMFC item 640**

1. When shipments are tendered to Carrier and transported in or on any shipping containers, such as pallets, platforms, racks, reels, or skids, these containers constitute an integral part of the shipment, are to be charged at the rate applicable for the commodity they carry, as the container is part of the shipment. They are to be delivered to and receipted for by the consignee(s) named on the bill of lading covering the loaded movement.
2. Shipments of mixed commodities will be governed by NMFC item 640, except Sec. 3(b) (3) shall read, "The weight of pallets, platforms, racks, skids, unitizing materials or packaging devices as required by Paragraph 3(b) (5) must be shown

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on the shipping order and the bill of lading and will be charged at the lowest class applicable to any article or articles in the shipment. Where rating based solely on density is applicable, the weight and dimensions of pallets, platforms, racks, skids, unitizing materials, or packaging devices as required by Paragraph 3(b) (5) must be shown on the shipping order and the bill of lading. The calculation of the shipment cube for rating purposes will be based on the greatest dimensions of the tendered container(s) by the shipper."

3. Unless written agreements have been made with the shipper, any request or provision noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices, forms or packages will not be binding upon Carrier to accomplish or comply with such request or provision to complete the contract of carriage on the shipment.

**Item 466            Application of Rates – Pallets**

When governed by this tariff, any tariff, contract, customer specific pricing agreement, or statement of agreed pricing that provides rates/charges stated in units of "Per Pallet" subject to a maximum weight per pallet, the following will apply if the total shipment weight exceeds the maximum stated weight per pallet, multiplied by the number of pallets:

1. Divide the total shipment weight by the stated maximum weight per pallet
2. Round all fractions up to the next whole number
3. Use this number so calculated to determine the number of pallets to be charged for at the stated rate per pallet

Example: Stated maximum weight per pallet equals 2,400 pounds. Shipment consists of 3 pallets with total weight of 8,000 pounds. Divide 8,000 pounds by the 2,400 pound stated maximum = 3.3. Round 3.3 to 4 pallets. Charge to be computed at the applicable rate per pallet for 4 pallets.

**Item 470            Maximum Line haul Charges and Exclusive Use of Vehicle**

**Part 1    Maximum Line haul Charges**

Rates and/or charges shown below shall be the maximum line haul charges Carrier will charge for its standard LTL transportation services.

1. Maximum shipment rates and/or charges shown below are stated in cents per mile per (doubles trailer) or (Van) used and shall be the Maximum amount Carrier will charge for line haul and exclusive use services.
2. Maximum shipment rates and/or charges shown below for (doubles trailer) and (Van) apply on Interstate and Intrastate shipments between points in the Continental United States, and between points in the continental United States and Canada.
3. Rates and/or charges in this Item shall be determined as follows:
  - a. First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff STB – HGB 105 Series (US/US) or STB - HGB 100 (US/CN) Mileage Guides.
  - b. Using the State/Province Zone Matrix, determine the Zone number for both the origin state and the destination state.
  - c. Refer to the applicable Table 470-A (for doubles trailer) or Table 470-B (for Van).
  - d. Apply the mileage between origin and destination to either Table 470-A or Table 470-B to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.

**Part 2    Exclusive Use of a Vehicle (See Notes 1 through 5)**

1. Except as otherwise provided, no shipment is entitled to the exclusive use of the Vehicle in which it is to be transported. Carrier has control of the Vehicle and the unrestricted right to:
  - a. Select the Van or doubles trailer for the transportation of a shipment
  - b. Transfer the shipment to another vehicle
  - c. To load other freight in the same vehicle
  - d. Remove lock(s) and/or seal(s) applied to the vehicle
2. When consignor or Consignee requests a vehicle be devoted exclusively to a shipment such requests must be given in writing or placed on the bill of lading and shipping order. The Van or doubles trailer will be devoted exclusively to the transportation of the shipment, without breaking of locks or seal(s) and will be subject to the charges shown below.
3. When the request for exclusive use is made after the shipment has been picked up by Carrier, the shipment will be handled as a standard LTL shipment.

**Note 1** When the bill of lading and/or shipping instructions prohibit the breaking of lock(s) such instructions shall be considered as a written request for exclusive use service and the shipment will be handled under of this Item. In the event a lock or seal has been inadvertently removed from a vehicle, or doubles trailer, Carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying paper with the new seal number and appropriate reasons why it was applied.

**Note 2** Shipments moving under the provisions of this item will be considered Volume or Capacity Load and shall not be subject to Allowances, discounts, or reductions. Rates and charges offered by Carrier under a spot quote (see Item 890) will take precedence over the charges included in this item. Shipments that occupy the full visible capacity of a trailer shall be

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transported subject to the service described in Item 390 "Capacity Load – Minimum Charge." Carrier may, at its sole and exclusive discretion, manage the equipment and the terms and conditions of the volume or Capacity Load rate.

Note 3 Stop off for partial loading or partial unloading will not be permitted on Exclusive Use of Vehicle.

Note 4 All charges are to be paid or guaranteed by the party requesting the service and the Section 7 non-recourse stipulation on the bill of lading may not be executed. If Carrier inadvertently accepts a shipment with the Section 7 signed it shall be deemed null and void.

Note 5 Where the bill of lading and/or shipping instructions for shipments tendered to Carrier identify co-loading restrictions with regard to the shipment, Carrier will regard the shipment as a standard LTL shipment, observe the restrictions and hold the shipment until those co-loading restrictions can be met within its network.

STATE/PROVINCE ZONE MATRIX											
UNITED STATES:										CANADA:	
STATE	ZONE	STATE	ZONE	STATE	ZONE	STATE	ZONE	STATE	ZONE	PROVINCE	ZONE
AL	5	IA	7	MI	4	NM	11	TN	5	AB	14
AR	8	ID	12	MN	7	NV	10	TX	8	BC	14
AZ	11	IL	4	MO	7	NY	2	UT	10	MB	14
CA	13	IN	4	MS	5	OH	4	VA	3	NB	15
CO	10	KS	7	MT	9	OK	8	VT	1	NF	15
CT	1	KY	4	NC	5	OR	12	WA	12	NS	15
DC	3	LA	8	ND	9	PA	2	WI	4	ON	15
DE	3	MA	1	NE	7	RI	1	WV	3	PE	15
FL	6	MD	3	NH	1	SC	5	WY	9	PQ	15
GA	5	ME	1	NJ	2	SD	9			SK	14

**TABLE 470A – DOUBLES TRAILER**

**RATE ( STATED IN CENTS ) PER MILE**  
**SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 1,725.00**

From Zone	To Zone 1	To Zone 2	To Zone 3	To Zone 4	To Zone 5	To Zone 6	To Zone 7	To Zone 8	To Zone 9	To Zone 10	To Zone 11	To Zone 12	To Zone 13	To Zone 14	To Zone 15
1	850	416	252	194	195	237	223	236	259	232	228	227	216	250	428
2	608	613	423	265	252	280	279	271	297	258	254	247	232	279	481
3	467	542	531	304	325	336	304	297	308	262	270	252	234	288	457
4	367	395	381	481	329	319	442	357	390	305	301	277	258	334	504
5	346	354	392	304	490	423	337	374	321	279	298	262	248	292	379
6	235	218	204	180	201	539	219	252	248	226	256	219	223	244	268
7	273	265	247	273	246	270	466	370	418	335	318	287	270	318	340
8	222	210	197	187	199	243	262	425	310	302	348	273	268	281	261
9	218	205	190	197	180	211	255	244	312	325	273	357	244	334	275
10	191	177	162	166	159	191	183	201	318	432	291	401	283	336	236
11	178	163	155	145	138	169	165	195	262	297	558	305	293	286	215
12	180	170	162	161	159	180	168	175	245	223	189	478	194	373	215
13	181	172	163	165	158	181	177	201	276	361	381	381	627	320	218
14	214	204	194	196	191	212	214	218	256	246	227	363	227	N/A	N/A
15	410	392	333	342	267	279	308	280	312	264	255	248	235	N/A	N/A

**TABLE 470B – VAN**

**RATE (STATED IN CENTS) PER MILE**  
**SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 2,137.00**

From Zone	To Zone 1	To Zone 2	To Zone 3	To Zone 4	To Zone 5	To Zone 6	To Zone 7	To Zone 8	To Zone 9	To Zone 10	To Zone 11	To Zone 12	To Zone 13	To Zone 14	To Zone 15
1	1372	668	401	320	329	432	399	432	481	434	431	431	411	466	750
2	1055	1021	689	443	432	511	498	501	553	483	480	468	439	521	854
3	834	930	877	513	545	613	544	542	572	490	508	477	442	539	820
4	672	704	669	806	575	588	783	652	719	566	563	522	484	622	905



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5	622	622	679	525	816	766	605	679	597	521	561	496	471	548	693
6	427	384	345	307	318	883	388	454	460	419	483	414	420	455	485
7	499	473	433	445	423	496	785	659	758	615	590	540	505	590	608
8	408	375	345	311	329	436	442	721	563	554	636	513	497	523	472
9	398	366	334	328	312	381	432	436	564	580	499	648	685	612	497
10	353	321	291	289	280	351	313	353	561	737	513	728	480	620	433
11	326	293	277	272	261	307	283	330	472	523	930	562	497	530	395
12	336	313	300	289	289	336	301	313	424	375	328	814	320	667	395
13	341	320	302	300	288	337	319	361	504	636	669	697	1031	591	406
14	395	374	352	349	344	392	384	395	463	439	411	647	402	N/A	N/A
15	717	674	571	578	464	506	549	511	575	488	477	465	439	N/A	N/A

**Item 475      Collection of Charges - Currency Exchange Rate**

Exchange rates will be applied by Carrier on the pickup date of the shipment, based on the update of the previous day as published by Bloomberg News available on the website [www.bloomberg.com/markets/currencies](http://www.bloomberg.com/markets/currencies).

**Item 480      Customs – In Bond Freight**

- Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of:

\$4.60 per CWT  
\$110.00 minimum charge per shipment  
\$430.00 maximum charge per shipment

Such charges will be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, each trailer will be considered as a separate shipment for the purpose of applying the provisions of this rule.

- Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is delivered by the same service center as the service center performing the U.S. Customs clearance as provided in Carrier's Service Guide. These shipments will be rated from point of origin to point of final destination.
- For freight moving in bond, the words "In Bond" must be clearly written on the face of the bill of lading. A copy of the corresponding U.S. Customs and Border Protection ("CPB") form 7512 must be included with the bill of lading
- Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond. Shipments moving under United States Customs Bond will not be allowed stop off, split pickup or split delivery privileges.
- For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
- Shipments tendered in a trailer sealed by or at the instructions of the shipper or as required by U.S. Customs, will be subject to the provisions of Item 470 Part 2 – Exclusive Use of a Vehicle.
- Shipments moving from the United States under a TIR carnet issued by the originating carrier are subject to the following charge, in addition to all other lawfully applicable rates and charges (including the in bond charges applicable):  
\$205.00 per shipment
- When Carrier is required to pick up shipping documents or U.S. Customs Release Forms from a forwarder or broker for validation prior to pickup of a shipment, the following charge applies:  
\$65.00 per document  
\$330.00 maximum charge for each pickup of shipping documents or U.S. Customs Release Forms
- When necessary for Carrier to purchase and apply "high security red in-bond seal(s)" for shipments moving under United States Customs Bond the following charge applies, which is in addition to all other applicable charges.  
\$85.00 per seal
- Carrier will not be responsible for equipment or tools necessary for removal of the high security red in bond seal(s).

Note: This rule will not apply on export, import, coastwise, or intra-coastal shipments, in trailers and/or containers not owned by Carrier, received from or delivered to water carriers and transported thereon.

**Item 485      Customs – Inland In Bond / Examination Fees**

All shipments destined to Canada that fail to clear Customs at the border, through no fault of Carrier, may be assessed one or more of the following charges:

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**Part 1 – In Bond Fee**

1. All shipments destined to Canada that fail to clear Customs at the border and must be held in a Customs Bonded Warehouse until cleared by Customs, will be assessed the following charge  
\$36.50 per shipment
2. In Bond fees incurred as a result of a customs delay will be billed to the Importer of Record for the shipment.

**Part 2 – Customs Exam Fee**

1. All shipments called for inspection by the Canada Border Services Agency (CBSA) or other government department (OGD) will be assessed the following handling fee, in addition to other charges that may be assessed the Carrier by the Sufferance Warehouse inspection site.  
\$60.00 per shipment
2. Handling fees and Sufferance Warehouse fees arising from a CBSA or OGD inspection will be billed to the Importer of Record for the shipment.

**Part 3 – Other Government Departments Examination Fee**

1. All shipments called for inspection by Other Government Departments (OGD) will be assessed the following handling fee, in addition to all other expenses that may be incurred if the Carrier is required to deliver to, or pickup from, an inspection site different from the consignee address.  
\$60.00 per shipment
2. Handling fees and additional expenses arising from an OGD inspection will be billed to the Importer of Record for the shipment.

**Part 4 –Storage Fee**

1. All shipments held in a Customs Bonded Warehouse pending release from customs will be assessed the following storage charge per day. Storage fees will begin to accrue at 7:00 AM on the fourth working day following notification to the Importer of Record that the shipment is being held pending clearance by customs:  
\$65.00 per day in storage
2. Storage charges will end when Carrier is able to deliver or transport the shipment as a result of action by the shipper, consignee, owner, or customs official.
3. Freight stored at a Customs Bonded Warehouse will be transferred by Carrier, at customer's expense, for safekeeping after 40 days. Freight not cleared by customs after an additional 30 days will be forfeited to the Canadian federal government for disposal and additional cost may be incurred.
4. All storage fees will be billed to the Importer of Record for the shipment.
5. Shipments subject to this Item will be exempt from the provisions of Item 910.

**Part 5 – Bill of Lading Description Issue**

On shipments where Customs, the CBSA, or OGD determines that the description of the articles provided on the bill of lading is a mischaracterization or wrong or incomplete description of a shipment, or the bill of lading otherwise fails to comply with applicable federal, state, provincial, local or international laws, rules, or regulations pertaining to its shipments the shipper and customer shall be jointly and severally liable for, and shall indemnify and hold Carrier and its employees, contractors, and agents harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by such deficiency. Any fines, penalties, or costs incurred by Carrier as a result of mischaracterization or incomplete commodity description on the bill of lading shall be invoiced to the party responsible for the freight charges.

**Item 486      Border Processing Fee**

The following border processing fee will apply on all cross-border shipments between Canada and the United States. This fee will be billed to and payable by the party responsible for the line haul freight charges and will be in addition to all other applicable charges.

\$39.00 per shipment

**Item 487      Customs – Inspection Border Unload Fee**

On cross-border shipments between Canada and the United States where Customs requires a trailer unload at the border for physical inspection of a shipment, through no fault of Carrier, and such inspection delays Carrier, the following charge, in addition to any charge(s) to Carrier for the off load inspection applies:

\$135.00 per shipment inspected

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The Importer of Record for the shipment will be responsible for the charges in this Item. If Customs requires that more than one shipment on a vehicle be unloaded, the total charges for the Customs inspection will be prorated equally among the shipments required to be unloaded and inspected by Customs.

**Item 500            Detention – With Power**

1. When Carrier is delayed by shipper or consignee for loading or unloading on or near the premises of shipper or consignee, detention charges shall begin upon expiration of the applicable free time allowed, and will end when the vehicle(s) are loaded or unloaded and is available for movement.
2. When the loading or unloading is delayed beyond the free time shown below, the following per vehicle charge applies for each 15 minutes or fraction thereof, subject to a minimum charge of \$80.00:

\$65.00

- a. Free time for loading or unloading shall be determined by the weight of the shipment as shown in Table 500 as follows:

<b>Table 500</b>			
<b>Shipment Weight (in pounds)</b>	<b>Free time (in minutes)</b>	<b>Shipment Weight (in pounds)</b>	<b>Free Time (in minutes)</b>
Less than 2,500	30	7,500 – 9,999	120
2,500 – 4,999	60	10,000 – 19,999	180
5,000 – 7,499	90	20,000 or more	240

- b. When multiple shipments are received from one shipper or delivered to one consignee at one time in one vehicle free time shall be computed on the aggregate weight received or delivered.
- c. The provisions and charges apply to equipment owned by steamship lines, railroads or third party leasing companies.
3. Computation of free time shall begin upon notification by the driver to the responsible representative of the shipper 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.
4. Unless the shipper or consignee stamps or marks the delivery receipt with time of arrival and departure, Carrier's records shall be used to determine whether free time has expired.
5. When through no fault of Carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal Business Day the shipper or consignee may use one of the following options:
  - a. Request that the vehicle without power remain at its premises. However, free time shall cease immediately at the time request is made and detention charges for vehicle without power shall apply.
  - b. Request that the vehicle with power be returned to Carrier's premises. At that time, computation of any remaining free time shall cease. That portion of the shipment in Carrier's possession shall be subject to storage charges. When the vehicle is returned to the premises of the shipper or consignee computation of any remaining free time shall resume. That portion of a shipment that is redelivered shall be subject to redelivery charges.
  - c. Request that loading or unloading continue during non-Business Hours, subject to the provisions of Item 754.
6. The amounts due Carrier under the provisions of this Item shall be assessed against the shipper in the case of loading, and against the consignee in the case of unloading, irrespective of whether the line haul charges are prepaid or collect.

**Item 501            Detention – Without Power**

1. Subject to the availability of equipment, Carrier will spot empty or loaded trailers for loading or unloading on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit. Shipper, consignee or the party designated by them, receiving a spotted trailer may move the trailer with its own power units at its own expense and shall be liable if the trailer is lost, stolen or damaged while in their custody and control.
2. Loading or unloading will be performed by shipper, consignee or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power (see Item 500) will apply. In the case of spotting for loading, the bill of lading must show "Shipper Load and Count." Carrier shall not be responsible for any claims arising from exceptions (over, short or damaged freight) noted at Carrier's first physical check of the shipment.
3. Trailers spotted for loading or unloading will be allowed 24 consecutive hours of free time for loading or unloading, excluding non-Business Days.
4. Free time shall begin when Carrier notifies shipper or consignee that the vehicle(s) is available for loading or unloading.
5. After the expiration of free time as provided above, charges for detaining trailer(s) will be assessed against shipper in the case of spotting for loading and against consignee in the case of spotting for unloading regardless of whether transportation charges are prepaid or collect. The charges shall be assessed :

\$215.00 per trailer for each 24 hour period or fraction thereof (excluding non-Business Days)

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6. Shipper, consignee, or other party designated by them shall notify Carrier when loading or unloading has been completed and the trailer(s) is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as Carrier receives notification.
7. Nothing in this Item shall require Carrier to pickup or deliver spotted trailer(s) at hours other than Carrier's normal Business Hours. This shall not be construed as a restriction on Carrier's ability to pickup or deliver spotted trailer(s) at hours other than normal Business Hours.
8. Carrier responsibility for safeguarding shipments shall begin when Carrier takes possession of the trailer(s) loaded by shipper. Carrier responsibility for safeguarding shipments will end when Carrier spots trailer(s) for unloading by consignee, as the case may be.
9. When a spotted trailer is changed to a trailer with power at the request of shipper, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - a. If the change is requested 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 "with power" (Item 500) 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 trailer will immediately be charged detention "with power" (Item 500) with no further free time allowed.

**Item 510            Distances – Exceptions to Method of Determining Mileage**

1. Unless otherwise indicated in the pricing or contract documents, distances shall be computed by use of Tariff HGB 100 series (Mileage Guide).
2. If the shipper or any party with an interest in the shipment requests transportation of the shipment over a particular route longer than the shortest route, the mileage over the longer route will be used.
3. If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highway or bridges, underpasses or other highway limitations, the mileage computed over the actual route of movement of the shipment will apply.
4. When shipments move under special permits, as required by or obtained from a municipal, state, or federal regulatory body or commission, which specify the route to be traveled, the mileage to be used will be the mileage via the route specified in the special permit.

**Item 555            Part Lots of Shipments Held at Ports of Import by Custom House Authorities**

1. A part of a shipment held out by the United States government authorities at port of import for appraisalment or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot billing.
2. Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in Item 750.
3. If such part lot shipment is brought to Carrier's dock by another carrier, the actual cost of such movement, if paid by Carrier, will be added to the freight bill. If such part lot shipment is picked up by Carrier, the following charge will be assessed in addition to the line haul charge:

\$5.20 per CWT  
\$30.00 minimum charge per shipment

**Item 556            Pickup or Delivery – Port**

1. Shipments picked up at or delivered to U.S. ports will be subject to the following additional pickup or delivery charge:

\$11.25 per CWT  
\$110.00 minimum charge per shipment
2. When it becomes necessary for Carrier, at its sole option to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, the following charge will apply in addition to all other applicable charges incidental to the movement of containers:

\$250.00 for each chassis obtained
3. When Carrier is requested to pick-up an LTL shipment at a port location and dispatches a vehicle for that purpose and, due to no fault or negligence on the Carrier's part, pickup cannot be completed or the shipment is not available for pickup, the following charge will be assessed against the party requesting the pickup or the payer of the freight charges:

\$155.00 per vehicle dispatched

Note: Rates and charges do not include tollage, usage fees, loading, unloading charges, or any other port terminal charges at piers, wharves, dockside terminals, or warehouses. Such charges will accrue and are due from consignor, consignee, or payer of the freight charges.

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**Item 560          Extra Labor**

1. When consignor or consignee requests extra labor be furnished for loading, unloading, blocking, or bracing, during regular Business Hours and Business Days, and labor is available, the following charges shall apply:

\$140.00 per labor hour or a fraction thereof,  
\$550.00 minimum charge per person per day

2. The Extra Labor charges shall be in addition to all other freight charges and shall be assessed against the party requesting the service.
3. Time will be computed by Carrier from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.

Note: The provisions of this Item are not applicable on Saturdays, Sundays, Holidays or Non-Business Hours, (See Item 754).

**Item 562          Fractions**

Except as otherwise specifically provided in applying the provisions of this tariff or tariffs, contracts, customer specific pricing agreements or statements of agreed pricing governed by this tariff, fractions will be disposed of by rounding to the next cent as follows:

If less than .5 reduce to next lower cent. If .5 or more increase to next higher cent

**Item 565          Hazardous Materials**

1. Carrier may accept shipments of hazardous materials or hazardous substances subject to Carrier's restrictions noted in Item 780 and all requirements of the U.S. Department of Transportation and the Environmental Protection Agency governing transportation of such commodities. Shipper shall comply with all governmental requirements including but not limited to any special labeling, packaging requirements and bills of lading descriptions.
2. Carrier reserves the right to refuse any goods which, in its sole and unlimited discretion, are considered to be dangerous, hazardous, inflammable or otherwise likely to injure any equipment or other property, and/or which Carrier believes cannot be safely loaded, stowed, secured, unloaded and delivered.
3. The shipper and customer shall be jointly and severally liable for, and shall indemnify and hold Carrier harmless from and against any loss, damage, expenses, liability, suit, fine, and/or penalty, including legal fees and costs, resulting from or relating to its failure to comply with its responsibilities under this tariff or existing hazardous material laws and regulations, including property damage, bodily injury, illness, and environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal, and restoration.
4. When tendered by the shipper and accepted by Carrier, such shipments shall also be subject to the following provisions:
  - a. Any shipment containing commodities that are classified as hazardous by the Department of Transportation as published in the Code of Federal Regulations (CFR), Title 49 is subject to the following additional fee:  
\$47.50 per shipment
  - b. If Carrier must purchase special permits for transportation movement, Carrier will purchase such permits and collect the purchase price plus the following service fee:  
\$47.50 per permit
  - c. In addition to the per shipment charge, if Carrier must move the shipment over a circuitous route due to local, state, or federal highway restrictions, Carrier will prepare a designated route plan over the most practical and approved route for movement of such commodities. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the mileage over the normal route of movement, all distance in excess of 115% will be charged for at the rate of \$16.75 per mile.

Note 1 All charges under this Item will be collected from the party responsible for payment of the line haul freight charges.

Note 2 Neither shipments of hazardous waste (defined by CFR 49 § 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under CFR 49 § 173.422 and 173.424) will be accepted for transportation.

Note 3 Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by Carrier before tendering of the shipment.

Note 4 Hazardous material shipments must be tendered on TForce Freight bill of lading or the Uniform Straight Bill of Lading as shown in NMFC. Any bill of lading notation limiting full access to a vehicle or any delays caused by a regulatory agency (or any party to the transportation), will be subject to exclusive use of vehicle and/or storage charges found in Items 470 and 910 herein.

Note 5 If the shipment is refused by the consignee or, for any other reason not the fault of Carrier, cannot be delivered to the consignee, Carrier will provide notice to the shipper that the freight is undelivered and subject to storage charges. If, within 10 days of such notice, shipper does not provide written disposition instructions to Carrier, Carrier, at its sole and unlimited discretion, shall be entitled to dispose of the shipment. Shipper shall be responsible for all disposal costs and for all storage charges up to the time of disposal or other disposition of the shipment.

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**Item 566 Pickup or Delivery – Freight Not Adjacent to Vehicle (Including Inside Pickup or Delivery)**

1. When requested by shipper or consignee and operating conditions permit, Carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).
2. Service under this Item will be provided to floors above or below the level accessible to Carrier's vehicle when elevator or escalator service is available and labor, when necessary to operate it, is provided without cost to Carrier.

<b>Table 566</b>	Postal Codes other than NYC Metro Area	Postal Codes defined as the NYC Metro Area
Per CWT	\$15.00	\$32.00
Minimum charge	\$160.00	\$170.00
Maximum charge	\$1,575.00	\$1,600.00

3. 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. 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.
4. When inside pickup or delivery service is requested on an Expedited shipment (see Item 822); each shipment shall be subject to the following charge:

\$250.00

**Item 570 Impractical Operations**

Pickup or delivery service may not be completed or attempted by Carrier or its Agents or sub-contractors where any federal, state or municipal authorities have determined that operations are unsafe or Carrier, in its sole and unlimited discretion determines that its operations cannot be reasonably performed under or within normal business practices, due to reasons, including but not limited to:

1. The conditions of roads, driveways, alleys or approaches thereto
2. Inadequate loading or unloading facilities
3. Riots, acts of God, the public enemy, acts of terrorism, the authority of law (including customs inspections), the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property, industry disruptions, fires, strikes, or labor disputes (including those of third parties), disruption in communication, an information systems failure, inclement weather.
4. Use of a ferryboat is necessitated.

**Item 575 Minimum Charge – Cubic Capacity and Density**

1. The provisions of this Item will apply to any shipment, or portion thereof, which is 750 cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.
2. The provisions of this Item are not applicable in connection with:
  - a. Rates determined by any unit measure other than by weight;
  - b. Capacity Load shipments;
  - c. Exclusive use shipments;
  - d. Volume rates and charges per vehicle or trailer used; or
  - e. Where the otherwise applicable charge is greater than the calculation in this Item.
3. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of eight (8) feet [(nine (9) feet when a bulkhead has been constructed in a Carrier vehicle by the shipper)] shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:
  - a. The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc.);
  - b. Packaging or lack of packaging used;
  - c. Palletization in "pyramided", "rounded off", or "topped off" fashion;
  - d. Specific instructions by the shipper or by notation on the bill of lading; or
  - e. Packaged units bearing instructions that the freight is not to be top loaded or double stacked.
4. The minimum charge under this Item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as follows:

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- a. Multiply the calculated weight by the applicable class 150 rate from the customer's base rates less any applicable discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customer's pricing.
- b. Where the customer's pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate from the most current UPGF 560 Series or UPGF 525 Series class rate tariff less a 60% discount.
5. For the purpose of applying this rule and charge, when two or more shipments are tendered to Carrier by the same consignor, from the same place during one calendar day for delivery to the same consignee at one place, and where remittance will be paid by the same payer, they will be considered one shipment.
6. The provisions of the NMFC, item 171 (Bumping Clause) will not apply in connection with the application of this Item.
7. Any overflow portion of a Capacity Load shipment which is charged for as a separate shipment will be subject to the provisions of this Item.
8. The provisions of this Item do not apply to shipments billed using any UPGF 580 base rate tariff.

**Item 578 Pickup or Delivery – Shipper Load and Count**

When empty trailers are delivered to the shipper's location for subsequent loading at a later time by the shipper or its agent, such delivery will be identified as Shipper Load & Count ("SL&C") and will be subject to the following terms and conditions:

1. For each SL&C shipment tendered by shipper to Carrier, shipper will include "SL&C" on the bill of lading for the shipment, indicating that shipper counted and loaded the shipment without Carrier's driver present. Shipper's failure to include "SL&C" on the applicable bill of lading does not change the liability of either party if shipper did, in fact, count and load the shipment.
2. Shipper will load each SL&C shipment securely, in such a manner so as to withstand the normal rigors of transportation to Carrier's originating Service Center or intermediate handling facility. Shipper shall not load any handling unit greater than 10 linear feet without prior approval by Carrier (see Item 780 part 1A). Shipments containing an item exceeding 10 feet may be returned by Carrier, at shipper's expense and liability, to the shipping point if the configuration of the item cannot be handled with reasonable dispatch safely within Carrier's network, as determined by Carrier in its sole and unlimited discretion (see Item 670).
3. Carrier's driver will not inspect a SL&C shipment at the time of pickup.
4. Carrier's driver will sign the bill of lading for each SL&C shipment with "SL&C" instead of a piece count. All provisions of the bill of lading contract, which are consistent with this Item, will apply. The failure of Carrier's driver to include "SL&C" on the applicable bill of lading does not change the liability of either party if the shipper did, in fact, count and load the shipment.
5. Carrier will count and verify the piece count, defined as cartons, rolls, pails, or similar units of each SL&C shipment and note any exceptions - over, short, or damaged (referred to herein as "O/S/D exceptions") when the shipment is actually transferred from the original trailer picked up by Carrier (such transfer is hereinafter referred to as the "first physical handling" of the shipment).
6. Shipper will be notified of any O/S/D exception(s) or a clear delivery within one Business Day of the first physical handling of the shipment. Failure of Carrier to notify shipper of any O/S/D exceptions as provided herein does not relieve the shipper of its obligations.
7. In the event of any O/S/D exception(s), Carrier may hold the shipment and await disposition from shipper or may adjust shipper's bill of lading to reflect the overage or shortage and forward the shipment onto destination. Carrier agrees to note the O/S/D exception(s) for shipper, on the bill of lading and delivering documentation.
8. Carrier will not be liable for any O/S/D exception(s) occurring before the first physical handling of the shipment and reporting of any O/S/D exception(s) to shipper, unless there is evidence of a vehicle accident or negligence by Carrier.
9. Shipper will not utilize Carrier's equipment for any purpose other than loading under this Item.
10. Trailer detention charges (see item 501) apply beyond a reasonable time for loading and securement of the freight.
11. Shipper will accept liability for damage to Carrier's equipment while in its possession.

**Item 579 Pickup or Delivery – Consignee Unload or Drop Trailer**

When shipments are delivered to the consignee's location for subsequent unloading at a later time by consignee, such delivery will be subject to the following:

1. Upon delivery of a trailer hereunder, Carrier will present to consignee:
  - a. the trailer with its door seal intact;
  - b. a printed manifest listing all shipments contained within the trailer; and
  - c. a delivery bill for each shipment contained within the trailer.
2. Upon delivery of each trailer by Carrier hereunder, consignee must:
  - a. ensure the trailer door seal is intact and matches with the seal number printed on the manifest;

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- b. ensure a delivery bill is received for each shipment listed on the manifest; and
  - c. sign the manifest acknowledging receipt of the sealed trailer and delivery bills.
3. Upon unloading the shipments from the trailer, consignee must:
- a. note all exceptions to the condition of the shipments (shortages, overages, and/or damages) on each individual delivery receipt for the applicable shipment;
  - b. ensure that all delivery exceptions reference product numbers or some other specific identifier of the specific freight for which an exception is being taken;
  - c. sign and date each delivery receipt, and note the condition of the shrink wrap for that shipment;
  - d. reload any overages back onto the Carrier's trailer; and
- contact Carrier to advise that the trailer and delivery receipts are available for pickup. A trailer is considered "returned" for purposes of this agreement, and calculating detention charges, only if all applicable delivery receipts have been returned with the trailer.
4. Exception Notification
- a. Consignee must advise Carrier of any delivery exceptions (over, short or damaged) within two Business Days of the time the trailer was delivered to consignee's location. Notification must reference the individual freight bill number and corresponding exception.
  - b. Consignee's failure to report delivery exceptions within two Business Days will mean there were no delivery exceptions and all claims for which a delivery exception is not presented within such period are hereby waived.
5. Trailer Detention Charges apply beyond the free time allowed for unloading Carrier's trailer, see Item 501.
6. Consignee will not utilize Carrier's equipment for any purpose other than unloading under this Item.
7. Consignee will accept liability for damage to Carrier's equipment while in its possession.

**Item 580          Marking or Labeling Freight - Exception to NMFC item 580**

The provisions of NMFC item 580 will apply, except as follows: When the consignor or consignee requests, or when required to conform to NMFC item 580, governing publications or this tariff, to change, alter, or add marks, tags, label, or stencils on any package or piece of freight, marking or labeling charges will apply as follows:

\$6.25 per package,  
\$100.00 minimum charge per shipment

Note: When required to conform to the provisions of NMFC item 580 all charges accruing under the provisions of this Item shall be assessed against the consignor or must be guaranteed to the satisfaction of Carrier before services will be performed. When requested by the consignor or consignee all charges accruing under the provisions of this Item must be paid by the party requesting the service.

**Item 582          Grocery Warehouse Services**

- 1. In the event Carrier is required to perform or complete additional services as a condition of the delivery to a grocery warehouse, the payer of the freight charges shall be charged for the cost incurred by Carrier, unless payment has been guaranteed to the satisfaction of Carrier by another party, whether the bill of lading indicates the freight charges are prepaid or collect. Additional services required to be provided or resulting from these services, may include, but are not limited to, such services as Inside Delivery (see Item 566), Sort and Segregating (see Item 751) Detention with Power (see Item 500), among others.
- 2. Where the grocery warehouse requires the use of a service provider for specific unloading services, Carrier will be reimbursed by the payer of the freight charges for the cost of the required service charged by the provider, any resulting cost for delay incurred for detention or delivery completed after normal Business Hours, plus the following processing fee:

\$30.00 per shipment

**Item 595          Maximum Charge**

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

Note 1 Not applicable where different levels of service are provided.

Note 2 The provisions of this Item will not apply when the rates or charges are based on unit or pallet pricing.



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**Item 596 Maximum Weights – Capacity Load or Volume Shipment**

Except as specifically provided in individual Items, Capacity Load or volume shipment provisions subject to a maximum weight restriction, will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of a shipment in excess of a stated maximum weight will be rated as a separate shipment.

**Item 610 Absolute Minimum Charge**

Unless otherwise provided, the line haul minimum charge applicable to any shipment after discount will be no lower than the following:

- \$160.00 - Shipments between Direct Service Points in the continental United States
- \$195.00 - Shipments between Direct Service Points in the continental United States and Canada (except as noted on below)
- \$295.00 - Shipments between Direct Service Points in the continental United States and Direct Service Points in the Canadian provinces of Newfoundland, Nova Scotia, Prince Edward Island, and the Yukon, Nunavut and Northwest Territories

Note: Line haul freight charges are determined by multiplying the applicable rate of each article by the actual weight of each article. Total line haul freight charges cannot be less than the applicable line haul minimum charge. The minimum charge is the published line haul minimum charge (less any applicable discount) subject to the above Absolute Minimum Charge per shipment.

**Item 615 Household Goods or Personal Effects**

Carrier may accept household goods ("HHG") only when each of the following conditions are met:

1. The shipment is picked up and delivered entirely within Carrier's network.
2. A HHG mover or broker is the requester of and debtor for the transportation services requested. A HHG mover or broker is a commercial business that is properly licensed, certified, and insured per applicable city, county, state, federal, and any other applicable law or regulation.
3. Pickup and Delivery service must occur at an HHG mover's facility or at a military installation.
4. The freight is tendered in Carrier approved containers or otherwise secured in trailer by HHG mover or broker.
5. The bill of lading must state that the articles are released to a value not to exceed 10 cents per lb. The consignee name and address on the bill of lading must match the consignee name and address on the container. Each bill of lading must show HHG mover or broker as the Third Party.
6. Carrier agrees to transport such merchandise as HHG mover or broker may tender to Carrier, excluding any prohibited items described in Item 780. The parties agree that Carrier shall have no liability whatsoever for any such prohibited items and that HHG mover or broker shall fully indemnify and hold harmless Carrier for any claims that may arise against Carrier with respect to such prohibited items.
7. All claims for loss, damage, or delay must be filed with Carrier by HHG mover or broker. All claims by HHG mover's or broker's customer for loss, damage, or delay must be filed against HHG mover or broker and any claim filed direct with Carrier by HHG mover's or broker's customer will be declined.
8. The minimum charge for an LTL shipment of household goods or personal effects as described in NMFC items 100200 through 100251 will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination in which the shipment is moving.

**Item 640 Mixed Shipments and Articles Classified by Weight or Quantity - Exception to NMFC item 640**

1. Unless otherwise provided, shipments classified by weight or quantity that consist of differently classed or unknown articles contained in or on one handling unit and which are not accurately identified on the bill of lading will be rated at the applicable class shown below based on the density of the total shipment using the weight and measurements of the total shipment.
2. Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect on the date of shipment shall be considered released at the lowest release value stated therein.
3. Adjustments to the weight of the shipment will follow the rules in Item 990.

Table 640 – Articles Classified by Weight or Quantity					
Range of Shipment Density (in PCF)	Class for Rating Purposes	Range of Shipment Density (in PCF)	Class for Rating Purposes	Range of Shipment Density (in PCF)	Class for Rating Purposes
Less than 1	400	6 but less than 8	125	15 but less than 22.5	70
1 but less than 2	300	8 but less than 10	100	22.5 but less than 30	65
2 but less than 4	250	10 but less than 12	92.5	30 or greater	60
4 but less than 6	175	12 but less than 15	85		

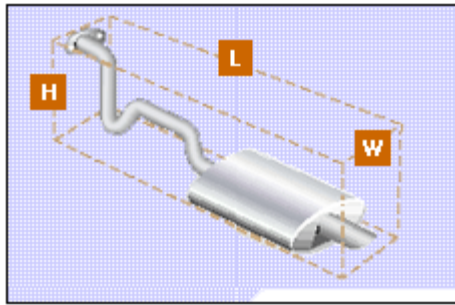
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**Item 645      Application of Density Based Rates**

Density based rates will only be available upon a written agreement executed by each of customer and Carrier. Where the customer and Carrier have established density based rates in such an agreement, the following terms and conditions shall apply:

**Part 1 – Calculating Density**

1. Calculation of the total cube of a shipment
  - a. Multiply the greatest straight-line dimensions of length, width and height (depth) in inches, including all projections and packaging, of the individual handling unit as tendered to the carrier for shipment. Divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet. Add the cube of each handling unit to determine the total shipping cube.
  - b. For cylindrical / conical shipments, square the greatest dimension of the diameter of the handling unit (multiply the dimension by itself) in inches and then multiplying that result by the height or length. Divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet. Add the cube of each handling unit to determine the total shipping cube.
  - c. For irregularly shaped handling units, treat the irregularly shaped unit as if it were in a regular rectangular box. Measure the length, width, and height of the handling unit from its extreme points, in inches. Multiply the measured dimensions and divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet. Add the cube of each handling unit to determine the total shipping cube.



- d. For all customer provided information, all individual handling unit dimensions will be rounded off according to the following methodology:
      - i. Any individual measurement that includes a fractional measurement of 0.4999 inches or less will be rounded down to the nearest whole inch.
      - ii. Any individual measurement that includes a fractional measurement of 0.5000 inches or greater will be rounded up to the next whole inch.
    - e. For dimensions obtained by TForce Freight through the use of certified measurement equipment, the rounding of the dimensions will be determined by the tolerances of the measuring equipment used.
    - f. After the individual handling unit cube is calculated, each result should be rounded to a precision of four decimal places. The total shipment weight divided by the sum of the individual handling unit cube(s), as calculated above, will constitute the density for the shipment.
  2. The density as calculated in (Part 1) will be rounded according to the following methodology for rating purposes only:
    - a. The calculated density will be initially rounded off to the nearest tenth (0.x).
    - b. A resulting density that includes a fractional result between 0.1 and 0.5 will be rounded up to 0.5.
    - c. A resulting density that includes a fractional result between 0.6 and 0.9 will be rounded up to the next whole integer.
  3. Where articles are unitized on lift truck pallets, platforms, racks or skids, the pallet, platform, rack or skid constitutes the shipping package, or a part thereof, and must be included in the computation of density.
  4. On a single handling unit of less than one cubic foot, it shall be rated at one cubic foot.

**Part 2 – Dimension Adjustments**

1. Carrier reserves the right to adjust dimensions to the values shown when any of the following conditions are present:
  - a. A vertical dimension (height) of 96 inches will be used in determining the cube of any handling unit on top of which other freight cannot be loaded due to any of the following conditions:
    - i. The nature of the article(s) within the handling unit;
    - ii. Packaging, or lack thereof, used within the handling unit;
    - iii. Handling units where the articles are “pyramided” or “rounded off”;
    - iv. Instructions on the bill of lading, or provided by the consignee, indicating other freight cannot be loaded on top of the handling unit;

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- v. The actual vertical dimension (height) is in excess of 60 inches.
- b. A width of 96 inches will be used when the actual width of the handling unit exceeds 72 inches.
- c. A width of 96 inches, a height of 96 inches and a length based on the linear feet of trailer occupied will be used when either of the following conditions are met:
  - i. Unitized shipments or non-unitized shipments that are loaded in such a manner that determining the cube of each handling unit is impractical;
  - ii. Shipments tendered in a manner such that any required transfer of the shipment is impractical.

**Part 3 – Rate Application**

1. It will be the responsibility of the shipper to list the weight of each commodity and the dimensions of each handling unit on the bill of lading or shipping instructions as provided in Part 1 above when the shipment is tendered to Carrier.
2. All rates and other charges are based upon the density calculated in Part 1 and the total weight of the shipment.
3. Total weight of the shipment will be shown on the original bill of lading when tendered to Carrier at the time of shipment.
4. Carrier reserves the right in its sole and unlimited discretion to verify the information furnished and make corrections when errors, omissions, or discrepancies are found. Where a dimension is omitted on the bill of lading, and the Carrier is unable to determine the actual measurement, one or more of the following default measurements will be utilized for the omitted dimension – Length = 120 inches, Width = 96 inches, Height = 96 inches.
5. Rates are stated in dollars and cents in lawful currency of the United States of America.
6. Where rates are provided for articles named herein, the same rate will be applicable on parts of such articles, when so described on the bill of lading.
7. When two or more freight rates are named for the carriage of goods of the same descriptions, and the application is dependent upon the quantity of the goods shipped, the charges assessed against the smaller shipment shall not exceed those of any larger quantity.
8. A corrected bill of lading or letter of authorization to change dimensions or density will not be accepted after the shipment has been tendered for delivery.

**Part 4 – Density-to-Class Conversion**

1. In the event the “Bill To” party and the Carrier have previously agreed to a rating structure based on class, but handling unit dimensions are provided on the bill of lading in lieu of class, Carrier will convert the density of the shipment, as calculated in Part 1, to a class using Table 645, below.
2. Furthermore, the density/class relationships set forth in the conversion table presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different weight in determining the appropriate class.
3. Liability will be limited by Item 166, Part 2.
4. The invoice will indicate when the rates have been determined using a density-to-class conversion.

**Part 5 – Class-to-Density Conversion**

1. In the event the “Bill To” party and the Carrier have previously agreed to a rating structure based on density, but class is provided on the bill of lading in lieu of handling unit dimensions, Carrier will convert each indicated class to a density value using Table 645. The density value utilized for each class will be the lower limit of each density range shown for each class.
2. Should the bill of lading contain more than one classification, the weight of the items for each classification will be multiplied by the converted density value for each classification. The sum of these values will be divided by the total weight of the shipment to determine the average density for the shipment. The average density calculated will be rounded based on the rules outlined in Part 1 of this Item.
3. Furthermore, the density/class relationships set forth in the conversion table presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different weight in determining the appropriate density.
4. Liability will be limited by Item 166, Part 14.
5. The invoice will indicate when the rates have been determined using a class-to-density conversion.

Table 645 – Density Conversion					
Range of Shipment Density (in PCF)	Class for Rating Purposes	Range of Shipment Density (in PCF)	Class for Rating Purposes	Range of Shipment Density (in PCF)	Class for Rating Purposes
Less than 1	500	6 but less than 7	150	13.5 but less than 15	77
1 but less than 2	400	7 but less than 8	125	15 but less than 22.5	70
2 but less than 3	300	8 but less than 9	110	22.5 but less than 30	65
3 but less than 4	250	9 but less than 10.5	100	30 but less than 35	60

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4 but less than 5	200	10.5 but less than 12	92.5	35 but less than 50	55
5 but less than 6	175	12 but less than 13.5	85	50 or greater	50

**Item 645-1 Fuel Surcharge on Density-Based Rated Shipments**

All charges for line haul transportation resulting from density based rates named in tariffs, contracts, or other agreed pricing provisions, making reference to this tariff are hereby, or will, on their effective dates be increased as provided below. 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 subject to the percentage increase as provided below.

Fuel Price at Least	Fuel Surcharge on Density Based Rated Shipments	Fuel Price at Least	Fuel Surcharge on Density Based Rated Shipments	Fuel Price at Least	Fuel Surcharge on Density Based Rated Shipments	Fuel Price at Least	Fuel Surcharge on Density Based Rated Shipments
199	10.90%	271	14.50%	343	18.10%	415	21.70%
205	11.20%	277	14.80%	349	18.40%	421	22.00%
211	11.50%	283	15.10%	355	18.70%	427	22.30%
217	11.80%	289	15.40%	361	19.00%	433	22.60%
223	12.10%	295	15.70%	367	19.30%	439	22.90%
229	12.40%	301	16.00%	373	19.60%	445	23.20%
235	12.70%	307	16.30%	379	19.90%	451	23.50%
241	13.00%	313	16.60%	385	20.20%	457	23.80%
247	13.30%	319	16.90%	391	20.50%	463	24.10%
253	13.60%	325	17.20%	397	20.80%	469	24.40%
259	13.90%	331	17.50%	403	21.10%	475	24.70%
265	14.20%	337	17.80%	409	21.40%	481	25.00%

Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the DOE Diesel Fuel Price Index is at least 115 cents per gallon.

Note 2 The term line haul charge referred to herein applies to all charges other than accessorial charges.

Note 3 Shipments will be subject to a fuel surcharge based on a weekly fuel price index. The index shall be the Department of Energy's National Average Diesel Fuel Price Index after 4:00 PM on Monday of each week. The Index may be obtained directly from the DOE by calling (202) 586-6966 each Monday afternoon. Any surcharge adjustments to the US On-Highway Diesel Fuel Price made on Monday will take effect the following Wednesday. If Monday falls on a Holiday, the index for the next Business Day that is not a holiday will be used to determine the applicable fuel surcharge.

Note 4 For each six cent (\$0.06) increase over 481 cents in the DOE Diesel Fuel Price Index, the fuel surcharge will increase by an additional 0.3% on LTL shipments. For each six cent (\$0.06) decrease below 199 cents in the DOE Diesel Fuel Price Index, the fuel surcharge will decrease by 0.3%. When the DOE Diesel Fuel Price Index falls below 115 cents, the fuel surcharge will not apply.

**Item 647 Appointment and Notification of Arrival**

- Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment. If a shipment cannot be tendered for delivery, notice of undelivered freight will be provided under the terms of Item 345.
- When Carrier is requested or required on the bill of lading or other shipping instructions received by Carrier to provide a notification of arrival to the consignee as a condition necessary for delivery, under any of the following situations, a service charge will be assessed:
  - Carrier must contact consignee for a delivery appointment, or
  - Carrier must make arrangements for customer pickup at Carrier's service center, or
  - Carrier must provide written notice concerning the arrival of a shipment.
- Notification of arrival will be given to the consignee no later than the next Business Day following the arrival of the shipment at Carrier's destination service center.
  - The notice will normally be given by telephone or electronic form such as email.
  - In the case of notification by email, the notification will be considered received by the addressee at the time of transmission.
  - Based on instructions received, shipments not deliverable the next Business Day after notification will be subject to storage charges as outlined in Item 910.

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4. The following per shipment service charge will be assessed:

\$50.00

Note: The service charge is not applicable when the consignee is located at a Residence (Item 753) or a location identified as having limited access (item 755).

5. Use of Email Addresses and Telephone Numbers Supplied by Shipper:

By providing to Carrier the email address or telephone number of a consignee or associated addressee for a shipment ("Shipment Contact(s)"), the shipper acknowledges and agrees that Carrier may send notifications related to the delivery of such shipment to the shipment's associated Shipment Contact(s) and may use such Shipment Contact(s) in accordance with the Privacy Notice in effect at the time of shipping, to the extent permitted by law. The Privacy Notice is published on TFI's website at <https://tfiintl.com/en/terms-of-use/>. The shipper warrants that (i) informed and specific consent, in compliance with all applicable laws, rules, and regulations (including, where applicable, of the jurisdiction of the consignee's domicile), has been secured from the individual associated with each Shipment Contact to receive notifications from Carrier related to the delivery of such shipments and for use by Carrier of the Shipment Contact(s) in accordance with the Privacy Notice in effect at the time of shipping, to the extent permitted by law and that (ii) the Shipment Contact(s) is accurate and is controlled by the consignee or associated addressee for the shipment with which it is associated. Shipper will store such consents and, upon request by Carrier, make available such consents to Carrier.

The Shipper shall defend, indemnify, and hold harmless Carrier, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from and against any and all liability, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with damages arising out of or resulting from any breach of the warranties in the previous paragraph.

**Item 670      Extreme Length / Over Dimension Freight**

1. Shipments containing one or more articles that equal or exceed 8 feet in any dimension, but are less than 12 feet in any dimension, shall be subject to the following charge in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill:  
\$250.00 per shipment
2. Shipments containing one or more articles that equal or exceed 12 feet in any dimension, but are less than 20 feet in any dimension, shall be subject to the following charge in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.  
\$450.00 per shipment
3. Shipments containing one or more articles that equal or exceed 20 feet in any dimension, shall be subject to the following charge in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.  
\$1000.00 per shipment
4. Shipments containing one or more articles that exceed 25 feet in any dimension may be returned by Carrier to the shipping point if the configuration of the commodity cannot be handled with reasonable dispatch safely within Carrier's network.
5. The charge in this Item will not apply on shipments that are subject to:
  - a. Item 390 Capacity Load
  - b. Item 575 Cubic capacity and density
  - c. Item 470 Exclusive use rate
  - d. Item 890 Volume rates and charges

Note 1 Not applicable on Expedited shipments (as defined in Item 822) moving "out-of-network."

Note 2 Shipments containing handling units with a dimension greater than 10 feet are subject to prior authorization by Carrier. See Item 780, Part 1A.

Note 3 Shipments containing handling units subject to this rule will be rounded down to the nearest whole number (example 8 feet 11 inches will be rounded to 8 feet).

**Item 680      Packaging Requirements and Carrier Liability -Exception to NMFC item 680**

1. It is the responsibility of shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped and cushioned for transportation. Where customer pricing is dependent on packing requirements those rates or ratings will apply only when the commodities are packed in accordance with such packing requirements. 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

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requirements. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply. Where packing requirements are not provided in the NMFC, the shipment will be subject to Item 640 where density rates will apply.

2. Unless otherwise provided, commodities in a shipping container (excluding commodities in containers within containers) shall be accepted by Carrier to be in compliance when filled to not less than 65% of the capacity of the container. Where the commodities are filled to less than 65% of the container's capacity, the gross weight of the container and its contents and the measurements of the container will be used to determine the density of the container. The container will be rated at the applicable class shown in Item 640, above.
3. Carrier will not be liable for, nor shall any adjustment, refund or credit of any kind be made to shipper, consignee or any third party with an interest in the shipment as a result of any loss, damage, destruction, or misdelivery (including misinformation accompanying the shipment) caused by any of the following:
  - a. Insufficient packing, securing, marking or labeling of shipment.
  - b. Damage or loss of articles packaged and sealed by shipper or a third party acting on shipper's instructions, where the seal is unbroken at the time of delivery, the shipment retains its basic integrity, and the consignee accepts the shipment without noting the damage on the delivery record.
  - c. Allegation of damages indicated solely by reliance on any instrument attached to or shipped with the commodities that measure and record vibration, temperature, impact, or other physical characteristic.
  - d. Shipper's failure to ship goods in packaging approved by Carrier prior to shipment where such prior approval is recommended or required.
  - e. Damage to general shipping containers whose outer finish might be damaged by adhesive labels, soiling or marking incidental to transportation.
  - f. For shipments of food, food-related products, medical supplies, cosmetics, toiletries, or drugs for human or animal consumption or use, shipper is responsible for ensuring that packaging is sufficient to protect such goods from damage due to prolonged exposure to sunlight, heat, cold or precipitation or co-loading with shipments of chemicals, food or other products in the normal course of LTL handling and transportation. Shipper is also responsible for ensuring packaging meets all applicable FDA requirements.

**Item 700        Permits**

When Carrier is required or requested to obtain a special permit, the payer of the freight charges will reimburse Carrier for the cost of the permit plus the following administrative fee:

\$175.00 per permit

**Item 721        Collection of Charges – Collection Fee for Nonpayment or Late Payment**

1. When credit has been extended by Carrier, all transportation charges shall be paid in full within 15 days of presentation by Carrier of the freight bill in accordance with Item 140, "Collection of Charges – Extension of Credit."
2. Payments not made within 30 days of presentation of the freight bill shall be considered delinquent. Pursuant to Title 49, Article 13707 and CFR Part 377.203, notice shall be given by Carrier that failure to pay within the authorized credit period will require Carrier, before extending credit again, to determine whether the customer will comply with the credit regulation in the future. Any party involved in the movement shall remain severally liable for transportation charges incurred, with the sole exception being the non-recourse provisions of the bill of lading contract, regardless of any agreement between them with respect to the party responsible for the freight charges incurred.
3. In the event payment is not made in accordance to the terms established with the customer and Carrier deems it necessary to retain the services of a collections agency and/or legal counsel to collect any outstanding indebtedness, the customer will be responsible for payment of all costs of collection, including reasonable administrative costs, collection agency fees and attorney's fees. In addition a service charge of 1.5% per month (or fraction thereof) will be assessed and due on the unpaid balance, beginning at the time the receivable is placed with the collections agency and/or legal counsel and will end when payment of the amounts due hereunder have been received by Carrier or its agents.
4. All action or proceedings initiated by Carrier for the collection of freight charges owed by the shipper, customer, consignee, or Third Party involved in the movement shall be brought in the federal or state court with appropriate jurisdiction over the subject matter established or sitting in that state. The parties will not raise, and hereby waive, any defenses based on the venue, inconvenience of forum, lack of personal jurisdiction, sufficiency of service, of process or the like in any cause of action or suit brought in the sitting State.
5. Carrier may provide trade credit information on its customers to commercial reporting agencies.

**Item 725        Pickup or Delivery – Special Equipment**

1. Either the shipper or consignee may request flatbed service, and where Carrier is able to make arrangements for equipment and driver, the following provisions will apply:
  - a. Flatbed service will be arranged according to the specifications provided to Carrier through its truckload brokerage affiliate.

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- b. The bill of lading shall clearly note "Flatbed Service" and reference the number of flatbed trailers and drivers required, and any other equipment necessary for the transportation service.
- c. The charge applied will be determined on a spot quote basis, subject to the terms and conditions of the quote.
2. The LTL Division of TForce Freight does not provide forklift or flatbed service. When requested, all inquiries will be forwarded to the truckload brokerage affiliate.

**Item 750 Pickup or Delivery – General**

Rates include one pickup and loading, line haul, and one delivery and unloading or one tender for delivery of a shipment (See Item 570 for Impractical Operations), performed under reasonable dispatch during normal Business Hours (See Item 754 for Pickup or Delivery Service - Saturdays, Sundays, Holidays, or non-Business Hours), subject to the following provisions:

**Part 1 – Placement of Vehicle for Loading or Unloading**

At the request of the shipper, Carrier will furnish and place a vehicle at the loading site designated. The delivery of a shipment will include the placing of vehicle at the site designated by the consignee.

**Part 2 – Loading and Unloading by Carrier**

1. Freight tendered for loading must be situated to be directly accessible to the vehicle (Note 1), or it shall be immediately adjacent to a parking space (see Item 566 for handling freight not adjacent to the vehicle).
2. Carrier will furnish only one person per vehicle for loading (see Item 560 - Extra Labor if requested).
3. Carrier will not be obligated to receive and load freight that may be liable to damage or adulterate other freight or its equipment.
4. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Item 566 for Inside Pickup or Delivery).
5. Carrier will furnish only one person per vehicle for unloading (see Item 560 – Extra Labor).

**Part 3 – Restrictions on Loading or Unloading by Carrier**

1. Shipments must be tendered to Carrier in consigned lots. Loading or unloading service by Carrier does not include assembling, packing, unpacking, dismantling, inspecting, de-palletization, sorting or segregating freight, except as provided in this Item and Item 751.
2. Loading or unloading service does not include furnishing by Carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling, or placing freight in position. When such equipment is required in loading or unloading, the shipper or the consignee will furnish the necessary equipment and the trained labor to operate such equipment at its expense and will also assume responsibility for safe loading or unloading.
3. Unloading service includes sorting or segregating the freight for the purpose of determining that the proper freight is being delivered to the consignee or to determine the extent and identity of shortages, damages, or overages as may have been ascertained by Carrier employee.
4. When freight is tendered in lots according to size, brand, flavor, or other distinguishing characteristics and so identified on the bill of lading or accompanying papers, delivery service includes tender in the same manner, including placement of segregated lots on the platform dock, conveyor, pallets, dolly, buggy, or similar device provided by the consignee for receipt of freight within or adjacent to the vehicle, except as provided in Paragraph 2 of Item 751.
5. Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

**Part 4 – Loading by Shipper or Unloading by Consignee**

The shipper or consignee may elect to waive the loading or unloading of freight by the Carrier by performing same at his own expense.

**Part 5 – Waiver of Delivery Receipt**

When shipper or owner has made written arrangements with 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 and left unattended at the place designated. Carrier will unload the shipment providing the terms and conditions or rates do not specifically require the consignee to perform the service. Carrier will not be responsible for any loss or damage after delivery has been made or for any damage to the freight, property, or personal injury arising out of acts or omissions after delivery was completed.

**Part 6 – Heavy or Bulky Freight – Loading or Unloading (See also Item 725)**

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 shipments:

1. Weighs 110 lbs. or less, Carrier will perform the loading and/or unloading.
2. Weighs more than 110 lbs., but less than 500 lbs.:

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- a. Carrier will perform the loading and/or unloading where the shipper and/or consignee provides a dock, platform or ramp directly accessible to the vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. Where the shipper and/or consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the shipper and/or consignee in loading and/or unloading.
- b. Carrier will perform the loading and/or unloading where the shipper and/or consignee provides a dock, platform or ramp directly accessible to the vehicle, if 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 shipper and/or consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the shipper and/or consignee in loading and/or unloading.
3. Weighs 500 lbs. or more, the shipper will perform the loading and the consignee will perform the unloading. On request of shipper or consignee, the truck driver will assist in loading or unloading.
4. Exceeds 8 feet in its greatest dimensions or exceeds 4 feet in each its greatest and intermediate dimension, the shipper will perform the loading and the consignee will perform the unloading. On request of shipper or consignee, the truck driver will assist in loading or unloading.

Note 1 Freight shall be considered to be immediately adjacent to a space suitable for loading or unloading if separated only by an intervening public sidewalk or such comparable distance.

Note 2 Loading includes stowing and counting of the freight in or on the vehicle. Unloading includes the counting and removing of the freight from the position in which it is transported in or on the vehicle.

**Item 751          Sorting and Segregating of Shipments or Transfer of Shipments Loaded on Pallet(s), Platform(s), Rack(s), Skid(s), or Other Similar Devices on Delivery**

1. Loading and unloading services do not include any of the following services:
  - a. Sort or Segregate shipments by size, brand, flavor, or other distinguishing characteristics.
  - b. Assembling freight at origin or at destination in such a manner to create a shipment.
  - c. Inspecting, dismantling, packing, unpacking of any freight.
  - d. When the product terms of sale requires a shipment be sorted or segregated in any manner, but the shipper fails to tender the shipment in that manner.
2. Any request for such service shall be subject to the following service charge:

\$1.45 per package/piece or \$3.85 per CWT, whichever is greater,  
\$155.00 minimum charge per shipment
3. Charges for these services shall be the responsibility of the party requesting the service, and if uncollectible, Carrier reserves the right to assess the charges against the payer of the freight charges. In all cases, the responsibility for payment of these charges will be irrespective of whether the shipment is prepaid or collect.
4. No sorting or segregating charge will apply when:
  - a. 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.
  - b. The shipment tendered to Carrier on pallet(s) and delivery in the same palletized manner in which the freight was tendered to Carrier.

**Item 752          Pickup or Delivery – Lumper Service**

When Carrier is required to utilize a lumper service to load or unload freight from or onto Carrier's vehicle, other than at a Grocery Warehouse (see Item 582), Carrier will assess the following fee to the payer of the freight bill unless payment has been guaranteed to the satisfaction of Carrier by another party. Charges for sorting and segregating as described in Item 751 will not apply if lumper services apply.

\$2.50 per CWT,  
\$55.00 minimum charge per shipment

**Item 753          Pickup or Delivery – Residences**

1. Before attempting pickup or delivery at a Residence, Carrier will determine that its equipment may legally operate in the municipality or locality, subject to existing zoning, weight, and height restrictions of commercial vehicles.
2. If pickup or delivery to the particular Residence is allowed, then before attempting pickup or delivery at the Residence, Carrier must reach agreement with the consignor or consignee regarding the date and approximate time of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:



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- a. Pick up or Delivery will be made to the building ground floor entrance, garage entrance, or carport for the consignor or consignee.
- b. In the case of delivery the shipment may be delivered to the address on the bill of lading or may be picked up by the consignee at Carrier's terminal.
- c. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
  - 1) The shipment weight, number of packages, and payment requirements.
  - 2) Additional services that may be available and the respective charges, including pickup or delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and Lift Gate services (Item 892).
3. When Carrier is requested or required to arrange for pickup or delivery service at a Residence the additional charge in Table 753 will apply:

<b>Table 753</b>	Postal Codes other than the NYC Metro Area	Postal codes defined as the NYC Metro Area
Per CWT	\$12.50	\$13.65
Minimum per shipment charge	\$195.00	\$195.00
Maximum per shipment charge	\$680.00	\$680.00

4. In the case of delivery, the charge in paragraph 3 will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647 and assessed to the party requiring the additional notice.
5. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges.
6. On shipments moving on Government Bills of Lading the charges will be collected from the U.S. Government.
7. If a shipment cannot be delivered, Carrier will make a diligent effort to notify the consignor promptly that the shipment is in storage and the reason therefore.
8. The additional charge for pickup or delivery service at a Residence will apply if either the delivery address entered in Carrier's systems or the actual delivery address is considered a Residence (regardless of a shipper's designation of the address as commercial or non-residential).

**Item 754 Pickup or Delivery – Saturdays, Sundays, Holidays or Non Business Hours**

1. When shipper or consignee requests pickup or delivery on a Saturday, Sunday, Holiday, or during non-Business Hours (See Item 120), the service will be subject to the following charge per labor hour (or fraction thereof), in addition to all other applicable charges:

\$221.00 per person per hour, or fraction thereof,  
\$700.00 minimum charge per person per day

2. Time shall be computed upon notification by the driver to the representative of the shipper or consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Shipper or consignee may request Carrier to place or pickup empty trailer(s) on Saturdays, Sundays, Holidays, or during non-Business Hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday, or occurs during normal Business Hours. The charges for this service will be as indicated in paragraph 1 above.
4. A request for pickup or delivery service on a Saturday, Sunday, Holiday, or during non-Business Hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-Business Hours even if requested on the bill of lading.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made.

Note: Not applicable on Expedited shipments (as defined in Item 822) moving "out-of-network."

**Item 755 Pickup or Delivery – Limited Access Locations**

1. Before attempting pickup or delivery at limited access locations, Carrier must reach agreement with the consignor or consignee regarding the date and time (approximate) of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
  - a. The shipment may be delivered to the address on the bill of lading or may be picked up by the consignee at Carrier's terminal.
  - b. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
    - 1). The shipment weight, number of packages and payment requirements.
    - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and lift gate services (Item 892).

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2. When Carrier is requested or required to arrange for a pickup or delivery at a location with limited access, the following charge shall apply:

\$165.00 per shipment
3. In the case of delivery, the charge provided for in this Item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647 and assessed to the party requiring the additional notice.
4. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. The charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.
5. The term Limited Access Locations includes, but is not limited to the following:
  - a. Churches and all houses of worship
  - b. Commercial establishments not open to the walk in public during normal Business Hours
  - c. Construction sites (see Note 2)
  - d. Fairs, carnivals
  - e. Farms and ranches
  - f. Individual (Mini) storage units
  - g. Military bases / installations
  - h. Mine sites (see Note 3)
  - i. National parks
  - j. Oil fields (see Note 4)
  - k. Prisons or other correctional facilities
  - l. Schools with no loading dock
  - m. Other similar locations where pickup or delivery is restricted or limited (see Item 753 for Residences).

Note 1 Not applicable on Expedited shipments (as defined in Item 822) moving "out-of-network."

Note 2 **Construction site** is the site of any construction of buildings, roads, bridges, or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses, or similar facilities) located on such property.

Note 3 **Mine site** is 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 a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

Note 4 **Oil field** is the site of any pit, excavation, shaft, deposit (including tar/oil sand), or rigging at which crude oil, natural gas or other fossil fuel is, has been, or will be extracted. Such site or oil field shall include the entire property upon which the site is located, and delivery to any facility (such as, but not limited to, field warehouses, field deposits, field supply house, or similar receiving facilities) located on such property will be considered as delivery to an oil field. On shipments involving stop offs, charges apply to each portion of the shipment delivered to an "oil field" site.

**Item 756 California Compliance Surcharge (High Cost Service Area Surcharge)**

Shipments that originate from or are destined to the state of California are subject to a surcharge in addition to all other applicable charges. The following charge will apply:

\$ 16.00 per shipment

The surcharge will apply once on intra-California shipments, where both the origin and destination are within the state of California, and will not apply on shipments moving under a volume or spot quote (see Item 890 – Spot Quote).

**Item 757 High Cost Service Area Surcharge**

**Part 1** Shipments destined to the following ZIP Codes will be subject to a per shipment surcharge where the customer base rate is other than UPGF 500, 505, 525, 560, 570, and 580 effective May 1, 2006 or later, or OVNT 560 and OVNT 525 base rates effective June 7, 2004 or later. This surcharge will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharge will be billed to and shall be the responsibility of the party who is responsible for payment of the line haul freight charges.

\$68.00 per shipment

**CA – San Francisco Peninsula area having 5 digit postal codes:** 94002, 94005, 94010, 94014, 94015, 94025, 94027, 94028, 94030, 94044, 94061-94063, 94065, 94066, 94070, 94080, 94102-94105, 94107-94112, 94114-94118, 94121-94134, 94143, 94401-94404

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**CA – Los Angeles Greater Downtown & Hollywood area having 5 digit postal codes:** 90004-90005, 90010, 90012-90017, 90020, 90024-90029, 90035-90036, 90038, 90045-90046, 90048-90049, 90064, 90066-90069, 90071, 90077, 90096, 90210-90212, 90230-90232, 90263, 90265, 90272, 90291-90296, 90401-90405

\$68.00 per shipment

**DC – Washington Metro area 3 and 5 digit postal codes:** 3 digit – 200, 202, 203, 204, 205; 5 digit – 20113, 20120, 20121, 20124, 20164-20167, 20170-20172, 20190-20194, 20196, 22027, 22030-22038, 22040-22046, 22066, 22067, 22081, 22101-22103, 22107-22109, 22124, 22180-22182, 22185, 22201-22210, 22213-22219, 22301-22332

\$75.00 per shipment

**IL - Chicago Loop area 5 digit postal codes:** 60601-60606, 60611, 60661, 60664, 60670, 60680-60681

\$68.00 per shipment

**MA - Boston Metro area having 5 digit postal codes:** 02108-02145, 02152, 02163, 02201, 02203-02207, 02210-02212, 02215-02217, 02222, 02445-02447

\$42.00 per shipment

**NC – Outer banks Communities 5 digit postal codes:** 27915, 27920, 27936, 27943, 27953, 27968, 27972, 27978, 27982

\$58.00 per shipment

**TX – Houston area having 5 digit postal codes:** 77001-77011, 77019, 77020, 77026

\$55.00 per shipment

**WA – Greater Seattle and Tacoma having 3 digit and 5 digit postal codes:** 3 digit - 980 (except 98070), 981, 983 (except 98303), 984; 5 digit - 98208, 98213, 98224, 98251, 98256, 98272, 98275, 98288, 98290, 98291-98296, 98501-98503, 98506-98509, 98511-98513, 98516, 98524, 98528, 98540, 98546-98548, 98555-98558, 98576, 98580, 98584, 98588, 98589, 98592, 98597, 98599

**Part 2** Shipments destined to the following ZIP Codes will be subject to a per shipment surcharge regardless of the customer base rate. This surcharge will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharge will be billed to and shall be the responsibility of the party who is responsible for payment of the line haul freight charges.

\$65.00 per shipment

**CA – Northern postal codes:** 95422, 95437, 95451, 95453, 95460, 95501, 95503, 95519, 95521, 95531, 95540

\$300.00 per shipment

**CA – Remote California postal codes:** 95720, 95915, 95916, 95978, 95980, 96006, 96010, 96014, 96023, 96027, 96031, 96032, 96034, 96037, 96038, 96039, 96041, 96044, 96046, 96048, 96050, 96057, 96058, 96064, 96068, 96085, 96086, 96091, 96108

\$85.00 per shipment

**CO – Distant Colorado postal codes:** 80117, 80433, 80536, 80611, 80729, 80740, 80757, 80758, 80801, 80812, 80824, 80860, 81036, 81071

\$85.00 per shipment

**ID –Distant Idaho postal codes:** 83826, 83853

\$150.00 per shipment

**ID-Extended Idaho postal codes:** 83542, 83547, 83549, 83554, 83812, 83874, 83802, 83808, 83525, 83827

\$110.00 per shipment

**LA – postal codes:** 70525, 70546, 70631, 70648

\$85.00 per shipment

**MT – Distant Montana postal codes:** 59018, 59021, 59027, 59030, 59032, 59052, 59055, 59065-59067, 59071, 59075, 59076, 59082, 59086, 59211, 59218, 59222-59223, 59231, 59240-59243, 59245, 59250, 59258-59261, 59263, 59315, 59322, 59338, 59412, 59421, 59424, 59430, 59446, 59450, 59457, 59461, 59465, 59472, 59480, 59521, 59632, 59633, 59640, 59644, 59648, 59713, 59716, 59728, 59731, 59752, 59758, 59760, 59820, 59823, 59826-59827, 59829-59831, 59836, 59842, 59844-59846, 59848, 59853, 59854, 59856, 59859, 59866-59868, 59871-59874, 59911, 59913-59921, 59925-59927, 59929-59934, 59936

\$115.00 per shipment

**MT – Extended Montana postal codes:** 59038, 59053, 59058, 59083, 59085, 59212, 59219, 59244, 59252, 59253, 59256, 59273, 59274, 59275, 59312, 59314, 59324, 59336, 59343, 59351, 59354, 59471, 59479, 59489, 59529, 59542, 59544, 59545, 59601, 59639, 59641, 59642, 59645, 59843, 59875, 59928

\$240.00 per shipment

**MT – Remote Montana postal codes:** 59012, 59020, 59034, 59035, 59039, 59062, 59077, 59078, 59081, 59221, 59224, 59225, 59276, 59311, 59316, 59317-59318, 59332, 59341, 59345, 59353, 59441, 59447, 59463, 59469, 59524, 59527, 59537, 59546

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\$50.00 per shipment

**ND – Western North Dakota 5 digit postal codes:** 58443, 58562, 58601, 58602, 58620-58623, 58626-58630, 58632-58634, 58639-58643, 58645-58656, 58718, 58755, 58757, 58763, 58769, 58773, 58776, 58784, 58794, 58795, 58801, 58802, 58830, 58831, 58835-58856

\$88.00 per shipment

**NYC Metro Area as defined having 5 digit postal codes:** 10001-10299; 10301-10314; 10451-10475; 11101-11109, 11120, 11201-11256; 11351-11386, 11411-11436

\$25.00 per shipment

**OK – Distant Oklahoma postal codes:** 73056, 73061, 73063, 73073, 73757, 74016, 74017, 74019, 74023, 74026, 74028, 74032, 74056, 74058, 74062, 74079, 74084, 74085, 74301, 74330-74332, 74342, 74343, 74346, 74347, 74349, 74350, 74352, 74364-74367, 74369, 74370, 74633, 74637, 74650, 74652, 74824, 74829, 74834, 74860, 74864, 74869

\$85.00 per shipment

**OR – postal codes:** 97002, 97004, 97009-97011, 97013, 97014, 97016-97023, 97026, 97028, 97031, 97032, 97036, 97038-97042, 97044, 97045, 97048, 97049-97051, 97053, 97055, 97056, 97058, 97065, 97067, 97070, 97071, 97101, 97106, 97109, 97111, 97113-97116, 97125, 97127, 97128, 97132, 97133, 97137, 97140, 97148, 97301-97312, 97314, 97317, 97325, 97338, 97342, 97346, 97351, 97358, 97360-97362, 97371, 97373, 97375, 97378, 97381, 97383-97385, 97392, 98533, 98542, 98601, 98603-98607, 98610, 98611, 98617, 98620, 98622, 98625, 98626, 98628, 98629, 98632, 98635, 98639, 98642, 98645, 98648-98651, 98671, 98672, 98674, 98675

\$75.00 per shipment

**TX – Distant Texas postal codes:** 76424, 76430, 76432, 76448, 76464, 76466, 76827, 76828, 76865, 76875, 76886, 76890, 76903, 76934, 76939, 76940, 76949, 76951, 76953, 76955, 76957, 76958, 78851, 79220, 79234, 79235, 79243, 79248, 79255, 79261, 79369, 79502, 79506, 79517, 79518, 79519, 79526, 79528, 79532, 79534, 79535, 79537, 79540, 79544, 79547, 79548, 79560, 79565, 79566, 79718, 79719, 79730, 79731, 79734, 79735, 79742, 79743, 79745, 79752, 79756, 79754, 79770, 79772, 79776, 79777, 79780, 79781, 79785, 79788, 79789, 79830-79832, 79837, 79842, 79843, 79845-79848, 79851, 79852, 79854, 79855

\$40.00 per shipment

**TX –Northern Texas postal codes:** 76437, 76443, 76471, 76801, 76803, 76804, 76821, 76823, 76834, 76857, 76861, 76878, 76882, 76901, 76902, 76904-76906, 76908, 76909, 76933, 76935, 76945, 79501, 79503, 79504, 79508, 79510, 79512, 79520, 79521, 79525, 79527, 79530, 79533, 79536, 79538, 79539, 79541, 79543, 79545, 79546, 79549, 79553, 79556, 79561, 79562, 79563, 79567, 79601-79608, 79697, 79698, 79699

\$85.00 per shipment

**WA-Distant Washington postal codes:** 99114, 99121, 99126, 99129, 99137

\$100.00 per shipment

**WA-Extended Washington postal codes:** 98844, 99105, 99157, 99160, 99401

\$150.00 per shipment

**WA-Extended Washington postal codes:** 98859, 99138, 99140, 99146,

\$50.00 per shipment

**WY – postal codes:** 82630, 82930, 82937, 83101, 83124

\$85.00 per shipment

**WY-Distant Wyoming postal codes:** 82501, 82513

\$115.00 per shipment

**WY-Extended Wyoming postal codes:** 82190, 82219

\$240.00 per shipment

**WY-Remote Wyoming postal codes:** 82063, 82222, 82224, 82227, 82229, 82242, 82310, 82321, 82323, 82332, 82520

**Item 758 Pickup or Delivery – US Domestic Islands**

Shipments picked up at or delivered to the 5-digit postal codes shown in Table 758 below will be subject to the additional pickup or delivery charges noted below in addition to all otherwise applicable charges.

<b>Table 758</b>		
<b>Location</b>	<b>Postal Code</b>	<b>Charge</b>
Martha's Vineyard and Nantucket, MA	02535, 02539, 02552, 02554, 02557, 02564, 02568, 02575, 02584	\$135.00
Islesboro, North Haven, Vinalhaven, ME	04848, 04853, 04863	\$135.00
Shelter Island, NY	11964, 11965	\$135.00
Ocracoke, NC	27960	\$135.00
Florida Keys	33001, 33036, 33037, 33040, 33042, 33043, 33050, 33051, 33052, 33070	\$135.00

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Sanibel, Captiva, Boca Grande Island, FL	33921, 33924, 33957	\$135.00
Harsens Island, Beaver and Drummond, MI	48028, 49726, 49757, 49782	\$135.00
Washington Island, WI	54246	\$75.00
Catalina Island, CA	90704	\$98.00
Washington State Islands	98070, 98221 (except Anacortes), 98222, 98243, 98245, 98250, 98261, 98262, 98279, 98280, 98281, 98286, 98297, 98303	\$142.00

**Item 765      Precedence of Rates - Exception to NMFC item 765**

The provisions of Item 765 of the NMFC will apply, with the following additions:

1. Unless otherwise provided, when Pricing Provisions are published in this tariff or in any other tariffs published by Carrier, such Pricing Provisions will be applied in the following order of precedence:
  - a. For prepaid Shipments:
    - 1) Pricing Provisions published for the account of the shipper will take precedence over all other Pricing Provisions
    - 2) For purposes of applying this Item, if the shipper and the bill-to party are affiliated, the shipment will be considered prepaid. If the consignee and the bill-to party are affiliated, the shipment will be considered collect regardless of how the shipment is identified on the bill of lading.
  - b. For collect Shipments:
    - 1) Inbound collect Pricing Provisions published for the account of the consignee will take precedence over all other Pricing Provisions.
    - 2) If there is no inbound collect Pricing Provisions published for the account of the consignee, the outbound collect Pricing Provisions published for the account of the shipper will apply, unless the shipper's Pricing Provisions do not apply on outbound collect shipments.
  - c. For Third Party shipments (applies when the bill of lading indicates a party other than the shipper, consignee or the shipper or consignee freight payment processor as the payer of the freight charges):
    - 1) Pricing Provisions published for the account of the Third Party ("Third Party Pricing Provisions") will take precedence over all other pricing provisions.
    - 2) Third Party Pricing Provisions will apply only when the Third Party is neither the shipper nor the consignee.
    - 3) All Third Party shipments must be prepaid.
    - 4) When the bill of lading shows freight terms as prepaid with instructions for Third Party billing and the Third Party is the same as the consignee or the consignee's freight payment processor, the terms will be changed to collect with billing to the consignee or the consignee's freight payment processor.
2. Where no specific account or general application pricing applies, shipments handled by Carrier will be class rated in accordance with UPGF 560 series or UPGF 525 series base rate tariffs.
3. Pricing established for a specific level of service (such as Guaranteed, Trade Show, Expedited, volume / Spot) will take precedence over the otherwise applicable pricing.

**Item 769      Prepayment or Guarantee of Charges**

1. A prepaid shipment is one on which the charges are to be paid by the shipper.
2. A collect shipment is one on which the charges are to be paid by the consignee.
3. A shipment on which charges are to be paid by a party (does not include paying agents) other than the shipper or consignee will be accepted provided that the shipper has established credit with Carrier and guarantees to pay all lawful charges if the third party fails to do so. Third party shipments will not be accepted if the shipper executes Section 7 of the bill of lading. If the shipper executes Section 7 and the shipment is inadvertently accepted, the shipper will remain liable for the freight charges and Section 7 of the bill of lading terms and conditions will not apply.
4. If in the judgment of Carrier the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
5. Unless otherwise agreed to by Carrier, freight charges must be prepaid on all shipments consigned to or in care of seasonal amusement parks, trade shows, traveling shows, fairs or exhibitions, or other non-permanent activities of a similar nature.
6. All freight and accessorial charges on shipments consigned to federal, state, county, or local governmental bodies or agencies, including schools, must be prepaid or guaranteed. Except as shown in paragraph 8, shipments moving on commercial bills of lading from commercial shippers to U.S. government installations must be prepaid.
7. In the event that Carrier inadvertently accepts a collect shipment from a commercial shipper to a U.S. government installation, the shipper will be responsible for all freight and accessorial charges. If a commercial shipper indicates on a commercial bill of lading that freight charges are to be reimbursed by the government, the shipment is prepaid. The shipper must pay Carrier, and request reimbursement from the U.S. government.

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8. Shipments moving on commercial bills of lading to Exchange facilities at Army, Air Force, Navy or Marine Corps installations may be accepted collect and invoiced to those Exchange consignees. Commercial bills of lading that have been endorsed "To be converted to a government bill of lading at destination" may also be accepted on a collect basis.
9. All freight charges on shipments for export (other than to points in Canada) must be prepaid.
10. Regardless of any payment terms given to Carrier, the shipper is ultimately liable for, will be billed for, and agrees to pay all lawful charges and fees necessary for shipment delivery if the consignee fails or refuses to pay. The provisions of this paragraph are not applicable on consignee collect shipments where the shipper executes Section 7 of the bill of lading.
11. Under no circumstances will Carrier accept currency or coin as a method of payment. Drivers of Carrier, its Agents or subcontractors are not authorized to collect cash from the consignee, shipper, or a Third Party as payment for the freight charges.

**Item 780        Prohibited or Restricted Articles**

**Part 1 – Prohibited Articles:** Carrier does not transport and shipper shall not tender: (1) shipments of hazardous wastes that require or are accompanied by an Environmental Protection Agency (EPA) or state Hazardous Waste Manifest; or (2) shipments of: household goods as defined by the U.S. Department of Transportation; Hazard Class 1.1 through 1.6 explosives; commodities in bulk; live animals; poultry; articles which cannot be loaded inside a van; articles of unusual value; commodities requiring special equipment; or, commodities injurious or contaminating to other freight.

The following goods will not be accepted for shipment or as premiums accompanying other articles. Carrier will not be liable for delay, loss or damage to a shipment of any prohibited item. Shipper agrees to indemnify Carrier for any cost, fees and expenses incurred by Carrier as a result of shipper's tendering of any prohibited item listed below for shipment or where the requested transportation of any items is prohibited by or is a violation of any municipal, state or federal law or regulation. (See Note 5)

Animals - Live; or carcasses (other than lab specimens or taxidermic trophies)

Asbestos products

Automobiles (other than amusement rides or children's)

Bank bills

Carbon black or any similar product (in powder form)

Checks - not cashed and/or endorsed

Coupons - value exceeding \$1.00 per pound

Currency - U.S. paper or coins, government shipments are accepted (Note 1)

Deeds

Diagnostic specimens (to include, cultures, DNA, etc.), as described by NMFC item 101682

Etiological agents (infectious - Typhoid, Polio, etc.) over class 6.2

Explosives, gunpowder and dynamite, excluding small arms ammunition (NMFC 64300-64302) (See Part 2-paragraph 5 and Note 8)

Food (including beverages), for human or animal consumption, not completely enclosed by a container as defined by the Food and Drug Administration

Goods requiring refrigeration, freezing, or other temperature or environmental control by Carrier for food safety or otherwise – including chemicals, drugs, food (including beverages) for human or animal consumption, medicines (Refer to Item 810)

Guns - (50 mm or larger caliber; military) (see also Part 2 of this Item)

Hazardous waste (see Table 780 below and Item 565)

Human remains, fetal remains, and human body parts

Items prohibited for transportation by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country

Live insects, live specimens, or live bait

Schedule I and II Drugs, substances, and chemicals (as stated by the U.S. Drug Enforcement Administration), including marijuana as defined by 21 U.S.C. § 802(16), (including marijuana intended for medicinal use), and shipments containing Hemp, as defined in 7 U.S.C. § 1639o, when in plant form.

Items with an NMFC classification of 0 or "not taken"

Jewelry, not released to a value of less than \$5.00 per pound, including costume or novelty jewelry

Leaking or wet package, container, or drum (Note 9)

Medical waste (i.e. used needles, gloves, garments/laundry contaminated with bodily fluids)

Museum exhibits

Nitrocellulose - all types excluding Nitrocellulose membrane filters

Other inherently fragile, unique, or one-of-a-kind items, including but not limited to prototypes, etc.

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Photocopiers - new and/or used (excluding desktop multifunction printers with copying capabilities designed for personal/home use and in original manufacturer's packaging)  
 Postage stamps  
 Precious metals, including gold and silver bullion, platinum, and sterling silver  
 Precious stones  
 Radioactive materials, Level II and III  
 Tanning beds  
 Valuable papers of any kind (bonds, personnel records, etc.)  
 Vaping Products (as the term is defined at [TForceFreight.com/Tobacco](http://TForceFreight.com/Tobacco))  
 Waste (i.e. environmental, hazardous, medical, or any other that requires a waste manifest) (see Table 780 below)

<b>Table 780 - Hazardous Materials</b>		
Hazardous materials may not be accepted for transportation unless the hazardous material is properly classed, described, packaged, marked, labeled, and in condition for shipment.		
<b>Hazard Class or Division</b>	<b>Label Name</b>	<b>Except as Noted</b>
1.1	EXPLOSIVE 1.1	NONE
1.2	EXPLOSIVE 1.2	NONE
1.3	EXPLOSIVE 1.3	NONE
1.5	EXPLOSIVE 1.5	NONE
1.6	EXPLOSIVE 1.6	NONE
2.3	POISON GAS	ZONE A -1 liter or less per package ZONE B – In packaging with a capacity of less than 119 gal
6.1 (Zone A or B)	POISON (OR TOXIC) INHALATION HAZARD	ZONE A - 1 liter or less per package ZONE B – In packaging with a capacity of less than 119 gal
6.2	INFECTIOUS SUBSTANCE	NONE
7	RADIOACTIVE YELLOW – II	NONE
7	RADIOACTIVE YELLOW – III	NONE
Medical waste		NONE
Nitrocellulose, UN0342, UN2556, UN2059	4.1, 1.1, 1.3	Nitrocellulose membrane filters(UN3270)
Hazardous waste (See Item 565)		NONE
PCB's (Polychlorinated Biphenyls)		NONE
Asbestos products		NONE
Wastes		NONE
Used fluorescent bulbs and ballasts		NONE

**Part 1A – Restricted Articles Requiring Prior Authorization:** The following items can be picked up but REQUIRE written approval by Carrier prior to pickup. Such written approval can only be granted on a form authorized and signed by the Director of Operations or the Director of Ops Support. For shipments containing firearms, written authorization must also be granted by Security.

Alcoholic Beverages

Antiques - collectibles, furniture, glassware, jewelry and memorabilia (Note 3)

Any items of extreme value not immediately able to be determine

Appliances, major household appliances (including without limitation refrigerators, stoves or ranges, washers, dryers, dishwashers, etc.)

Artwork – Original or Limited editions, including but not limited to paintings, drawings, etchings, sculptures, statues, tapestries, watercolors, and artwork that is signed and numbered (Note 4)

Automobile body sections, body parts, bumpers, running boards, trim, etc. as defined and described in NMFC item 18060-18285, and not in wooden crates

Carbon black, (liquid or solid)

Fine porcelain - vases, dishes, figurines

Firearms

Fireworks

Household goods (as defined and further limited in Item 615)

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Items of freight, loose or in packages, measuring over 10' any dimension (including pallets, skids, crates, totes, drums, gaylords, cartons, bundles, coils, reels, or rolls as specified in NMFC item 235 and NMFC item 580); also see Item 670 for applicable charges

Lighting; tubes and bulbs (including, but not limited to, fluorescent, LED, incandescent, etc. )

Lottery tickets

Mattresses, with or without box springs, in all packaging types, collapsed or compressed

Custom items, not typically maintained in inventory and with no other practical use or market value beyond the immediate intended use (e.g. custom countertops, window treatments, imprinted clothing, brand specific packaging, optical fiber cable, etc.), not to include finished products of limited personalization, assembled per a customer's specifications and solely from non-customized component parts normally maintained in shipper's inventory (must be packaged per NMFC series 100 guidelines)

Metal sheets, goods, flat not in solid wooden crates

Photocopiers with or without multiple functions, designed as desktop models specifically for personal/home office use, not in original manufacturer's packaging

Printer stock, either paper or pulp board sheets, printed or unprinted, packaged other than in solid wooden crates

Plants, live

Pottery or earthenware of any type (i.e. nursery supplies, etc.)

Schedule III drugs, substances or chemicals (as defined by the U.S. Drug Enforcement Administration)

Solar panels and Solar Collectors

Televisions or computer monitors, 24" or Larger (Note 7)

Tobacco Products

Transparent Display Technology; LED, LCD or other, with or without frames

US Mail - any postcard, letter, package, with U.S. postage stamps applied (Note 2)

Vehicular glass (including but not limited to items described in NMFC items 20110 through 20140 and items 86540 through 86632)

**Part 2 – Transporting Guns and Firearms:**

1. Carrier will transport and deliver firearms as defined by the Title 18, Chapter 44 and Title 26, Chapter 53 of the United States Code between areas served in the U.S., but only between: (i) licensed importers; licensed manufacturers; licensed dealers; licensed collectors as defined in Title 18, Chapter 44 of the United States Code; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or (ii) where not prohibited by local, state, provincial or federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).
2. Upon presenting the goods for shipment, the person tendering the shipment to Carrier is required to notify Carrier that the shipment contains a firearm. The outside of the package(s) must not be marked, labeled or otherwise identify that the package(s) contains a firearm. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.
3. The shipper and recipient must be of legal age as identified by applicable law.
4. Carrier cannot ship or deliver firearms COD.
5. Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state, and federal law, and the Hazardous Materials Item of this rules tariff. Ammunition is an explosive and must be shipped separately as hazardous materials. Loaded firearms or firearms with ammunition shall not be shipped in the same package.
6. Carrier will not transport firearms that are legally owned by or offered for tender by an individual or from one individual to another individual (or to themselves at another address) under any circumstances.

**Part 3 – Transporting Alcoholic Beverages (Beer, Wine, Spirits)**

1. Shipments containing beer, wine, or spirits ("Alcoholic Beverages") are accepted for transportation only under agreements where this Tariff is identified as a governing document, from shippers who are licensed and authorized under applicable laws to ship Alcoholic Beverages. Carrier will provide transportation services for Alcoholic Beverages subject to all applicable laws and regulations.
  - a. Licensee to Licensee. Carrier will accept shipments of Alcoholic Beverages when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers or licensed importers, subject to additional requirements and all applicable laws and regulations.
  - b. Shipper may not reassign a shipment containing Alcoholic Beverages.
  - c. Wine and Beer. Carrier will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Shipment of beer to consumers is prohibited.
  - d. Individual consumers may not ship Alcoholic Beverages. Shipment of spirits to consumers is prohibited.



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- e. For all U.S. inbound import shipments containing Alcoholic Beverages, the consignee must be licensed and authorized to receive the Alcoholic Beverages.
- f. A signature of an adult is required for deliveries of shipments containing alcoholic beverages.
- g. Alcoholic beverages shall not be consigned to a Residence.
2. It is the responsibility of the shipper to ensure that a package tendered to Carrier does not violate any federal, state, or local laws or regulations applicable to the shipment.
3. Carrier reserves the right to dispose of any Alcoholic Beverages tendered for shipment which shippers are prohibited from shipping, which Carrier is not authorized to accept, which Carrier states that it will not accept, or which Carrier has a right to refuse. Carrier reserves the right to discontinue service to any shipper or broker for, among other reasons, tendering a shipment containing Alcoholic Beverages that does not comply with all applicable laws, regulation or Carrier's rules.
4. For liability terms and limitations, refer to Item 166, Part 5, Paragraph 3.

**Part 4 – Transporting Tobacco Products:**

1. Shipments containing Tobacco Products ("Tobacco Product Shipments"), are accepted for transportation only from shippers who are licensed and authorized to ship Tobacco Products pursuant to applicable laws. Carrier does not provide service to any person or entity listed in the Bureau of Alcohol, Tobacco, Firearms and Explosives PACT Act – Non-Compliant List.
2. For purposes of the UPGF 102 Tariff/Terms and Conditions of Service, the term "Tobacco Products" is defined at [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco). Shippers should consult [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco) for the current definition of Tobacco Products, as the definition may change periodically. At present, and without limiting the complete definition posted at [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco), the term "Tobacco Products" includes any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product, the term includes, without limitation, e-cigarettes, e-hookah, e-cigars, vape pens, advanced refillable personal vaporizers, and electronic pipes.
3. Carrier prohibits the shipment of Cigarettes or Little Cigars (as those terms are defined at [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco)) to consumers. Carrier also prohibits the shipment of all Vaping Products (as the term is defined at [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco)) throughout its U.S. domestic network, including import and export, regardless of nicotine content and destination state. To make other Tobacco Product Shipments, the Shipper must sign, agree to, and comply with the provisions as set forth in an approved Carrier agreement for the transportation of Tobacco Products. Shippers and receivers must comply with all applicable federal, state, provincial, or local laws or regulations, and all Tobacco Product Shipments must conform to the terms, conditions, restrictions, and prohibitions set forth at [TForceFreight.com/Tobacco](https://www.tforcefreight.com/Tobacco) at the time of shipping. It is the responsibility of the Shipper to ensure that a Shipment tendered to Carrier, including a Tobacco Product Shipment, does not violate any federal, state, provincial, or local laws or regulations, applicable to the Shipment. Carrier reserves the right to refuse to accept, transport, or delivery any Tobacco Product Shipment that Carrier, in its sole and unlimited discretion, determines does not comply with TForce Freight requirements for the shipment or any applicable law or regulation, and to discontinue any or all service to any Shipper for, among other reasons, tendering such a Shipment. Carrier reserves the right to dispose of any Tobacco Product Shipment that shippers are prohibited from shipping, that Carrier is not authorized to accept, that Carrier states that it will not accept, or that Carrier has a right to refuse.
4. For Tobacco Products not moving under a signed approved Carrier agreement the Carrier shall not have any liability for loss, damage or delay to any shipment. If shipper and Carrier have a signed approved agreement the terms and conditions of Item 166 will apply.
5. A signature of an adult is required for deliveries of shipments containing Tobacco Products.
6. Tobacco Products shall not be consigned to a Residence.

**Part 5 – Other Restrictions:**

1. Carrier is not obligated to receive freight that by its nature is liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and receipted for, subject to delay for suitable equipment, or may be refused for lack of suitable equipment.
2. Shipments of articles that by federal or state regulation, or by the requirements of the shipper, have co-loading restrictions (e.g. medicines, toiletries, cosmetics, etc.), when tendered to Carrier, must be properly and clearly identified on the bill of lading and on the packaging. If the shipper fails to identify the restriction at the time of tendering the freight, Carrier will not be liable for any loss or damage resulting from co-loading.
3. Carrier is not obligated to receive any commodity that by its nature is particularly susceptible to damage or the market value of which is variable or particularly difficult to ascertain.
4. Carrier assumes no liability for damages resulting from loss, damage, delay, or destruction to shipments of plants and plant materials, unless prior written approval is secured pursuant to Part 1A of this Item.
5. Carrier will not accept bulk liquids requiring special tank truck equipment for transportation.

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6. Shipper shall comply with and shall ensure that each shipment containing pharmaceutical products complies with all applicable federal, state, provincial, and local laws and regulations governing the dispensing, shipment or tender of shipment of pharmaceutical products.
7. See Item 680 for shipper's packaging responsibility and limits to Carrier liability related to the shipment of medical supplies, toiletries, cosmetics, or drugs.

**Prohibited or Restricted Articles Notes:**

- Note 1 Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC item 310.
- Note 2 United States mail will be accepted when the United States Postal Service is both the shipper and consignee.
- Note 3 Except antique furniture subject to NMFC items 100240 - or numismatic exhibits subject to NMFC item 63830.
- Note 4 Except pictures or paintings subject to NMFC items 100240.
- Note 5 In the event articles identified in this Item as prohibited in Part 1 are inadvertently accepted, notwithstanding other liability limitations set forth herein, Carrier will not be liable for delay, loss, or damage. Carrier will take steps to remove the prohibited articles at its earliest convenience and charge the shipper for the additional cost involved. In the event articles identified in this Item as restricted in Part 1A are inadvertently accepted but not approved in writing by Carrier prior to pickup, Carrier will not be liable for delay, loss, or damage.
- Note 6 In the event Carrier has approved the transportation of articles identified in this Item in Part 1A, Carrier's maximum liability shall not exceed the lesser of: (1) \$0.50 per pound per package [\$0.10 per pound for household goods, \$0.10 per pound for televisions]; (2) \$100,000 per shipment; (3) the actual invoice value of the commodities or articles lost, damaged, or destroyed; (4) the amount determined from the applicable limited liability provisions of the NMFC; (5) the limits provided by contract, if applicable; or (6) any other applicable limits set forth in this tariff.
- Note 7 Televisions and monitors, regardless of the technology, are accepted for transportation only as a contractual service. To receive service, shipper must sign a contract and agree to the provisions set forth in Carrier's "Agreement for Shipping and Transporting Televisions." Carrier's liability for transporting televisions may be limited (see Item 166).
- Note 8 Except Class 1, Division 1.4, subject to NMFC item 64302. Explosives will not be imported to or exported from Canada and Mexico.
- Note 9 When packages are defective or leaking through no fault of Carrier, the shipper will be responsible for all costs associated with containment, collection and disposal of the materials.
- Note 10 Commodities assigned a "0" rating or a "not taken" provision in the NMFC will be rated as class 500 if inadvertently accepted, transported and delivered by Carrier.

**Item 790      Marijuana and Hemp**

1. Shipment of Marijuana, as defined in 21 U.S.C. §802(16), is prohibited under any circumstances. Shipment of Hemp, as defined in section 297A of the Agricultural Marketing Act of 1946, is also prohibited when in plant form (including parts of the plant, except as set forth in 21 U.S.C. §802(16)(B)(ii)). Products made from Hemp (including cannabidiol) are accepted for shipment only as permitted by state and federal law, including compliance with the Food, Drug & Cosmetic Act, 21 U.S.C. §321, et seq. Shippers are prohibited from shipping Hemp products except as allowed under all applicable law, and it is the responsibility of the Shipper to ensure compliance with all such laws.
2. Carrier reserves the right to dispose of any shipment containing Marijuana, Hemp or Hemp products tendered for shipment which Shippers are prohibited from shipping, which Carrier is not authorized to accept, which Carrier states that it will not accept, or which Carrier has a right to refuse. Carrier reserves the right to discontinue service to any Shipper for, among other reasons, tendering a shipment containing Marijuana, Hemp or Hemp products that does not comply with all applicable laws or the UPGF 102 Series rules. See [TForceFreight.com/Hemp](https://TForceFreight.com/Hemp) for additional information.

**Item 810      Protective Services**

**Part 1 – Temperature Controlled Service**

1. All requests for Temperature Controlled Service must be arranged through TForce Freight LTL Expedited as provided in this Part 1. Regardless of whether the bill of lading has been marked with "TEMPERATURE CONTROLLED SERVICE REQUESTED" or Shipper or customer has arranged for the transportation service via a means other than as set forth in this Part 1, in the event that the shipper or customer fails to arrange for the Temperature Controlled Service through TForce Freight LTL Expedited (or fails to comply with any of the other Conditions of Service set forth below), then Carrier shall have no liability for any loss, damage or destruction to all or any part of a shipment due to the failure of Carrier to provide Temperature Controlled Service for such shipment.
2. The charge for Temperature Controlled Service shall be based on the agreed upon pricing negotiated between the Carrier and customer. In the event there is no specific Temperature Controlled Service pricing negotiated between the parties and a request for Temperature Controlled Service is made on the bill of lading, shipper or customer must contact TForce Freight LTL Expedited at 800-644-0900 (Option 2) and speak to a representative to obtain the applicable charge.

Conditions of Service:

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- a. Customer or shipper must contact TForce Freight LTL Expedited at (800) 644-0900 (Option 2) at least 24 hours in advance to define the service requested, the commodities to be shipped, and the origin and destination.
- b. Carrier's published service standards, including time-in-transit do not apply.
- c. Expedited, weekend and Holiday services are available only upon request and where suitable equipment is available.
- d. Carrier liability for loss, damage, or destruction to any shipment or part thereof is limited; see Item 166, Part 10.
- e. Shipper must make the following notation prominently on the bill of lading "TEMPERATURE CONTROLLED SERVICE REQUESTED."

Exclusions from Service: Temperature Controlled Services will not be offered where Freezable Protection Service, as described in Part 2, below is applicable and on shipments with the requirements or conditions shown on Table 810.

**Part 2 – Freezable Protection Service (Seasonal Only)**

1. Carrier will provide Freezable Protection Service for commodities that have a freeze point of 32<sup>0</sup> Fahrenheit or lower and require protection from freezing. Service under this rule will be provided only for shipments handled direct by Carrier in the 48 contiguous United States and Canada. Service shall be subject to the Conditions of Service and Exclusions from Service shown below.
2. Carrier reserves the right to suspend Freezable Protection Service if the temperature is 10<sup>0</sup> Fahrenheit or lower or if there is a prolonged period of extreme cold weather. A freezable protection advisory will be available on Carrier's web page at [www.TForceFreight.com](http://www.TForceFreight.com) that will provide information on areas and/or states where temperature embargos may be in place and where Freezable Protection Service will not apply.
3. Where a shipment, or any part thereof, requiring Freezable Protection Service, is refused by the consignee and either returned to shipper or disposed of by the direction of the shipper, for accountability purposes, Carrier will not be identified as the generator of the disposed product.
4. The charge for this service, subject to the following Conditions of service, shall be as follows:

\$3.50 per CWT  
\$40.00 minimum charge per shipment

Conditions of Service:

- a. Applicable only where suitable equipment is available.
- b. Freezable Protection Service shall only be offered October 1<sup>st</sup> through April 30<sup>th</sup>.
- c. The bill of lading must specifically and prominently note "PROTECT FROM FREEZING".
- d. Freezable Protection service does not apply for commodities with a freeze point higher than 32<sup>0</sup> Fahrenheit.
- e. When Freezable Protection Service is requested on mixed shipments of perishable and non-perishable articles, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- f. Freezable Protection Service applies only on shipments that can be picked up Monday through Thursday with delivery on Tuesday through Friday of that same week (no weekend, Holiday layovers, or Friday pickups).
- g. Stopping in transit for partial loading or unloading on Capacity Load rated shipments is permitted up to five stops subject to applicable charges under Item 900 herein.
- h. Carrier liability for loss, damage or destruction to any shipment or part thereof is limited; see Item 166, Part 10.

Exclusions from Service: Freezable Protection Service will not be offered on shipments where Temperature Controlled Service, as described in Part 1 of this Item, above, is applicable and on shipments with the requirements or conditions shown in Table 810:

<b>Table 810: Exclusions from Temperature Controlled or Freezable Protection Service</b>		
Shipments that require appointments for delivery	Shipments that require notification prior to delivery, including customer pickup at Carrier's service center	Shipments that require the use of lift gates or special equipment for delivery
Shipments held for consolidation	Shipments that are to be made COD	Shipments that contain any prohibited articles
Shipments involving deliveries to Residences	Shipments requiring delivery on Holidays and weekends	Shipments involving pickups or deliveries at limited access points
Shipments involving pickups or deliveries at U.S. Domestic Islands	Shipments where sorting and segregating service is requested	Shipments involving pickups or deliveries at trade shows, conventions or exhibitions
Shipments requiring dropped trailers for consignee unloading or shipper load and count	Capacity Load shipments	Shipments that contain extreme length or over dimension commodities

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Shipments subject to cubic capacity and density rating	Reconsigned shipments	Shipments involving pickups or deliveries at remote locations
Shipments rated using a Spot or Volume Quote		

**Item 811 Billing on Joint Line (Interline) Shipments**

Unless specific written agreements have been made with the party responsible for payment of the freight charges, Carrier will invoice (bill) the shipper, consignee, or Third Party on non-direct, joint line or interline shipments, only under the following two conditions:

1. Carrier originates the shipment and the freight charges are prepaid; or
2. Carrier is the delivering carrier and the freight charges are collect.

**Discounts established for the shipper, consignee or Third Party do not imply Carrier billing and invoicing.**

**Item 812 Claims and Legal Actions: Individual Binding Arbitration of Claims**

**Part 1 – Time Limits and Pleading Requirements for Claims/No Right to Set Off**

1. Claims against Carrier must be made within strict time limits, including as set forth in Item 813, "Claims for Unidentified Payment, Overpayment or Duplicate Payment" regarding invoice adjustments or billing disputes; Item 166, "Liability for Cargo Loss or Damage" regarding claims for loss or damage to property; and pursuant to Items 822, 823, 824 and 825 regarding Carrier's guaranteed or Expedited services.
2. All claims against Carrier arising out of or related to the provision of services by Carrier, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the Claimant (1) timely and completely complies with all applicable notice and claims periods set forth in this Tariff and any applicable contract, including as to claims for loss or damage to property under Item 166, claims for invoice adjustments under Item 813, claims under Carrier's service guarantees under Items 822, 823, 824, or 825, or claims for breach of contract or any other cause of action; and (2) pleads on the face of any complaint filed in court against Carrier or states its submission of its claim in arbitration against Carrier, as the case may be, satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.
3. Claimant may not deduct the amounts of pending claims from any charges owed to Carrier, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to Carrier.

**Part 2 – Agreement to Arbitrate Claims**

1. Claimant and Carrier agree that, except for disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes), any controversy or claim, whether at law or equity, arising out of or related to the provision of services by Carrier, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.
2. Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under law and must honor the terms and conditions in this Tariff.
3. Claimant and Carrier agree that their sole relationship is a contractual one governed by this Tariff and any applicable contract. Any controversy or claim arising out of or related to the provision of services by Carrier shall be resolved solely based on the agreements set forth in this Tariff and any applicable contract.

**Part 3 – Institutional Arbitration**

1. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The Rules, including instructions for how to initiate arbitration, are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve Carrier's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.
2. Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. Claimant and Carrier are each waiving the right to trial by jury. Claimants and Carrier are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.

**Part 4 – Place of Arbitration/Number of Arbitrators/Costs of Arbitration/Governing Law/Survival**

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1. Any arbitration will take place in the county where Claimant resides and will be determined by a single arbitrator.
2. Any filing fee or administrative fee required of Claimant by the AAA Rules shall be paid by Claimant to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, Carrier will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the American Arbitration Association. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.
3. All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Tariff and/or any applicable contract.

**Part 5 – Severability**

Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

**Part 6 – Desk Arbitration**

For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer-Related Disputes Supplementary Procedures, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, Carrier shall pay Claimant's filing fee under the AAA Rules, provided that Claimant agrees that both parties shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

**Part 7 – Access to Small Claims Courts**

All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

**Part 8 – Acknowledgements**

Claimant and Carrier acknowledge and agree that pursuant to this Tariff:

1. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, CARRIER OR RELATED THIRD PARTIES;
2. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, CARRIER OR RELATED THIRD PARTIES;
3. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT;
4. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST CLAIMANT, CARRIER AND/OR RELATED THIRD PARTIES.

**Part 9 – Award**

The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it, apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both Claimant and Carrier agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

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**Part 10 – Confidentiality of Arbitration**

Notwithstanding anything to the contrary in the AAA Rules, Carrier and Claimant agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award, or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the American Arbitration Association from reporting certain consumer arbitration case information as required by state law.

Note 1 For purposes of this Item, **Claimant** means any person asserting any claim in any forum for legal or equitable relief including, but not limited to, any claim for damages, refunds, credits, injunctive relief, and declaratory relief - arising out of or related to the provision of services by Carrier.

Note 2 For purposes of this Item, **Source Document** means a shipping document provided by Carrier for the purpose of tendering a shipment to Carrier for transportation.

**Part 11 – Legal Actions**

1. Customer and all Claimants agree not to sue Carrier as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit against Carrier. However, nothing in this paragraph limits or restricts any right of customer or any Claimant to bring a lawsuit as an individual plaintiff.
2. Disputes between Carrier and Claimants in any administrative and/or judicial proceedings shall be governed by federal laws, regulations, and preemption. In the event that any terms or conditions herein, or otherwise, are deemed by a court to require interpretation or application which is not otherwise provided under federal statutes, regulations, preemption, and/or common law, then the controlling law will be the substantive law of the state in which the shipment at issue was tendered to Carrier.

**Item 813 Claims for Unidentified Payment, Overpayment or Duplicate Payment**

Except as otherwise provided, claims will be handled in accordance with procedures governing the processing, investigation, and disposition of such claims as found in NMFC series items 300500 and 49 CFR Part 370.

A claim for overcharge, unidentified, over collection, or duplicate payment shall not be paid unless filed in writing with Carrier within 180 days of receipt of Carrier's freight bill. Where a claim is declined or settled in an amount different from the original claim amount and the Claimant accepts the payment, the matter will be considered closed and no further claims for the same shipment will be honored. For the purposes of applying this rule, receipt shall mean 10 days after the shipment has been tendered to Carrier by the payer. A civil action for overcharges must be brought no later than 18 months after the claim accrues.

**Item 814 Collection of Charges – Payment Application**

If insufficient information is supplied by the customer to clear the freight bill from Carrier's accounts receivable system, then Carrier will notify the customer and give them 90 days to provide that information. If a customer response is not received in that timeframe, then the payment will be retained by Carrier. If a customer has past due bills, it will be notified that the payment will be applied to the oldest open freight bills. The same process will apply to duplicate payments. If the customer's total account results in a credit balance, the credit balance will be refunded.

**Item 815 Collection of Charges – Currency**

Rates and charges are stated in currency of the United States.

**Item 818 Through Rates**

Where a "single" through rate exists from origin pickup point to the consigned destination, the line haul freight charges must move entirely prepaid or entirely collect.

**Item 819 Special Damages and Liabilities not Assumed**

1. In no instance shall Carrier, including its Agents, contractors, employees, and affiliates be liable for any indirect, incidental, consequential, loss of profit, loss of income, special, exemplary, or punitive damages, whether or not Carrier had knowledge that such damages might be incurred, without Carrier's prior agreement in writing.
2. Carrier will not be liable for any damages in excess of the limitations contained within Item 166 of this Rules Tariff, whether Carrier knew or should have known that such damages might be incurred, without Carrier's prior agreement in writing.
3. Carrier will not be liable for, nor shall it make any refund or any credit as a result of any loss, damage, delay, misdelivery, nondelivery, or failure to provide information about a shipment caused by or resulting in whole or in part from any of the following:

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- a. An act, default, or omission of any person or entity other than Carrier, its parent or affiliates
- b. A defect or inherent nature of a commodity
- c. Shipper's violation of any of the terms and conditions in this tariff in effect at the time of the shipment
- d. Loss of data stored on magnetic tapes, files, or other storage media, or erasure or damage of photographic images, sound tracks, or motion pictures on any media
- e. Shipments where Carrier records do not identify that the commodities were tendered to Carrier by the shipper.
- f. Delay or incomplete delivery due to an act or omission of a customs agent, regulatory authority, or police agency
- g. Damage indicated solely by any shock watch, tilt meter, temperature recorder, or other device attached to the freight while in transit
- h. Superficial damage to outer or general shipping containers, including damage to the finish by adhesive labels, soil or damage incidental to the transportation service
- i. Carrier's employees compliance with verbal instructions from shipper, consignee, or persons claiming to represent shipper or consignee
- j. An incomplete or inaccurate address of the shipper or consignee, or incomplete, inaccurate, or missing documentation required for the lawful transportation including customs clearance of the goods.
- k. Product expiration that occurs while the commodities are in transit or in storage by a broker or Carrier.
4. Notwithstanding any other provisions to the contrary and to the fullest extent permitted by applicable law, TForce Freight will in no event be liable to shipper and consignee, or any other person, for any loss, damage, or costs of any kind arising out of or related to all cybersecurity or data privacy incidents caused by, or otherwise attributable to, TForce Freight.

**Item 820      Reconsignment or Diversion**

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

1. Definitions of Reconsignment or Diversion:
  - a. A change in the name of the shipper or consignee, or a change in the place of delivery or destination point
  - b. Relinquishment (return) to shipper or Owner of the goods at point of origin (See Note 2)
  - c. Relinquishment to another carrier designated by shipper
2. Conditions:
  - a. Requests for reconsignment must be made in writing or confirmed in writing. 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 before reconsignment will be made.
  - d. Only entire shipments, not portions of shipments, may be reconsigned or diverted.
  - 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 for cancellation, endorsed or exchanged.
  - f. Instructions for reconsignment of COD shipments will be accepted only from the shipper.
  - g. Reconsignment will not be permitted on shipments "In Bond" (see Note 7).
3. Charges: Reconsignment will be subject to the conditions in Table 820:

<b>Table 820</b> <b>If reconsignment results in a change</b>	<b>In the name of the Shipper or Consignee with no change in place of delivery</b>	<b>In the place of delivery within original destination service center area</b>	<b>In the destination point</b>
Prior to tender of delivery (Note 5)	\$48.00 per shipment (See Note 11)	\$72.00 per shipment (See Note 11)	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate destination (See Notes 1, 6, 8 & 9)
After tender of delivery	\$48.00 per shipment (See Note 10)	\$10.75 per CWT. subject to a minimum charge of \$110.00 per shipment and a maximum charge of \$1,130.00 per shipment on shipments to points within original destination service center area.	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate Destination (See Notes 8 & 9)

**Note 1** If the change in destination point is requested and instructions are received in time to effect the requested change at the original service center of Carrier, the following per shipment charge will apply, in addition to the applicable tariff rates

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and charges from points of origin to the new destination.

\$40.00 per shipment

Note 2 Where a request is made by shipper before a shipment has left Carrier's service center at point of origin, for return of a shipment to the original place of shipment, or delivery thereof to another carrier at point of origin, or to relinquish possession thereof to shipper or to another carrier at Carrier's service center, such service, if performed, subject to the following charge (in lieu of the original freight charges):

\$6.85 per CWT

\$85.00 minimum charge per shipment

\$620.00 maximum charge per shipment or per vehicle

Note 3 Upon instructions received by Carrier prior to receipt of a shipment at point of origin accompanied by a through bill of lading covering the shipment, Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. The following service charge, plus line haul charges from origin to final destination will apply:

\$105.00 per shipment

Note 4 Shipments subject to the provisions of this Item which require marking or tagging in order to comply with the provisions of NMFC item 580 or when Carrier is specifically requested to do so by the shipper or consignee will be marked or tagged by Carrier, subject to marking or tagging charges as published in item 580.

Note 5 The provisions governing reconsignment "prior to tender of delivery" will apply only when Carrier receives the request for reconsignment:

- a. Before the shipment has been loaded on a delivery vehicle; or
- b. Before the shipment has been dispatched for delivery; thereafter, the provisions governing reconsignment "after tender of delivery" apply.

Note 6 When shipper or consignee or its agent elects to accept shipment at Carrier's service center located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus the following reconsignment charge per shipment or per vehicle if more than one vehicle is used to transport the shipment will apply:

\$6.45 per CWT

\$85.00 minimum charge

\$590.00 maximum charge

Note 7 All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this Item. The provisions of Paragraph 2 will not apply.

Note 8 Shipments reconsigned or diverted in route where local rates apply from the point of reconsignment or diversion will be allowed any applicable discount that has been established for the payer (or shipper if different from payer) from the original point of origin.

Note 9 On collect shipments which become undeliverable or which are refused at time of delivery and Carrier receives written instructions from the shipper to return the shipment back to the original point or to reconsign the shipment to a new destination point the following provisions apply:

- a. The shipment shall be treated as an outbound prepaid shipment from the reconsignment point.
- b. The shipment shall be rated using the shipper's outbound pricing provisions that were applicable at the original shipping location. These pricing provisions shall be applied on the movement from the original shipping location to the reconsignment point and from the reconsignment point back to the original origin or to the new destination point.
- c. In those instances where the shipper has no pricing provisions in place at the original shipping location a discount of 40% off actual class using UPGF 560 or UPGF 525 base rates in effect at time of shipment will be allowed subject to a Minimum Charge of \$170.00 per shipment on domestic shipments and a Minimum Charge of \$200.00 per shipment on Canadian shipments. These provisions apply only on shipments handled direct by Carrier.
- d. In all cases, the shipper shall be responsible for the payment of all freight charges to and from point of reconsignment.

Note 10 Plus redelivery charge if applicable.

Note 11 If "Prior to Tender of Delivery" the consignee accepts the shipment at Carrier's delivering service center there will be no additional charge.

**Item 821          Diversion to another Carrier**

When Carrier receives instructions to divert a shipment at any point from Carrier to another carrier (motor carrier, rail or air carrier) the following provisions apply:

1. Carrier will make a diligent effort to execute the diversion, but will not be responsible if such service is not effected.
2. Reconsignment charges to and from diversion point apply, see Item 820.
3. Additionally, if the request results in unloading and reloading the vehicle upon which the shipment was loaded when the request for diversion was received, the following charge will apply, as shown in Table 821:



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<b>Table 821</b>	<b>Per person per hour</b>	<b>Minimum Charge per person per day</b>
Normal Business Hours	\$125.00	\$150.00
In excess of eight hours on Business Days	\$155.00	\$155.00
Saturday, Sunday and Holiday	\$155.00	\$155.00

**Item 822 LTL Expedited**

**LTL Expedited** ("Expedited") provides time-critical and time definite guaranteed services. To request Expedited, call 800-644-0900 or visit the "MyLTLFreight" secured site at [lfl.www.TForceFreight.com](http://lfl.www.TForceFreight.com).

**Terms and Conditions of Service:**

1. Carrier shall issue and deliver to customer a contract (the "contract") covering the time critical shipment (or a series of shipments) that includes the time by which the shipment is to be delivered and the transportation charges as agreed to by customer and Carrier.
2. Carrier shall have the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from any that might have been indicated when customer booked the shipment. Carrier has no duty to notify customer of such substitutions, selections, or deviations, nor shall substitutions, selections, or deviations constitute a breach of the contract or preclude the application and enforcement of all the terms and conditions governing the shipment.
3. Carrier reserves the right to subcontract all or any portion of the transportation services to meet the obligations set forth under the Expedited contract.
4. Expedited pricing, as set forth in the contract, shall supersede all other pricing programs (including other contractual agreements) existing between the parties.
5. Except to the extent expressly provided elsewhere in the contract, Expedited shipments are governed by this rules tariff.
6. Carrier reserves the right not to accept a request for Expedited if it determines that it cannot provide the service requested, and may cancel the contract if the shipment is not available for pickup at the time agreed, if the shipment packaging is inadequate, or the shipment characteristics, description, or service requirements are different than as indicated when customer booked the shipment.
7. Rates and charges for Expedited received by customer via 800-644-0900 or from the Carrier's website shall expire one (1) hour from the time the rate quote was obtained. The quote may only be applied to the shipment or series of shipments for which the initial quote(s) was intended, unless the party responsible for payment of the rates and charges (the "payer") has a specific pricing agreement, statement of agreed pricing, or contract with Carrier that applies to Expedited shipments. Expedited rates received via Carrier's website are not valid on same day service, when special equipment is needed (i.e. liftgate) and/or when item(s) in the shipment exceed 15 feet in length.
8. Unless indicated in the contract, the rates and charges for Expedited are NOT subject to any discounts or reductions.
9. Customer agrees that it will pay all charges incurred in connection with an Expedited shipment, including without limitation, the rate selected by customer when customer booked the shipment (as set forth in the contract) and any applicable accessorial and other charges. Customer expressly agrees that it will be primarily responsible for payment of such charges in the event such other party refuses or fails to pay the charges. Carrier may require payment in advance for any single shipment where customer does not have an established credit relationship with Carrier.
10. Customer warrants to Carrier that all information provided to Carrier by customer when customer books an Expedited shipment is complete and accurate.
11. On each bill of lading covering an Expedited shipment, customer agrees to prominently indicate the date and, if applicable, time delivery requested, and the statement that Carrier Expedited service is requested. Failure to do so may result in the shipment being treated as a regular LTL shipment and Carrier shall be released from liability due to late delivery. Customer agrees that such bill of lading (or any other form of receipt) shall be used solely as a receipt for the shipment and to identify the kind and quantity of goods, place of pickup and place of delivery, identification of the shipper and consignee and other information. In the event said bill of lading or receipt refers to or incorporates classifications or tariffs or contains other terms and conditions which are in addition to or conflict with the contract and/or this tariff provision, such additional or conflicting terms and conditions shall have no force or effect and the contract, together with this tariff provision, will govern.
12. Customer agrees to defend, indemnify and hold Carrier and its employees, contractors, and Agents harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by or arising out of the mischaracterization or wrong description of an Expedited shipment applied to the bill of lading covering a shipment.
13. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date, or if applicable, time indicated in the contract resulting from events beyond Carrier's control, including, but not limited to Impractical Operations (as defined in Item 570), acts or omissions of customer, shipper, consignee or Owner of goods, or any person or entity other than Carrier or its Agents.

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14. Carrier will not be liable for any indirect, consequential, loss of profit, lost manufacturing capabilities, special, exemplary, loss of sales, or punitive damages, even if it has been advised of the possibility of such damages.
15. In the event the delivery appointment set by the customer is different from the time and/or date originally requested at the time the shipment was booked, Carrier shall be released from liability due to late delivery; however, Carrier will be entitled to the compensation agreed to for Expedited.
16. In the event Carrier is requested to reconsign an Expedited shipment, Carrier shall be released from liability due to late delivery; however, Carrier will still be entitled to its compensation agreed to for Expedited.
17. In the event of failure by Carrier to have the shipment available for delivery by the delivery time/date indicated in the contract due to no fault of customer, Shipper or Consignee, then the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payer requests cancellation or refund of any paid freight charges by contacting LTL Expedited at (800) 644-0900 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation on behalf of the payor and no refunds will be made to any party other than the payor.

**Item 823      LTL Guaranteed – Standard Delivery Service**

**LTL Guaranteed** is Carrier's guaranteed service for delivery or attempted delivery of an LTL shipment by the end of the day in accordance with Carrier's standard time in transit in effect on the date of shipment as published on Carrier's website. The guarantee is subject to the following conditions:

1. LTL Guaranteed is only applicable on LTL shipments between Direct Service Points in the contiguous United States, and between Direct Service Points in the contiguous United States and points in Canada where the rates and charges applicable to the shipment are not determined from the UPGF 500, 505, 525, 560, or 580, current, non-frozen, base rates (to the extent Item 824 applies). LTL Guaranteed will not apply only when the pickup and/or delivery is made by Agents (except Agents in Canada) or Interline Carriers.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time to qualify. LTL Guaranteed does not apply to missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date published on Carrier's website. The consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the consignee's receiving department is closed.
  - a. A 25% surcharge (\$75.00 minimum) will be added to the freight charges (accessorials excluded) after the applicable discount has been applied.  
Example: Calculate the applicable line haul freight charges less any applicable discount; then, apply the 25% increase or the \$75.00 minimum (whichever is higher); then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
4. To request LTL Guaranteed, customer must perform one of the following:
  - Select LTL Guaranteed service when processing a ground freight shipment in a TForce Freight shipping system
  - Check the Guaranteed Delivery Requested box on the TForce Freight bill of lading;
  - Request in writing "LTL Guaranteed" on the bill of lading
5. The LTL Guaranteed provisions of this Item are not applicable in the following circumstances:
  - a. On shipments rated under the current, non-frozen, UPGF 500, 505, 525, 560, or 580 base rate tariffs (to the extent Item 824 applies).
  - b. Where a delivery requirement or condition identified in Table 823 exists.
  - c. On shipments delayed in transit due to the shipment's high value, government regulations, special permits or security measures required, or the potential to harm or be harmed by other commodities in the trailer.
6. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of customer, shipper or consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payer requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative, or third party may request cancellation or refund on behalf of the payer and no refunds will be made to any party other than the payer. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
7. Carrier reserves the right to cancel, suspend, or modify this service guarantee (or change the guaranteed time in transit) for any service(s), and for any period of time, as determined by Carrier in its sole and unlimited discretion, and without prior notice.
8. Guaranteed provisions under Item 823, Item 824 and Item 825 will not apply if any of the delivery requirements or conditions in Table 823 exist:

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<b>Table 823: Exclusions Based On Delivery Requirements Or Conditions</b>		
Appointments and notification prior to delivery (Item 647)	Hazardous materials (Item 565)	Rural pickup and delivery points as defined by Carrier's website
Blackout periods as may be listed on Carrier's website	Holiday and/or weekend pickups or deliveries (Item 754)	Shipments held for consignee instructions
Capacity Load shipments (Item 390)	Impractical operations (Item 570)	Shipments held for consolidation
Carpeting or linoleum, non-palletized, NMFC 70500,	Lift gate deliveries (Item 892)	Shipments held for pickup at Carrier's dock
COD shipments (Item 430)	Limited access delivery points (Item 755)	Shipments subject to provisions of blind shipments (see Note 2)
Cubic capacity and density shipments (Item 575)	Lost or damaged shipments(see Note1)	Shipments requiring sorting and segregating service (Item 751)
Dropped trailers for consignee unloading (Item 579)	Missing, incomplete or inaccurate shipping documentation	Special equipment deliveries (Item 725)
Extreme length shipments (Item 670)	Non-Business Hours deliveries (Item 754)	Shipments with co-loading restrictions identified on the bill of lading
Freezable Protection and Temperature Controlled shipments (Item 810)	Reconsigned shipments (Item 820)	Trade show, convention center, exhibit center pickups or deliveries (Item 148)
Extra labor (Item 560)	Remote non-ZIP delivery points	U.S. domestic island pickups or deliveries (Item 758)
Tires (NMFC item 157230)	Residential pickups or deliveries (Item 753)	Volume / Spot Quote(Item 890)

**Note 1** If a shipment is delivered on time but a portion of the shipment was damaged, the customer should file for cargo loss following the cargo claims process (see Item 166, Part 11). If filing for concealed damage on a shipment that was delivered on time, customers should follow the process for filing a concealed damage claim (see Item 166, Part 12). In either case, if the party is eligible to collect freight charges as part of the claim, the freight cost, for that portion of the shipment damaged or not delivered will be included in the cargo claims resolution. If the shipment is delivered late and there is damage, or not delivered, customers should file for both the cargo claim and the guarantee claim as two processes and investigative protocols are involved. If the shipment was not delivered, the claim for the guarantee must be filed within fifteen (15) days from a reasonable time for delivery to have occurred.

**Note 2** As used in Table 823, a "blind shipment" is a shipment where Carrier or another third party controls the movement of the freight, but the owner of the goods does not want either the shipper or consignee to know the name of the other.

**Item 824 LTL No-Fee Guarantee**

**LTL No-Fee Guarantee** is Carrier's guaranteed service for delivery or attempted delivery of an LTL shipment by the end of the day in accordance with Carrier's standard time in transit in effect on the date of shipment as published on Carrier's website. The guarantee is subject to the following conditions:

1. LTL No-Fee Guarantee is only applicable on LTL shipments originated and delivered by Carrier between Direct Service Points in the contiguous United States, and between Direct Service Points in the contiguous United States and points in Canada (Calgary, AB (CAL), Edmonton, AB (EDM), Halifax, NS (DAR), London, ON (LON), Moncton, NB (MCT), Montreal, PQ (MTL), Toronto, ON (TOR), Vancouver, BC (VAN), and Winnipeg, MB (WPG)) where the rates are determined from the current, non-frozen, UPGF 500, 505, 525, 560, or 580 base rate Tariff. The No-Fee Guarantee will not apply when the pickup and/or delivery is made by Agents (except Agents in Canada) or Interline Carriers.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time. No-Fee Guarantee does not apply to missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date published on Carrier's website. The consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the consignee's receiving department is closed.
4. LTL No-Fee Guarantee service is not applicable when requirements or conditions listed in Table 823 apply, or on shipments delayed in transit due to the shipment's high value, government regulations, special permits or security measures required, or the potential to harm or be harmed by other commodities in the trailer.
5. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of customer, shipper or consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorail service charges) for that shipment may be cancelled, provided the payer requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of scheduled delivery date. No agent, representative or third party may request cancellation or refund on behalf of the payer and no refunds will be made to any party other than the payer. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.

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

**Item 825      LTL Guaranteed A.M.**

**LTL Guaranteed A.M.** is Carrier's delivery or attempted delivery of an LTL shipment by 12:00 P.M. in accordance with Carrier's standard time in transit in effect on the date of shipment as published on Carrier's website. The guarantee is subject to the following conditions:

1. LTL Guaranteed A.M. is only applicable on LTL shipments from Direct Service Points to select destination points in the contiguous United States. Eligible destination points can be determined by using the "Destination ZIP Eligibility" tool on [www.TForceFreight.com](http://www.TForceFreight.com).
2. LTL Guaranteed A.M. will apply only where Carrier picks up and delivers the shipment, and will not apply on shipments picked up or delivered by Interline Carriers.
3. Shipment must be picked up by Carrier no later than 5:00 P.M. local time to qualify. LTL Guaranteed A.M. service does not apply for missed pickups.
4. Carrier guarantees to make shipment available for delivery on or before 12:00 P.M. local time on the date published by Carrier for delivery service on its website. The consignee/receiver must be open for business, and willing and capable of accepting delivery of the shipment by 12:00 P.M. local time for the guarantee service to apply.
5. Fees associated with this service are as follows:
  - a. On shipments rated under the current, non-frozen UPGF 560 or UPGF 580 base rate tariff, a flat fee of \$150.00 per shipment will apply.
  - b. On shipments rated under non-current UPGF 560 or UPGF 580 rates, foreign or contract rates, a 35% surcharge (\$150.00 minimum) will apply.
  - c. Service fee will be added to the freight charges after the applicable discount has been applied. Accessorial pickup and/or delivery fees will be excluded from the surcharge. For example:
    - Calculate the applicable line haul freight charges less any applicable discount;
    - Then, apply the 35% increase or the \$150.00 minimum (whichever applies);
    - Then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
6. To request LTL Guaranteed A.M. service, the shipper must:
  - a. Select the service option in one of the TForce Freight shipping systems or;
  - b. Check the "LTL Guaranteed A.M. service requested" box on the Carrier's bill of lading or;
  - c. Write "LTL Guaranteed A.M. service requested" on the bill of lading.
7. LTL Guaranteed A.M. service will not apply in the following circumstances:
  - a. On shipments destined to non-eligible postal codes as defined by the "Destination ZIP Eligibility" tool on [www.TForceFreight.com](http://www.TForceFreight.com).
  - b. When delivery requirements or conditions identified in Table 823 apply.
  - c. On shipments delayed in transit due to the shipment's high value, government regulations, special permits or security measures required, or the potential to harm or be harmed by other commodities in the trailer.
8. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date and time as indicated above, due to no fault of the customer, shipper, or consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payer requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation or refund on behalf of the payer and no refunds will be made to any party other than the payer. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary, or incidental expenses, damages, or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
9. Carrier reserves the right to cancel, suspend, or modify this service guarantee (or change the guaranteed time in transit) for any service(s), and for any period of time, as determined by Carrier in its sole and unlimited discretion, and without prior notice.

**Item 830      Pickup or Delivery – Redelivery**

When a shipment is tendered for delivery and such delivery cannot be accomplished, through no fault of Carrier the following charge for each additional tender of delivery to the original destination will apply.

\$15.00 per CWT  
\$125.00 minimum charge per shipment

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\$1,500.00 maximum charge per shipment

1. Redelivery charges will not apply if consignee elects to pickup the shipment at Carrier's destination service center.
2. Other than for shipment to a trade show or an advance warehouse serving a trade show (see Item 148), the charges provided in this Item will be paid or guaranteed to the satisfaction of Carrier before the shipment will be redelivered.

Note: On shipments consigned to a Residence, (including, without limitation an apartment, camp (other than military), church, country club, farm, ranch, rectory, or school), Carrier will establish specific delivery arrangements with the consignee. Redelivery charges on shipments to a Residence will not be assessed unless Carrier and consignee have first reached a satisfactory delivery date or time and Carrier is unable to tender delivery as scheduled through the fault of the consignee.

**Item 835      LTL Expedited Pickup or Delivery – Pallet Jack**

When Expedited (as defined in Item 822) is requested and Carrier is required or requested to employ use of a pallet jack, to accomplish pickup or delivery of the articles, the following charge shall be assessed at \$75.00 per shipment.

**Item 884      Shipments Tendered as Truckload or Capacity Load**

Shipments tendered to the LTL Division of TForce Freight, Inc. that meet the requirements of an LTL volume / spot shipment (Item 890) or a capacity load shipment (Item 390) will be priced according to the terms and conditions of the agreement and this UPGF Tariff 102 accordingly. Shipments controlled through a transportation brokerage affiliate will be controlled by the agreement and governing documents of the affiliate.

**Item 890      Spot Quote**

1. Carrier will publish or offer special volume or "spot quote" prices depending on capacity, time of month, etc., prior to picking up the freight. These quotations are estimates based on the information provided, are valid for only a single shipment for the effective dates provided, and are not binding either on Carrier or on shipper.
2. Shipments under a special volume or spot quote will be governed by this Item and will move at Carrier's convenience. The shipment will not be subject to Carrier's published service standards, will not be subject to the service guarantees described in Items 823, 824 and 825, and will be subject to special liability limitations as provided in Item 166, Part 8 of this tariff.
3. Shipments moving under an LTL volume or "spot quote" will be subject to the rules and conditions outlined in the UPGF 102 tariff in effect at the time of shipment. This includes, but is not limited to, the fuel surcharge and any accessorial charges incurred. The terms outlined in this Item and the rates offered for a volume or "spot quote" will supersede any contractual agreement in effect at the time of shipment.
4. Shipments moving under this Item will not be subject to the charges outlined in Item 756 (California Compliance Surcharge), Item 757 (High Cost Service Area Surcharge) and Item 758 (US Domestic Islands).
5. Spot quotes may be obtained by calling 1-800-266-6902 (see also Item 894).

**Item 891      Special Services – General**

Any special services rendered beyond normal pickup, delivery, and line haul and not specifically provided herein will be charged for as negotiated between the customer and Carrier.

**Item 892      Special Services – Lift Gate**

1. When Carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic or electric lifting or lowering devices, to accomplish pickup or delivery of the articles, the following service charge will be assessed separately for the service at pickup or delivery in addition to all other applicable charges:

\$11.00 per CWT  
\$165.00 minimum charge per shipment  
\$550.00 maximum charge per shipment
2. The charges for this service will be paid by the party for whom the service is performed, or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at locations that are safe and accessible to the vehicle.
3. If Carrier has to rent equipment to perform this service, the cost will be at the customer's expense at the rates and charges assessed by the rental company.

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**Item 893                      Special Services-Hand Load or Unload**

1. When Carrier is required or requested to hand load from the ground to the truck to accomplish pickup of the articles or to hand unload off the truck to the ground to accomplish delivery of the articles, the following service charge will be assessed separately for the service at pickup or delivery in addition to all other applicable charges:

\$10.00 per CWT  
\$175.00 minimum charge per shipment  
\$500.00 maximum charge per shipment

Note: The service charge is not applicable when the shipper (pickup) and/or consignee (delivery) is located at a Residence (Item 753 Pickup or Delivery-Residences).

**Item 894                      Special Services – Quotations of Estimated Charges (Including Volume Quotes)**

1. When Carrier provides an estimate of published tariff charges, whether orally, through the Carrier's website, or in writing, such a quote will be based on a single freight transaction, the applicable pricing provisions in place for the customer and the applicable facts that are made known to Carrier at the time of the request. The customer must accurately provide the commodity description, class, weight, number, and type of handling units, dimensional information as well as all additional services requested. At the time of the quotation, a QUOTE NUMBER will be assigned by Carrier. This quote number must be prominently/conspicuously shown on the bill of lading at the time of shipment.
2. Such estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of the freight charges. The estimate is not binding on Carrier, shipper, customer, or other Third Party. Regardless of the estimate quoted by Carrier, all transportation charges on a shipment will be assessed on the basis of Carrier's published tariff provisions in effect at the time of the shipment for all transportation and related services actually performed in connection therewith.

**Item 895                      Special Services – Shipments Consigned to the U.S. Post Office**

Shipments consigned to the U.S. Post Office at a particular point, or tendered to a Carrier for delivery to a U.S. Post Office at a particular point for distribution via U.S. Mail, will be accepted only on the following conditions:

1. All charges must be prepaid.
2. The post office stamp will be accepted, in lieu of signature, as receipt for delivery of shipments.
3. Packages must carry sufficient postage for movement to destination.
4. Shipments consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office will not be accepted.
5. Each package must conform to U.S. Postal Regulations regarding size and weight.

**Item 896                      Special Services – Signature Security Service (SSS)**

**Part 1 – Definition**

A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. Each person responsible for the shipment whereon this service is requested will sign a written record of receipt while such shipment is in possession of Carrier, and Carrier will secure signature for such written record or receipt from consignee or its agent.

**Part 2 – Annotation**

Shipper or its agent must place and sign the following annotation on the bill of lading:

**SIGNATURE SECURITY SERVICE REQUESTED:**

<b>Date</b> _____	<b>Signed</b> _____	<b>Title</b> _____
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In the event special circumstances require telephone notice to shipper, the bill of lading will be annotated: "Call shipper collect at any time of day from each point where signature and tally service are to be provided." The shipper's phone number must be shown on the bill of lading.

**Part 3 – Form Required**

DD Form 1907, signature and tally records, or similar form, provided by the shipper, will be used to obtain the signature and tally record:

1. When signature security service is requested by the shipper and the signature and tally record is furnished, Carrier will require each person responsible for the shipment such as the service center manager, pickup, delivery, and road drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his agent on delivery.
2. The initial signature on the form should be the same as that of Carrier's Agent on the bill of lading.

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3. In service center areas the vehicle containing the signature security service shipment must be under the control of the last person signing the DD Form 1907 or any other form furnished by the shipper.

**Part 4 – Basis of Charges**

In addition to all rates or charges, shipments on which "Signature Security Service" is provided at the shipper's request will be subject to the following service charge:

\$4.20 per CWT  
\$100.00 minimum charge per shipment

\$305.00 maximum charge per shipment or per vehicle if more than one vehicle is used to transport the shipment

**Item 900 Stopoff for Partial Loading or Unloading Capacity Load Shipments**

Unless provided for otherwise, a single shipment, subject to Capacity Load, or volume rates, may be stopped for partial loading or partial unloading subject to the following provisions:

1. Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination, or at intermediate stop off points.
2. Stopoffs for unloading will not be allowed on COD shipments.
3. Each stop for either partial loading or partial unloading, other than the initial pickup and final delivery stop will be subject to a stop off charge as follows:

\$305.00 for 1<sup>st</sup> stop

\$325.00 for 2<sup>nd</sup> stop

\$350.00 for each stop in excess of 2 stops, charge per stop

4. For line haul charges, if the total distance from initial origin to final destination via the stop off point or points exceeds 115% of the direct mileage from initial origin to final destination, that distance in excess of 115% will be charged for at the rate of \$7.15 per mile, in addition to the stopoff charges and all other charges assessed against the shipment. All mileage shall be computed by use of STB HGB 100 series (Mileage Guide).
5. All charges must be prepaid by shipper or guaranteed by the shipper and so noted on the bill of lading at the time of shipment (except on shipments moving on government bills of lading) and only one freight bill will be issued for the entire shipment.

**Item 910 Storage**

Freight held in Carrier's possession by reason of an act or an omission of the shipper, consignee, or owner, and through no fault of Carrier, will be considered stored immediately and will be subject to the following provisions, subject to the storage charges included in Table 910, as follows:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after it is received.
2. Storage charges on undelivered freight will begin at 7:00 A.M. on the first Business Day after notice of arrival has been given as provided in Item 345, except no charges under this Item will be made when actual tender of delivery is made within the next Business Day after such notice of arrival has been given, nor on the date the shipment is actually delivered.
3. When a shipment is stored and disposition has not been received by the date specified on the final notice requesting disposition instructions, the freight may be sold at public auction. An additional fee of 25% of the auction proceeds, with a minimum charge of \$30.00 will apply to cover all handling, administrative and other associated costs.

<b>Table 910: Storage Charges</b>	<b>Stored in Carrier's Possession</b>	<b>Drayage to Public Warehouse</b>
Per CWT (or fraction thereof), per day (or fraction)	\$4.75	\$4.75
Minimum Charge per shipment per day	\$50.00	
Minimum Charge per shipment	\$155.00	\$155.00
Maximum charge per shipment per vehicle – Day 1	\$155.00	\$1,295.00
Maximum charge per shipment per vehicle – Day 2	\$155.00	
Maximum charge per shipment, each additional day	\$155.00	

**Part 1 – When freight is stored by Carrier**

Storage charges will end when Carrier is able to deliver or transport the shipment as a result of action by the shipper, consignee, owner or customs official.

**Part 2 – When freight is placed in a public warehouse for storage**

Storage charges will not be charged by Carrier on the day Carrier places the freight in a public warehouse. Carrier will not be responsible for any charges accruing for storage or handling at the public warehouse. When Carrier does place the freight in a public warehouse, the charges in Table 910 apply.

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Note: Freight held by reason of an act or omission of the shipper, consignee, owner, or customs broker, for customs clearance or inspection, and through no fault of Carrier will be stored under the direction of Customs, as defined in Item 480, 485, or 487, depending on the circumstances.

**Part 3 – Carrier Liability**

Carrier liability for loss or damage to commodities while in storage is limited to \$1.00 per pound per package unless otherwise agreed to in a customer pricing agreement.

**Item 920 Substitution of Service**

Carrier may, at its option, substitute other line haul service for its actual highway service.

**Item 980 Undelivered Returned Shipments**

Any undelivered shipment returned to the shipper will be subject to the applicable rates from the point of return to the origin of the shipment. The applicable rates in effect on the date of the returned shipment will be applied and will be in addition to all applicable charges.

**Item 985 Vehicle Furnished but not Used**

Table 985 presents the additional charges when Carrier, upon receipt of a request to pickup a shipment, dispatches a vehicle for such purpose and, due to no fault or negligence on the part of Carrier, the vehicle is not used.

1. When Carrier is requested to make a pickup of a shipment of less than 10,000 pounds and arrives at the scheduled time for pickup but no freight is tendered to Carrier, the per shipment charge indicated in Table 985 will apply.
2. When Carrier is requested to make a pickup of a shipment weighing 10,000 pounds or more, or to furnish a vehicle for the exclusive use of a consignor and dispatches a vehicle for such purpose and, due to no disability, fault or negligence on the part of Carrier, vehicle is not used, the charge is per day. Charges will terminate when Carrier is notified that the vehicle will not be used.
3. When Carrier is requested to furnish flat rack or mechanically refrigerated equipment and dispatches the vehicle for such purpose, or if after arrival of Carrier's equipment at the place of loading designated by shipper, shipper fails to tender a shipment for transportation or informs the Carrier that shipment will not be tendered, the charge is per mile for each unit of equipment ordered subject to a minimum charge per trailer ordered and not used. Distance will be computed as determined by the STB HGB 100 Series, from point of dispatch to the point designated by shipper as the place of loading or from the Carrier's nearest terminal to the designated place of lading (whichever produces the lower charge), and return to the Carrier's nearest terminal or to the next point of loading, whichever is less.

<b>Table 985</b>	<b>Per Shipment</b>	<b>Per Day (or fraction thereof)</b>	<b>Minimum Charge</b>	<b>Per Mile</b>
a. Shipment weight less than 10,000 pounds	\$50.00			
b. Shipment weight 10,000 pounds or more, or for exclusive use, per vehicle		\$260.00		
c. Flat rack or refrigerated equipment			\$400.00	\$5.75

**Item 987 TForce Freight LTL Expedited Requested but Cancelled**

When Carrier upon receipt of a request to pickup an Expedited shipment (as defined in Item 822) and Carrier has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier, the service request is canceled or the shipment is not ready or available for pickup, a charge of the following charges shall be assessed against the party making such request:

**In Network:** \$208.00 per shipment

**Out of Network:**

<b>Unit Size Ordered</b>	<b>Charge</b>	<b>Unit Size Ordered</b>	<b>Charge</b>
Cargo Van	\$230.00	24 foot Straight Truck	\$385.00
12 foot Straight Truck	\$280.00	Greater than 24 feet	\$850.00
18 foot Straight Truck	\$355.00		

Note: The applicable charge for the unit size ordered shall be based on the size of the Expedited shipment scheduled for pickup (weight and cube).



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**Item 990      Reweigh and Weight Verification**

1. At its sole and unlimited discretion, Carrier may weigh shipments in its custody with or without notice. Such reweighs may be conducted with scales owned by Carrier, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified by Carrier.
2. If Carrier discovers an error in the weight declared by shipper on the bill of lading, Carrier will correct the weight and assess freight charges on the basis of the new weight determined by Carrier. If the new weight increases or decreases the net freight charges by \$15.00 or more, a weight adjustment fee of \$35.00 will apply in addition to all other charges and shall be assessed against the party responsible for the payment of the freight charges. Any preapproval requirements that might exist regarding accessorial services will be inoperative.
3. When Carrier is requested by the consignor or consignee to secure a certified public scale weight for any shipment or vehicle(s), a charge of \$220.00 will be made by Carrier for each weight verification, in addition to any fees assessed by the public scale facility. Such charge(s) is to be paid by the party requesting the service irrespective of whether the line haul charges are prepaid or collect. Fees assessed to Carrier shall be advanced for payment to the party requesting such service.
4. Such weighing or verification will only be made while shipment is in possession of Carrier or its agent.
5. Where Carrier adjusts the weight, the following rating principles will be followed:
  - a. Where Carrier corrects the shipment weight by adding weight, the additional weight will be added to the lowest classed item in the shipment.
  - b. Where Carrier corrects the shipment weight by reducing the weight, the reduction will be made to the lowest classed item in the shipment.

**END OF SECTION 1**

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**Item 1-2 Fuel Surcharge**

This fuel surcharge schedule applies on shipments that are rated using Tariff 570, which includes through rates from origin to destination, and moving between the Republic of Mexico and the United States (excluding Alaska and Hawaii) or Canada. 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 subject to the percentage increase as provided below. Shipments rated using Tariff 571 for rating within the Republic of Mexico will only be subject to the fuel surcharge in Section 1 of this Tariff on the line haul charges for the portion of the transportation service within the United States (excluding Alaska and Hawaii) or Canada.

Fuel Price At Least:	But Less Than:	The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is	Fuel Price At Least:	But Less Than:	The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is	Fuel Price At Least:	But Less Than:	The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is
200	204	7.60%	312	316	11.70%	424	428	15.90%
204	208	7.70%	316	320	11.90%	428	432	16.00%
208	212	7.90%	320	324	12.00%	432	436	16.20%
212	216	8.00%	324	328	12.20%	436	440	16.30%
216	220	8.10%	328	332	12.30%	440	444	16.50%
220	224	8.30%	332	336	12.50%	444	448	16.60%
224	228	8.40%	336	340	12.60%	448	452	16.80%
228	232	8.60%	340	344	12.80%	452	456	16.90%
232	236	8.70%	344	348	12.90%	456	460	17.10%
236	240	8.90%	348	352	13.10%	460	464	17.20%
240	244	9.00%	352	356	13.20%	464	468	17.40%
244	248	9.20%	356	360	13.40%	468	472	17.50%
248	252	9.30%	360	364	13.50%	472	476	17.70%
252	256	9.50%	364	368	13.70%	476	480	17.80%
256	260	9.60%	368	372	13.80%	480	484	18.00%
260	264	9.80%	372	376	13.90%	484	488	18.10%
264	268	9.90%	376	380	14.10%	488	492	18.30%
268	272	10.10%	380	384	14.20%	492	496	18.40%
272	276	10.20%	384	388	14.40%	496	500	18.60%
276	280	10.40%	388	392	14.50%	500	504	18.70%
280	284	10.50%	392	396	14.70%	504	508	18.90%
284	288	10.70%	396	400	14.80%	508	512	19.00%
288	292	10.80%	400	404	15.00%	512	516	19.20%
292	296	11.00%	404	408	15.10%	516	520	19.30%
296	300	11.10%	408	412	13.60%	520	524	19.50%
300	304	11.30%	412	416	13.70%	524	528	19.60%
304	308	11.40%	416	420	13.90%	528	532	19.70%
308	312	11.60%	420	424	14.00%	532	536	19.90%

Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the EIA Diesel Fuel Price Index is at least 115 cents per gallon.

Note 2 The term "line haul charges" referred to herein applies to all charges other than accessorial charges.

Note 3 For the purposes of the volume or capacity load fuel surcharge application, volume or capacity load shipments are defined as:

- a. Shipments rated per vehicle, per van, or per container;
- b. Shipments that weigh or are rated at weights of 20,000 lbs. or more;
- c. Shipments considered a capacity load or moving under exclusive use rates.

Note 4 All shipments will be subject to a fuel adjustment (surcharge) based on a weekly fuel price index. The index shall be the Department of Energy's National Average Diesel Fuel Price Index, on Monday of each week. The Index may be obtained direct from the EIA by calling (202) 586-6966. Any surcharge adjustments to the US On-Highway Diesel Fuel Price made on Monday will take effect the following Wednesday. If Monday falls on a Holiday, the index for the next Business Day that is not a Holiday will be used to determine the applicable fuel surcharges.

Note 5 When the fuel price falls below 200 cents or above 536 cents, a new fuel scale will be posted.

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**Item 100-2 Mexico Application**

1. This publication applies for TForce Freight (also identified as Carrier) and explains the rates, rules and charges for international services for shipments from or to The Republic Mexico, subject to other publications, pricing agreements, or individual customer contracts. Exceptions to any of the Items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. TForce Freight, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Article 13710, shall provide to the shipper, on request of the shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the shipper and Carrier is based.
2. The terms and conditions set out in Section 1 of this tariff apply to shipments covered by this Section 2 except:
  - a. to the extent that an Item number is set forth in this Section 2 (for example, Item 1-2, of this Section 2, applies to shipments covered hereby rather than Item 1 of Section 1; Item 100-2 governs rather than Item 100; Item 105-2 governs rather than Item 105; etc.);
  - b. to the extent an Item in Section 1 states it relates only to domestic US LTL services; and
  - c. Charges or fees set forth in Section 1 of this tariff shall apply to a domestic US Portion of a shipment unless otherwise provided. In the event a charge or fee is set forth in Section 1 and there is no corresponding charge or fee set forth in this Section 2, then customer must contact Carrier at 800-644-0900, to determine the applicable charge or fee – payer agrees to pay all such charges or fees.
  - d. Other exceptions to any of the Items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. TForce Freight, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Article 13710, shall provide to the customer, on request of the customer, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the customer and Carrier is based.
3. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. Carrier encourages its customers to review this publication as some Items may be subject to limitations of liability, released values or other requirements which may relate directly to your shipment. Therefore, all shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being insured for full value.
4. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such contracts and / or tariffs, to the extent of their application, will apply.
5. Where a rule published in this tariff covers the same rule published in Section 1 of the TForce Freight's tariff UPGF 102 series or the NMFC, such rule published herein this Section 2, to the extent of its application, will apply in lieu of the rule published in UPGF 102 Section 1 or the NMF 100 Series.
6. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the shipper has agreed to accept responsibility, additional charges for brokerage, drayage, and border crossing services shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, TForce Freight reserves the right to assess the charges against the payer of the freight charges.
7. Reissued tariffs, Items or parts of Items will cancel previously issued tariffs, Items or parts of Items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an Item suffixed with an alphabet letter, the letter A, cancels the original Item not so suffixed, B cancels A, C cancels B. etc.
8. The accessorial fees and charges shown in this tariff are NOT subject to any discounts.
9. All pricing agreements established by Carrier for its customers are subject to periodic general rate increases, unless specifically stated otherwise in the pricing agreement.
10. Section 2 applies on Less-than-Truckload (LTL) and Capacity Load shipments originating in or destined to points in The Republic of Mexico.
11. Shipper is not required to ship any minimum number of shipments with Carrier and Carrier is not required to accept any minimum number of shipments tendered by shipper. Shipments tendered to Carrier or its contract carriers must meet all applicable legal requirements.
12. For international transportation services, the customs broker's name and phone number must appear on the applicable bill of lading. Customs documents must be provided to driver at time of pickup.
13. All rates provided are in US Dollars.
14. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates, and related entities and may disclose information as specifically required by law or for payment and audit purposes.
15. In the event any Item or provision of an Item in this tariff is determined to be invalid by a court or administrative agency order or ruling, or by enactment or amendment of law, such action shall not invalidate the entire tariff, but this tariff shall be construed as if not containing the particular Item or provision held to be invalid and the rights and obligations of shippers, consignees, customers and Carrier shall be construed and enforced accordingly.
16. Except as otherwise provided in agreements referring to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.

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17. Shippers and consignees may refer to UPGF 105 tariff for applicable offshore rates, rules and charges or call international Customer Service at 00+1+804+231+8555 (within Mexico) or (800) 333-7400 (within the US). A copy of the UPGF 105 tariff is published on the TForce Freight website at [www.TForceFreight.com](http://www.TForceFreight.com).
18. Except as otherwise provided or otherwise stated on the bill of lading and agreed to by Carrier, Carrier agrees to accept, transport and deliver such goods as a customer or shipper may tender with reasonable dispatch. Carrier is not otherwise bound to transport the goods by any particular schedule, by a particular route or in time for any particular event or in any other manner other than with reasonable dispatch.
19. Any additional services rendered beyond normal pickup, delivery and line haul, and not specifically provided herein, will be charges for as negotiated between the customer and Carrier.
20. Carrier reserves the right not to accept a request for transportation services if it determines that it cannot provide the service requested, and/or further reserve the right to cancel a bill of lading if the shipment covered thereby is not available for pickup at the time agreed, if the shipment packaging is inadequate, or if the shipment characteristics, description, or service requirements are different than as indicated when customer booked the shipment.
21. Carrier has the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from any that might have been indicated when customer booked the shipment. Carrier has no duty to notify customer, shipper, or consignee of such substitutions, selections, or deviations, nor shall substitutions, selections, or deviations constitute a breach or preclude the application and enforcement of all the terms and conditions set forth herein.

**Item 125-2 Abbreviations – States of Mexico**

The following are uniform abbreviations for the states in the Republic of Mexico:

ABBREVIATION	STATE	ABBREVIATION	STATE	ABBREVIATION	STATE
AG	AGUASCALENTES	GJ	GUANAJUATO	QR	QUINTANA ROO
BJ	BAJA CALIFORNIA NORTE	GR	GUERRERO	SI	SINALOA
BS	BAJA CALIFORNIA SUR	HG	HIDALGO	SL	SAN LUIS POTOSI
CH	CHIAPAS	JA	JALISCO	SO	SONORA
CI	CHIHUAHUA	MH	MICHAOACAN	TA	TABASCO
CL	COLIMA	MR	MORELOS	TL	TLAXCALA
CP	CAMPECHE	NA	NAYARIT	TM	TAMAULIPAS
CU	COAHUILA	NL	NUEVO LEON	VL	VERACRUZ
DF	DISTRITO FEDERAL	OA	OAXACO	YC	YUCATAN
DG	DURANGO	PU	PUEBLA	ZT	ZACATECAS
EM	ESTADO DE MEXICO	QA	QUERETARO		

**Item 135-2 Border Brokerage Fees**

Shipments moving between Mexico on the one hand and the United States, Puerto Rico, Guam, US Virgin Islands, or Canada on the other hand will be subject to brokerages fees at the border gateway crossing. Charges shall be shown on the Carrier's freight bill and paid by the party responsible for the freight charges, unless otherwise specified.

Note: Not applicable when shipper has indicated on the bill of lading that brokerage fee is being handled directly with the broker.

**Item 166-2 Carrier Liability**

For shipments moving between points in the United States, Canada, Puerto Rico, Guam, and US Virgin Islands on the one hand, and points in Mexico on the other the following Carrier liability applies:

1. If loss or damage occurs to a shipment while within the borders of Mexico or at a border Gateway of Mexico Carrier liability will be limited to 50 cents per pound per package subject to a maximum of \$5,000.00 per shipment.
2. If the shipper desires to tender a shipment requiring Carrier liability coverage in excess of the \$5,000.00 maximum liability noted in 1, the shipper must indicate in writing on the TForce Freight Mexican bill of lading or service order, as applicable at the time of shipment the total dollar (U.S. dollars) of excess liability coverage requested. If the TForce Freight Mexican bill of lading is not used, then the shipper must specifically indicate on the bill of lading "excess liability requested" and then enter in the total dollar amount requested. The maximum available Carrier excess liability coverage is \$45,000.00 per shipment for a total of \$50,000.00 when added to the initial maximum coverage. In no event will Carrier's maximum liability coverage exceed \$50,000.00.
3. The following charge applies for excess liability coverage:
 

3.0% of the excess liability amount requested  
 subject to a minimum charge of \$57.50

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4. If loss or damage occurs within the Borders of the United States, Canada, Guam, Puerto Rico or the U.S. Virgin Islands, the maximum Carrier liability will be determined from Item 166.

Note: Excess liability coverage is not available for articles other than new or on articles having released value provisions in the NMFC.

**Item 430-2 Collect on Delivery (COD) Shipments**

Carrier will not accept any COD shipment that originates in or is destined to the Republic of Mexico.

**Item 487-2 Border Crossing**

Upon request by shipper or shipper's agent, TForce Freight will subcontract the cross border drayage service to a Cartage Agent to provide USA-Mexico border crossing service. The following charges shall be applied:

\$150.00 per shipment (non-hazardous materials)

\$420.00 per shipment (hazardous materials)

Note: TForce Freight reserves the right to assess the charge against the shipper, shipper's agent, consignee, or payer of the freight bill.

**Item 560-2 Extra Labor – Loading or Unloading**

When additional labor is requested by shipper or consignee for loading or unloading the following charge shall be applied:

\$65.00 per hour or fraction thereof

Note 1 The time shall be computed from the time the extra labor leaves the Carrier's service center until the time the extra labor returns to the Carrier's service center.

**Item 565-2 Hazardous Materials**

Hazardous materials are those defined in the code of Federal Regulations, Title 49, by the U.S. Department of Transportation. Carrier will only handle shipments of hazardous materials as allowed. It is the shipper's responsibility to be familiar with these rules and laws governing the export or import of hazardous materials to and from Mexico. Any special permits or certificates that Carrier must purchase to move hazardous materials will be obtained, where possible, and the costs passed along to the payer of the line haul freight charges.

Hazardous material shipments handled by Carrier originating or destined to points in the Republic of Mexico shall be assessed the following per shipment surcharge:

\$100.00

**Handling Restricted Hazardous Materials**

1. In addition to the per shipment charge, if Carrier must move shipment over a circuitous route due to local, state, or federal highway restrictions, Carrier will prepare a designated route plan over the most practical and approved route for movement of such commodities. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the mileage over the normal route of movement, all distance in excess of 115% will be charged for at the rate of \$7.87 per mile.
2. If Carrier must purchase special permits for transportation movement, Carrier will purchase such permits and collect the purchase price plus the following service fee for each permit purchased:  
\$25.00
3. Any fines or penalties imposed on Carrier as a result of shipper's failure to meet regulatory requirements will be charged back to shipper.
4. The per shipment charge accruing under this Item will be collected from the party responsible for payment of the line haul freight charges.
5. Nothing in this rule shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates. Neither shipments of hazardous waste (defined by CFR 49 article 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under CFR 49 articles 173.422 and 173.424) will be accepted for transportation.
6. Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by Carrier before shipment.
7. Any bill of lading notation limiting full access to a vehicle or any delays caused by a regulatory agency (or any party to the transportation), will be subject to exclusive use of vehicle and/or storage charges found in Section 1 Items 470 and 910 herein.
8. If the shipment is refused by the consignee or, for any other reason not the fault of Carrier, cannot be delivered to the consignee, Carrier will provide notice to the shipper that the freight is undelivered and subject to storage charges (see Section 1 Item 910). If, within 10 days of such notice, shipper does not provide written disposition instructions to Carrier,

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Carrier, at its sole and unlimited discretion, shall be entitled, but not obligated, to dispose of the shipment. Shipper shall be responsible for all disposal costs and for all storage charges up to the time of disposal or other disposition of the shipment.

9. In the event a shipment is inadvertently picked up or handled by Carrier and cannot cross the border due to hazardous restrictions, the freight will become undeliverable and handled in accordance with Section 1 Item 345 and Section 2 Item 910-2. Charges applicable to such shipments will be the charge to the point the shipment was stopped and the charge for the return or to the new destination if reconsigned. If the shipment can be stopped at origin prior to placing into line haul transportation, Carrier will return the shipment for the following service charge:

\$6.00 per CWT

minimum charge of \$47.00

maximum charge of \$555.00 per shipment

10. Carrier reserves the right to assess the charges against the payer of the freight charges.

**Item 570-2      Impractical Operations**

Pickup or delivery service may not be completed or attempted by Carrier or its Agents or sub-contractors where any federal, state or municipal authorities have determined that operations are unsafe or Carrier in its sole and unlimited discretion determines that its operations cannot be reasonably performed under or within normal business practices, including but not limited to:

1. The conditions of roads, driveways, alleys, or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Riots, acts of God, the public enemy, acts of terrorism, the authority of law (including customs inspections), the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property, industry disruptions, fires, strikes or labor disputes (including those of third parties), disruption in communication, information systems failure, and inclement weather.
4. The use of a ferryboat is necessitated.
5. Unavailability of security services when requested or required by shipper or consignee.

**Item 647-2      Appointment and Notification Prior to Delivery or Pickup**

1. When Carrier is requested or required to call or notify customer as a condition necessary to delivery, to call for a delivery appointment, or to make arrangements for customer pickup at Carrier's service center or to provide written notice concerning the arrival of a shipment, a charge of \$155.00 per shipment will be assessed.
2. Notice of arrival will be given to the consignee no later than the next Business Day following the arrival of the shipment.
  - a. The notice will be given by telephone or mail.
  - b. In the case of notification by mail, the notice will be considered received by the addressee at 8:00 A.M. on the first Business Day after it was mailed. If consignee is notified by both telephone and by mail, the earlier date of contact will determine the arrival notice date.
  - c. Shipments not delivered within the next Business Day after notification will be subject to storage charges as outlined in Item 910.
3. When the consignee requires delivery of the freight bill prior to delivery of a shipment, the following service charge will apply.

\$50.00 per shipment

Note 1 Not applicable when the consignee of a shipment is located at a Residence, (including, without limitation, an apartment, camp (other than military), church, country club, estate, farm, individual (mini) storage unit, rectory or school) (See Section 1 Items 753 & 755).

Note 2 TForce Freight reserves the right to assess the charges against the payer of the freight charges.

**Item 670-2      Extreme Length / Over Dimension – Minimum Charge**

1. Shipments containing one or more articles with dimensions that equal or exceed 10 feet 8 inches in length shall be subject to a charge of \$160.00 per shipment. This charge shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.
2. The charge in this Item will not apply on shipments that are subject to :
  - a. Exclusive use of trailer
  - b. Capacity load or volume rates and charges

Note 1 Not applicable on Expedited shipments (as defined in Section 1 Item 822) moving "out-of-network."

Note 2 TForce Freight reserves the right to assess the charges against the payer of the freight charges.

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**Item 754-2 Pickup or Delivery – Saturdays, Sundays, Holidays or Non Business Hours**

1. When shipper or consignee requests pickup or delivery on a Saturday, Sunday, Holiday, or during non-Business Hours (See Item 135), the service will be subject to the following service charge per person per hour, or fraction thereof in addition to all other applicable charges:

\$160.00  
minimum charge of \$325.00 per person per day
2. Time shall be computed upon notification by the driver to the representative of the shipper or consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Shipper or consignee may request Carrier to place or pickup empty trailer(s) on Saturdays, Sundays, Holidays, or during non-Business Hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday, or occurs during normal Business Hours. The charges for this service will be as indicated in paragraph 1 above.
4. A request for pickup or delivery service on a Saturday, Sunday, Holiday, or during non-Business Hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-Business Hours even if requested on the bill of lading.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made.

Note: TForce Freight reserves the right to assess the charges against the payer of the freight charges.

**Item 755-2 Pickup or Delivery – Limited Access Locations and Residential Locations**

1. Before attempting pickup or delivery at Limited Access Locations, Carrier must reach agreement with the consignor or consignee regarding the date and time (approximate) of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
  - a. The shipment may be delivered to the address on the bill of lading or may be picked up by the consignee at Carrier's terminal
  - b. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
    - 1) The shipment weight, number of packages and payment requirements
    - 2 Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Section 1, Item 566) and Lift Gate services (Section 1, Item 892).
2. When Carrier is requested or required to arrange for a pickup or delivery at a LIMITED ACCESS LOCATION, the following charge shall apply:

\$125.00 per shipment
3. The term LIMITED ACCESS LOCATIONS includes, but is not limited to the following:
  - a. Churches and all houses of worship
  - b. Commercial establishments not open to the walk in public during normal Business Hours
  - c. Construction sites
  - d. Fairs and carnivals
  - e. Farms and ranches
  - f. Individual (Mini) storage units
  - g. Military bases / installations
  - h. Mine sites
  - i. Oil fields
  - j. Prisons or other correctional facility
  - k. Schools with no loading dock
  - l. National parks
  - m. Other similar locations where pickup or delivery is restricted or limited (see Section 1, Item 753 for Residences)
4. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. The charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.
5. In the case of delivery, the charge provided for in this Item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647-2 and assessed to the party requiring the additional notice.

Note 1 Not applicable on Expedited shipments (as defined in Section 1, Item 822) moving "out-of-network."

**Item 815-2 Currency Exchange**

All rates and charges shall be stated and paid in U.S. funds.

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**Item 830-2 Pickup or Delivery – Redelivery**

When a shipment is tendered for delivery and such delivery cannot be accomplished through no fault of Carrier, the following shall apply (see Note 1)

1. If one or more additional tenders or final delivery of the shipment are made at consignee's/shipper's place a charge of \$165.00 per shipment will apply.
2. Redelivery charges will not apply if consignee elects to pickup the shipment at Carrier's destination service center.
3. The charges provided in this Item will be paid or guaranteed to the satisfaction of Carrier before the shipment will be redelivered.

Note 1 On shipments consigned to a Residence, (including without limitation apartment, camp (other than military), church, country club, estate, farm, rectory, or school), Carrier will establish specific delivery arrangements with the consignee. When on shipments to a Residence, redelivery charges will not be assessed for these shipments unless Carrier and the consignee have first reached a satisfactory delivery date or time (approximate) and Carrier is unable to tender delivery as scheduled through the fault of the consignee.

Note 2 TForce Freight reserves the right to assess the charges against the payer of the freight charges.

**Item 832-2 Diversion – Mexico**

The following charges shall be applied to shipments moving between points in the United States and Canada and points in the Republic of Mexico that are diverted to another carrier other than UPS, its affiliates, or its Agents.

\$115.00 per shipment

For the purposes of this Item, shipments shall be considered as diverted if any of the following conditions are met:

1. The customs broker or freight forwarder indicates the shipment has been diverted to another carrier or freight forwarder other than UPS, its affiliates, or its agents.
2. The customer requests the shipment be diverted to another carrier or freight forwarder after pickup.
3. Shipment is held by the customs broker or freight forwarder for fourteen (14) days or more.
4. The freight is picked up at the dock of Carrier's or its Agent's border service center.

**Item 910-2 Storage**

Freight held in Carrier's possession (or its Agents and connecting carriers) by reason of an act or an omission of the shipper, consignee, or owner, at the U.S./Mexican border or for customs clearance, inspection, or until taxes and duties are paid, and through no fault of Carrier, will be considered stored immediately and will be subject to the following provisions:

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4<sup>th</sup> Business Day the freight was detained or delayed.

**Undelivered Freight Delayed or Abandoned at the Border**

1. If freight cannot be delivered or becomes abandoned at the border, or cannot be transported further because of an error or omission on the part of the shipper, Carrier will make a diligent effort to notify the shipper promptly that the freight is in storage and the reason thereof.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. Freight stored in Carrier's possession will be assessed the following service charge:  
\$3.25 per CWT or fraction thereof per 24 hours or fraction thereof,  
subject to a minimum charge of \$60.00 per shipment per each 24 hours  
and subject to a minimum charge per shipment of \$105.00.

**Storage within Mexico**

Freight held in Carrier's possession (or its Agents and connecting carriers) by reason of an act or an omission of the shipper, consignee, or owner, within the Republic of Mexico the following storage charges shall be applied:

\$70.00 per day per shipment

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4<sup>th</sup> Business Day the freight was detained or delayed.

Note: Carrier reserves the right to assess the charges against the payer of the freight charges.

**Item 915-2 Taxes and Duties**

Freight charges for shipments moving between the United States and Mexico do not include taxes and duties. Taxes and duties are to be handled directly between the payer or owner and broker. Shipments held awaiting line haul transportation until taxes and duties are paid may be subject to storage charges, see Item 910-2.



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**Item 1000-2     Palletizing Shipment**

If the shipper in Mexico ships loose freight that requires palletizing, the following service charge will apply:. This service includes the provision of the pallet, the placement of the loose freight on the pallet, as well as the securing of the freight with plastic wrap.

\$85.00 per pallet

Note:     Carrier reserves the right to assess the charges against the payer of the freight charges.

**Item 1001-2     Border Crossing – Fumigation**

If a shipments contents or pallets require fumigation for border crossing, the following service charge will be assessed to the responsible billing party for the freight line haul charges:

\$65.00 per shipment

Note:     Carrier reserves the right to assess the charges against the payer of the freight charges.

**Item 1002-2     Pickup or Delivery – Special Requirements**

Any additional services performed by the Carrier or its Agent in Mexico, such as but not limited those listed below, will be assessed additional charges as required to perform the service:

- Inside delivery with or without stairs
- Use of additional equipment
- Dedicated use of equipment
- May also apply to shipments exceeding 10 linear feet of trailer capacity
- Expedited shipments

Note:     Carrier reserves the right to assess the charges against the payer of the freight charges.

**Item 1003-2     Security Escort Services**

TForce Freight or its Agent in Mexico, at their sole and unlimited discretion, may require additional security escort services or dedicated secured equipment to ensure the secure delivery or pickup of shipments in Mexico. These charges are variable and will be assessed as required.

Note:     Carrier reserves the right to assess the charges against the payer of the freight charges.

**END OF SECTION 2**