



XPO Logistics Freight, Inc.

NAMING RULES,
REGULATIONS, RATES
AND CHARGES FOR
ACCESSORIAL SERVICES

TARIFF
CNWY 199-AJ.1

Effective January 13, 2025

APPLYING BETWEEN POINTS
IN THE UNITED STATES, CANADA, MEXICO,
AND PUERTO RICO

For Governing Publications, see Item 1.

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Section 1

RULES AND REGULATIONS

Governing Publications

Item 1

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

Publication	Issuing Agent or Carrier	Reference
XPO Logistics Freight, Inc. Base Rates	XPO Logistics Freight, Inc.	CNWX 599
XPO Logistics Freight, Inc. Fuel Surcharge	XPO Logistics Freight, Inc.	CNWX 190
XPO Logistics Freight, Inc. Hawaii	XPO Logistics Freight, Inc.	***CNWX 350
XPO Logistics Freight, Inc. Alaska	XPO Logistics Freight, Inc.	***CNWX 351
XPO Logistics Freight, Inc. Puerto Rico	XPO Logistics Freight, Inc.	***CNWX 300
XPO Logistics Freight Inc, Mexico	XPO Logistics Freight, Inc.	***CNWX 400
Hazardous Materials Regulations	U.S. D.O.T.	CFR Title 49
Mileage Guide (Point-to-Point)	Rand McNally	MileMaker
National Five-Digit United States ZIP Code Directory	United States Postal Service	---
National Six-Character Canadian Postal Code Directory	Canada Post Corporation	---
National Motor Freight Classification	National Motor Freight Traffic Association, Inc.	** NMF 100

** Governs to the extent provided in Tariff CNWX 199 Item 8.

*** In the event of a conflict between the terms and conditions of this CNWX 199 and the referenced tariff effective on date of shipment, the referenced tariff effective on date of shipment shall control.

For the most current version of this or any other tariff, please visit our website <https://www.xpo.com/tariff-library/> In the event of a conflict between a printed tariff and the version posted on the website, the tariff's website version shall control.

Definitions

Item 2

- (1) **ACCESSORIAL RATES & CHARGES:** Additional fees assessed on a shipment, due to additional services provided by the Carrier beyond the normal services included in the Carrier's gross price including linehaul, pickup, and delivery service.
- (2) **BUSINESS DAY OR BUSINESS HOURS:** Except as otherwise provided in individual items of this tariff, the terms "business day" or "business hours" mean that time (8 AM to 5 PM local time) during which operations are generally conducted by the Carrier at the point where the service is performed. The terms "business day" or "business hours" will not include Saturdays, Sundays, or Holidays as defined in this item.

- (3) **LEGAL HOLIDAYS:**

UNITED STATES		CANADA	
New Year's Day	Thanksgiving Day	New Year's Day	Canada/Dominion Day
Memorial Day	Day After Thanksgiving	Good Friday	Labor Day
Independence Day	Christmas Eve	Victoria Day	Thanksgiving Day
Labor Day	Christmas Day	St. Jean Baptiste Day (QC)	Christmas Day
		Civic Holiday (except QC)	Boxing Day

- (4) **DISCOUNT:** Negotiated percentage reduction from Linehaul Charge.

- (5) **GROSS PRICE:** Rates and charges on the freight bill tabulated by multiplying the negotiated rates times the weight per shipment, excluding any discounts, accessorial or surcharges. Linehaul Charge is equal to the Gross Price.
- (6) **NET PRICE:** This is the Gross Price less any applicable Discount.
- (7) **SHIPMENT:** Except as otherwise provided, a “shipment” is a lot of freight received from one shipper at one location and time, for one consignee at one destination, covered by one bill of lading, whose weight includes all packaging, wrapping, and pallets used in the shipment.
- (8) **SINGLE SHIPMENT:** The term “Single Shipment” means only one shipment is tendered from one shipper, at one location and time, for one consignee at one destination, covered by one bill of lading or shipping receipt.
- (9) **SURCHARGES:** Additional fees assessed on a shipment due to costs to the Carrier in such areas as fuel and declaration of excess value.
- (10) **TOTAL PRICE:** Sum total of net price, plus accessorial (if any) and surcharges (if any).
- (11) **VEHICLE:** Wherever the term “trailer,” “vehicle,” or “vehicles” is used, such terms will have reference to either a trailer which does not exceed fifty three (53) feet in length, or two (2) trailers, each of which does not exceed 29 feet in length. The term “doubles-trailer” means a trailer not exceeding 29 feet in length.
- (12) **TRUCK UNIT:** The term “truck unit” shall be understood as meaning a truck, truck and trailer combined, a tractor and a semi-trailer, or a tractor and two semi-trailers, each not exceeding 29 feet in length.
- (13) **IMPORT:** Except as otherwise specifically provided, the term “import” or “import traffic” shall be understood as meaning any traffic having a prior movement from a country outside the destination country.
- (14) **EXPORT:** Except as otherwise specifically provided, the term “export” or “export traffic” shall be understood as meaning any traffic having a subsequent movement to a country outside the origin country.
- (15) In the application of this tariff, the terms LTL, AQ, and TL shall be defined as follows:
 - (a) **LTL** — ‘Less than Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 19,999 pounds or less.
 - (b) **AQ** — ‘Any Quantity’ shall mean all shipments subject to AQ class in the NMFC, weighing or rated as 19,999 pounds or less.
 - (c) **TL** — ‘Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 20,000 pounds or more.
- (16) **MINIMUM CHARGE:** The minimum level for linehaul charges for a shipment, including discount or other price reductions that may otherwise be applicable. The minimum charge level may vary between origin/destination pairs. This charge is not to be interpreted as a single level of charge for shipments of a defined weight between any origin and any destination.
- (17) **ABSOLUTE MINIMUM CHARGE:** The Absolute Minimum Charge, as specifically provided in some tariff items, is not subject to further discount or reduction and is the absolute floor or lowest charge that can be applied.
- (18) **THIRD PARTY:** A person or entity, with either apparent or direct authority over the shipment, but whom is neither the shipper nor the consignee on a Bill of Lading for a shipment.
- (19) **BILL TO:** A person or entity designated as "Bill To" (BT) on the Bill of Lading who is the shipper or the consignee and not a Third Party.
- (20) **LUMPER SERVICE:** Any third party service required by shipper or consignee to provide loading and/or unloading services from the Carrier’s vehicle at a shipper’s or consignee’s facility.
- (21) **BILL OF LADING:** The document signed by the Carrier evidencing the receipt of goods for shipment. In the event of a conflict between the terms and conditions on the Bill of Lading and Carrier’s tariff, CNWY-199, Carrier’s tariff shall control.

Participants

Item 3

Carriers participating in this tariff are as follows:

XPO Logistics Freight, Inc.	MC- 165377	US DOT #241829	CNWY
XPO Logistics Freight Canada Inc.	MC- 370621	US DOT# 838885	CWQC

Priority of Rates and Charges

Item 4

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

When a party, other than the shipper or consignee on the Bill of Lading, is responsible for paying freight charges, such party is known as the "Third-Party" (TP) and the billing procedure is known as "Third-Party Billing" (TPB) subject to the following conditions.

- A. The TP name and address must appear in the body of the Bill of Lading and shipping order at time or original tender.
- B. The TP and the shipper or consignee may not be affiliated.
- C. The TP may not be the majority owner of the shipper or consignee.
- D. The TP may not be the paying agent of the shipper or consignee.

Shipments qualifying for TPB may move either prepaid or collect.

When a party on the bill of lading is affiliated with either the shipper or consignee and is responsible for paying freight charges, such party is a "Bill To" (BT). *Payment terms will be changed from prepaid to collect if the BT and consignee are affiliated, or from collect to prepaid if the BT and shipper are affiliated.*

Priority of rates: The priority of the rates will be as outlined in the following chart with the first rate listed being applied if such a duly negotiated rate program is in place and if not, then the next listed rate program will apply. If no program is in effect, then the default program will apply. PPD is prepaid and COL is collect.

- (1) No invoicing instructions (i.e. Bill To not completed): PPD
 - (a) Use the shipper's outbound PPD program
 - (b) Use consignee's inbound PPD program
 - (c) Use default CNWY 599 rates and charges effective on date of shipment
- (2) No invoicing instructions (i.e. Bill To not completed): COL
 - (a) Use consignee's inbound COL program
 - (b) Use the shipper's outbound COL program
 - (c) Use default CNWY 599 rates and charges effective on date of shipment
- (3) Invoicing Instructions – Bill To: PPD
 - (a) If Bill To is an address for the shipper:
 - (i) Use the shipper's outbound PPD program
 - (ii) Use the shipper's Bill To program
 - (iii) Use consignee's inbound PPD program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
 - (b) If Bill To is an address for the consignee:
 - (i) Use the consignee's inbound COL program
 - (ii) Use the consignee's Bill To program
 - (iii) Use the shipper's outbound COL program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (4) Invoicing Instructions – Bill To: COL

- (a) If Bill To is an address for the consignee:
 - (i) Use the consignee's inbound COL program
 - (ii) Use the consignee's Bill To program
 - (iii) Use the shipper's outbound COL program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (b) If Bill To is an address for the shipper:
 - (i) Use the shipper's outbound PPD program
 - (ii) Use shipper's Bill To program
 - (iii) Use consignee's inbound PPD program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (5) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: PPD
 - (a) Use 3rd party program
 - (b) Use the shipper's outbound PPD program
 - (c) Use consignee's inbound PPD program
 - (d) Use default CNWY 599 rates and charges effective on date of shipment
- (6) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: COL
 - (a) Use the 3rd party program
 - (b) Use the consignee's inbound COL program
 - (c) Use the shipper's outbound COL program
 - (d) Use default CNWY 599 rates and charges effective on date of shipment

Where:

- "In care of party" is defined as party authorized by owner to ship/receive goods.
- All shipments will be presumed as PREPAID unless specifically designated as COLLECT on the Bill of Lading.
- If shipment is moving to points outside of the continental United States or Canada, such as Alaska, Hawaii or Puerto Rico, then applicable shipper pricing is applied. If shipper has outbound COL pricing then it will apply under these circumstances.
- For purposes of this rule, the payer of prepaid charges shall be determined at the time shipment is tendered, notwithstanding that a change in payer may be made by entity that states they are the debtor of the freight charges, subject to provisions outlined in Item 205.

Arrival Notice and Undelivered Freight

Item 5

Arrival Notice:

- (1) Actual tender of delivery at consignee's address as shown on the Bill of Lading constitutes the notice of the arrival of a shipment except for shipments consigned to private residences, as defined in Item 224.
- (2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail, email or telefax.
 - (b) If the consignee's address is unknown to the Carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.

Undelivered Freight:

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

Bill of Lading and Driver Signature

Item 6

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

Bill of Lading - Terms and Conditions

Item 7

The following terms and conditions are incorporated into the Carrier's Bill of Lading and any other bill of lading utilized by shipper and shall apply to all shipments tendered to Carrier. These terms apply to all pricing agreements where this tariff is used as a governing publication.

Notice: Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199 in effect at time of shipment, which is available online at <https://www.xpo.com/tariff-library/> or may be obtained by request to Carrier. Shipment is subject to the release value provisions of the NMFC as set forth in paragraph 2 of the Bill of Lading Terms and Condition. **Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages.**

Carrier liability with shipment originating within the United States: Carrier's liability shall be based on actual NMFC class of the shipment and is limited between \$0.10 and \$5.00 per pound as set forth in Tariff CNWY-199 in effect on the date of the shipment. Carrier's liability for all household goods, personal effects, and articles other than new, including, but not limited to, used, remanufactured or refurbished articles shall not exceed \$0.10 per pound per individual lost or damaged piece within the shipment. Carrier's highest level of liability is \$5.00 per pound per individual lost or damaged piece within the shipment, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods). Shipper may increase Carrier's limits of liability for shipments originating within the United States if the Shipper requests excess value liability on the Bill of Lading in the Special Agreement box below, declares value, and agrees to pay an additional charge by initialing where indicated. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. In no event shall Carrier liability exceed the actual destination value of the goods at the time of shipment. Total excess value liability requested cannot exceed \$100,000.00 per shipment (or \$10,000.00 per shipment for household goods).

Carrier liability with shipment originating within Canada: Unless the Shipper completes the Special Agreement box below, declares value, and agrees to pay an additional charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00, and provided further that Carrier's liability on household goods, personal effects articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (\$0.10) (CAN) per pound per individual lost or damaged piece within the shipment.

SPECIAL AGREEMENT FOR EXCESS VALUE LIABILITY: To request excess value liability for shipments originating in the United States, Canada, and Mexico this section must be completed. Excess value liability requested is hereby specifically stated by the Shipper to be in total USD \$ _____ , or CAN \$ _____ , and Shipper agrees to pay the excess value liability charge: _____ (Shipper's Initials).

Where the NMFC classification is dependent on value, shippers are required to state specifically below in writing the declared value of the property as follows: The declared value of the property is specifically stated by the shipper to be not exceeding \$ _____, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods). This does not constitute a request for excess value liability unless the SPECIAL AGREEMENT box above is completed and initialed.

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

Shipment Received: The shipment is received subject to Tariff CNWY-199, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications (NMFC), the Hazardous Materials Transportation Regulations (Title 49 — CFR, Subtitle B, Chapter 1, Sub Chapter AC), and the Household Goods Mileage Guide (HHGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. The word Carrier is defined throughout this contract as meaning any person or corporation in possession of the property under this contract. It is mutually agreed as to Carrier and each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all of this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the back side of this Bill of Lading.

Carrier liability with shipment originating in or destined for Mexico:

To select excess value liability, Shipper must complete the Special Agreement box below, declare value, and pay the additional charge, in addition to-initialing where indicated. Absent excess value liability, Carrier's maximum liability is seven cents (\$0.07) USD per pound, subject to a maximum total liability per shipment of \$500.00 USD.

SPECIAL AGREEMENT FOR EXCESS VALUE LIABILITY: To request excess value liability for shipments originating in the United States, Canada, and Mexico this section must be completed. Excess value liability requested is hereby specifically stated by the Shipper to be in total USD \$ _____ , or CAN \$ _____ , and Shipper agrees to pay the excess value liability charge: _____ (Shipper's Initials).

"Terms and Conditions"

- 1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and Carrier's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.
- 2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199 shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less, subject to \$100,000.00 maximum total liability per shipment (or \$10,000.00 per shipment for household goods).

- 3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Crown's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of goods, or any cause beyond Carrier's control.
- 4) The Shipper, Consignee, and their agents including but not limited to a Broker and or any Third-Party Logistics Management provider shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for services from the Shipper, or require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.
- 5) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
- 6) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
- 7) Carrier shall provide on request of the Shipper, a written or electronic copy of the rate, classification, rules, and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
- 8) Unless otherwise agreed upon by Carrier in writing, all payments due hereunder shall be made within fifteen (15) calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of the invoice, or within a time period agreed to by the parties in writing, are considered delinquent.

Carrier shall assess a late fee of 10% of the total invoice balance at the time of application, subject to a minimum charge of \$50.00 per shipment every 30 calendar days beyond terms.

When shipments are assigned or placed with a collection agency, attorney or authorized agent for collection, all discounts are revoked, and the Payor is required to pay the Carrier's full undiscounted rate based on tariff CNWY599 and class rates applicable on the date of the shipment. The difference between the discounted and full undiscounted rate constitute the Carrier's liquidated damages for its collection efforts.

- 9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges or submit such claim to arbitration. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300530, unless such arbitration is submitted no later than thirty (30) days after the parties are unable to informally resolve the dispute or claim, but in no event shall such submission be allowed after 210 days of the date of the original bill.
- 10) Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.
- 11) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by Carrier within nine (9) months (sixty (60) days for shipment originating in Canada) after the date of delivery of such goods to the consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for

loss or damage, unless the lawsuit is filed in a court of law, against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof. Carrier shall not be held liable in any binding arbitration as set forth in NMF 100, Item 300160, unless such arbitration is submitted no later than thirty (30) days after the Carrier has provided written notice that they are either unwilling or unable to informally resolve the dispute or claim. Any disputes arising from or related to Carrier's services, including but not limited to shipment charges, loss or damage to goods, and any service exception, shall be governed by applicable federal laws and regulations and the laws of the State of Michigan, without regard to its conflict of laws principles. The exclusive venue and jurisdiction for any action against Carrier shall be the state and federal courts in Washtenaw County, Michigan. The parties consent and waive objection to the venue and jurisdiction of such courts.

Claims based on concealed loss or damage must be reported to Carrier within fifteen (15) days of the date of delivery. Claims filed on shipments with a clear delivery receipt (as concealed damaged) will be declined. If Carrier is not provided an opportunity to inspect alleged concealed loss or damage, the concealed damage claim will be declined. The claimant must offer sufficient evidence to Carrier's representative when inspection occurs to demonstrate by a preponderance of the evidence that loss or damage occurred while the shipment was in the possession of the Carrier. Claimant must maintain the shipping container and its contents in the same condition they were in when damage was discovered, to the extent possible, until Carrier inspection occurs.

- 12) Property not picked-up by the party entitled to receive it within the free time allowed by Tariff CNWY-199 and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage terms and charges as listed in Tariff CNWY-199 Item 231, and Carrier's liability for loss and damage shall convert to that of a warehouseman. The owner, Shipper, and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.

Instructions on completing the "Bill To" Section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee, or any other party of joint and several liability for the payment of charges.

National Motor Freight Classification (NMFC) Item 8

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

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

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

Classification of Combined Articles (exception to NMF 100, Item 422)

Item 9

When not specifically classified in the governing classification or specifically described in this Tariff, articles which have been combined or attached to each other, will be charged at the rate provided for the highest rated articles of the

combination. On a shipment subject to the volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

Rate Quotes

Item 10

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

Exclusive Use (exception to NMF 100, Item 595)

Item 11

SECTION 1—Control of Vehicle or Pup trailer (A Pup trailer is defined as a 28 foot trailer that can be hooked in tandem with a second 28 foot trailer)

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle or pup trailer in which it is to be transported, and the Carrier has control of the vehicle or pup trailer with the unrestricted right to:

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

SECTION 2—Exclusive Use of Vehicle or Pup trailer

When the exclusive use of a vehicle or pup trailer is provided by the Carrier at the request of shipper or consignee, the following provisions will apply:

- (1) The request must be completed through the company sales person to receive quote and control number.
- (2) The bill of lading must contain the control number from the exclusive use quote in order to receive the price given. Exclusive use price is good for normal business hours on the day received only.
- (3) Carrier shall provide to Customer a pup trailer for the Customer to load its goods up to a max weight of 20,000 pounds. Customer is solely responsible to load and protect the goods after loading in such a manner that normal transportation will not injure the goods and as such that the trailer is legal for transport. The Consignee shall be responsible for unloading the goods. The pup trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph (4).
- (4) In the event a lock or seal has been removed from a pup trailer, the Carrier will immediately re-lock or re-seal the pup trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
- (5) Except as otherwise set forth herein, Carrier has no liability for damage to any goods shipped unless Carrier is negligent in its transportation. In such cases, Carrier's liability shall be subject to provisions as noted in CNWY 199, Accessorial Rates and Charges, item 25, Cargo Liability Statement.
- (6) Charges are to be paid or guaranteed by the party requesting the services. Failure to make payment of charges for services performed hereunder will result in penalties and charges.

Freezable Protection (XFZ)

Item 12

The Carrier will not be responsible for damage to shipments of any commodities requiring protection from heat or cold if said damage results from a delivery delay due to: (i) the need for a delivery appointment, (ii) notification prior to delivery, (iii) any other delay in delivery not directly attributable to negligence on the part of the Carrier, (iv) if the shipment is refused by the consignee, or (v) if shipper insists on a pickup when Carrier has declared an embargo on temperature sensitive commodities. Claims for loss or damage filed with a clear delivery receipt (as concealed damage) will be declined.

Freezable Protection Service: Offered October 1 through April 30. Applies to shipments that can be picked up Monday through Thursday with delivery on Tuesday through Friday of that same week and depends on the availability of sufficient and proper equipment. No weekend, holiday layovers or Friday pickups. Carrier will charge \$3.90 per cwt, subject to a minimum charge of \$48.90 per shipment. Carrier reserves the right to suspend.

Currency Exchange and Payment of Charges

Item 13

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

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

Minimum Charge – Household Goods and/or Personal Effects

Item 14

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

Mixed Commodity Shipments (exception to NMFC Rules Item 640, Section 3)

Item 15

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

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

The total cubic feet each shipment occupies will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series, except that a minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).

Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment as determined above.

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

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

Density (PCF)	Class
Less than 1	400

Density (PCF)	Class
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

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

Pickup and Delivery

Item 16

Except as otherwise provided, rates in tariffs making reference to this Tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery of a shipment at one site by the Carrier during business hours (see Item 225 for Pickup or Delivery Service—Saturdays, Sundays, Holidays or After Business Hours) are subject to the provisions indicated below:

- (1) **PICKUP:** At the request of the shipper, the Carrier will furnish and place Carrier's vehicle at the loading site designated by the shipper to pick up a shipment tendered for transportation.
- (2) **DELIVERY:** The delivery of a shipment by the Carrier to the place of delivery specified on the bill of lading will include the placing of Carrier's vehicle at the delivery site designated by the consignee.
- (3) Where consignee requires the Carrier to assemble and drop-deliver consolidated trailer loads for consignee to unload, the Carrier will comply. All shipments will be checked and verified by the Carrier prior to loading. Each shipment will be manifested on the drop trailer manifest. The trailer will be sealed and tendered to the consignee along with the manifest and the delivery bills. The consignee will sign the manifest and Carrier will retain a signed copy of the drop manifest along with the control copies of the delivery receipts. At this time, all shipments shown on manifest will be considered delivered, in the amount as documented by Carrier. Consignee will return delivery receipts and completed manifests to Carrier within 48 hours. Where consignee takes exception, and there is a conflict between consignee's and Carrier's documentation, consignee must provide conclusive and substantial evidence of Carrier negligence. In the absence of such evidence the Carrier's documentation will maintain its veracity, and Carrier liability will not be established, except as indicated on Carrier's documentation.

Loading/Unloading by Carrier

Item 17

- (1) **LOADING BY CARRIER:** Freight tendered for loading shall be so situated by the shipper as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for Carrier to place its vehicle for loading (see Note 1). Loading includes stowing and counting of the freight in or on the Carrier's vehicle. (See Item 216 for Inside Delivery).
Carrier will furnish only one employee per vehicle for loading, be it the driver, helper or any other Carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Loading).

- (2) **UNLOADING BY CARRIER:** Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note 1). Unloading includes the counting and removal of the freight from the position in which it is transported in or on the Carrier's vehicle. (See Item 216 for Inside Delivery).

Carrier will furnish only one employee per vehicle for unloading, be it the driver, helper or any other Carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Unloading).

Note 1: Freight shall be deemed to be immediately adjacent to a space suitable for Carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for Carrier to place its vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used. When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for Carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor Carrier.

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

Prepayment and Guarantee of Charges

Item 19

(Refer to Item 207 for payment terms)

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

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

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

- (1) All ocean charges must be prepaid. Ocean charges will not be advanced by Carrier.
- (2) All rates and charges on shipments for export to Mexico must be prepaid.
- (3) Freight charges on shipments destined or originating from trade shows, traveling shows and exhibits are subject to the following Terms of Payments:
 - (a) Shipments destined to the above locations must be Prepaid or billed to a Third Party.
 - (b) Shipments destined to AND originating from the above locations must be billed to a Third Party or Prepaid and paid at the time of shipment.
 - (c) Shipments originating from the above must be Collect or billed to a Third Party.
- (4) Subject to Note 1 below, shipments consigned to the U. S. Postmaster at a particular point, or to a Carrier for delivery to a U. S. Post Office at a particular point, will be accepted only on the following conditions:
 - (a) All charges on such shipments must be prepaid.
 - (b) The post office stamp on the Carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment.
 - (c) Packages must carry sufficient postage for movement to destinations.

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

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

Returned Undelivered Shipments (RET)

Item 21

Undelivered shipments that are returned to the shipper at the shipper's request prior to loading and movement to linehaul, will be subject to the following rates and charges:

Returned Undelivered Shipments	Charge
Change in documentation	\$128.50 per shipment, PLUS: Transportation to deliver the returned shipment to original shipper, using Tariff CNWY 599, effective current on date of shipment, rate from original destination Carrier service center to the new place of delivery, including any minimum charge, if applicable.

Foreign Tariffs

Item 22

Base rating tariffs not published by Carrier are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's bill, and the bill indicates origin and/or destination United States ZIP and/or Canadian Postal Codes that are not identified and included within the foreign tariff, then rating of the shipment will be accomplished using the current version of Tariff CNWY 599 (includes standard discounts published as part of CNWY 599).

Overcharge Claims—Filing Procedures

Item 23

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

Cargo Liability Statement

Item 25

Carrier's Liability for all Shipments originating within the United States: Except where a lower limitation of liability applies as provided in this Item 25, Carrier's liability shall be limited to the lesser of: (i) an individual lost or damaged piece within the shipment on a per pound basis, specifically the full actual loss defined as the Shipper's original invoice value to the consignee or the destination wholesale market value, minus any applicable salvage value, and subject to these cargo liability limitations; or (ii) the actual invoice, wholesale, retail, destination, or other claimed value of the product, whichever is less. Unless the Shipper declares excess value liability on the Bill of Lading in the Special Agreement box, requests excess value liability and pays an additional charge, Carrier's maximum per pound liability shall be limited based on actual NMFC class as set forth in the table below.

NMFC Class	Maximum Liability
50	\$3.00/lb
55	\$3.50/lb
60	\$4.00/lb
65, 70, 77.5, 85, 92.5, 100, 110, 125, 150, 175, 200, 250, 300, 400 and 500	\$5.00/lb

Carrier's total maximum liability including the declared value is \$100,000.00 per shipment.

Carrier's Liability for all Shipments originating within Canada: Except where a lower limitation of liability applies as provided in this Item 25, and unless the Shipper declares the value in the Special Agreement box on the Bill of Lading, and agrees to pay the excess value liability charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00.

Carrier's Liability for Household Goods: Carrier's liability on household goods shall not exceed ten cents (\$0.10) per pound per individual lost or damaged piece within the shipment, with a maximum of \$10,000.00 per shipment.

Carrier's Liability for Shipments Using Spot Quotes: A "Spot Quote" is a rate given to shipper outside of the normal tariff rates. Carrier's liability for loss or damage to any article(s) or part(s) thereof, for which a Spot Quote determines the freight charge, is limited to a maximum of \$1.00 per pound per individual lost or damaged piece unless the shipper requests excess value liability, declares the value on the bill of lading, and pays the additional charge.

Carrier's Liability for Pallet or Pup/Truckload Rated Shipments: Pallet, Pup and Truckload rates are commodity rates given to the Shipper. Carrier's liability for Pallet, Pup or Truckload Rate programs are limited to a maximum of one (\$1.00) dollar per pound per individual lost or damaged piece within the shipment, unless the shipper requests excess value liability, declares the value on the bill of lading, and pays the additional charge.

Carrier's liability for shipments tendered by a Broker, Agent or Freight Forwarder: If one or more bills of lading or contracts of carriage covers the shipment, Carrier's liability shall be limited to the lesser amount stated on any agreement which controls any portion of the shipment's movement. Carrier shall not be liable to any third party unless the third party provides actual proof of payment. In no event shall Carrier's liability exceed the amount paid by any third party.

Carrier's sole obligation is to the Broker, Agent or Freight Forwarder ("Logistics Provider"). Logistics Provider shall indemnify, defend, and hold harmless Carrier from and against any and all claims, demands, liabilities, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' fees) of whatever nature arising out or related to any claim for cargo loss, damage, destruction or delay made by a customer of the Logistics Provider.

Carrier's liability for shipments of food or animal feed subject to regulation by the Food and Drug Administration: If a shipment containing food subject to regulation by the Food and Drug Administration ("FDA"), including but not limited to the rule on the sanitary transportation of human and animal food pursuant to the Food Safety Modernization Act, is tendered to Carrier, the party tendering such shipment warrants and represents that the food has been packaged so as to ensure such food does not become contaminated or adulterated during transit, and shall otherwise remain in safe and sanitary condition. In no event will Carrier be obligated to provide any specialized handling, and any failure or alleged failure by the Carrier to comply with specialized instructions shall not, in and of itself, result in any presumption that the shipment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose or use. Carrier's liability for shipments which are subject to any such FDA regulations shall in no

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

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

NMFC Released Value: Shipments are subject to the released value provisions of the NMFC in effect on the date of the shipment and shall be considered released at the lowest released value stated therein. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the Bill of Lading the declared value of the property

Carrier’s liability for Specific NMFC Item Commodities:

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

- a. Articles “Used”, “Reconditioned”, or “Refurbished” including but not limited to the following commodities and their Components: Automobile parts (17800–20140), Electrical equipment (60500–63561), Machinery (114000–133320), Vehicles, motors, parts (188500–193050)
- b. Either new or used Baths, Bathtubs, Pool Shells, Shower Baths (Showers), Shower Stalls or Spas, NOI (158260 Subs 1-9), Personal Effects (Other than Government Van Packs or Crates) (100240–100251),
- c. Property bought over the internet from companies including, but not limited to eBay, Amazon or others which is not new merchandise.

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

Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, Exhibition, NOI (154630), Uncrated Machinery (114000–133320) (subject to the NMFC definition of “crate”).

Carrier’s liability for commodities listed below shall not exceed \$2.00 per pound with a Maximum of \$50,000 per occurrence.

Air coolers, Air Conditioners, Air Handlers, Evaporators, Heat Pumps, or Refrigeration (114125), Compressors or Air Ends NOI (118100) Cooling or Freezing Rooms, NOI, or Parts Thereof, NOI; Cooling or Freezing Boxes or Refrigerators, NOI, or Parts thereof, NOI; other than Household (53180), Copy Machines (116030), Furniture (79000–82670), Doors, without Glass (34265), Fireplaces and Fireplace Inserts and Decorative Doors (69310–69482), Furnaces, House Heating, Hot Air (26280), Metal Storage Cabinets (80250–80480), Tops, Cabinet, Chest, Counter, Desk, Stool, Table (83620), Trailer frames (191860), Water Heaters (26510)

Restricted Commodities: Shipper hereby represents and warrants that it has been made aware of and has reviewed Item 32, Restricted Commodities List (“Restricted Commodities”) and agrees that it shall not tender any shipments to the Carrier that consist of any Restricted Commodities. Provided however, if a Restricted Commodity is tendered to the Carrier and it is inadvertently moved through the Carrier’s network, the Carrier’s maximum cargo liability limitation will be limited to ten (\$0.10) cents per pound or a maximum of \$500 per shipment (U.S. Dollars); whichever is less based on the weight of the lost or damaged article.

Liability in Mexico

When service is provided to or from a location in Mexico, XPO advises that it will transport shipments only to or from the Mexican border, and at the border, will interchange the shipment with a Mexican carrier. XPO provides no

actual service within Mexico as a carrier, and will not operate as a carrier within Mexico; rather XPO will contract with and arrange for transportation services with a Mexican carrier for all movements and operations within Mexico.

In the event of cargo loss and/or damage occurring to a shipment originating from or destined to Mexico, liability for damaged freight will not exceed, and will be limited to the lesser of the following: (1) seven cents (\$0.07) USD per pound per item, or (2) the lesser of the invoice, wholesale, or retail price of the freight. In all cases, the maximum liability for any loss or damage is \$500.00 per shipment. This limitation of liability will not apply only when, prior to the tender of the freight, the shipper has expressly selected excess value liability in writing, and XPO is paid for the excess value liability as outlined in Item 7.

Consequential Damages: Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the Bill of Lading the declared value of the property.

In the event of a conflict between the limitations of liability set forth in Item 7, on Carrier's Bill of Lading and this Item 25, this Item 25 shall take precedence.

Inspection of Freight (CBI)

Item 26

1. Inspection may be required. All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary at Carrier's sole discretion. However, Carrier is not obligated to perform any such inspection and Carrier does not promise that acceptance by Carrier of shipment is proof of shipper or consignor or consignee compliance with any such applicable provisions. By tendering the shipment to Carrier, the shipper, consignor, consignee, and any interested third party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Carrier is grossly negligent in performing the inspection.

2. Mandatory minimum or maximum measurements may be applied. When shipments are tendered and rates are applicable according to the density of articles, the total cubic feet each shipment occupies will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series. A minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).

3. Charges for illegible, incomplete, or non-conforming bills of lading. When the commodity description on a bill of lading fails to conform to Item 250100, section 2 (c) of NMF 100 in that the commodity(s) descriptions are not sufficient for the carrier to ascertain the nature of the goods being shipped and the applicable classification, shipments will initially be billed/rated using class 150 and the shipment may be subject to inspection. The carrier reserves the right to use total shipment density to assign the shipment a class based on the table below. Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment. Where articles are unitized with a pallet, platform, rack, or skid; the pallet, platform, rack or skid constitutes the shipping package or a part thereof and shall be included in the computation of density.

Density (PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100

Density (PCF)	Class
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

4. Additional charges may result based on inspection results. An inspection that results in a correction to the Bill of Lading including (1) density of the shipment, (2) the actual or released value of items as defined in the NMFC, (3) lineal foot, (4) cubic capacity, or (5) classification, is subject to the following:

- In the case where the linehaul portion of the charges increase by \$1.00 or more, a \$45.50 correction fee will be assessed plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.

Invoicing Requirements

Item 27

Carrier shall reference its 9-digit shipping number, referred to as a PRO number on each invoice. Unless otherwise agreed upon by the parties in writing, Carrier shall not be required to include on its invoice any other shipment identifier. Other identifiers include, but are not exclusive of purchase order numbers, scope of work number, department name or code, plant number or code, shipper account number, consignee account number or any other identifier used for the internal billing requirements of the shipper or consignee.

Inadvertence Clause – Application of Classes (Exception of NMF 100, Item 170)

Item 28

As an exception to Item 170 of the NMF 100 Series, if the actual density or density group is not shown and the shipment is inadvertently accepted, charges will initially be assessed at class 150. Upon submission of satisfactory proof of a higher actual density or lower class, freight charges will be adjusted accordingly and the shipment will be subject to a charge pursuant to CNWY 199 Item 205, in addition to all other lawfully applicable charges.

Class 0 Commodities

Item 29

All commodities as described in the NMF 100 Series as having a Class 0 application will be rated at Class 300 if the shipment does not have an actual value provided for on the bill of lading or the actual value provided is greater than \$1.25 per pound. Upon submission of satisfactory proof (e.g. invoice documents or specific packing lists with pricing, etc.) that the actual value of the shipment does not exceed \$1.25 per pound, the charges will be adjusted accordingly based on the density/class of the shipment in accordance with an 11 tier full scale density break. If a correction to the bill of lading is requested pursuant to the provisions herein, the shipment will be subject to a charge pursuant to CNWY 199 Item 205, in addition to all other lawfully applicable charges. If the shipment is tendered at Class 0 with an actual value of \$1.25 per pound or less, the shipment will be rated based on the density/class of the shipment in accordance with an 11 tier full scale density break.

Dispute Resolution

(exception to NMF 100, Items 300160 and 300530)

Item 31

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

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

Notwithstanding the forgoing, all such disputes shall be subject to the governing law and venue provisions of CNWY-199, Item 7.

Restricted Commodities

Item 32

1. Unless otherwise provided, the following commodities will not be accepted for shipment:

Animal Carcasses
Bank Bills and related financial documents;
Cannabis
Carbon Black, Lamp, Graphite (**NOTE A**)
Coins (**NOTE B**)
Corpses
Currency, Including Bank Notes, Drafts and Stocks, Bonds or other negotiable instruments that may be traded as currency
Deeds and related legal documents;
Diagnostic Specimens
Electronic Cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any noncombustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device; including any item considered Vape Liquid(s).
Explosives (**NOTE A**)
Fine Jewelry and Watches, other than costume or novelty
Firearms as defined by 18 U.S. Code § 921 (For example, but not limited to, any weapon (i.e., handgun, rifle, shotgun, machine gun, semi-automatic rifle, or similar weapon), frame or receiver, muffler or silencer, or destructive device (i.e., any explosive, bomb, grenade, rocket, or similar device)).
Fossils
Fresh Fruit
Food Commodities that require refrigeration
Furs
Garbage or Waste of Any Kind, Household or Industrial
Hemp, Fiber or Raw Form
Hides, Green or Wet
Live Animals
Live Insects
Live Plants
Liquids in bulk requiring tanker or specialized equipment
Medical waste
Meat, Fresh or Frozen
Milk, Fresh or Frozen
Museum Exhibits or Articles of Antiquity (**NOTE C**)
Original Works of Art (**NOTE D**)
Original, Authentic Data on Recording Device(s) deemed irreplaceable and invaluable
Perishables
Poisonous/Infectious Substances (**NOTE A**)
Postage Stamps
Precious Stones
Precious Metals such as Gold, Silver, Platinum or other similar metal; bullion, dust, precipitates (excluded if such is incorporated into electronics or machinery)
Quicksilver (Liquid Mercury)
Radioactive Materials (**NOTE A**)
Taxidermy
Used PPE Waste
Valuable Papers of Any Kind
Vaping Liquid or Related Products (see Electronic Cigarettes)
Vegetables, Fresh
Any item otherwise prohibited by federal, state or local law, rule or regulation.

2. **Additional terms and maximum liability for inadvertent shipment and damage to prohibited items.**

If a shipment containing food subject to regulation by the Food and Drug Administration (“FDA”), including but not limited to the rule on the sanitary transportation of human and animal food pursuant to the Food Safety Modernization Act, is tendered to Carrier, the party tendering such shipment warrants and represents that the food has been packaged so as to ensure such food does not become contaminated or adulterated during transit, and shall otherwise remain in safe and sanitary condition.

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

If a prohibited article is tendered to the Carrier and it is inadvertently moved through the network, the Carrier's maximum carrier cargo liability will be limited to ten (\$0.10) cents per pound or a maximum of \$500 per shipment (U.S. Dollars); whichever is less based on the weight of the lost or damaged article.

NOTES:

- NOTE A:** Hazardous materials and commodities in the categories listed below are embargoed from movement on Carrier:
- (a) Class A Explosives (Division 1.1, 1.2, 1.5)
 - (b) Class B Explosives (Division 1.3)
 - (c) HRCQ Radioactive Materials (Class 7) (Radioactive materials moving in quantities designated as “Highway Route Controlled Quantities” (HRCQ))
 - (d) Hazardous waste or material requiring an EPA Hazardous Waste Manifest, including any material described as a waste, such as radioactive waste, universal waste, medical waste, or any other waste
 - (e) Etiologic Agents/Infectious Substances (Division 6.2)
 - (f) Material poisonous by inhalation for hazard zone A.
 - (g) Material poisonous by inhalation for hazard zone B when offered in a bulk package greater than 119 gallons
 - (h) Carbon black material and its derivatives
- NOTE B:** Monetary coins, currency, and other financial instruments will not be accepted
- NOTE C:** Excluding antique furniture subject to NMFC Items 100240 or numismatic exhibits subject to NMF Item 63830
- NOTE D:** Excluding pictures or paintings subject to NMFC Items 100240 and 56165 both at released value liability.

Shipper’s Load and Counts and Unloading Agreements

Item 33

This item addresses circumstances where Carrier delivers equipment, generally one or more trailers, to a location for another party (the consignor, consignee, or their respective agents), to either load (a Shipper or Consignor Load and Count) or unload (a Consignee Unloading Arrangement) freight to or from equipment owned or operated by the Carrier. Carrier trailers are hard-installed and equipped with Carrier’s SafeStack Decking System, which constitute part of the trailer. Any and all “dropped” equipment is subject to all other Items, terms, conditions, pricing and accessorial such as pickup, detention, demurrage, storage, and other applicable fees or charges outlined in this Tariff.

A. Shipper’s Load and Count

A customer or shipper may direct or request that Carrier deliver one or more empty trailers to a location, for the benefit or convenience of the consignor, shipper, or their respective agents. Carrier may deliver (or “drop” or “spot”) an empty trailer for a period of time so that the consignor, Shipper, or their agents may load the trailer at a convenient time without a representative of the Carrier present. In these circumstances, termed a “Shipper’s Load and Count”:

1. Carrier shall not be liable or responsible for loading the trailer or counting the freight. The party loading the freight (i.e. the consignor, shipper, or their agents) shall mark Carrier's Bill of Lading "Shipper's Load and Count" or ("SL&C"), indicating that the party, without supervision of the Carrier, performed the counting, loading, blocking, and bracing. Failure to so mark the Bill of Lading, however, will not affect the liabilities of the parties.
2. Carrier shall not be responsible for checking the Shipper's Load and Count for accuracy and shall not be liable for any shortages or damages caused by the loading, bracing, blocking, or other securement of the shipment, prior to the first break-point (the point at which the trailer may be completely or partially unloaded or unloaded due to a delivery, adding additional freight, or otherwise subject to re-securement). If Carrier discovers a load count discrepancy or freight damage, it shall notify Shipper by telephone or electronic mail within forty-eight (48) hours of discovered shortages, overages, or damages to freight on the dropped trailer. Carrier's liability for freight damage, subject to cargo liability limitations in this Tariff, shall begin only after the first breakpoint, and only to the extent that such loss or damage can be directly attributed to the negligence of Carrier.
3. Upon delivery and until Carrier picks up and accepts the trailer or equipment subject to such a "Shipper's Load and Count," it is in the possession, custody, and control of the Shipper, consignor, or their agents. Carrier shall not be liable or responsible for theft or any loss or damage to the freight or equipment that occurs after the delivery or dropping of the trailer at the requested location. Shipper shall be liable to Carrier for any and all damages or loss occurring to Carrier's equipment after delivery at the requested location, and shall repair, replace, or otherwise fully compensate Carrier for equipment that is lost, stolen or damaged while in the possession, custody, or control of the party to whom it was delivered. Carrier's equipment shall not be used other than for the express purpose of loading. Shipper shall cause the equipment to be returned to Carrier in the same condition in which the equipment was delivered, normal wear and tear excepted. Shipper shall be liable to Carrier regardless of the cause of damage or loss. After Shipper compensates Carrier, no provision in this item shall prevent Shipper from recovering from the consignor, agents, or other party responsible for the damage or loss to Carrier's equipment.
4. Shipper or consignor shall be responsible to contact Carrier to arrange pick-up of the dropped trailer(s). After each trailer has been loaded and freight properly secured inside the trailer by blocking, bracing, or otherwise by the consignor or its agents, the Shipper or consignor shall contact the Carrier to pick up the trailer to complete the delivery of the shipment(s), subject to all other Items, terms, conditions, pricing and accessorial outlined in this Tariff.

B. Unloading Agreement

A Shipper, consignee, or their agents may direct or request that Carrier deliver (or "drop" or "spot") and leave a loaded trailer or other equipment at a delivery location for a period of time so that the consignee, Shipper, or their agents may unload the trailer at a convenient time without a representative of the Carrier present. In these circumstances, termed an "Unloading Agreement":

1. Consignee or shipper will be responsible to unload the trailers, count the freight, and note the trailer number and seal number (if sealed), on Carrier's delivery receipt(s) and drop trailer manifest.
2. Consignee or shipper shall be responsible to mark Carrier's delivery receipt(s) "Unloaded by Shipper", "Consignee Unload", or otherwise, indicating that the counting and unloading have been performed by the consignee, Shipper, or their agents, without a representative of the Carrier present. Failure to so mark the delivery receipt(s), however, will not affect the liabilities of the parties.
3. Upon delivery and until Carrier picks up and accepts the trailer or equipment subject to such an "Unloading Agreement," it is in the possession, custody, and control of the Shipper, consignee, or their agents. Carrier shall not be liable or responsible for theft or any loss or damage to the freight or equipment that occurs after the delivery or dropping of the trailer at the requested location. Shipper shall be liable to Carrier for any and all damages or loss occurring to Carrier's equipment after delivery at the requested location, and shall repair, replace, or otherwise fully compensate Carrier for equipment that is lost, stolen or damaged while in the possession, custody, or control of the party to whom it was delivered. Carrier's equipment shall not be used other than for the express purpose of unloading. Shipper shall

cause the equipment to be returned to Carrier in the same condition in which the equipment was delivered, normal wear and tear excepted. Shipper shall be liable to Carrier regardless of the cause of damage or loss. After Shipper compensates Carrier, no provision in this item shall prevent Shipper from recovering from the consignee, agents, or other party responsible for the damage or loss to Carrier's equipment.

4. Consignee, shipper, or their agent(s) will notify Carrier of any shortages, overages, or damages promptly, by telephone or electronic mail within forty-eight (48) hours of receiving the trailer. Failure of the consignee or shipper or their respective agents to report such shortages, overages, or damages to the Carrier within forty-eight (48) hours shall constitute acceptance of the freight in good order and the absence of such liability for Carrier. Carrier's liability for freight damage, if any, is subject to cargo liability limitations in this Tariff, and only to the extent that such loss or damage can be directly attributed to the negligence of Carrier.
5. Consignee or shipper or their agents will return to Carrier all delivery receipts and drop trailer manifests within forty-eight (48) hours of receiving the trailer, grouped by trailer number. Failure of the consignee or shipper or their respective agents to return such manifests within forty-eight (48) hours shall also constitute acceptance of the freight in good order.
6. Shipper or consignee shall be responsible to contact Carrier to arrange pick-up of the dropped trailer(s). After each trailer has been unloaded by the consignee, shipper, or their agents, the consignee or Shipper shall contact the Carrier to pick up the equipment and unloaded trailer, subject to all other Items, terms, conditions, pricing and accessorials outlined in this Tariff.

C. Indemnification, Limitation of Liability, and Other Items Applicable

1. Shipper will defend, indemnify, and hold harmless Carrier, and Carrier's employees, officers, and directors from any and all claims, losses, or damage to property or personal injury, up to and including death, that arise out of, or are related to, the loading or unloading of Carrier's dropped trailers or equipment, while the trailer is in the possession, custody, or control, of the Shipper, consignor, consignee, or their respective agents .
2. Carrier shall in no event be liable for any special, incidental or consequential damages. Further, Carrier shall not be liable for any loss or damage to the freight occurring while the trailer is in the possession, custody, or control of the consignor, consignee, shipper, or their respective agents.
3. Each Shipper's Load and Count and Unloading Agreement is subject to all other Items, terms, conditions, pricing and accessorials in this Tariff, including but not limited to, Pickup and Delivery, After Business Hours Pickup or Delivery, unique or particular Pickup or Delivery locations, Detention with Power, Detention without Power, and others.

Section 2

RATES AND CHARGES

(All Rates and Charges in this Section will be assessed against the party requesting the service unless written authorization to the contrary has been received.)

Guaranteed Service (G!) (GUR)

Item 200

This service provides a guarantee that Carrier will arrive at final destination customer with the entire shipment within the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading. The shipment must be ready for pickup no later than 5 PM local time on the day of shipment.

A twenty-five percent (25%) fee of the net linehaul charge will be added to the price of the shipment, subject to a minimum charge of \$63.00 per shipment and applicable fuel surcharge.

Customer may request Guaranteed Service (G!) by clearly and legibly marking these words "Guaranteed Service" (the terms "Guaranteed" as well as the letter "G!" will be accepted) in the body of the Bill of Lading or checking the Guaranteed Service box on the Carrier Bill of Lading, and notifying the Carrier Driver Sales Representative who picks up the shipment.

The “standard” transit time will be that listed on the Carrier’s website (<http://xpo.com/solutions/transportation/less-than-truckload-1t1>) on the day the shipment is tendered. A customer may request Guaranteed Service (G!) on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Carrier. Only points where Carrier provides direct service are included.

In the event both Guaranteed Service (G!) and Guaranteed by Noon Service (G!12) are marked on the Bill of Lading, Guaranteed by Noon Service will supersede the request for Guaranteed Service for rating and shipment handling.

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

Should Carrier fail to arrive at final destination customer with entire shipment within the standard transit time and failure was not due to any of the reasons listed above, Customer may file for a refund of the fee within 15 days of delivery on the Carrier’s website.

The following **cannot** move via **Guaranteed Service (G!)**:

- 1) Delivery requiring liftgate equipment;
- 2) Shipments requiring temperature control;
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
- 4) Shipments with an aggregate weight of 20,000 pounds or heavier;
- 5) Shipments marked as Exclusive Use (Item 11);
- 6) Shipments marked Guaranteed by Noon (Item 251);
- 7) Shipments marked or rated as spot quotes, or those eligible for spot quote pricing

Construction Site and Power or Utility Site Pickup (OCS) or Delivery (CSD)

Item 201

Shipments picked up or delivered to construction sites and power or utility sites will, in addition to all other applicable charges, be subject to a charge of \$170.50 per shipment.

The term construction site shall include but not be limited to the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

The term utility site” shall include a facility or site that creates, distributes, or otherwise handles electric power, natural gas, steam supply, water supply, water treatment, sewage or garbage removal, or telecommunications. These may include, but not be limited to, power generation stations (including but not limited to nuclear, thermal, hydroelectric or fossil fuel), gas transmission, gas pipelines, pumping stations, garbage dumps, broadband telecommunication sites with wired or other cable or phone services, solar farms, or wind farms.

If a pickup or delivery address would meet the definition for more than one of CNWY 199 - Items 201, 202, 219, 224, and 226, the Carrier will only apply a single charge per address, per shipment.

Government Sites, Airports, Mines, Natural Gas, Oil Fields – Pickup (OMS) or Delivery (DMS)

Item 202

Shipments picked up or delivered to the following location types will be subject to a charge of \$209.00 per shipment in addition to all other applicable charges.

- Government sites including, but not limited to:
 - United States Postal Service / Canadian Post facilities
 - Courthouses
 - Military bases and military locations such as missile sites
 - Military and civilian radio, aviation, and electronic stations
 - Government research stations
 - Fire stations, Police Stations, or similar public service stations
 - State or National Parks, or other parks managed by a governmental entity such as county or municipality
- Correctional Facilities
- Airports
- Mines / Quarries
- Natural Gas Facilities
- Oil Fields

Government Sites – Facilities and/or geographic regions managed by the government. These sites may or may not have a United States ZIP or a Canadian Postal Code assigned.

Correctional Facilities – Includes, but is not limited to, prisons, jails, detention centers, or other correctional facilities where individuals are incarcerated or detained, and public access is prohibited or significantly limited. A correctional facility may be privately owned and managed or run by the government.

Mines / Quarries – The site of any mineral or mine location, quarry, whether underground or open mining, including the entire property of the mine/quarry.

Natural Gas / Oil Fields – The site of any location used for obtaining or the production, refining, or storage of natural gas, oil, or any other fuel or fuel additive.

If a pickup or delivery address would meet the definition for more than one of CNWY 199 - Items 201, 202, 219, 224, and 226, the Carrier will only apply a single charge per address, per shipment.

Advancing Charges (ACX) (exception to NMF 100, Item 300)

Item 203

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of the shipment (Subject to Note 1). The basis of charges to be advanced, as shown in Note 1, must be stated on bill of lading at time of shipment.

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

The charges for advancing charges will be five percent (5%) of the advanced amount, subject to a minimum fee of \$133.50 per bill.

Note 1: The term “Charges Incidental to the Transportation of the Shipment” shall include only the following:

- (1) Charges for packing or crating of the shipment.
- (2) Loading or unloading charges.
- (3) Inbound transportation charges, not a part of the continuous through movement of the shipment.
- (4) Inbound transportation charges when such charges are derived from rates or charges on file with the Federal Maritime Commission.
- (5) Drayage charges (Subject to Note 2).
- (6) Drayage charges (Subject to Note 2) or inbound linehaul transportation charges when payment of such charges are guaranteed in writing by the shipper or his agent.

- (7) In-bond or Custom House charges.
- (8) Wharfage or handling charges on import shipments.
- (9) Warehouse storage or warehouse handling charges.
- (10) Broker's fees on customs or in-bond freight.

Note 2: The term "Drayage" as used in this item shall mean local transportation within the pickup terminal area, from actual origin to the linehaul Carrier's dock.

Bills of Lading – Corrections (CBL)

Item 205

Changes to shipment terms, shipper, consignee, including origins and destinations, description, NMFC class, pieces, and/or weight can be made by the shipper within thirty days (30) days after the shipment has been accepted by the Carrier. The consignee may request a change in the terms of payment from prepaid to collect. The changes must be in writing in the form of a letter on the shipper's letterhead, or a corrected Bill of Lading both of which require written authorization from the consignee as well. Carrier will assess a charge of \$47.35 each time a correction is made at the request of the shipper and/or consignee. Each request can contain more than one correction by the shipper. This charge will apply in addition to all other rates and charges found in CNWY 199 or other rating or pricing agreement between shipper and Carrier. No changes will be accepted that increase Carrier's liability regarding loss or damage.

C.O.D. Shipments (COD, CCD, ONX) (including Order Notify)

Item 206

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

- (1) Shipments tendered for COD must be stamped, typed or written with the word "COD" on all such Bills of Lading and shipping orders immediately before name of consignee; OR, "COD" in red letters must be stamped or printed across the face of all Bills of Lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street address of shipper and consignee must be shown on Bill of Lading and shipping order. The following information must be shown on any shipment that is tendered for COD:

Collect on Delivery, \$ _____ and remit to:	
Street _____	
City _____	
State _____	ZIP _____
COD charge to be paid by:	
Shipper _____	Consignee _____

- (2) Carrier will not accept COD shipments with a value of more than \$89,999.99. If shipment is inadvertently accepted for an amount higher than \$89,999.99 it will be returned to shipper. If Carrier inadvertently accepts a COD shipment with the amount higher than \$89,999.99, Carrier's liability, if any, will not exceed \$89,999.99.

- (3) Only the following forms of payment will be accepted in payment of COD amounts: (1) bank cashier's check; (2) bank certified check; (3) money order or (4) personal check of the consignee. Failure of the shipper to specify the method of payment would make a bank cashiers check, bank certified check, money order, or personal check acceptable. All checks and money orders shall be made payable to the shipper. The Carrier will accept checks and money orders only as the agent of the shipper and the Carriers' responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper. Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollectible funds, forgery, or any other reason beyond Carriers control, even when Carrier is specified as the Payee on COD check. Carrier will not be liable for accepting a specified form of payment and will not be liable or obligated to take independent steps to verify the instrument.
- (4) The charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be **six percent (6%)** of the COD amount, subject to a minimum COD fee of \$167.00 per COD bill.
- (5) (a) Carrier, will upon written request from the shipper, change the status of a COD shipment (except as prohibited by Sec. 1 above) by increasing, reducing, or canceling the amount of the COD, subject to the following provisions:
- (1) The request must be received by the delivering Carrier in time to accomplish the change requested prior to effecting delivery of this shipment.
 - (2) A charge of \$167.00 per shipment will be made for increasing, reducing, canceling or adding the COD amount.
- (b) Carrier will, upon written authorization from shipper, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$167.00 per shipment. If request received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in Carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge if any.
- (6) Order Notify Shipments will not be handled. If handled inadvertently, then a shipment moving on Order Notify Bills of Lading will be subject to a charge of **six percent (6%)** of the amount subject to a minimum of \$544.00, to cover the liability for handling of such Bills of Lading. This charge will be in addition to all other applicable charges and will be collected from the party paying the freight charges.

Late Payment Charge (LP1 – LP6)

Item 207

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

Carrier shall assess a late fee of 10.00% of the total invoice balance at time of application, subject to a minimum charge of \$50.00 per shipment every 30 calendar days beyond terms. When shipments are assigned or placed with a collection agency, attorney or authorized agent for collection, all discounts are revoked, and the Payor is required to pay the Carrier's full undiscounted rate based on tariff CNWY599 and class rates applicable on the date of the shipment. The difference between the discounted and full undiscounted rate constitute the Carrier's liquidated damages for its collection efforts. An invoice dispute is insufficient grounds for debtor to withhold payment of any other valid invoices.

Request for change of debtor will be subject to provisions outlined in Item 205.

Return Check Fee – Pickup (RCO) or Delivery (RCF)

Item 208

Upon receipt of written notification that a check has been returned to the Carrier for non-payment due to insufficient funds, closed account or any other reason outside the control of the Carrier, a charge of \$138.00 for each returned check, will be applied against the customer's account.

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

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

In Bond Freight – United States

(CIB, IBC, IBS, WAA, IBI)

Item 209

- (1) Shipments moving under United States Customs Bond for U. S. Customs Clearance at a point in the United States or delivery by Carrier are required to be made under U. S. Customs Supervision. Such shipments will be assessed a charge of \$6.95 per 100 pounds, subject to a minimum charge of \$190.50 and a maximum charge of \$558.00 per shipment or per vehicle, if more than one vehicle is required to transport the shipment (Subject to Note 1). Such charges shall be in addition to all other applicable charges.
- (2) Linehaul rates on shipments requiring U. S. Customs Clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U. S. Customs Clearance, plus the rates and charges applicable from the point of U. S. Customs Clearance to the final destination except no beyond linehaul rates will apply when the final destination is located within the commercial zone of the point of U. S. Customs Clearance and is subject to the same linehaul rate as the point of U. S. Customs Clearance.
- (3) Each I. T. Permit (Immediate Transportation Permit) issued for movement of an in-bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharfs or when such shipments are delivered to a U. S. Customs Bonded Warehouse.
- (4) Shipments tendered in a vehicle sealed by or at the instructions of the shipper, or as required by competent authority, will be rated as follows:
30,000 pounds at the Class 85 scale, 15M, rate per 28 foot trailer, Tariff CNWY 599, current version.
On shipments cleared en route by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- (5) Shipments moving from the United States under a TIR Carnet issued by the originating Carrier are subject to a charge of \$360.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
- (6) When necessary for Carriers to purchase and apply “High Security Red In-Bond Seals” for shipments moving under United States Customs Bond, a charge of \$139.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of High Security Red In-Bond Seals.
- (7) When Carrier is required to pick up shipping documents or Customs Release Forms to present at the border for forwarder or broker for validation prior to pickup of a shipment, a charge of \$115.50 per shipment will apply, subject to a maximum charge of \$590.00 when import documents for multiple shipments are picked up on a single day for a single account, for each pickup of such shipping documents or Customs Release Forms.
- (8) When Customs requires a physical inspection of the shipment, through no fault of the Carrier, and such inspection delays the Carrier, the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$227.00 will apply in addition to all other applicable charges.
- (9) Shipments waiting for U. S. Customs Clearance will be subject to the applicable detention charges in NMF 100, or storage charges in CNWY 199 Item 231. Detention charges, if any, will be assessed against the party responsible for linehaul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

Note 1: On shipments of alcoholic beverages, the charges in Paragraph 1 will not apply when shipments are consigned to a U. S. Customs Bonded Warehouse and Carrier is not requested to clear shipment through U. S. Customs. The following certification must be shown on the bill of lading:

“This is to certify that Carrier is not required to clear shipment through U. S. Customs while in his possession.”

(Signature of authorized shipper personnel)

Sufferance Warehouse Charges – Canada (SWC, SWH, SWS, SWD, SWE, SWP, SWR)

Item 210

This item covers shipments moving from points in the United States into Canada for Canadian Customs Clearance at a point in Canada beyond the border. The Consignee and Shipper will be jointly and severally liable for the charges set forth in this Section 210 regardless of whether the bill of lading is prepaid or collect, or such charge occurred as the result of an error or omission of shipper, consignee or any third party. All charges are payable in US funds.

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

Locations	Rate or Charge Per 100 Pounds	Minimum Charge
Eastern Provinces of NB, ON, and QC	\$5.00	\$47.85
Remaining Provinces of AB, BC, MB, NL, NT, NS, NU, PE, SK, and YT	\$5.00	\$96.75

- (2) Should Canada Customs require a shipment to be examined, a fee of \$379.00 will be applied
- (3) If a shipment is held at a sufferance warehouse, it will be subject to the following fees:
- **HANDLING FEE** of \$6.65 per 100 pounds subject to a minimum charge of \$94.75.
 - **STORAGE FEE** of \$6.65 per 100 pounds per day or \$83.00 per day, whichever produces the higher amount.
- (4) At the importer's request, should a shipment be redirected from one customs warehouse to another, a fee of \$57.75 per shipment will be assessed for remanifesting of paperwork. Item 228 (Reconsignment or Diversion) shall still apply.
- (5) When Customs performs a paperwork inspection on the shipment and such inspection delays the Carrier (through no fault of the Carrier), the provisions of Item 211 (Detention with Power) shall still apply.
- (6) When Customs requires a physical inspection of the shipment and such inspection delays the Carrier (through no fault of the Carrier), the charge invoiced to Carrier by the inspection agency will be added to the freight bill and a charge of \$227.00 will apply in addition to all other applicable charges.

Detention With Power – Pickup (ODD) or Delivery (DWD)

Item 211

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

SECTION 1—Charges:

- (1) When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$68.75 for LTL shipments subject to a minimum charge of \$90.75.
- (2) The charges for this service will be assessed against the payor of freight charges.

SECTION 2—Free Time:

- (1) Free time per vehicle stop shall be as follows:

Actual Weight (in pounds)	Free Time (in minutes)
Less than 1,000	15
1,000 thru 4,999	30
5,000 thru 9,999	40
10,000 or more	60

SECTION 3—General Provisions:

- (1) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
- (2) Computation of time shall begin upon arrival of the driver to the delivery location. The computation of time shall end upon completion of the loading or unloading and the driver's departure from the dock or delivery location per driver or carrier electronic records.
- (3) When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.
- (4) When Carrier is permitted or required to work before or after the normal business day (8:00 a.m. to 5:00 p.m.), such working time shall also be included.
- (5) When shipper tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time.
- (6) The provisions and charges for this item also apply to third-party equipment.

SECTION 4—Multiple Shipments:

In the event that a shipper tenders or a consignee receives multiple shipments in the same pickup or delivery, leading to loading or unloading delays, the following will apply.

- (1) The combined weight of all shipments being loaded or unloaded shall be used to assess the total free time per vehicle stop.
- (2) The total charge for this service shall be assessed based on the combined weight of all shipments. A pro-rated charge will be imposed on each individual customer, proportionate to the share of the combined shipment weight that their shipment(s) represents.

Detention Without Power – Pickup (ODW) or Delivery (DDW)

Item 212

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

SECTION 1—Charges:

- (1) **General detention charges:** After the expiration of free time as provided in this item, charges for detaining a trailer will be assessed as follows:

CHARGE

For each day or fraction thereof following the initial free period \$206.00

When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply (Item 211).

- (2) **Delay in trailer pickup charge:** No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of shipper, consignee, or other designated party. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in CNWY 199 Item 211.

SECTION 2—Computation of Free Time:

- (1) A spotted trailer will be allowed one calendar day of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the end of the day when the trailer is placed by Carrier at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time

shall commence when the trailer is spotted at the site specifically designated by the shipper or a party designated by shipper.

- (2) Shipper, consignee, or other designated party shall notify Carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the Carrier receives notification.

SECTION 3—General Provisions:

- (1) Subject to the availability of equipment, Carrier may spot empty or loaded trailers for loading or unloading on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (2) In the case of spotting for loading the Bill of Lading must show “Shipper Load and Count”, however failure to mark the bill of lading will not affect the liabilities of the parties. Loading or unloading will be performed by shipper, consignee, or other party designated by them. Carrier shall not be responsible for loading the trailer or counting the freight.
- (3) Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the Carrier. Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designated by consignee. Carrier shall not be responsible for any claims arising from exceptions (overages, shortages, damages) noted at Carrier’s first physical check of the shipment provided such exceptions are timely reported.
- (4) Shipper, consignee, or other designated party receiving a spotted trailer, shall be liable if the trailer is lost, stolen or damaged while in their custody and control.
- (5) The detention charges due the Carrier shall be paid by the party for whom the service is performed. Notwithstanding the foregoing, any Detention without Power shall be ultimately guaranteed by the Shipper, and nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for Detention without Power from the Shipper.
- (6) Nothing in this item shall require a Carrier to pick up or deliver spotted trailers at hours other than Carrier’s normal business hours.
- (7) The provisions and charges for the detention of vehicles with or without power units will also apply to equipment owned by steamship lines, railroads, or third party leasing companies.

Diversion to Another Carrier – Pickup (DMA) or Delivery (DMD)

Item 213

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

- (1) The shipment will be charged for on the basis of movement from the origin to the point of transfer.
- (2) A charge of \$118.00 per hour, per person, subject to a minimum charge of \$219.00 will be made for all time required in unloading and reloading the vehicle to accomplish such diversion.
- (3) A charge of \$25.70 per 100 pounds, subject to a minimum charge of \$219.00, will be made for delivery service.

Extra Labor – Pickup (ELO) or Delivery (ELD)

Item 214

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

	Per Person Per Hour or Fraction Thereof	Minimum Charge Per Person
Monday – Friday — During Business Hours	\$161.00	\$451.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.

Inside Pickup (OIP) or Delivery (DID)

Item 216

When requested by shipper or consignee, and Carrier's pickup or delivery operating conditions permit or allow, the Carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in CNWY 199 Item 16 (Pickup or Delivery Service).

Services provided under this item will be assessed a charge of \$16.20 per 100 pounds, subject to a minimum charge of \$165.00 and a maximum charge of \$1,395.00. Service requested under this item on the bill of lading will be assessed a charge for which the Shipper, Consignee and the agent of the freight charges shall each be liable, jointly and severally. If the service is not performed, the charge will be cancelled. Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for pickup or delivery charges from the Shipper.

Consolidations – Distributions – Pickup (HCB) or Delivery (HCC)

Item 217

On shipments delivered to a Carrier's service center (Freight Terminal) by another Carrier for purposes of consolidation or distribution, a handling charge of \$6.10 per 100 pounds, subject to a minimum charge of \$73.75 per shipment, will be assessed. Charges named herein must be prepaid.

Liftgate, Special or Hand Loading (OLG) / Unloading Service (DLG)

Item 218

Where Carrier is required or requested to use or employ its mechanical or hydraulic lifting, or any lifting or lowering devices ("Loading/Unloading Equipment"), this charge applies. This charge also applies when Carrier personnel are required to employ any special or unusual additional services such as loading or unloading a shipment by hand or other means when Loading/Unloading Equipment is either unavailable or impractical. When the lift gate equipment is not available due to loading dock issues and Carrier must use its Loading/Unloading Equipment or Carrier personnel use alternative means to load or unload the goods from the trailer to or from the ground in order to accomplish pickup or delivery of the goods to or from Carrier's vehicle, this charge applies. Circumstances necessitating this charge, and what constitutes a need for Loading/Unloading Equipment or special or unusual or hand loading or unloading is subject to the reasonable discretion of Carrier. An additional charge of \$12.80 per 100 pounds, subject to a minimum charge of \$246.00 and a maximum charge of \$612.00, will be assessed based upon the actual weight of the shipment or shipments for which such service is rendered, at one time.

This charge is in addition to all other applicable rates and charges. For example, if the shipment is also subject to Item 238, Excessive Length Shipment fees shall apply, in addition to any other appropriate charges.

The charges for this service shall ultimately be paid by the party for whom the service is performed. Notwithstanding the foregoing, any Liftgate, Special or Hand Loading / Unloading Service shall be ultimately guaranteed by the Shipper, and nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for such service from 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 such locations as are safe and accessible to the vehicle. Service requested under this item on the bill of lading will be assessed a charge against the payor of freight charges.

Piers, Wharfs, Ports, and Container Freight Stations – Pickup (OPW, OCF) or Delivery (DPW, DCF)

Item 219

Any pickup or delivery to a Pier, Wharf, Port, or Container Freight Station will be subject to the charges listed below.

Piers and wharfs can extend into bodies of water or can be located on the edges of water types such as, but not limited to, harbors, lakes, rivers, or canals. They can contain businesses or have docking areas for loading/unloading freight.

This item does not apply to shipments picked up from or delivered to yacht clubs, harbor clubs or marinas.

If a pickup or delivery address would meet the definition for more than one of CNWY 199- Items 201, 202, 219, 224 and 226, the Carrier will only apply a single charge per address, per shipment.

Locations	Rate or Charge per 100 pounds	Minimum Charge
Piers or Wharfs/Ports	\$16.05	\$277.00
Container Freight Stations (CFS)	n/a	\$95.25

Re-Labeling – Pickup (ORL) or Delivery (DRL)

Item 220

The provisions of NMF 100 Item 580 will apply: however, Carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a charge of \$7.75 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$128.50 per shipment.

Notification Prior to Delivery (DNC)

Item 221

When instructions or requests are made to Carrier, requiring, asking, or encouraging carrier to provide notification prior to delivery, the charge for this service shall be \$20.00.

Generally, notification occurs when Carrier informs or advises Consignee or Shipper of arrival prior to delivery. Notification is often, but not always, provided when the driver is enroute, or on the day of delivery. Instructions or requests for notice may be communicated orally or in writing, noted on a bill of lading or any shipping order, or otherwise. Authorized verbiage examples include, but are not limited to, "Call for carrier convenience," "Call ahead," or "Call before delivery." When Notification Prior to Delivery is requested the charge for notification will be charged to the party responsible for all other charges (Shipper if a prepaid shipment and Consignee if a collect shipment). Notification differs from Appointments (Item 253). Carrier determines what constitutes each in its reasonable discretion, and each is subject to different fees identified in different tariff Items.

Palletizing, Sorting, or Segregating – Pickup (OSS) or Delivery (SRT)

Item 222

RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, palletizing, sorting, or segregating freight. Any request for such service shall subject the shipment to a charge of \$1.95 per piece or \$5.00 per 100 pounds, whichever produces the greater amount, with a minimum charge of \$196.50 per shipment. A request shall not be construed as an obligation of the Carrier to perform such services.

Residential and Limited Access – Pickup or Delivery

Item 224

Residential and Limited Access pickup or delivery situations are outlined below. What constitutes Residential or Limited Access is determined by Carrier in its reasonable discretion. Pickup from and delivery to such locations shall be limited to a safe, reasonably accessible, functional, and practical location on or near the premises. Provisions of this Item 224 and sub-Items shall not be construed as obligating Carrier to provide such service if, for any reason, Carrier finds it impracticable or unsafe to provide the service.

Appointments are available but not required. To request an appointment, the shipper or consignor should update the Bill of Lading to (1) clearly indicate that the delivery address is at a Residential location or Limited Access facility, and (2) list the name, address, email address, and telephone number of the contact to arrange for delivery. Failure to

make advance arrangements or properly complete the bill of lading by the shipper or consignor does not, however, prohibit a fee for residential or limited access pickups or deliveries.

Separate charges may be incurred for pickup and delivery. The charges provided in this item may be in addition to other appropriate charges; service charges for residential or limited access do not prohibit other charges pursuant to different tariff items.

If a pickup or delivery address would meet the definition for more than one of CNWY 199 - Items 201, 202, 219, 224, and 226, the Carrier will only apply a single charge per address, per shipment.

Pickup or delivery will not be performed by Carrier in a situation or at a location where it is impracticable to operate commercial motor vehicles. When essential according to operating conditions, Carrier may move shipments or portions of shipments from or to locations different from the usual loading or unloading locations. An unsafe, impractical, reasonably inaccessible location or situation may include, but is not limited to: inadequate loading or unloading facilities; the condition of roads, driveways, alleys, bridges, ferries or approaches thereto; acts of God; weather; riots; the authority of law; strike by consignor's or consignee's employees; the existence of violence; or any other circumstances creating reasonable apprehension or danger to person or property. Whether to pickup or deliver under these or similar circumstances is subject to the reasonable discretion of Carrier.

If, through no fault of Carrier, the shipment is refused or non-deliverable and cannot be delivered, it will be treated as any other shipment that is refused or non-deliverable, subject to additional charges for notification, redelivery, storage, etc.

Section 1 – Residential Pickup (RSO) or Delivery (RSD)

Shipments picked up at or delivered to residential locations (see Note 1) will be assessed a charge of \$15.25 per 100 pounds, subject to a minimum charge of \$170.50 per shipment and a maximum charge of \$839.00 per shipment or maximum \$839.00 per trailer if more than one trailer is used to transport the shipment.

Note 1: The term “residential” shall include, but not limited to, single family houses, multi-family houses, duplexes, fourplexes, apartments, flats, condominiums, town homes, cooperatives, manufactured homes, mobile homes, tiny homes, cabins, lake houses, beach houses, farms, estates, a business operating within a private residence, locations on which a private dwelling is also located, and other such locations not generally recognized as commercial locations and shall apply to the entire residential premise as determined by Carrier in its reasonable discretion.

Note 2: If additional labor other than the driver is provided, the charges provided in Item 214 shall apply. Such charges will be in addition to all other appropriate charges.

Section 2 – Limited Access Pickup (OLA) or Delivery (DLA)

A Limited Access location may include any of the following conditions: (1) not open to the public during normal business hours; (2) not having personnel readily available to assist with pickup or delivery; (3) sites where security related inspections and processes are required before pickup or delivery can be performed; (4) sites in which vehicle access is restricted by a gate or other barrier.

Shipments picked up at or delivered to limited access locations (see Note 1 and 2) will be assessed a charge of \$15.25 per 100 pounds, subject to a minimum charge of \$170.50 per shipment and a maximum charge of \$839.00 per shipment or maximum \$839.00 per trailer if more than one trailer is used to transport the shipment.

Note 1: Limited Access locations include, but are not limited to:

- Amusement Parks
- Bars
- Car Dealerships/Showrooms
- Car Washes
- Camps or Campgrounds
- Cemeteries
- Convenience Stores
- Day Cares or Preschools
- Fairgrounds
- Gas Stations
- Golf Courses/Country Clubs (Golf, Tennis, or Other)
- Hospitals
- Lodging Facilities (Hotels, Motels, Resorts, etc.)
- Medical Centers/Clinics
- Nursing/Retirement/Assisted Living Facilities

Parks
Places of Worship (i.e., Churches, Synagogues, Mosques, Temples, etc.)
Restaurants
RV Parks
Schools (Elementary, Middle, High School, College, or University whether Public or Private)
Self-Storage Facilities (Warehouses or Storage Units)
Ski Resorts or other Recreational Resorts
Vineyards or Wineries

Note 2: If additional labor other than the driver is provided, the charges provided in Item 214 shall apply. Such charges will be in addition to all other appropriate charges.

Saturdays, Sundays, Holidays, or After Business Hours – Pickup (OAH, OSH) or Delivery (DAH, DSH) Item 225

- (1) When shipper or consignee requests Carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, or requests Carrier to pick up or deliver equipment, either empty or containing freight, on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to a charge of \$189.50 per labor hour or any fraction thereof, minimum charge based upon four hours service. Such charges shall be in addition to all other applicable charges.
- (2) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the Carrier before pickup or delivery will be made.

Exhibition or Trade Show Shipments – Pickup (PEO) or Delivery (PED) Item 226

Shipments originating at or destined to exhibition or trade show sites including advanced warehouses will be subject to an additional charge of \$256.75. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item.

Shipments will be rated at class 125 under NMFC Item 154630 or actual class if higher. FAK provisions, class exceptions and NMFC released value class exceptions do not apply.

Note 1: Exhibition or Trade Show Deliveries are not eligible for Appointment service described in Item 253 or Inside Delivery service described in Item 216.

Note 2: Exhibition or Trade Show Pickups are not eligible for Inside Pickup service described in Item 216.

Excessive Value/Liability Charge (EVC) Item 227

Articles tendered with a value greater than the applicable limitations set forth herein shall be considered of extraordinary value. Articles of extraordinary value will be accepted for shipment subject to the limitations of liability stated herein unless the shipper requests excess value liability on the Bill of Lading and pays an additional charge as described below. Shipper declared values in excess of the liability maximums stated herein will be accepted as a request for excess value liability and additional charges will be applied. Excess value liability shall not exceed full actual value of the article(s) lost or damaged in transit, and may not exceed \$100,000.00 per shipment.

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

Carrier will assess an additional charge of three percent (3%) of the declared value in excess of the initial maximum liability based on the stated class and weight of the shipment, subject to a minimum excess value coverage charge of \$102.00. Such charge is in addition to the Carrier's freight charges. Charges are to be paid by the party responsible for payment.

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

Excess value liability requested is hereby specifically stated by the Shipper to be in total USD \$_____, or CAN \$_____, and Shipper agrees to pay the additional excess value liability charge: _____ (Shipper's Initials).

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

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

Note 4: Excess value liability cannot be requested on articles considered as "Used", "Reconditioned", "Refurbished" or any "Household Goods" article.

Reconsignment or Diversion –

Item 228

Pickup (ORC, RLC) or Delivery (RCD)

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

(1) **DEFINITIONS OF RECONSIGNMENT OR DIVERSION:**

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

- (a) A change in the name of the shipper or consignee.
- (b) A change in the place of delivery.
- (c) Relinquishment of shipment at point of origin.
- (d) Instructions received by the originating Carrier prior to receipt of shipment.
- (e) Refused shipments being returned to the original shipper.

(2) **CONDITIONS:**

- (a) Requests for reconsignment must be made in writing from the shipper, consignee or their authorized agents. The Carrier must be satisfied that the party making the request has the authority to do so. If an agent of the shipper or consignee makes a reconsignment request, then in addition to the standard written request, the third party needs to include that they are making the request as an agent of either the shipper or consignee. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping label, shipping order or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments, may be reconsigned.
- (e) An order for reconsignment of a shipment governed by an Order Notified BOL will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed, or exchanged.
- (f) Marking or tagging of the shipment to incorporate new address will be performed by Carrier, subject to instructions provided by party requesting the changes.
- (g) Reconsignment will NOT be permitted on "In Bond" shipments.

(3) **CHARGES:**

Reconsignment as defined in Paragraph (1) will be subject to the following:

Reconsignment	Charge
Change in documentation	\$120.00 Plus:

Transportation to deliver to new destination, using Tariff CNWY 599, effective current on date of shipment, rates from original destination Carrier Service Center to the new place of delivery, including any minimum charge, if applicable.

Redelivery (RED)

Item 229

When a shipment is tendered for delivery and, through no fault of the Carrier, such delivery cannot be accomplished, additional tenders and final delivery will be subject to the following provisions:

If one or more additional tenders, or final delivery of the shipments are made at consignee's place, a charge of \$17.60 per 100 pounds, subject to a minimum charge of \$167.00 and a maximum charge of \$526.00 per shipment or \$526.00 per trailer if more than one trailer is used to transport the shipment, will be made for each such tender and for the final delivery.

Single Shipments (SSC) (exception to NMF 100, Item 595)

Item 230

As an exception to Item 595 of NMF 100 Series, a single shipment with an actual weight of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of \$57.75 per shipment, in addition to all other lawfully applicable charges.

Storage – Pickup (OST) or Delivery (DST)

Item 231

The Shipper, Consignee, and their respective agents, including but not limited to a Broker and or any Third-Party Logistics Management provider, shall each be jointly and severally liable for all unpaid charges payable on account of shipment, including storage charges. Freight held in Carrier's possession through no fault of the Carrier, but because of an act or an omission of another, such as the shipper, consignee, or owner, or for custom clearance or inspection (see Item 211), will be considered stored immediately, and will be subject to the following provisions:

- (1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M., the calendar day after freight is received by the Carrier.
- (2) Storage charges on undelivered freight will begin at 12:01 A.M. on the second business day after the Arrival Day. The Arrival Day shall be either (i) the calendar day of actual arrival of undelivered freight at Carrier's service center, or (ii) the calendar day for the Standard Transit Time, whichever is later. Storage charges will accrue every day thereafter, excluding Holidays and weekends.

For example:

- (a) storage charges for undelivered freight arriving at the service center on Saturday shall begin as of 12:01 a.m. on Wednesday;
 - (b) storage charges for undelivered freight arriving at the service center on Monday shall begin as of 12:01 a.m. on Wednesday;
 - (c) storage charges for undelivered freight that arrives at the service center before an expected Standard Transit Time for Monday shall begin as of 12:01 a.m. on Wednesday.
- (3) The daily charge for this storage service will be \$66.25 per day for the first three days, followed by \$221.00 per day thereafter.
- (4) Storage charges for shipments destined to exhibitions or trade shows as defined in Item 226 will begin at 12:01 A.M. on the sixth business day after the calendar day of arrival at the Carrier's Service Center and be assessed a \$221.00 per day fee thereafter.

Nothing in this Tariff or the Bill of Lading shall limit the right of the Carrier to recover payment for storage charges from the Shipper. No provision in this item shall prevent a Shipper or Broker from recovering payment for storage made by a Shipper or Broker to Carrier from any third party that is responsible for the storage fees.

Note 1: The Standard Transit Time will be the time listed on the Carrier's website on the day the shipment is tendered (<http://xpo.com/solutions/transportation/less-than-truckload-ltl>). In general, the Standard Transit Time means the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading.

Hazardous and Radioactive Materials (ZHM) Item 232

Carrier may accept shipments of hazardous materials or radioactive materials for transportation in accordance with the transportation requirements of the U. S. Department of Transportation ("D.O.T.") and the U. S. Nuclear Regulatory Commission, subject to the following provisions:

- (1) Section 1 - Reserved
- (2) Section 2 - Reserved
- (3) Any notation on the Bill of Lading which in any way limits or denies Carrier access to the vehicle in which the shipment is loaded, shall be deemed by the Carrier to require Exclusive Use of Vehicle services in accordance with the provisions of CNWY 199, Item 11, herein.
- (4) Hazardous material (HM) shipments must be tendered on Carrier's Bill of Lading, "Uniform Straight," "Straight Bill of Lading Short Form," or "Straight" Bill of Lading forms as shown in NMF 100. Shipper shall comply with all applicable D.O.T. regulations regarding the transportation of hazardous materials, including identifying the shipment as being hazardous material, providing the appropriate description sequence of the hazardous material, providing emergency contact information, and properly packaging and labeling of the hazardous material.

Fines and/or penalties which are imposed on the Carrier as a result of the Shipper's failure to meet D.O.T. requirements will be charged back to the Shipper who will reimburse Carrier for all losses incurred.

- (5) Hazardous materials and commodities in the categories listed below are embargoed from movement on Carrier:
 - (a) Class A Explosives (Division 1.1, 1.2, 1.5)
 - (b) Class B Explosives (Division 1.3)
 - (c) HRCQ Radioactive Materials (Class 7) (Radioactive materials moving in quantities designated as "Highway Route Controlled Quantities" (HRCQ))
 - (d) Hazardous waste or material requiring an EPA Hazardous Waste Manifest, including any material described as a waste, such as radioactive waste, medical waste, or any other waste.
 - (e) Etiologic Agents/Infectious Substances (Division 6.2)
 - (f) Material poisonous by inhalation for hazard zone A.
 - (g) Material poisonous by inhalation for hazard zone B when offered in a bulk package greater than 119 gallons
 - (h) Carbon black material and its derivatives
- (6) As used herein, hazardous materials means articles described in Title 49, CFR. When service is provided by Carrier to transport materials defined under Title 49, CFR, an additional charge of \$51.30 will be assessed to each shipment. When a shipment is accorded split delivery or stopping in transit for partial loading or unloading these charges will apply to each stop separately, wherever the service is performed.

Cubic Capacity (XCC)

Item 233

Any shipment requiring 350 cubic feet but less than 750 cubic feet of trailer space with an average density of less than 3 pcf or requiring 750 cubic feet or more of trailer space with an average density of less than 6 pcf will be subject to a Cubic Capacity minimum charge calculated as follows:

The shipment total cubic feet will be multiplied by 6 to determine the resultant weight. The actual weight will be artificially increased to the resultant weight and rated at class 125 from origin to destination with negotiated contractual discounts excluding FAKs and NMFC overrides.

Conditions:

- A. The total cubic feet each shipment occupies or requires in a trailer will be determined in accordance with the provisions of Section 8 of Item 110 in the NMF 100 series. A minimum vertical dimension of 96 inches shall be used to determine the cube of any article which is 75 inches or greater in height unless exceeded by the actual measurement(s).
- B. When a shipper prohibits the carrier from utilizing any part of a trailer by means of installing partitions, blocking, bracing or any other means, the measurements used in determining the cubic requirements of the shipment will be:
 - Height: 96 inches
 - Width: 96 inches
 - Length: The linear distance from the inside front of the trailer to that portion of the partition, blocking, bracing, etc., nearest the rear of the trailer.
- C. This item will also apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading qualify under the provisions of this item.
- D. The provisions of this item are not applicable in conjunction with shipments subject to:
 - 1. Truckload rates or charges
 - 2. Rates which apply per vehicle used
 - 3. Item 234, Lineal Foot provisions
 - 4. Exclusive use of vehicle provisions
 - 5. Spot Quotes
- E. Each shipment rated from this item will be subject to the higher of the Cubic Capacity rate or the customer's otherwise applicable pricing provisions.

Lineal Foot Application (XLF)

Item 234

A lineal foot charge shall apply when a shipment, or combined portions thereof, meets all conditions of Criteria 1 or Criteria 2 as defined below and subject to conditions (a) through (j). All measurements of criteria(s) and all conditions of this provision are in consideration of the carrier's standard operating equipment, a 28' 'pup' trailer equipped with adjustable load bars. Non-standard equipment utilized in our operations will not be considered in the computation of this provision.

Criteria #1:

- Equals or exceeds fourteen feet (14.0') of the length of a trailer: and
- Equals or exceeds forty-nine inches (49.0") of the width of a trailer: and
- Equals or exceeds fifty-one inches (51.0") of the height of a trailer.

OR

Criteria #2

- Equals or exceeds one hundred twelve square feet (112.0 ft²) of the floor space of the trailer: and
- Equals or exceeds fifty-one inches (51.0") of the height of a trailer.

OR

Criteria #3

- Equals or exceeds twenty thousand pounds (20,000 lbs) where every 1,000 lbs equals 1 lineal foot only for the purpose of lineal foot rating

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

Miles	Per Mile Rate (in cents)
Less than 750	21 cents per lineal foot
750 but less than 1200	19 cents per lineal foot
1200 but less than 1800	15 cents per lineal foot
1800 or greater	12 cents per lineal foot
Example of over 1800 mile → 38 lineal feet * 12 cents = \$4.56/mile (plus LTL fuel surcharge)	

Conditions:

- a) If loaded on our standard operating equipment (as noted above), Lineal feet will be determined (subject to Condition C of this provision) as if utilizing all trailer floor space as close to the nose of the trailer as possible. Carrier will not be held liable for, nor shall it have any obligation to rehandle, reconstruct or reload the shipment to reduce the utilized cube as tendered by the shipper to disqualify this provision. Handling units with a dimension which exceeds the door opening width of Carrier's standard 'pup' trailer and cannot be turned will not have the lineal foot rate determined as if they could be turned.
- b) The dimensions of each handling unit shall be calculated using the maximum length, width, and height.
- c) At the time of inspection, shipments that are loaded or tendered in such a manner on a 28 foot trailer, that determining the total cube of each package/handling unit is impractical, or shipments loaded or tendered in such a manner on a 28 foot trailer that is operationally unsound to transfer or move, will have the lineal feet calculated on the lineal dimensions of the entire shipment as a whole, regardless if one additional increment of the shipment can be loaded again.
- d) When the calculated lineal foot is less than 50% of a whole lineal foot, the rate shall be determined by rounding down to the whole lineal foot. If the calculated lineal feet is 50% or greater than a whole lineal foot, the rate shall be rounded up to the whole lineal foot.
- e) Mileage will be calculated based on the Rand McNally MileMaker.
- f) The CNWY 190 LTL Fuel Surcharge applies in addition to the per Mile Rate.
- g) Carrier personnel shall note the lineal foot on the shipping order, bill of lading, delivery receipt, other shipping document or within the Inspection Report and include the lineal feet of loading space the shipment occupies.
- h) Each shipment rated from this item will be subject to the higher of the Lineal Foot rate or the customer's otherwise applicable pricing provisions. In either case, the charge will not be less than \$762.00.
- i) This item will also apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading, qualify under the provisions of this item.

*Definition of 'Combined Portions Thereof': Measurements of individual pieces of the shipment may be considered to be 'combined' as if stacked one upon the other or loaded side by side resulting in dimensional proportions which will qualify the shipment for Criteria 1 or 2. Such 'combinations' shall not be considered where such proportions are larger than the interior dimensions of the standard 28 foot trailer defined within this provision.

High Cost Surcharge – Pickup (HCO) or Delivery (HCD)

Item 235

Shipments picked up from or delivered to any zip code or postal code referenced in the addendum document titled “CNWY-199 High Cost Surcharge Addendum” located in the Tariff Library at <https://www.xpo.com/tariff-library> will be assessed a High Cost Pickup Surcharge and/or a High Cost Delivery Surcharge. These High Cost Surcharges vary according to the different sections as follows:

- Section 1: \$90.50 per shipment, or \$9.15 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$199.00
- Section 1-DC: \$113.50 per shipment, or \$19.95 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$282.00
- Section 2: \$262.00 per shipment, or \$26.30 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$574.00
- Section 2-OR/WA: \$262.00 per shipment, or \$26.30 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$574.00 (See Note 2)

Note 1: High Cost Surcharges are in addition to all other applicable charges.

Note 2: For Section 2-OR/WA points only – High Cost Pickup (HCO) does not apply to shipments destined to the states of Oregon or Washington and High Cost Delivery (HCD) does not apply to shipments that originate from the states of Oregon or Washington.

Note 3: Shipments rated with the most current CNWY599 and HVY599 tariffs are not subject to any high cost fees.

Homeland Security (HMS)

Item 236

The Carrier Homeland Security Fee will apply on all shipments moving across the Canada / U.S. border (both northbound and southbound). The fee will be \$45.25 (U.S. Dollars) per shipment.

Excessive Length Shipments (ELS)

Item 238

- Shipments consisting of handling unit(s) with a length of at least 8 feet but less than 11 feet will be subject to a charge of \$375.00 per shipment.
- Shipments consisting of handling unit(s) with a length of at least 11 feet but less than 16 feet will be subject to a charge of \$825.00 per shipment.
- Shipments consisting of handling unit(s) with a length of at least 16 feet but less than 20 feet will be subject to a charge of \$1,387.00 per shipment.
- Shipments consisting of handling unit(s) with a length of 20 feet and greater will be subject to a charge of \$4,918.00 per shipment.

This is in addition to all other applicable rates and charges. This item will not apply on shipments subject to Exclusive use, Lineal Foot, or Truckload rated shipments.

In accordance with NMFC Rule 680, Sec. 2 and Carrier policy, shipments of pipe, bars, rods or tubing, regardless of length, must be tendered in a fully enclosed six-sided wooden crate to protect the contents of the shipment and to protect against damage to other shipments and equipment. Carrier reserves the right to not accept uncrated shipments of this nature which would not be reasonably safe and practicable for transportation.

Weighing of Shipments (WOS, CBR)

Item 239

SECTION 1—Weight not on Bill of Lading

If shipper fails to indicate a weight of their shipment on the original bill of lading, Carrier will weigh the shipment and charge a fee of \$45.50 per shipment to perform this service. This fee will also be assessed should shipper or consignee request that Carrier weigh or reweigh a shipment for any reason.

SECTION 2—Reweigh of Shipment

- (1) In the event Carrier reweighs the shipment and the difference in weight is an increase of 50 pounds or greater than the weight stated on the bill of lading, a reweigh fee of \$45.50 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
- (2) In the event the Carrier applies a reweigh correction pursuant to paragraph (1) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment.

Blind Shipments (BLS)

Item 241

A blind shipment occurs when the paying customer has contracted with the carrier so that shipper or consignee information is not given. Oftentimes a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. A blind shipment can occur when the identity of the shipper is hidden from the consignee, when the identity of the consignee is hidden from the shipper, or when the shipment's place of origin and/or place of delivery is not disclosed to the consignor or consignee.

For purposes of this Tariff, blind shipment service occurs whenever an individual or entity asks XPO to prevent disclosure of the existence, identity, or other detailed information pertaining to those involved in shipping and receiving freight. Any request to conceal the existence, identity, location, or other details of one of the parties to the shipment shall constitute a blind shipment. For example, a request to modify the name of a party on the Bill of Lading or other freight documents to something other than the legal name or actual address of the shipper, consignee, consignor, will be deemed a blind shipment.

For each blind shipment,

- Carrier will make its best efforts, but cannot not ensure the confidentiality of the transaction.
- A charge of \$165.00 will apply in addition to all other applicable freight charges and accessories. This service charge for administering a blind shipment request will apply even if the individual or entity requesting a blind shipment fails to satisfy all of the necessary prerequisites listed below.

In order for XPO to provide blind shipment service, the individual or entity requesting blind shipment service should provide the following to XPO:

- Two bills of lading, both Prepaid.
 - (1) One “true” or “original” Bill of Lading showing the true and valid identities, locations, and details, with nothing altered, omitted, or concealed (the “Original Bill of Lading”).
 - (2) A second “blind” Bill of Lading prepared to conceal the identities, locations, or other details the individual or entity requesting blind shipment service wants to conceal (the “Blind Shipment Bill of Lading”);
- The actual shipper name and address, consignor name and address, and consignee name and address, annotated on the Original Bill of Lading.
- The “Original Bill of Lading” should accurately identify the individual or entity requesting the blind shipment service, and that individual or entity should have an account and established credit with Carrier.

Lumper Service Fee – Pickup (LSO) or Delivery (LSD)

Item 242

When Carrier is required by the Shipper or the Shipper's Consignee to utilize a third party service ("lumper") to load or unload the Carrier's vehicle, the following will apply:

- Carrier will not accept any liability or be responsible for damage or injury caused by any act or omission of the lumper in performing the services.
- Carrier will not be responsible or liable for any fees charged by or related to acquiring or utilizing said lumper. Carrier will be reimbursed by Shipper for any and all lumper charges incurred by Carrier. Shipper, as the party ultimately responsible for the freight charges, shall reimburse Carrier for any and all expenses, charges or fees assessed by said lumper.

No provision in this item shall prevent Shipper from recovering payment for lumper service made by Shipper to Carrier from a party that requires a lumper to load or unload Carrier's vehicle, if different from Shipper.

- In addition to reimbursement for any expenses, charges or fees assessed by any lumper service, Carrier will assess against the Shipper a per shipment processing charge of \$11.05. The shipment processing charge of \$11.05 is in addition to the lumper fees.
- The Shipper, as the party ultimately responsible for all freight charges, shall also be responsible for the charges accrued under this item.

Example: Lumper service charges carrier \$200 for unloading/loading freight. Carrier charges Shipper \$200 + \$11.05 = \$211.05

California Compliance Surcharge (CCS)

Item 246

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

Remote Charge – Pickup (ROC) or Delivery (RDC)

Item 247

Shipments picked up from or delivered to any zip code or postal code referenced in the addendum document titled "CNWY-199 Remote Charge Addendum" located in the Tariff Library at <https://www.xpo.com/tariff-library> will be assessed a Remote Pickup Charge and/or a Remote Delivery Charge. These Remote Charges vary according to relative remoteness of the different geographic locations per the following tiers - Tier 1: \$55.75 per shipment; Tier 2: \$105.00 per shipment; Tier 3: \$189.50 per shipment; Tier 4: \$263.00 per shipment; Tier 5: \$473.00 per shipment; Tier 6: \$10,000 per shipment. Remote Charges are in addition to all other applicable charges. **These charges apply only to shipments that are rated on tariffs other than the most current CNWY599 or HVY599 in effect on date of shipment.**

Customs Broker Service

**(CBD, CBE, CBN, CCI, CDD, CDF, CEC,
CGA, CLB, CPE, CPP, CSE, CSH)**

Item 248

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

- 1) Each shipment requiring customs broker service will be charged a \$91.50 entry fee covering one commercial invoice with up to 5 item lines.
- 2) A charge of \$9.75 will be applied to input, validate, and audit each commercial invoice line in addition to the first 5 included in the entry fee.
- 3) A charge of \$15.25 will be applied to process each additional invoice beyond the first filed with entry.
- 4) A disbursement fee of 4.0% will be applied to cover costs to pay out charges such as duty, freight, exam fees, etc.
- 5) A \$51.00 charge will be applied to each shipment canceled for entry.
- 6) A charge of \$24.45 per commercial invoice line per government agency will be applied for filing with partner government agencies.
- 7) A special handling fee of \$8.05 per 15 minutes or fraction thereof, with \$8.05 minimum, will be applied to entries requiring extra phone calls, service arrangements, transportation, examinations and other special handling.
- 8) A \$5.80 security charge will be applied for Partners in Protection fees from US to Canada or C-TPAT for Canada to the US.
- 9) A fee of \$41.80 will be applied for entries requiring filing of special permits or forms including CFIA, NRCAN, FORM 1.
- 10) A fee of \$7.20 per \$1,000.00 of value, with a minimum charge of \$68.50 will be applied for entries requiring a single-entry bond.
- 11) An annual fee of \$663.00 will be applied to file and secure a continuous/importer bond.
- 12) A \$51.30 fee will be applied for filing an ADD/CVD entry.
- 13) Customs Duties for your freight are determined using the international Harmonized Commodity Description and Coding System of the World Customs Organization. Information on Canadian and U.S. classification and customs tariffs can be found by visiting www.cbsa-asfc.gc.ca/trade-commerce/tariff-tarif/menu-eng.html and <https://hts.usitc.gov/>. It is the responsibility of the importer of record to provide an accurate description of the freight to the customs broker. Customs Duties assessed on items will be listed on the invoice accordingly and charged on a pass-through (actual cost) basis.

Disposal of Shipments Consisting of Food and Medical Supplies

Item 249

When Carrier is required to dispose of shipments consisting of food and/or medical supplies, those cost incurred by the Carrier for the disposal will be charged on a pass-through (actual cost) basis.

Guaranteed by Noon Service (G!12) (G12)

Item 251

This service provides a guarantee that Carrier will arrive at final destination customer with entire shipment by noon (12PM) within the "standard" number of days established for Carrier transit time between the origin and destination points listed on the Bill of Lading for select destination points within fifty (50) miles of the delivering U.S. service center and twenty-five (25) miles of delivery Canadian service center.

A thirty-five percent (35%) fee of the net linehaul charge will be added to the price of the shipment, subject to a minimum charge of \$158.00 per shipment and applicable fuel surcharge.

Customer may request Guaranteed by Noon Service (G!12) by clearly and legibly marking these words “Guaranteed by Noon Service” (the terms “Guaranteed by Noon” and “Guaranteed by noon” as well as “G!12” will be accepted) in the body of the Bill of Lading and notifying the Carrier Driver Sales Representative who picks up the shipment. The “standard” transit time will be that listed on the Carrier’s website (<http://xpo.com/solutions/transportation/less-than-truckload-1tl>) on the day the shipment is tendered. A customer may request Guaranteed by Noon Service (G!12) on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Carrier.

In the event both Guaranteed Service (G!) and Guaranteed by Noon Service (G!12), are marked on the Bill of Lading, Guaranteed by Noon Service will supersede the request for Guaranteed Service for rating and shipment handling.

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

Should Carrier fail to arrive at final destination customer with entire shipment by noon (12PM) within the standard transit time and failure was not due to any of the reasons listed above, Customer may file for a refund of the fee within 15 days of delivery on the Carrier’s website.

The following cannot move via Guaranteed by Noon Service (G!12):

- 1) Delivery requiring liftgate equipment;
- 2) Shipments requiring temperature control;
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.;
- 4) Shipments with an aggregate weight of 20,000 pounds or heavier;
- 5) Shipments marked as Exclusive Use (Item 11);
- 6) Shipments marked or rated as spot quotes, or those eligible for spot quote pricing;
- 7) Shipments to or from exhibition events or trade shows (as defined in Item 226)

Removal of Pallet, Shrink Wrap or other Debris (RPD)

Item 252

When requested by the Customer, XPO, when possible, will remove pallets, shrink wrap, or other debris related to the shipment being delivered. In no case shall XPO be under obligation to perform such service.

It shall be the responsibility of the consignee to place such debris, packing material or trash on XPO's equipment at time of delivery.

A charge of \$72.50 will be assessed against the payor of freight charges.

In addition, any expenses incurred by XPO to satisfy fees or charges directly attributable to this service will be assessed against the party requesting the service. Upon request, evidence of payment of such fees or charges will be furnished by XPO.

Appointment (APT)

Item 253

When instructions or requests are made to Carrier to schedule an appointment or otherwise establish a date and/or specific time or window of time for the delivery of a shipment, the following charges will apply: \$64.25 per shipment. Carrier will have an allowance of one hour before/after the appointment time or window of time provided to deliver.

In general, an appointment occurs when Carrier, as opposed to Shipper or consignee, establishes a specific date and time, or window of time, for delivery. An appointment is often, but not necessarily, scheduled by Carrier ahead of time, prior to the date of delivery. Examples include, but are not limited to, "Please schedule delivery appointment" or "Delivery Appointment Needed." Appointments differ from Notice and other guaranteed service offerings (i.e., G!, and G!12); what constitutes each is determined by Carrier in its reasonable discretion, and each is subject to different fees identified in different tariff Items.

Abbreviations and Reference Marks — Explanations

Item 999

Abbreviations	Explanations
AQ	Any Quantity
Assoc.	Association
BOL	Bill of Lading
BT	Bill To
CFR	Code of Federal Regulations
COD	Collect on Delivery
CAN or CAN\$	Canadian Dollar
COL	Collect freight charges on a shipment
Col.	Column
Cont.	Continued
Corp.	Corporation
Cwt.	100 pounds (hundred weight)
Cy.	County
HGB	Household Goods Carriers Bureau
Inc.	Incorporated
KD	Knocked Down
KDF	Knocked Down Flat
Lbs.	Pounds
LTL	Less than Truckload
M	Thousand Pounds
MC	Minimum Charge
Min.	Minimum
Min. Wt.	Minimum Weight
NMFTA	National Motor Freight Traffic Association, Inc.
NMFC	National Motor Freight Classification
(nc)	An identical commodity description does not appear in NMF 100
No.	Number
NOI	Not otherwise more specifically described in NMFC
NOS	Not otherwise specified herein
PCF or pcf	Pounds per cubic foot
PPD	Prepaid freight charges on a shipment
SU	Set-up
TL	Truckload
US or U.S.	United States
U.S.D.O.T.	United States Department of Transportation
USPS	United States Postal Service
TP	Third-Party
TPB	Third-Party Billing
Viz. or Colon (:)	As follows (Namely)
Vol.	Volume
Wt.	Weight

Reference Mark	Explanation
%	Percent
c/o	Care Of
*	Reference Footnote