



Magnum LTL 125 Rules and Special Services Tariff

Effective: March 5, 2018

Issued by:

Magnum LTL, Inc
PO Box 2023
Fargo, ND 58107

Rules, regulations and charges outlined herein supersede any previous rules, regulations or charges dated prior to March 5, 2018. These rules, regulations and charges will apply unless superseded by any customer specific contracts or agreements containing exceptions to items in this tariff.

Accessorial Schedule

Service	Rate	Per	Min Charge	Max Charge	Item	Page
Appointment / Notification Fee	\$23.00	Shipment			640	11
Bill of Lading Correction Fee	\$50.00	Shipment			360	5
Blind Shipment Fee	\$110.00	Shipment			370	5
Border Crossing Fee - Canada	\$30.00	Shipment			375	6
California Surcharge	\$9.00	Shipment			376	6
COD (Collect on Delivery) Fee	5%	COD Amount	\$65.00		430	6
Cubic Capacity (Linear foot) Rule	\$0.12	Linear Foot / Mile	\$350.00		390	6
Document Fee	\$1.00	Document			360	5
Driver Collect Service	3%	Charges	\$35.00		430	6
Driver Detention Fee*	\$35.00	15 minutes	\$85.00		500	7
Extra Labor – Loading / Unloading	\$25.00	15 minutes	\$150.00		560	8
Fuel Surcharge (FSC)*	See Item for details				561	8
Government / Military Delivery Fee	\$5.00	CWT	\$75.00		645	11
Grocery Warehouse Delivery Fee	\$5.00	CWT	\$75.00		645	11
Handling Fee – Cross Docking Fee*	\$9.00	Handling Unit	\$55.00		565	9
HazMat (Hazardous Materials) Fee	\$0.25	CWT	\$18.00		566	9
High Cost Delivery Zone Fee*	See Item for details				567	9
Inside Delivery / Pickup Services*	\$5.00	CWT	\$65.00		570	10
Inspection Correction Fee (W&R)*	\$29.00	Shipment			575	10
Late Payment Fee	3%	Charges	\$9.00		1150	15
Liftgate Fee*	\$2.00	CWT	\$65.00	\$300	890	14
Mall Delivery Fee	\$5.00	CWT	\$75.00		645	11
Marking / Tagging Freight Service	\$2.50	Piece	\$19.00		580	10
Non-Business Hour Delivery Fee*	See Item for details				754	13
Non-Commercial Delivery / Pickup Fee	\$5.00	CWT	\$40.00	\$375.00	753	12
Overlength Fee (Exceeding 10 feet)	\$11.00	Foot	\$35.00		650	11
Paper Invoice Fee	\$2.50	Shipment			660	12
Protect from Freeze Service	\$1.75	CWT	\$40.00		810	13
Reconsignment Fee*	See Item for details				820	13
Redelivery Fee	\$5.00	CWT	\$65.00		830	14
Sort and Segregate Service	\$1.50	Piece	\$85.00		887	14
Storage Fee*	\$9.50	Handling Unit / Day	\$50.00		910	15
Truck Ordered Not Used (TONU) Fee*	\$65.00	Shipment			985	15
Weight Capacity Rule	\$0.13	1,000 pounds / Mile	\$350.00		990	15

* See Item for details.

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Item 100 GOVERNING PUBLICATIONS

Unless otherwise provided, this Tariff is governed by the following tariffs and by supplements thereto or successive issues thereof:

<u>Title</u>	<u>Source</u>
A. Classification	NMF 100 – National Motor Freight Classification
B. Rate Tariff	MARS 501 Rates and Canadian MARS 525 Rates
C. Mileage Guides	PC Miler 30
D. ZIP Codes	United States Postal Service 5 Digit ZIP Code Directory
E. Hazardous Materials	US Dept. of Transportation regulations as published in CFR 49 Subchapter C

Item 110 ABBREVIATIONS AND DEFINITIONS

The following abbreviations and Definitions will apply.

MGUL - Magnum LTL, Inc

Business Hours – 8am to 5pm local time, excluding Saturdays, Sundays and legal holidays unless designated in writing by the customer.

CFR - Code of Federal Regulations

COD - Collect on Delivery

CWT – Per every 100 pounds

Density – For the purpose of determining NMFC density-based classification, the dimensions of articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series.

Holiday – National Holidays are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day or any other day generally observed as a holiday by the carrier at the point where service is performed. When any of the above holidays fall on a Sunday, the following Monday shall be considered as a Holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be considered as a Holiday.

LTL - Less than Truckload. A quantity of freight weighing 19,999 pounds or less and rated at 10M line of rates or lower and occupying less than 21 linear feet of trailer

NMF - National Motor Freight Traffic Association, Inc., Agent

NMFC - National Motor Freight Classification, as provided in Item 100

TL – Truckload. A quantity of freight weighing 20,000 pounds or greater, or occupying 21 linear feet of trailer or greater.

Via - By the way of

Vol - Volume

& - And

\$ - US Dollar

Item 345 ARRIVAL NOTICE & UNDELIVERED FREIGHT**ARRIVAL NOTICE:**

1. Actual tender of delivery at consignee’s place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (see Note 1) following the arrival of the shipment.
 - A. The notice will be given by telephone, if inconvenient and practical; otherwise by mail or telegraph. The notice however transmitted, will specify the point of origin, the consignor, the commodity, and the weight of shipment.
 - B. If the consignee’s address is unknown to the carrier, the notice will be mailed to the consignee to 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 AM on the second business day after it was mailed.

UNDELIVERED FREIGHT:

1. If the freight cannot be delivered because of the consignee’s refusal, or inability to accept it, or because the carrier cannot locate consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.
2. Undelivered shipments will be subject to storage as provided in Item 910.

Item 360**BILLS OF LADING, FREIGHT BILLS, AND STATEMENTS OF CHARGES**

1. Except as otherwise provided, carrier shall not furnish:
 - A. Bill of lading sets that consists of more than an Original, a Shipping Order, and a Memorandum per shipment.
 - B. More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy.
 - C. More than one original and one copy of its statement of transportation charges on its own standard form.
2. When payor of freight or other lawful charges requires or requests, as prerequisites to payment:
 - A. The return of any part of the bill of lading set or copies thereof, other than the one shipper furnished copy, a charge of \$1.00 for each such document will be made or:
 - B. Copies of freight bills or statements of transportation charges in excess of the number specified in Paragraph 1(B) and 1(C) a charge of \$1.00 for each such document or copy will be made, or:
 - C. The preparation by the carrier or any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements a charge of 25 cents per line of itemization, listing or description (or portion thereof) subject to a minimum of \$1.00 per page, per copy will be made, or:
 - D. Any forms or copies of forms, other than those described in Paragraph 2(A) and 2(B) to be submitted with freight bills or statements of charges, a charge of \$1.00 for each such form or copy will be made, or:
 - E. That information not shown on the shipping order at time of shipment be shown on freight bill or statements of charges, a charge of \$1.00 per shipment will be made.
3. Bills of lading issued by carrier are subject to the following:
 - A. All rates, terms, and conditions of the transportation service are subject to and governed by the carrier's rules, unless a written agreement separate from the bill of lading, is signed by an authorized representative of carrier and by an authorized representative of customer.
 - B. Carrier representatives authorized to sign a written agreement to terms and conditions specified in (A) above shall be an officer of carrier.
 - C. Drivers and other non-authorized personnel are not authorized to negotiate terms of service, including alterations to the bill of lading and its terms and conditions.
 - D. Bills of lading other than the carrier's bill of lading, Uniform Straight Bill of Lading (as published in NMF 100 series), or shippers supplied bill of lading referring to classifications and tariffs applicable at the time of shipment, shall not be accepted. If carrier inadvertently accepts such bill of lading, the bill of lading shall serve the purpose of receipt for goods and identification of delivery location only and shall not serve as a contract for carriage. The terms and conditions of the Uniform Straight Bill of Lading (as published in NMF 100 series) shall govern the movement of the shipment.
4. When the Consignor/Consignee or third party requests Carrier to change the original bill of lading terms from prepaid to collect, collect to prepaid, or to add a third party payor, the new party responsible for the freight charges will be assessed an additional charge of \$50.00 per shipment. Change in terms will not affect the rates charged, unless the new party responsible for the freight charges has published tariff rates with the Carrier. The party responsible for the freight charges after the change in terms must request the change in terms in writing. No request for change in terms will be honored after 30 days from the date of shipment.

Item 370**BLIND SHIPMENTS**

For the application of these provisions, a blind shipment is one in which the Consignor is not aware of the actual Consignee. Carrier will accept a corrected bill of lading from another party involved in the transaction changing the Consignee at the point of origin before the shipment leaves the original pickup terminal.

1. Requestor must complete and fax/email to Carrier a "Letter of Authority for Blind Shipment" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a return fax/email.
2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
3. A Charge of \$110.00 will apply in addition to all other applicable charges.
4. Actual origin city, state, and ZIP code and ultimate destination city, state, and ZIP code will be shown on Carrier's bill.
5. Only requests prior to pickup will be considered for this service.
6. If the "Letter of Authority for Blind Shipment" form is not received by Carrier prior to pickup, the request will be handled as a reconsignment subject to the provisions in Item 820.

Item 375 BORDER CROSSING FEE - CANADA

Shipments originating from and/or destined to the country of Canada will be subject to a border crossing charge of \$30.00 per shipment, in addition to all other applicable charges.

Item 376 CALIFORNIA COMPLIANCE SURCHARGE

Shipments destined to the state of California will be subject to a charge of \$9.00 per shipment, in addition to all other applicable charges.

Item 390 CUBIC CAPACITY / LINEAR FOOT RULE

Except as otherwise provided, any shipment exceeding 15 linear feet of trailer space, will be subject to charges of \$0.12 per linear foot per mile as follows:

Conditions and Definitions:

1. The cubic capacity / linear footage of the shipment shall be determined by totaling the linear footage of all articles, pieces, and packaged units in the shipment. If the Bill of Lading instructions or packaging in any way prohibits the utilization of the trailer space between the trailer ceiling and the top of the articles, or the shipment requires to be floor loaded for delivery, the linear footage will be calculated as if the entire shipment is floor loaded.
 2. The minimum charges applicable via this rule shall not be less than \$350 per shipment. All mileage shall be computed by the PC Miler.
 3. The provisions of this item are not applicable in connection with shipments subject to VOL and TL rates or charges or minimum charges per vehicle used.
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Item 430 COLLECTION ON DELIVERY (COD) SHIPMENTS

1. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:
 - A. 5% of the COD amount, subject to a \$65.00 minimum charge.
 - B. An additional \$65.00 fee to change the terms and conditions of the COD shipment.
2. The Consignor must provide the following:
 - A. The letters "COD" will be placed immediately before the name of the Consignee and in block letters across the face of the bill of lading.
 - B. The bill of lading containing all remittance information, that is: COD amount, which shall include only product cost; Remit-to name, address, city, state, and ZIP code; The party responsible for the COD charges shown above, Consignor or Consignee; Acceptable form of payment (see paragraph 3 herein).
 - C. Each package is to be plainly marked showing the letters "COD" in block letters not less than 1 inch in height.
3. The COD amount, COD fee and charges, and freight charges will be collected at time of delivery and will be subject to the following:
 - A. Acceptable forms of payment for COD amount, fees and charges from the Consignee are:
 1. Bank cashier's check, certified check, money order, or company or personal check when specified in writing by the Consignor. Carrier requires a separate check or instrument for the COD fee and charges, and freight charges.
 - B. Endorsing or depositing of the payment instrument(s) by the Consignor or payee signifies acceptance of the payment instrument(s) and Carrier liability ends.
4. Carrier will remit each COD amount collected directly to the Consignor (or payee if other than Consignor), within 15 days after delivery. Collection of COD amounts will be subject to the following:
 - A. Carrier accepts COD amount only as the agent of the Consignor and is responsible and limited to the exercise of due care and diligence in forwarding such amounts to the Consignor or payee via US Mail or express courier.
 - B. Carrier will not be liable for collection and remittance of the COD amount if the Consignor does not adhere to the requirements outlined in the Item, or if shipment is refused by Consignee.
 - C. Carrier will accept changes from the Consignor prior to delivery, and will make a good faith effort to accomplish the requested changes, but does not accept legal liability of the COD collection and remittance amount to the Consignor or payee.

- D. Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollected 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 facially valid and specified form of payment and will not be liable or obligated to take independent steps to verify instrument. Shipper shall remain liable to Carrier for all freight charges and fees not collected on delivery.
- 5. COD Maximum amount \$10,000.00. Carrier will indemnify Shipper for amount of the COD not to exceed \$10,000.00. In no instance will Carrier indemnify Shipper for amount in excess of \$10,000.00.
- 6. COD shipments will not be accepted if:
 - A. COD packages are tendered on the same bill of lading with packages other than COD.
 - B. Instructions require charges to be collected from a party other than the Consignor or Consignee.
 - C. COD shipment is subject to inspection or trial by Consignee, or partial delivery is requested.
 - D. COD shipment is not destined to a point within MGUL's direct service area.
- 7. If, for any reason, the Consignor/Consignee does not adhere to the bill of lading requirements outlined herein, the Carrier shall not be liable for collection or remittance of the COD amount.
- 8. In the even Carrier fails to follow through and collect the COD amount to be provided by paragraph 2 above, Carrier liability for such amount will end at the expiration of sixty (60) days from the date of delivery.

Item 500 DETENTION

- 1. When Consignor/Consignee delay Carrier's equipment for loading or unloading on or near the premises of Consignor/Consignee, Detention charges will begin upon expiration of the application free time allowed, and will end when the equipment is available for movement.
 - A. When consignor tenders or consignee receives more than one shipment at one time, the combination weight will be used to determine free time.
 - B. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the Consignor, Consignee or third party. When there is more than one payor, charges will be prorated based on the weight of each individual shipment subject to the minimum charge as to noted herein.
- 2. Free time will begin when Carrier notifies Consignor / Consignee that the equipment is available for loading for unloading.
- 3. The following Detention charges are applicable:
 - A. For Detention With Power:
 - 1. \$35.00 per Trailer or Vehicle for each 15 minutes or fraction thereof, subject to a minimum charge of \$85.00.
 - 2. Free time will be determined as follows:

<u>Weight in pounds</u>	<u>Free Time per Stop</u>
Less than 1,000	15 minutes
1,000 to 4,999	25 minutes
5,000 to 9,999	35 minutes
More than 9,999	45 minutes

 - i. Non-working periods, such as meal or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
 - 3. If loading or unloading is not completed by the end of the Business Day, Consignor/Consignee has the option to:
 - i. Request Trailer(s) without Power to remain. Free time will cease, and Detention Without Power will begin with applicable free time.
 - ii. Request equipment leave the site and return the next Business Day when loading or unloading will resume. Free time will be suspended until equipment is returned. If free time has expired, storage and redelivery charges will apply without additional free time.
 - 4. Detention With Power will also apply when Carrier assists in loading, unloading, counting, or checking the freight.
- B. For Detention Without Power, the following charges and provision will apply.
 - 1. \$125.00 per Trailer for each 24-hour period or fraction thereof, excluding non-Business Days.
 - 2. Free time will be 24 hours, excluding non-Business Days.
 - 3. Subject to Carrier's discretion and the availability of equipment, Carrier may spot trailer / set for loading or unloading on the premises or designated site as requested by Consignor/Consignee providing a delivery receipt is tendered to Carrier at the time that the trailer is spotted.
 - 4. Carrier responsibility for shipments will begin when Carrier takes possession, custody, and control of shipments, and will end when Carrier spots equipment pursuant to Consignor or Consignee's request.

Item 560 EXTRA LABOR – LOADING OR UNLOADING

1. Rates referencing this Schedule are based on the Truck and Driver ONLY. Whenever additional help is required to load, unload, flag traffic, protect shipments, etc., such help, when requested by the Consignor or Consignee, will be provided at the rates in this Item. Extra labor will NOT be furnished, unless requested by the Consignor or Consignee, and charges are agreed to by the payor. At each location where extra labor is used, the charge therefore (in addition to all other charges) will be as follows:
 - A. Monday through Friday (except Holidays): \$25.00 per 15 minutes or fraction thereof, subject to a minimum charge of \$150.00.
 - B. Saturday, Sunday, or Holidays: \$45.00 per 15 minutes or fraction thereof, subject to a minimum charge of \$300.00.
2. Time shall be computed from the time the extra labor leaves the Carrier’s terminal, or is released from the previous job and shall continue until the extra labor returns to the Carrier’s terminal. The provisions of this Item do NOT obligate the Carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

Item 561 FUEL SURCHARGE

Except as otherwise provided, all charges for linehaul transportation resulting from rates and/or charges named in Tariffs, Contracts, or Pricing Agreements will be subject to a Fuel Surcharge (FSC) as provided herein. In the event of a disruption to the weekly release of the U.S. National Average Diesel Fuel Index on Monday, the Fuel Surcharge will remain unchanged until it is updated with the most current average price on the first business day following the next update to the U.S. Department of Energy website.

Index price is at least:	But is less than:	LTL FSC	TL FSC		Index price is at least:	But is less than:	LTL FSC	TL FSC
\$1.14	\$1.28	5.0%	15.0%		\$2.90	\$2.96	24.5%	34.5%
\$1.28	\$1.40	10.0%	20.0%		\$2.96	\$3.02	25.0%	35.0%
\$1.40	\$1.52	14.5%	24.5%		\$3.02	\$3.08	25.5%	35.5%
\$1.52	\$1.64	15.0%	25.0%		\$3.08	\$3.14	26.0%	36.0%
\$1.64	\$1.76	15.5%	25.5%		\$3.14	\$3.20	26.5%	36.5%
\$1.76	\$1.88	16.0%	26.0%		\$3.20	\$3.26	27.0%	37.0%
\$1.88	\$2.00	16.5%	26.5%		\$3.26	\$3.32	27.5%	37.5%
\$2.00	\$2.06	17.0%	27.0%		\$3.32	\$3.38	28.0%	38.0%
\$2.06	\$2.12	17.5%	27.5%		\$3.38	\$3.44	28.5%	38.5%
\$2.12	\$2.18	18.0%	28.0%		\$3.44	\$3.50	29.0%	39.0%
\$2.18	\$2.24	18.5%	28.5%		\$3.50	\$3.56	29.5%	39.5%
\$2.24	\$2.30	19.0%	29.0%		\$3.56	\$3.62	30.0%	40.0%
\$2.30	\$2.36	19.5%	29.5%		\$3.62	\$3.68	30.5%	40.5%
\$2.36	\$2.42	20.0%	30.0%		\$3.68	\$3.74	31.0%	41.0%
\$2.42	\$2.48	20.5%	30.5%		\$3.74	\$3.80	31.5%	41.5%
\$2.48	\$2.54	21.0%	31.0%		\$3.80	\$3.86	32.0%	42.0%
\$2.54	\$2.60	21.5%	31.5%		\$3.86	\$3.92	32.5%	42.5%
\$2.60	\$2.66	22.0%	32.0%		\$3.92	\$3.98	33.0%	43.0%
\$2.66	\$2.72	22.5%	32.5%		\$3.98	\$4.04	33.5%	43.5%
\$2.72	\$2.78	23.0%	33.0%		\$4.04	\$4.10	34.0%	44.0%
\$2.78	\$2.84	23.5%	33.5%		\$4.10	\$4.16	34.5%	44.5%
\$2.84	\$2.90	24.0%	34.0%		\$4.16	\$4.22	35.0%	45.0%

The fuel scale above will continue in the same format. For each \$0.06 increase in the relevant Index beyond \$4.16 per gallon, the FSC will adjust 0.5% for LTL and 0.5% for TL.

1. This charge will be shown as a separate line item called “Fuel Surcharge” or “FSC” on the freight bill.
2. This surcharge will apply as a percentage of the net linehaul charges.
3. The fuel adjustment will be revised weekly, based on Monday updates to the diesel fuel indicator by the DOE, with changes to be made effective on Tuesday.

Item 565 HANDLING CHARGE – CROSS DOCKING AT TERMINAL

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

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

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

Item 566 TRANSPORTATIONS OF HAZARDOUS MATERIALS – HAZMAT

Transportation of Hazardous Materials will be assessed the following charges:

1. \$0.25 per CWT, subject to a minimum charge of \$18.00 per shipment.
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Item 567 HIGH COST DELIVERY ZONES / REMOTE ACCESS DELIVERY POINT

Shipment consigned to locations within the ZIPs listed below will be subject to the associated charges listed in this Item, in addition to all other applicable charges.

State	Zones	Charge
AZ	85320, 85332, 85348, 85362, 85530, 85534-35, 85932, 86338	\$35.00
AZ	85321, 85341, 85357, 85360, 85632-34, 85942, 86016, 86020-24, 86028, 86030-31, 86033-36, 86039-40, 86042-46, 86053-54, 86320-21, 86337, 86432, 86434, 86443-45, 86503-12, 86515, 86520, 86535, 86538, 86540, 86544-45, 86547, 86556	\$80.00
AZ	86502, 86514	\$150.00
CA	94508, 94515, 94567, 94576, 94922-24, 94929-30, 94933, 94937-38, 94940, 94946, 94950, 94956-57, 94960, 94963, 94970-73, 94978-79, 95410, 95412, 95415, 95417, 95420-24, 95426-28, 95430, 95432, 95435, 95437, 95443-46, 95450-51, 95453-54, 95456-70, 95485-86, 95488, 95490, 95493-94, 95497, 95548, 95555	\$21.00
CA	90004-05, 90010, 90012-17, 90020, 90024-29, 90034-36, 90038, 90045-46, 90048-49, 90064, 90066-69, 90071, 90077, 90094, 90096, 90209-13, 90230-33, 90263-65, 90272, 90274-75, 90290-96, 90401-11, 94002, 94005, 94010-11, 94014-17, 94025-28, 94030, 94044, 94061-66, 94070, 94080, 94083, 94102-05, 94107-12, 94114-34, 94137, 94139-47, 94151, 94158-61, 94163-64, 94172, 94177, 94188, 94401-04, 94497	\$110.00
CA	90704, 93512-15, 93529, 93541, 93546, 93920	\$175.00
CO	80106, 80117-18, 80649, 80705, 80721, 80726, 80735-36, 80742, 80744-47, 80749-50, 80754, 80801-02, 80808, 80810, 80812, 80821-22, 80825, 80830, 80832, 80835	\$45.00
DC	20001-41, 20201-20599	\$75.00
IL	60001-60899, 61101-61199	\$5.00
MI	49726	\$45.00
MN	56711	\$300.00
MT	59055, 59066, 59412, 59421, 59430, 59457, 59461, 59465, 59474, 59632-33, 59640, 59713, 59728	\$60.00
MT	59052-53, 59067, 59075, 59082, 59085, 59338, 59424, 59450, 59479, 59551, 59648, 59916	\$75.00
MT	59038, 59083, 59212, 59219, 59244, 59252-53, 59256, 59273-75, 59314-15, 59318, 59324, 59336, 59471, 59529, 59542, 59544-45, 59639, 59641-42, 59645, 59843, 59928	\$100.00
MT	59034-35, 59078, 59225, 59276, 59316-17, 59332, 59341, 59343, 59351, 59354, 59441, 59447, 59463, 59469, 59489, 59524, 59527, 59537, 59546	\$150.00
MT	59062, 59311, 59319, 59345	\$200.00
MT	59020	\$500.00
NC	27960	\$100.00
ND	58601-99, 58701-99, 58801-99	\$25.00
NE	68821, 68833, 69023, 69026, 69030, 69032, 69036-37, 69040-41, 69045, 69121, 69125, 69134, 69142, 69152, 69157, 69163, 69167, 69169, 69333, 69339-40, 69345-48, 69350, 69354, 69360, 69365-67	\$25.00
NV	89415, 89422	\$175.00
NY	10000-11999	\$75.00
UT	84023, 84046, 84510, 84710	\$75.00
UT	84512, 84534, 84536	\$150.00
WA	98004, 98039-40, 98101, 98116, 98430-31, 98433, 98438-39	\$110.00
WA	98070, 98110, 98236, 98243, 98245, 98249-50, 98260-61, 98279-80, 98297, 98333	\$150.00
WY	82082, 82190	\$100.00

Item 568 IMPRACTICABLE OPERATIONS

Pickup or delivery services will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

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

Item 570 INSIDE PICKUP OR DELIVERY – HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

1. When requested by the Consignor or Consignee, and the Carrier's operating conditions permit, the Carrier may move the shipment or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).
2. Service under this item will be provided to floors above or below the level accessible to Carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to Carrier. Services provided under this item will be assessed a charge of:
 - A. The greater of \$5.00 per CWT or \$10.00 per handling unit;
 - B. Subject to minimum charge of \$65.00 per shipment.
3. The charges in this item will be, in addition to all other lawful charges, and billed to the party responsible for payment of the line-haul freight charges on the original bill unless responsibility for the charges is accepted by another party.

Item 575 INSPECTION CORRECTION – WEIGHTS AND RESEARCH (W&R)

1. The Carrier or Carrier's agent shall have the right to take any action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
 - A. Verification of gross shipment weights (a shipper carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight),
 - B. Verification of actual or declared density,
 - C. Inspection of packages,
 - D. Collection of other sufficient evidence necessary to verify whether or not the weight of a shipment is correctly declared or to verify whether or not the shipment is correctly described.
2. When the information is found to be incorrect, the carrier freight bill will be corrected and freight charges assessed according to the proper description and weights.
 - A. In the event of a weight correction, when the shipper palletizes mixed commodities. The corrected weight will be charged at the highest rated commodity in the shipment.
 - B. Density will be determined by the cube utilized as defined by the methods contained in this Rules Tariff (Item 110) as the weight shown on the Shipper's bill of lading, unless the Carrier determined the weight on the bill of lading to be in error, or the shipper provides documentation that the weight was in error.
3. When the inspection of a shipment results in a change to the freight charges of at least \$10.00, an additional charge of \$29.00 will apply. If the freight charges do not change due to a minimum charge, unit rate, volume rate, or spot quote, and the weight of the shipment is changed by at least 100 pounds, the additional charge of \$29.00 will apply.

Item 580 MARKING OR TAGGING FREIGHT – CHANGING MARKINGS OR TAGS

The provisions of NMFC Item 580 will apply, except when requested by the Consignor/Consignee, or when required to conform to NMFC Item 580, governing publications of this Tariff, to change, alter or add marks, tags, labels, or stencils on any package of piece of freight, MARKING OR TAGGING charges of \$2.50 per package or piece of freight, subject to a minimum charge of \$19.00 per shipment will apply.

Item 590 MIXED SHIPMENTS – LTL (Exception to NMF 100, Item 640)

The charge for a package or packages containing freight of more than one class shall be at the rate provided for each individual article in the package.

1. Bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each such separately classified or rated articles.
2. When the billed weight is higher than the actual weight, the resulting deficit weight will be charges for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.
3. If shipper fails or declines to provide Carrier with separate weights for each of the commodities in the mixed package, shipment shall be charges for at the rate applicable to the highest rated article in the mixed shipment.

Item 640 NOTIFICATION PRIOR TO DELIVERY

When a Consignee requires/requests notification prior to deliver, or when the shipper's bill of lading bears a notation requiring or requesting Carrier to notify Consignee prior to delivery, such notification will be provided. An additional charge of \$23.00 will be billed to the party responsible for the payment of the line-haul freight charges on the original bill unless responsibility for the charges is accepted by another party.

Item 645 OTHER LOCATIONS – GOVERNMENT / MILITARY SITES, GROCERY WAREHOUSE, MALLS

Shipments picked up or destine to Government or Military sites, Grocery Warehouses, Malls or Strip Malls will be assessed a charge of \$5.00 per CWT subject to a minimum charge of \$75.00 per shipment.

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

Item 650 OVERLENGTH FREIGHT

1. Shipments containing one or more articles of extreme length will be assessed the following charges per shipment to be applied in addition to all other freight charges:
 - A. Articles equal to or exceeding 10 feet in length, will be charged \$11.00 per linear foot (for each foot beyond 10 feet), subject to a minimum charge of \$35.00 per shipment.
 - B. If articles or combination of articles on a single shipment exceed 10 feet in length and 4 feet in width, the shipment may be subject to the Cubic Capacity / Linear Foot Rule as defined in Item 390, and this provision would not apply.
2. Carrier is not obligated to pickup or transport shipment containing one or more articles that exceed 26 linear feet. In the event Carrier inadvertently picks up a shipment containing an article that exceeds 26 feet, Carrier has the discretion of returning the shipment to the shipper with no further liability to the shipment.

Item 655 OVERWEIGHT FREIGHT – PALLET RATES

1. When shipments are rated using published tariff pallet rates, containing one or more pallets where the average weight of the entire shipment exceeds 2,000 pounds per pallet, the published tariff pallet rates will be adjusted under the following provisions:
 - A. The published tariff pallet rates will be prorated in 200 pound increments. Example: a 2,200 pound pallet will be rated at 110% of the published tariff rate. A 2,400 pound pallet will be rated at 120% of the published tariff rate.
 - B. The prorated levels will only increase when the average weight of the shipment exceeds the next 200 pound increment. Example: a 2,350 pound pallet will be rated at 110% if the published tariff rate.
 - C. All other applicable charges will apply.

Item 660 PAPER INVOICE FEE

Shipments requiring carrier to print and mail paper invoices will be assessed a \$2.50 paper invoice fee applicable to each invoice.

Item 750 PICKUP OR DELIVERY SERVICE

1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of shipment by Carrier at one site during Business Hours, subject to the following provisions:
 - A. Pickup or delivery site will be directly accessible or immediately adjacent to Carrier's equipment, and will be suitable and practical for such equipment to operate, and does not endanger Carrier's personnel or representative as determined by Carrier.
 - B. Carrier will not be required to receive freight liable to damage other freight or Carrier's equipment as determined by Carrier.
 - C. Carrier will not perform pickup or delivery service at any site from or to which it is impracticable to operate vehicles as determined in Carrier's sole discretion (see Item 566 Impracticable Operations).
 - D. When freight is transported in shipping containers, such as pallets, skids, totes, reels, or other such articles that are an integral part of the shipment, such containers are to be delivered and receipted for by the Consignee. Carrier will not return such containers free of charge, even though the bill of lading may so state.
2. Loading and unloading services will be subject to the following provisions:
 - A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:
 1. Does not include assembling, packaging or unpacking, dismantling, inspecting, sorting, or segregating freight. Normal delivery service includes delivery of the shipment to the Consignee in the same manner, including the placement on the platform or dock, for receipt of freight within or adjacent to the vehicle without additional charges to the extent such service is performed within the free time period allowed by the applicable detention provisions.
 2. Does not include special equipment used in hoisting, lowering, handling, or placing freight into position. Such special equipment will be furnished and operated by the Consignor/Consignee, except for hand trucks or pallet jacks when furnished by the Consignor/Consignee. Consignor/Consignee shall assume responsibility for safe loading and unloading of the freight.
 - B. Carrier will provide one employee per Trailer or Set for loading or unloading.
 - C. Consignor/Consignee may, at his/her own expense, elect to waive and perform the loading or unloading of freight from Carrier's Trailer or Set.
 - D. When Consignor/Consignee has made written arrangements with the Carrier, freight consigned to construction sites (or other place where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the Carrier and left unattended at the place designated. In the event of Waiver of Delivery Receipt, Carrier's liability for freight ends at the time the delivery service is performed.

Item 753 PICKUP OR DELIVERY SERVICE – NON-COMMERCIAL OR SPECIAL LOCATIONS

1. Pickup or Delivery services for movements to or from private residences, farms, camps (other than military), convention centers, construction sites, job sites, storage units, schools, churches or other such locations will be assessed a charge of \$5.00 per CWT, subject to a minimum charge of \$40.00 and a maximum charge of \$375.00 per shipment.
2. The term "private residences" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

Item 754 PICKUP OR DELIVERY SERVICE – NON-BUSINESS HOUR, SATURDAYS, SUNDAYS & HOLIDAYS

1. **AFTER BUSINESS HOURS, WEEKDAYS** - When pickup or delivery of a shipment, or a spot or drop of an empty trailer, is performed between the hours of 8PM and 8AM, Monday through Friday, excluding holidays, a charge of \$150.00 will be assessed per shipment or trailer, in addition to all other applicable charges.
2. **WEEKENDS AND HOLIDAYS** – Carrier is not obligated to pickup or deliver shipments on Saturdays, Sundays or Holidays. If Carrier is requested and agrees to pickup or deliver freight, or spot or drop and empty trailer on Saturday, Sunday or any other day generally observed as a Holiday by the Carrier, the following charges will be assessed in addition to all other applicable charges:
 - A. \$130.00 per person, per hour or fraction thereof, subject to
 - B. \$450.00 Minimum Charge, per person per trailer (or pup), per day.
 1. Charges will be computed from the time Carrier departs its terminal until its return thereto.
 2. When there is more than one shipment, charges will be prorated on the basis of weight of each individual shipment.
 3. The provisions of this Item are applicable if the Carrier is required to spot or drop and empty trailer on a Saturday, Sunday or Holiday, even though the actual pickup and/or delivery of the freight may occur on a day other than a Saturday, Sunday or Holiday.
 4. The charges provided in this Item will be assessed against the payor of the freight charges unless responsibility for the charges is accepted by another party.

Item 810 PROTECTIVE SERVICE – PROTECT FROM FREEZE (PFF)

1. Carrier offers Protect From Freeze service on the basis of equipment availability.
2. Consignor must state on bill of lading, and the packages requiring protective service, that protective service is required. Carrier will not be liable for loss or damage when the Consignor failed to place protective service notations on the bill of lading, or the packages requiring protective service, or when Carrier did not agree to provide such service. The charge for protection from freezing shall be \$1.75 per CWT subject to a minimum charge of \$40.00.
3. Protection from cold will be provided when Carrier is provided notice at the time the pickup call is placed. Service will be provided only for shipments handled direct by Carrier.
4. Carrier will have no liability for shipments, which may be damaged due to freezing, that are not deliverable upon arrival at the Consignee, or for which delivery is refused by Consignee, or for which Consignee requests Carrier to drop a trailer at Consignee's location for its convenience of unloading.
5. Carrier reserves the right to not pick up shipments requiring protective service under the following conditions:
 - A. Shipment pickup is scheduled for a Friday or a day preceding a Holiday.
 - B. Daytime high temperatures will not exceed 0 degrees Fahrenheit.
 - C. Any other circumstance that may hinder Carrier's ability to provide protection services.

Item 820 RECONSIGNMENT OR DIVERSION

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

1. **DEFINITION OF RECONSIGNMENT OR DIVERSION** – For the purpose of this rule, the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
 - A. A change in the name of the Consignor/Consignee;
 - B. A change in the place at which freight will be delivered;
 - C. Shipments requested to be returned to the original Consignor;
 - D. Relinquishment of shipment prior to delivery to the ultimate destination.
2. **CONDITIONS:**
 - A. Requests for reconsignments must be made in writing or confirmed in writing by the party responsible for the freight charges. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label, or container as authority to reship, return, or reassign a shipment.
 - B. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.

- C. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
 - D. Only entire shipments, not portions of shipments may be reconsigned.
 - E. An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed, or exchanged.
 - F. Instruction for reconsignment of COD shipments will be accepted only from the party responsible for freight charges.
 - G. Marking or Tagging (See Item 580).
3. **CHARGES** – A request for reconsignment or diversion of a shipment will be subject to the following definitions, conditions, and charges:
- A. When reconsignment is requested prior to tender of delivery, a charge of \$75.00 per shipment plus published tariff rates to and from reconsignment point, but not less than published through rate from original point of origin to ultimate destination.
 - 1. If the change in destination points is requested, including request to return shipment to shipper, and instructions are received while shipment is located at origin terminal, a charge of \$75.00 plus published tariff rates from original point of origin to ultimate destination will apply.
 - 2. If Consignor/Consignee or its agents elect to accept shipment at Carrier’s terminal located at reconsignment point, a charge of \$75.00 will apply in addition to origin published tariff rates.
 - B. When reconsignment is requested after tender of delivery, a charge of \$150.00 per shipment plus published tariff rates to and from reconsignment point, but not less than published through rate from original point of origin to ultimate destination.

Item 830 RE-DELIVERY

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

- 1. \$5.00 per CWT subject to a minimum charge of \$65.00 per shipment or per vehicle, if more than one vehicle is used in the transport of the shipment, charges will apply to each vehicle.
- 2. The shipment may be subject to Storage Charges as outlined in Item 910.
- 3. The charges in this Item will be billed to the party responsible for the payment of the line-haul freight charges on the original bill of lading unless responsibility for the charges is accepted by another party.

Item 887 SORT AND SEGREGATION SERVICES

- 1. When Carrier is requested to sort and segregate a shipment, a charge of \$1.50 per piece or \$2.50 per CWT will apply subject to a minimum charge of \$85.00 per shipment, in addition to all other lawful charges.
- 2. All charges provided in this Item must be paid or guaranteed to the satisfaction of the Carrier before such service is performed and shipment is released.
- 3. Noting in this Item requires the Carrier to provide the service described herein, should Carrier be unable to provide employee(s) for such service.
- 4. The party responsible for the payment of the line-haul freight charges on the original bill of lading will be responsible for these charges, unless responsibility for the charges is accepted by another party.

Item 890 SPECIAL SERVICE – LIFTGATE SERVICE

When Consignor/Consignee requests and/or is furnished power liftgate service for pickup and/or delivery, the following charges and provisions will apply in addition to all other lawful charges:

- 1. The greater of \$2.00 per CWT or \$15.00 per handling unit, subject to a minimum charge of \$65.00 and a maximum charge of \$300.00 per shipment.
- 2. Carrier will not provide liftgate service for handling units exceeding 1,500 pounds, exceeding 6 feet in length, or exceeding 4 feet in width.

Item 910 STORAGE

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

1. Storage charges on freight awaiting line-haul transportation will begin the business day following the day after the freight is received by the Carrier.
2. Storage charges on undelivered freight will begin the first business day after notice of arrival as provided in Item 345 has been given, unless actual tender of delivery is made within 2 business days after such notice of arrival is given.
3. Freight stored in Carrier's possession will be assessed a charge of \$9.50 per handling unit per business day or \$3.00 per CWT per business day, whichever is greater, subject to a minimum charge of \$50.00
4. Freight stored in Carrier's possession which is subject to truckload, capacity load, volume rates, or exclusive use of vehicle provision will be assessed a charge of \$150.00 per vehicle per business day, subject to a \$350 minimum charge.

Item 985 VEHICLE ORDERED BUT NOT USED – TRUCK ORDERED NOT USED (TONU)

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

1. \$65.00 per request for shipments between 0-19,999 pounds;
2. \$195.00 per request for shipments greater than 20,000 pounds.
3. The provisions in Item 560 (Extra Labor) will apply, in addition to above charges, when driver is held for discovery of TONU, or out of route miles are acquired by Carrier or Carrier's agent attempting the pick up.

Item 990 WEIGHT CAPACITY RULE

Except as otherwise provided, any shipment exceeding 15,000 pounds, charges will be assessed at \$0.13 per 1,000 pounds per mile subject to a minimum charge of \$350 per shipment. The as following conditions and provision will apply:

1. The weight capacity of the shipment(s) shall be determined by totaling the weight of all articles, pieces, and packaged units in the shipment(s). If Consignor tenders more than one shipment to the same Consignee on the same day, on two or more individual bills of lading, the combined weight of all shipment shall be subject to the provisions in this item.
2. All mileage shall be computed by the PC Miler.
3. The provisions of this item are not applicable in connection with shipments subject to VOL and TL rates or charges or minimum charges per vehicle used.

Item 1045 CARRIER LIABILITY

1. Unless otherwise provided, Carrier maximum liability due to damage or loss is limited to \$2.00 per pound for shipments rated at actual NMFC class, or \$1.00 per pound for any shipment rated at minimum charge, FAK Rate, Unit Rate, volume rate, or spot quote, unless NMFC states it to be less as per the proper freight classification. In no case shall the liability of the Carrier for loss or damage exceed the actual value of the shipment plus freight charges paid.
2. Shipment of any used articles will be accepted only when released to a value not exceeding \$0.50 per pound per package or article. If a shipment is tendered to Carrier and the Consignor fails or declines to release the shipments value, the shipment will be considered as being release to a value not exceeding \$0.25 per pound per package or article.
3. Shipments tendered to the Carrier and the Consignor fails or declines to release the shipments value required by the NMFC, the Carriers liability will be limited as stated in Part 1 above.
4. Carrier follows NMFC guidelines for packaging requirements.

Item 1120 PROHIBITED OR RESTRICTED ARTICLES

1. **Property of extraordinary value** - Unless otherwise provided, the following will not be accepted for shipment nor as premiums accompanying other articles: Bank bills, Currency, Deeds, Jewelry (other than costume or novelty jewelry), Letters (except when Consignor and Consignee are United States Post Offices), Museum exhibits, Articles of antiquity, Notes, Original works of art, Postage stamps, Precious stones, Revenue stamps, Rolled Flooring Products (Carpet, Linoleum, etc.), Valuable papers of any kind.
2. **Freight liable to damage other freight or equipment** – Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight or Carrier’s equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment be refused.

Item 1150 PAYMENTS OF CHARGES

1. The party responsible for freight charges of delinquent freight bills will accrue the following late payment penalty on each delinquent freight bill:
 - A. Late Penalty Fee of 3% of the gross charges, subject to a minimum charge of \$9.00.
 - B. If Carrier elects to proceed with legal action of place delinquent charges with an outside collection agency, a 30% collection fee, calculated on the gross charges, will be applied to each delinquent invoice.

Item 1160 SHIPMENT DOCUMENTATION

1. Each shipment accepted for transportation shall move on:
 - A. A Uniform Domestic Motor Carrier Straight Bill of Lading, as published by the NMFC or,
 - B. Such other document as Shipper and Carrier may specifically agree in writing to use.
2. A driver’s signature on a bill of lading, other than that published by the NMFC or such document that has been agreed to by duly authorized representatives of carrier and shipper, only acknowledges receipt of the straight bill of lading as published by the NMFC.

Item 1170 QUOTATION OF ESTIMATE CHARGES

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 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, and in no way represent a guarantee of transit time.
3. All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.