



Magnum LTL 125 Rules and Special Services Tariff

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Effective: January 1, 2022

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Revisions-

Item 650 - 4/01/22

Item 1120 – 6/09/22

Item 890 – 6/27/22

Item 567 – 11/15/22

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 These rules, regulations and charges will apply unless superseded by any customer specific contracts or agreements containing exceptions to items in this tariff.

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## Accessorial Schedule

Service	Rate	Per	Min Charge	Max Charge	Item	Page
Appointment / Notification Fee	\$23.00	Shipment			635	11
Bill of Lading Correction Fee	\$50.00	Shipment			360	4
Blind Shipment Fee	\$110.00	Shipment			370	5
Border Crossing Fee - Canada	\$30.00	Shipment			375	5
CA Compliance Surcharge	\$13.00	Shipment			376	5
COD (Collect on Delivery) Fee	Service	Not	Provided		430	6
Invoice Convenience Fee	4.5%	LH Charges	\$4.95		380	6
Cubic Capacity (Linear foot) Rule*	See Item for details				390	6
Document Fee	\$1.00	Document			360	4
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	7
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		753-C	13
Hand Unloading Fee	\$2.00	CWT	\$65.00		890	15
Handling Fee – Cross Docking Fee*	\$9.00	Handling Unit	\$55.00		565	8
HazMat (Hazardous Materials) Fee*	\$0.35	CWT	\$39.50		566	8
High-Cost Delivery Zone Fee*	See Item for details				567	9
Illinois Toll Fee	\$5.00	Shipment			569	9
Inside Delivery / Pickup Services*	\$5.00	CWT	\$65.00		570	9
Inspection Correction Fee (W&R)*	\$29.00	Shipment			575	10
Late Payment Fee	3%	Charges	\$9.00		1150	17
Liftgate Fee*	\$2.00	CWT	\$65.00	\$300	890	15
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	\$2.25	CWT	\$50.00	\$200.00	753	14
O’Hare Airport – Chicago, IL	\$80.00	Shipment			640	11
Overlength Fee	See Item for details				650	11
Paper Invoice Fee	\$2.50	Shipment			660	12
Protect from Freeze Service	\$1.75	CWT	\$40.00		810	14
Reconsignment Fee*	See Item for details				820	14
Redelivery Fee	\$5.00	CWT	\$65.00		830	15
Sort and Segregate Service	\$1.50	Piece	\$85.00		887	15
Storage Fee*	\$9.50	Handling Unit / Day	\$50.00		910	15
(Greater of the 2 calculations)	\$3.00	CWT / Day				
Truck Ordered Not Used (TONU) Fee*	\$65.00	Shipment			985	16
Weight Capacity Rule	\$0.13	1,000 pounds / Mile	\$350.00		990	16

\* 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

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**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

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**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.

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**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.

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**Item 370****BLIND SHIPMENTS**

For the application of these provisions, a blind shipment is one in which the Shipper/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.

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**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.

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**Item 376            CALIFORNIA COMPLIANCE SURCHARGE**

Shipments destined to the state of California will be subject to a charge of \$13.00 per shipment, in addition to all other applicable charges.

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**Item 380            INVOICE CONVENIENCE FEE**

Shipments requiring carrier to invoice the customer with a credit card will be assessed a fee of 4.5% of the linehaul charges, with a minimum charge of \$4.95 applicable to each invoice.

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**Item 390            CUBIC CAPACITY / LINEAR FOOT RULE**

Except as otherwise provided, any shipment occupying 750 cubic feet of a trailer, will be subject to the following Conditions and Definitions:

1. The cubic capacity of a shipment will be determined by multiplying the length, width and height of all articles, pieces and packaging units in the shipment. If the Bill of Lading instructions or packaging in any way prohibits the utilization of the trailer space between the ceiling and the top of the articles, the height of 96" will be used in calculating the cube of each item.
  2. When the cubic capacity of a shipment occupying 750, and the density of the shipment is less than 8 pounds per cubic foot (pcf), a calculated weight (cube multiplied by 8 pcf) and a class of 100 will be used to rate the shipment. The customer lane discounts will apply.
  3. The 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.
  4. When the linear footage of a shipment occupies 15 feet of a trailer, a rate of \$0.12 per linear foot per practical mile will be used to calculate the rate of the shipment.
  5. The minimum charges applicable via this rule (cubic capacity and linear foot) shall not be less than \$350 per shipment. All mileage shall be computed by the PC Miller.
  6. 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**

Shipments requiring the carrier to collect payment for product being shipped, will not be accepted by Magnum LTL. In the event that the carrier inadvertently accepts a shipment requiring a Collection on Delivery (COD), carrier will notify the customer of Item 430 giving them the option to reverse the COD charges and allowing the carrier to perform the delivery without a COD, or have the shipment returned to the shipper. A charge of \$50.00 will apply for the return shipment in addition to all other applicable charges.

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**Item 470            DENSITY – METHOD OF DETERMINING**

1. Where rates are applicable according to the density of an article as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces or packaged articles shall be determined by multiplying the greatest straight line dimensions of length, width and height in inches, including all projections, and dividing by 1728 cubic

inches (one cubic foot) to determine the number of cubic feet of the article. The density shall be determined by dividing the weight of each shipment by the cubage of such shipment.

2. A vertical dimension (or height) of not less than 96 inches shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:
    - a. The nature of the article; or
    - b. Packaging or lack of packaging used; or
    - c. Palletization in "pyramided", "rounded off" or "topped off" manner; or
    - d. Specific instructions by the shipper on the bill of lading; or
    - e. Specific instructions applied directly on the freight, that no other freight is to be loaded on the top of the article or double stacked.
  3. Shipments that are loaded in such a manner that determining the total cube of each package or handling unit is impractical, or shipments tendered in such a manner they cannot be transferred, will have the cubic feet calculated on the basis of linear feet of trailer occupied, times the actual height, but not less than 96 inches, times a width of 96 inches.
  4. When the width and/or height of an article is greater than or equal to 66 inches, it will be computed as having a width and/or height of 96 inches.
  5. When rates are applied according to a published tariff pallet rate or minimum charge, and the vertical dimension of the shipping unit is determined using the rules of paragraph 2 or paragraph 4 above, the provisions of Item 653 will apply.
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**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.
  - 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	10.0%	20.0%		\$2.90	\$2.96	26.0%	36.0%
\$1.28	\$1.40	15.0%	25.0%		\$2.96	\$3.02	26.5%	36.5%
\$1.40	\$1.52	16.0%	26.0%		\$3.02	\$3.08	27.0%	37.0%
\$1.52	\$1.64	16.5%	26.5%		\$3.08	\$3.14	27.5%	37.5%
\$1.64	\$1.76	17.0%	27.0%		\$3.14	\$3.20	28.0%	38.0%
\$1.76	\$1.88	17.5%	27.5%		\$3.20	\$3.26	28.5%	38.5%
\$1.88	\$2.00	18.0%	28.0%		\$3.26	\$3.32	29.0%	39.0%
\$2.00	\$2.06	18.5%	28.5%		\$3.32	\$3.38	29.5%	39.5%
\$2.06	\$2.12	19.0%	29.0%		\$3.38	\$3.44	30.0%	40.0%
\$2.12	\$2.18	19.5%	29.5%		\$3.44	\$3.50	30.5%	40.5%
\$2.18	\$2.24	20.0%	30.0%		\$3.50	\$3.56	31.0%	41.0%
\$2.24	\$2.30	20.5%	30.5%		\$3.56	\$3.62	31.5%	41.5%
\$2.30	\$2.36	21.0%	31.0%		\$3.62	\$3.68	32.0%	42.0%
\$2.36	\$2.42	21.5%	31.5%		\$3.68	\$3.74	32.5%	42.5%
\$2.42	\$2.48	22.0%	32.0%		\$3.74	\$3.80	33.0%	43.0%
\$2.48	\$2.54	22.5%	32.5%		\$3.80	\$3.86	33.5%	43.5%
\$2.54	\$2.60	23.0%	33.0%		\$3.86	\$3.92	34.0%	44.0%
\$2.60	\$2.66	23.5%	33.5%		\$3.92	\$3.98	34.5%	44.5%
\$2.66	\$2.72	24.0%	34.0%		\$3.98	\$4.04	35.0%	45.0%
\$2.72	\$2.78	24.5%	34.5%		\$4.04	\$4.10	35.5%	45.5%
\$2.78	\$2.84	25.0%	35.0%		\$4.10	\$4.16	36.0%	46.0%
\$2.84	\$2.90	25.5%	35.5%		\$4.16	\$4.22	36.5%	46.5%

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.

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**Item 566            TRANSPORTATIONS OF HAZARDOUS MATERIALS – HAZMAT**

Transportation of Hazardous Materials will be assessed the following charges:

1. \$0.35 per CWT, subject to a minimum charge of \$39.50 per shipment.
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**Item 567            HIGH COST ZONES / REMOTE ACCESS POINT**

**Magnumlog.com/LTL/LTL Resources/High Cost**

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**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.
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**Item 569            ILLINOIS TOLL FEE**

When a shipment originates or is destined to the IL zips of 60001-60899 or 61001-61199, a fee of \$5.00 will apply per shipment.

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**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.
  4. The Carrier will not perform inside delivery service to a private residence. Deliveries will be limited to the front or back door, garage or car port.
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**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 classification change or a weight change of 100 pounds or more above the stated BOL weight, or 200 pounds or more below the stated BOL weight, an additional inspection charge of \$29.00 will apply. Shipment BOL weights that are understated by any weight, will be rated at actual inspected weight. Shipment BOL weights overstated by 200 pounds or more, the shipment will be rated at actual inspected weight, if shipment BOL weight is overstated by less than 200 pounds, no changes will be made to the rate. When a shipment was previously spot quoted and is overstated during the spot quote, the spot quote rate will apply and will be subject to an inspection charge if overstated by 200 pounds.

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**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.

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**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.

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**Item 610 NON-SERVICE POINTS**

Carrier is not able to service shipments to or from the zip zones listed below. When a Customer tenders a shipment to a Non-Service point, Carrier will notify the Customer of the non-service to make alternative arrangements. A fee of \$75.00 will apply.

State	Zones	Fee
AK	All points	\$75.00
CO	80449, 80545, 80604, 80829, 80840-41, 81019-20, 81024, 81027, 81029, 81034, 81036, 81040, 81046, 81055, 81059, 81071, 81076, 81081-82, 81089, 81091, 81102, 81210, 81227, 81235, 81248, 81251-52, 81320, 81324-25, 81423, 81433-34, 81610, 81633, 81648	\$75.00

HI	All points	\$75.00
KS	66035, 66094, 66403-04, 66412, 66417, 66419, 66439, 66449, 66510, 66518, 66541, 66555, 66727, 66854, 66863, 66870-71, 66873, 66933, 66943, 66945-46, 66958, 66968, 66970, 67029, 67047, 67054, 67059, 67109, 67127, 67150, 67155, 67334, 67345, 67352, 67355, 67360-61, 67519, 67529, 67563, 67831, 67834, 67836, 67838, 67840-44, 67849, 67853-54, 67857, 67860, 67862, 67865, 67868, 67878, 67882	\$75.00

**Item 635 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 640 O’HARE AIRPORT – CHICAGO, IL 60666**

Pickup or Delivery services for movements to or from the O’Hare Airport in Chicago, IL 60666 will be assessed a charge of \$80.00 per shipment.

**Item 645 OTHER LOCATIONS – GOVERNMENT / MILITARY SITES**

Shipments picked up or destined to Government or Military sites 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 or 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 – GREATEST DIMENSION**

1. Shipments containing one or more articles of extreme dimension will be assessed the following charges per shipment to be applied in addition to all other freight charges:
- A. Applies to shipment(s) between the following States/Zip zones: IA, MN,ND,NE,SD,WI, CO (800-810), IL(600-608. 611-612), KS(660-666), MO(640-649, 653), MT(591):

<u>Single Dimension</u>	<u>Applicable Charge</u>
8’0”-12’0”	\$125.00
12’1” -16’0”	\$200.00
16’1”-20’0”	\$300.00
20’1”-28’0”	\$500.00
28’1”+	\$1,000.00

- B. If either the Origin or Destination is not in the points listed above in Item A, the following rates will apply:

<u>Single Dimension</u>	<u>Applicable Charge</u>
8’0”-12’0”	\$200.00
12’1” -16’0”	\$500.00
16’1”-20’0”	\$775.00
20’1”-28’0”	\$1,100.00
28’1”-40’0”	\$1,500.00
40’1”+	\$2,200.00

- C. Articles with two dimensions exceeding 4’0” (length, width or height) and the combination of the two dimensions exceeds 12’0”, the combined dimension will be subject to the rules in Section A & B as if it were a single dimension.

- D. If articles or combination of articles on a single shipment exceed 96 inches in length and 48 inches in width, the shipment may be subject to the provisions 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.

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**Item 653            OVERSIZED FREIGHT – MINIMUM CHARGE / PALLET RATES**

- 1. When shipments are rated using a published tariff pallet rate or minimum charge, where the greatest dimension of pallet or shipping unit meets or exceeds 72 inches, the published tariff pallet rates of minimum charge will be adjusted under the following provisions:
  - A. The published tariff pallet rates or minimum charge will be rated at 150% of the published tariff rate.
  - B. The provisions in Item 470 will apply in determining the greatest dimension of the pallet or shipping unit.
  - C. All other applicable charges will apply.

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**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:
  - D. 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.
  - E. 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.
  - F. All other applicable charges will apply.

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**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.

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**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 sale 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.

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**Item 753 PICKUP OR DELIVERY SERVICE – NON-COMMERCIAL OR LIMITED ACCESS**

1. Pickup or Delivery services for movements to or from rural, farms, camps (other than military), convention centers, construction sites, mines or quarries, job sites, storage units, lodging, golf courses, trade shows, prisons, state/national parks, restaurants, hospitals, nursing/retirement home or other such locations will be assessed a charge of \$2.25 per CWT, subject to a minimum charge of \$50.00 and a maximum charge of \$200.00 per shipment.

**Item 753-A**

**Pickup & Delivery Service to School/University/Churches (Place of Worship)**

\$2.25 per CWT, subject to minimum charge of \$50.00 and a maximum charge of \$200.00 per shipment.

**Item 753-B**

**Pickup & Delivery Service to Residential**

\$2.25 per CWT, subject to minimum charge of \$50.00 and a maximum charge of \$200.00 per shipment

1. The term "private residences" shall apply to the entire premises on which a dwelling for living is located, including home-based businesses.

**Item 753-C**

**Pickup & Delivery Service to Grocery Warehouse**

\$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 or 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 753-D**

**Pickup & Delivery Service to Malls/Shopping Centers**

\$5.00 per CWT subject to a minimum charge of \$75.00 per shipment.

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**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.
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**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 schedule 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.
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**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 reconsign a shipment.
  - B. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not 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.

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**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.

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**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.

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**Item 890 SPECIAL SERVICE – LIFTGATE SERVICE (HAND UNLOAD)**

When Consignor/Consignee requests and/or is furnished power liftgate service for pickup and/or delivery or the driver hand unloads a shipment from the back of a trailer, 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 2,200 pounds, exceeding 72 inches in length, or exceeding 48 inches in width, or 60 inches in height.
3. If the Carrier inadvertently accepts a shipment requiring liftgate service, and the shipment exceeds the limitations set forth in part 2, the Carrier may, at its own discretion, down stack the shipment to comply with all size and weight limitations or return the shipment back to the shipper with no additional liability. A charge of \$2.00 per piece or \$2.00 per cwt, subject to a minimum charge of \$35.00 will be assessed for any portion of the shipment that needs to be down stacked.

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**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.

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**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.

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**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.

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**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. Cargo is considered NEW only if it is tendered for transportation directly from the manufacturing facility, and it remains in its original box, carton, crate or shipping container, and has never been removed from the manufacturer's original packaging.
4. All cargo not considered NEW under this definition is considered USED, even if it has not actually been used for the intended purposes.
5. IF cargo has been reconditioned, refurbished, rebuilt, remanufactured, or it is considered USED for the purpose of the applicable rates and liability limits, even if such is shipped in its original packaging or similar to its original packaging.
6. Used cargo includes all commodities other than new, including but not limited to internet auctions, interplane moves, articles of household goods, personal effects, antiques, and display or demonstration models. These articles will only be accepted for transportation as USED cargo.
7. 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.
8. It is the responsibility of the shipper/consignor to ensure the proper packaging is used and that contents of the package(s) are adequately and securely packaged, wrapped, and cushioned for transportation. Carrier is not liable when loss, damage, or destruction is caused.
9. All claims for loss, damage or destruction must be filed within nine months after delivery or within nine months after the date of the bill of lading for non-delivery. Failure to file within the nine (9) months will result in claim denial. Any lawsuit for cargo claims shall be instituted against the carrier no later than two (2) years from the date when written notice is given by Magnum to the claimant that is has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted in accordance with the foregoing provisions, Magnum shall not be liable and such claim will not be paid.
10. Carrier follows NMFC guidelines for packaging requirements.
11. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier.



12. In no case shall Magnum LTL be liable, and it hereby disclaims responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, economic loss, penalties, lost profits, fees, interest, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of Magnum LTL, whether foreseeable, disclosed or not.
  13. Cost of Labor Carrier will not pay labor charges exceeding \$40.00 per hour associated with repairing or otherwise on a claim for a shipment that has been lost or damaged.
  14. Minimum Claim Amount:
    - a. The minimum amount of a claim that may not be considered by Carrier is \$50.00
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#### **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, Revenue Stamps
    - Precious Stones
    - Rolled Flooring Products (Carpet, Linoleum, etc.)
    - Valuable papers of any kind
    - Carbon Black, Lamp Black, Powdered Graphite
  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.
  3. **Shipments containing:** Hemp in the raw, Hemp Plants, Hemp Seed, Hemp Leaves, Hemp Oil, Hemp Seed Oil, and CBD 's derived from Hemp, Marijuana (including for medicinal or recreational use), CBD, Synthetic Cannabinoids, and any product that contains THC are prohibited.
  4. Consignor shall indemnify the Carrier for all costs, fees, and expenses incurred as a result of the Consignor’s violation of any such local, state, and federal law or regulations or regulations or from tendering any prohibited item for shipment. Shipper will be responsible for all charges and handling fees that are related to recovery from Carrier terminal by shipper, final consignee, or another carrier.
  5. Carrier reserves the right to collect from the customer or the shipment paying party the costs for: cleanup for trailers and other equipment; payment of freight charges; other property claims and personal injuries, including death; and damage and/or loss, including attorneys’ fees and litigation costs, caused by or arising out of the transportation or storage of any prohibited article.
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#### **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.
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**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.
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**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.