

# **PINNACLE TRUCKING, LLC**

## **TARIFF PNKA 100 (Series)**

### **NAMING GENERAL RULES AND CHARGES FOR SPECIAL AND ACCESSORIAL SERVICES**

**Effective: February 18, 2016**

*Except in instances where this Rules Circular is subject to a continuing transportation contract, carrier reserves the right to modify this Rules Circular at any time without prior notice. A current version of the Rules Circular will be available on our website at [www.pinnacletruck.com](http://www.pinnacletruck.com)*

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# RULES AND REGULATIONS

## Application of Rates

## Item 1

LTL rates are applied on shipments only when shipped from one point, in one day, by one shipper on one bill of lading for delivery to one consignee at a one destination. Rates will apply on minimum weight or actual weight (including tare weight) when greater, subject to minimum charge provided in tariffs made party hereto.

## Courtesy Pricing Provision

## Item 2

Shipments tendered to carrier without an agreed upon rate shall be rated utilizing the Pinnacle Trucking tariff and applicable accessorial and fuel surcharges as stated in the PNKA 100 rules tariff.

## Currency and Payment of Charges

## Item 3

Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are "net 15 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

Freight invoices not paid within 15 days are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1 and ½ % per month. In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorneys' fees in the amount of \$300.00 or 25% whichever is greater.

All disputes of any kind that may require litigation between Pinnacle Trucking LLC, as plaintiff and/or as defendant related to transportation issues will be held in Middlesex County, New Jersey and the prevailing party will be entitled to reasonable legal fees.

**THIRD PARTY BILLING:** Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

**PRIORITY OF FREIGHT CHARGE OBLIGATION:** When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

- (1) The intermediary will segregate money due owing to carrier from other accounts.
- (2) Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.

- (3) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
- (4) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
- (5) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL.

**Late Payment** **Item 4**

Freight charges not paid within 30 days from the date of invoice are subject to late payment charge of 1.5%, per day, of the outstanding balance due, with a minimum charge of \$5.00 per shipment/invoice.

**Default Payment Terms** **Item 5**

When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

**Driver Signature** **Item 6**

The signature of a carrier's freight driver/sales representative on any bill of lading other than carrier's bill of lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

**Duel Indemnification** **Item 7**

CARRIER shall indemnify and save harmless COMPANY from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Carrier's obligations hereunder or by the negligence of CARRIER, its agents, employees or representatives.

COMPANY shall indemnify and save harmless CARRIER from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Company's obligations hereunder or by the negligence of COMPANY, its agents, employees or representatives.

**Exclusive Use of Trailer** **Item 8**

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control of the trailer with the unrestricted right to: select the trailer for transportation, transfer the shipment from one trailer to another, load other freight on the same trailer as the shipment, or remove locks or seals applied.

**Foreign Tariffs** **Item 9**

Base rating tariffs not published by Pinnacle Trucking LLC Transportation are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's freight bill and

the origin or destination zip code is not identified and included within the foreign tariff, the rating of the shipment will be accomplished using the Czarlite SMC<sup>®</sup> 2008, effective March 31, 2008.

**Freight Classification**

**Item 10**

All less than truckload shipments tendered to the carrier that are to be rated based on the NMFC classification guide must conform to the following density guidelines:

| <u>Pounds per cubic foot</u> | <u>Classification</u> |
|------------------------------|-----------------------|
| Less than 1 pcf              | Class 400             |
| 1 but less than 2 pcf        | Class 300             |
| 2 but less than 4 pcf        | Class 250             |
| 4 but less than 6 pcf        | Class 150             |
| 6 but less than 8 pcf        | Class 125             |
| 8 but less than 10 pcf       | Class 100             |
| 10 but less than 12 pcf      | Class 92.5            |
| 12 but less than 15 pcf      | Class 85              |
| 15 but less than 21 pcf      | Class 70              |
| 21 but less than 25 pcf      | Class 65              |
| 25 but less than 28 pcf      | Class 60              |
| 28 but less than 30 pcf      | Class 55              |
| 30 pcf or greater            | Class 50              |

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rating will not apply on empty containers, poison, explosives, machinery, displays, exhibits, show, convention, or promotional material. It will not apply on shipments originating at or destined to an exhibit/convention center.

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rated shipments must comply with the density listed above.

**Guarantee of Charges**

**Item 11**

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

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

Freight charges must be prepaid on all shipments consigned to trade shows, traveling shows, conventions, exhibits, military, or government offices.

**Governing Publications**

**Item 12**

Except as specifically otherwise provided, the following described tariffs, supplements, and successive issues shall govern.

|  |                 |
|--|-----------------|
| Hazardous Materials Regulations                                  | CFR Title 49    |
| PC Miler series  | Practical Miles |
| National Five-Digit United States Zip Code Post Office Directory |                 |
| National Six-Digit Canadian Postal Code Directory                |                 |
| National Motor Freight Classification                            | NMF 100         |

## **Impractical Operations**

**Item 13**

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

- The condition of the roads, streets, driveways, alleys or approaches thereto
- Inadequate loading or unloading facilities
- Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to person or property
- Ferries

## **Hours of Operations**

**Item 14**

Pinnacle Trucking LLC's normal hours of operation are from 6am to 6pm Monday through Friday. Pinnacle Trucking LLC is not obligated to furnish pickup or delivery service on Saturdays, Sundays, Holidays, or outside of normal hours of operation

When consignor or consignee requests Pinnacle Trucking LLC to pickup or deliver freight outside of normal hours of operation (Monday through Friday), a charge of \$145.00 will be assessed.

## **Weekend or Holiday Pickup and Deliveries Services**

**Item 15**

Requests to pick-up or deliver freight on Saturday, Sunday or a Holiday, a charge of \$65.00 per hour; subject to a Minimum Charge of \$395.00.

## **Inspection of Freight**

**Item 16**

All shipments handled by Pinnacle Trucking LLC are subject to inspection at any time, for any reason. By tendering the shipment to us, you consent to such inspections and agree that Pinnacle Trucking LLC will not be held liable for any loss, damage, action, or event arising out of such inspection. An inspection may result in the correction to the freight invoice including but not limited to: density, space, or classification.

## **Liability and Released Value**

**Item 17**

Articles tendered with an invoice value exceeding \$2.50 per pound will be considered to be of extraordinary value. Shipments inadvertently accepted with an extraordinary value shall be considered released at \$2.50 per pound subject to a maximum of \$100,000 per trailer load. In the event of loss of and/or damage to any shipment carrier's liability will not exceed \$2.50 per pound subject to a maximum of \$100,000 per trailer load. The exception is uncrated machinery which will be subject to a maximum liability of \$0.10 per pound and spot quoted shipments that will be limited to \$0.50 per pound.

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMF 100 are subject to released or actual value conditions, the released or actual value provided in the NMF 100 for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

Any shipment with an actual value in excess of the valuation limitation described in this paragraph will not be accepted unless carrier has acknowledged acceptance after prior notification of excess value.

Claims for concealed damages must be submitted to carrier within twenty-four (24) hours of delivery.

## **Offset of Freight Charges**

**Item 18**

Paying party is prohibited from offsetting payment of carrier's transportation charges for loss or damage claims.

## **Pallet Exchange**

**Item 19**

Pinnacle Trucking LLC does not participate in pallet exchange programs. Any request or provisions noted on the Bill of Lading requesting the return of shipping devices shall be deemed

for informational purposes only and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

## **Precedence of Rates**

## **Item 20**

### **THIRD PARTY SHIPMENTS**

This section applies when the bill of lading indicates a party other than shipper, consignee, or shipper or consignee's freight payment processor as the payer of the freight charges.

A pricing program published for the account of the third party payer will take precedence over all other pricing programs.

All third party shipments must be prepaid.

When the bill of lading shows freight terms as prepaid and instruction for third party billing and the third party payer is the same as the consignee or consignee's freight payment processor, the terms will be changed to collect, billing the consignee or consignee's freight payment processor.

### **OUTBOUND PREPAID SHIPMENTS**

A pricing program published for the account of the shipper will take precedence over all other pricing programs.

### **OUTBOUND COLLECT SHIPMENTS**

An inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

### **INBOUND COLLECT SHIPMENTS**

The inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

## **Rate Quotes**

## **Item 21**

Quoted rates take precedence over any contract rate currently on file. Quoted rates are based on those facts concerning the shipment which are made known to the carrier. It must be disclosed to carrier if shipment is destined to a prison, hospital, school, institution, or any other non-industrial building. The quote will be deemed invalid in the event of nondisclosure.

Carrier liability on quoted shipments is limited to a maximum of \$.50 per pound. Rate quotes received via the website are an estimate of the current published tariff. Such estimates are determined utilizing the variables entered. They are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding on either the carrier or the shipper.

Quoted amounts may be revised in the event the actual shipment characteristics vary from the shipment characteristics disclosed at time of quote. If additional services are required by carrier, applicable accessorial charges will be added to the quoted amount.

## **Shipper Load and Count**

## **Item 22**

Unless otherwise noted by contract, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such



securing materials is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of binds, pallets, platforms or skids on such shipments.

### **Substituted Service** **Item 23**

For its operating convenience, carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

### **Weight (Gross Weights and Dunnage)** **Item 24**

Unless otherwise provided, charges shall be computed on actual gross weights including the weight of any pallets, platforms, racks, skids, or other materials constituting a shipping carrier, container, or package. All weights shown on the bill of lading shall be deemed to be product weights unless shipper specifically designates the weight of the shipping carrier, container, or package.

If carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges.

### **Weight Verifications** **Item 25**

At its sole discretion, carrier may choose to reweigh shipments in its custody. If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. A weight verification document will be available upon request.

Any bill of lading received by Pinnacle Trucking LLC without a weight will be weighed at our location and a service charge of \$25.00 per shipment will be applicable.

### **Billing Administration** **Item 26**

A change in freight payment terms will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper prior to delivery of freight. Once freight has been delivered, authorization will be required from the party assuming responsibility for payment. The charge for this service is \$15.00 for each time a correction is made.

Reversal of freight charges will not be allowed after payment has been received based on the terms of the original bill of lading.

Carrier will invoice the shipper's bank or other agent for freight charges, but carrier reserves the right to bill and collect freight charges from the shipper and consignee in the event full payment of freight charges is not received pursuant to third party billing.

### **Blind Shipment Request** **Item 27**

A blind shipment occurs when a third party controls the movement of the freight but does not want either the shipper or consignee to know the name of the other. The following conditions must meet:

- (1) The shipment must be prepaid and request must be made prior to pick up.
- (2) The service request must be made in writing to the carrier.
- (3) Section 7 of the Bill of Lading cannot be signed.
- (4) Pinnacle Trucking LLC will not ensure the confidentiality of the transaction.
- (5) When this service is requested, an additional fee of \$45.00 per shipment will be incurred.
- (6) Shipment cannot be hazardous.
- (7) Pinnacle will not ensure the confidentiality of transaction

**Canadian Border Crossing Congestion Surcharge** **Item 28**

Shipments requiring delivery into or out of Canada will be subject to a Canadian Border Crossing charge of \$0.44 CWT with a minimum of \$43.00 and a maximum of \$175.00 per shipment. Any shipment requiring delivery into or out of Canada will be subject to a Canadian Border Crossing detention charge of 2 hours free, then \$18.75 per ¼ of an hour subject to a minimum of \$75.00 and a maximum of \$750.00 per 24 hour period. All time calculations will be based on a 24 hour day, 7 days per week, inclusive of holidays and weekends.

**Collect on Delivery Shipments** **Item 29**

Carrier does not accept shipments tendered as Collect on Delivery (C.O.D.). If carrier is inadvertently tendered a shipment that is label as C.O.D., carrier shall not be responsible or held liable for the collection of any funds for shipper relating to the C.O.D. shipment.

**Detention** **Item 30**

Carrier's line haul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading.

With Power Unit

Upon arrival of truck, one (1) hour of free time is allowed for LTL shipments and two (2) hours of free time are allowed for TL shipments. The additional charge once free time is exceeded is \$75.00 for the first hour and \$37.50 for each 30 minute increment or part thereof. Time shall end upon completion of loading and acceptance by the driver of a signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt.

Without Power Unit

Dry Van: \$50.00 per 24 hour period.

Heated / Refrigerated Van: \$150.00 per 24 hour period.

Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier.

Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designed by the consignee.

Nothing in this item shall require the carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours.

**Document Copies** **Item 31**

Shipper may access carrier's website and retrieve necessary documents at no charge. When a request is made to supply a copy of a proof of delivery or bill of lading for a shipment, a service fee of \$5.00 per document will be assessed. Under no circumstances will carrier provide an original bill of lading or delivery receipt.

## Fuel Surcharge

## Item 32

The fuel surcharge is adjusted on Monday and is based on the US Department of Energy's National Average Diesel Fuel Index in effect.

Fuel surcharge is applicable on net line-haul charges only.

LTL is defined as any one shipment that occupies 20 feet or less of trailer space and/or weighs 20,000 pounds or less. LTL fuel surcharge does not apply to volume rated or truckload shipments.

| DOE National Average |          | Fuel Surcharge |                 |                     |                        |
|----------------------|----------|----------------|-----------------|---------------------|------------------------|
| From:                | To:      | LTL Dry<br>%   | LTL Reefer<br>% | TL Dry<br>\$ / Mile | TL Reefer<br>\$ / Mile |
| \$ 2.00              | \$ 2.049 | 10.0%          | 14.0%           | \$ 0.20             | \$ 0.26                |
| \$ 2.05              | \$ 2.099 | 10.5%          | 14.5%           | \$ 0.21             | \$ 0.27                |
| \$ 2.10              | \$ 2.149 | 11.0%          | 15.0%           | \$ 0.22             | \$ 0.28                |
| \$ 2.15              | \$ 2.199 | 11.5%          | 15.5%           | \$ 0.23             | \$ 0.29                |
| \$ 2.20              | \$ 2.249 | 12.0%          | 16.0%           | \$ 0.24             | \$ 0.30                |
| \$ 2.25              | \$ 2.299 | 12.5%          | 16.5%           | \$ 0.25             | \$ 0.31                |
| \$ 2.30              | \$ 2.349 | 13.0%          | 17.0%           | \$ 0.26             | \$ 0.32                |
| \$ 2.35              | \$ 2.399 | 13.5%          | 17.5%           | \$ 0.27             | \$ 0.33                |
| \$ 2.40              | \$ 2.449 | 14.0%          | 18.0%           | \$ 0.28             | \$ 0.34                |
| \$ 2.45              | \$ 2.499 | 14.5%          | 18.5%           | \$ 0.29             | \$ 0.35                |
| \$ 2.50              | \$ 2.549 | 15.0%          | 19.0%           | \$ 0.30             | \$ 0.36                |
| \$ 2.55              | \$ 2.599 | 15.5%          | 19.5%           | \$ 0.31             | \$ 0.37                |
| \$ 2.60              | \$ 2.649 | 16.0%          | 20.0%           | \$ 0.32             | \$ 0.38                |
| \$ 2.65              | \$ 2.699 | 16.5%          | 20.5%           | \$ 0.33             | \$ 0.39                |
| \$ 2.70              | \$ 2.749 | 17.0%          | 21.0%           | \$ 0.34             | \$ 0.40                |
| \$ 2.75              | \$ 2.799 | 17.5%          | 21.5%           | \$ 0.35             | \$ 0.41                |
| \$ 2.80              | \$ 2.849 | 18.0%          | 22.0%           | \$ 0.36             | \$ 0.42                |
| \$ 2.85              | \$ 2.899 | 18.5%          | 22.5%           | \$ 0.37             | \$ 0.43                |
| \$ 2.90              | \$ 2.949 | 19.0%          | 23.5%           | \$ 0.38             | \$ 0.44                |
| \$ 2.95              | \$ 2.999 | 19.5%          | 24.0%           | \$ 0.39             | \$ 0.45                |
| \$ 3.00              | \$ 3.049 | 20.0%          | 24.5%           | \$ 0.40             | \$ 0.46                |
| \$ 3.05              | \$ 3.099 | 20.5%          | 25.0%           | \$ 0.41             | \$ 0.47                |
| \$ 3.10              | \$ 3.149 | 21.0%          | 26.0%           | \$ 0.42             | \$ 0.48                |
| \$ 3.15              | \$ 3.199 | 21.5%          | 27.0%           | \$ 0.43             | \$ 0.49                |
| \$ 3.20              | \$ 3.249 | 22.0%          | 28.0%           | \$ 0.44             | \$ 0.50                |
| \$ 3.25              | \$ 3.299 | 22.5%          | 29.0%           | \$ 0.45             | \$ 0.51                |
| \$ 3.30              | \$ 3.349 | 23.0%          | 29.5%           | \$ 0.46             | \$ 0.52                |
| \$ 3.35              | \$ 3.399 | 23.5%          | 30.0%           | \$ 0.47             | \$ 0.53                |
| \$ 3.40              | \$ 3.449 | 24.0%          | 30.5%           | \$ 0.48             | \$ 0.54                |
| \$ 3.45              | \$ 3.499 | 24.5%          | 31.0%           | \$ 0.49             | \$ 0.55                |

|         |          |       |       |         |         |
|---------|----------|-------|-------|---------|---------|
| \$ 3.50 | \$ 3.549 | 25.0% | 32.0% | \$ 0.50 | \$ 0.56 |
| \$ 3.55 | \$ 3.599 | 25.5% | 32.5% | \$ 0.51 | \$ 0.57 |
| \$ 3.60 | \$ 3.649 | 26.0% | 33.0% | \$ 0.52 | \$ 0.58 |
| \$ 3.65 | \$ 3.699 | 26.5% | 33.5% | \$ 0.53 | \$ 0.59 |
| \$ 3.70 | \$ 3.749 | 27.0% | 34.0% | \$ 0.54 | \$ 0.60 |
| \$ 3.75 | \$ 3.799 | 27.5% | 34.5% | \$ 0.55 | \$ 0.61 |
| \$ 3.80 | \$ 3.849 | 28.0% | 35.0% | \$ 0.56 | \$ 0.62 |
| \$ 3.85 | \$ 3.899 | 28.5% | 35.5% | \$ 0.57 | \$ 0.63 |
| \$ 3.90 | \$ 3.949 | 29.0% | 36.0% | \$ 0.58 | \$ 0.64 |
| \$ 3.95 | \$ 3.999 | 29.5% | 36.5% | \$ 0.59 | \$ 0.65 |
| \$ 4.00 | \$ 4.049 | 30.0% | 37.0% | \$ 0.60 | \$ 0.66 |
| \$ 4.05 | \$ 4.099 | 30.5% | 37.5% | \$ 0.61 | \$ 0.67 |
| \$ 4.10 | \$ 4.149 | 31.0% | 38.0% | \$ 0.62 | \$ 0.68 |
| \$ 4.15 | \$ 4.199 | 31.5% | 38.5% | \$ 0.63 | \$ 0.69 |
| \$ 4.20 | \$ 4.249 | 32.0% | 39.0% | \$ 0.64 | \$ 0.70 |
| \$ 4.25 | \$ 4.299 | 32.5% | 39.5% | \$ 0.65 | \$ 0.71 |
| \$ 4.30 | \$ 4.349 | 33.0% | 40.0% | \$ 0.66 | \$ 0.72 |
| \$ 4.35 | \$ 4.399 | 33.5% | 40.5% | \$ 0.67 | \$ 0.73 |
| \$ 4.40 | \$ 4.449 | 34.0% | 41.0% | \$ 0.68 | \$ 0.74 |
| \$ 4.45 | \$ 4.499 | 34.5% | 42.0% | \$ 0.69 | \$ 0.75 |
| \$ 4.50 | \$ 4.549 | 35.0% | 43.0% | \$ 0.70 | \$ 0.76 |
| \$ 4.55 | \$ 4.599 | 35.5% | 43.5% | \$ 0.71 | \$ 0.77 |
| \$ 4.60 | \$ 4.649 | 36.0% | 44.0% | \$ 0.72 | \$ 0.78 |
| \$ 4.65 | \$ 4.699 | 36.5% | 44.5% | \$ 0.73 | \$ 0.79 |
| \$ 4.70 | \$ 4.749 | 37.0% | 45.0% | \$ 0.74 | \$ 0.80 |
| \$ 4.75 | \$ 4.799 | 37.5% | 46.0% | \$ 0.75 | \$ 0.81 |
| \$ 4.80 | \$ 4.849 | 38.0% | 46.5% | \$ 0.76 | \$ 0.82 |
| \$ 4.85 | \$ 4.899 | 38.5% | 47.0% | \$ 0.77 | \$ 0.83 |
| \$ 4.90 | \$ 4.949 | 39.0% | 48.0% | \$ 0.78 | \$ 0.84 |
| \$ 4.95 | \$ 4.999 | 39.5% | 49.0% | \$ 0.79 | \$ 0.85 |
| \$ 5.00 | \$ 5.049 | 40.0% | 50.0% | \$ 0.80 | \$ 0.86 |
| \$ 5.05 | \$ 5.099 | 40.5% | 51.0% | \$ 0.81 | \$ 0.87 |
| \$ 5.10 | \$ 5.149 | 41.0% | 52.0% | \$ 0.82 | \$ 0.88 |

When the DOE fuel index falls below \$2.00 per gallon, the fuel surcharge continues to decrease 0.5% for every five-cent decrease and \$.01 per mile decrease for every five-cent decrease in average fuel price. If the DOE fuel index falls below \$1.25, no fuel surcharge will be charged.

When the DOE fuel index exceeds \$5.15 per gallon, the fuel surcharge continues to increase 0.5% for every five-cent increase and \$.01 per mile increase for every five-cent increase in average fuel price.

The DOE national average is available by dialing the DOE Hotline (202-586-6966, extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to [www.eia.doe.gov](http://www.eia.doe.gov), then click the link for On-Highway Retail Diesel Prices.

## **Hazardous Materials**

## **Item 33**

\$0.55 per CWT, Minimum \$25.00 Maximum \$200.00

When special permits and/or safety permits are required by various Federal, State, or regulatory agencies for the transportation of specific hazardous materials, said permits will be purchased by the carrier and collected from the shipper. The purchase cost of the permit plus a service charge of \$50 per permit for each state and/or municipality for which the permit is required will be assessed to the shipment.

Any notation on the shipper's bill of lading which in any way limits or denies the carrier access to the vehicle in which the shipment is loaded, shall cause shipment to be classified as Exclusive Use with all rules for Exclusive Use applied.

Shipper is responsible for payment of all costs associated with the cleanup of their material when such cleanup is the result of shipper's negligence. Further, any and all liability for damages resulting from the hazardous material shall be borne by the shipper.

The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by shipper as being "empty".

## **New York Metro Congestion**

## **Item 34**

- An additional charge of \$.85 per cwt subject to a minimum of \$25.00 and a maximum of \$350.00 will be applicable when carrier is required to pickup from or deliver to the following zip codes:

New York  
090-108  
110-119

## **Notification Prior to Delivery of Shipments**

## **Item 35**

The charge for this service is \$22.00 per shipment. This charge only applies on shipments weighing 1-36,000#. When notification prior to delivery is requested in any of the formats below, the charge for notification will be the responsibility of the party responsible for all other freight charges.

- Bill of lading or any other shipping order bears notation requesting carrier to notify consignee prior to delivery
- In the event delivery requires special handling instruction
- A delivery appointment is required
- It becomes known to carrier from another source, either verbal or written, that consignee requires notification.

## **Pallet Jack**

## **Item 36**

If a pallet jack is required at time of delivery or pickup and the carrier is responsible for providing the pallet jack, an applicable charge of \$40.00 per pallet jack will be assessed. This charge is the responsibility of the paying party as noted on the original bill of lading.

## **Reconsignment or Diversion**

## **Item 37**

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

Definitions:

- A change in the name of the shipper, consignee, or rightful owner of the shipment.
- A change in a place of delivery.
- Refused shipments being returned to the original shipper.

Conditions:

- A request for re-consignment or return to shipper must be made in writing or confirmed in writing.
- The carrier must be satisfied that the party making the request has the authority to do so.
- Pinnacle Trucking LLC will make a diligent effort to execute the request but will not be responsible if such service is not completed.
- Only entire shipments, not portions of shipments, may be reconsigned.

Charges:

- LTL: Applicable LTL rates for lane of movement plus \$25.00 administrative fee.
- TL: If returned to origin state or re-consigned to lane where no rate is established, the rate will be \$1.75 per mile subject to a minimum charge of \$750 for dry vans and \$850 for heated vans and \$950 for refrigerated units plus administration fee of \$90.00.
- Apply Fuel Surcharges

## **Redelivery**

## **Item 38**

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, the following charges will be applicable for each time the carrier returns to effect delivery of the shipment. These charges will be the responsibility of the paying party stated on the original bill of lading.

LTL: Applicable LTL rate for lane movement plus \$25.00 administrative fee.

TL: \$1.75 per mile subject to a minimum charge of \$750 for dry vans and \$850 for heated vans and \$950 for refrigerated units plus administration fee of \$90.00.

Customers requesting drop and hook deliveries are responsible for unloading inbound loaded equipment within 12 hours. If empty equipment is not available for carrier recovery within 12 hours and carrier attempts to pickup, a redelivery charge will apply.

## **Residential Pickup or Delivery**

## **Item 39**

Pinnacle Trucking LLC does **NOT** handle pickup or delivery of shipments to private residences. Any shipment inadvertently accepted by Pinnacle Trucking LLC may be returned to the shipper at the shipper's expense. If Pinnacle Trucking LLC chooses to deliver or pickup from a residence, the additional charge will be \$5.10 per cwt subject to a minimum of \$82.50 and a maximum of \$298.00. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

The term private residence includes apartments, churches, day cares, camps, farms, public storage facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

## **Storage**

## **Item 40**

Storage charges on freight awaiting line haul transportation will begin at 7 A.M. the first business day after freight is received by the carrier. Storage charges on undelivered freight will begin at 7 A.M. the first business day after notice of arrival has been provided. Storage charges will accrue every day thereafter including holidays and weekends.

TL: Dry Van: \$50.00 per 24 hour period.

Heated / Refrigerated Van: \$150.00 per 24 hour period.

LTL: \$25.00 per day Heated / Refrigerated Shipments: \$50.00 per day

## **Stop Off in Route**

## **Item 41**

Truckload shipments requiring delivery at multiple locations will incur an additional charge of \$125.00 for the first stop, \$250.00 for the second stop and \$400.00 for each additional stop over 2.

Pinnacle Trucking LLC does not allow stop off pickup or deliveries on LTL rated shipments.

## **Temperature Control**

## **Item 42**

Any customer whose shipments require any type of temperature control service are required to register their product's requirements before the commencement of shipping activity. The bill of lading must clearly state the particular data relating to the product's description and temperature parameters. The carrier at its sole discretion can reject the tender of, or return any temperature control shipment when in the carrier's judgment it cannot meet the requirements. The above action is necessary to accommodate extreme cold weather conditions, excessively long holding periods, holidays or any other unusual conditions. Carrier will not be responsible for any damage to shipments containing commodities requiring protective service from heat or cold if said damage is the result of a delay in normal delivery not directly attributable to negligence on the part of the carrier or if the shipment is refused by the consignee.

### Protect from Freezing:

This service is available October 15th thru April 15th each calendar year. The original bill of lading must be clearly marked "Protect from Freezing" or "P F F" by the shipper. P F F service shipments must be identified when pickup is scheduled. Products tendered for this service cannot freeze at temperatures above 32 degrees Fahrenheit. Product requiring maintenance of a single temperature or range of temperatures is not eligible for Protect from Freezing Service. These shipment(s) will be handled as Temperature Control service and must be quoted prior to shipment.

Additional charges for Protect from Freezing Service are:

10% of linehaul rate subject to a minimum of \$20.00 and a maximum of \$200.00

### Temperature Control

Consignors warrant that all temperature-controlled shipments have been properly pre-cooled to the appropriate temperature for transportation as shown on the bill of lading prior to tender. Mechanical refrigeration units on trailers are capable of maintaining normal temperatures during transit but are not intended to raise or lower the temperature of shipments.

The consignee shall accept delivery of all undamaged products and shall immediately remove all shipments to appropriate temperature controlled storage areas.

Any shipment requiring temperature control that is outside the definition of our Protect from Freezing Service in which a heated or refrigerated unit is necessary to meet the temperature requirement will be subject to the following accessorial charge.

- i. **LTL:** LTL Shipments requiring temperature control must be quoted prior to movement of freight. If freight is tendered to carrier without an established quote, carrier will rate at a temperature control truckload rate plus applicable temperature control fuel surcharge.

- ii. **TL:** If freight is tendered without an established quote, carrier will assess a temperature control truckload rate plus any applicable temperature control fuel surcharge.

## **Truck Ordered Not Used**

**Item 43**

This charge is applicable when equipment is ordered and cancelled after the unit has been dispatched. The charge is \$1.75 per mile from last destination to designated pickup subject to a minimum of \$295.00 per unit.

## **Truckload Shipments**

**Item 44**

### **EQUIPMENT POSITIONING**

In the event that the shipper or consignee requires the movement of trailing equipment precipitating a "bobtail", a charge of \$1.75 per mile subject to a minimum of \$150 will apply plus applicable fuel surcharge. If a customer requires pickup at a location in which a unit is not currently available, a repositioning charge of \$1.75 per mile subject to a minimum of \$150 will apply plus applicable fuel surcharge.

### **EXCESSIVE MILEAGE CHARGE**

When carrier by way of freight tender or bill of lading for truckload shipments is required to make stop(s) en route to final destination, mileage calculations will be inclusive of all stops.

### **EXPEDITED OR TEAM TRUCKLOAD SERVICE**

Carrier rates are based on standard transit intervals. When expedited service is required, an additional charge of \$0.50 per loaded mile subject to a minimum of \$250.00 will be shown as a separate line item on carrier invoice.

### **LAYOVER**

The following charge will be applicable when carrier is required to layover driver/equipment to make delivery or pickup: Single driver \$295.00, Team \$500.00 per 24 hour period.

### **SHIPPER LOAD AND COUNT**

Unless otherwise noted, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

### **TENDERED AS TRUCKLOAD**

When a shipment is tendered to carrier as a truckload for service or any other reason, applicable truckload rate will apply and will not alternate with any applicable less than truckload rate. Such shipments will be rated with any accessorial charges pertaining to truckload shipments.

### **TRAILER SCALE**

Any shipment that requires the carrier to weigh the trailer light and heavy will be subject to a charge of \$90.00 per scale plus the cost of scale tickets if the scale is within 30 miles. All other requests will be quoted based on distance.



## **Unconventional Pickup and Delivery**

**Item 45**

### **AIRPORT OR PIERS**

Pickup or delivery to airports, docks, or pier sites are not provided by Pinnacle Trucking LLC. Any LTL shipment inadvertently tendered and accepted by Pinnacle Trucking LLC will be subject to a surcharge of \$5.10 per hundred pounds, minimum \$82.50 maximum \$250.00

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention, driver loading or unloading, or lumper fees.

### **CONSTRUCTION AND UTILITY SITES**

Shipments destined to a construction or utility site must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change terms to prepaid.

Pickup or delivery of LTL freight to or from a construction or utility site will be subject to an additional charge of 35% subject to a minimum of \$72.50. This charge does not include any applicable charges associated with detention or notify before delivery charges.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention.

### **CONVENTION, EXHIBITION OR SHOW SITES, FAIRS**

Shipments destined to a convention, exhibition site, show site, or fair must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change the terms to prepaid.

When a consignor or consignee request carrier to pickup or deliver LTL freight at a convention, show site, fair, or traveling show, such service will be subject to an additional charge of \$2.97 per 100 pounds subject to a minimum of \$250.00. This surcharge does not include any applicable charges associated with detention, loading or unloading.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention, loading or unloading.

### **GROCERY OR FOOD WAREHOUSE**

Pickup or delivery of LTL shipments to or from grocery or food warehouses will be subject to an additional surcharge. This surcharge does not include any applicable charges associated with detention, driver loading or unloading, or lumper fees.

|         |          |
|---------|----------|
| Minimum | \$ 50.00 |
| CWT     | \$ 1.25  |
| Maximum | \$250.00 |

### **PRISONS**

Pickup or delivery of LTL freight to or from prisons will be subject to an additional charge of 35% subject to a minimum of \$72.50. This charge does not include any applicable charges associated with detention.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention.

### **PRIVATE RESIDENCE**

Pinnacle Trucking LLC does **NOT** handle pickup or delivery of shipments to private residences. Any shipment inadvertently accepted by Pinnacle Trucking LLC may be returned to the shipper at the shipper's expense. If Pinnacle Trucking LLC chooses to delivery or pickup from a residence, the additional charge will be \$5.10 per cwt subject to a minimum of \$82.50 and a maximum of \$298.00. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

The term private residence includes apartments, churches, day cares, camps, farms, public storage facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

**NON COMMERCIAL/LIMITED ACCESS DELIVERY/PICKUP**

When an LTL pickup or delivery service is provided at schools, churches, camps, country clubs, estates, farms, mini-storage warehouses, rectories, convents, military bases, nursing homes, hospitals, or other such places where access is limited or a loading/unloading dock is not available an additional charge of \$3.50 per hundred pounds with a minimum of \$50.00 and a maximum of \$250.00 will apply. Truckload shipments will be subject to a surcharge of \$250.00.

**SECURITY INSPECTION FEE**

When carrier is required by shipper and/or consignee to go through a security inspection process in order to perform pickup or delivery in locations such as, but not limited to, Airports, Chemical plants, Military Bases, Ports, Prisons, and other public or private facilities, LTL shipments will be subject to an inspection Fee of \$50.00. Truckload shipments will be subject to an inspection fee of \$250.00.

## Additional Labor Charges

### **Liftgate**

### **Item 46**

This charge is applicable when lift gate equipment is required for delivery or pickup. The charges outlined in this item do not apply when Pinnacle Trucking LLC does not have suitable vehicles equipped with such devices and operators available. At its option, Pinnacle Trucking LLC will rent lift gate equipment or outsource the lift gate service and adjust the lift gate surcharge to equal the total cost to Pinnacle Trucking LLC. The charges for this service will be the responsibility of the paying party listed on the bill of lading. If Pinnacle Trucking LLC has equipment and operators available, the following charges will be assessed.

\$2.55 CWT    MIN \$75.00    MAX \$175.00

Truckload shipments requiring specialized equipment such as pups, straight trucks, or city trucks outside of a 200 mile radius of Edison, NJ must be quoted. If a shipment is accepted without a quote on file, carrier will rate based on individual requirements.

### **Inside Delivery or Pickup**

### **Item 47**

An additional charge of \$5.00 per hundred pounds subject to an \$85.00 minimum charge will be applicable when a dock is not available and a driver is required to take freight off the trailer and deliver it inside a structure or building on the same level and within 100 feet of the trailer.

Any shipment requiring delivery inside a multiple level structure or building or more than 100 feet from the trailer, will be billed an additional charge based on the individual requirements.

This service is available when carrier's operating conditions permit.

These charges are the responsibility of the paying party as noted on the original bill of lading.

This charge does not include any detention incurred by carrier.

### **Loading/Unloading by Carrier**

### **Item 48**

Freight tendered for loading or unloading shall be so situated by the shipper as to be directly accessible to the vehicle. Carrier will furnish only one employee per vehicle to assist in the loading or unloading of freight utilizing customer handling equipment. Removal of freight from a trailer without the use of this equipment is subject to Sort and Segregate charges. This charge does not include any applicable charges for inside delivery or detention. These charges are the responsibility of the paying party as noted on the original bill of lading.

Shipments requiring this service will be subject to an accessorial charge of \$.75 per 100 pounds with a minimum of \$15.00 and a maximum charge of \$150.00. This charge does not include any applicable charges for inside delivery or detention.

If a lumper is secured to perform this service, the charges will be passed through to the parties who is responsible for the freight charges. This charge does not include any applicable charges for inside delivery or detention.

### **Sorting or Segregating**

### **Item 49**

This charge is applicable when the driver is required to remove freight from the incoming pallet and sort product onto one or more separate pallets by mark, brand, sizes, flavors, or other distinguishing characteristics. This charge is also applicable when the driver is required to assist in the loading or unloading of freight without use of the customer's handling equipment. This charge does not include any applicable charges for detention. The applicable charge for LTL or TL shipments for this service is \$2.75 per hundred pounds subject to a minimum of \$45.00 and a maximum of \$300.00.

**Lumper Service** –When lumper services are required to be paid for loading or unloading, the charges will be passed through to the party responsible for paying the freight charges as follows.

- i. **LTL** – Lumper charges will be passed through on a proration of the total amount paid to the lumper service based on the weight of each shipment involved.
- ii. **TL** – Lumper charges will be passed through for the exact amount charged by the lumper service and receipt will be provided.

**Marketing or Tagging Freight** – Carrier will, at the request of shipper or consignee, change or alter according to instructions, the markings or tags on any package or piece of freight, subject to the following additional charge as applicable.

- i. **Labeling Charge** - \$2.50 per package with minimum of \$35.00 per shipment.

## ACCESSORIAL SERVICES

### High Cost Service Areas

### Item 50

Shipments that originate or deliver in the following zip code area that, due to no fault of the carrier, require additional cost including but not limited to; local cartages, toll charges, ferry charges or extra labor shall be subject to the following additional charge as applicable.

**High Cost Service Areas** - \$3.25 per one hundred pounds with a \$75.00 minimum for pick up or delivery to the following location:

The counties of Del Norte, CA, Humboldt, CA, Siskiyou, CA, and Trinity, CA (commonly known as the California Bubble)

#### Alabama:

Dauphin Island, AL 36528

#### California::

Avalon, CA 90704

#### Florida:

Boca Grande, FL 33921

Captiva, FL 33924

Pensacola Beach, FL 32561

Sanibel, FL 33957

Points in the Florida Keys

#### Maine:

Isleboro, ME 04848

Northhaven, ME 04853

Vinalhaven, ME 04863

#### Massachusetts:

Martha's Vineyard, MA 02535, 02539

02552, 02557, 02568, 02573, 02575

Nantucket, MA 02554, 02564, 02584

#### Michigan:

Drummonds Island, MI 49726

#### New York:

Shelter Island Heights, NY 11965

Shelter Island, NY 11964

#### North Carolina:

Ocracoke, NC 27960

#### Texas:

North Padre Island, TX 78373

#### Rhode Island

Block Island, RI 02807

#### South Carolina:

Kiawah Island, SC 29455

#### Washington:

Anderson Island, WA 98303

Bainbridge Island, WA 98110

Blakely Island and Cypress Island, WA 98222

Decatur Island, WA 98261

Deer Harbor, WA 98243

Eastsound, WA 98245

Lopez Island, WA 98261

Lummi Island, WA 98262

Olga, WA 98279

Orcas, WA 98280

Point Roberts, WA 98281

San Juan Island, WA 98250

Shaw Island, WA 98286

Stuart Island, WA 98250

Vashon Island, WA 98070

Waldron Island, WA 98297

#### Wisconsin:

Washington Island, WI 54246

## Definitions

**ACCESSORIAL RATES & CHARGES:** Additional fees assessed on a shipment due to additional services requested by the shipper, consignee, or third party. Services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party paying as stated on the original bill of lading. Upon request, carrier will make every effort to contact payer of freight charges that accessorial service is being performed. Lack of notification will not relieve the responsibility of the payer for accessorial charges. If an accessorial charge is the result of multiple deliveries, carrier will pro-rate accessorial charge based on piece count or weight.

**ADDITIONAL DAY:** When an additional stop requires an overnight delay due to delivery appointment schedules. In transit stops with a distance greater than 300 shall not be considered as an additional day.

**BILL OF LADING:** The legal document used to serve as a contract of carriage for the movement of traffic by the carrier.

**BILL TO:** A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

**CIRCUITOUS MILEAGE:** The difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.

**COLLECT SHIPMENT:** Which the charges for transportation services, including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid for the consignee.

**COMMERICAL ZONE:** That area embraced in that specific commercial zone as described in applicable tariffs.

**CONSIGNEE/RECEIVER:** The party from whom the carrier required, by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether it be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier lading.

**CONSIGNOR/SHIPPER:** The party from the carrier received the shipment, or any part thereof, for transportation at origin or any stop-off point, whether it be the original consignor or warehouseman, or a connecting air, motor rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

**COOLER:** As used in connection with commodity descriptions means those commodities which require maintaining of air temperatures near but not below 35 degrees Fahrenheit in transit. In no case shall the carrier be required to maintain an air temperature that is lower than the temperature of the commodity at the time of acceptance by the carrier. Carrier will only recognize Temperature Recording Devices that record actual product temperatures.

**DELIVERY:** The service performed by the carrier in transporting freight to a platform, doorway, or receiving room directly accessible to the highway vehicle of carrier at a warehouse, factory, store, or place of business. Does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the carrier, or private

residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

**DENSITY:** Pounds per cubic foot calculated by dividing the weight by the length (feet) multiplied by the width (feet) multiplied by the height (feet) of the article. A vertical dimension of not less than 8 feet shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of: the nature of the article, packaging or lack of packaging, instructions by shipper, or pyramided or rounded off surfaces. A width of an article equal to or greater than 5 feet will be computed as having a width of 8 feet.

**DISCOUNT:** Negotiated percentage reduction from line haul charge.

**FREE ASTRAY:** Pertains to shipments or portions thereof which are transported by carrier for business or other reasons with no transportation charges assessed.

**FREIGHT ALL KINDS:** Used to collectively describe various commodities moving under the same rates, but the shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or freight All Kinds rates. If the shipper fails to identify the specific commodity or products, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

**HOLIDAYS:** Any day designated as a full holiday nationally, by state statute or by local proclamation including; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Saturday or Sunday, the preceding Friday or following Monday, respectively, will be considered as a holiday.

**LESS THAN TRUCKLOAD SHIPMENTS:** Are those shipments which have a gross weight of up to 20,000 pounds.

**LESS THAN TRUCKLOAD SHIPMENTS – COOLER:** When shipped cooler and so stated on the bill of lading by the shipper will be transported and maintained at an air temperature near but not below 35 degrees Fahrenheit in transit. In no case shall the carrier be responsible for maintaining by the carrier. Carrier will only recognize Temperature Recording Devices that record actual product temperatures.

**LINEHAUL CHARGES:** Are tariff charges for the transportation of a shipment between one origin point, Pick-Up, and one destination point, Delivery. Linehaul Charges include minimum charges and all other charges not otherwise defined as Accessorial Charge or Surcharge.

**MARKING OR TAGGING FREIGHT:** Each package or piece of each shipment weighing up to 20,000 pounds must be plainly and durably marked, stenciled, or tagged by the shipper, showing name and address of shipper and only one consignee at one address at one destination. When consigned to a place of which there are two or more of the same name in the same state, the name of the county must be shown. A shipment received complete at one time for transportation in one vehicle where the quantity of such shipment is sufficient to occupy the major capacity of such vehicle need not be marked as to every piece in such shipment, if every piece is of easy identification as belonging to such shipment without the possibility of being confused with other freight.

**MINIMUM CHARGE:** The lowest charges that can be applied for line haul charges for a shipment. It is not subject to further discounts or reductions.

**PALLET EXCHANGE:** The removal of pallets from the carrier's vehicle and replacement by the consignor or consignee with a like number of pallets of identical size and construction and of the same condition.

**PAYMENT TERMS:** Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.

**Pickup** means the service performed by carrier in calling for and collecting freight from a platform, doorway, or shipping room directly accessible to the highway vehicle of carrier at a warehouse, factory, store, or place of business. Does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the carrier, or private residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

**Pickup/Delivery Service** shall be to all pointed accessible by carriers equipment that is within the limits of cities, town, village, and other points from and to which rates apply and include, as to any shipment, only one pickup and one delivery is included in rates except as otherwise specifically provided. The applicable rate will apply from shipper's ground floor door to dock at origin to consignee's ground floor door or dock at destination, and includes one pickup at point of origin and one delivery at point of destination and the services of loading into and unloading from the carrier's transporting vehicles.

**Point** means a particular city, town, village, community or other area which is treated as a unit for the application of linehaul rates and includes all places within the Commercial Zone of such city, town, village, community of other area.

**Prepaid Shipment** is one on which charges for transportation services rendered at the request of consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.

**Protective Service** means the adequate protection and preservation of perishable commodities against heat and/or cold by use of vehicles equipped with mechanical temperature control devices, "Protect From Heat" and/or "Protect From Freezing" or "To Be Maintained at Specified Temperature (s)," signifies protective service when so stated on bill of lading.

**Rate Quote** is a price quotation derived from a non-contractual tariff, scale, or pricing document and is subject to market conditions, carrier's need, equipment availability, and other considerations. Rate quotations are valid for a maximum of 7 days and cargo liability is limited to a maximum of \$0.50 per pound, but not to exceed \$15,000.00 per shipment.

**Redelivery of Shipment** is when a shipment is once tendered for delivery and such delivery cannot be accomplished redelivery will be mad upon written request by the responsible party.

**Refrigerated Service** means the adequate protection and preservation of perishable commodities against heat by maintaining air temperatures specified on commodities in transit by use of vehicles equipped with mechanical temperature control devices.

**Released Value** is where rates or ratings are dependent upon the value of commodity or shipment; the shipper may describe the commodity or shipment as having a value less than the full actual value of the commodity or shipment. Such a description must be made in writing by the shipper at the time of shipment and will serve to limit the carrier's liability to a value no greater than the value declared for the commodity or shipment so described.



**SHIPMENT:** Any lot of freight received from one shipper at one point of origin and time, for one consignee at one destination, covered by one bill of lading of shipping order, whose weight includes all packaging wrapping, and pallets used in the shipment and except as otherwise specifically provided, rules herein apply only on single shipments.

**SINGLE SHIPMENT:** Only one shipment is tendered from one shipper, at one location and time, for one consignee at one destination, covered by one bill of lading of shipping order.

**SLIP SHEET:** A flexible or rigid sheet of either cardboard or plastic used by the shipper and consignee to facilitate the loading and unloading of truckload shipments. The slip sheet is furnished by the shipper and the special mechanical unit utilized to transfer into and off of trailer or vehicle is furnished by shipper and/or consignee.

**SURCHARGES:** Are additional fees assessed on a shipment due to costs to the carrier in such areas as fuel and declaration of excess value.

**TEAM DRIVER:** Where carrier places an additional driver on a truck to accommodate the expedited delivery schedule of a shipment per the written instructions of the party responsible for paying the freight charges.

**THIRD PARTY SHIPMENT:** When a person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate of the consignee. Third Party Shipments will be accepted, providing third party has established credit with carrier and shipper guarantee to pay the charges if the third party fails to do so regardless of whether or not shipper executes Section 7 of the bill of lading.

**TRUCKLOAD SHIPMENTS:** Those shipments which have a gross weight of more than 20,000 pounds or more.