



**EXPEDIRI**

# **Rules Tariff**

## **MC-1176345**

*EFFECTIVE: May 15, 2023*

Expediri Transport  
10681 Production Ave  
Fontana, CA 92337

### **ITEM 01: Application of Classes (Artificial Construction of Density – Bumping)**

As an exception to NMFC, Item 171 “Bumping” may be performed under the provisions in Item 171, NMF 100 Series (NMFC) subject to the following provisions:

1. “Bumping” provision may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC. Shipper may only “Bump” to the next lower (NMFC) class or rating. “Bumping” to an exception or freight all kinds class or rating is not permitted.
2. When the provision of this rule are utilized, shipper must declare intent to “bump” at time of shipment and include the following items on the original bill of lading:
  - Actual cube
  - Actual weight
  - Density group (sub) for the actual density
  - Declared density
  - Declared weight for billing

### **ITEM 02: Appointments and Undelivered Freight**

**Appointment Delivery:** As a convenience, delivery may be made by appointment with the consignee during business hours, at a time that is convenient for carrier’s operations at a cost of \$20 per shipment. When consignee requires an appointment delivery more than two business days after freight is available, an additional handling charge per 24 hours or fraction thereof, will apply. Storage charges will be:

**LTL Storage Charges:** Free for 48 hours. Then \$20 per pallet per day.

**Moving Freight to a Public Warehouse:** If undelivered freight is placed by the carrier in a public warehouse at the request of the consignor, consignee or owner of the freight, the following charges will be added to all other applicable charges: \$2.50 per 100 pounds, subject to a minimum charge of \$35.00.

**Note:** The carrier will not be responsible for any charges accruing to the public warehouse.

**Undelivered Freight:** If freight cannot be delivered because of the consignee’s refusal or inability to accept it, or because the carrier cannot locate the 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. Undelivered shipments will be subject to applicable storage or detention charges.

If the consignee refuses the shipment tendered for delivery by carrier or if carrier is

unable to deliver the shipment, because of the fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communications to the location as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on the bill of lading. Storage charges shall start no sooner than the next day following the attempted notification.

Notification will normally be given by telephone, if mailed, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after attempted delivery.

The amount of the sale shall be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property.

### **ITEM 03: Attempted Pickup**

Attempted Pickup Applicable when Expediri Transport or an assigned agent of Expediri Transport attempts to pickup, and Expediri Transport or an assigned agent of Expediri Transport is unable to complete the service through no fault of carrier or assigned agent.

The charge for an Attempted Pickup where no freight is tendered to Expediri Transport shall be \$50.

### **ITEM 04: Bills of Lading**

All transportation service performed by Expediri Transport shall be subject to the terms and conditions of the uniform bill of lading contract as stated on the back of the Expediri Transport Bill of Lading, regardless of the bill of lading form used, unless exceptions are agreed to in writing, by authorized parties of the shipper and the carrier. All rates, terms and conditions of the transportation service are subject to and governed by this Rules Tariff, unless written agreement, separate from the bill of lading, is signed by an authorized representative of Expediri Transport.

Consignors may furnish and use their own formatted bills of lading, if such bills of lading meet all of the requirements outlined in the National Motor Freight Classification, NMF 100 Series.

Even though a driver may accept shipments moving under a consignor's prepared bill of lading, they are not authorized to negotiate rates and terms of service. Where a bill of lading, other than the published Expediri Transport Bill of Lading used by the customer, the driver's signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of the freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance

by the carrier.

When a shipment is tendered to the carrier on the carrier's bill of lading and there are no instructions noted on the bill regarding billing terms, shipments will be sent on a prepaid basis. For those shipments moving on shipper provided bills of lading and terms are not noted then the shipments shall move on a collect basis.

Corrected bills of lading, or other written instructions from the consignor to change the freight charge collection status from "collect" to "prepaid" or from "prepaid" to "collect" may be accepted only if received by the origin carrier within 24 hours from the date of the initial bill of lading. Changes shall be accepted from the consignor only.

Carrier reserves the right to refuse any change in collection status pending establishment of an approved credit agreement between the carrier and the payor. Changes will not be accepted after freight has been delivered.

Changes in the collection status of a freight bill will be subject to a fee of \$40.00 per bill.

For all transportation moving under FAK rates, shipper shall be obliged to properly identify the specific commodity on the bill of lading moving under such rates. In the event the consignor fails to so identify the specific commodity, carrier shall not be liable for any damage to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being so loaded on the same trailer with the product or commodity moving under FAK rates.

#### **ITEM 05: Bills of Lading – FAK Shipments**

For all transportation moving under FAK rates, shipper shall be obliged to properly identify the specific commodity on the bill of lading moving under such rates. In the event the consignor fails to so identify the specific commodity, carrier shall not be liable for any damage to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being so loaded on the same trailer with the product or commodity moving under FAK rates.

#### **ITEM 06: Blind Shipment Requests**

Upon request of the consignor, the carrier will amend a freight bill delivery receipt to reflect a shipper and/or consignee address other than the actual party under the following conditions:

Not applicable to shipments containing hazardous materials.

Requests must be made in writing from the consignor to the carrier.  
The fee for this service will be \$40.00

### **ITEM 07: California Compliance Surcharge**

Shipments originating from the state of California will be subject to a charge of: \$25 per shipment.

### **ITEM 08: Claims – Loss and Damage**

The claimant has the responsibility to mitigate the claim. Mitigation may include, but not be limited to, repairing the goods, or use/sell the goods in a damaged condition with a depreciated value or cost of the equipment, or a combination of repairing and discounting the goods in order to sell them in a less than “new” condition. Under no circumstances should the repair cost exceed the actual value of the goods.

All claims for loss or damage will be processed in accordance with the provisions as detailed in the National Motor Freight Classification series under the section referred to as “Principles and practices for the investigation and disposition of freight claims.”

Carrier will pay no more than \$20.00 per hour for the cost of labor involved in the mitigation process of a claim.

**Concealed Damage Notification:** Notification of concealed damage must be given to the Origin or Destination carrier within 7 days from the date of delivery. Notification of concealed damage must be submitted in writing via: e-mail, Fax or in letter form, verbal notifications will not be recognized as notification.

In no case may claims settlements be offset from the freight charges otherwise payable to the carrier. The freight claim and the payment of freight charges are two different issues and must be addressed as such. The freight bill must be paid in full before final resolution of a claim can be made.

### **ITEM 09: Claims – Overcharge, Duplicate Payment**

**Application:** The rules and regulations named in this item govern the processing of claims for overcharge, duplicate payment, or over collection for the transportation of property in interstate, intrastate or foreign commerce.

**Filing and Processing Claims:** A claim for an overcharge or duplicate payment shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims.

**A single claim may include more than one shipment provided the claim on each shipment involves:** The same tariff issue or circumstances, and service by the same interline carriers

**Documentation:** Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in section 8 of this item. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

Claims for overcharges shall be accompanied by the original freight bill. Additional information may include, but is not limited to the following:

- The rate, classification, or commodity description or weight claimed to have been applicable.
- Complete tariff authority for the rate, classification, or commodity description claimed.
- Freight bill payment information.
- Other documents or data which is believed by claimant to substantiate the basis for its claim.

Carrier shall accept copies, instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant and carrier which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original document.

#### **Investigation of Claims**

- Upon receipt of written claim, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6 of this Item.
- If a carrier discovers and overcharge or duplicate payment which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9 of this Item
- In the event the carrier processing the claim requires information or documents in addition to those submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 8 of this item.

#### **Claim Records**

At the time a claim is received the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt required under Section 7 of this item. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

#### **Acknowledgment of Claims**

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt, except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

### **Disposition of Claims**

The processing carrier shall pay, decline to pay, or settle each written claim within sixty (60) days after its receipt by that carrier, except where the claimant and the carrier agree, in writing, to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of investigation.

### **Disposition of Unidentified Payments, Overcharges, and Duplicate Payments not Supported by Claims**

(1) Carriers shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which to properly apply such a payment, the carrier shall notify the payor of the unidentified payment within sixty (60) days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within ninety (90) days from the date of notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90 day period, the regular claims procedure within this item shall be applicable.

(2) Notice shall be in writing and clearly indicate that it is final notice and not a bill. Notice shall include: The check number, amount, and date; the payor's name; and any additional basic information the carrier is able to provide. The final notice also must inform the payor that:

- Applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and
- Following the 90-day period the regular claims procedure shall be applicable.

Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days:

- Make a complete refund of such funds to the payor, or
- Notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or
- Notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier, in accordance with the regular claims procedure under this item.

- (3) When a carrier that participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint haul) discovers, or is notified by such a participating carrier that an overcharge or duplicate payment exist for any transportation charge, which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file, the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within thirty (30) days from the date of such discovery or notification.

### **ITEM 10: Collection of Charges and Extension of Credit**

Charges accruing to the carrier are due and payable at the time an outbound Prepaid shipment is tendered to the carrier, or at the time a Collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the shipper, consignee or other party responsible for payment of the freight charges.

When a party other than the consignee or consignor on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment.

Note: When the consignor requests the carrier to bill a third party, the shipment will be considered a prepaid shipment with payment charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under the provisions of this tariff. The execution of Section 7 of the Bill of Lading by the consignor is not valid on shipments subject to the provisions of this Item.

When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be 15 days, including Saturdays, Sundays and legal Holidays, unless a different credit period has been established by publication in a tariff or contract for a specifically named customer.

The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

**Penalty for non-payment of freight charges notice to shippers, receivers and other persons responsible for payment of freight charges:** Commencing on the 61<sup>st</sup> day from the date of freight bill presentation (defined as the first day after mailing of original invoice) and freight bills remaining unpaid, will be subject to an additional interest penalty fee of 10% of the net revenue for class rated shipments.



The filing of a cargo or other claim against the carrier will not relieve a payor from the responsibility for payment of freight charges. Provisions of this rule do not change in any way the paying party's obligation to pay applicable charges within the contractual or legislated terms allowed under D.O.T. 49 CFR part 377 and the credit period stated within rules and regulations of the bill of lading. This rule establishes a condition precedent for the application of the special pricing provisions described in first paragraph of this Item.

Carrier reserves the right to withdraw any and all customer discounts and preferential pricing for customer accounts accruing \$ 1,000.00 (one thousand) or more being outstanding more than 90 days.

If carrier is forced to any legal process or outside Collection Company to collect freight bills, the discount is null and void and Expediri Transport's full prevailing rate will apply to all unpaid invoices plus any interest (outlined above in this Item) and collection fees.

### **ITEM 11: Dangerous Goods**

Any party who ships explosives or dangerous goods, without previous full written disclosure and acceptance by the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation by carrier.

### **ITEM 12: Default Class – Description Verification**

The omission of NMFC Item number or word description of the commodity shipped on an original bill of lading the carrier shall apply a minimum class rating of 125 to the invoice. Corrected bills of lading with the proper commodity description by word or NMFC number will only be accepted while shipment is in carrier's possession and may be subject to paperwork change fee if not received within 24 hours of shipment pick up.

If carrier must inspect the freight to determine class and/or description because of lack of description or class on the original bill of lading tendered by the shipper (and the carrier can conduct an inspection), the shipment shall be subject to a description verification fee of **\$25.00**.

### **ITEM 13: Exempt Commodities – Classification**

When "Exempt" is shown in the "Class" column of the NMF 100 Series, the commodity shall be classified based on the shipment average density as follows:

Density in pounds per cubic foot:	Class:
Less than 1	400
1 but less than 2	300
2 but less than 3	250

4 but less than 6	150
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	55

**ITEM 14: Floor Load Charge**

When freight is loaded on trailer floor, carrier may charge to transfer freight onto pallets. Charges for such service will be negotiated with the customer at time of service.

**ITEM 15: Freight Density Requirements (cubic capacity rule)**

All less than trailer load shipments tendered to the carrier that are to be rated on an NMFC basis must conform to the following density guidelines:

Shipments which occupy 520 cubic feet or greater and have a density of 6 lbs per cubic foot or less, shall be rated at applicable class based on NMFC Density Chart less any negotiated discount. Provisions of this Item apply in lieu of any negotiated FAK's.

Pounds per Cubic Foot (Density)	Applicable Class
Less than 1	400
1 but less than 2	300
2 but less than 3	250
3 but less than 4	200
4 but less than 5	175
5 but less than 6	150
6 but less than 7	125
7 but less than 8	110
8 but less than 10.5	100
10.5 but less than 12	92.5
12 but less than 13.5	85
For Classes with greater density	Please contact your carrier representative

Note: One (1) linear foot of trailer space is equivalent to 75 cubic feet of trailer space.

**ITEM 16: Carrier Liability**

Carrier shall not be liable for:

- A. Loss, damage or delay to the property caused by an Act of God, public enemy, authority of law, perils of air, weather conditions, civil unrest, force majeure, labor disturbances or any act of default of the shipper.

- B. Any natural shrinkage of property.
- C. Delay caused by highway construction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry.
- D. For any loss, damage, delay or mis-delivery to any goods that are mis-described or whose description is misrepresented by the shipper and/or consignee on the bill of lading.

Pick-up or delivery service will not be performed by carrier at any site from or to which it is impracticable to operate vehicles because of:

- A. Unacceptable conditions of roads, streets driveways, alleys, or approaches thereto.
- B. Inadequate loading or unloading facilities.
- C. Riots, acts of God, the public enemy, legal authority, the existence of violence, or any disturbances that tend to create a reasonable apprehension of danger to persons or property.

#### **ITEM 17: Inside Pickup and Delivery Charges**

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipment from or to positions beyond the immediately adjacent loading or unloading positions (Pick-up and Delivery Service), it is subject to the furnished list of accessorial.

#### **ITEM 18: Liability for Payment of Freight Charges**

The shipper (consignor) or the consignee of the property being transported shall pay the freight and other charges accruing on said shipment according to carrier's tariff or agreement(s) with carrier. Except those instances where it may be authorized to do so, the carrier shall not make delivery of shipment covered by the bill of lading without collection of freight and all other lawful charges. In the case of shipments moving under a C.O.D. basis, where after reasonable effort has been made the carrier cannot collect charges from the consignee, the consignor shall be liable for all charges including those to return the shipment to the consignor.

Liability of Consignee – Liability for payment of rates for transportation of shipment by a shipper consignor to a consignee, other than the shipper or consignor, is determined under this section when the transportation is provided by the carrier. When the shipper or consignor instructs the carrier to deliver it to a consignee that is an agent only, not having beneficial ownership to the property, the consignee is liable for rates billed at the time of delivery for which the consignee is otherwise liable, but not for rates that may be found to be due after delivery if the consignee gives written notice to the delivering carrier before delivery of the shipment.

Liability of the beneficial owner – When the consignee is liable only for the rates billed at the time of delivery under the second paragraph above, the shipper or consignor, or, if the shipment is reconsigned or diverted, the beneficial owner is liable for those additional

charges and rates regardless of the bill of lading or contract under which the shipment was transported. The beneficial owner is liable for all rates when the property is reconsigned by an agent but is refused or abandoned at its ultimate destination if the agent gave the carrier the reconsignment or diversion order a notice of agency and the name and address of the beneficial owner. A consignee giving the carrier erroneous information about the identity of the beneficial owner of the shipment is liable for the additional charges.

Nothing herein shall limit the right of the carrier to require, at the time of shipment, the prepayment or guarantee of the charges. If, upon inspection, it is ascertained that the articles shipped are different than described on the bill of lading, the freight charges must be paid upon the items actually shipped.

### **ITEM 19: Lift Gate Service**

When carrier is requested or required to provide mechanical loading or unloading equipment, including hydraulic lifting or lowering equipment, in order to load or unload goods to or from the carrier's vehicle an additional fee will be assessed as follows:

***\$0 for pickup and \$55 for delivery***

Shipments that require lift gate service must note such request on the original bill of lading at time of tender the shipment to the carrier for transportation.

The charges for this service will be assessed against the payor of the freight charges unless payment is guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

At locations where carrier does not maintain equipment for the lifting or lowering of shipments to accomplish pick-up or delivery and the carrier must outsource such services, the charges incurred by carrier for providing such service will be the responsibility of the payor of the freight charges. Agreement or guarantee of payment for the special equipment, if available, must be secured by carrier from shipper or recipient prior to executing pick-up or delivery.

Carrier is not obligated to provide this service where suitable equipment or operators are unavailable. Nor is the carrier obligated to provide this service at locations inaccessible to the carrier's vehicles or where the safety of the vehicle or carrier's employees is jeopardized.

### **ITEM 20: Limitation of Liability**

Commodities as described in NOTE A below, when shipped as "used", "reconditioned" or "refurbished" will be accepted for transportation only when the consignor releases the

value of the property to a value not exceeding \$0.50 per pound with a maximum of \$10,000.00 per shipment.

Failure of the consignor to release the value of the property to a value not exceeding \$0.50 per pound or declare that the commodity is “used”, “reconditioned”, or “refurbished” shall not alter the application of this item.

NOTE A - The provision of this item include but are not limited to, the following commodities and their components thereof:

Machinery Group or Parts (NMFC Items 114000 through 133454)

Agricultural Implement Group (NMFC 6060 through 11690)

Aircraft Group (NMFC Items 11750 through 12420)

Automobile Parts Group (NMFC 17800 through 20252)

Boat Group (NMFC Item 24500 through 25325)

Electrical Equipment Group (NMFC Item 60500 through 63561)

Farm Equipment Group (NMFC Item 64600 through 66370)

Vehicles, Motor, Parts (NMFC Items 188500 through 193100)

NOTE B – Applicable only on class rated shipments, except will not apply to those commodities named in NMFC 100 Series which provide specific Release Value provisions, unless the used articles release rate is less than the NMFC 100 release rate.

Except as otherwise specifically agreed to between shipper and/or consignee and carrier, carrier’s liability for loss, damage, non-delivery, misdelivery, or delay of any property received by carrier is limited as follows:

For shipments of worn apparel, the maximum carrier liability shall be \$3.00 per pound, per article.

For shipments of all general commodities not rated under carrier’s tariffs, carrier’s liability shall be limited to a maximum of \$10.00 per pound, per article.

Further reductions in liability may be applicable dependent upon specific listings within the National Motor Freight Classification, further provisions in this tariff under personal articles (Item 760), or used commodities, or may be based upon provisions in a customer’s individual pricing agreement on file with the carrier.

If shipper wishes to obtain a higher value for the property shipping under carrier’s tariff, they must declared the value on the original bill of lading at the time of pick up, for

which they will be charged *a rate of \$.80 cents per \$100 of declared value subject to a maximum of \$50.00 per pound or \$50,000 per shipment whichever is less.*

There is no additional value coverage available on shipments of general commodities rated on tariffs than those listed above in this Item. Any declaration of higher value for the property is ineffective unless specifically agreed upon between shipper and/or consignee and carrier. The declared value does not constitute, nor does carrier provide, cargo liability insurance.

**ITEM 21: Light of Bulky Freight**

Except as otherwise provided in the governing classification, the following will apply:

If shipment tendered by shipper requires fourteen (14) feet or more of trailer space, and weighs less than 600 pounds per linear foot of floor space occupied, freight rates will be based on the following density/class scale (see note 1 below)

<b>Pounds Per Cubic Foot (density)</b>	<b>Applicable Class</b>
Less than 1	400
1 But less than 2	300
2 But less than 3	250
3 But less than 4	200
4 But less than 5	175
5 But less than 6	150
6 But less than 7	125
7 But less than 8	110
8 But less than 10.5	100
10.5 But less than 12	92.5
12 But less than 13.5	85
For classes greater than 13.5 PCF, consult	a Vision Express representative

Note 1: One (1) linear foot of trailer space is equivalent to 75 cubic feet of trailer space.

**ITEM 22: Loading or Unloading**

When requested to do so by the consignor, consignee or other party designated by them, the carrier will perform loading or unloading services at a charge of **\$2.50** per hundred pounds, based on the actual weight of the shipment or portion thereof. The minimum charge of **\$50.00** will be made for loading or unloading whenever such services are performed by the carrier.

**ITEM 23: Minimum Charge**

Minimum charge \$149.

**ITEM 24: New York City Metro Surcharge**

Shipments originating from and/or destined to/or moving within the state of New York City Metro will be subject to a High-Cost Delivery charge of \$60.

**ITEM 25: Over-Dimension Freight Charges**

When any dimension of a shipping unit exceeds 8 ft in length, the shipment will be subject to a charge in addition to all other applicable rates.

**ITEM 26: Payment Charges**

Payment of freight and all other applicable charges must be in U.S. funds. All checks presented for payment of freight charges must also be payable in U.S. dollars and drawn on the account of a U.S. bank.

**ITEM 27: Delivery – Construction Sites**

When it is necessary for carrier to make a delivery at a construction or remote site, an additional charge will be applicable in the amount of ***\$50.00***. This will be in addition to all other applicable freight charges.

**ITEM 28: Pick Up or Delivery – Non-Business Hours**

When pick-up or delivery is required to be made between the hours of 6:00 p.m. and 6:00 a.m. an additional charge of \$80.00 per hour per pickup, subject to a minimum charge of \$240.00 per pickup.

### **ITEM 29: Pick Up or Delivery – Weekends and Holidays**

Carrier does not obligate itself to provide pick up or delivery on a Saturday, Sunday or Holiday. When a customer requests that such services be provided on those days and carrier finds that it may be able to provide said service the fees, a quote is required.

Pick ups and delivery service requests for Saturday operations (non-Holiday) must be called into Customer Service before 4:00 p.m. the previous day. Saturday operations will be between 8:00 a.m. and 3:00 p.m. for the appropriate time zone in which servicing terminal is located.

Charges must be paid by the party requesting the service or guaranteed to the satisfaction of the carrier prior to providing this service.

### **ITEM 30: Prohibited Items or Restricted Articles**

Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

#### **Articles of extraordinary value:**

- Bank Bills
- Currency, other than coin. Monetary coins will not be accepted as premiums with other articles except as authorized in Item 310 of NMFC 100 Series.
- Coins, metal (49987)
- Deeds
- Drafts
- Furniture: Picked up from a private residence
- Gold or Silver: Articles, NOI, Bars, Billets, Blooms, Bouillon, Castings, Forgings, Ingots, Pigs, Pipe, Plates, Rings, Rods, Scrap, Sheets, Other Forms or Shapes, NOI, consisting of one piece of metal
- Precious Gems or metals
- Jewelry, other than costume or novelty jewelry Letters, with or without stamps affixed.
- Notes
- Original works of art. Except pictures or paintings subject to NMFC Items 100240, 100260 and 149420.
- Over length: Pallets exceeding 12 feet or any pipes or tubes. Personal Effects Postage Stamps
- Precious Stones Revenue Stamps
- Single Piece: Weighing in excess of 3500 pounds
- Valuable papers of any kind
- Museum exhibits or articles of antiquity. Except antique furniture subject to NMFC items 100240 and 100260.

#### **Restricted Articles:**

Unless otherwise provided, the following property will not be accepted for shipment



nor as premiums accompanying other articles:  
Commodities as described in the NMFC 100 Series:  
Explosive  
Carbon  
Black  
Hazardous Materials of any kind  
Infectious substances  
Items needing protective services: protect from freezing, must keep warm, any  
guaranteed delivery dates without approval.  
Nitrogen Fertilizer Solution or, Fertilizer ammoniating solution  
Poisons of any kind  
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. Freight may for lack of suitable equipment be  
refused.

### **ITEM 31: Quotations of Estimated Charges**

When carrier furnishes, either orally or in writing an estimate of tariff charges, such  
estimate will be given on the basis of effective tariff rates in effect at the time. Such  
estimates are based on the facts as presented to the carrier at the time of said request.

Estimates of freight charges are furnished as a convenience to the shipping public and  
represent nothing more than an approximation of freight charges which is not binding  
either on shipper nor carrier.

All transportation charges on a shipment will be assessed on the basis of published tariff  
provisions legally in effect at time of shipment as applied to the commodity shipped in  
accordance with the provisions of the National Motor Freight Classification Guide plus  
any related services performed in connection therewith.

### **ITEM 32: Reconsignment (Terms and Conditions) or Diversion**

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

1. A change in the name of the consignor or consignee.
2. A change in the place of delivery within the destination terminal points
3. A change in destination point
4. Relinquish shipment at point of origin

**Charges: \$40.00 per shipment.**

### **ITEM 33: Redelivery**

When a shipment is tendered for delivery and through no fault of the carrier delivery  
cannot be accomplished, no further tender will be made except upon request. Additional

tenders and final delivery will be subject to the following provisions (Item continued on next page):

1. If one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge of **\$5.75** per 100 pounds, but not less than **\$40.00** per shipment per trailer, nor more than **\$500.00** per shipment per trailer, will be made for each such tender and for the final delivery.
2. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of **\$4.66** per 100 pounds, but not less than **\$35.00** per shipment per trailer, nor more than **\$400.00** per shipment per trailer will apply.
3. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of carrier before the shipment is redelivered.

On Order-Notify shipments, the minimum charge shall be **\$90.60** per shipment per trailer.

#### **ITEM 34: Right to Sell Unclaimed Property**

If the carrier does not receive disposition instructions within 48 hours of the time of the carrier's first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier has the right to offer the shipment for sale and may do so at the carrier's discretion. The amount of the sale shall be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property.

#### **ITEM 35: Returned, Undelivered Shipments**

Any shipment undelivered, when returned to shipper, shall be returned at the applicable tariff rates in effect on the date of the return shipment.

When requested by a shipper (consignor) that a shipment be returned prior to dispatch on a line haul movement shall be subject to the following charges: ***\$5.80 per hundred pounds, \$45.00 minimum charge and a maximum charge of \$500.00***

When requested by a shipper (consignor) that a shipment be returned after dispatch on a line haul movement the charge for such service shall be: ***Applicable linehaul rates for original and return transportation.***

Note: After linehaul dispatch, shipment will not be stopped in transit for return, it will be returned after shipment reaches original destination terminal.

### **ITEM 36: Temperature Controlled Service**

Expediri Transport will not provide temperature controlled service. Carriers are not responsible for products that are subject to spoilage by either cold or hot temperatures.

### **ITEM 37: Item Terms and Conditions**

Each shipment is subject to the provisions of this tariff and shall be evidenced by a written bill of lading. The bill of lading shall describe the kind and quantity of goods received and delivered by the carrier. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this Tariff. In the event of a conflict between the terms, conditions and provisions of such bill of lading and this tariff, the terms, conditions and provisions of this tariff shall prevail.