

TARIFF RJWI 100-B



RJW LTL

**ISSUED BY:
RJW Transport, Inc.
11240 KATHERINE'S CROSSING, SUITE 400
WOODRIDGE, IL 60517**

**NAMING:
RULES, REGULATIONS, RATES
AND CHARGES FOR
ACCESSORIAL SERVICES**

APPLIES ON INTERSTATE, INTRASTATE, AND FOREIGN COMMERCE

EFFECTIVE January 1, 2012

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>ITEM</u>	<u>PG</u>
Additional Delivery Attempts	830	24
Application of Exception Classes	160	6
Application of Rates and Minimum Charge - Cubic Capacity and Density	210	8
Application of Rates From/To Unnamed Points	175	6
Appointment Notify	510	17
Arrival Notice and Undelivered Freight	345	11
Attempted Pickup – Vehicle Not Used	530	17
Bill of lading Original Illustrated	300	9
Bill of Lading Terms And Conditions Illustrated	310	10
Bills of Lading, Freight Bills and Statements of Charges	360	11
Bills of Lading, Change in Terms by Shipper (Consignor)	364	13
Blind Shipments	400	14
Bumping Clause Exclusion	171	6
Canadian Border Crossing Fee	950	28
Carrier Name Conversion	975	29
Claims, Loss or Damage	385	14
Collect on Delivery (COD) Shipments	430	14
Collection of Charges - Third Party Billing	435	15
Definitions	110	4
Density – Application of classes	170	6
Detention - Vehicles With Power Units	500	16
Disclaimer Regarding Unwritten Contracts	155	5
Exclusive Use of Vehicle	470	15
Extra Labor	560	18
Fuel Surcharge	880	25
Governing Publications	100	4
Hazardous Materials	540	18
High Cost Pickup or Delivery Surcharge	892	28
Impracticable Operations	570	18
Inside Pickup or Delivery	566	18
Lift Gate Service	520	17
Liability, Limitation of	190	7
Liability, Limitation on Refurbished or Used Articles	196	8
Marking or Tagging Freight	580	18
Minimum Charge	610	19
Minimum Charge - Capacity Loads	615	19
Notification Prior to Delivery	646	19
Order Notify Shipments	360	11
Over Dimension Freight	670	19
Over Length LTL Freight	674	19
Payment of Charges	720	19
Pickup and Delivery Service – Saturdays	755	22
Pickup and Delivery Service – Sundays, or Holidays	754	22
Pickup or Delivery Service - General	750	20
Pickup or Delivery Service – Residential	753	21

TABLE OF CONTENTS (continued)

<u>DESCRIPTION</u>	<u>ITEM</u>	
Pickup or Delivery Service at Construction, Mine and Utility Sites	756	22
Pickup or Delivery at Convention Sites, Fairs, Exhibitions, Etc.	752	21
Precedence of Discounts/Allowances and Exceptions/FAK Ratings	758	23
Protective Service	810	23
Reconsignment or Diversion	820	24
Restricted Articles or Articles with Limited Liability	780	23
Returned Checks/Non-sufficient funds	720	20
Return to Origin of Undelivered Shipments	840	24
Sealing of Trucks	875	24
Shrink-wrapped Pallets	850	24
Sorting or Segregating	889	26
Spot Quote Pricing	890	26
Storage	900	27
Transfer of Lading	910	27
Undeliverable Shipments	830	24
Vehicle Furnished But Not Used	530	17
Weight Verification	970	29

GOVERNING PUBLICATIONS

ITEM 100

This tariff is governed, except as otherwise provided herein, by the following described tariffs and by revisions and/or supplements thereto or successive issues thereof:

CLASSIFICATION:

- (1) National Motor Freight Classification STB NMF 100 Series National Motor Freight Traffic Association, Inc., Agent, STB NMF 100 Series
- (2) The classes, rules and regulations, estimated and minimum truckload or volume weights, shipping and packing requirements, allowances and privileges, or other provision or conditions published in this tariff abrogate and supersede those in the NMF 100 Series which conflict herewith.
- (3) When the rates or classes published in this tariff are silent as to rules, regulations, estimated weights, shipping and packing requirements, allowances and privileges or other provisions or conditions, the rates or classes shall be subject to terms, including estimated weights, shipping and packing requirements and other provision and conditions, prescribed therefore in connection with the classes in the NMF 100 Series.
- (4) Descriptive headings or individual listings published in this tariff corresponding to the descriptive headings or individual listings used in NMF 100 series will be understood to include all notes or other qualifying statements which appear in connection with such corresponding descriptive headings or listings in NMF 100 series. Where notes or other qualifying statements in NMF 100 series refer only to 'classes' such reference will also be taken to refer to "rates" in this tariff.
- (5) The ratings or classes in connection with truckload (TL) do not apply.

ZIP CODE DIRECTORY:

US Postal Service Zip Code Directory issued by The United States Postal Service.

DEFINITIONS

ITEM 110

Unless otherwise provided in carrier's specific tariffs, a "**Shipment**" consists of a quantity of freight tendered to a carrier by one consignor (shipper) at one place at one time for delivery to one consignee at one place on one bill of lading.

- (1) A "**Prepaid Shipment**" is one for which the charges for transportation services rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignor does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignee and become the consignee's responsibility for payment.
- (2) A "**Collect Shipment**" is one for 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 by the consignee. Notwithstanding the consignee's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignee does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignor and become the consignor's responsibility for payment.

(3) A **"Third Party Billed Shipment"** is one for which the charges for transportation services, including accessorial charges rendered at the request of the consignor and/or consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services for/to consignors and/or consignees, but who have no contractual relationship with a carrier. Notwithstanding a third party's primary payment responsibility, both consignor and consignee remain liable for payment of the carrier's freight charges under the theory that all parties receive the benefit of the carrier's services. Thus, if the third party does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignor or consignee or both in succession if either fails to pay. It is a recognized risk to consignors and consignees dealing with third parties that, should the third party fail to pay a valid freight bill, the consignors and consignees remain liable for payment to the carrier. This is the case even if the consignor or consignee has already forwarded payment to the third party and third party fails to pay carrier.

(4) **"Holiday"** or **"Legal Holiday"** as used herein shall be:

New Year's Day (January 1)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4)	Christmas Eve
Labor Day	Christmas Day

Any other day observed as a holiday by the carrier at the point where service is performed. When the holiday falls on a Sunday, the following Monday will be observed as the holiday.

(1) **"Business Day"** or **"Business Hours"** means that time during which the carrier generally conducts operations where the service is performed. These terms do not include Sundays or Holidays.

(2) **"Interstate Traffic"** means traffic between any place in a state and any place in another state, or between places in the same state through another state, whether such traffic moves wholly by motor vehicle or partly by motor vehicle and partly by rail, express or water

(3) **"Intrastate Traffic"** means traffic, moving from point of origin in one state to another point in the same state that does not move outside the state while in transit.

DISCLAIMER REGARDING UNWRITTEN CONTRACTS

ITEM 155

The rates and provisions named in this tariff and tariffs making reference to this tariff shall be applicable to all shipments and may not be negated or superseded by any claimed contract that is written or unwritten, promise, representation or indicated understanding between the parties unless such is in writing and signed by an authorized management representative of FCSY Sales representatives are not authorized to amend or supersede this tariff without approval of an authorized management representative.

Rates, rules and regulations negotiated with FCSY which are not contained in any applicable tariff, pricing confirmation page or written contract will become effective only upon the effective date of such tariff, pricing confirmation page or written contract between FCSY and its customer, once such document is created. Retroactive publication of provisions shall not be made to reflect any claimed unwritten contract or agreement.

Note: This item has no application in connection with RJW Transport's assessment of charges for providing additional services in the normal course of business. For example, if RJW Transport performs a residential delivery service, then it has the right to bill and will bill the normal, published accessorial charge for providing the service.

RJW Transport is entitled to receive compensation for providing special services requested or required by shipper or consignee and will bill its published charges for such services whether or not shipper or consignee has authorized such charges in writing. Written authorizations for such charges are not required.

APPLICATION OF EXCEPTION CLASSES

ITEM 160

Exceptions to the class ratings of the NMF 100 as shown in tariffs making reference to this tariff, will remove the application of the classes of the NMF 100, but the exception class rating will apply only from, to or between the points specifically provided by each such item or page upon which the exception appears. The exception to the class rating alters the rating only and will in no way remove or change the packing requirements, released values (except as provided in Item 190 herein) or other restrictions applicable for the article(s) excepted.

DENSITY - APPLICATION OF EXCEPTION CLASSES

ITEM 170

Shipper must show on bills of lading and shipping orders at time of shipment the actual density or density group as provided for in the provisions referencing this Item. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the class applicable to the lowest density provided. Upon submission of satisfactory proof of a higher actual density, freight charges will be adjusted to the basis of the class applicable to such density.

BUMPING CLAUSE EXCLUSION

ITEM 171

“**Bumping**” is the declaration on the original Bill of Lading of an artificially higher weight for the purpose of causing a higher density that allows the article of piece being bumped to qualify for a lower freight classification rating.

RJW Transport does **not** recognize any provisions under the NMFC Item 171 “**Bumping Clause**” and does **not** allow any customers to bump the weight of their articles in order to qualify for a lower freight classification rating.

APPLICATION OF RATES FROM OR TO UNNAMED POINTS

ITEM 175

Shipments will not be accepted with the destination point shown as a Post Office Box (P.O. Box) on the bill of lading. The destination must be shown as a physical location to which the shipment can be delivered in normal truck service.

When a shipment originates at a location in an unincorporated area or is destined to a location in an unincorporated area, rates from or to such points will be determined as follows:

- (1) When the origin location is on a highway, street, or road between two named points, apply the higher of the rates from such named points.
- (2) When the destination location is on a highway, street, or road between two named points, apply the higher of the rates to such named points.
- (3) In each case above, the named points must be the two nearest named points for which rates are provided.

LIMITATION OF CARRIER’S LIABILITY

ITEM 190

Except as otherwise provided herein, carrier’s maximum liability for goods lost or damaged in transit shall be limited to the actual value of the goods, not to exceed the maximum value per pound as outlined herein. The maximum value per pound shall be determined by the actual Class of the articles tendered for transportation, as published in the NMFC 100 series, or at an exception class, whichever is less, and will apply to the weight of the lost or damaged articles. In no case shall RJW Transports liability for loss or damage to articles be greater than the amounts referenced below. The maximum liability shall never exceed \$100,000 per occurrence. In case the shipper does not have tariff with RJW Transport, carrier’s liability for loss or damage is limited to \$1.00 per pound or maximum \$10,000 per shipment.

Class	<u>Maximum Value per Pound</u>
50	\$ 1.00
55	\$ 2.00
60	\$ 3.00
65	\$ 4.00
70	\$ 5.00
77.5	\$ 6.00
85	\$ 8.00
92.5	\$ 9.00
100	\$10.00
110	\$10.00
125	\$10.00
150	\$10.00
175	\$10.00
200	\$10.00
250	\$10.00
300	\$10.00
400	\$10.00
500	\$10.00

NOTE: This item does not apply on those commodities named in the NMFC that are subject to specific released value provisions which are lower than the maximum value per pound outlined in this ITEM, nor as provided in Item 196 of this Tariff.

- (1) If the shipper does not properly describe the freight on the Bill of lading or uses a description of “FAK” or “Freight All Kinds” or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
- (2) Liability for loss, damage or destruction to any shipment of Furniture as described in Items 79000 through 83649 of the NMFC shall be limited to be a maximum of \$1.00 per pound per distribution package.
- (3) Liability for loss, damage or destruction to any shipment or part thereof in connection with Spot Quote or Volume Quote pricing shall be limited to the following:
 - (a) Actual invoice cost of the shipment
 - (b) Applicable limit of liability provided in the NMFC
 - (c) \$1.00 per pound per package, subject to a maximum of \$10,000 per shipment.
- (4) Carrier is fully exempt from any liability in cases where cargo loss or damage is caused by acts of local, state or federal governments, extreme weather conditions, or any Acts of God.

LIABILITY ON REFURBISHED OR USED ARTICLES

ITEM 196

Shipments of any used or refurbished articles will be accepted by RJW Transport only when the entire shipment is released to a value not exceeding **\$0.10** per pound per article. If the shipper fails or declines to execute the released valuation statement or designates a value exceeding **\$0.10** per pound per article, the shipment will not be accepted. If the shipment is inadvertently accepted by RJW Transport, the released valuation shall be **\$0.10** per pound per article and the shipment shall move from origin to destination at that released value.

APPLICATION OF RATES ON VOLUME SHIPMENTS

ITEM 210

ELIGIBLE SHIPMENTS:

- (1) Any shipment which is greater than 600 cubic feet, and/or 10 linear feet, and or 10,000 lbs
- (2) Two or more shipments tendered on the same day from the same shipper consigned to the same consignee at the same address will be considered a single shipment for the application of this rule.

RATES AND MINIMUM CHARGE: 50% discount applied unless special pricing has been approved in advance and quote # provided in writing.

PACKAGING - (FOR THE PURPOSE OF DETERMINING THE CUBIC FEET):

Any unit which is packaged in such a way so that other freight cannot be stowed on top of it in the carrier's vehicle will be considered as being not less than 96 inches in height, if the actual height is less. This includes units which due to their irregular shape on top (i.e., machines, etc.); packaged units such as pallets, skids or cartons banded or shrink- wrapped into a single unit which are 'pyramided' or 'rounded' on top; and packaged units which are marked with instructions that no freight is to be loaded on top; or any other circumstances, all of which prohibit the stowing of additional freight on top of the handling unit.

BILL OF LADING ORIGINAL ILLUSTRATED

ITEM 300

BILL OF LADING TERMS AND CONDITIONS ILLUSTRATED

ITEM 310

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ITEM 345

ARRIVAL NOTICE:

(1) Actual tender of delivery at consignee's place of business constitutes notice of the arrival of a shipment. All other notices of arrival shall be given in the manner described in paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.

(2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at the destination terminal:

- (a) Notice will be given by telephone, if convenient and practical; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
- (b) If the consignee's address is unknown to the carrier, the notice will be mailed to consignee the post office serving the point of destination shown on the B/L.
- (c) In case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the 2nd business day after it is mailed.

UNDELIVERED FREIGHT:

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier is unable to locate the consignee, or if the delivery cannot be accomplished 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.

Undelivered shipments will be subject to the applicable storage or detention charges.

BILLS OF LADING, FREIGHT BILL AND STATEMENT OF CHARGES

ITEM 360

REQUESTS FOR COPIES OF DOCUMENTS

Except as otherwise provided, carriers shall not furnish:

(1) Bill-of-Lading sets that consist of more than an "Original", a "Shipping Order", and a "Memorandum" per shipment.

(2) More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment.

(3) More than one original and one copy of its statement of transportation charges on its own standard form.

(4) When payor of freight or other lawful charges requires or requests, as a prerequisite to payment (any of the following): (See notes 5 and 6)

- (a) The return of any part of Bill-of-Lading sets or copies thereof, other than one shipper furnished copy (See Note 4), a charge of **\$4.00** for each such document or copy will be made or:
- (b) Copies of freight bills or statements of transportation charges in excess of the number specified in Paragraph 1 (b) and 1 (c) a charge of **\$4.00** for each such document or copy will be made or:
- (c) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, a charge of 35 cents per line of itemization, listing or description (or portion thereof) subject to a minimum charge of **\$4.00** per page, per copy, will be made or:

- (d) Any forms or copies of forms, other than those described in Paragraphs 2 (a) and 2 (b) to be submitted with freight bills or statements of charges, a charge of **\$4.00** for each such form or copy will be made or:
- (e) That information now shown on the shipping order at time of shipment be shown on freight bills or statements of charges, a charge of **\$4.00** per shipment will be made.
- (f) That proof of delivery furnished in any form, a charge of **\$4.00** for each such document or copy will be made.

(5) Bills-of-Lading issued by carrier are subject to the following:

- (a) All rates, terms and conditions of the transportation service are subject to and governed by the carrier's rules, unless a written agreement separate from the Bill-of-Lading is signed by an authorized representative of carrier and by an authorized representative of customer.
- (b) Drivers and other non-authorized personnel are not authorized to negotiate rates and terms of service, including alterations to the Bill-of-Lading and its terms and conditions.
- (c) Bills-of-Lading other than the carrier's bill-of-lading, Uniform Straight Bill-of-Lading (as published in NMF 100 series), or shipper supplied Bill-of-Lading referring to classifications and tariffs applicable at the time of shipment, shall not be accepted. If carrier inadvertently accepts such Bill of Lading, the Bill of Lading shall serve the purpose of receipt for commodities and identification of delivery location only and shall not serve as a contract for carriage. The terms and conditions of the Uniform Straight Bill-of-Lading as published in NMF 100 series shall govern the movement of shipment.
- (d) Shipments are Prepaid unless otherwise marked. If neither "Prepaid" nor "Collect" is marked by consignor on the original BOL, shipment will be Prepaid.
- (e) The BOL contains Liability Limitation Election choices to allow consignor to request higher than standard levels of liability assumption by carrier in exchange for payment of an additional or higher than normal fee.
- (f) This article was deleted

NOTE 1: Carriers are not obligated to furnish Bills-of-Lading containing information beyond that shown in the examples set forth in the NMFC.

NOTE 2: Consignors may elect to have printed their own Bills-of-Lading, in which case, all requirements of Paragraphs 1 and 2 of this item must be observed. These forms may also contain such information as: (1) identification or location of consignor or consignee; (2) commodity description; (3) rates or classes; or (4) other information pertinent to the shipment.

NOTE 3: On Bill-of-Lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier must be shown immediately adjacent to the carrier's named on the document heading. The SCAC designation must be printed in upper case boldface type.

NOTE 4: When as a prerequisite to payment, the shipper furnished copy of Bill-of-Lading is to be returned, it must be clearly and prominently marked by the shipper with the specific instructions directing its return with freight bill.

NOTE 5: The charges set forth in Paragraph 2 will not apply to:

- (a) Bank Payment Plans when documentations is limited to (1) deposit ticket(s) supplied by the bank; (2) supporting freight bills not in excess of the number set forth in Paragraph 1 or Note 3, the return of a copy of the Bill of Lading furnished by shipper.
- (b) Sight Draft Plans when documentation is limited to (1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipments(s) on the sight draft; (2) supporting freight bill(s) and statement(s) of charges not in excess of number set forth in Paragraph 1(c); (3) the return of a copy of the Bill-of-Lading furnished by shipper.

NOTE 6: The provisions of Paragraphs 1 and 2 will not apply to shipments moving on United States Government Bills of Lading.

NOTE 7: Shipments moving on Uniform Order Bills-of-Lading (Order Notify) will not be accepted. An "Order Notify" shipment is one where procedures include surrender of the original Bill-of-Lading before freight is released; usually associated with a shipment covered under a letter of credit. Order Notify shipments are relatively uncommon in today's LTL industry.

NOTE 8: When validation of Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carriers to resubmit the Freight Bill for validation, a charge of **\$13.00** will be assessed for that service, except on shipments moving on U.S. Government Bills-of-Lading.

NOTE 9: Corrected Bill-of-Lading to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.

NOTE 10: A Corrected Bill-of-Lading to change the original transportation contract from prepaid to collect will not be accepted if Section 7 (Non-Recourse Clause) of the corrected Bill-of-Lading has been signed by the consignor. **If the corrected Bill-of-Lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within prescribed credit guidelines.**

BILLS OF LADING – CHANGE IN TERMS BY SHIPPER (CONSIGNOR)

ITEM 364

CHANGES TO SHIPMENT TERMS (PREPAID TO COLLECT OR VICE VERSA)

When shipper (consignor) changes shipment terms from prepaid to collect or vice versa and a corrected bill of lading is issued **or** if a corrected Bill-of-Lading is issued for any other reason, a flat charge of **\$20.00** will apply.

CORRECTED BILLS-OF-LADING – THIRD-PARTY SHIPMENTS – COLLECTION OF CHARGES

When a party other than the consignor or consignee is shown on the Bill-of-Lading and/or shipping order as the payor of the freight charges and such party is not a bank or freight payment plan, such party's name and address must be clearly shown in the body of the bill of lading and shipping order at the time of original tender. The consignor and consignee remain primarily liable for all freight charges.

PREPAID:

Shipments subject to the provisions of this item will be accepted only when the consignor and/or third party has established credit with the carrier and consignor guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board. Shipments made subject to the provisions of this item must be billed as "Prepaid".

COLLECT:

Shipments subject to the provisions of this item will be accepted only when the consignee and/or third party has established credit with the carrier and consignee guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board. The non-recourse provisions of Section 7 of the bill of lading contract will be null and void on shipments tendered under the provisions of this item. Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board. If the consignee does not have established credit terms and pricing with RJW Transport, FCCOD charge will be applied in addition to the freight invoice in the amount of \$50.00

ALL THIRD PARTY SHIPMENTS:

When consignor or consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment, an additional charge of **\$20.00** will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the party billed for the freight charges.

Note: Section 7 (the non-recourse clause) of the Bill-of-Lading contract cannot be executed on shipments subject to provisions of this item. If the Section 7 portion of the Bill-of-Lading is signed, the signature will be invalid. Carrier no longer accepts Section 7 provisions under any circumstances and Carrier's Bill-of-Lading no longer contains Section 7 language. In general and to further clarify, if consignor uses a Bill-of-Lading other than Carrier's Bill-of-Lading and signs Section 7, the signature will be invalid.

CLAIMS, LOSS AND DAMAGE

ITEM 385

For principles and practices for the investigation and disposition of freight claims, see National Motor Freight Traffic Association, Inc., Agent NMF 100 series.

BLIND SHIPMENTS ITEM 400

When asked to handle a blind shipment where the name or location of the participant is to be kept from another participant in the shipment, the fee of \$40.00 will be charged for processing such request.

COLLECT ON DELIVERY (COD) SHIPMENTS

ITEM 430

- (1) Collect on delivery shipments will be accepted subject to the following provisions and charges. The charge for collecting and remitting the amount of each COD will be as follows:
- (2) The fee for collecting a COD will be four and half percent (**4.5%**) of the amount of the COD subject to a **\$50.00** minimum fee for each COD collected.
- (3) Only the following forms of payment will be accepted in payment of COD amounts:
 - (a) Cash, up to a maximum of **\$350.00**
 - (b) Bank Cashier's check.
 - (c) Bank Certified check.
 - (d) Money Order.
 - (e) Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

- (4) Upon collection of the Collect on Delivery amount of a COD bill, carrier will make remittance to consignor or party entitled to receive same as shown on the bill of lading within ten days after collection from the consignee.
- (5) The charge for collecting and remitting the amount of each COD bill will be collected from the consignee except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be made payable to the carrier and must not be included in the checks or money orders payable to the consignor. If the consignee refuses to pay the charge for collection, it will be deducted from the amount of the COD in remitting to the consignor.
- (6) Upon receipt of a letter of authorization or corrected bill of lading, carrier will endeavor to effect any change to the COD for an increase, decrease, cancellation, or payment terms for a charge of **\$50** per shipment. Carrier cannot warrant that such a change will be made once the shipment is in transit.
- (7) If the COD is canceled, as provided in paragraph E. above, then the fee for collecting the COD, as provided in paragraph A, above will also be canceled, however the fee of **\$50.00** for change shall be applicable.
- (8) If consignee or its agent provides a fraudulent check or draft to carrier, which is ultimately rejected by the bank on which it is drawn, carrier shall no longer be responsible for the payment of funds to the shipper and the COD provisions will be null and void.

COLLECTION OF CHARGES – THIRD PARTY BILLING

ITEM 435

When a party, other than the consignor or consignee on the bill of lading and shipping order, is responsible for paying the freight charges to the carrier, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at time of shipment. Third party billing will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to pay. Rest of sentence was deleted

NOTE 1: Shipments subject to the provisions of this item must be billed as 'prepaid'.

NOTE 2: Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the bill of lading. If inadvertently accepted by carrier, shipment shall move subject to guarantee of freight charges by shipper.

CONTROL AND EXCLUSIVE USE OF VEHICLE

ITEM 470

Control of Vehicle: Except as provided in Paragraph 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has the control of the vehicle with the unrestricted right to:

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

Exclusive Use of Vehicle: When the exclusive use of a vehicle is provided by the carrier at the request of consignor or consignee, the following provisions will apply:

- (1) Charges will apply to each vehicle used to transport shipment.
- (2) The request must be given in writing or placed on the bill of lading and shipping order, and when bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- (3) The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided below.
- (4) In the event a lock or seal has been removed from a vehicle, the carrier will immediately relock or reseal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee.
- (5) Charges will be computed at the rates and weight applicable to the shipment without reference to this item subject to a minimum charge based on 20,000 pounds at the 20,000-pound Class 100 rate.
- (6) Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the bill of lading may not be executed.
- (7) When the consignor or consignee makes the request for exclusive use of vehicle after the shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered part of the bill of lading contract. Charges will be assessed as provided in Paragraph E from the point of origin to point of destination.
- (8) Stop-off for partial loading or partial unloading will not be permitted on shipments transported under provisions of this item.

DETENTION – VEHICLES WITH POWER UNITS

ITEM 500

This item applies when carrier's vehicle(s) with power unit(s) are delayed or detained either on the premises of consignor or consignee or as close thereto as conditions will permit, subject to the following provisions:

GENERAL PROVISIONS:

- (1) This item applies only to vehicles which have been ordered or used to transport shipments subject to LTL or VOL rates.
- (2) Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up the time it is placed in storage, and shall immediately become subject to the storage charges in Item 910. If the freight is later tendered for delivery, the charge for re-delivery in Item 830 will also apply.

COMPUTATION OF TIME

Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Computation of time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt of delivery.

CHARGES

- (1) When the loading or unloading is delayed, the charge per vehicle for each 15 minutes or fraction thereof, beyond free time, will be **\$13.00** subject to a minimum charge of **\$51.00**.
- (2) The amount due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether the line haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges, and in the case of export shipments, the consignor will be responsible for the charges.

APPOINTMENT NOTIFY

ITEM 510

When it is necessary to make an appointment prior to delivery of a shipment, including private residences, \$15.00 charge will be assessed. If after second attempt is made and no one acknowledges the call, then the shipment will be placed on hand and legal notice will be sent. Once placed on hand, the freight will become subject to storage fees in accordance to item 900.

LIFT GATE SERVICE

ITEM 520

When, upon the request of the consignor or consignee, pickup or delivery service is performed with the use of a hydraulic lift gate, the following rates and charges shall be assessed in addition to all other applicable rates and charges.

- (1) When RJW Transport or its delivery partners provide this service, the charge will be:

\$5.00	per 100 pounds,
\$65.00	Minimum Charge,
\$250.00	Maximum Charge

- (2) When RJW Transport or its delivery partners do not have this equipment available at the point where the service is requested, they will, at their option, endeavor to obtain the use of such equipment by rental or from an outside source at a fair and equitable charge. I would delete this paragraph, not the customer's problem
- (3) The charges for this service shall be paid by the party for whom the service is performed or must be guaranteed by the shipper.
- (4) Carrier is not obligated to perform such service when suitable vehicles equipped with lift gate devices are not available and it shall become incumbent upon the consignee to provide the necessary equipment or accessories to affect delivery. Service will only be rendered at such locations that are safe and accessible to the vehicle.

VEHICLE FURNISHED BUT NOT USED – ATTEMPTED PICK UP

ITEM 530

When carrier upon request to pick up a shipment has dispatched a vehicle for such purposes and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a fee of \$35.00 will be charged.

HAZARDOUS MATERIALS

ITEM 540

RJW Transport, Inc is not licensed to handle any type of hazardous materials and will not pick up any shipments containing hazardous materials.

EXTRA LABOR - LOADING OR UNLOADING

ITEM 560

Upon request, RJW Transport will provide extra labor for loading or unloading of freight. The charge for such extra labor shall be **\$75.00** per hour subject to a minimum charge of **\$195.00**.

INSIDE PICKUP OR DELIVERY

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE OR INSIDE DELIVERY

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 herein.

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and, when necessary, the labor to operator same, is provided without cost to the carrier.

Service provided under this item will be assessed a charge of **\$4.50** per 100 pounds, subject to a minimum charge of **\$65.00** per shipment and a maximum charge of **\$350.00** per shipment.

The service in this item will not apply nor be provided inside the house or building at private residences beyond the doors or doorways of said private residence. It will apply when the nearest accessible street curb or parking lot is sixty (60) feet or more from the nearest delivery door or doorways but not inside the house or building, or inside the garage or carport of the house or building.

The charges provided in this item will be in addition to all other lawful charges and will be billed to the party for whom the service was provided or applicable third-party.

IMPRACTICABLE OPERATIONS

ITEM 570

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

- (1) The condition of roads, streets, driveways, alleys or approaches thereto;
- (2) Inadequate loading or unloading facilities;
- (3) 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 persons or property.

MARKING OR TAGGING FREIGHT

ITEM 580

Carrier will at the request of the shipper or consignee, change or alter, according to instructions, the markings or tags on any package or pieces of freight subject to a charge of **\$2.25** per package or piece of freight on which the markings or tags are changed or altered, subject to a minimum of **\$35.00** per shipment.

All charges accruing under the provisions of this item must either be paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

MINIMUM CHARGE

ITEM 610

Except otherwise specifically provided, the minimum charge for a shipment subject to class or commodity rates shall be as shown in the applicable tariff.

NOTIFICATION PRIOR TO DELIVERY

ITEM 646

When shipments are tendered for delivery with the request that the consignee be notified by telephone, fax or other electronic notice upon arrival, a charge of **\$15.00** per shipment will be assessed. Such charge will be in addition to all other applicable charges. This charge will not apply on notification for 'will-call' shipments, which are picked up by the consignee at the destination terminal dock.

OVER DIMENSION FREIGHT

ITEM 670

- (1) In assessing freight charges on shipments containing one or more articles which measures in excess of 40 feet in length, 8 feet in width, or 10 feet in height from the bed of the trailer, or 13 feet, 6 inches in height from the ground to the top of the article, after loaded, the shipment shall be subject to a minimum weight of 30,000 pounds per truck used times the lowest applicable class rating of the articles in the shipment.
- (2) The entire lading of each shipment on each vehicle shall be used in computing the weight on which freight charges are to be assessed.
- (3) When a shipment is tendered which exceeds the legal limits of height, width, or length, the shipper will be responsible for any extra charges, tolls, special permits or telephone calls in connection therewith.

OVER LENGTH LTL FREIGHT

ITEM 674

Over-length LTL freight means LTL freight commodities or packaging that exceed 10 feet in length and is contingent upon carrier approval to accept over-length freight. All shipments containing such freight will be subject to an additional charge of **\$5.00** per foot for every foot or fraction thereof exceeding 10 feet and will be subject to a minimum charge of **\$50.00**. This charge will apply in addition to all other applicable charges.

PAYMENT OF CHARGES

ITEM 720

All rates, charges and other amounts named in this tariff, or in tariffs made subject to this tariff, are stated in the United States currency and are to be paid in lawful money of the United States.

Credit Period: Unless otherwise agreed, RJW Transport's credit period is **30 days** and begins on the day following presentation of the freight bill. It includes Saturdays, Sundays and legal holidays. Unless otherwise agreed, the shipper has 30 days from commencement of the credit period to pay freight charges.

Extended Credit Periods (Beyond 15 days): When the credit periods for specific customers are extended for more than 30 days (up to a maximum of 30 days) by published tariff rules as authorized by the Code of Federal Regulations (49 CFR § 377.203) and the payor of the freight charges fails to make payment within the authorized credit period, service charges will be applied.

Remitting Payments: When sending payment for freight charges, payor must enclose with remittance, one copy of carrier supplied freight bill. Notwithstanding this requirement, payments may be allocated pursuant to provisions of paragraph (4) of this Item (directly below).

Allocation of Payments: When you (hereinafter Shipper/Payor) tender freight to us (hereinafter RJW Transport) subject to provisions of this rules tariff, you authorize us to allocate your payments and credits in a way that is most favorable to or convenient for us. Your authorization is granted in consideration of credit terms extended by us and grants us full discretion as to how payments are applied.

For example, you authorize us to apply your payments and credits to your oldest balances before we apply them to your more current balances.

Notification to Customers Regarding Service Charges: Pursuant to requirements in 49 CFR § 377.203 associated with the establishment of service charges, RJW Transport does by this item establish service charges as described below and does hereby notify shippers of the following:

- (1) The only purpose of the service charges is to prevent a shipper who does not pay on time from having free use of funds due to the carrier.
- (2) RJW Transport does not sanction payment delays; and,
- (3) Failure to pay within the authorized credit period will, despite this provision for service charges, continue to require RJW Transport, before again extending credit, to determine in good faith whether customer will comply with the credit regulations in the future.

Service Charges: Payments on invoices that are over 30 days will be subject to a 5% charge on the entire bill for every month thereafter. Discounts are subject to forfeiture if an invoice is not paid within 45 days.

Returned Checks/Non-sufficient funds: Checks that are returned unpaid by a customer's financial institution due to non-sufficient funds will be subject to a non-sufficient funds/returned check fee of **\$50.00**.

Responsible Parties: Shippers, Consignees, Third-parties and Agents for Shippers or Consignees, Holders of Bills-of-Lading and Owners of property moved by carrier are jointly and severally liable for freight charges and collection charges in accordance with the Rates, Classifications and Rules Tariffs that have been established by the carrier, each of which is available from the Carrier upon request. Such parties are responsible:

- (1) For all unpaid charges on account of a shipment pursuant to the Bill-of-Lading Contract, tariff or other contract covering the shipment regardless of whether all parties are listed or "in privacy" of the contract under which the shipment moved; and,
- (2) To pay and/or indemnify carrier for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by carrier by reason of any violation of the shipment contract/tariff or any other default of the shipper, consignee or their agents.

Example: Under this paragraph, carrier is entitled to recover all of his costs, including attorneys' fees, of collecting delinquent freight bills. Carrier is also entitled to seek payment from any of the parties listed above when the party initially responsible for payment fails to pay.

Offsetting Charges Not Allowed: Customer shall not offset from or delay the payment of lawfully established transportation charges due RJW Transport as a result of any overcharge claim, charge-back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

PICKUP OR DELIVERY SERVICE – GENERAL

ITEM 750

Except as otherwise provided, rates in this tariff include one pickup and loading, and one tender for delivery and unloading of a shipment by the carrier during normal operating hours of 6 a.m. to 6 p.m. If after these hours the charges will be **\$75.00** per hour with 1 hour minimum. This will be for time to get to delivery or pickup and return to terminal.

- (1) Placement of vehicle for loading or unloading:
At the request of the consignor or consignee, the carrier will furnish and place a vehicle at the loading site designated by the consignor for pickup of a shipment and at the destination site designated by the consignee for unloading of that shipment.

PICKUP AND DELIVERY – SUNDAYS AND HOLIDAYS

ITEM 754

- (1) The carrier is not obligated to furnish pickup or delivery service on Sundays or Holidays.
- (2) When the consignor or consignee requests carrier to pick up or deliver freight on Sundays or Holidays, and the carrier agrees to perform the requested service, such service will be subject to a charge of **\$85.00** per man per hour, or fraction thereof, minimum charge of **\$400.00** per man per day. Such charge shall be in addition to all other applicable charges.
- (3) Computation of the time shall commence upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt.
- (4) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

PICKUP AND DELIVERY – SATURDAYS

ITEM 755

- (1) The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays.
- (2) When consignor or consignee requests carrier to pickup or deliver freight on Saturday, and the carrier agrees to provide the requested service, such service will be subject to an additional charge of **\$85.00** per hour subject to a minimum charge of **\$400.00**
- (3) This will be calculated by time to get to delivery or pickup and return to terminal. Such charge shall be in addition to all other applicable charges.
- (4) Computation of time shall commence upon notification by the driver to responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee, and shall end upon completion of loading and receipt by the driver of a signed bill of lading or delivery receipt.
- (5) Charges must either be paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

PICKUP OR DELIVERY AT CONSTRUCTION, MINE, UTILITY, GOVERNMENT SITES ITEM 756

Shipments picked up or delivered to a construction, mine or utility site locations will be assessed an additional charge of **\$5.00** per 100 pounds, subject to a Minimum Charge of **\$65.00** and a Maximum Charge of **\$350.00** per shipment.

The term **Construction Site** shall be defined as the site of any construction of buildings, roads, bridges or other sites of construction including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

The term **Mine Site** shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine, when it is located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality

The term **Utility Site** shall be defined as the site of any power generation station, whether nuclear, thermal, and hydro-electric or fossil fuel or pumping station located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

The term government site shall be defined as facilities of federal, state, county or municipal governments

PRECEDENCE OF DISCOUNTS, ALLOWANCES AND EXCEPTIONS (FAK RATINGS) ITEM 758

- (1) The provisions of only one discount, allowance and/or exception, or FAK rating, whether named in this tariff, or any other tariff, or contract agreement, will be allowed per shipment.
- (2) If more than one discount, allowance and/or exception, or FAK rating is in effect for a particular shipment, the discount, allowance, exception or FAK rating or provision in effect for the account of the payer of the freight charges shall take precedence, providing the name of such payer is shown on the original bill of lading at the time of shipment.
- (3) If more than one discount item has been published for the same consignor, that item having the latest effective date will take precedence

RESTRICTED ARTICLES OR ARTICLES WITH LIMITED LIABILITY

ITEM 780

(1) Property of extraordinary value:

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

Bank bills Notes
Currency Original works of art
Deeds Postage stamps
Drafts Precious stones
Jewelry, other than Revenue stamps
Costume or novelty Stamps or coupons having
Letters, with or without Exchange value of any kind
Stamp affixed Valuable collections or
Museum exhibits or Collectors items
Articles of antiquity Valuable papers of any kind
Carbon Black Motorized Vehicles, scooters, ATV's, UTV's

- (b) Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles. Extraordinary value is deemed to be any shipment whose actual value exceeds **\$10.00** per pound. If articles are **INADVERTENTLY** accepted with an invoice value exceeding the maximum **\$10.00** per lbs or **\$100,000** per occurrence, such article will be considered to have been released by shipper to maximum value of **\$10.00** per pound or **\$100,000** per occurrence.
- (c) Electronic, mechanical or engineering apparatus of custom or single or limited manufacture (one-of-a-kind) shall be deemed as having extraordinary value.

(2) Released Value Articles:

- (a) Any motorized vehicles such as Scooters, motor cycles, 4 wheelers, dune buggies etc. will be accepted for transportation only when the Shipper releases the value of the property to a value not exceeding **10¢** per pound for each handling unit. If the shipper does not release the value of the property and the shipment is inadvertently accepted, it will be considered as being released to a value **10¢** per pound for each handling unit and the shipment will move subject to such limitations of liability.
- (b) Used or refurbished Equipment, Machinery or other Used Commodities and/or Uncrated new equipment, Machinery or other New Commodities as listed in NMF100 Series, including , but not limited to, the following:

Agricultural implements	Electrical equipment
Machinery	Automobile lifts
Automobile parts	

(c) Articles will be accepted for delivery only when the Shipper releases the value of the property to a value not exceeding **10¢** per pound however if the shipper fails to release the value of the property to a value not exceeding **10¢** per pound the shipment will not be accepted. If shipment is inadvertently accepted, it will be considered as being released to a value of **10¢** per pound for each handling unit and the shipment will move subject to such limitations of liability.

(d) Definition of “crated” shall include original manufactures box.

(3) Freight liable to damage other freight or equipment:

Carrier is not obligated to receive freight liable to permeate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment", or may be refused for lack of suitable equipment.

PROTECTIVE SERVICE

ITEM 810

RJW Transport, Inc does not offer protective services.

RECONSIGNMENT AND DIVERSION OF SHIPMENTS

ITEM 820

All requests for reconsignment and/or diversion of a shipment will be subject to the following conditions and charges:

- (1) If outside original delivery terminal service area the tariff or contract rate from origin point to reconsignment point plus tariff or contract rate from reconsignment point to ultimate destination will apply.
- (2) If within original terminal delivery area prior to tender of delivery a fee of **\$28.00** will be assessed. If within original terminal delivery area after tender of delivery a charge of **\$3.50** per cwt. subject to a **\$35.00** minimum will apply.
- (3) If a change in consignee is requested with no change in place of delivery, a **\$15.00** fee will be assessed as long as delivery was not attempted.

ADDITIONAL DELIVERY ATTEMPTS AND UNDELIVERABLE SHIPMENTS

ITEM 830

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

- (1) If one or more additional attempts is made and final delivery is successful at a consignee's location, a **25% surcharge** will be applied to the original freight charges for each such attempt made subject to a minimum charge of **\$50.00** per shipment or per vehicle used.
- (2) In lieu of a final delivery attempt being made at a consignee's location, the consignee may also elect to accept final delivery of the shipment at the carrier's location and a charge of **\$2.50** per 100 pounds will be applied subject to a minimum charge of **\$25.00** and a maximum charge of **\$100.00**
- (3) Any and all charges accruing under this rule must be paid or guaranteed by the party requesting any additional delivery attempts to the satisfaction of carrier.

RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS

ITEM 840

Undelivered shipments that are returned to the initial shipper will be subject to applicable rates and charges in effect from the point of return on the date of the return. Published FAK's may not apply. If the shipment is returned before leaving origin terminal, a charge of **\$3.50** per 100 pounds, subject to a minimum charge of **\$35.00** and a maximum charge of **\$150.00**, will be assessed.

SHRINK-WRAPPED PALLETS

ITEM 850

Shipments tendered to RJW Transport on shrink-wrapped pallets and the driver is unable to count the pieces, shall be signed for as # shrink-wrapped pallets (SWP) said to contain (STC) # pieces. If delivered intact, shrink-wrap unbroken, RJW Transport, shall assume no liability for loss or damage discovered at the time of delivery or after delivery has been performed.

SEALING OF TRUCKS

ITEM 875

Unless otherwise provided, shippers and receivers of freight will not be accorded the exclusive use of carrier's vehicles. Carrier, at its option, may load and transport the freight of various shippers and receivers in the same vehicle. Carrier may remove any seals or locks applied to its vehicle by shippers, receivers or owners of the property transported for the purpose of loading and co-mingling shipments of various shippers and receivers in the same vehicle.

FUEL SURCHARGE

ITEM 880

Shown below are the fuel surcharge percentages that RJW Transport will apply to net freight charges. The surcharges are based on the U.S. Regional Average Diesel Fuel Index for California and published by the Energy Information Administration of the U.S. Department of Energy (DOE). It is updated and available after 4:00 PM Eastern Central Time each Monday by telephone at (202) 586-6966. The applicable surcharges become effective on the Tuesday immediately following each Monday unless Monday is a Holiday and then the fuel index is available from the DOE on Tuesday and RJW Transport's surcharges become effective on the immediately following Wednesday.

RJW Fuel Surcharge Matrix			RJW Fuel Surcharge Matrix		
DOE Avg >	DOE Avg <	Fuel Surcharge/ Mi	DOE Avg >	DOE Avg <	Fuel Surcharge/ Mi
1.671	1.726	0.12	3.575	3.63	0.49
1.727	1.782	0.13	3.631	3.686	0.50
1.783	1.838	0.14	3.687	3.742	0.51
1.839	1.894	0.15	3.743	3.798	0.52
1.895	1.95	0.16	3.799	3.854	0.54
1.951	2.006	0.17	3.855	3.91	0.55
2.007	2.062	0.18	3.911	3.966	0.56
2.063	2.118	0.19	3.967	4.022	0.57
2.119	2.174	0.20	4.023	4.078	0.58
2.175	2.23	0.21	4.079	4.134	0.59
2.231	2.286	0.22	4.135	4.19	0.61
2.287	2.342	0.23	4.191	4.246	0.62
2.343	2.398	0.24	4.247	4.302	0.63
2.399	2.454	0.25	4.303	4.358	0.64
2.455	2.51	0.26	4.359	4.414	0.65
2.511	2.566	0.27	4.415	4.47	0.66
2.567	2.622	0.28	4.471	4.526	0.67
2.623	2.678	0.29	4.527	4.582	0.69
2.679	2.734	0.30	4.583	4.638	0.70
2.735	2.79	0.32	4.639	4.694	0.71
2.791	2.846	0.33	4.695	4.75	0.72
2.847	2.902	0.34	4.751	4.806	0.73
2.903	2.958	0.35	4.807	4.862	0.74
2.959	3.014	0.36	4.863	4.918	0.76
3.015	3.07	0.37	4.919	4.974	0.77
3.071	3.126	0.39	4.975	5.03	0.78
3.127	3.182	0.40	5.031	5.086	0.79
3.183	3.238	0.41	5.087	5.142	0.80
3.239	3.294	0.42	5.143	5.198	0.81
3.295	3.35	0.43	5.199	5.254	0.82
3.351	3.406	0.44	5.255	5.31	0.84
3.407	3.462	0.46	5.311	5.366	0.85
3.463	3.518	0.47	5.367	5.422	0.86
3.519	3.574	0.48			

SORTING AND SEGREGATING

ITEM 889

When the carrier is requested to sort or segregate a shipment consisting of boxes, cartons, drums or other shipping containers, the following charges will apply in addition to all other lawful charges:

- (1) Sorted by pieces not pallets \$.50 per piece
- (2) Minimum Charge per shipment \$50.00
- (3) Maximum Charge per shipment \$350.00

All Charges provided in this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed and the shipment is released.

Note 1: Sorting and/or segregating are deemed to mean the separation of the freight by shipping container weight, size or other specific shipping container units; or by purchase order number, markings on the container or by brand names, sizes, flavors, etc.

SPOT QUOTE/PALLET RATE PRICING CONDITIONS

ITEM 890

Rules and Conditions:

- (1) Consignor must write the Quote Number issued by Carrier on the original Bill-of-Lading for the Spot Pricing Quotation/Agreement to apply. If it is not written on the Bill-of-Lading, the quote will not apply and otherwise applicable rates will apply.
- (2) Carrier's liability shall not exceed **\$1.00** per pound per piece subject to a maximum of **\$10,000.00** per incident.
- (3) **Prorating:** If the actual shipment parameters (weight, pallets, cube) exceed any of the stated parameters provided by the consignor in obtaining the quote, the additional amount of pallets, weight or trailer space will be prorated at whichever factor has the greatest affect on the charges. For example if consignor is quoted for one pallet, 5,000 pounds but actually ships two pallets 5,500 pounds, the rate quoted will be doubled (two pallets versus one produces the highest prorated charge) and shipment will be rated accordingly.
- (4) The Pricing Quotation/Agreement is invalid and void if the actual shipment weighs 30,000 pounds or more and/or occupies 36 lineal feet of trailer space or more. In such cases, otherwise applicable rates will apply.
- (5) Shipments moving under spot quotes/agreements will move when equipment is available and carrier is not committed to standard or fixed transit times. Transit time is not guaranteed and will depend solely on availability of equipment.
- (6) Fuel surcharges will be applied at the rates in effect at the time of shipment pursuant to Item 880 of this tariff.
- (7) Unless otherwise noted in specific quotations/agreements, carrier's normal rules and accessorial charges apply in their entirety. Any special and/or additional services beyond normal transportation services provided under these rules will be charged for at standard prevailing rates provided herein.
- (8) Spot Pricing Quotations (Quote Numbers) are valid for 48 hours from the date issued and/or shown on any pricing agreement issued.

HIGH COST DELIVERY SURCHARGE

ITEM 892

All shipments consigned to NY zip codes 100-103, and 118-119 are subject to an arbitrary charge. Charges assessed will be in addition to published rates and/or commodity agreements in place at the time of shipment. The arbitrary charge will be assessed at the rate of \$2.50 cwt, subject to a minimum charge of \$50.00, and a maximum charge of \$250.00. Charges will be applied to each delivery attempt made per individual shipment.

Washington District of Columbia, zip codes 200-205, the arbitrary charge will be assessed at the rate of \$2.50 cwt, subject to a minimum charge of \$25.00, and a maximum charge of \$200.00. Charges will be applied to each delivery attempt made per individual shipment.

Upper Peninsula of Michigan, zip codes 48610-49455. The arbitrary charge will be assessed at the rate of \$2.50 cwt, subject to a minimum charge of \$75.00, and a maximum charge of \$200.00. Charges will be applied to each delivery attempt made per individual shipment.

TX Delivery Surcharge of \$150 per shipment will be assessed on shipments destined for the following zip codes. 79718,79734-35,79780-81,79786,79830-32,79834,79842-43,79845-46,79848,79850, 79852, 79854

STORAGE

ITEM 900

- (1) Undelivered shipments held in carrier's possession by reason of an act or an omission of the consignor, consignee or owner, or for Customs clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following storage charge:

Storage Charge: **\$1.50** per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to a minimum charge of **\$17.00** per day, but in no event less than **\$45.00** per shipment.

- (2) Storage charges will be assessed beginning 7:00 A.M., the first business day after notice of arrival has been given, except no charges will be assessed when actual tender of delivery is made within 24 hours after such notice of arrival has been given.

- (3) The term business day as used in this item means Monday through Friday, excluding Holidays.

- (4) Carrier liability will be limited to that of a warehouseman. Carrier reserves the right to place the freight in a public warehouse.

TRANSFER OF LADING

ITEM 910

When through no fault of carrier, pickup or delivery is made with equipment which cannot be used to deliver the freight due to physical limitations or limitations imposed by statutes and the carrier must transfer the freight to a different trailer for delivery or further linehaul, the following charges shall be applicable:

\$2.25 per cwt. Subject to a minimum charge of **\$225.00**

When shipments cannot be picked up in the linehaul vehicle, the consignor shall be responsible for the additional charges.

CANADIAN BORDER CROSSING FEE

ITEM 950

All shipments destined to Canada shall be assessed a border crossing fee of **\$25** per shipment for the handling of clearance papers, security charges and other related services in addition to all other applicable rates and charges.

VEHICLE FURNISHED BUT NOT USED

ITEM 960

When carrier, upon receipt of a request to pickup shipment weighing at least 10,000 pounds or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, said vehicle is not used, a charge of **\$150** per day or fraction thereof per vehicle will be assessed against the consignor making such request. Accrual of these charges will terminate when the carrier is notified that vehicle will not be used.

WEIGHT VERIFICATION

ITEM 970

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while shipment is in custody of the carrier. If the shipper or consignee requests shipment to be reweighed, then each additional weight verification shall be at the expense of party requesting at a rate of **\$20.00** per shipment. Carrier reserves the right to weigh shipments and when determined that the actual weight is different from that which is stated on the bill of lading as issued by the shipper, carrier shall adjust the weight and corresponding rate calculation of the bill accordingly. Shipper shall have the right to request a copy of the weight certificate upon request.

CARRIER NAME CONVERSION

ITEM 975

Where any contract, tariff or duly negotiated pricing agreement, effective prior to April, 2011 makes reference to RJW Transport, Inc., such contract, tariff or duly negotiated pricing agreement, when applied on or after April, 1 2011 shall be to understood to refer to RJW Transport, Inc.