

Tariff BEAV 125

Beaver Express Service, LLC

Rules

And also

Special Charges for Terminal and Special Services

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This tariff applies only in connection with tariffs or contracts making reference hereto by BEAV number

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ITEM 115

DEFINITIONS AND EXPLANATION OF TERMS

1. DEFINITION OF BUSINESS HOURS.

The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

2. DEFINITION OF HOLIDAYS.

The term "Holiday" means:

New Year's Day
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

or any other day generally observed as a holiday by the carrier at the point where the service is performed.

When such holiday falls on Sunday, the following Monday shall be considered as a holiday.

3. DEFINITION OF LESS TRUCKLOAD AND TRUCKLOAD:

- (a) Where the terms LTL, AQ or Less-than-truckload or Any Quantity are used, such terms refer only to an amount of freight subject to rates applying on less than 20,000 pounds.
- (b) Where the terms Vol., TL, or Truckload are used, such terms refer only to an amount of freight subject to rates applying on 20,000 pounds or more, and further subject to any stated minimum weights provided in connection with the rates and provisions.

4. A "TRUCKLOAD" OR "VEHICLE" MEANS:

- (a) Any one truck or one vehicle which is self-propelled, or
- (b) Any one vehicle which must be towed by a power unit (See paragraph (c)) and used on highways in the transportation of property.
- (c) When two or more vehicles as defined in (b) are towed by one power unit they shall be considered as two or more vehicles.

ITEM 300

**ADVANCING CHARGES
ADVANCING CHARGES TO SHIPPERS, ETC.**
(Exception to NMFC Item 300) (See Note 6)

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (See Note 1). The nature of charges to be advanced, as shown in Note 1, must be stated on the Bill of Lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order, at time of shipment.

NOTE 1 - The term "Charges incidental to the transportation of the shipment" shall include only the following:

- (a) Inbound transportation charges (ocean transportation will not be advanced) (Subject to Note 4)
- (b) Loading or unloading charges.
- (c) Charges for packing or crating the shipment.
- (d) Drayage charges (Subject to Note 2).
- (e) In bond or custom house charges.
- (f) Wharfage or handling charges on import shipments.
- (g) Warehouse storage or warehouse handling charges.
- (h) Broker's fees on Customs or in bond shipments (See Notes 3 and 5).
- (i) Demurrage.
- (j) Carriers storage.

NOTE 2 - The term "Drayage" as used in this item shall mean local transportation with the pickup terminal area, from actual origin to the line haul carrier's dock. "No drayage charges which are not lawfully on file with the Interstate Commerce Commission will be advanced unless the payment is guaranteed in writing by the consignor".

NOTE 3 - When reference is made hereto, the nature of the charges to be advanced need not be stated on Bill of Lading at time of shipment if they accrue at a point other than origin.

NOTE 4 - Cost of preparing immediate transportation entry (IT) papers will be advanced by the carrier and will not be subject to the advance charge.

NOTE 5 - Provisions of this item do not include the advancing of brokers' fees on in bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

NOTE 6 -

The charges of the carrier for advancing monies above described will be:

When the amount advanced is:	Charge for making advance will be:
Not over \$150.00	\$16.40
Over \$150.00 not over \$175.00	17.93
Over 175.00 not over 200.00	19.60
Over 200.00 not over 250.00	21.19
Over 250.00 not over 300.00	22.78
Over 300.00 not over 350.00	25.00
Over 350.00 not over 400.00	26.21
Over 400.00 not over 450.00	30.57
Over 450.00 not over 500.00	33.01
Over 500.00 not over 550.00	35.54
Over 550.00 not over 600.00	38.07
Over 600.00 not over 650.00	40.68
Over 650.00 not over 700.00	43.40
Over 700.00 not over 750.00	45.85
Over 750.00 not over 800.00	46.91
Over 800.00 not over 850.00	51.05

Over 850.00 not over 900.00	53.78
Over 900.00 not over 950.00	56.40
Over 950.00 not over 1000.00	58.99
Over \$1000.00 at rate of \$58.99 per thousand.	

ITEM 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

PART 1

ARRIVAL NOTICE:

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (See Note 1) following the arrival of the shipment.
 - (a) The notice will be given by telephone, if convenient and practical; otherwise by mail, fax or email. 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 him at the post office serving the point of destination shown on the bill of lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8 AM on the first business day (See Note 1) after it was mailed.

PART 2

UNDELIVERED FREIGHT:

1. 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 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 therefor.
2. Undelivered shipments will be subject to storage as provided in Item 910.
3. On undelivered shipments disposition instructions issued prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage liability.

NOTE 1 - For the purpose of this item, business day means Monday through Friday, excluding holidays.

ITEM 360

BILL OF LADING ORDER-NOTIFY SHIPMENTS

Except as otherwise provided, shipments moving on Order-Notify bills of lading will be subject to an additional charge of 1861 cents per shipment.

ITEM 381**CANCELLATION OF ITEMS**

As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.
Example: Item 445-A Cancels Item 445, and Item 365-B Cancels Item 365-A in a prior supplement, which in turn cancelled Item 365 (if Item 365 had not been cancelled for some reason, Item 365-B would cancel it as well). If the new item provides a specific cancellation of a prior issue or issues, this rule is not applicable.

ITEM 390

CAPACITY LOADS - OVERFLOW

1. Each and every vehicle loaded to capacity shall be subject to a minimum weight of 20,000 lbs.
2. The excess or overflow portion of a shipment that does not require another vehicle to be loaded to capacity shall be rated as a separate shipment.
3. The terms "LOADED TO CAPACITY" or "CAPACITY LOAD" refers to the extent to which a vehicle is loaded with freight, each term meaning:
 - (a) That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a vehicle; or;
 - (b) That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the large article in the shipment can be loaded in or on the vehicle.
 - (c) That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitation of state or regulatory bodies; or
 - (d) The quantity of freight consisting of one article loaded in or on a vehicle when one additional article, weighing the same as or more than the articles loaded, cannot be legally loaded because of the weight limitation of state or regulatory bodies.

NOTE 1 - The provisions of this paragraph will apply regardless of whether there is another article tendered for loading as part of the same shipment.

ITEM 430

COD SHIPMENTS

The charge for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be 1% of the COD amount, subject to a minimum charge of \$10.50.

Note: If, after a C.O.D. shipment has been forwarded, and the Shipper requests:

- A. That the amount of the C.O.D. be increased or decreased, or;
- B. That the Shipper will accept the Consignee's business or personal check, instead of cash or certified funds, or;
- C. That the C.O.D. amount be dropped, or;
- D. That the shipment be reconsigned to another business in the same town,

The Shipper must furnish appropriate instructions to the origin service center or independent contractor. Once approved at the origin point, the instructions will be transmitted to the destination point. A charge of \$10.00 will be made for approving and transmitting the above instructions.

ITEM 470

CONTROL AND EXCLUSIVE USE OF VEHICLE

SECTION 1

Control of Vehicle

Except as provided in Section 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 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.

SECTION 2

Exclusive Use Of Vehicle

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

1. Charges will apply to each vehicle used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. 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.
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal 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.
6. Charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge for 20,000 lbs. at the Class 125 weight group 20M rate.
7. Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation of the bill of lading may not be executed (This paragraph not applicable on shipments moving on Government bills of lading).
8. When the request for exclusive use of vehicle is made by the consignor or consignee after 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 as part of the bill of lading contract. Charges will be assessed as provided in Part 6 between the point of origin and point of destination.
9. Stop-offs for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.

ITEM 480

CUSTOMS OR IN BOND FREIGHT

1. Shipments moving under United States Customs Bond for U. S. Customs clearance at a point in the United States will be assessed a charge of 170 cents per 100 pounds, subject to a minimum charge of 3300 cents and a maximum charge of 15633 cents per shipment based on the actual weight or applicable minimum weight, whichever is greater. Such charge shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item. (See Note 2)
2. Except as provided in Notes 1, 3 and 4, line haul charges on shipments requiring U. S. Customs Clearance destined to a point outside of the commercial zone of the point of U. S. Customs Clearance will be assessed on the basis of rates and charges applicable from point of origin to the point of U. S. Customs Clearance, plus the rates and charges applicable from the point of U. S. Customs Clearance to the final destination. When the final destination is within the commercial zone of the point of U. S. Customs Clearance, the line haul rates and charges to be assessed will be those applicable to the point of U. S. Customs Clearance or to final destination, whichever is greater.
3. Import Freight moving In Bond may not be included on the same shipment on the same bill of lading and shipping order with freight not moving In Bond.
4. Shipments moving under United States Customs Bond will not be accorded stopping in transit or split pick up or split delivery privileges.
5. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U. S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.
6. Each IT Permit (Immediate Transportation Permit) issued for movement of an In Bond Shipment will be considered as a separate shipment, and must be accomplished by one bill of lading and shipping order. The provisions of this paragraph will not apply to volume or truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bonded Warehouse.
7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this tariff. On shipments cleared enroute by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.

NOTE 1 - Not applicable from or to Canada when U. S. Customs clearance is performed at ports located on the U. S.-Canadian boundary line or adjacent hereto.

NOTE 2 - Will also apply when carrier is required to move freight from site of initial pickup to another site for U. S. Customs clearance prior to departure from port facilities.

NOTE 3 - Line-haul charges on shipments requiring U.S. Customs clearance at Brownsville, Hidalgo or Roma, TX, destined to a point outside the corporate limits of the point of U.S. Customs clearance will be assessed on the basis of rates and charges applicable from point of origin to point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination (See Note 4).

NOTE 4 - On shipments requiring U.S. Customs clearance at; Brownsville, TX destined to points within 6 miles of the corporate limits thereof; Hidalgo, TX destined to points within 3 miles of the corporate limits thereof; or Roma, TX destined to points within 4 miles of the corporate limits thereof, the line-haul rates and charges to be assessed will be those applicable to the point of U.S. Customs clearance or to the final destination, whichever is greater.

ITEM 480-1

CUSTOMS OR IN BOND FREIGHT

- (a) A part of a truckload or LTL shipment held out by United States Government authorities at port of import for appraisalment or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot

billing.

- (b) Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in Item 570 (Pickup and Loading Service).
- (c) If such part lot shipment is brought to the carrier's dock by other than the motor carrier, the actual cost of such movement, if paid by the motor carrier, will be added to the freight bill. If such part lot shipment is picked up by the motor carrier a charge of 653 cents per 100 pounds, minimum charge of 2740 cents per shipment, will be assessed and such charge will be in addition to the line haul charge.

ITEM 500

DETENTION - VEHICLES WITH POWER UNITS

APPLICATION:

Detention - vehicles with power units - This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 - General provisions -

- (a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the provisions of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.
- (b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.
- (c) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.
- (d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A)
NOTE A - At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.
- (e) When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.
- (f) Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2 - Definitions - The following general definitions will apply when the below terms are used in this item:

- (a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.
- (b) "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.
- (c) "Unloading" includes:
 - 1. Surrender of the Bill of Lading to the carrier on shipments billed "To Order".
 - 2. Payment of lawful charge to the carrier when required prior to delivery of the shipment.
 - 3. Notification to the carrier that vehicle is unloaded, and
 - 4. Signing of the delivery receipt.
- (d) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.
- (f) "Normal nonworking periods" mean meal, coffee, and rest breaks.
- (g) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3 - Computation of time -

(a) Commencement and terminations:

- 1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
- 2. Time shall end upon completion of loading or unloading except as provided for in

paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

(b) Prearranged scheduling:

1. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them for carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.
3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(c) Conditions governing the computation of time:

1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
2. When loading or unloading is not completed at the end of the normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:
 - (i) to request that the vehicle without power remain at its premises subject to the provisions of Section 4(d); or
 - (ii) to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.
3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4 - Free time -

- (a) Free time in minutes per vehicle stop shall be 20 minutes.
- (b) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 1. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed.
 2. If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- (c) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (d) Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5 - Charges -

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$36.09. For each additional 30 minutes or fraction thereof, the charge will be \$18.05.

ITEM 501

DETENTION - VEHICLES WITHOUT POWER UNITS

APPLICATION:

Detention - vehicles without power units - spotting or dropping trailers - (See Note A)

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

NOTE A - For the purposes of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

SECTION 1 -General provisions -

- (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of Lading must show "Shipper Load and count."
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
- (e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.
- (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
- (g) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than the carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

SECTION 2 - Definitions - The following general definitions will apply when the below terms are used in this item:

- (a) "Vehicle" means tractor-trailer combinations used for the transportation of property where:
 - 1. "Trailer" means a mobile unit with or without wheels, used to transport property and,
 - 2. "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
- (b) "Loading" includes:
 - 1. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
 - 2. Notification to the carrier that the vehicle is loaded and ready for forwarding.
- (c) "Unloading" includes:
 - 1. Surrender of the Bill of Lading to the carrier on shipments billed "To Order."
 - 2. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
 - 3. Notification to the carrier that vehicle is unloaded and ready for forwarding, and
 - 4. Signing of delivery receipt.
- (d) "Premises" means entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.
- (f) "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other

designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

SECTION 3 - Computation of free time -

(a) Commencement of spotting and free time:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
2. When any portion of the 24 hour free time extends into a Saturday, Sunday, or holiday (national, State, or municipal), the computation of time for such portion shall resume at 12:01 A.M. on the next day which is neither a Saturday, Sunday, or holiday.
3. Free time shall not begin on a Saturday, Sunday, or holiday (national, State, or municipal), but at 8:00 A.M. on the next day which is neither a Saturday, Sunday, or holiday.
4. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until after free time for unloading has elapsed.

(b) Termination of spotting and notification:

1. Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

(b) Termination of spotting and notification: (Continued)

2. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

(c) Prearranged scheduling:

1. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
2. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

SECTION 4 - Charges -

- (a) General detention charges: After the expiration of free time as provided in Section 3(a) of this item, charges for detaining a trailer will be assessed as follows:

	Charge
1. For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$50.76
2. For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$69.93
3. For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)	\$101.51

- (b) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500.
- (c) Strike interference charge: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$50.76 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

ITEM 502

DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS

This item applies when carrier's vehicles with power units 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:

SECTION 1 - GENERAL PROVISIONS:

1. This item applies only to vehicles which have been ordered or used to transport shipments:
Subject to rates having a stated minimum weight of less than 10,000 lbs. not subject to Item 470 (Exclusive Use of Vehicle Service) or Item 390 (Capacity Load Provisions).
2. When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
3. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than such carrier's normal business hours.
4. When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for the loading shall not begin until free time for unloading has expired.
5. 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 to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply. In such event detention charges as provided in Section 5 of this item will immediately become applicable.
6. When the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
 - (a) Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 (2) will apply.
 - (b) Consignor or consignee may request that the vehicle with power be returned to carrier's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage as provided in Item 910. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

SECTION 2 - DEFINITIONS:

"LOADING" - Includes the furnishing to the carrier the bill of lading of forwarding directions or documents necessary for forwarding of the shipment.

"UNLOADING" - Includes:

- (a) Surrender to the carrier of bill of lading on shipments billed "To Order".
- (b) Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- (c) Notification to the carrier that vehicle is unloaded.
- (d) Signing delivery receipt when delivering carrier's agent is present at unloading.

SECTION 3 - COMPUTATION OF TIME:

1. Except as provided in Paragraphs 2 and 3, 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. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.
2. Computation of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:
 - (a) When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.
 - (b) When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.

SECTION 3 - COMPUTATION OF TIME: (Continued)

3. When carrier is permitted to work before or after the normal day, such working time shall also be included.
4. When consignor tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment subject to a maximum of 60 minutes additional free time.
5. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment. Where single or multiple LTL or AQ shipments subject to LTL or AQ rates exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 4 - FREE TIME:

1. Free time shall be as follows:

Actual Weight in Pounds Per Vehicle Stop	Free Time in Minutes Per Vehicle Stop
Less than 2,500	30
2,500 but less than 5,000	60
5,000 but less than 7,500	90
7,500 but less than 10,000.	120
10,000 but less than 20,000	180
20,000 or more	240

2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:
 - (a) If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charge for vehicle without power will be applied immediately with no further free time allowed.
 - (b) If the change is requested and made after expiration of free time for vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the charge was requested. In addition thereto, vehicle will immediately be placed in detention for vehicle without power with no further free time allowed.
3. Free time will be computed on the total number of shipments and their combined weight on the vehicle, regardless of origin or destination. Where any shipment on the vehicle is subject to a similar rule providing greater total free time for the vehicle than here provided, such greater free time will apply. When free time is exceeded, detention charges on the vehicle will be determined by the application of the lowest detention charge governing any shipment on the vehicle.

SECTION 5 - 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 \$18.05.
2. The amounts 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 line-haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

ITEM 560

EXTRA LABOR - LOADING OR UNLOADING

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used:
\$65.00 per hour, rounded up to the next whole hour.

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed against the consignor (See Note 1) if the extra labor is used for loading and against the consignee (See Notes 2 and 3) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

2. Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
 - (a) Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
 - (b) Identification of vehicle tendered for loading or unloading.
 - (c) Number of extra men used and the number of hours or days each such man was used.
3. The provisions of this item will not apply on Sundays and Holidays. On such days apply the charges provided in Item 754 (Pickup or delivery Service - Sundays or Holidays).
4. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

NOTE 1 - Consignor, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2 - Consignee, as used in this item, means the party to whom the carrier is required, by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated by the bill of lading.

NOTE 3 - Charges for extra labor or unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

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

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier. (See Note 1)

Service provided under this item will be assessed a charge of:

CENTS PER 100 POUNDS	MINIMUM CHARGE PER SHIPMENT (IN CENTS)
250	5000

When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

ITEM 568

HEAVY OR BULKY ARTICLES, LOADING OR UNLOADING
(Exception to NMFC Item 568)

- (a) The provisions of NMFC Item 568 will not apply. For provisions to apply, see Item 750 (Pickup and Delivery) and paragraph (b) below.
- (b) Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks and tackle for the loading or unloading of heavy articles, and men to operate such special equipment and assume responsibility for safe loading and unloading.

ITEM 570

IMPRACTICABLE OPERATIONS

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 conditions 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.

ITEM 578

LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following additional provisions:

1. At the time of shipment, the consignor must endorse on the Bill of Lading and Shipping Order the notation "Consignor load and count and/or consignee must unload" the shipment, as the case may be.
2. The complete loading and/or unloading service, as the case may be, of the freight, including the count thereof must be performed by the shipper and/or consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.
3. (a) The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect and make shipments secure for transportation, must be furnished and installed by and at the expense of the consignor.
(b) The complete unloading service means that the consignee must count and remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In the event the shipment is stopped-off for partial loading or partial unloading the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting, as the case may be.
6. If the consignor fails to comply with the requirements of paragraph 1 herein, or if for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting, or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading and counting, the rate will not apply and rates otherwise published will be assessed.

ITEM 580

MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS (See Note 1)
(Exception to NMFC Item 580)

PART 1

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

\$1.69 per package or piece of freight on which the marking or tag is changed or altered,
subject to a minimum charge of \$21.40 per shipment.

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

PART 2

1. Shipments of commodities as described in Note 2, may be accepted without being stenciled or otherwise marked with the name and address of the consignee, if in lieu thereof each package in the shipment is code marked by numbers subject to the following conditions:
 - (a) Numbers must be not less than 3/4 inch high.
 - (b) Numbers must appear prominently on all sides, top and bottom of each package.
 - (c) Numbers must be legibly and durable machine-printed on each package.
2. In addition to the normal requirements, bill of lading covering such code marked shipments must show the number of packages of each coded commodity, the code number and the applicable bill of lading description.
3. An extra copy of the bill of lading must be submitted with each shipment.
4. Nothing in Paragraphs 1, 2 or 3 above shall be construed as changing the requirements of NMFC Item 580 for the stenciling or otherwise marking of each package in a shipment with the name and address of the shipper.

NOTE 1 - PART 1 will not apply on shipments reconsigned or diverted. On such shipments, apply provisions of Item 820.

NOTE 2 - Where reference is made hereto in PART 2 the commodities are as follows:

FOODSTUFFS GROUP, AND RELATED ARTICLES, VIZ.:

Baking Powder.

Beverage Preparations, NOI, dry.

Bluing, Laundry.

Cereal Food Preparations, Cooked, Viz.:

Bran.

Confection Coated.

Flaked or Shredded, NOI.

Granulated.

Puffed, NOI.

Rice, rolled.

Chocolate Candy.

Chocolate, not confectionery.

Cocoa.

Cocoa Compounds.

Cocoa Paste.

Cocoanut, prepared.

Coffee Extract (Instant).

Coffee, roasted.

Coffee, Substitutes.

Confectionery, NOI.

Dessert Preparations, NOI.

Feed, animal, meat.

Feed, animal, prepared, NOI.

Flour, edible, NOI.

Flour, Grain.

Fruit Tarts (Bakery Goods).
Gelatin , NOI.
Gravy.
Milk, Powdered.
Milk food, other than liquid.
Milk Substitutes, dry.
Pads, Scouring, with or without soap.
Pectin.
Potatoes, cooked.
Rice, cleaned.
Rice, dry, with seasoning and dry vegetable or other dry ingredients.
Salad Dressing.
Salad Dressing Preparations, dry.
Scourers, Pot, NOI.
Soup Ingredients (Soup Mix).
Soups.
Spaghetti Sauce Mix, dry.
Starch, liquid.
Syrup, not medicated, NOI.
Table Sauces, NOI.
Tapioca.
Tea.
Tea, extract of (instant) dry.
Wax, laundry compound.

ITEM 640**MIXED SHIPMENTS**

On a mixed shipment consisting of two or more commodities subject to difference rates, the charge for each commodity shall be at the respective rate applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated commodity in the shipment.

Where articles in the shipment are subject to more than one minimum charge, the highest of such minimum charges shall apply.

When rates or ratings contain a provision that a certain article or articles may not exceed a certain weight or percentage of weight and a shipment exceeds the amount authorized, such excess will be charged for as a separate shipment (See Note 1). When the articles subject to a weight limitation are differently rated, the lower rated articles may be used to make up the amount of weight allowed and the higher rated articles will be considered as excess. The excess weight may not be used to make up a minimum weight.

NOTE 1 - The rate to apply will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

ITEM 647**NOTIFICATION PRIOR TO DELIVERY**

When carrier is requested to give telephone or written notice of arrival, a charge of \$15.00 will be assessed.

When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments, and on collect shipments this charge is to be billed to the consignee. When requested by the consignee, this charge is to be billed to the consignee regardless of the whether the freight charges are prepaid or collect.

ITEM 710

PALLETS, PLATFORMS OR SKIDS (Exception to NMFC Item 995, Section 1)

The provisions of Sec. 1. NMFC Item 995, will apply, except, when a shipment of 20,000 lbs. or more is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, platforms or skids, (See Note 3) no charge will be made for the transportation of pallets, platforms or skids, (See Notes 1, 2, 4 and 5) provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at time of shipment, and provided further that when the entire shipment is not loaded on pallets, platforms or skids (See Note 3), shipper specifies separately the weight of those articles which are not loaded on pallets, platforms or skids.

When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the load to the pallets, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.

In no case, after deducting the weight of the pallets, platforms or skids, to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At request of carrier, shipper will double-deck in loading.

NOTE 1 - The total weight of the pallet, platforms or skids, transported without charge will not exceed 2,500 pounds per shipment.

NOTE 2 - The weight of the pallets, platforms or skids in excess of the amount transported without charge under the provisions of Note 1 herein will be charged for as follows:

- (a) Straight Shipments - At the rate applicable to the article being transported thereon.
- (b) Mixed Shipments - At the highest rate applicable to any palletized article in the shipment.

NOTE 3 - This item will not apply unless at least 90 per cent of the shipment's weight. (Exclusive of pallet, platform or skid weight) is loaded on pallets, platforms or skids.

NOTE 4 - The provisions of this item do not apply on freight which is loaded on pallets; platforms; racks, shipping, NOI; or skids, as described in NMFC Item 150390, Subs 1, 2 or 3.

NOTE 5 - The provisions of this item apply only on shipments loaded by the shipper and unloaded by the consignee as provided in item 578 herein.

ITEM 711**PALLET INTERCHANGE**

Carrier having equipped certain vehicles with pallets will furnish such vehicles, when available, upon request. Pallets so constituting part of the standard equipment, of the carrier's vehicle, may be removed by consignor, provided such consignor replaces in the vehicles a like number of pallets of identical size and construction, underload; or may be removed by consignee provided such consignee replaces in the vehicle a like number of pallets of identical size and construction, loaded or empty.

Pallets so replaced on vehicle will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

ITEM 750

PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours, at one site, subject to the following provisions:

1. PLACEMENT OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

2. PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

3. LOADING BY CARRIER: (See Note 2)

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See Note 1). (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper or any other employee except as otherwise provided.

4. UNLOADING BY CARRIER: (See Note 2 and exceptions)

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note 1). (See Item 566 for handling freight not adjacent to the vehicle). Carrier will furnish only one employee per vehicle for unloading whether it be the driver, helper or any other employee except as provided in item 560 (extra labor).

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See Notes 2 and 5)

(a) Loading or unloading service does not include assembling, packing, unpacking dismantling, inspecting, sorting or segregating freight.

(b) Except as otherwise provided, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two wheeled hand trucks), winches, cranes, jacks, blocks or falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note 2)

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

7. WAIVER OR DELIVERY RECEIPT:

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours, at one site, subject to the following provisions: (Continued)

8. HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING: (See Notes 3 and 4)

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:

(a) Weight 110 lbs. or less, the carrier will perform the loading and/or unloading.

(b) Weights more than 110 lbs. but less than 500 lbs.:

1. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, a platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension - See Paragraph (b) 2 and (d). When the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

2. The carrier will perform the loading and/or unloading where the consignor and/or consignee provided a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (i) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (ii) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

(c) Weighs 500 lbs. or more the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) Exceeds 8 feet in its greatest dimension or exceeds 4 feet in its greatest and intermediate dimension, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2 of this item.

9. When Beaver Express makes a pickup or delivery at any non-commercial or private location, including, but not limited to commercial establishments or businesses that are not open to the walk-in public during normal business hours, hotels, apartments, camps, churches, schools and other similar locations, a fee of \$5 per cwt, subject to a minimum charge of fifty dollars (\$50.00) will apply.

10. When Beaver Express makes a pickup or delivery at a construction site, utility, mine, prison, government location, country club, ranch, park, resort, mini-storage, lodge, farm, ranch, golf course, forest or 'remote' site, and other similar locations, a fee of \$3 per cwt, subject to a minimum charge of sixty dollars (\$60.00) will apply.

NOTE 1

(a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.

(b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

(c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.

(d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designed spaces will be considered immediately adjacent to such parking space.

NOTE 2

(a) Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.

(b) Unloading, by definition in this item includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 3

(a) Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.

(b) Unloading, by definition in this item includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 4

The provisions of NMFC Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.

NOTE 5

The provisions of Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids or slip sheets.

ITEM 751

INSIDE DELIVERY SERVICE

When inside delivery service is performed the charge, in addition to all other lawful charges, will be 525 cents per 100 pounds subject to a minimum charge of \$45.00 and a maximum charge of \$419.55.

ITEM 753

PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS

- A. Pickup or Delivery services for movements to or from private residences or camps (other than military) will be assessed a charge of 500 cents per 100 pounds subject to a minimum charge of 5000 cents.
- B. The term "private residences" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk in public during normal business hours.

ITEM 754

PICKUP OR DELIVERY SERVICE - SUNDAYS OR HOLIDAYS

1. When consignor or consignee requests carrier to pick up or deliver freight on Sundays or holidays, such service will be subject to a charge of 5580 cents per man per hour or fraction thereof, minimum charge of 47010 cents per man per day. Such charge shall be in addition to all other applicable charges.
2. Time shall be computed upon notifications of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Consignor or consignee may request carrier to place or pickup an empty trailer (vehicles without power units) on Sundays or holidays even though the actual pickup and/or delivery of freight may occur on a day other than Sundays or Holidays the charge for this will be 44659 cents per man per day, or fraction thereof.
4. The carrier is not obligated to furnish pickup or delivery service on Sundays or Holidays. If a delivery date is specified on the bill of lading and shipping order and it is a Sunday or a Holiday, such document must also indicate that the date is in fact a Sunday or Holiday.
5. 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.

ITEM 780

LIMITS OF LIABILITY

(Subject to Notes 1, 2 & 3)

Part A: Cargo Loss & Damage Claims

BEAVER EXPRESS SERVICE, LLC will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein.

BEAVER EXPRESS SERVICE, LLC will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155.

Section 1 - Liability Limitations

1. Except as otherwise specifically provided, in the event of loss of and/or damage to any shipment, BEAVER EXPRESS SERVICE, LLC's liability will not exceed the lesser of the actual value of the article(s) or the released value provided in STB NMF 100 Series (Note 3).
2. Shipments weighing from 1 to 200 pounds (applicable to small package express rate shipments to direct points only):

Except as otherwise provided, rates named in this tariff are based upon a declared or released value not to exceed \$50 for any shipment of 100 pounds or less, or 50 cents per pound for shipments weighing more than 100 pounds unless a greater value is declared and the value charges are paid. For an additional 65 cents per \$100 of value in excess of the initial maximum liability, Beaver Express Service, LLC will assume additional liability in excess of the value limits above, subject to a maximum of \$25,000.00 per shipment.

3. Shipments weighing 201 or more pounds:
 - A. \$10.00 per pound per package
 - B. Maximum liability \$25.00 per pound per package, not to exceed \$100,000 per shipment
 - C. Any general statutory or regulatory cargo liability limitations

Section 2 - Optional Excess Liability Coverage for shipment weighing 201 or more pounds:

Shipper may request BEAVER EXPRESS SERVICE, LLC provide liability coverage in excess of \$10.00 per pound per package, up to a maximum of \$25.00 per pound per package, subject to a maximum of \$100,000.00 per shipment, by indicating in writing on the bill of lading at time of shipment the total dollar amount of excess coverage requested (See EXAMPLE). Excess coverage will be applied on a per pound per package basis. However, excess liability coverage will not apply on:

1. Articles specifically named in Section 1 of Item 780 herein.
2. Articles with a stated value on the bill of lading at time of shipment that exceeds the applicable released value of the articles as provided in STB NMF 100 Series.
3. Articles named in STB NMF 100 Series that provide a class specifically at

released or declared value higher than \$25 per pound.

4. Any amount that exceeds the actual value of the goods.

BEAVER EXPRESS SERVICE, LLC will assess an additional charge of \$0.65 cents per each \$100 value in excess of the initial maximum liability, subject to minimum excess coverage charge of \$32.00. Such charge is in addition to all other lawful freight charges. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

EXAMPLE: Shipper requesting \$10,000 additional excess coverage would enter on the bill of lading as follows:

"\$10,000 excess liability coverage requested"

- Or -

"Excess liability coverage requested: \$10,000."

Note: A statement of value without an express request for excess liability coverage will not increase BEAVER EXPRESS SERVICE, LLC's liability, and charges for excess liability coverage will not be assessed.

Section 3 - Liability--Other Than New Commodities

All commodities, other than new, when accepted and transported by BEAVER EXPRESS SERVICE, LLC will be subject to a maximum liability of \$0.10 per pound per package.

Failure of the shipper to declare that commodity is "other than new" shall not alter the application of this item.

Note 1 - The term "package," as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, BEAVER EXPRESS SERVICE, LLC's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the applicable per pound per piece liability as set forth herein and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 2 - The provisions of this item will also apply on export or import shipments.

Note 3 - Where the shipper fails to notate a released value on the original bill of lading and an article(s) is rated at the class provided for the lowest released value, BEAVER EXPRESS SERVICE, LLC's liability may not exceed the value resulting from such released value, subject to all other liability limitations herein.

Note 4 - Beaver Express Service limits our liability on shipments consisting of goods and merchandise purchased over the Internet from companies including but not limited to Amazon, eBay, and others to \$0.50 per pound.

Part B: Incidental or Consequential Damages

BEAVER EXPRESS SERVICE, LLC SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER COSTS, FEES, OR CHARGES OF ANY KIND ARISING FROM ANY CLAIMS FILED

HEREUNDER, WHETHER DISCLOSED OR NOT.

ITEM 781

**LIABILITY LIMITS – PROHIBITED OR RESTRICTED COMMODITIES
(subject to Notes 1-6)**

Section 1. PROHIBITED COMMODITIES:

The following commodities will not be accepted for shipment, nor as premiums accompanying other commodities. If any of the commodities, as described in the list below, are inadvertently accepted they shall be subject to a maximum liability of \$0.10 per pound per piece in the event of loss or damage to any shipment.

1. Alcoholic beverages (including beer, wine and liquor)
2. Animals, live, domestic or wild (including poultry, rabbits and pets)
3. Articles of Extraordinary Value
4. Articles that, in the judgment or carrier, are objectionable or contaminating to other cargo
5. Articles, or parts thereof, the transportation of which is prohibited in interstate, intrastate or international commerce, or the transportation of which into or out of a district, territory, state, or subdivision thereof is prohibited by the laws of such district, territory, state, or subdivision thereof
6. Asbestos, Friable (Crumbly)
7. Automobiles, Trucks, Trailers, Buses, and Chassis
8. Bank Bills
9. Biological Products or Diagnostic Specimens
10. Blood, Blood Related Components, and Blood Related Products, Items 24220 through 24280 or NMFC 100 Series
11. Carbon Black (unless packaged in metal drums)
12. Class 2.3 Poison Gas
13. Class 6.1 Poisons with Hazard Zone Designations (A, B, C or D), Inhalation Hazard
14. Class 7, Yellow Label Radioactive Materials
15. Coal, ground or pulverized
16. Coin, Monetary (See Note 1)
17. Coins
18. Collectibles
19. Corpses or Cremated Remains
20. Currency
21. Deeds
22. Division 1.1 Explosives
23. Division 1.2 Explosives
24. Division 1.3 Explosives

25. Drafts
26. Eggs, hatching
27. Elevated Temperature Products
28. EPA Designated Hazardous Waste
29. Furs
30. Granite, Marble or Stone in dimensions greater than 16" x 16" x 2". Headstones will be accepted.
31. Group of Miscellaneous Hazardous or Poisonous Materials: Etiological Agents/Infectious Substances, PCB's, materials containing Paraquat or Cyanide, Universal Waste (fluorescent light bulbs for recycling, etc.), Materials Forbidden by the Hazardous Materials Regulations.
32. Hazardous Wastes as designated by the EPA
33. Hides, green or wet
34. High Explosive Shells
35. Jewelry, all types including costume, novelty and other jewelry
36. Livestock
37. Meats, fresh, including poultry and rabbits dressed
38. Medical Waste
39. Milk, fresh
40. Original works of art or sculptures, including reproductions from an original, authenticated by the artist, limited editions (See Note 4)
41. Poisonous/Infectious Substances
42. Poultry or Pigeons, live (including birds, chickens, ducks, pheasants, turkeys, or other fowl)
43. Precious Metals or articles manufactured from them
44. Precious Stones
45. Radioactive Materials
46. Revenue Stamps
47. Silver Articles or Ware, Sterling
48. Single pieces or packages that, because of their height, length, width, or weight exceed the capability or freight containers (trailers)
49. Switchboards
50. Temperature Controlled Shipments – shipments requiring protection from heat or cold including protection from freezing or melting
51. Tickets, all types (such as lottery, toll, gaming and other tickets)
52. Valuable Papers of any kind
53. Vegetables, fresh

54. Vending Machines and ATM Machines

55. Transmissions and/or transmission cores, engines, and/or engine cores, with fluids or oils

Note: Shippers are instructed that regardless of statements expressed or placed on a Bill-Of-Lading by shipper relative to declared value, declared value pricing is not available for prohibited commodities.

SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN TEN (10) CENTS PER POUND ARE INSTRUCTED TO SELECT A DIFFERENT MEANS OF TRANSPORTATION.

Section 2. ACCEPTABLE COMMODITIES OF EXTRAORDINARY VALUE:

Except as provided in Section 1 above, commodities of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other commodities, providing the shipper requests that carrier assume additional liability in exchange for consideration as provided below:

(1) Commodities tendered in the US with an invoice value exceeding \$10.00 (US\$) per pound per piece will be considered to be of extraordinary value. Such commodities will not be accepted for transportation unless the shipper requests carrier to assume additional liability in exchange for a higher charge. Commodities inadvertently accepted with an invoice value exceeding \$10.00 (US\$) per pound per piece, but without additional liability assumption by carrier will be considered released by the shipper at \$10.00 (US\$) per pound per piece.

(2) In the event of loss of and/or damage to any shipment, carrier's liability for shipments will not exceed \$10.00 (US\$) per pound per piece, subject to a maximum liability of \$100,000.00 (US\$) per incident, unless the shipper has requested excess liability assumption. The "per incident" language means that the total pool of funds to be disbursed to multiple claimants relative to a single incident shall not exceed the maximum of \$100,000.00 (US\$). The total of all funds distributed relating to a single "incident" will never exceed the maximums stated herein.

(3) Excess Liability Assumption: If a shipper desires to tender a shipment requiring carrier liability in excess of \$10.00 (US\$) per pound per piece, shipper should see Item 783, paragraph (4) of this tariff for applicable charges. The maximum TOTAL LIABILITY ASSUMPTION available will be the lesser of (a) \$25.00 (US\$) or (b) \$100,000.00 (US\$) per incident whichever is lower. Total Carrier liability assumption is the sum of carrier's standard liability assumption plus any excess liability assumption.

Section 3. Freight Liable to Damage Other Freight or Equipment:

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

Note 1: Monetary coins will not be accepted as premiums with other commodities except as authorized in NMF 100, Item 310.

Note 2: United States Mail will be accepted when the consignor and consignee are United States Post Offices.

Note 3: Except antique furniture subject to NMF 100, Items 100240 and 100260 or numismatic exhibits subject to NMF 100, Item 63830

Note 4: Except pictures or painting subject to NMF 100, Item 100240, 100260, and 149420.

Note 5: The term piece as used in this item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carriers liability will be determined by separately multiplying the invoice value times the weight of each individual package lost or damaged and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 6: INCIDENTAL OR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CARRIER, ITS AFFILIATES OR ITS INTERLINE SERVICE PROVIDERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR LOST PROFITS.

ITEM 783

LINEAR FOOT RULE

Any single LTL shipment requiring 11 or more linear feet of a vehicle, across the usable width of the trailer, is subject to charges being based on the greater of the shipment's actual weight, or 500 pounds per linear foot with fractions rounded to the next linear foot. This item is applicable when the shipment requiring 11 or more linear feet meets one or both of the following conditions:

1) the quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 11 or more linear feet of a trailer across the usable width of the trailer; and/or

2) the shipper requests the shipment not be double stacked, top loaded or otherwise loaded to more efficiently use the linear feet of a trailer. In such cases, the linear feet occupied by the shipment shall be figured on the basis of the total linear feet used and loaded according to the shipper's request.

Shipments 20,000 pounds and up will be rated using the 10,000 pounds scale of rates.

11' = 5,500 pounds	12' = 6,000 pounds	13' = 6,500 pounds
14' = 7,000 pounds	15' = 7,500 pounds	16' = 8,000 pounds
17' = 8,500 pounds	18' = 9,000 pounds	19' = 9,500 pounds
20' = 10,000 pounds	21' = 10,500 pounds	22' = 11,000 pounds
23' = 11,500 pounds	24' = 12,000 pounds	25' = 12,500 pounds
26' = 13,000 pounds	27' = 13,500 pounds	28' = 14,000 pounds
29' = 14,500 pounds	30' = 15,000 pounds	31' = 15,500 pounds
32' = 16,000 pounds	33' = 16,500 pounds	34' = 17,000 pounds
35' = 17,500 pounds	36' = 18,000 pounds	37' = 18,500 pounds
38' = 19,000 pounds	39' = 19,500 pounds	40' = 20,000 pounds
41' = 20,500 pounds	42' = 21,000 pounds	43' = 21,500 pounds
44' = 22,000 pounds	45' = 22,500 pounds	46' = 23,000 pounds
47' = 23,500 pounds	48' = 24,000 pounds	49' = 24,500 pounds
50' = 25,000 pounds	51' = 25,500 pounds	52' = 26,000 pounds
53' = 26,500 pounds	54' = 27,000 pounds	55' = 27,500 pounds
56' = 28,000 pounds		

ITEM 784

PROOF OF DELIVERY CHARGE

When it is necessary to furnish a shipper with proof of delivery after shipment has been delivered, or when it is necessary to furnish a shipper or 3rd party auditing company with delivery receipt or bill of lading in order to affect payment of freight charges, a charge of \$4.00 shall apply in addition to all other lawfully filed charges.

ITEM 810**PROTECTIVE SERVICE – HEATER OR REFRIGERATOR**

Beaver Express Service, LLC does not offer protective service on traffic requiring heater or refrigeration service. Shipments tendered requiring this service will be handled only at shippers risk. If the Bill of Lading is inadvertently marked and signed with a "Protect from cold or heat" notation, this item will still apply.

ITEM 820

RECONSIGNMENT OR DIVERSION

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

1. DEFINITION OF RECONSIGNMENT OR DIVERSION:

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

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination points.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (See Note 4).
- (e) Instructions received by the originating carrier prior to receipt of shipment (See Note 5).

2. CONDITIONS:

- (a) Request for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or consign a shipment.
- (b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments may be reconsigned.
- (e) An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed or exchanged.
- (f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.
- (g) Marking or Tagging (See Note 6).

RECONSIGNMENT OR DIVERSION

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

3. CHARGES:

Reconsignment as defined in Paragraph 1 will be subject to the following:

If Reconsignment Results in a Charge : Destination And Reconsignment Note 2) Occurs: (See Note 7)	In the name of the consignor or consignee with no change in place of delivery	In the place of deliv- ery within original destination point (See Note 1)	In the Point (See
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CHARGES WILL BE

Prior to tender of delivery Published tariff	\$40.00 per shipment	\$40.00 per shipment	
to and from			rates
reconsignment			point,
but not			less
than the pub			lished
through			rate
from original			point
of origin to			
ultimate desti			nation
(See Notes			3 and
8)			
After tender of delivery Published tariff	\$40.00 per shipment	400 cents per 100 pounds	
to and from		\$40.00 min. charge	rates
reconsignment		per shipment	
but not		\$404.90 maximum chg.	point,
than the pub-		per vehicle if	less
through		more than one	lished
from original		vehicle used	rate
of origin			point
ultimate desti-			to
nation.			

NOTE 1 - Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:

1. Subject to the same line haul rate as the original destination point and;
2. Within the following mileages measured from the municipal limits of the original destination points:

<u>Population of Original Destination</u>	<u>Miles from Original Destination</u>
Less than 2,500	2
2,500 to 24,999	3
25,000 to 99,999	4
100,000 and over	5

3. If any portion of an incorporated municipality falls within the mileages shown, the entire municipality shall be included.

NOTE 2 - Includes points and places other than those defined NOTE 1.

NOTE 3 - If the change in destination points is requested and instructions are received in time to effect the request change at the origin terminal of the originating carrier the charge will be \$40.00 per shipment in addition to the applicable tariff rate from point of origin to new destination.

NOTE 4 - Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places determined by Note 1), for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin to relinquish possession thereof to a shipper or to another carrier at carrier's terminal such service if performed, will be subject to a charge of 406 cents per 100 pounds with a minimum charge of \$40.60 per shipment and a maximum charge of \$450.01 per shipment or \$450.01 per vehicle if more than one vehicle is used to transport the shipment.

NOTE 5 - Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accomplished by a through bill of lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefor (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$29.32 per shipment.

NOTE 6 - Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of Item 580 of NMFC or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for Marking or Tagging.

NOTE 7 - The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier received the request for reconsignment:

- (a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
- (b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

Thereafter, the provisions governing reconsignment "after tender of delivery" will apply.

NOTE 8 - When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of 259 cents per 100 pounds subject to a minimum charge of \$19.20 and a maximum charge of \$286.47 per shipment or \$286.47 per vehicle if more than one vehicle is used to transport the shipment.

ITEM 830

RE-DELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders or final delivery will be subject to the following provisions: (except as provided in Note 1)

(a) When one or more additional tenders of final delivery is made at the consignee's place the shipment will be subject to the following charges for each such tender and for the final delivery:

580 cents per 100 pounds;

\$45.00 minimum charge; (See Note 1)

\$400.00 maximum charge per shipment or per vehicle if more than one vehicle is used to transport the shipment.

(b) All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

NOTE 1 - On Order-Notify shipments, the minimum re-delivery charge shall be \$55.30.

ITEM 845

REFERENCE TO TARIFFS OR PORTIONS

Where reference is made to classifications, tariffs or portions thereof, such reference will include amendments to or successive issues of such classifications, tariffs or portions thereof.

ITEM 846**REISSUED MATTER, METHOD OF**

Matter brought forward without change from a supplement being cancelled into another supplement will be designated as reissued by the existence of a number enclosed in a box, bracket or parenthesis. The number represents the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

ITEM 850-5

REPORTING CHARGE ON PETROLEUM PRODUCTS

Each shipment, destined to points in the State of Louisiana containing petroleum products (named in Note 1) required to be reported by the Common Carrier to a State Commission will be subject to a reporting charge of 1131 cents in addition to all other applicable charges.

NOTE 1 - Petroleum products referred to are:

Petroleum Products, viz.:

Diesel Fuel

Fuel Oil

Gasoline

Jet Fuel

Kerosene

Tractor Fuel

ITEM 885

SINGLE SHIPMENT PICKUP CHARGES

A single shipment of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same consignor, or shipping agent will be subject to a charge of 1353 cents per shipment in addition to all other lawfully applicable charges. Carrier's driver will write or stamp "single shipment", "S/S", "single shpt.", "single", "ss", "only shipment" or "one shipment" on all bill of lading copies when such shipments are tendered.

ITEM 887-1

SORTING OF SHIPMENTS

A charge of \$.79 per piece, subject to a minimum of \$45 per shipment will be applied when Beaver Express is required to sort a shipment. Sorting is defined as practice requiring articles to be separated or selected as to grades, brands, sizes, colors, SKU's, flavors, marks, kinds, variety, class or order of articles, or special storage in vehicle, not necessary or required for the purpose of determining the legal classes or to identify the article separately for rating purposes. (See Note 1)

NOTE 1 - "Sorting" does not apply to the checking of shipments by the carrier to determine that the shipment tendered to it is correct as to the number of pieces, packages, bundles, or any other unit form of shipment, and where marking is shown as to consignee and delivery address that they coincide with those shown on the shipping order.

ITEM 890**SPECIAL SERVICE - POWER LIFT GATE SERVICE**

When a consignor or consignee requests and is furnished power lift gate service for pickup and/or delivery, the following charges will apply in addition to all other lawful and legal charges assessed against the shipment:

250 cents per 100 pounds;
5000 cents minimum charge and
19000 cents maximum charge.

ITEM 895

OVERLENGTH

A fee of \$35 for each piece that is in excess of 15' long as an Overlength fee.

ITEM 900

STOP-OFFS - PARTIAL LOADING OR PARTIAL UNLOADING

Except as otherwise specifically provided, shipments on which charges are paid on the basis of not less than 24,000 pounds, may be stopped for partial loading or for partial unloading subject to Parts 1 through 17 below:

PART 1 - SHIPPING INSTRUCTIONS:

Arrangements for any stop-off service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation. The Bill of Lading shall designate the point or points as well as any places therein, at which shipment is to be stopped for partial loading or for partial unloading, and shall specify the quantity, markings and descriptions of articles to be loaded or unloaded, also name and address of the party or parties authorized to accept freight to be unloaded or authorized to tender freight for loading at the point or place of stop-off, and billing agent shall show this information on freight bill. The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than billed consignee. Carrier's driver or other authorized agent shall make notation on freight bill, showing date, description, markings, quantity and weight of articles loaded or unloaded at point or place of stop-off.

PART 2 - STOPPING FOR PARTIAL LOADING:

Two stops will be permitted for the purpose of picking up a (the) component part(s) of a single shipment.

Both of these stops may be within the primary point of origin or one pick-up stop may be within primary point of origin and the other pick-up stop may be made at a point outside primary point of origin and intermediate to the point of destination provided such stop-off point is directly intermediate between such origin and destination points via the direct route over which operations are generally conducted.

PART 3 - STOPPING FOR PARTIAL UNLOADING:

- (a) Outside point of final destination (stopping enroute): Two stops in addition to the final delivery stop at which the last component part of the shipment is unloaded, may be made at points outside the point of final destination, either at same point or at separate points, provided such stop-off points are directly intermediate between the origin and destination points via the direct route over which the operations are generally conducted, OR
- (b) Within point of final destination (split deliveries): Three stops, in addition to the final delivery stop at which the last component part of this shipment is unloaded, may be made for partial unloading within the point of final destination, OR
- (c) One stop outside the point of final delivery as described in paragraph (a) and one stop, within point of final delivery as described in Paragraph (b), in addition to the final delivery stop at which the last component part of this shipment is unloaded, may be permitted, but total stops for partial unloading shall not exceed three.

PART 4 - RESTRICTION OF SERVICES:

- (a) A shipment stopped for partial loading may not also be stopped for partial unloading.
- (b) A shipment stopped for partial unloading may not also be stopped for partial loading.

PART 5 - USE OF SEPARATE VEHICLES:

Any portion of the shipment may be picked-up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stop-off point or points.

PART 6 - EXTENT OF STOP-OFF SERVICES: LIMITATIONS

The service of stopping for partial loading or stopping for partial unloading, will be limited at each of such stops, including the initial pick-up and final delivery stops, to one placement of the truck at one site at one place.

Except as otherwise specifically provided, shipments on which charges are paid on the basis of not less than 24,000 pounds, may be stopped for partial loading or for partial unloading subject to Parts 1 through 17 below: (Continued)

PART 7 - STOP-OFF CHARGES:

Except as otherwise provided a charge of \$112.78 will be made for each stop, except the initial stop at the primary point of origin and the final stop at point of final destination. Such charge will be in addition to any other charges applicable to the shipment. On mixed shipments containing commodities with which the stop-off charge is different, the stop-off charge will be the highest applicable to any articles in the mixed shipment.

PART 8 - NON-APPLICATION OF STOP-OFF CHARGE: LIMITATIONS

The stop-off charge provided herein will not apply on any shipment on which a stop-off charge is provided for the same service in any Tariff made subject to this Tariff.

PART 9 - ASSESSMENT OF FREIGHT CHARGES:

- (a) The per shipment line haul charge will be the applicable charge over the route of movement from primary point of origin to final destination; from primary point of origin to any stop-off point for partial unloading, or from any stop-off point for loading component parts of the shipment to final destination, whichever is the highest.
- (b) Charges will be based on the total weight of the shipment or the applicable minimum weight, whichever is greater.

PART 10 - PAYMENT OF CHARGES:

All freight charges on shipments stopped for partial loading or unloading must be prepaid.

PART 11 - COD AND ORDER NOTIFY SHIPMENTS:

The provisions of this item will not apply on "COD", "To Order", "Order-Notify", "Order Care of" shipment.

PART 12 - SECTION 7 OF BILL OF LADING PROVISIONS:

The provisions of this item will not apply on shipments on which Section 7 provisions of the Bill of Lading have been executed.

PART 13 - NO SUBSTITUTION:

The substitution of other property for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.

PART 14 - EXCLUSIVE USE OF VEHICLE:

The provisions of this item will not apply to shipments moving under the provisions of Item 470, Exclusive Use of Vehicle.

PART 15 - INCORPORATED CITIES, TOWNS OR VILLAGES, ETC.:

When a point of origin, a point of destination or a stop-off point is an incorporated city, town or village, or an unincorporated community or village, the terms "point of origin", "primary point of origin", "point of destination", "point of final destination", "stop-off point" or "point of stop-off" as used herein shall mean all of the acreage lying within the municipal limits or commercial zone of such incorporated city, town or village or all of the acreage lying within such unincorporated community or village and integral parts thereof.

PART 16 - FAILURE TO DELIVER STOP-OFF FREIGHT:

Where bill of lading requires stop-off to unload a component part of the shipment and carrier is unable, during the hours of 8:00 A.M. to 5:00 P.M., inclusive, to effect a delivery of such freight at the point or place of stop-off, that undelivered portion of such shipments shall then be subject to rules and regulations governing storage and redelivery of freight, to the extent that such services are applicable.

PART 17 - MARKING OR TAGGING:

Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each package or piece or any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

ITEM 910**STORAGE**

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately and subject to storage charges of one dollar and fifty cents (\$1.50) per hundred (100) pounds, or fifty dollars (\$50.00) per shipment whichever is greater.

Storage charges in the amount of one hundred dollars (\$100.00) on undelivered freight will begin at 7:00 A.M. on the first Business Day after notice of arrival has been given and storage charges will be increased by one dollar and fifty cents (\$1.50) per hundred (100) pounds, or twenty-five dollars (\$25.00) each succeeding calendar day, whichever is greater.

Such property may be kept in vehicle, warehouse, or place of business of Beaver Express subject to the tariff charge for storage and to Beaver Express's responsibility solely as warehouseman. Alternatively, at the option of Beaver Express, such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or if no such warehouse is available at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility at the owner's cost and held there without liability on the part of Beaver Express and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage in the event consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be transmitted to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions set forth herein.

Storage charges will end when Beaver Express is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or customs official.

ITEM 950

**TERMINAL CHARGES AT PORTS
TOLLAGE, WHARFAGE OR PORT TERMINAL CHARGES**

Unless otherwise provided, rates and charges do not include tollage, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb said charges.

ITEM 985**VEHICLES FURNISHED BUT NOT USED**

When carrier upon receipt of a request to pick up a truckload shipment, or to furnish a vehicle for expedited service, or for the exclusive use of a consignee, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier vehicle is not used, a charge of \$153.39 per day or fraction thereof, per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

ITEM 995

WEIGHTS - GROSS WEIGHTS AND DUNNAGE

(See Exception)

(Exceptions to NMFC Item 995)

- Sec. 1 - Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- Sec. 2 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, shall be excluded from the gross weight.
- Sec. 3 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:
- (a) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
 - (b) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$22.56 per hour or fraction thereof, for each man.
- Exception - See Item 710 for provisions covering shipments loaded on Pallets, Platforms or Skids.

ITEM 997

**PAYMENT OF FREIGHT CHARGES
DISCOUNT APPLICATION**

Except as otherwise provided, discounts apply only on shipments weighing less than 20,000 pounds.

All freight charges must be paid within 30 Days of carrier's invoice.

If freight charges have not been paid within 45 days of carrier's invoice, Beaver Express Service, LLC has the right to void all discount/contract applications.

The freight bill will then be corrected to remove any and all discount/contract provisions. The customer will then be billed for class rates (without discounts) as published in NMFC 100 and BEAV 550 series.

The customer then becomes responsible for all freight charges incurred without discount.

When Consignee, Shipper or the initially designated payor of the freight charges instructs Beaver Express to change the payment terms, and provided Beaver Express with a corrected BOL as such, a charge of \$5 will be assessed for the revised billing, in addition to all other applicable charges.

ITEM 998

FUEL SURCHARGE

All rates and charges published in this tariff or in BEAV's Private Tariffs, Contracts or Pricing Agreements making reference to this tariff (BEAV 125 Rules Tariff) as a governing tariff are hereby, or will on their effective dates, be increased as provided below, unless otherwise specifically stated.

In applying the provisions of this item, first determine the applicable net freight charges including all applicable increases and/or discounts, if any. The net freight charge so determined will be further subject to the surcharge provided.

The amount of the fuel surcharge will be determined by the weekly published U.S. DOE National Average Diesel Price per Gallon

The diesel fuel index announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding Monday based on the above referenced diesel prices.

DIESEL FUEL PRICE		FUEL SURCHARGE	DIESEL FUEL PRICE		FUEL SURCHARGE	DIESEL FUEL PRICE		FUEL SURCHARGE
FROM	TO		FROM	TO		FROM	TO	
1.31	1.349	4.50%	2.60	2.649	15.25%	3.90	3.949	28.25%
1.35	1.399	4.75%	2.65	2.699	15.75%	3.95	3.999	28.75%
1.40	1.449	5.00%	2.70	2.749	16.25%	4.00	4.049	29.25%
1.45	1.499	5.25%	2.75	2.799	16.75%	4.05	4.099	29.75%
1.50	1.549	5.50%	2.80	2.849	17.25%	4.10	4.149	30.25%
1.55	1.599	5.75%	2.85	2.899	17.75%	4.15	4.199	30.75%
1.60	1.649	6.00%	2.90	2.949	18.25%	4.20	4.249	31.25%
1.65	1.699	6.25%	2.95	2.999	18.75%	4.25	4.299	31.75%
1.70	1.749	6.50%	3.00	3.049	19.25%	4.30	4.349	32.25%
1.75	1.799	6.75%	3.05	3.099	19.75%	4.35	4.399	32.75%
1.80	1.849	7.25%	3.10	3.149	20.25%	4.40	4.449	33.25%
1.85	1.899	7.75%	3.15	3.199	20.75%	4.45	4.499	33.75%
1.90	1.949	8.25%	3.20	3.249	21.25%	4.50	4.549	34.25%
1.95	1.999	8.75%	3.25	3.299	21.75%	4.55	4.599	34.75%
2.00	2.049	9.25%	3.30	3.349	22.25%	4.60	4.649	35.25%
2.05	2.099	9.75%	3.35	3.399	22.75%	4.65	4.699	35.75%
2.10	2.149	10.25%	3.40	3.449	23.25%	4.70	4.749	36.25%
2.15	2.199	10.75%	3.45	3.499	23.75%	4.75	4.799	36.75%
2.20	2.249	11.25%	3.50	3.549	24.25%	4.80	4.849	37.25%
2.25	2.299	11.75%	3.55	3.599	24.75%	4.85	4.899	37.75%
2.30	2.349	12.25%	3.60	3.649	25.25%	4.90	4.949	38.25%
2.35	2.399	12.75%	3.65	3.699	25.75%	4.95	4.999	38.75%
2.40	2.449	13.25%	3.70	3.749	26.25%	5.00	5.049	39.25%

2.45	2.499	13.75%	3.75	3.799	26.75%	5.05	5.099	39.75%
2.50	2.549	14.25%	3.80	3.849	27.25%	5.10	5.149	40.25%
2.55	2.599	14.75%	3.85	3.899	27.75%	5.15	5.199	40.75%

NOTE – The fuel surcharge will increase .50% for every 5 cent increase in the DOE national average price.

NOTE A--Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

NOTE B--The term "NET FREIGHT CHARGES" referred to herein applies to all charges including accessorial charges

Effective date: July 1, 2010

ITEM 999

HAZARDOUS MATERIALS CHARGE

When handling of hazardous materials is performed, the charge, in addition to all other lawful charges, will be \$11.00 per bill of lading.

ITEM 99999

EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION
AQ.....	Any Quantity
BEAV	Beaver Express Service, LLC
CFR	Code of Federal Regulations
Co	Company
COD.....	Collect on Delivery
Col	Column
Concl'd	Concluded
Cont'd.....	Continued
Cou.	County
d/b/a	doing business as
DOE	Department of Energy
ICC.....	Interstate Commerce Commission
Incl	Inclusive
KD	Knocked Down
LTL.....	less than truckload
MF.....	Motor Freight
Min. wt	Minimum weight
MMFB	Middlewest Motor Freight Bureau, Agent.
MWB	Middlewest Motor Freight Bureau, Agent
NMF	National Motor Freight Traffic Association, Inc., Agent
NMFC	National Motor Freight Classification, as provided in Item 100
No	Number
NOI	NOI, as used in connection with an article or articles, includes only the articles which are embraced by the same NOI description in the governing classification.
Sec.....	Section
St	Street or Saint
STB.....	Surface Transportation Board
Sup	Supplement
Thru	through
TL.....	truckload
USC	United States Code
Via.....	By the way of
Viz.....	Namely
Vol.....	Volume
&	and
\$	dollar
¢.....	cents