

TARIFF TFCY 100-A



MC# 426943

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

APPLIES ON INTERSTATE, INTRASTATE, AND FOREIGN COMMERCE

EFFECTIVE February 01, 2015

ISSUED BY

**247 Express Logistics, Inc.
1851 North Southern Road
Kansas City, Missouri 64120**

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GOVERNING PUBLICATIONS

ITEM 100

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

CLASSIFICATION:

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

HAZARDOUS MATERIALS REGULATIONS:

U. S. D.O.T. CFR Title 49 Series

ZIP CODE DIRECTORY:

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

National Motor freight Traffic Association has assigned the Standard Carrier Alpha Code (SCAC) TFCY to 24/7 Express Logistics, Inc.

DEFINITIONS

ITEM 110

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

- (a) A **"Prepaid Shipment"** is one for which the charges for transportation services rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignor does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignee and become the consignee's responsibility for payment. Carrier may at its discretion cancel or reduce all applicable discounts applied to all shipments that have not been paid according to carrier payment terms.
- (b) A **"Collect Shipment"** is one for which the charges for transportation services, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee. Notwithstanding the consignee's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignee does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignor and become the consignor's responsibility for payment. Carrier may at its discretion cancel or reduce all applicable discounts applied to all shipments that have not been paid according to carrier payment terms.
- (c) A **"Third Party Payor Shipment"** is one for which the charges for transportation services, including accessorial charges rendered at the request of the consignor and/or consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services for/to consignors and/or consignees. Notwithstanding a third party's primary payment responsibility, both consignor and consignee remain liable for payment of the carrier's freight charges under the theory that all parties receive the benefit of the carrier's services. Thus, if the third party does not pay the charges within carrier's payment

terms for any reason, including insolvency, the charges may be reversed to the consignor or consignee or both in succession if either fails to pay. It is a recognized risk to consignors and consignees dealing with third parties that, should the third party fail to pay a valid freight bill, the consignors and consignees remain liable for payment to the carrier. This is the case even if the consignor or consignee has already forwarded payment to the third party and third party fails to pay carrier. Carrier may at its discretion cancel or reduce all applicable discounts applied to all shipments that have not been paid according to carrier payment terms.

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

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

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

- 3) **"Business Day" or "Business Hours"** means that time during which the carrier generally conducts operations where the service is performed. These terms do not include Weekends or Holidays.
- 4) **"Interstate Traffic"** means traffic between any place in a state and any place in another state, or between places in the same state through another state, whether such traffic moves wholly by motor vehicle or partly by motor vehicle and partly by rail, express or water.
- 5) **"Intrastate Traffic"** means traffic, moving from point of origin in one state to another point in the same state that does not move outside the state while in transit.

DISCLAIMER REGARDING UNWRITTEN CONTRACTS

ITEM 155

The rates and provisions named in this tariff and tariffs making reference to this tariff shall be applicable to all shipments and may not be negated or superseded by any claimed contract that is written or unwritten, promise, representation or indicated understanding between the parties unless such is in writing and signed by an authorized management representative of 24/7 Express Logistics (TFCY) Sales representatives are not authorized to amend or supersede this tariff without approval of an authorized management representative.

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

Note: This item has no application in connection with 24/7 Express Freight System's assessment of charges for providing additional services in the normal course of business. For example, if 24/7 Express Logistics performs a residential delivery service, then it has the right to bill and will bill the normal, published accessorial charge for providing the service. 24/7 Express Logistics is entitled to receive compensation for providing special services requested or required by shipper or consignee and will bill its published charges for such services whether or not shipper or consignee has authorized such charges in writing. Written authorizations for such charges are not required.

APPLICATION OF EXCEPTION CLASSES

ITEM 160

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

BUMPING CLAUSE - APPLICATION OF CLASSES

ITEM 171

(EXCEPTION TO ITEM 171 OF STB NMF 100 SERIES)

“Bumping” is the declaration on the original Bill-of-Lading of an artificially higher weight for the purpose of causing a higher density that allows the article, piece or shipment being “bumped” to qualify for a lower classification rating. **24/7 Express Logistics does not allow the bumping clause to be applied.**

APPLICATION OF RATES FROM OR TO UNNAMED POINTS

ITEM 175

- A. Shipments will not be accepted with the destination point shown as a Post Office Box (P.O. Box) on the bill of lading. The destination must be shown as a physical location to which the shipment can be delivered in normal truck service.
- B. When a shipment originates at a location in an unincorporated area or is destined to a location in an unincorporated area, rates from or to such points will be determined as follows:

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

LIMITATION OF CARRIER’S LIABILITY

ITEM 190

Except as otherwise provided herein, carrier’s maximum liability for goods lost or damaged in transit shall be limited to the actual value of the goods, not to exceed the maximum value per pound as outlined herein. The maximum value per pound shall be determined by the actual Class of the articles tendered for transportation, as published in the NMFC 100 series, or at an exception class, whichever is less, and will apply to the weight of the lost or damaged articles. In no case shall 24/7 Express Logistics liability for loss or damage to articles be greater than the amounts referenced below. The maximum liability shall never exceed \$100,000 per occurrence.

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

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

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

LIABILITY ON REFURBISHED OR USED ARTICLES

ITEM 196

Shipments of any used or refurbished articles will be accepted by 24/7 Express Logistics only when the entire shipment is released to a value not exceeding **\$0.10** per pound per article. If the shipper fails or declines to execute the released valuation statement or designates a value exceeding **\$0.10** per pound per article, the shipment will not be accepted. If the shipment is inadvertently accepted by 24/7 Express Logistics, the released valuation shall be **\$0.10** per pound per article and the shipment shall move from origin to destination at that released value.

APPLICATION OF RATES AND MINIMUM CHARGE – CUBIC CAPACITY AND DENSITY ITEM 210

ELIGIBLE SHIPMENTS:

- a. Any shipment which is greater than 600 cubic feet and has an average density of the shipment of less than six pounds per cubic foot.
- b. Two or more shipments tendered on the same day from the same shipper consigned to the same consignee at the same address will be considered a single shipment for the application of this rule.

RATES AND MINIMUM CHARGE:

Eligible shipments will be subject to a minimum charge as follows:

Multiply the total cubic feet by 6 pounds to get the calculated weight of the shipment. Then multiply the calculated weight by the current Class 100 rate from the applicable class tariff, including amendments to and reissues thereof, to get the Minimum Charge to be used in the application of this item. This Minimum Charge will then be subject to a maximum 50% discount.

CONDITIONS - AVERAGE DENSITY:

The average density is based on the total cubic feet of each packaged unit in the shipment. Cartons and/or pieces shrink-wrapped onto a pallet or banded to a pallet when tendered, will be considered a single packaged unit. The density is figured according to NMF 100 series, Item 110, Sections 8(a) and 8(b). An exception is packaged units described in paragraph below entitled 'packaging'. Trailer space for carrier or shipper loading of the carrier's trailer will not be used to determine the cube of the shipment.

FREIGHT BILL INFORMATION:

When this item has application, the carrier's freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge is assessed.

MAXIMUM CHARGE AND NON-APPLICATION OF THIS ITEM:

The charge for a shipment subject to the provisions of this item shall not be greater than the Minimum Charge for Capacity Loads as provided in Item 610 of this tariff, nor greater than the Trailer Load (TL) rates and charges per vehicle or trailer used.

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

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

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ITEM 345

ARRIVAL NOTICE:

- (1) Actual tender of delivery at consignee's place of business constitutes notice of the arrival of a shipment. All other notices of arrival shall be given in the manner described in paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.
- (2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at the destination terminal:
 - (a) Notice will be given by telephone, if convenient and practical; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to consignee the post office serving the point of destination shown on the B/L.
 - (c) In case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the 2nd business day after it is mailed.

UNDELIVERED FREIGHT:

- (1) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier is unable to locate the consignee, or if the delivery cannot be accomplished because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason.
- (2) Undelivered shipments will be subject to the applicable storage or detention charges.

BILLS OF LADING, FREIGHT BILL AND STATEMENT OF CHARGES

ITEM 360

REQUESTS FOR COPIES OF DOCUMENTS

1. Except as otherwise provided, carriers shall not furnish:

- (a) Bill-of-Lading sets that consist of more than an “Original”, a “Shipping Order”, and a “Memorandum” per shipment.
- (b) More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee’s memo copy, per shipment.
- (c) More than one original and one copy of its statement of transportation charges on its own standard form.

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

- (a) The return of any part of Bill-of-Lading sets or copies thereof, other than one shipper furnished copy (See Note 4), a charge of **\$4** for each such document or copy will be made or:
- (b) Copies of freight bills or statements of transportation charges in excess of the number specified in Paragraph 1 (b) and 1 (c) a charge of **\$4** for each such document or copy will be made or:
- (c) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, a charge of 35 cents per line of itemization, listing or description (or portion thereof) subject to a minimum charge of **\$4** per page, per copy, will be made or:
- (d) Any forms or copies of forms, other than those described in Paragraphs 2 (a) and 2 (b) to be submitted with freight bills or statements of charges, a charge of **\$4** for each such form or copy will be made or:
- (e) That information now shown on the shipping order at time of shipment be shown on freight bills or statements of charges, a charge of **\$4** per shipment will be made.
- (f) That proof of delivery furnished in any form, a charge of **\$4** for each such document or copy will be made.

3. Bills-of-Lading issued by carrier are subject to the following:

- (a) All rates, terms and conditions of the transportation service are subject to and governed by the carrier's rules, unless a written agreement separate from the Bill-of-Lading is signed by an authorized representative of carrier and by an authorized representative of customer.
- (b) Drivers and other non-authorized personnel are not authorized to negotiate rates and terms of service, including alterations to the Bill-of-Lading and its terms and conditions.
- (c) Bills-of-Lading other than the carrier's bill-of-lading, Uniform Straight Bill-of-Lading (as published in NMF 100 series), or shipper supplied Bill-of-Lading referring to classifications and tariffs applicable at the time of shipment, shall not be accepted. If carrier inadvertently accepts such Bill of Lading, the Bill of Lading shall serve the purpose of receipt for commodities and identification of delivery location only and shall not serve as a contract for carriage. The terms and conditions of the Uniform Straight Bill-of-Lading as published in NMF 100 series shall govern the movement of shipment.
- (d) Shipments are Collect unless otherwise marked. If neither "Prepaid" nor "Collect" is marked by consignor on the original BOL, shipment will be Collect.
- (e) The BOL contains Liability Limitation Election choices to allow consignor to request higher than standard levels of liability assumption by carrier in exchange for payment of an additional or higher than normal fee.
- (f) Carrier BOL does not contain "Section 7" language and does not allow "Section 7"

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

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

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

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

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

(a) Bank Payment Plans when documentations is limited to (1) deposit ticket(s) supplied by the bank; (2) supporting freight bills not in excess of the number set forth in Paragraph 1 or Note 3, the return of a copy of the Bill of Lading furnished by shipper.

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

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

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

NOTE 8: When validation of Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carriers to resubmit the Freight Bill for validation, a charge of **\$13** will be assessed for that service, except on shipments moving on U.S. Government Bills-of-Lading.

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

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

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

ITEM 364

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

When shipper (consignor) changes shipment terms from prepaid to collect or vice versa and a corrected bill of lading is issued **or** if a corrected Bill-of-Lading is issued for any other reason, a flat charge of **\$18** will apply. Carrier will reserve right to change charges after delivery. Rates and charges as originally applied, unless applied in error of published rates, will not be changed as a result of changing and invoice from prepaid to collect

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

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

PREPAID:

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

COLLECT:

Shipments subject to the provisions of this item will be accepted only when the consignee and/or third party has established credit with the carrier and consignee guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board. The non-recourse provisions of Section 7 of the bill of lading contract will be null and void on shipments tendered under the provisions of this item. Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.

ALL THIRD PARTY SHIPMENTS:

When consignor or consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment, an additional charge of **\$18** will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the party billed for the freight charges.

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

CLAIMS, LOSS AND DAMAGE

ITEM 385

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

COLLECT ON DELIVERY (COD) SHIPMENTS

ITEM 430

TFCY **DOES NOT** offer "Collect On Delivery" (COD) services

COLLECTION OF CHARGES - THIRD PARTY BILLING

ITEM 435

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

Third party billing will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission.

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

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

EXCLUSIVE USE OF VEHICLE

ITEM 470

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

- (a) Select the vehicle for the transportation of a shipment
- (b) Transfer the shipment to another vehicle

- (c) Load other freight on the same vehicle
- (d) Remove locks or seals applied to the vehicle

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

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

CUSTOMS OR IN-BOND FREIGHT

ITEM 480

TFCY **DOES NOT** offer this service at this time

DETENTION - VEHICLES WITH POWER UNITS

ITEM 500

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

GENERAL PROVISIONS:

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

COMPUTATION OF FREE TIME

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

FREE TIME

- (1) Free time per vehicle stop shall be as follows:

ACTUAL WEIGHT (In pounds)	FREE TIME (In minutes)
1 thru 1000	15
1,001 thru 2,500	30
2,501 thru 5,000	60
5,001 thru 10,000	90
	18

10,001 thru 20,000	120
20,001 thru 40,000	180
40,000 and over	240

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 **\$17.50** subject to a minimum charge of **\$51**.
- (2) The amount due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether the line haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges, and in the case of export shipments, the consignor will be responsible for the charges.

DETENTION - VEHICLES WITHOUT POWER UNITS

ITEM 502

This item applies when carrier's vehicle without power unit is delayed or detained either on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following:

GENERAL PROVISIONS

- (1) This item applies only to vehicles, which have been ordered to transport shipments subject to LTL, VOL or TL rates.
- (2) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier employee assists in loading or unloading or checking the freight, detention charges governing vehicles with power units will apply. When spotted for loading, the bill of lading must show "Shipper Load and Count".

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. When trailers are spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee. When trailers are spotted for loading, such time shall commence when the trailer is spotted at the site designated by the consignor.
- (2) When a trailer is both unloaded and reloaded, each transaction will be treated independently

of the other.

B. Termination of spotting and notification

- (1) Consignor or consignee shall notify carrier when loading or unloading has been completed and trailer is available for pick-up. The trailer will be deemed spotted and detention charges will accrue until such time as carrier receives notification. Notification by telephone, telegraph, Fax or mail shall be given. If notification is by telephone, carrier may require written confirmation.
- (2) When a spotted trailer is changed to a vehicle with a power unit at the request of the consignor or consignee the free time and detention charges will be applied as follows:
 - a) If the change is requested before the expiration of free time for a spotted trailer, free time will cease immediately and detention charges for vehicles with power units will immediately commence with no further free time allowed.
 - b) If the change is requested after the expiration of free time for a spotted trailer, detention charge 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.

CHARGES

After the expiration of free time as provided in Section 2-A of this item, charges for detaining a trailer will be assessed as follows:

- (1) For each of the first and second 24 hour periods or fraction thereof (except Saturdays, Sundays and Holidays) Charge: **\$41**
- (2) For each of the third and fourth 24 hour periods or fraction thereof (except Saturdays, Sundays and Holidays) Charge: **\$57**
- (3) For the fifth and each succeeding 24 hour periods or fraction thereof (except Saturdays, Sundays and Holidays) Charge: **\$81**

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 the line haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges. In the case of export shipments, the consignor will be responsible for the charges.

FORK LIFT SERVICE

ITEM 510

On any shipment that requires a fork-lift service for the handling at loading or unloading site (other than at carrier's terminal) the carrier will endeavor to arrange for the furnishing of such fork-lift equipment and will charge **\$90** per hour, or fraction thereof, for each fork-lift used. Charges shall be computed from the time the fork-lift equipment is put into actual use in loading or unloading, as the case may be, and shall run until the fork-lift equipment is terminated. Charges accruing under the provisions of this item must be prepaid or guaranteed to the satisfaction of the carrier.

LIFT GATE SERVICE

ITEM 520

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

(2) When 24/7 Express Logistics or its agents have the equipment to provide this service, the charge will be:

\$5 per 100 pounds,
\$65 Minimum Charge,
\$250 Maximum Charge

(3) When 24/7 Express Logistics or its agents do not have this equipment available at the point where the service is requested, they will, at their option, endeavor to obtain the use of such equipment by rental or from an outside source at a fair and equitable charge.

(4) The charges for this service shall be paid by the party for whom the service is performed or must be guaranteed by the shipper.

(5) Carrier is not obligated to perform such service when suitable vehicles equipped with lift gate devices are not available and it shall become incumbent upon the consignee to provide the necessary equipment or accessories to affect delivery. Service will only be rendered at such locations that are safe and accessible to the vehicle.

HAZARDOUS MATERIALS

ITEM 540

Hazardous materials means a substance or material, including a hazardous substance, hazardous waste, marine pollutant, or elevated temperature material which has been determined to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated and/or commodities described in the Hazardous Materials Regulations of the U.S. Federal Government's Department of Transportation and published in the Code of Federal Regulations (49 CFR). When freight contains commodities described in the Hazardous Materials Regulations as Hazardous, **24/7 Express Logistics does NOT handle Hazardous Materials; if such shipment is picked up advertently it will be returned back to the shipper**

EXTRA LABOR - LOADING OR UNLOADING

ITEM 560

Upon request, 24/7 Express Logistics will provide extra labor for loading or unloading of freight. The charge for such extra labor shall be **\$75** per hour subject to a minimum charge of **\$195**.

HOUSEHOLD GOODS, MILITARY BAGGAGE OR PERSONAL EFFECTS

ITEM 561

Shipments consisting of household goods, military baggage, or personal effects with crate dimensions of 84 inches by 48 inches by 84 inches and over shall be subject to a rating of class 250 which will not be subject to any FAK or exception class, and carriers liability shall be limited to 10 cents per pound.

INSIDE PICKUP OR DELIVERY

ITEM 566

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

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

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

Service provided under this item will be assessed a charge of **\$4.50** per 100 pounds, subject to

a minimum charge of **\$45** per shipment and a maximum charge of **\$350** per shipment. If request is to additional floors a flat fee of \$35.00 per floor will be assessed in addition to rate above.

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

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

IMPRACTICABLE OPERATIONS

ITEM 570

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

- (1) The condition of roads, streets, driveways, alleys or approaches thereto;
- (2) Inadequate loading or unloading facilities;
- (3) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

MARKING OR TAGGING FREIGHT

ITEM 580

Carrier will at the request of the shipper or consignee, change or alter, according to instructions, the markings or tags on any package or pieces of freight subject to a charge of **\$2.25** per package or piece of freight on which the markings or tags are changed or altered, subject to a minimum of **\$35** per shipment.

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

MINIMUM CHARGE

ITEM 610

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

Except as otherwise provided in tariffs or contracts, the absolute minimum charge for

Intrastate and Interstate shipments moving between points WHOLLY within each of the following states:

Intrastate

Arizona: \$110.00
California: \$110.00
Nevada: \$110.00

Interstate

Between CA & AZ (850-853): \$150.00
Between CA & AZ (854-865): \$150.67
Between CA & NV 890-891/894-895/897: \$150.13
Between AZ 850-853 & NV 890-891/894-895/897: \$150.13
Between AZ 854-865 & NV 890-891/894-895/897: \$160.67

MINIMUM CHARGE - CAPACITY LOADS

ITEM 615

- (1) When any straight or mixed shipment that is subject to LTL rates is tendered to the carrier and occupies the full visible capacity of a vehicle, the minimum charge for that quantity of freight loaded in or on each vehicle shall 36,000 pounds at the Class 50 10M scale rate and such minimum charge will not be subject to discount.
- (2) When a shipment is tendered which cannot be loaded in one vehicle the following will apply;
 - (a) Each vehicle loaded to capacity will be rated as a separate shipment and will be subject to the minimum charge provided in Paragraph (1) above.
 - (b) When the minimum charge in Paragraph (1) above is applicable to any vehicle in the tender, the charge for that portion of the shipment loaded into or on the last vehicle (not loaded to capacity) will be as a separate shipment.
- (3) The terms 'occupies the full visible capacity', 'loaded to capacity' or 'capacity load' refers to the extent each vehicle is loaded and means:
 - (a) That quantity of freight which, in the manner loaded so fills a vehicle that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; or
 - (b) The maximum quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of State or regulatory bodies.

- (4) The term 'vehicle' as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 28 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers, the combined length of the trailers must not exceed 56 feet measured along the center longitudinal line of each trailer floor. On the request of the shipper, the carrier shall endeavor to furnish the largest vehicle available. The shipper will have the right to refuse the vehicle offered, but once loading has begun, provisions of this item will apply.

Note 1: Two or more shipments tendered on the same day from the same shipper, consigned to the same consignee at the same address, will be considered a single shipment for the application of this rule.

NOTIFICATION PRIOR TO DELIVERY

ITEM 646

When it is necessary to make an appointment prior to delivery of a shipment, including private residences, **\$15** charge will be assessed. If after second attempt is made and no one acknowledges the call, then the shipment will be placed on hand and legal notice will be sent. Once placed on hand, the freight will become subject to storage fees in accordance to item 900.

OVER DIMENSION FREIGHT

ITEM 670

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

OVER LENGTH LTL FREIGHT

ITEM 674

Over-length LTL freight means LTL freight commodities or packaging that exceed 10 feet in length and is contingent upon carrier approval to accept over-length freight. All shipments containing such freight

will be subject to an additional charge of \$5.00 per foot for every foot or fraction thereof exceeding 10 feet and will be subject to a minimum charge of \$50.00. This charge will apply in addition to all other applicable charges.

LINEAR FOOT RULE

ITEM 675

Shipments that consume more space than 14 linear feet of a trailer, 600 cubic feet or 10,000lbs will be assessed a rate based on the following: \$.10 per lineal foot multiplied by the point to point mileage. The minimum charge is \$350.

Mileage to be determined by the most current version of the PC Miler using practical route miles.

If any article(s) or unit(s) is 50" or wider it is considered to consume the full width of the trailer.

If a shipment exceeds 1,000 lbs. per lineal foot, the resultant lineal footage will be determined by taking the weight of the shipment divided by 1,000. Example: A shipment weights 15,000 lbs. but takes up only 8 lineal feet of the trailer. The resultant lineal footage is 15. ($15,000 / 1,000 = 15$)

PAYMENT OF CHARGES

ITEM 720

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

(1) Credit Period: Unless otherwise provided, 24/7 Express Logistics credit period is **15 days** and begins on the day following presentation of the freight bill. It includes Saturdays, Sundays and legal holidays. Freight charges must be paid within the 15-day credit period. If payment is not made within the 15-day credit period, service charges will be applied.

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

(3) Remitting Payments: When remitting freight charges, payer must enclose with remittance, a statement advising which pro(s) payment pertains. Notwithstanding this requirement, payments may be allocated pursuant to provisions of paragraph (4) of this Item (directly below).

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

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

(5) Notification to Customers Regarding Service Charges: Pursuant to requirements in 49 CFR § 377.203 associated with the establishment of service charges, 24/7 Express Logistics does by this item establish service charges as described below and does hereby notify shippers of the following:

- (1) The only purpose of the service charges is to prevent a shipper who does not pay on time from having free use of funds due to the carrier.
- (2) 24/7 Express Logistics does not sanction payment delays; and,
- (3) Failure to pay within the authorized credit period will, despite this provision for service charges, continue to require 24/7 Express Logistics, before again extending credit, to determine in good faith whether customer will comply with the credit regulations in the future.

(6) Service Charges: When the payor of the freight charges fails to make payment within the applicable credit period, the following will be assessed on the day following the last day of the authorized credit period, on each unpaid freight bill, in addition to all other lawful, freight and accessorial charges as provided in applicable tariffs.

The greater of a charge of 50% of the unpaid balance or removal of the discount provided and subject to a minimum charge \$123

NOTE 1: This paragraph is only applicable to the nonpayment of original, separate and independent freight bills and does not apply to the aggregate balance due claims sought for a collection on any past shipments by a bankruptcy trustee, or any other person or agent.

NOTE 2: This paragraph shall not apply to instances of clerical or ministerial error such as non-receipt of carrier's freight bill, or a shipper's payment check lost in the mail, or a carrier mailing the freight bill to the wrong address.

NOTE 3: This paragraph shall not apply in any way to a charge for transportation service if the carrier's bill-of-lading independently provides that the shipper is liable for fees incurred by the carrier in collection of freight charges on that transportation service.

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

(a) For all unpaid charges on account of a shipment pursuant to the Bill-of-Lading Contract, tariff or other contract covering the shipment regardless of whether all parties are listed or “in privity” of the contract under which the shipment moved; and,

(b) To pay and/or indemnify carrier for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by carrier by reason of any violation of the shipment contract/tariff or any other default of the shipper, consignee or their agents.

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

(8) Offsetting Charges Not Allowed: Customer shall not offset from or delay the payment of lawfully established transportation charges due 24/7 Express Logistics as a result of any overcharge claim, charge-back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

PICKUP OR DELIVERY SERVICE - GENERAL

ITEM 750

Except as otherwise provided, rates in this tariff include one pickup and loading, and one tender for delivery and unloading of a shipment by the carrier during normal operating hours of 6 a.m. to 6 p.m. If after these hours the charges will be **\$75** per hour with 1 hour minimum. This will be for time to get to delivery or pickup and return to terminal.

(1) Placement of vehicle for loading or unloading:

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

(2) Loading by carrier:

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 the vehicle. Loading includes

stowing and counting of the freight in or on the carriers vehicle except where, by previous arrangement with the shipper, the freight is to be loaded and counted by the shipper and the bill of lading notated 'shipper's load and count'. (See Item 566 for handling freight at positions not immediately adjacent to vehicle).

(3) Unloading by carrier:

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle. (See Item 566 for handling freight at positions not immediately adjacent to vehicle).

(4) Restriction on loading or unloading by carrier:

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating of freight or furnishing by the carrier of rigging or special loading or unloading equipment.

(5) Loading by consignor or unloading by the consignee:

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 its own expense the loading or unloading of the shipment on or from the carrier's equipment.

(6) Waiver of delivery receipt:

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

PICKUP OR DELIVERY AT CONVENTIONS, EXHIBITIONS, FAIRS OR SHOWS ITEM 752

Pickup or delivery service at conventions, exhibitions, fairs or trade shows is not provided. If shipment is inadvertently accepted 24/7 Express is not liable for damages caused by delay in transit.

RESIDENTIAL PICKUP OR DELIVERY ITEM 753

The provisions of this item apply only when the shipper or the consignee of a shipment is located at a private residence, apartment, camp (other than military), church, country club,

estate, farm, hotel, inn, motel, ranch, construction sites, fairs or carnivals, prisons, reservations, rectory or school, hereafter referred to collectively as 'residential'.

- (1) Shipments requiring residential pick up or delivery will be assessed a charge of **\$5.00** per 100 pounds subject to a minimum charge of **\$60** and a maximum charge of **\$350** per shipment.
- (2) The charges in this item will not include the service of Notification Prior to Delivery.
- (3) The charges in this item will be prepaid or guaranteed by the consignor to the satisfaction of the carrier and will be in addition to all other legal and lawful charges EXCEPT will not apply **when charges in Item 752 are assessed.**

PICKUP AND DELIVERY - SUNDAYS AND HOLIDAYS

ITEM 754

- (1) The carrier is not obligated to furnish pickup or delivery service on Sundays or Holidays.
- (2) When the consignor or consignee requests carrier to pick up or deliver freight on Sundays or Holidays, and the carrier agrees to perform the requested service, such service will be subject to a charge of **\$80** per man per hour, or fraction thereof, minimum charge of **\$400** per man per day. Such charge shall be in addition to all other applicable charges.
- (3) Computation of the time shall commence upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt.
- (4) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

PICKUP AND DELIVERY - SATURDAYS

ITEM 755

- (1) The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays.
- (2) When consignor or consignee requests carrier to pickup or deliver freight on Saturday, and the carrier agrees to provide the requested service, such service will be subject to an additional charge of **\$80** per hour subject to a minimum charge of **\$240**. This will be calculated by time to get to delivery or pickup and return to terminal. Such charge shall be in addition to all other applicable charges.

shipment, in addition to all other applicable charges.

PICKUP OR DELIVERY SERVICE - ALCOHOL

ITEM 758

Except as otherwise specifically provided, shipments delivered to or picked up for movement of alcohol in states that require a permit will be charged a fee as required by the state. 24/7 Express Logistics will pass on this charge to the debtor of the freight. This permit charge will be in addition to all other applicable charges.

PRECEDENCE OF DISCOUNTS, ALLOWANCES AND EXCEPTIONS (FAK RATINGS) ITEM 765

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

PREPAYMENT OF CHARGES ON EXPORT SHIPMENTS

ITEM 770

All charges on shipments for export transported under rates named subject to this tariff must be prepaid, except where special arrangements have been made by shipper, owner, or consignee with the motor carrier to collect the motor freight charges at port of export. Motor carrier will not advance, collect nor be responsible for ocean charges. On all shipments, the full name and address of the shipper must be clearly shown on the applicable bill of lading and carried forward on the motor carrier freight bill for proper information to the ocean carrier.

PROHIBITED OR RESTRICTED ARTICLES

ITEM 780

Property of extraordinary value

- a. Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles: If accepted inadvertently, the maximum liability of \$1.00 per pound will apply.
 - Bank Bills
 - Currency
 - Deeds
 - Drafts
 - Revenue Stamps
 - Jewelry other than Costume or novelty
 - Letters, with or without Stamp affixed
 - Museum exhibits or Articles of antiquity
 - Stamps or coupons having Exchange value of any kind
 - Valuable collections or Collector's items
 - Valuable papers of any kind
 - Notes
 - Original works of art
 - Postage stamps
 - Precious Stones
- b. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.
- c. Electronic, mechanical or engineering apparatus of custom or single limited manufacture (one-of-a-kind) shall be deemed as having extraordinary value.

Freight liable to damage other freight or equipment

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

PROTECTIVE SERVICE

ITEM 810

24/7 Express Logistics does not provide protection from heat and/or cold. If shipment is inadvertently accepted, the maximum liability of \$0.10 per pound will apply.

RECONSIGNMENT OR DIVERSION

ITEM 820

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

charges:

If outside original delivery terminal service area the tariff or contract rate from origin point to reconsignment point plus tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area prior to tender of delivery a fee of **\$28.00** will be assessed. If within original terminal delivery area after tender of delivery a charge of **\$3.50** per cwt. subject to a **\$35.00** minimum will apply. If a change in consignee with no change in place of delivery a \$15.00 fee will be assessed as long as delivery was not attempted. In lieu of reconsignment the payor elects to have the shipment picked up at a terminal, a \$50.00 dock pickup handling fee will be assessed. This is in addition to other freight charges.

REDELIVERY

ITEM 830

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 and final delivery will be subject to the following provisions:

- (1) If one or more additional tenders, or final delivery of the shipment are made at consignee's place a charge of \$3.50 per 100 pounds subject to a minimum charge of \$35 and a maximum charge of \$150 per shipment or vehicle, will be made for each such tender and for final delivery.
- (2) If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of \$2.50 per 100 pounds, subject to a minimum charge of \$25 and a maximum charge of \$100 will be made.
- (3) All charges accruing under this rule must be paid or guaranteed by the party requesting redelivery, to the satisfaction of carrier.

REMOTE POINTS AREAS PICKUP OR DELIVERY SERVICE

ITEM 835

In addition to all other applicable charges, shipments originating from or destined to zip codes

listed in this Item shall be assessed an additional charge as indicated on the “ REMOTE POINTS DELIVERY CHARGE TABLE” below:

HIGH COST PICK-UP & DELIVERY AREA - REMOTE POINTS - ADDITIONAL CHARGES (835)

In addition to all other applicable charges, shipments originating from or destined to the following zip codes shall be assessed an additional charge of \$2.85 per hundred pounds, subject to a minimum charge of \$100.00:

92363	93546	95983	96105	96114	96122	96129
93514	95915	95984	96106	96117	96123	96130
93515	95923	96020	96107	96118	96124	96133
93529	95934	96068	96109	96119	96127	96135
93541	95947	96103	96113	96121	96128	96136

In addition to all other applicable charges, shipments originating from or destined to the following zip codes shall be assessed an additional charge of \$2.85 per hundred pounds, subject to a minimum charge of \$200.00:

92309	93512	93517	95971	96137
92338	93513	95956	95980	

In addition to all other applicable charges, shipments originating from or destined to the following zip codes shall be assessed an additional charge of \$4.25 per hundred pounds, subject to a minimum charge of \$175.00:

89409	89419	89428	89444	89496
89412	89420	89429	89445	92364
89415	89422	89430	89446	92366
89418	89427	89440	89447	93920

In addition to all other applicable charges, shipments originating from or destined to the following zip codes shall be assessed an additional charge of \$4.85 per hundred pounds, subject to a minimum charge of \$400.00:

93526

In addition to all other applicable charges, shipments originating from or destined to the following zip codes shall be assessed an additional charge of \$2.00 per hundred pounds, subject to a minimum charge of \$80.00:

94508	95412	95425	95441	95453	95464	95490
94562	95414	95426	95442	95456	95466	95493
94567	95417	95427	95443	95457	95468	95494
94576	95418	95432	95444	95458	95470	95497
94914	95420	95435	95445	95459	95481	
94920	95422	95436	95448	95460	95482	
94946	95423	95437	95449	95461	95485	
95410	95424	95439	95451	95463	95488	

In addition to all other applicable charges, shipments originating from or destined to the following Zip codes shall be assessed an additional charge of \$3.52 per hundred pounds, subject to a minimum charge of \$95.00:

94922	95503	95564	96041
94923	95511	95565	96046
94924	95514	95567	96047
94929	95518	95568	96048
94933	95519	95569	96050
94937	95521	95570	96051
94938	95524	95571	96052
94940	95525	95573	96057
94950	95526	95585	96058
94956	95527	95587	96062
94957	95528	95589	96063
94963	95531	95595	96064

94970	95532	95910	96065
94971	95534	95916	96067
94972	95536	95918	96070
94973	95537	95919	96073
94978	95538	96006	96075
95419	95540	96008	96078
95421	95542	96009	96079
95428	95543	96010	96084
95429	95545	96013	96087
95430	95546	96014	96088
95433	95547	96019	96089
95446	95548	96023	96090
95450	95549	96024	96091
95454	95550	96025	96093
95462	95551	96027	96094
95465	95552	96028	96095
95467	95553	96032	96096
95469	95554	96033	96097
95471	95555	96034	96101
95480	95556	96035	96104
95486	95558	96037	96108
95487	95559	96038	96110
95501	95560	96039	96112
95502	95562	96040	96134

RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS

ITEM 840

Undelivered shipments that are returned to the initial shipper will be subject to applicable rates and charges in effect from the point of return on the date of the return. Published FAK's may not apply. If the shipment is returned before leaving origin terminal, a charge of **\$3.50** per 100 pounds, subject to a minimum charge of **\$35** and a maximum charge of **\$150**, will be assessed.

SHRINK-WRAPPED PALLETS

ITEM 850

Shipments tendered to 24/7 Express Logistics on shrink-wrapped pallets and the driver is unable to count the pieces, shall be signed for as # shrink-wrapped pallets (SWP) said to contain (STC) # pieces. If delivered intact, shrink-wrap unbroken, 24/7 Express Logistics, shall assume no liability for loss or damage discovered at the time of delivery or after delivery has been performed

SEALING OF TRUCKS

ITEM 875

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

FUEL SURCHARGE

ITEM 880

Shown below are the fuel surcharge percentages that 24/7 Express Logistics will apply to net freight charges. The surcharges are based on the U.S. National Average Diesel Fuel Index published by the Energy Information Administration of the U.S. Department of Energy (DOE). It is updated and available after 4:00 PM Central Time each Monday by telephone at (202) 586-6966. The applicable surcharges become effective on the Tuesday immediately following each Monday unless Monday is a Holiday and then the fuel index is available from the DOE on Tuesday and 24/7 Express Freight System's surcharges become effective on the immediately following Wednesday.

Fuel Cost per Gallon in U.S. Dollars
FUEL SURCHARGE
Percent of TFCY's net revenue after discount

AT LEAST	LESS THAN	LTL	TL
1.00	1.30	10.00%	20.00%
1.30	1.35	10.50%	20.50%
1.35	1.40	11.00%	21.00%
1.40	1.45	11.50%	21.50%
1.45	1.50	12.00%	22.00%
1.50	1.55	12.50%	22.50%
1.55	1.60	13.00%	23.00%
1.60	1.65	13.50%	23.50%
1.65	1.70	14.00%	24.00%
1.70	1.75	14.50%	24.50%
1.75	1.80	15.00%	25.00%
1.80	1.85	15.50%	25.50%
1.85	1.90	16.00%	26.00%
1.90	1.95	16.50%	26.50%
1.95	2.00	17.00%	27.00%
2.00	2.05	17.50%	27.50%
2.05	2.10	18.00%	28.00%
2.10	2.15	18.50%	28.50%
2.15	2.20	19.00%	29.00%
2.20	2.25	19.50%	29.50%
2.25	2.30	20.00%	30.00%
2.30	2.35	20.50%	30.50%
2.35	2.40	21.00%	31.00%
2.40	2.45	21.50%	31.50%

2.45	2.50	22.00%	32.00%
2.50	2.55	22.50%	32.50%
2.55	2.60	23.00%	33.00%
2.60	2.65	23.50%	33.50%
2.65	2.70	24.00%	34.00%
2.70	2.75	24.50%	34.50%
2.75	2.80	25.00%	35.00%
2.80	2.85	25.50%	35.50%
2.85	2.90	26.00%	36.00%
2.90	2.95	26.50%	36.50%
2.95	3.00	27.00%	37.00%
3.00	3.05	27.50%	37.50%
3.05	3.10	28.00%	38.00%
3.10	3.15	28.50%	38.50%
3.15	3.20	29.00%	39.00%
3.20	3.25	29.50%	39.50%
3.25	3.30	30.00%	40.00%
3.30	3.35	30.50%	40.50%
3.35	3.40	31.00%	41.00%
3.40	3.45	31.50%	41.50%
3.45	3.50	32.00%	42.00%
3.50	3.55	32.50%	42.50%
3.55	3.60	33.00%	43.00%
3.60	3.65	33.50%	43.50%
3.65	3.70	34.00%	44.00%
3.70	3.75	34.50%	44.50%
3.75	3.80	35.00%	45.00%
3.80	3.85	35.50%	45.50%
3.85	3.90	36.00%	46.00%

3.90	3.95	36.50%	46.50%
3.95	4.00	37.00%	47.00%

Over **\$4.00** per gallon, for each **\$.05** cent increment the percentage of surcharge will be an additional **0.5%** on LTL and TL scales. LTL Fuel Surcharge is applicable on shipments weighing less than 20,000 pounds TL Fuel Surcharge is applicable on shipments weighing 20,000 pounds and over

SORTING AND SEGREGATING

ITEM 889

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

- a. Sorted by pieces not pallets
Shipments consisting of:

1 to 100 pieces	\$0.40 each
101 to 300 pieces	\$0.35 each
301 pieces & over	\$0.25 each
- b. Minimum Charge per shipment \$35.
- c. Maximum Charge per shipment \$250.

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

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

All shipments consigned to grocery warehouses and other like locations that require lumper service will be subject to an additional lumper fee. The charge assessed by the lumper service will be passed on to the party responsible for paying the freight charges.

SPOT QUOTE PRICING CONDITIONS

ITEM 890

Rules and Conditions:

(1) Consignor must write the Quote Number issued by Carrier on the original Bill-of-Lading for the Spot Pricing Quotation/Agreement to apply. If it is not written on the Bill-of-Lading, the quote will not apply and otherwise applicable rates will apply.

(2) Carrier's liability shall not exceed **\$1** per pound per piece subject to a maximum of **\$10,000** per incident.

(3) **Prorating:** If the actual shipment parameters (weight, pallets, and cube) exceed any of the stated parameters provided by the consignor in obtaining the quote, the additional amount of pallets, weight or trailer space will be prorated at whichever factor has the greatest effect on the charges. For example if consignor is quoted for one pallet, 5,000 pounds but actually ships two pallets 5,500 pounds, the rate quoted will be doubled (two pallets versus one produces the highest prorated charge) and shipment will be rated accordingly.

(4) The Pricing Quotation/Agreement is invalid and void if the actual shipment weighs 30,000 pounds or more and/or occupies 36 lineal feet of trailer space or more. In such cases, otherwise applicable rates will apply.

(5) Shipments moving under spot quotes/agreements will move when equipment is available and carrier is not committed to standard or fixed transit times. Transit time is not guaranteed and will depend solely on availability of equipment.

(6) Fuel surcharges will be applied at the rates in effect at the time of shipment pursuant to Item 880 of this tariff.

(7) Unless otherwise noted in specific quotations/agreements, carrier's normal rules and accessorial charges apply in their entirety. Any special and/or additional services beyond normal transportation services provided under these rules will be charged for at standard prevailing rates provided herein.

(8) Spot Pricing Quotations (Quote Numbers) are valid for 48 hours from the date issued and/or shown on any pricing agreement issued.

STORAGE

ITEM 900

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

Storage Charge: **\$1.50** per 100 pounds or fraction thereof per 24 hours or fraction thereof, Subject to a minimum charge of **\$17** per day, But in no event less than **\$45** per shipment.

2. Storage charges will be assessed beginning 7:00 A.M., the first business day after notice of arrival has been given, except no charges will be assessed when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
3. The term business day as used in this item means Monday through Friday, excluding Holidays.
4. Carrier's liability will be limited to that of a warehouseman. Carrier reserves the right to place the freight in a public warehouse.

TRANSFER OF LADING

ITEM 910

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

\$2.25 per cwt. Subject to a minimum charge of **\$225**

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

VEHICLE FURNISHED BUT NOT USED

ITEM 960

When carrier upon request to pick up a shipment has dispatched a vehicle for such purposes and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a fee of **\$50** will be charged.

WEIGHT/FREIGHT CLASS VERIFICATION

ITEM 970

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while shipment is in custody of the carrier. If the shipper or consignee requests shipment to be reweighed, then each weight verification shall be at the expense of party requesting at a rate of **\$20** per shipment.

Carrier reserves the right to weigh and inspect shipments and when determined that the actual weight or freight class is different from that which is stated on the bill of lading as issued by the shipper, carrier shall adjust the weight or freight class and corresponding rate calculation of the bill accordingly. Where adjustments increases freight charges by **\$10** or more, the weight and inspection charge per shipment will be **\$15** Shipper shall have the right to request a copy of the inspection and/or weight certificate upon request.

ABBREVEIATIONS

ABBBREVIATIONS

EXPLANATIONS

AQ.....	Any Quantity
TFCY	24/7 Express Logistics, Inc.
(ce).....	Correction of an error
COD	Collect on Delivery
Cy, Cys.....	County, Counties
I. T	Immediate Transportation
LTL.....	Less Than Truckload
MF.....	Motor Freight
NMF, NMFC.....	National Motor Freight Traffic Association, Inc., Agent's tariff
	National Motor Freight Classification, NMFC 100 series
No.....	Number
NOI.....	Not otherwise more specifically indexed or described in NMFC 100
Para.....	Paragraph

Pg	Page
Rev.....	Revision
Sec.....	Section
T and E.....	Transportation and Export
TL.....	Truckload
viz.....	Namely or 'that is'
Wt.....	Weight

All other abbreviations shall be those as reflected and defined in 24/7 Express Logistics class rate or rules tariffs and in the National Motor Freight Classification (NMFC)