

## **CTBV 5000P -- RULES TARIFF AND SERVICE CONDITIONS**

The following pages contain the Rules Tariff and Service Conditions (this "Tariff") applicable to the provision of transportation and related services performed by CUSTOM TRANSPORT, INC. and its affiliated companies ("CUSTOM"), 135 N. Railroad Avenue, Northlake, Illinois 60164, when shipping within its transportation system in interstate, intrastate and foreign commerce.

**EFFECTIVE: January 22nd, 2024**

***(THIS TARIFF CANCELS CUSTOM'S TARIFF DATED November 21st, 2023)***

**ISSUED BY:**

**Leadership Team**

**135 N. Railroad Avenue**

**Northlake, IL 60164**

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## ITEM 100 - DEFINITIONS

"Truckload" or "TL" means any Shipment that is not deemed LTL and the maximum shipment per vehicle shall not exceed 44,000 pounds, the legal weight limit of the trailer, or full visible capacity of trailer without special agreement.

"Business Hours" means 7:00 A.M. to 5:00 P.M., local time during Business Days.

"Business Days" means Monday through Friday, excluding any Holiday.

"Consignee" means the authorized representatives or agents of the receiver to whom goods are shipped and whose name and address is shown as the receiver of the goods on the bill of lading.

"Consignor" or "Shipper" means the authorized representatives or agents of the party by whom, in whose name or on whose behalf, a contract of carriage of goods has been concluded with a carrier, or any party by whom, in whose name, or on whose behalf, the goods are delivered to the carrier in relation to the contract of carriage.

"Construction Site" means any site of any construction of buildings, roads or bridges or other structures, including the entire property upon which the construction is taking place.

"CUSTOM" means Custom Transport, Inc. or any carrier engaged by The Custom Companies, Inc. to complete any portion of any delivery pursuant to a contract of carriage of goods.

"Hazardous Materials" means those materials regulated under Title 49 of the Code of Federal Regulations, as amended.

"Holiday" means any day generally observed as a holiday by CUSTOM or as a holiday at the point where the service is performed, including, but not limited to New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day and the day after each of the aforementioned holidays. When the holiday falls on Sunday, the following Monday will be considered a holiday.

"Less Than Truckload" or "LTL" means any shipment that is deemed less than a full truckload and which weighs less than 7,000 pounds and is rated at less than 7,000 pounds under the provisions of Item 970.

"NMFC" means the National Motor Freight Classification.

"Package" means any primary shipping package authorized by the provisions of this Tariff or by classification.

"Shipment" means a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.

"Shipping Document" means CUSTOM'S printed form bill of lading or other contract(s) between CUSTOM and any party requesting or receiving transportation and related services from CUSTOM.

## ITEM 110 - CANCELING ORIGINAL AND REVISED ITEMS

When this Tariff is amended by revised items the cancellation of the prior item will be affected by means of this item. A revised item may not show a cancellation notice. Except where a specific cancellation is shown on a new revised

item, a revised item cancels all revised or original items that have not been canceled, or un-canceled portions thereof, which bear the same item number or description.

The Rules of this Tariff apply on all shipments transported by carrier, whether interstate, intrastate, or international, exempt or non-exempt from economic regulations and regardless of origin and destination. As set forth in 49 U.S.C. § 14101(b) the parties expressly agree that the provisions of this Tariff control over any conflicting provisions contained in Title 49 U.S.C., and the parties expressly waive all such conflicting provisions.

#### ITEM 120 – INTERLINING

In the best interest of providing the most efficient, economical service to the customer, the Carrier will, from time to time and at its discretion, utilize the service of other motor carriers to achieve the transportation service required for the tendered shipment. Shipments which utilize such interlining shall move on the bill of lading of the Carrier, who shall assume responsibility for the lading, and such shipments shall be charged exclusively by the Carrier.

#### ITEM 170 - LIMITATION OF LIABILITY

##### PART I -- LIMITATION OF CUSTOM'S LIABILITY--ARTICLES OF EXTRAORDINARY VALUE (See NOTES A and B)

1. Except as otherwise provided, CUSTOM's maximum liability for cargo loss or damage shall be limited as follows:

i. CUSTOM's maximum liability on shipments subject to a Spot Quote, Flat Rate, Pallet Rate for Volume/Truckload charges will be:

ii. Per Pound.....\$ 2.00

iii. Minimum per truckload..... \$50.00

iv. Maximum per truckload.....\$ 100,000.00

1. b. CUSTOM's maximum liability on shipments subject to a Spot Quote, Flat Rate, Pallet Rate for Less-Than-Truckload or Partial Truckload:

v. Per Pound.....\$ 1.00

vi. Minimum per truckload..... \$50.00

vii. Maximum per truckload.....\$ 20,000.00

b. Unless otherwise provided, Custom's maximum liability per pound per package will be the lowest of:

i. Actual value of the articles(s) (Evidence Required);

ii. Limited liability provisions shown on the bill of lading;

iii. Applicable Released Value or Actual Value provisions of STB NMF 100 series;

iv. As shown in the table below which shall be arrived at by determining the Rated Class of the articles as published in STB NMF 100 series, or the applicable Freight of All Kinds (FAK) Exception Class rating provided for the shipment, whichever is lower. Subject to a minimum liability per shipment of \$50.00 to a maximum liability per shipment of \$75,000.00.

v. Minimal filing requirements for a claim must be \$50.00 or greater. Claims filed for an amount less than \$50.00 will not be accepted. Claims submitted for amounts greater than \$50.00 but have limits of liability payments lower than \$50.00 will be declined for payment for not meeting minimum filing requirements.

<b>Class / FAK Exception</b>	<b>Maximum Liability</b>
50	\$1.00
55	\$1.50
60	\$2.25
65	\$3.50
70	\$5.00
77.5	\$6.50
85	\$8.25
92.5	\$10.00
100	\$12.00
110	\$12.00
125	\$12.00
150	\$12.00
175	\$12.00
200	\$12.00
250	\$12.00
300	\$12.00
400	\$12.00

500	\$12.00
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2. Commodities tendered for shipment with an invoice value exceeding the per pound maximum liability set forth in the table above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper requests "High Value Coverage". (See PART IV of this item)
3. Shipments inadvertently accepted with an invoice value exceeding the value shown in (1) above, but without "High Value Coverage", or 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 designated FAK Exception Class as set forth in the above table, or if none is designated then the shipment will be deemed released at a value of thirty cents (\$0.30) per pound per shipment.
4. When several *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 maximum liability of CUSTOM will be determined by separately multiplying the weight of each individual package lost or damaged "times" the appropriate liability per pound.
5. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by CUSTOM from the original shipper, will be limited to lost freight only and CUSTOM will not be responsible for damages.
6. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by CUSTOM from the original shipper and delivered without exception, when CUSTOM is not given an opportunity to inspect prior to return, will be limited to lost freight only and CUSTOM will not be responsible for damages.
7. Liability for loss, damage or destruction for freezable cargo shall be subject to the limitations as provided in CUSTOM freezable policy. Unless the Bill of Lading is clearly marked as "Protect from Freezing", CUSTOM will not be liable for loss, damage or destruction resulting from failure to furnish required protection.
8. Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by CUSTOM to determine liability.
9. When CUSTOM performs a cross dock service on behalf of a customer to load or unload containers for prior or subsequent movement with a water carrier, liability for any claims shall be limited to \$0.50 per pound or actual loss, whichever is less.
10. Any hourly charges incurred for the repair of damaged goods will be the actual hourly rate paid but not to exceed \$25.00 per hour.
11. In all cases released values will be based on a per-item or article basis. Liability limitations based on weight will not be determined based on the weight of the packaging of the entire shipment nor the entire weight of the commodity in question but only on the damaged portion of the cargo. The weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability limitations or maximum liability.
12. Where packaging requirements are not otherwise provided by tariff or contract, all packing must meet the rules and requirements of NMFC items 170 thru 995.

## **PART II - LIMITATION OF CUSTOM'S LIABILITY, "OTHER THAN NEW" COMMODITIES**

1. The liability of CUSTOM for cargo loss or damage on "other than new" commodities will be limited to a maximum liability of not exceeding \$0.50 per pound per package. These provisions will apply on ALL commodities "other than new".

2. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new".
3. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$0.50 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with CUSTOM without the benefit of any discount that would otherwise apply had the shipment been released to a value not exceeding \$0.50 per pound per package.
4. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.

**PART III - LIMITATION OF CARRIER'S LIABILITY:**

CUSTOM's maximum liability for cargo loss or damage on property which is part of a continuous movement which has been or will be transported by an air freight carrier will be:

On Domestic Traffic:

Maximum Liability Per Shipment ..... \$100.00

On International Traffic (the lesser of):

Maximum Liability Per Package ..... \$100.00

Maximum Liability Per Pound ..... \$9.07

**PART IV – HIGH VALUE COVERAGE:**

1. Commodities tendered for shipment with an invoice value exceeding values stated in Part I will be considered to be of "Extraordinary Value".
2. If shipper desires to tender a shipment to CUSTOM requiring carrier liability in excess of the limited liabilities set forth in this item, the shipper must indicate such desire in writing on the Bill of Lading at time of shipment, along with the invoice value of the shipment in substantially the following manner: "HIGH VALUE COVERAGE REQUESTED - INVOICE VALUE: \$\_."
- a. EXAMPLE: 1,000-pound shipment with an invoice value of \$30,000.00 is \$30.00 per pound which exceeds the limited liability provisions named in this item. A customer requiring "High Value Coverage" would show on the Bill of Lading at the time of shipment: "HIGH VALUE COVERAGE REQUESTED - INVOICE VALUE: \$30,000.00".
3. The notation "HIGH VALUE COVERAGE REQUESTED" and the amount of the excess liability must be placed on the bill of lading in lettering at least one inch in height.
4. High Value Coverage will be available for shipments which have a limit of liability due to a commodity exception (example: used equipment) only when that shipment is on an exclusive truck that is loaded by the consignor and unloaded by the consignee.
  - a. Charge per \$100.00 for "High Value Coverage":
    - b. Between points in Continental U.S.A..... \$1.00
    - c. Between Continental U.S.A. and Canada, Mexico or Puerto Rico..... \$1.00
    - d. Minimum Charge Per Shipment .....\$56.00
5. For all other International traffic, the shipper must call for a quote prior to tendering the shipment.
6. "High Value Coverage" includes the amount of the invoice supplied by the shipper or consignee, plus the prepaid or collect freight charges not included in the invoice, plus 10.0% calculated, as follows:



a. EXAMPLE:

i. INVOICE AMOUNT - \$30,000.00, plus Freight Charges of \$395.50 = \$30,395.50 AMOUNT

OF COVERAGE - \$30,395.50 multiplied by 110% = \$33,435.05

\$100.00 UNITS - \$33,435.05 divided by 100 = 334.35

HIGH VALUE COVERAGE CHARGE = 334.35 multiplied by \$1.06 = \$354.42

7. Unless otherwise indicated on the Bill of Lading at time of shipment, charges for "High Value Coverage" will be paid by the party responsible for payment of the otherwise applicable freight charges.
8. When the rate and/or class is dependent upon released value as provided in the NMFC 100 series and "High Value Coverage" is requested, the customer will receive the benefit of the lowest released value for the purpose of determining the applicable rate and/or class published in the NMFC 100 series.
  - a. NOTE A-- When shipments move in international commerce to and from Canada and the USA, CUSTOM's liability will be governed by the value on the Bill of Lading. If no value is declared on the Bill of Lading, CUSTOM's maximum liability will be the lesser of \$2.00 per pound for the entire weight of the shipment or the actual value supported by a copy of the original invoice.
  - b. NOTE B-- Liability for loss, damage, or delay of cargo moving between Mexico and other countries: With respect to any shipment originating outside Mexico with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination outside Mexico, CUSTOM shall have no liability, either for itself or for the Mexican carrier involved in the move for loss, damage, or delay while the shipment is in the possession of the designated brokers, freight forwarders, or Mexican carriers.

**ITEM 190 - DANGEROUS GOODS**

Every party, whether principal or agent, who ships dangerous goods or explosives, without previous full written disclosure to CUSTOM of the nature of the goods shall be liable for and indemnify, defend and hold harmless CUSTOM against all loss or damage (including reasonable attorney fees and costs) with respect to such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

**ITEM 200 - APPLICATION - UNNAMED POINTS**

1. In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the following will apply – "from" and "to" points named, as well as from to all places therein and integral parts thereof, if such points are incorporated communities or villages; and additionally "from" and "to" all places that do not lie within a separately incorporated city, town or village, but which lie within the following distances of the corporate limits of said named point, if it has a population of: (a) 2,500 or less = one quarter (1/4) mile; (b) more than 2,500, but not more than 10,000 = one half (1/2) mile; (c) more than 10,000, but not more than 100,000 = one (1) mile; or (d) more than 100,000 = two (2) miles. Distances are determined by the most current version of PC Miler and population is as reported by the last US decennial census. If distances are not available on PC Miler, then airline distances shall apply.
2. In determining rates "from" and "to" places not lying within a separately incorporated city, town or village, which point lies within the distances specified in above, from two (2) or more incorporated cities, towns or villages, the rate to apply shall be that which applies from the incorporated cities, towns or villages closest to such point.
3. In applying the provisions of this item distances are to be measured by the most current version of PC Miler (practical miles) from the corporate limits of points "from" and "to" which rates are provided.

**ITEM 390 - BILL OF LADING - TERMS AND CONDITIONS**

Unless otherwise agreed to in writing in advance of carriage, the only applicable bill of lading terms and conditions shall be those contained in CUSTOM's printed form bill of lading or, if a bill of lading other than CUSTOM's printed form bill of lading is used, then the terms and conditions contained in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" that is in effect on the date the shipment was tendered. Drivers employed or utilized by CUSTOM are not authorized representatives or personnel of CUSTOM. Where a bill of lading other than the Uniform Bill of Lading or CUSTOM's printed form bill of lading is signed by the driver, that signature only acknowledges receipt of the freight and identifies the entity to which the freight is to be delivered. Such a document is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading does not and will not constitute an implied acceptance by CUSTOM.

#### **ITEM 400 - A - CLAIMS - LOSS AND DAMAGE**

1. As a condition precedent to recovery, all claims for loss or damage to property transported or accepted for transportation must: (a) be submitted online by visiting [claims.customco.com](https://claims.customco.com) and must include reference to the source document or pickup record number and date of Shipment or include copies of other documents sufficient to identify the Shipment involved; (b) assert the liability of CUSTOM for the alleged loss or damage; (c) make a claim of payment for a specific amount of money; and (d) be accompanied by a copy of the original invoice of cost to claimant or if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of damage to the property, along with trade or other discounts, allowances or deductions of any nature, and evidence of the freight charges. Prior to voluntary payment by CUSTOM for lost or damaged property, the shipper shall provide a written statement certifying that payment for the property for which the claim is filed has not been received from any other source.
2. Minimal filing requirements for a claim must be \$50.00 or greater. Claims filed for an amount less than \$50.00 will not be accepted. Claims submitted for amounts greater than \$50.00 but have limits of liability payments lower than \$50.00 will be declined for payment for not meeting minimum filing requirements.
3. A request for proof of delivery does not constitute the filing of a claim. Moreover, documents not constituting claims include, but are not limited to, bad order reports, appraisal reports of damage, delivery receipts, inspection reports issued by shipper or its inspection agency and notations of shortages or damage or both on freight bills, delivery receipts or other documents. Each dispute with CUSTOM shall be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other shippers. Shippers agree not to sue CUSTOM as a class plaintiff or class representatives, join a class as members, or participate as adverse parties in any way in a class lawsuit against CUSTOM with respect to any dispute or claim relating to the bill of lading or this Tariff or the services provided by CUSTOM. However, nothing set forth herein limits a shipper's right to bring a lawsuit as an individual plaintiff.
4. Upon receipt of a proper claim, CUSTOM will acknowledge the receipt of such claim to the claimant within thirty (30) days after the date of its receipt and indicate what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim.
5. Within one hundred twenty (120) days after receipt of a claim filed in accordance with the above described procedures, CUSTOM will pay, decline, or make a firm compromise settlement offer. If the claim cannot be processed and disposed of within this time period, after expiration of each succeeding sixty (60) day period while the claim remains pending, CUSTOM will advise the claimant of the status of the claim. In all cases not prohibited by law, where a lower value than the landed manufacturers cost of the said property has been stated in writing and agreed to by the shipper such lower value plus freight charges, if paid, shall be the maximum recoverable amount for delay, loss or damage, whether or not such delay, loss or damage occurs from negligence.
6. All claims for loss or damage to property must be filed in writing within (9) months from the date of delivery or in cases of failure to make delivery, then within nine (9) months after a reasonable time for delivery of the property has elapsed. Claims for concealed damages must be submitted to CUSTOM within five (5) business days of delivery.

7. Any action or suit for loss or damage against CUSTOM shall be filed no later than two (2) years and one (1) day from the day when the claimant knew or could have known with reasonable inquiry of the loss or damage or after the date of delivery, whichever is earlier. Where claims are not filed or an action or suit is not instituted thereon in accordance with the foregoing provisions, CUSTOM shall not be liable, such claims shall be deemed waived and will not be paid.
8. DEDUCTION OR OFFSETTING OF CLAIMS Pending or unfiled claims against the carrier for loss, damage, over collection, duplicate, overpayment, stating errors, or overcharge dollar amounts may not be deducted from freight charges billed to the claimant (the party who filed or will file the claim or claims).

#### **ITEM 400 - B - CLAIMS - OVERCHARGES**

1. Claims for overcharges or invoice adjustments must be filed online by visiting <https://www.claims.customco.com> within ninety (90) days from the CUSTOM invoice date for the relevant shipment, and must be accompanied by a copy of the original bill of lading. CUSTOM or its designee will refund the claimed overcharges or notify the claimant of its disallowance of the claim within sixty (60) days of receipt of the claim. Any legal action for recovery of overcharges shall be commenced within ninety (90) days after CUSTOM or its designee provided written notice of its disallowance of the overcharge claim. Failure to file a claim within either 90-day period shall be a complete defense to any lawsuits or claims for recovery filed thereafter.

#### **ITEM 401 – SALVAGE**

Whenever property transported by CUSTOM is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, CUSTOM, after giving due notice (if practicable to do so) to the owner and other parties that may have an interest therein, and unless advised to the contrary in writing after giving such notice, may undertake to sell or dispose of such property directly or by the employment of a salvage agent.

#### **ITEM 410 - CREDIT PERIOD**

Unless a different credit period (the "Credit Period") has been established by written contract, the Credit Period is fifteen (15) calendar days from the date set forth on the invoice (which includes Saturdays, Sundays, and Holidays).

#### **ITEM 440 - COLLECTION & PAYMENT OF CHARGES**

1. All transportation charges are the responsibility of, and must be paid by, the Shipper, unless a consignee, third party involved in the transportation or owner of the property is specifically designated, in writing, as the party responsible for payment (the "Responsible Party"). In the event the Responsible Party fails to pay all of the transportation charges, the Shipper shall be responsible for said payment. In the event the Shipper fails to pay all of the transportation charges, the consignee or owner of the property being transported shall be responsible for said payment.
2. Unless other credit arrangements have been made with CUSTOM, all transportation charges shall be due and payable before surrender and delivery of property to the consignee or owner thereof.
3. In the event the Shipper or Responsible Party fails to pay CUSTOM's invoice for transportation charges within the Credit Period, the Shipper or Responsible Party shall pay CUSTOM an additional collection fee of either twenty-five percent (25%) of the unpaid freight bill or the sum of seventy-five dollars (\$75.00), whichever is greater, plus CUSTOM's reasonable collection expenses (including its administrative expenses and reasonable attorney fees and costs) incurred in attempting to collect the outstanding indebtedness. Alternatively, failure to make payment of transportation charges for service performed within sixty (60) days

after the expiration of the Credit Period will result in elimination of any and all discounts, allowances, incentives or any other rate reductions applied to the invoice by CUSTOM on all such unpaid freight bills.

4. CUSTOM will also apply a charge of an additional twenty two percent (22%) per month on the outstanding indebtedness from the expiration of the credit period until paid. In the event the twenty two percent (22%) per month charge described above is prohibited by law in any state, then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited.
5. Parties responsible for the payment of freight charges under the terms of this Tariff hereby stipulate and agree that in the event any matter or dispute arises regarding the application of or collection of charges under this Tariff and the resolution of any such dispute requires litigation in a court of law that any court having jurisdiction sitting in Cook County, Illinois shall have the sole and exclusive jurisdiction over any such matter in controversy. THE SHIPPER OR RESPONSIBLE PARTY AGREE NOT TO RAISE, AND HEREBY WAIVE, ANY DEFENSE BASED ON VENUE, LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION OR SUFFICIENCY OF SERVICE OF PROCESS.
6. Shipper and/or Responsible Party may not offset from or delay the payment of lawfully established transportation charges due CUSTOM as a result of any overcharge claim, chargeback, duplicate payment or loss and/or damage claim. Rather, a formal claim shall be filed and processed separately.
7. The failure to enforce the terms and conditions of this Item on one or more occasions shall not be deemed a waiver of its applicability or enforceability in future transportation transactions between CUSTOM and Shipper or Responsible Party.
8. Upon receipt of written notification that a check has been returned to CUSTOM for non-payment due to insufficient funds, a fee of seventy-five dollars (\$75.00) (plus any bank fees borne by CUSTOM) for each returned check will be applied to the customer's charges and the customer may be placed on "cash only" status. This status may impair the customer's ability to use CUSTOM's services, delay shipments and result in the loss of any otherwise applicable discounts.
9. Published rates or charges do not include fees or charges imposed by credit card issuers. All such charges, except when prohibited, shall be in addition to other charges provided in this Tariff. A minimum charge of three and one-half percent (3.5%) of the amount charged may be added to freight bills paid by credit card.

#### **ITEM 445 – CARRIER LIEN**

Carrier has a lien on freight in its actual or constructive possession for the total amount of freight charges owed to Carrier by the party responsible for payment of freight charges (payer). This lien includes freight charges, accessorial, or any other charges incurred on freight previously delivered by Carrier. Carrier may convert any shipment in its possession to on-hand freight. On-hand freight may be placed in storage by Carrier. The shipper or payer of the freight charges shall be responsible for any storage charges incurred. Carrier's liability for loss or damage to on-hand freight shall be that of a warehouseman. When Carrier converts freight to on-hand freight, Carrier shall notify the party responsible for payment of freight charges (payer) of such action and request payment for all amounts owed to Carrier. Carrier shall provide a First and Final Notice of Undelivered Freight. If the party responsible for payment (payer) of freight charges has not made payment within ten (10) days of the First and Final Notice of Undelivered Freight, Carrier shall provide a Second and Final Notice of Undelivered Freight and Notice of Intent to Salvage. If the party responsible for payment (payer) of freight charges has not made payment within ten (10) days of the Second and Final Notice of Undelivered Freight and Notice of intent to Salvage, Carrier may sell the on-hand freight and apply the amounts received to the total amount owed by the party responsible for payment (payer).

#### **ITEM 450 - COLLECT ON DELIVERY (COD) SHIPMENTS**

Collect on Delivery ("COD") shipments will be accepted subject to the following provisions and charges:

1. Each package and the corresponding shipping documents, including, but not limited to, the bill of lading and packing slip, must be plainly marked, labeled, or tagged showing both the letters "COD" and the amount to be

collected in RED-COLORED INK not less than 1/2 inch high. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street address and post office address, if applicable, of Consignor and Consignee must be shown on the Shipping Document. Failure to mark the package as provided in this paragraph will result in CUSTOM's rejection of the shipment or, in the event that CUSTOM inadvertently accepts the shipment, CUSTOM shall have no liability for the COD amount.

2. Only checks (including cashier's checks, official checks and certified checks) and money orders will be accepted in payment of COD shipments and will be accepted by CUSTOM at shipper's risk, including, but not limited to, the risk of nonpayment (dishonor) and forgery, and CUSTOM shall not be liable upon any such instrument.
3. The charges for collecting and remitting the amount of each COD bill on shipments consigned COD as prescribed herein will be 16% of the COD amount with a minimum charge per Shipment of \$196.50 (the "COD Fee"). For collect COD and FCCOD shipments, one check will be collected, made payable to CUSTOM, encompassing the COD amount, COD Fee described herein, and Transportation charges due to CUSTOM.
4. COD packages will not be accepted on the same bill of lading with packages shipped as other than COD, and only packages covered by one COD bill may be tendered on one bill of lading.
5. COD shipments will not be accepted, or receipted for, when billed to one firm or person with instructions to collect COD charges from another firm or person or for transportation subject to inspection or trial by the consignee or when bearing instructions to make partial delivery.
6. If, for any reason, upon presentation for delivery COD payment is refused by the consignee, CUSTOM is responsible for the disposition for the shipment only in accordance with the bill of lading and tariff provisions, as applicable. In such circumstances, CUSTOM is not responsible to seek or remit the COD amount to the consignor or owner of goods.
7. CUSTOM's liability for loss, damage, delay, misdelivery, misinformation, non-delivery, failure to collect the COD amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared limits and other limitations of liability set forth in this Tariff. CUSTOM shall not be responsible for COD shipments in excess of \$10,000.00, unless prior written approval is obtained from the Executive Vice President of CUSTOM. CUSTOM shall not be liable for the collection of the COD amount if CUSTOM inadvertently fails to collect the proper COD amount and the shipper fails to file a claim against CUSTOM within thirty (30) days of the shipment's delivery.
8. Performance of the COD service does not make CUSTOM an agent for the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of goods by the shipper to the recipient.

#### **ITEM 460 - THIRD PARTY BILLING**

1. When a party other than the Consignor or Consignee on the bill of lading is responsible for paying for freight charges, the name and street address of such third party must be placed on the bill of lading by the Consignor at time of shipment.
2. When a Consignor requests CUSTOM to bill from a third party, payment for the charges is guaranteed, jointly and severally, by the Consignor, Consignee and original Owner of the subject goods, if the third party fails to pay such charges within the Credit Period.
3. When Consignor, Consignee or the initially designated payor of the freight charges instructs CUSTOM to bill a third party and the name and address of the third party is not shown on the bill of lading an additional charge in the amount of Thirty Dollars (\$30.00) will be assessed for the revised billing, in addition to all other applicable charges.
4. When shipment involves more than one carrier, it will be the responsibility of the originating carrier to effect collection from the third party.

#### ITEM 470 - BILL OF LADING – CREATED/CORRECTED

A created/corrected bill of lading to change the freight charge collection status will be accepted as follows:

1. Any time a Bill of Lading is created to be used by the paying party, Custom will assess a \$13.00 fee for the Bill of Lading creation.
2. A charge of \$28.50 in addition to all other applicable charges will be assessed against the payor of the freight charges for processing corrected bills of lading. Any change in the collection status will not be permitted after payment has been received.
3. Any correction to a bill of lading or any request to change the terms of the bill of lading or the status of the payor from prepaid to collect must be submitted to the Carrier in writing.
4. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after a shipment has been delivered.
5. Carrier reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original terms of the shipment.
6. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. 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 remains liable and will guarantee payment of the freight charges should the new payor fail to pay within the prescribed credit guidelines.
7. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper or consignor and the shipper or consignor must have established credit. A request to change the collection status may be submitted by the shipper or consignor on the shipper's or consignor's letterhead in lieu of a corrected bill of lading, subject to all other provisions of this Item.
8. When the Carrier is instructed, after the shipment has been picked up, 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.
9. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status of the payor will be assessed against the payor of freight charges on the corrected bill of lading.
10. Corrected bills of lading changing the description, density or weight of commodities in a shipment will not be accepted by the Carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected bill of lading. The Carrier reserves the right to refuse corrections where the validity of the corrected information has not been verified to the satisfaction of the Carrier, or where execution of the correction request would violate laws, rules or regulations. Any decision on whether to accept corrections to bills of lading under this paragraph shall be within Carrier's sole discretion.
11. An additional \$15.00 charge will be assessed whenever a shipper or consignor neglects to include a valid quote number on the original bill of lading and a change is required to add the quote number and rate at a later date.
12. Carrier reserves the right to deny correction requests to add/remove a volume/spot quote to a freight bill after the freight has been delivered. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original rating of the shipment.

#### ITEM 486 - TIME SPECIFIC DELIVERY APPOINTMENTS

Specific date or time delivery service may be requested as defined below and at the charges indicated. However, these services cannot be guaranteed. Guaranteed services are available through ITEM 881 - CUSTOM BLACK AND GOLD GUARANTEED SERVICE PROVISIONS

1. Shipper may request that delivery of one or multiple shipments be performed on or by a specified date or between a specified date range. They may also request shipment to arrive services that require a delivery date that is on, by or between a specified date range. The charge for these services will be as follows and will apply per shipment per trailer in addition to all other applicable charges

- a. Product Launch and Ship To Arrive services must arrive by ,always between, and on time in full, will be subject to a charge of \$63.25.

- b. Delivery on the date specified will be subject to a charge of \$77.00.

- c. Delivery by the date specified will be subject to a charge of \$66.00.

- d. Delivery between a specified date range will be subject to a charge of \$66.00.

Charges assessed under this paragraph will be collected from the payor of the freight bill. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

2. Either shipper or consignee may request that delivery be performed during an appointment window. The charge for the appointment service will be as follows:

- a. Appointment windows of two hours or less will be \$77.00 per shipment per trailer

- b. Appointment windows of more than two hours and up to three hours will be \$69.30 per shipment per trailer

- c. Appointment windows of more than three hours and up to four hours will be \$61.60 per shipment per trailer

- d. Appointment windows of more than four hours will be \$44.00per shipment per trailer

#### **ITEM 500 - IMPRACTICABLE OPERATIONS**

Nothing in this Tariff shall require CUSTOM to perform pickup or delivery service at any location from or to which it is impracticable, through no fault or neglect of CUSTOM.

#### **ITEM 540 - BLIND SHIPMENT CHARGE**

Any time Carrier is required to coordinate or act as intermediary when the Shipper is unaware of the true destination and/or Consignee is unaware of the true origin of a shipment, a Blind Shipment Charge of \$115.00 will be assessed in addition to all other applicable charges.

#### **ITEM 550 – INSIDE PICK-UP OR DELIVERY**

1. When requested or required by the consignor or consignee, and the carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent truck loading or unloading positions.
2. Service under this Item will be provided to floors above or below the level accessible to the carrier's vehicle only when elevator service is available.
3. When a Carrier is required to deliver skidded freight and the consignee has no dock or unloading area equipped with unloading equipment, the Carrier may break down the skid and tender the freight as pieces, if the freight characteristics do not endanger the driver or other freight.

4. Service provided under this Item will be assessed the following charges per shipment or per vehicle if more than one vehicle is involved in the transport of the shipment:

When the service is performed, except as otherwise specified, the charge will be:

CWT - \$4.24

Minimum Charge - \$62.50

Maximum Charge - \$500.00

Except when the service is performed at points subject to ZIP prefixes 100 - 102, the charge per shipment will be:

CWT - \$14.50

Minimum Charge - \$75.00

Maximum Charge - \$660.00

#### **ITEM 555 - RESIDENTIAL CHARGE: PICK UP OR DELIVERY AT PRIVATE RESIDENCES**

1. Shipments **PICKED UP** at private residences or camps (other than military) will be assessed a charge of 127.00
2. Shipments **DELIVERED** to private residences or camps (other than military) will be assessed a charge of \$9.50 per 100 pounds, subject to a minimum charge of \$106.00 per shipment, and a maximum charge of \$440.00 per shipment or \$440.00 per vehicle if more than one vehicle is used to transport shipment. Shipments weighing 100 lbs. or more will be subject to an additional Lift Gate Charge detailed in Item 970 1.
3. The charges provided in this item will apply separately for pickup and delivery and will be in addition to all other applicable charges.
4. The payer of freight charges shall also be responsible for the charges accrued under this item, except charges on shipments moving on government Bills of Lading will be collected from the U.S. Government.
5. Inside pick up, delivery, and notification when requested at the location subject to this item, will be included in the charges listed herein and will be in lieu of the charges provided for in Item 550 and Item 970 2. of this Tariff.
6. Residential Delivery service is only curbside delivery and does not include threshold delivery, assembling, packing, unpacking, dismantling, sorting, set-up, or removal.
7. As used in this item, the term "Private Residences" shall apply to the entire premises on which a dwelling for living is located.

#### **ITEM 560 – APPOINTMENTS - AFTER BUSINESS HOURS PICK-UPS AND DELIVERIES**

Pickups and deliveries shall be made during Business Hours. Any pickup or delivery requested at any other time shall be subject to additional charges. CUSTOM shall not be liable for late deliveries or appointments that are not kept, including, but not limited to, any service failure fees or "charge-backs." Such instances are solely the responsibility of Consignor and will not be entertained by CUSTOM. Consignee shall facilitate prompt unloading in the event of late deliveries or missed appointments. After hours pick-ups and deliveries will be subject to a charge of \$396.00 in addition to any other applicable charge.

#### **ITEM 580 - PALLET EXCHANGE**

In those instances where a party requests CUSTOM perform pallet exchange services, said service will be performed by CUSTOM at a charge of eight dollars and fifty cents (\$8.50) per pallet in addition to all other applicable rates and charges. Requests for pallet exchange service must be noted on the bill of lading at the time of pick-up. Charges for this service will be billed to the party paying the freight charges.



## ITEM 620 - SCOPE OF OPERATIONS

CUSTOM's obligations to provide service as a carrier are limited insofar as the type of equipment, the quantity of each type of equipment available and the geographic provision of service as represented to shipper. Any Shipment transported beyond the scope of CUSTOM's service offering shall obligate CUSTOM under this Tariff only to the provision of such service on the Shipment being transported and shall not extend the service offering obligations of CUSTOM.

## ITEM 645 - MIXED SHIPMENTS-LTL OR ANY QUANTITY

On mixed LTL or any quantity shipments, consisting of two (2) or more commodities subject to different rates, the charge for each commodity shall be the respective LTL or any quantity rates applicable to the aggregate weight of the shipment, based on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rate of such commodities.

## ITEM 646 - MIXED SHIPMENTS-VOLUME OR TRUCKLOAD

1. Unless otherwise provided, a number of articles, for which the same or different volume or TL rates classes, ratings or minimum weight, are provided, constituting a mixed volume or mixed TL shipment, will be charged at the actual or authorized estimated weight and at the straight volume or TL class rate (NMFC or Exceptions), or commodity rate (not "Specific Mixture", "All Freight", "Freight, All Kinds" or "All Commodity" rates or ratings) applicable to each article and at the highest straight volume or TL minimum weight that would be applicable to any article in the shipment, if that quantity of each article in the mixed shipment are tendered as a straight volume or straight TL shipment. Any deficit in the minimum weight will be charged for at the lowest volume or TL rate applicable to any article in the mixed volume or TL shipment.
2. Shipments subject to volume or TL rates or ratings, applying on "Specific Fixtures", "All Freight", "Freight, All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the volume of TL rate and its accompanying minimum weights, or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or volume or TL shipment, whichever produces the lowest charge. The weight of such articles, not included in the mixture may, not be used to make up the volume or TL minimum weight. On articles included in volume or TL shipments on which LTL rates are applied, volume or TL package requirements will apply.
3. On mixed volume or TL shipments of commodities subject to "excess" rates or ratings, each commodity shall be considered separately and "excess" rates or ratings will apply only when the basis minimum weight is met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weights are to be treated as one commodity in applying the excess class rate or rating).

## ITEM 647 – INACCURATELY DESCRIBED COMMODITIES

When the commodity description on a bill of lading fails to conform to item 360, section 2 of the NMFC 100 such that the commodity(s) shipped cannot be readily identified, the shipment may be subject to inspection.

If the commodity is not identifiable upon immediate, visual inspection, the carrier reserves the right to use total shipment density to assign the shipment an NMFC class based on the table below in order to protect the packaging integrity of the shipment in question.

If the bill of lading lacks a valid commodity description as well as a valid NMFC class, the Carrier may elect to classify the shipment to a minimum class of 100.

Pounds per Cubic Foot Assigned NMFC Class Less

than 1 PCF 500	3 PCF but less than 4 PCF 250
1 PCF but less than 2 PCF 400	4 PCF but less than 5 PCF 200
2 PCF but less than 3 PCF 300	5 PCF but less than 6 PCF 175

6 PCF but less than 7 PCF 150	13.5 PCF but less than 15 PCF 77.5 415
7 PCF but less than 8 PCF 125	PCF but less than 22.5 PCF 70 22.5 PCF
8 PCF but less than 9 PCF 110	but less than 30 PCF 65 30 PCF but less
9 PCF but less than 10.5 PCF 100 10.5	than 35 PCF 60 35 PCF but less than 50
PCF but less than 12 PCF 92.5 12 PCF	PCF 55 50 PCF or greater 50
but less than 13.5 PCF 85	

#### **ITEM 648 - INFORMATION REQUIRED TO BE SHOWN ON A BILL OF LADING**

Sec. 2 (a). The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

Sec. 2 (c). To ensure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping papers and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate Sub number thereof are shown. The kind of package used must be shown. Bills of lading and shipping papers must specify the number of articles, packages, or pieces, and the applicable NMFC class. Except as provided in Item 640, Sec. 3 (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown. (See 49 U.S.C. Section 80113.)

Sec. 2 (d). Articles which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping papers as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the tariff description in connection with which the applicable class or rate is published, the tariff description must also be shown on bills of lading and shipping papers.

Sec. 2 (e). Unless otherwise provided in carriers' tariffs, shipments requiring special or additional care or attention of any kind (see Note 2) must be so indicated by the shipper on the bill of lading and shipping papers at time of shipment by marking the column labeled "Food Products or Other Materials or Freight requiring additional care or attention." Products requiring special care and attention of any kind should be tendered on separate handling units from other freight in the shipment.

(1) Instructions regarding the care and attention needed for the freight must also be shown in the description area of the bill of lading, on shipping papers and on the handling unit containing such freight.

(2) Shipments requiring protective temperature control may be accepted subject to the availability of suitable equipment when the bills of lading, shipping papers and handling units are clearly and legibly marked in upper-case letters AT LEAST ONE INCH IN HEIGHT in accordance with ITEM 790 AND the following:

a. Where shipments are subject to damage from freezing, marking must clearly instruct the carrier to protect from freezing.

b. Where shipments require maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required.

Note 2- Commodities requiring special or additional care or attention in handling or stowing must have handling units so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing; articles that must be kept within a certain temperature range; articles that must be

protected from odor-emitting freight, debris or infestation; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height; articles that must not be stacked.

Sec. 2 (f). When shipments consist of packages subject to the same released value provisions and some packages are released as to value and other packages are not released as to value or are released to a different value, the packages and bills of lading must be marked or coded at time of shipment to identify which packages are released and the released value which applies to each package. In lieu of showing the specified information on the bill of lading, the carrier may furnish a manifest at time of shipment which clearly identifies the packages which are released and the released value of each.

#### **ITEM 710 - PACKING OR PACKAGING - SHORTAGE**

CUSTOM will not be responsible for shortages on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading. CUSTOM will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

#### **ITEM 720 - PICK-UP AND DELIVERY SERVICE – LIMITED ACCESS**

Rates include one pick-up and one delivery or one tender for delivery of a shipment during Business Hours at one site subject to the following:

1. CUSTOM may provide inside delivery for freight for a \$66.00 minimum charge or a charge \$4.50 per hundredweight, whichever is greater.
2. In addition to all other applicable charges:
  - a. When Carrier makes a pick up or delivery at a location with Limited Access, the following charge shall apply: \$63.50 per shipment  
The terms LIMITED ACCESS LOCATIONS include but are not limited to the following: Commercial establishments not open to the walk in public normal business hour; Construction sites (see note 1); Fairs, Carnivals, Chautauqua's; Military Bases / Installations; Mine Sites (see note 2); Prisons; Schools; Churches; Hotel; Mini Storage Facilities; Construction Sites; Navy Pier; Non-Standard Equipment (See Note 3); Sites with extensive security processes.  
Freight charges must be prepaid on all shipments consigned to Limited Access Locations. In the case of delivery, the charge provided for this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of item 480 and assessed to the party requiring the additional notice.
  - b. The term "Construction Site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.
  - c. The term "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

- d. The term "Non-Standard Equipment" refers to equipment such as a straight truck. This accessorial applies when the customer requests freight to be picked up or delivered on a straight truck. Limited access pickup or delivery to a private residence with a shipment weight of 100 pounds or more requires Specialized Equipment – Hydraulic Lift Gate Item 970, 1. charge in addition to other applicable charges.
  - e. Shipments originating at or destined to convention or exhibition sites will be subject to an additional charge of four dollars and fifty cents (\$4.50) per hundredweight, and subject to a minimum charge of one-hundred fifty dollars (\$150.00) per shipment, plus detention charges as provided for in ITEM 770 or 780 herein; and
3. The charge for each redelivery is \$7.50 per hundred weight with a minimum charge of \$72.50 per Shipment.

#### ITEM 730 - LOADING AND UNLOADING

1. Rates set forth herein contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and CUSTOM furnishes extra labor to load or unload the vehicle, all charges for such extra labor are to be paid by the shipper or consignee, who will be billed for actual time of extra labor.
2. CUSTOM will furnish and place a vehicle at the loading site designated in writing by the shipper. Freight tendered for loading must be situated to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space. CUSTOM may furnish labor for loading for an additional charge.
3. The delivery of a shipment will include the placing of the vehicle at the site designated by the consignee for unloading. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. CUSTOM may furnish labor for unloading for an additional charge.
4. If the driver is required to assist with loading and/or unloading, a charge of four dollars and fifty cents (\$4.50) per hundredweight, subject to a minimum charge of forty-five dollars (\$45.00), will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided.
5. In the event extra labor is requested by the consignor or consignee, extra labor will be furnished by CUSTOM for loading or unloading. At each location where extra labor is used, the charge will be as follows:

Time	Per Man Per Hour or Fraction Thereof	Minimum Charge Per Man
Business Hours	\$ 75.00	\$ 150.00
Non-Business Hours	\$ 90.00	\$ 325.00

6. Notwithstanding the foregoing, nothing set forth herein obligates CUSTOM to furnish extra labor (i.e. if such labor is not available at the point of loading or unloading).

7. When requested by the consignee, CUSTOM, in its sole discretion, will make a diligent effort to remove and/or dispose of packing material, debris or trash associated with specific shipments being delivered. It shall be the responsibility of the consignee to place such packing material, debris or trash on CUSTOM's equipment at time of delivery. An additional charge of \$159.00 per shipment to perform this service will be assessed against the party requesting the service.
8. The party responsible for the payment of the freight charges will be the party responsible for the charges assessed under the terms of this Item.

#### ITEM 740 – PERMITS - SPECIAL

1. Any Shipment which requires permits from any federal, state or local authority, will be subject to the payment by shipper of the full cost of such permits, and all other expenses necessary to secure such permits (which would not normally be required on shipments not requiring permits). If CUSTOM advances such costs, the shipper shall pay CUSTOM all such expenses or charges, plus a service charge in the amount of sixty-seven dollars and fifty cents (\$67.50) per vehicle, per state in which permits are procured. Upon written request, CUSTOM will furnish evidence of payment of such charges. When a shipment requires more than one vehicle, charges provided herein do not apply to vehicles which do not contain articles or commodities requiring such permits.
2. Any shipment which requires a flagman or flagmen to accompany the vehicle will be subject to a charge of sixty-five dollars (\$65.00) per hour for each flagman beginning when the flagman reports for duty at the point and time designated by the shipper, until released, but not to exceed twelve (12) hours in any one day. Each Shipment where there is a flagman as an additional escort in a vehicle, other than the vehicle in or on which the shipment is being transported, will be subject to an additional charge of sixty-five dollars (\$65.00) per hour for each such other vehicle with a flagman beginning when the flagman leaves the terminal nearest to the point of origin until the flagman's return to such terminal, but not to exceed twelve (12) hours in any one day.

#### ITEM 745 - PICK UP OR DELIVERY TO/FROM US ISLANDS

Shipments originating from or destined to the zip codes listed below are subject to the additional charges noted in the table below. These charges will be in addition to the rated freight charges.

Territory and Zip code(s)	Minimum per shipment	Charge Per CWT	Maximum per shipment
<b>MA, Martha's Vineyard and Nantucket Island(s):</b> 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584 <b>Island County, WA island(s):</b> 98236, 98239, 98245, 98249, 98250, 98253, 98277, 98278, 98282	\$168.50	\$64.00	\$2500.00

#### ITEM 750 - RECONSIGNMENT OR DIVERSION

1. Any change in the name of the consignor or consignee, or change in the place of delivery within original destination point, or change in destination point, or relinquishment of the shipment at the point of origin, or instructions received prior to receipt of shipment shall constitute a reconsignment or diversion.
2. CUSTOM will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
3. Requests for reconsignment must be made in writing by a party with authority to make such a request.
4. A reconsignment prior to movement of a Shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
5. A diversion en route, in addition to actual freight charges, applied as the applicable rate to the most distant point actually traveled to the final destination, shall bear an additional charge of \$5.50 per hundred (100) pounds, subject to a minimum charge of \$59.50 for each shipment reconsigned or diverted or per vehicle reconsigned or diverted if more than one vehicle is used to transport the Shipment. Charges from origin to point of reconsignment or diversion shall be determined based on the distance from origin to final destination via the reconsignment or diversion point.
6. If the Shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point traveled in addition to the mileage rate from the same back to point of origin, plus a return fee of \$31.00.

#### **ITEM 760 - VEHICLES FURNISHED BUT NOT USED**

When a carrier is requested to dispatch a vehicle to make a pickup of a LTL shipment and arrived at the scheduled time for pick up and no freight is given to the carrier, a charge of \$50.00 will be assessed.

#### **ITEM 770 - DETENTION - VEHICLES WITH POWER UNITS AND WITHOUT POWER**

When Consignor/Consignee delays Carrier's equipment for loading, or unloading on or near the premises of Consignor/Consignee, Detention charges will begin upon expiration of the applicable free time allowed, and will end when the equipment is available for movement.

Free time will begin when Carrier notifies Consignor/Consignee that the equipment is available for loading or unloading.

1. The following Detention charges are applicable:
  - a. For Detention with Power:
    - i. \$50.00 per Trailer or Vehicle for each 15 minutes or fraction thereof, subject to a minimum charge of \$75.00.  
Free time will be determined as follows:
 

Less than 1,000 lbs.....	15 minutes
1,000 - 2,499 lbs.....	30 minutes
2,500 - 4,999 lbs.....	60 minutes
5,000 - 7,499 lbs.....	90 minutes
7,500 - 9,999 lbs.....	120 minutes
10,000 - 19,999 lbs.....	180 minutes
20,000 lbs or over .....	240 minutes
    - ii. When at least 90 percent of the shipment weight is on pallets, free time will be reduced by 50%

- iii. Non-working periods, such as meal, coffee, or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
  - b. If loading or unloading is not completed by the end of the Business Day, Consignor/Consignee has the option to:
    - i. Request Trailer(s) Without Power to remain. Free time will cease, and Detention Without Power will begin with applicable free time.
    - ii. Request equipment leaves the site and returns the next Business Day when loading or unloading will resume. Free time will be suspended until equipment is returned. If free time has expired, storage and redelivery charges will apply without additional free time.
  - c. Detention with Power will also apply when Carrier assists in loading, unloading, counting, or checking the freight.
2. For Detention Without Power, the following charges and provisions will apply:
- a. \$132.20 per Trailer for each 24-hour period or fraction thereof, excluding non-Business Days.
  - b. Free time will be 24 hours, excluding non-Business Days
  - c. Subject to Carrier's discretion and the availability of equipment, Carrier may spot a trailer/set for loading or unloading on the premises or designated site as requested by consignor/consignee providing a delivery receipt is tendered to Carrier at the time that the trailer is spotted.
  - d. Carrier responsibility for shipments will begin when Carrier takes possession, custody, and control of shipments, and will end when Carrier spots equipment pursuant to consignor or consignee's request.
  - e. If, at the end of Business Hours, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:
    - i. CUSTOM will return to its terminal with whatever freight has not been unloaded, and CUSTOM shall return the following Business Day with the balance of the freight; or
    - ii. CUSTOM, at its option, may spot trailer at shipper or consignee location and return the following Business Day, and further, the trailer will be subject to charges for detention without power pursuant to Item 780 beginning immediately upon spotting of the trailer. In either case, any unused free time from the first day will continue into the second day and charges will commence when all free time has expired.
  - f. CUSTOM shall give shipper or consignee the opportunity of signing the detention records and noting any corrections to the records at the time, provided however that if shipper or consignee refuses to sign the records, CUSTOM's records will govern.

#### **ITEM 780 – ARBITRARY CHARGE – PRINCE EDWARD ISLAND, CANADA**

Except as otherwise provided, shipments picked up and/or delivered to the Zip Codes or Postal Code Prefixes listed below will be subject to the additional pickup and/or delivery charges, in addition to all other charges otherwise applicable.

- 1. **CANADIAN SECURITY SURCHARGE:** All shipments from and to points in Canada are subject to a fee of \$33.00.
- 2. **CANADIAN PROVINCE OF PRINCE EDWARD ISLAND (PEI):** Applicable fees outlined below:

Pickup and/or Delivery	Rates Per CWT (U.S. Funds)
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Postal Code Prefixes	MC	L5C	M5C	M1M	M2M	M5M	M10M
COA	\$77.17	\$21.06	\$21.06	\$19.34	\$17.31	\$15.60	\$15.29
CIA	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.81
C1N	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.67
COB	\$77.17	\$21.06	\$21.06	\$19.34	\$17.31	\$15.60	\$15.29
C1B	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.81
C1C	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.81
C1D	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.81
C1E	\$67.04	\$17.97	\$17.97	\$16.57	\$15.30	\$14.61	\$13.81

#### ITEM 781 HIGH COST SERVICE AREA

3 DIGIT ZIP CODES: 100-103, 104, 111-114, 117-119, 339-341

5 DIGIT ZIP CODES: 01905, 01906, 02026, 02101, 02108-02138, 02141, 02143, 02146, 02149, 02150, 02155, 02158, 02163, 02167, 02169, 02172, 02174, 02178, 02181, 02196, 02199, 02201, 02203-02206, 02210-02212, 02215, 02217, 02222, 02241, 02266, 02283-02284, 02293, 02297, 02298,

54202, 54209- 54212, 54234, 54235, 54246

80424, 80452, 80653, 81252, 83001, 83002, 83127

94002, 94005, 94010, 94011, 94014, 94015, 94025, 94027, 94028, 94030, 94044, 94061, 94063, 94065, 94066, 94070, 94080, 94102-94188, 94401-94404



Shipments originating from and/or destined to the 3-digit & 5-digit zip codes listed above will receive a flat surcharge of \$75.00. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

#### **ITEM 782 CANADIAN HIGH COST SERVICE AREA**

Shipments originating from and/or destined to these zip codes, which can be requested by emailing [webmaster@customco.com](mailto:webmaster@customco.com), will receive a flat surcharge of \$54.50. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

#### **ITEM 783 COLORADO HIGH COST SERVICE AREA**

Shipments originating from and/or destined to the zip codes published as Colorado High Cost Service Area, which can be requested by emailing [webmaster@customco.com](mailto:webmaster@customco.com), will receive a flat surcharge of \$127.50. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

#### **ITEM 790 - FREEZABLE POLICY**

Custom will offer protective service from freezing, during the months of October through April. CUSTOM reserves the right to refuse freezable freight when the temperature at the origin pickup location, or delivering location, falls below 10 degrees. It is assumed by Custom that freight cannot freeze at temperatures above 32 degrees. The consignor must contact the Custom terminal serving its facility and finalize arrangements with the terminal prior to tendering freezable freight to Custom. The consignor is required to notate the bill of lading in letters of at least one inch in height: **"Protect From Freezing"**.

Protection from freeze charge will be assessed at a rate of \$3.50 per CWT subject to a minimum charge of \$50.00 for LTL shipments and a rate of \$3.00 per CWT subject to a minimum charge of \$47.00 for local cartage shipments.

Each individual carton which requires freeze protection must also be so labeled. (Marking on the freight or packaging alone or on any document other than the bill of lading is not sufficient).

Custom may accept freezables for Overnight Points – on Mondays thru Thursdays; and 2nd Day Points – on Mondays thru Wednesdays. Custom will NOT accept FREEZABLES on Fridays and any day preceding a Holiday. CUSTOM will NOT accept freight requiring protection unless tendered to CUSTOM on a pallet. CUSTOM reserves the right to delay delivery of certain freezable shipments.

CUSTOM will not be responsible for any damage to shipments containing commodities requiring protection from heat or cold if said damage is the result of a delay in delivery because of the need for a delivery appointment, notification prior to delivery, or if the shipment is refused by the consignee, or if shipper insists on a pickup when carrier has declared an embargo on temperature sensitive freight.

#### **ITEM 850 - REFUSED, UNCLAIMED OR UNDELIVERED FREIGHT**

1. Shipments which have been rejected or refused at destination, or which for other reasons CUSTOM is unable to deliver at destination, will upon instructions from shipper be returned to shipper at the original point of shipment, subject to applicable tariff charges and inspection fees per returned shipment. After thirty (30) days written notice from CUSTOM, if the Shipper fails to claim such freight, CUSTOM may dispose of such freight and the Shipper agrees to reimburse CUSTOM any costs incurred in connection with such disposal.
2. If shipper does not provide any instructions to CUSTOM, CUSTOM may, at its option: (a) return the shipment to shipper, applying applicable Tariff charges as outlined in Item 885 below; (b) deliver the shipment to the nearest place of public storage where the shipment will be subject to applicable warehouse liens and

CUSTOM's liens for services rendered from origin through point of delivery to the warehouse; or (c) exercise any and all other legal remedies.

#### **ITEM 875 - STOP-OFFS**

The following provisions govern shipments accorded additional stops in transit to partially load or unload:

1. Each stop for partial loading and/or unloading shall be subject to an additional one hundred twenty-five dollars (\$125.00) charge per stop.
2. Transportation charges on a shipment stopped for partial loading and/or unloading must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.
3. Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of CUSTOM's operations or as otherwise agreed by CUSTOM.
4. The Shipping Document shall designate the following: (a) stop-off point or points and places; (b) the weight, quantities, markings, and description of articles to be loaded or unloaded; and (c) the name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.
5. Stop-off service will not apply in connection with shipments moving on COD basis, freight consigned "To Order", or "To Order Notify" or otherwise consigned as to require surrender of a bill of lading, written order or other document in advance of delivery.
6. Transportation charges, other than charges for the stop-off service, shall be charged at the rate applicable from point of origin to final destination.

#### **ITEM 880 - EXPEDITED SERVICE**

CUSTOM is not bound to transport freight in any particular vehicle in time for any particular market or delivery time other than to transport merchandise with reasonable dispatch, unless shipper contacts CUSTOM's Pricing Manager and obtains written confirmation regarding the particular vehicle to be used for the transportation, the particular time the shipment shall arrive in a particular market and a quote number for such shipment and the quote number is displayed in the appropriate manner on the Shipping Document at the time of pick-up. Unless shipper decides for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with federal and state hours of service regulations.

#### **ITEM 881 – CUSTOM BLACK AND GOLD GUARANTEED SERVICE PROVISIONS**

The following service is available upon request from the customer at the time of Quote, or Pickup and will be subject to the following Terms and Conditions:

1. Guaranteed Transit Time Standards are those that are published by Custom and are available through CUSTOM's Customer Service Department or online at [www.customco.com](http://www.customco.com)
2. In order to receive Custom Black and Gold Guaranteed Service, the Bill of Lading must clearly be marked Black and Gold Guarantee Service Requested in the body of the Bill of Lading in the section of the Bill of Lading showing Description of Articles. The consignor must also advise the Pickup Driver that they are requesting Black and Gold Guaranteed Service. Custom reserves the right to disqualify any shipment for Guaranteed Service if the specific requirements to qualify for Guaranteed Service are not strictly followed by the Consignor.

3. Black and Gold Guaranteed Service for any shipment must be requested prior to 3:30 PM and actually be picked up no later than 6:00 PM local time at the origin terminal time zone.
4. All Black and Gold Guaranteed Service shipments will be subject to an up-charge of 42.50% with a minimum up-Charge of \$39.00 for LTL and a minimum up-Charge of \$14.50 or 40.00% for a local cartage move over the standard discounted charges published for the consignor (shipper).
5. In order to qualify for Black and Gold Guaranteed Service, the shipment must be Prepaid or Third Party Bill To. Shipments that are designated Freight Collect or COD do not qualify for Black and Gold Guaranteed Service.
6. Black and Gold Guaranteed Service is not available for shipments that require protective service, shipments that require special services including but not limited to, protect from freezing or temperature controlled shipments, appointment prior to delivery, In Bond Shipments, Hazardous Material, COD Shipments, Reconsigned Shipments, Inaccurate Address on Bill of Lading, or shipments with non-business delivery addresses such as Residences, Learning Institutions, Churches, Construction Sites, Military Bases or Prisons and weekend or non-business days.
7. If the consignee refuses the shipment for any reason on the scheduled delivery date, the guaranteed service will be deemed to have been performed and the charges for the Guaranteed Black and Gold Service, as well as the standard freight charges, will be applicable.
8. In the event the Guaranteed Service shipment is not delivered on the day promised by 5:00PM, the consignor has the right to file a claim with Custom for the full amount of the Freight Charges, including the up-charge for Guaranteed Service. Custom will issue a "Paid in Full" invoice to the consignor if it is determined that the shipment qualified for Black and Gold Service and Custom did not deliver the shipment within the guidelines of the Black and Gold Guaranteed Service Program. In order to receive a Black and Gold Guaranteed Service refund, the account of the "Bill to:" party must be in current good standing with no outstanding invoice beyond approved payment terms.
9. Any shipment delayed due to an Act of God or conditions beyond Custom's control will be delivered as quickly as possible and any up-charges associated with that shipment will be abated. The shipment will be billed as a standard shipment and rated on the consignor's published tariff rate and discount.
10. In the event any of the provisions provided in this ITEM 881 are in conflict with any contractual or other specific agreements with the consignor, the provisions of this ITEM 881 shall not be applicable. The remedies and conditions set forth above shall be the only remedies allowable under any additional or different claims filed against Carrier regarding such shipment.
11. Custom reserves the right to suspend or cancel the provisions of this ITEM 881 at any time without notice and at its sole discretion.

#### **ITEM 885 - STORAGE**

1. Freight held in CUSTOM's possession because of a request, an act or omission of the consignor, consignee or owner or for custom clearance or inspection 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.
2. 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 fifty dollars (\$50.00) each succeeding calendar day, whichever is greater.

3. Storage charges in the amount of one hundred dollars (\$100.00) on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by Custom and storage charges will be increased by fifty dollars (\$50.00) for each succeeding calendar day.
4. Such property may be kept in the vehicle, warehouse, or place of business of CUSTOM subject to the tariff charge for storage and to Custom's responsibility solely as warehouseman. Alternatively, at the option of Custom, such property may be removed 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 and stored in another available storage facility at the owner's cost and held there without liability on the part of Custom 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 a 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.
5. Storage charges will end when Custom is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or customs official.

#### **ITEM 890 - HAZARDOUS MATERIALS PROVISIONS**

CUSTOM may accept shipments of Hazardous Materials for transportation in accordance with the transportation requirements of the U.S. Department of Transportation and subject to the following requirements:

1. Nothing in this rule shall obligate CUSTOM to transport shipments beyond the scope of its operating certificate or in violation of any law, regulation or ordinance. Shipments containing Hazardous Materials shall be subject to additional charges.
2. All Shipments containing Hazardous Materials must be properly classified, described, packaged, marked and labeled and be in proper condition for transportation according to applicable governmental regulations. CUSTOM reserves the right to charge, and the shipper agrees to pay, for all costs resulting from improperly packaged, marked and/or labeled hazardous materials, or the cost of disposal if the shipper refuses to accept a returned item.
3. The shipper agrees to indemnify, defend, and hold harmless CUSTOM and its affiliated and related companies and its officers, directors, employees, agents and their successors and assigns from all claims, demands, expenses (including reasonable attorney fees and costs), liabilities, causes of action, enforcement procedures, and suits of any kind or nature arising from or relating to the transportation of a Shipment containing Hazardous Materials or from shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials.
4. Shipments of Hazardous Materials which are delayed at any time due to restrictions imposed by shipper, consignee or regulatory agency will be subject to a delay-in-transit charge of two hundred percent (200%) of the storage charges published in this Tariff. Charges will begin at the time the Shipment is delayed and continue until such time as transportation can be resumed or Shipment delivered to the consignee. The party responsible for the delay shall pay said charges or if delayed by a regulatory agency, charges shall be paid by the Shipper or the party requesting the movement of the shipment.
5. The shipper shall pay CUSTOM a hazardous materials fee in the amount of \$151.00 per shipment.

#### **ITEM 940 - EQUIPMENT ORDERED BUT NOT USED**

Where call-on-demand service is requested and then canceled within twenty-four (24) hours of scheduled pick-up, shipper shall pay two hundred and fifty dollars (\$250.00) plus one dollar and fifty cents (\$1.50) per mile for all out of route miles incurred by CUSTOM in positioning equipment for canceled pick-up.

#### **ITEM 950 - FUEL SURCHARGE**

1. With regard to truckload shipments, if the weekly U.S. National Average Fuel Index is more than \$1.00 but less than \$1.09 per gallon, then the fuel surcharge for a truckload shipment will equal two percent (2%) of the freight charge. The fuel surcharge will increase the freight charge by one percent (1%) for each five-cent (\$0.05) increase thereafter until the Fuel Index reaches \$1.34. The fuel surcharge will increase the freight charge by one-half percent (0.5%) for each five-cent (\$0.05) increase in the Fuel Index above \$1.34. For example if the Fuel Index is \$2.02, then the truckload fuel surcharge will be fourteen percent (14%).
2. With regard to less-than-truckload shipments, if the weekly U.S. National Average Fuel Index is more than \$1.00 but less than \$1.09, then the fuel surcharge for a less-than-truckload shipment will equal four percent (4.0%) of the freight charge. The fuel surcharge will equal one-half percent (0.5%) for each five-cent (\$0.05) increase thereafter. (EXAMPLE: If the Fuel Index is at \$2.04, then the less-than-truckload fuel surcharge will be thirteen and one-half percent (13.5%)).
3. The U.S. average diesel fuel price issued by the DOE's Energy Information Administration, National Energy Information Center (202) 586-6966 #1 each Monday will be the weekly fuel cost used. If the fuel index is not issued on Monday, the next index issued will be used.
4. The fuel surcharge will be calculated weekly.
5. The fuel surcharge will be effective two days after the diesel fuel price referred to in (1) is issued by DOE. (EXAMPLE: For a fuel index issued on Monday, the fuel surcharge will be effective the following Wednesday.)

#### **ITEM 970 - ACCESSORIALS NOT LISTED ELSEWHERE**

1. **LIFT GATE:** \$4.50 per cwt or \$106.00 minimum charge, whichever is greater. Shipments with any dimensions of 68" x 40" x 80" or greater are handled by special request only and are required to be quoted.
2. **NOTIFICATION CHARGE:** \$19.00
3. **REBILL FEE:** \$33.00
4. **APPOINTMENT CHARGE:** \$20.00.
5. **REMOTE PICKUP CHARGE:** \$11.50
6. **INBOND CHARGE:** Subject to actual bond charges plus an administrative fee of \$87.50.
7. **MARKING AND LABELING CHARGES:** \$0.45/CTN or \$25.00 minimum charge, whichever is greater.
8. **SORTING AND SEGREGATING:** \$93.00 minimum charge or \$1.00/CTN.
9. **BLOCKING AND BRACING CHARGE:** Will be assessed an addition 20.5% to the total freight invoice.
10. **HIGH COST DELIVERY LOCATION:** \$168.50
11. **HIGH COST SERVICE AREA FEE:** \$79.50
12. **PROOF OF DELIVERY REQUIRED:** \$6.50
13. **LUMPER FEE** – Subject to actual cost of service plus an 18% administrative fee with a \$22.50 minimum charge above and beyond the following fees such as Detention Fees – See Item 770 - Detention Charge for complete details.
14. **WEIGHT – VERIFICATION / REWEIGH** - Upon request by either the shipper or consignee, CUSTOM will reweigh any shipment or vehicle on its scales and will correct the billed weight accordingly. Charges will be computed on gross weights, inclusive of the shipping container, skids, pallets or packages. When materials exceed three percent (3%) of the total weight of the Shipment, the weight of materials will be charged at the

lowest rate applicable for any article in the Shipment. In addition to all other rates and charges in applicable pricing agreements or quotations for transportation, a weight inspection charge will apply for any freight bill where an adjustment to the linehaul charges has been made due to an inspection or reweigh that results in a change in the shipment or change in the commodity class. Where adjustment increases linehaul charges by \$20.00 or more, subject to \$24.00 weight and inspection correction charge.

11. **LINEAR FOOT:** Any single LTL shipment requiring 13 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 over 12 linear feet with fractions rounding up to the next whole foot 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 13 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.

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

Freight charges to be determined using the applicable FAK class converted to Class 200 scale of rates as contracted for specific client and location, using the appropriate weight scale of rates, less contracted discount.

12. **ACCESSORIAL SERVICE CHARGES,** Payment of charges published in CTBV 5000P Tariff Items 450, 730, 740, 750, 780, 850, 875, 885, 890, 940, 950, and 970 are the responsibility of the party that is the payer of the freight bill. The party paying for the freight charges will also be responsible for any added services or additional accessorial unless otherwise agreed upon prior to delivery.
13. **ROAD CLOSURE SURCHARGE:** \$24.00 minimum or \$2.50 per hundredweight
14. **OVERLENGTH CHARGES :** Continued on following page

- a. On shipments containing articles at or exceeding eight (8) feet in length up to (12) feet , a charge of \$129.00 per shipment will be added to the otherwise applicable rates and charges after discount.
  - b. On shipments containing articles at or exceeding twelve (12) feet in length up to (20) feet, a charge of \$265.00 per shipment will be added to the otherwise applicable rates and charges after discount.
  - c. On shipments containing articles exceeding twenty (20) feet in length, a charge of \$425.00 per shipment will be added to the otherwise applicable rates and charges after discount.
- 14. **CALIFORNIA COMPLIANCE SURCHARGE** - Shipments originating from and/or destined to the state of California will be subject to a charge of \$12.00 per shipment in addition to all other applicable charges. A \$3.00 surcharge will be applied to all California local cartage shipments
- 15. **SINGLE SHIPMENT CHARGE** - A single shipment with a total weight of less than 500 pounds picked up and one time and placed unaccompanied by any other less than truckload (LTL) shipment of any description from the same pickup site, will be subject to a charge of \$29.50 per shipment and \$28.00 for local cartage shipments, in addition to all other lawfully applicable charges.
- 16. **REQUEST FOR APPROVAL ON ADDITIONAL ACCESSORIAL CHARGES** - The Custom Companies Inc. tariff (CTBV500) will supersede the instructions listed on any BOL tendered via The Custom Companies Inc. In the event a pickup and/or delivery requires additional accessorial charges but the BOL provided states "prior approval required", The Custom Companies Inc. and its agents will provide the required accessories to complete the delivery and the charges will be additionally billed to the documented billing party. In the instance the Bill To party refuses to, the non-paying party(s) will be made responsible for the additional charges.
- 17. **LINEHAUL CAPACITY SURCHARGE** - The Custom Companies, Inc. will at times assess a Linehaul Capacity Surcharge. The charge will be applied during escalated market conditions. The charge is \$1.50 per cwt with a minimum of \$22.50
- 18. **REMOTE DELIVERY CHARGE:** Shipments delivered to any ZIP/Postal Code referenced on the "Remote Delivery Points List", available upon request via email to [webmaster@customco.com](mailto:webmaster@customco.com), in addition to all other applicable charges, will be assessed a charge of \$20.00 per CWT with a \$231.00 per shipment minimum, whichever produces the greater amount, subject to a maximum charge of \$518.91.
- 19. **HIGH COST DELIVERY LOCATION:** Shipments delivered to any address referenced on the "High Cost Delivery Location List" due to the locations challenging delivery requirements. The list of locations is available upon request via email to [webmaster@customco.com](mailto:webmaster@customco.com), in addition to all other applicable charges, will be assessed a charge of \$150.00.
- 20. **HIGH COST SERVICE AREA:** shipments delivered to any ZIP/Postal Code referenced on the "High Cost Delivery Location List", available upon request via email to [webmaster@customco.com](mailto:webmaster@customco.com), in addition to all other applicable charges, will be assessed a charge of \$150.00
- 21. **REGIONAL LINEHAUL SURCHARGE:** Shipments destined to East (NJ, DE, NY, PA, DC, MD, WV, OH), Mid-Atlantic (NC, SC, VA), Northeast (CT, MA, ME, NH, RI, VT), South (AL, FL, GA), Southeast (MS, TN, KY, AR, LA), Central (CO, KS, MT, ND, NE, SD, WY), Midwest (IA, IL, IN, MI, MN, MO, WI), Northwest (ID, OR, WA), Southwest (AZ, NM, OK, TX), West (CA, NV, UT) may be subject to a Regional Linehaul Surcharge.
- 22. **GROCERY WAREHOUSE SURCHARGE:** Shipments delivered to all Grocery Warehouses will be subject to a \$178.00 delivery surcharge, billed to the payor of the freight charges, which will get applied in addition to all other lawfully applicable charges. Additional services required to be provided or resulting from these services, may include, but not limited to, additional services such as Inside Delivery, Sort & Segregating, and Detention with Power. Where the grocery warehouse requires the use of a service provider for specific unloading services, Carrier will be reimbursed by the payor of the freight charges for the cost of the required service charged by the provider, any resulting cost for delay incurred for detention or delivery completed after normal business hours.

#### ITEM 980 - ADDITIONAL TERMS AND CONDITIONS

- 1. If there is a conflict between this Tariff and the CUSTOM Shipping Document, this Tariff shall control. If there is a conflict between any shipping document issued by any party other than CUSTOM and this Tariff, this Tariff shall control. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and the conditions applicable to the services provided by CUSTOM will be controlled by this Tariff.

2. This Tariff supersedes all previous tariffs (and other prior statements, written or oral) concerning the rates and conditions of the services provided by CUSTOM.
3. CUSTOM reserves the right, from time to time, to modify, amend or supplement its rates, features of service, products and this Tariff.
4. A current copy of this Tariff may be obtained by contacting CUSTOM in writing at Attn: Rules Tariffs, 135 N. Railroad Avenue, Northlake, IL 60164.
5. Rates and service quotations by Custom's employees and agents will be based upon information provided by the shipper, but final rates and services may vary based upon the shipment tendered and the application of this Tariff.
6. Unless otherwise provided, requests for changes to the Shipping Document must be in writing. No oral modifications will be accepted by CUSTOM.
7. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of CUSTOM before services will be performed.
8. The signature of the drivers on the Shipping Document only acknowledges receipt of freight. Terms and conditions of this Tariff shall apply.
9. CUSTOM makes no warranties oral or written, express or implied with respect to any services provided and its liability is limited as set forth herein.
10. The failure on the part of CUSTOM to exercise, or any delay in exercising, any right or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or law.
11. It is the responsibility of the shipper to ensure that a Shipment tendered to CUSTOM does not violate any federal, state or local laws or regulations applicable to the Shipment.
12. CUSTOM reserves the right, but is not required, to open and inspect any package tendered to it for transportation.
13. Rates and charges contained in this Tariff, the Shipping Document or any other transportation agreements between the parties are stated in currency of the United States.
14. Shipper, consignee and other parties to the transportation transaction hereby stipulate and agree that in the event any matter or dispute arises out of the transportation transaction and the resolution of any such dispute requires litigation in a court of law that any court having jurisdiction sitting in Cook County Illinois shall have the sole and exclusive jurisdiction over any such matter in controversy. The shipper, consignee and other parties to the transportation transaction agree not to raise, and hereby waive, any defense based on venue, inconvenience of forum, lack of personal or subject matter jurisdiction and sufficiency of service or process.
15. CUSTOM shall have the right, with notice to the Shipper, to forward transported property by any carrier or route between the point of shipment and the point of destination.
16. Where any item requires the permission of an authorized representative of CUSTOM (i.e. its Pricing Manager), in the event that position is eliminated or that individual is unable to provide such permission, only an individual designated, in writing, by the President of the Company may act as an authorized representative and provide such permission(s).



17. If any provision of this Tariff, or the application thereof to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Tariff, or the application of such provision to any entity or person or circumstance other than that which is determined to be invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
18. Throughout this Tariff, whenever the context so permits, the feminine gender shall be deemed to include the masculine and vice-versa, and both shall be deemed to include the neuter and vice-versa, and the singular shall be deemed to include the plural and vice-versa.
19. Titles or captions contained in this Tariff are inserted only as a matter of convenience and for reference and shall in no way define, limit, extend or describe the scope or intent of this Tariff or of any provision hereof.

Description of Commodities	NMFC	Maximum Liability	
		(up to) Per Pound	(up to) Per Occurrence
Articles "Used", "Reconditioned", or Refurbished"	All	\$0.10	\$10,000
Baths, Bathtubs, Pool Shells, Shower baths (Showers), Shower Stalls, or Spas, NOI	158260 Subs 1 – 9	\$2.00	\$10,000
Electrical Equipment	60500 – 63561	\$0.10	\$10,000
Machinery	114000 – 133320	\$0.10	\$10,000
Vehicle, Motors, Parts	188500 – 193050	\$1.00	\$10,000
Personal Effects, Household goods	100200 - 100260	\$0.50	\$10,000

Lamps or Lighting group	109000 – 109950	\$0.10	\$10,000
Glass and Glassware group, this is to include Acrylic and Ceramic articles unless NMFC item is provided on BOL	86500 – 86960 & 87500 – 88660	\$0.10	\$10,000
Property bought over the internet from companies including, but not limited to eBay, Amazon, or others, which is new or used merchandise.	All	\$0.50	\$10,000
Uncrated Machinery	114000 – 13320	\$0.50	\$10,000
Automobile Parts	17800 – 20252	\$2.00	\$10,000
Paraphernalia, Exhibition or Tradeshow, Booths, or Stalls, NOI	154360 – 154640	\$0.50	\$50,000
Furniture and other related items	79000 - 82670 & 82750 – 83640	\$2.00	\$10,000
Plumbers' goods including but not limited to Vanity and Vanity tops	158000 – 159630	\$2.00	\$10,000
Metal storage cabinets, or Shelving	80250 – 80480	\$2.00	\$10,000

Computers, Fax, and Copy machines and their components	116030 & 118250	\$2.00	\$50,000
Air Coolers, Air Conditioners, Air Handlers, Evaporators, Heat Pumps, or Refrigeration	114125	\$2.00	\$50,000
Compressors or Air Ends NOI	118100	\$2.00	\$50,000
Cooler group & Appliances & Boilers, Water Heaters, Radiators, Furnaces, Stove and related articles	53000 – 53220 & 124125 – 124355 & 124000 – 124370 & 25400 - 27660	\$2.00	\$50,000
Doors, without glass	34265	\$2.00	\$10,000
Wheels, NOI, Chrome Magnesium, Aluminum or other than Steel	20020 & 197592	\$2.00	\$10,000

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