Rules Tariff 100-A

THIS PUBLICATION APPLIES ONLY IN CONNECTION WITH CONTRACTS AND/OR RATES MAKING REFERENCE TO THIS PUBLICATION

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Revisions

Revisions to this release of the rules tariff include:

Item 994 - Quebec Carbon Surtax Recovery

Item 100: Governing Publications

Except as otherwise provided herein, this tariff is governed and incorporates by reference the following publications, including any revisions or successive issues thereof - Classification - NMFC Series 100; Hazardous Materials - Department of Transportation, Title 49 - Code of Federal Regulations; Zip Codes - U.S. Postal Service; Mileage - MS MapPoint

Item 101: Participating Carriers:

CrossCountry Courier, Inc. dba CrossCountry Freight Solutions participates and is subject to this Tariff.

Item 110: Definitions

AGENT is an independent contractor hired by the Carrier to provide service on the Carrier's behalf. Agents typically use the contracting Carrier's paperwork and follow the contracting Carriers operating procedures.

BOL means bill of lading.

BUSINESS DAY means Monday through Friday.

BUSINESS HOURS means the hours during which operations are generally conducted by the Carrier. If not otherwise specified Business Hours are between 7:30 am and 5:30 pm.

CARRIER is CrossCountry Courier, Inc. dba CrossCountry Freight Solutions or its affiliated companies hired to perform transportation and other available services.

CONSIGNEE is the party to whom the freight is tendered or delivered.

CONSIGNOR is the party who tenders freight to the Carrier. Commonly referred to as the "Shipper".

DECLARED VALUE means the Value of the items being shipped.

DIRECT SERVICE POINT is a point that is serviced by the Carrier

DR means delivery receipt.

HANDLING UNIT means a shipment or a portion of a shipment that is individually identified and must be handled independently to be distributed or transported.

HOLIDAY means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day or any other day observed as a holiday at the point where service is performed. Holidays that fall on Saturday will be observed the previous Friday. Holidays that fall on Sunday will be observed the following Monday.

INDIRECT SERVICE POINT is a point serviced through an Agent.

INTERLINER or INTERLINE CARRIER is a Carrier with its own operating authority and licenses that is contracted by the Carrier to perform services on its behalf. Typically, the Interline Carrier will use its own paperwork and follow its own operating procedures and will provide service outside the Carrier's service area.

INTERLINE SERVICE POINT is a point serviced through an Interliner.

LESS THAN TRUCKLOAD (LTL) shall mean all shipments subject to LTL ratings in the NMFC Series 100, supplements thereto or reissues thereof, weighting less than 19,999 pounds. Shipments weighting between 10,001 and 19,999 shall be rated at the 10,000 pound LTL rate level less any applicable discount. In the event Carrier inadvertently accepts a shipment that exceed 20,000 pounds, the shipment shall be rated at actual weight using the 10,000 LTL rate level less any applicable discount.

PALLET means any elevated platform used to transfer freight with a pallet jack or forklift. As intended herein, skids, platforms, containers, shipping carriers, crates, or platforms may be referred to as pallets.

PLACE means a particular street address or other designation of specific location and shall not be considered separate if intersected by a public street or thoroughfare.

POD means proof of delivery.

POINT means a particular city, town, village, community, or other area treated as a unit for the application of line haul rates.

POWER UNIT means any self-propelled vehicle used on public roads or highways in the transportation or cartage of goods.

SHIPPER is the party tendering freight to the Carrier and also referred to as the Consignor.

TARIFF means any classification, charge, price, rule or rate established by the Carrier and kept on file in the Carrier's office.

TSA means Transportation Security Administration

TRUCK, TRACTOR, OR VEHICLE means any self-propelled vehicle used on public roads or highways in the transportation or cartage of goods.

TWO LINE HAUL or THREE LINE HAUL identifies the number of Carriers involved in transporting a shipment from origin to destination.

Item 111: Jurisdiction

Exclusive jurisdiction and venue for all civil actions arising out of transportation services provided by Carrier including, but not limited to actions arising from alleged damage to cargo and collection actions shall be either the state or federal courts in the State of North Dakota. Shipper, Consignee or any employee, agent, representative or similar person of any of these parties, by tendering freight to Carrier or by being a party to the same shipment transaction in any way whatsoever, hereby consents to the personal jurisdiction of the state and federal courts of the State of North Dakota, and each party hereby waives any and all defenses to venue and jurisdiction including, but not limited to, any claimed lack of personal jurisdiction or forum non conveniens. If any party files a legal action in contravention of the foregoing, Carrier shall be entitled to collect its reasonable attorney fees and costs associated with enforcing its rights under this Item 111, regardless of the ultimate outcome of the legal action.

Item 112: Exclusive Use of Vehicle

Upon request by a shipper, Carrier will furnish a truck for the exclusive use of the shipper based on carriers availability of equipment and manpower for the time in which the service is requested. Charges and other provisions for such service, shall be negotiated based on the handling characteristics of the shipment and the specific handling requirements of the shipper, and agreed upon by both the customer and carrier prior to the performing of such service. Freight charges for exclusive use must be guaranteed and the request and confirmation of charges must be in writing.

Item 113: Quotations of Estimated Charges

Estimates of freight charges are provided as a convenience and are an approximation of freight charges which is not binding on the carrier or shipper. Unless otherwise provided, the quotations of estimated base rate charges are only good for 30 days. Fuel is a variable charge and will be rated at the time of the shipment and is not binding on the carrier or shipper at time of estimation. For shipments which are quoted via an electronic source that exceed 20,000 pounds, qualify for linear foot, or capacity loads will not be valid or honored.

All transportation, including fuel charges on a shipment will be assessed on the basis of published tariff or contract provision in effect at the time of the shipment, as applicable to the actual weight, commodity, or commodities shipped and related services performed.

Item 150: Cancellation of Pricing Programs

If the Carrier does not receive a shipments rated under a pricing program provided to a Shipper or Consignee, as the case may be, for a period of six (6) months, then Carrier reserves the right to cancel any such pricing program and all further shipments will move under Carrier's standard base rates and related charges.

Item 155: Disclaimer Regarding Contracts

The rates and provisions named in this tariff and tariffs making reference to this tariff shall be applicable to all shipments and may not be negated or superseded by any claimed contract that is written or unwritten, promise, representation, or indicated understanding between the parties UNLESS such agreement, contract or understanding is in writing and signed by an authorized representative of the Carrier. Rates, rules, and regulations negotiated with Carrier which are not contained in any applicable tariff, pricing confirmation page, or written contract will become effective only upon the effective date of such tariff, pricing confirmation page, or written contract between Carrier and its customer, once such document is created. Retroactive publication of provisions shall not be made to reflect any claimed unwritten contract or agreement.

Item 160: Collection of Charges or Extension of Credit

For Prepaid shipments, charges are due and payable by the Consignor when the shipment is tendered to the Carrier unless credit has been established with the carrier.

For Collect shipments, charges are due and payable by the Consignee at the time the shipment is delivered unless a credit arrangement has been established with the carrier.

Payment may be made by valid check, money order, credit card, Electronic Funds Transfer (EFT), or Automatic Clearing House (ACH) in United States Dollars only. A remittance advice must accompany payment to specify payment details. Payment shall be applied to specific shipments, even if older balances remain unpaid.

Third Party Billing

When a party other than the Shipper or Consignee on the bill of lading is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and by the Shipper at time of shipment, except as provided below in this Item 160.

Payment to a freight forwarder, broker, or other party shall not be deemed received by Carrier, and shall not relieve shipper or consignee of liability to Carrier for freight charges.

When Shipper requests Carrier to bill a third party, payment of the charges must be guaranteed by the Shipper if the third party fails to pay such charges within the time allowed under federal credit regulations.

When Shipper, Consignee or the initially designated payer of the freight charges instructs the Carrier to bill the freight charges to a third party and such information is not shown on the bill of lading at time of shipment, an additional charge will be assessed for the new billing, in addition to all other applicable charges. The name of the charge is the Charge is the Bill of Lading Correction Fee. See Carrier's Accessorial Rate chart for current rate.

The additional charge will be assessed against the party billed for the freight charges.

The execution of Section 7 of the bill of lading by the Shipper is not valid on shipments subject to the provisions of this Item 160.

Establishing Credit

If a credit application is completed and the Carrier deems it appropriate, credit may be extended to a Consignor or Consignee.

INADVERTENCE CLAUSE - If the carrier inadvertently accepts a shipment where the shipper and third party on a prepaid bill or the consignee and third party on a collect bill have not established credit or have lost credit privileges, the carrier will contact the shipper, consignee or third party in an effort to make other payment arrangements.

If the carrier is unable to reach an acceptable payment arrangement, the carrier reserves the right to change the bill to collect and remove the third party billing request, thereby making the consignee responsible for payment of all transportation charges. If the consignee is unable or unwilling to pay the charges that are due, the carrier will place the shipment on-hand at the destination and notify the shipper. The shipper (or ultimate pay party) will be responsible for any storage charges that incur while the shipment is held at destination

If payment is not received within the payment terms, Carrier reserves the right to commence civil action or final and binding arbitration proceedings to recover such invoiced amounts within (18) eighteen months of delivery or tender of delivery of the shipments involved. If Carrier alleges undercharges, or Consignor alleges overcharges, duplicate payment, overcollection or unidentified payment, then notice of such claims must be given within 180 days of receipt of the invoice and a civil action or arbitration proceedings must be filed within (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by present federal regulations codified at 49 C.F.R Part 378.

Payment terms are 30 days from invoice date.

Past due balances are subject to a monthly service charge of 1.5% of the unpaid balance due or $25, whichever is greater (or the highest allowable by law).

Rates and charges that are not paid within thirty (30) days from the invoice date (or other credit period, if applicable) and for which Carrier acquires the use of an outside collection agency and/or attorney to effect collection will be subject to a collection handling fee of thirty percent (30%) of the unpaid amount. If the payor of the freight charges is unwilling to pay for the service, the charges will be assessed against the party requesting the services. Should this fee exceed the maximum allowed by state, federal, or local statute, such fee will be reduced to the maximum rate not otherwise prohibited.

Carrier reserves the right to suspend credit for any reason.

Item 200: Cargo Loss and Damage Claims

Carrier will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein, or to the extent otherwise specifically outlined in participating tariffs or contracts.

Carrier's liability for cargo loss and damage begins upon Carrier's signing the receipt or bill of lading for property it receives for transportation. Carrier will not assume liability for improperly packaged shipments as it is the shippers responsibility to ensure NMFC packaging guidelines are followed. Shipments must be properly packed to ensure damage-free transportation in an LTL environment with ordinary care in handling.

Unless otherwise specified, Carrier provisions as set forth in 49 C.F.R. 370 and STB NMF 100 Series, Items 300100 through 300155 shall govern the investigation and disposition of cargo claims for loss and/or damage.

All claims for loss or damage must be filed in writing within nine (9) months after the delivery or reasonable time for delivery has elapsed for non-delivery. When claims are not filed within the prescribed times such claims are barred and will not be paid.

Any lawsuits for cargo claims shall be instituted against Carrier no later than two years and one day from the day when written notice is given by Carrier to the claimant that Carrier has denied the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such cargo claims shall not be paid.

Concealed Loss or Damage

Concealed loss or damage is that which was not apparent at time of delivery. Consignee should notify Carrier as soon as damage is discovered and in no case later than 5 days after freight was tendered. Notification may be given by telephone or in person, but must be followed in writing. Claims for concealed damage, where there is visible damage to the cargo, but a clear receipt of delivery, will not be accepted by Carrier and assumed to have occurred after delivery while in the Consignee's possession. Payment for concealed damage shall be limited to $100.

Customer waives any offset right you may have and shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier. All claims must be filed and processed separately from your payment for services arranged or provided by Carrier.

Freight Charges

Freight charges for shipments that are subject to a loss or damage claim remain due and payable according to standard payment terms. Any request for reimbursement of freight charges must be included as part of the claim amount. Claims will not be processed or paid until all applicable freight charges have been paid in full.

Minimum Claim Amount

The minimum amount of a claim that will be considered by Carrier is $100.00

Acceptance of Funds

A claim is considered closed if funds issued as a claim payment by Carrier are accepted by the payee.

Cost of Labor

Carrier will not pay labor charges exceeding $50.00 per hour associated with repairing or otherwise on a claim for a shipment that has been lost or damaged.

Item 201: Protect from Heat or Freeze

Carrier does not provide temperature control and assumes no liability for damage caused by temperature. Carrier does not accept food, including food for animals, that is not packaged in completely enclosed containers, or that requires temperature control, and is exempt under these sections of the FSMA. Carrier does not provide protective service for heat sensitive or freezable commodities. If shippers tendered to Carrier commodities in which are sensitive to temperature control, Carrier will not be responsible for damage resulting from freeze or heat.

Item 205: Incidental, Special, or Consequential Damages

Carrier is not liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods or the act or default of the Consignor. The burden to prove freedom from negligence is on the Carrier or the party in possession.

Consignor shall, at its cost and expense, comply with all applicable federal, state, local and International laws, rules and regulations pertaining to its cargo and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by Consignor or Consignor's shipments with any such laws, rules, or regulations. Consignor shall also be responsible for Carrier's charges pertaining to any services by Carrier at Consignor's request for compliance with any such laws, rule or regulations.

In no case shall Carrier be liable, and hereby disclaims responsibility for any indirect, incidental, consequential, special punitive, or multiplied damages or other indirect costs, lost profits, fees, or charges of any kind arising from any service provided or freight claims filed hereunder or any other acts, including delays or omissions of Carrier, whether foreseeable, disclosed or not.

Subject to reasonable requests, Carrier agrees to accept, transport, and deliver with reasonable dispatch such cargo as may be tendered to Carrier for transportation. However, Carrier shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery.

Item 208: Published Transit

Published transit times indicate the transit time Carrier strives to achieve. Carrier will make every effort to meet the published transit times for shipments tendered for transportation. Due to the complex nature of freight transportation, factors such as inclement weather, staff availability, mechanical issues, consignee availability, and other factors may temporarily delay shipments. In the instances where the transportation of an individual shipment does not meet the published transit times, Carrier will not be liable to consignor, consignee or their agents for any and all direct, special or incidental damages or costs claimed to result from this failure to meet published transit times including, but not limited to, plant shutdowns, loss of sales and/or loss of profits. For purposes of on-time reporting, any shipment with a published transit time of greater than one business day will be considered on-time if it is delivered within 24 hours of the expected delivery date.

If through no fault of the Carrier, the tender of delivery can not be accomplished at the time agreed upon, and the delivery was attempted, the shipment shall be subject to the Notification/Appointment, Multiple Attempt and the applicable Residential, Rural Route, Limited Access Accessorial Charges, in addition to all other applicable freight or accessorial charges. See Accessorial Rate Chart for current rates.

Item 210: Returned Freight

Carrier shall not be liable for loss, damage or destruction of property for shipments being returned to the original Consignor, which were initially transported by Carrier, from the original Consignor and delivered without exception, when Carrier is not given the opportunity to inspect prior to return.

Carrier will attempt and document attempts to request disposition on three different business days and if not received within 10 days the shipment will be returned to the interline carrier or shipper and applicable freight charges will be billed to the original billing party. In the event a claim is to be filed freight should be safeguarded until completion of the claim.

Item 215: Pallet - Shipment Preparation and Liability

Shipments tendered to Carrier on a shrink or stretch wrapped skid (SWS) or shrink or stretch wrapped pallet (SWP), shall be signed for as ___ SWP(s) STC ____ Pieces or ___PLT(s) STC ____ Pieces. When a shrink or stretch wrapped pallet is delivered intact, Carrier shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed. In such circumstances, the driver will accept only for shipment the number of pallets, not the number of pieces identified on the bill of lading.

Pallets, at minimum, shall be equal to the length and width dimensions of the freight being shipped. Carrier shall assume liability only for loss, not damage, of freight overhanging the pallet. Carrier will not assume liability for improperly packaged shipments as it is the shippers responsibility to ensure NMFC packaging guidelines are followed. Shipments must be properly packed to ensure damage-free transportation in an LTL environment with ordinary care in handling.

Top-heavy or unstable freight shall be strapped securely to the pallet. Carrier shall not be liable for damage caused when freight is not properly secured or when the pallet is defective or insufficient to support the weight of the cargo.

Freight rated as a pallet shall be considered UNCLASSIFIED and will be subject to liability limits associated with such, as shown in the General Limitations of Liability section of this tariff.

Unless otherwise specified within the applicable tariff or contract, Carrier calculates pallet weight as 50 pounds per pallet. The weight of the pallet is excluded when determining indemnity or shipment value.

Item 220: Undelivered Freight

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Carrier cannot locate the consignee, or freight cannot be transported because of an error or omission on the part of the Consignor, Carrier will make diligent effort to notify the Consignor promptly that the freight is in storage and the reason thereof.

Undelivered shipments will be subject to applicable storage or detention charges if Carrier does not receive detailed disposition instructions.

Carrier will only follow any applicable Uniform Bill of Lading terms and conditions for disposition of undelivered freight.

Upon request of the Consignor, undelivered shipments will be returned or reconsigned. In such cases, the Consignee and Consignor are responsible for payment of the rates and charges applicable for the original move, the return or reconsignment move, and other services performed.

Shipments moving under the provisions of this item will be subject to all other provisions of the Rules Tariff.

Item 225: Consignor Load; Sealed Shipments

When prearranged with Carrier, Carrier may spot or drop trailer at that Consignor's loading facility so the Consignor may load the trailers or vehicles at its convenience. Any discrepancy on those shipments tendered under the Consignor Load and Count (SL&C) arrangement will be handled in the following manner:

At pick-up, Carrier will include "SL&C" on the Bill of Lading, indicating the Consignor counted and loaded the shipment without Carrier's driver present. The Consignor must properly block and brace the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties, if the Consignor has in fact performed the counting and loading without a representative from Carrier present.

Carrier will provide seals for security purposes to the Consignor when requested. Failure of the Carrier to seal a load will not affect the terms and conditions outlined. If Shipper loads and seals the cargo in or on the trailer and Carrier does not have the opportunity to count the cargo being loaded and the seal is intact upon delivery, Carrier shall be absolved from any liability for shortages or any damage to the lading except when proximately caused by independent action of Carrier. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent of a body politic, or (ii) trailers are preloaded and the adequacy of loading or count of such trailer is not practical by a representative of Carrier. Carrier agrees that if a seal is broken and an inspection made by an agent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the lading. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. Carrier may break the seal on a trailer if, upon Carrier’s determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or Carrier’s equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. The Consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken.

Carrier will notify the Consignor's representative of any exceptions within 24 hours of unloading; provided Carrier is made aware of any such exceptions by the Consignee. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.

Shortages will be reported as above. The Consignor will advise Carrier of the disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Consignor caused shortage, the Consignor will allow Carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.

Carrier may accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature or the Consignor loaded and seals the cargo without the Carrier having an opportunity to count or inspect the cargo being loaded.

Carrier is responsible for transporting units only. Individual item numbers, carton numbers, and purchase order number shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.

Except otherwise provided in this Item 225, Carrier will not decline liability of claims just because the Bill of Lading is noted "SL&C". The burden is Carrier's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The Consignor agrees not to file claims when discrepancies have been properly reported.

Consignor is liable for any and all damages or loss to the Carrier’s equipment while in the physical possession of the Consignor. Acts of God and normal wear and tear shall be excluded. The Consignor will promptly reimburse the Carrier for the cost of repairing or replacing such equipment. Carrier will furnish up to two estimates for repair or replacement of equipment if requested by the Consignor.

Item 230: Consignee Unload

At Consignee's request, Carrier may drop or spot trailers or vehicles at the Consignee's facility so the Consignee may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner:

Carrier agrees to spot or drop trailers or vehicles at Consignee's place of business for the purpose of Consignee to complete the unloading process within normal free time or otherwise agreed to in writing.

Consignee will not utilize Carrier's equipment for any use other than the express purpose of unloading.

Detention rules and charges apply. The Consignee is responsible to notify Carrier as soon as the equipment is empty and available for pick up. Failure to provide notification will not exclude the Consignee from detention charges.

Consignee is liable for any and all damages or loss to the Carrier’s equipment while in the physical possession of the Consignee. Acts of God and normal wear and tear shall be excluded. The Consignee will promptly reimburse the Carrier for the cost of repairing or replacing such equipment. Carrier will furnish up to two estimates for repair or replacement of equipment if requested by the Consignee.

Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the Consignee has in fact performed the counting and unloading without a representative from Carrier present.

Carrier may provide sealed trailers with the Carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.

Delivery receipts will be signed by the Consignee at time the trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.

The Consignee agrees to notify Carrier in writing of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped at Consignee's location.

Carrier is not liable for shortages of uncountable palletized orders, picked up and delivered with any of the following: banding, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids for Consignor Load and Count orders that have been properly reported to the Consignor at first unloading. If Shipper loads and seals the cargo in or on the trailer and Carrier does not have the opportunity to count the cargo being loaded and the seal is intact upon delivery, Carrier shall be further absolved from any liability for shortages or any damage to the lading except when proximately caused by independent action of Carrier.

Carrier is responsible for handling units only as signed for and tendered by the Consignor. Individual item numbers, carton numbers, and purchase order number shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pick up, or as applicable, properly reported as received on a Consignor Load and Count trailer.

Shipments tendered to the Consignee to be unloaded at Consignee's convenience are to be secured by the Consignee in a manner to prevent theft. Carrier is not responsible for stolen product while in the possession of the Consignee.

Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. Carrier bears the burden to provide a clear proof of delivery when the documents are returned to the Carrier. The Consignee bears responsibility to provide a written documentation of discrepancy to the Carrier. The Consignee agrees not to file claims when discrepancies have not been properly reported

Carrier will accept liability for any loss or damage to product that has been properly reported unless the loss or damage is one of a concealed nature. In this respect any claim following will be settled based on the findings of the investigation.

Item 249: Maximum Liability Tobacco Products

On shipments of cigarettes and/or tobacco products which are subject to rates and charges governed by this rules tariff and the maximum liability will be $2.00 per pound for loss or damage, which will be computed only on the actual weight of the portion that is lost or damaged.

Item 250: General Limitations of Liability

Effective April 1, 2025, the maximum liability for any shipment will increase to $10,000 when applicable as shown below. Any shipment tendered prior to April 1, 2025, will remain subject to the previous maximum liability of $2,50

Carrier's maximum liability for any shipment loss, damage, or delay shall not exceed the maximum per pound per shipment value stated herein. Only the damaged or lost portion of the shipment will be used when determining the liability. The weight of packaging and/or the shipping container shall not be included when calculating additional indemnity or maximum liability.

Accordingly, the Carrier's maximum liability for any shipment loss, damage, or delay shall be as follows:

Category	Per Pound	Maximum Per Shipment
Used	0.50	500.00
Pallet Rates	1.00	2,500.00
Flat Rates		50.00
Shipments between USA and Canada	2.00	10,000.00
Freight Density >30 (Class 50-60)	1.00	10,000.00
Freight Density 15-30 (Class 65-70)	2.00	10,000.00
Freight Density 9-15 (Class 77.5-100)	3.00	10,000.00
Freight Density 6-9 (Class 110-150)	4.00	10,000.00
Freight Density <6 (Class 175-500)	5.00	10,000.00

PALLET RATES - For freight rated using a standard or fixed price per pallet position (rather than a rate based on only the shipment weight), the Carrier's liability limits shall be determined by referencing the General Limitations of Liability for 'Pallet Rates' in the above table.

FLAT RATES - For freight weighing under 50lbs rated using flat rate pricing (rather than a rate based on only the shipment weight), the Carrier's liability limits shall be determined by referencing the General Limitations of Liability 'Flat Rates' in the above table.

USED FREIGHT - If cargo has been reconditioned, refurbished, rebuilt, remanufactured, and even if it is being shipped in its original packaging, or packaging similar to its original packaging, it is to be deemed USED for the purpose of the applicable rates and liability limits. Cargo is considered NEW if it has come from the manufacturing or growing facility, and it remains in its original box, carton, or shipping container, and has never been removed from the manufacturer's original packaging.

For Shipments with a declared value of greater than $100, Carrier's minimum liability is $100

The freight density (Weight/Cubic Feet) of the shipment shall determine the Carrier's liability for each shipment. If the freight density is unavailable, the carrier's liability shall be determined by the freight class of the shipment, in accordance with NMFC freight classification guidelines. Freight subject to an FAK rating shall be indemnified using the Carrier liability limits of the class or density at which the freight was rated.

The weight of packaging and/or shipping container shall not be included when determining additional insurance coverage or maximum liability. Carrier considers a pallet to weigh 50 pounds.

Item 255: Additional Liability Coverage

If Shipper desires to tender a shipment requiring Carrier liability in excess of the per pound liability limitations set forth in Item 250, then Shipper must state in writing in the description of articles or Declared Value section on the original Bill of Lading the declared value of the shipment and that Additional Liability Coverage is requested. The notation of Additional Liability Coverage and the declared value of the shipment must be placed on the original Bill of Lading with the description in lettering at least one inch in height.

Additional liability coverage must be requested prior to shipment pickup and shall be included in writing on the price quote and bill of lading or in the body of the bill of lading if published pricing is applicable to the shipment. Carrier reserves the right to refuse services when the request for additional liability is deemed by Carrier to be an unacceptable risk or for any other reason. Party responsible for freight charges acknowledge that Carrier's offered pricing is based on, and is in consideration of, certain commodity or cargo liability limitations as set forth herein or as indicated on the applicable price quote. Party responsible for freight charges can request different commodity liability limitations at different offered pricing by contacting Customer Service.

Example: A shipper requesting $10,000 in Additional Liability Coverage would notate the Bill of Lading in the "Declared Value" box provided on the Bill of Lading at the time of shipping as follows:

In the event that the Shipper does not use Carrier's standard Bill of Lading containing the language as outlined in the example above, the conditions outlined in this section will still apply and the procedure outlined must still be completed by Shipper, if Additional Liability Coverage is requested.

Additional Liability Coverage purchased by the Shipper will apply to the shipment as a whole and will be prorated across the entire shipment in the event of a partial loss or damage.

An Additional Liability Coverage Fee, as set forth in the Accessorial Rate Chart, will be charged to the Shipper, Consignee or identified payer of the freight charges. The charge will be in addition to any applicable freight charge and is not subject to any discount. The charge will be payable by the party responsible for payment of the freight charges and shall be considered and treated as additional freight charges.

Carrier is not, under any circumstances, an insurance company or provider. Carrier does not sell insurance coverage. Additional Liability Coverage is not and will not be considered as insurance for the shipment.

If Carrier transports shipments in connection with other carriers (either air, motor, water or rail) Carrier's maximum liability in the event of loss or damage will not exceed the lesser of the Carrier's maximum liability hereunder or the maximum liability of the other carrier. Effective April 1, 2025, in no event shall the Carrier's maximum liability for any shipment exceed the lesser of actual value of the cargo, or $10 per pound, or $25,000.

In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining additional liability coverage or maximum liability.

Any effort to request Additional Liability Coverage or declare a value in excess of the maximum indemnity limits allowed in this tariff is null and void. Inadvertent acceptance of shipments bearing such a request does not constitute a waiver of the maximum value or indemnity limits by the Carrier. In no event shall Carrier or Service Providers' liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise contractual agreement between the party responsible for the freight charges and the Carrier.

Additional liability coverage may be denied at the Carrier's discretion. When additional liability is purchased, restrictions of liability found in items 200-250, and 790 apply; including but not limited to temperature control, delays in delivery, inadiquate packaging per NMFC packaging guidelines. Additional liability coverage will only apply to services which meet the specific provisions outlined herein, including meeting NMFC 100 series and other industry minimum packaging requirements unless other standards are specifically required herein.

Additional liability coverage is not allowed on shipments containing used product. Failure of the shipper to declare that a commodity is used shall not alter the application of this provision. Commodities that are used shall include but not be limited to refurbished, rebuilt, trade show displays, other used displays, returns and remanufactured commodities.

Item 260: Full Value Coverage

Shippers may elect Full Value Coverage ("FULLVALINS") on freight tendered to CrossCountry Freight Solutions, Inc. ("CCFS") for LTL transportation. Full Value Coverage provides protection against physical loss or damage from external causes only, completely replacing standard carrier liability under Item 255, subject to the rules and exceptions herein. Coverage is provided through Loadsure's Orinoco Shippers Interest Insurance program, underwritten by participating Lloyd's of London syndicates.

Coverage charges will not be voided or refunded under any circumstances, including when freight charges are refunded due to service failures. See Accessorial Rate Chart for current rates.

Electing Coverage

Coverage must be requested and approved prior to tender and cannot be added, removed, or modified after the shipment has departed the origin. The shipper must declare the full cargo value on the bill of lading and indicate that Full Value Coverage is requested. Upon election, a certificate of insurance is issued; a valid email address is required to receive it.

Coverage begins when the goods leave the named origin location and continues during the ordinary course of transit to the receiving consignee location as booked with CCFS, at which point coverage ceases. Delivery must take place within 30 days of issued certificate.

Limits of Liability

Full Value Coverage is at replacement cost as stated on the Loadsure certificate, plus up to 10% for freight charges and insurance premium, not to exceed actual charges. The maximum coverage is $250,000 per LTL shipment and $250,000 aggregate per conveyance, regardless of the number of certificates issued.

If cargo has been reconditioned, refurbished, rebuilt, remanufactured, and even if it is being shipped in its original packaging, or packaging similar to its original packaging, it is to be deemed USED. Cargo is considered NEW if it has come from the manufacturer, and it remains in its original box, carton, or shipping container, and has never been removed from the manufacturer's original packaging. Used products are valued at fair market value at the time of los

Excluded Commodities

Full Value Coverage does not apply to the following commodities unless specifically approved in writing by the insurer prior to shipment:

- Cash, financial instruments, negotiable instruments, currency, securities, bonds, bullion, stamps, and credit/debit cards.
- Used household goods, personal effects, fur pelts, arts, and collectibles.
- Pharmaceuticals and nutraceuticals (other than FDA-approved OTC products); narcotics including marijuana, CBD, and THC.
- Life science materials: biological materials, blood products, reproductive substances, and human research materials.
- Luxury goods: furs, precious metals and stones, non-costume jewelry (including watches), perfumes, antiques, fine art, and tobacco products.
- Mobile telephones and tablets.
- Live animals and living plants (except plants and flowers for retail distribution).
- Satellites, nuclear fuel, explosives, fish meal, firearms, ammunition, and coal.
- Any commodity excluded under CCFS Rules Tariff Item 780

General Exclusions and Warranties

Full Value Coverage is subject to the standard exclusions and warranties of the underlying Loadsure policy. Coverage is not provided for loss, damage, or expense arising from:

- Delay, loss of market, inherent vice, or nature of the goods.
- Mechanical, electrical, or electronic breakdown, unless caused by an insured peril and evidenced by external damage.
- War, capture, seizure, civil war, rebellion, or insurrection (F.C. & S. Warranty applies).
- Strikes, riots, civil commotion, vandalism, sabotage, or terroristic acts (S.R. & C.C. Warranty applies; may be reinstated by endorsement).
- Nuclear reaction, radiation, or radioactive contamination.
- Chemical, biological, biochemical, or electromagnetic weapons used with hostile intent.
- Communicable disease or the actual or perceived threat thereof.
- Cyber acts, computer viruses, malicious code, or use of electronic systems to inflict harm.
- Insufficient or unsuitable packing or preparation by the insured or its agents.
- Willful misconduct of the Customer.
- Force majeure events, including acts of God, natural disaster, government action, or other causes beyond the Carrier's reasonable control.

Goods must be packaged in accordance with NMFC guidelines (100-series, items 200–250 and 790). Liability restrictions under those items including those addressing temperature control, delivery delays, and inadequate packaging continue to apply. Coverage excludes loss or damage attributable to rust, oxidation, or discoloration.

Claims

All full value claims must be filed within 30 days of delivery or, for non-delivery, within 30 days of the anticipated delivery date. Cargo damage or known shortage must be noted on the electronic or paper delivery receipt at the time of delivery. Claims should be filed on the CCFS website at https://www.ccfs.com/claims.html. CCFS will do the initial intake and transmit the claim to Loadsure for final processing. Claim status updates will be available on-line or by emailing claims@ccfs.com.

No physical survey is required for claims not expected to exceed $10,000. Claims will not be paid until freight charges have been paid in full to the carrier. Approved claims are paid in U.S. funds following submission of satisfactory proof of loss and proof of interest. All product must be held and available for inspection until the claim is finalized.

If concealed damage is discovered after the delivery is complete, Loadsure must be notified by phone or in writing within 5 days of the delivery. Absence of exception notation on the delivery receipt creates a presumption that the shipment was delivered in good order. Claimant bears the burden of proving that the damage occurred while the shipment was in Carrier's possession. Consignee must preserve the product, cartons, packaging, pallets, and evidence for carrier inspection.

Relationship to Carrier Liability

Full Value Coverage is shipper's interest insurance issued by a third-party insurer and does not waive, modify, increase, or otherwise affect CCFS's limited liability as a motor carrier under 49 U.S.C. § 14706 (the Carmack Amendment), the bill of lading, or any other tariff provision. Recovery under Full Value Coverage is independent of any direct claim against CCFS, and the insurer retains subrogation rights against CCFS and any other responsible party.

Important: Declaring a value on the Bill of Lading alone does not constitute Full Value Coverage. Shipper must comply with all requirements herein; failure to do so releases both Carrier and Loadsure from full value obligation.

Coverage is governed in all respects by the terms, conditions, warranties, exclusions, and endorsements of the Loadsure Orinoco Shippers Interest Insurance policy and the certificate of insurance issued per shipment. In the event of any conflict between this tariff item and the underlying policy or certificate, the policy or certificate controls. A complete copy of the policy, including all endorsements and exclusions, is available upon request from Loadsure.

Item 360: Bills of Lading - Freight Bills and Statements of Charges

Corrected Bills of Lading

Corrected bills of lading will be accepted provided the following conditions are met:

A Bill of Lading Correction Charge, in addition to all other applicable charges, will be assessed against the payer of the freight charges for processing such corrected bills of lading. See Accessorial Rate Chart for Pricing.

Corrected bills of lading will not be accepted after payment has been received by Carrier.

Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered unless the Consignee has established credit and is in good standing with the Carrier. Written authorization is required by the party accepting responsibility for payment.

In Carrier's sole discretion, a corrected bill of lading may be accepted to change the original freight charges collection status, if the party requesting a change in the collection status, will guarantee payment of the freight charges should the new responsible party fail to pay within the prescribed credit guidelines.

A request to change the original freight charges collection status from collect to prepaid will be considered if the designated payer has established credit and is in good-standing with the Carrier.

A request to change the original freight charges collection status to a third party and the third party is not shown on the bill of lading at the time of shipment, the payer designated on the bill of lading shall submit a corrected bill of lading AND the third party shall notify the Carrier in writing of charge acceptance. The third party must have established credit, in good-standing with the Carrier.

Redelivery, storage, or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.

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 correction information has not been verified to the satisfaction of the Carrier, or where execution of the correction request would violate laws, rules or regulations.

A Bill of Lading Correction charge will be assessed whenever a 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. See Accessorial Rate Chart for Pricing.

Item 365: Bills of Lading - Contract Terms and Conditions

Unless otherwise agreed to in writing, in advance of carriage, contract terms shall be those as indicated in the Carrier's bill of lading or in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" in effect on the date shipment was tendered to the Carrier. Only Carrier officials or personnel authorized to do so by the Carrier may agree to alter contract terms and conditions and/or the use of an alternate bill of lading referencing such terms and conditions. Drivers employed or hired by the Carrier are among those not considered to be authorized Carrier personnel. Driver signature on bill of lading represents only that freight has been received by Carrier

Reference made to tariffs or "tariffs on file" means tariffs contained in the Carrier's files. Such tariffs shall be available to Consignor on request to the extent that they apply to the Consignor and the Consignor’s representative has authority to obtain such. Carrier's tariff is further made available at www.ccfs.com.

In the event there is a discrepancy between the physical paper BOL signed by driver at the time of pickup and other electronic shipment data provided by the customer or their agent, the physical paper BOL picked up with the shipment will supersede all other data provided.

Item 367: Bills of Lading - FAK - Freight All Kinds

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

Item 368: Mixed Shipments

If Carrier determines that the Bill of Lading does not accurately describe the commodities and classes, at Carrier’s sole discretion shipments that consist of differently classed items in one or more handling units that have been inspected will be rated as the equivalent class based on the total density of the entire shipment.

When shipments contain commodities subject to density-based classification and subgroups per NMF-100 within the same piece, package, or shipment, Carrier at its sole discretion shall rate the shipment based on the density of the entire shipment.

Density >=	Density <	Freight Class
50	999,999	50
35	50	55
30	35	60
22.5	30	65
15	22.5	70
13.5	15	77.5
12	13.5	85
10.5	12	92.5
9	10.5	100
8	9	110
7	8	125
6	7	150
5	6	175
4	5	200
3	4	250
2	3	300
1	2	400
0	1	500

Item 370: Blind Shipment

When a third party controls the movement of the freight but does not want the Consignor or consignee to know the name of the other, the shipment is considered a “Blind Shipment”. The following conditions will apply to blind shipments:

Two bills of lading are required and both must be prepaid. Conditions outlined here must be submitted to Carrier before the shipment is tendered for transportation. If the final delivery information is not received prior to pickup, the request will be handled as "Reconsignment”.

The original bill of lading from the Consignor must show the actual Consignor name, address, city, state and zip code with the Carrier’s terminal serving the Consignor as the Consignee.

The corrected bill of lading will identify the Carrier as the Consignor, using the Carrier’s terminal address information and the actual consignee name and address. The corrected bill of lading must reflect a Third Party; which must have established credit, in good-standing with the Carrier. A letter of authority requesting the change must be sent to Carrier.

The invoice is generated from the Corrected bill of lading.

The freight bill will reference the corrected bill of lading information and the original bill of lading freight bill numb

Carrier will take reasonable efforts to maintain confidentiality, but does not guarantee the confidentiality of the transaction.

A Blind Shipment Charge, in conjunction with all other applicable charges will be assessed for this service. See Accessorial Rate Chart for Pricing.

Carrier must be satisfied that the requestor has the legal authority to divert the shipment.

Charges for "Marking or Tagging" will be waived.

Carrier will make a diligent effort to execute a request for Blind Shipment, but will not be responsible if such service is not accepted.

Item 390: Capacity Loads – Minimum Charge and Cubic Capacity

Applies on any LTL shipment which occupies 750 cubic feet or more cubic capacity and has an average density of less than 6 pounds per cubic foot. Shipment will be subject to a minimum charge based on a calculated weight of 6 pounds per cubic foot at the customers class 125 contract or tariff rate excluded any FAK provisions.

The cubic capacity of the shipment shall be determined by totaling the cubic feet of each article or piece in the shipment. The height and width of the article will be considered as 96 inches if any of the following conditions are met: 1. Insufficient packaging, lack of packaging used; 2. The nature of the article is such that it cannot be top loaded, stacked upon, or will allow other freight to use the space around it; 3. The shipper requests on the BOL or applies instructions on the freight itself stating the shipment is to be loaded on top of, or next to, the freight not be double stacked, or top loaded (pallets that are “pyramided” or “rounded off”); and/or 4. The height of any single article is over 60 inches.

The cubic capacity shall be calculated by multiplying the length, width, and height (all in inches) and dividing by 1,728. The cubic capacity may be specified on the bill of lading, otherwise it will be determined by the carrier. If the declared cubic capacity is inaccurate the carrier reserves the right to adjust accordingly.

Item 395: Linear Foot

For any single shipment requiring more than 12 linear feet of a vehicle, the minimum charge per shipment will be rated at a weight of 750lbs per linear foot at Class 92.5 less applicable discount. This item will apply when a shipment meets any of the following conditions:

The quantity of freight which, due to its shape, weight or dimensions or because of its need to be segregated from other freight, required 12 or more linear feet and either of the following: 1. Linear width of the freight is equal to or greater than 5 feet in the trailer; or 2. Linear width of the freight is less than 5’ and no article identical in size and shipping form to the largest article in the shipment can be loaded in the trailer.

The shipper requests on the BOL or applies instructions on the freight itself stating the shipment not be double stacked, top loaded, or otherwise handled to more efficiently use the linear feet of the vehicle.

Pallet rate customers are not exempt from the linear foot rule. In such cases, the linear feet occupied by the shipment shall be based on the total linear feet used when loaded according to the shippers request.

The quantity of freight must be loaded in accordance with the weight and size limitations of city, state and federal regulatory bodies.

Item 410: Credit Card Processing

The Credit Card Processing Fee is the charge assessed for each credit card payment that Carrier is requested to process for payment of a shipment(s) or invoice(s). This fee shall be applied to the payment being made by the payer in order to offset the bank service fees incurred by the payee for processing the credit card payment. See the Accessorial Rate Chart for current rates.

Item 430: Collect on Delivery (COD) Shipments

Effective February 14, 2022 Carrier will not be responsible to collect COD shipments. In the event Carrier is tendered a COD in error or inadvertently accepts, Carrier will not be financially responsible or liable for the COD amount. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply.

The shipment is subject to the COD Accessorial Charge and maximum COD amounts listed in the Accessorial Rate Chart.

Consignor must place the letters COD immediately before the Consignee name on the bill of lading. The amount of the COD must be clearly written in the appropriate space on the bill of lading. In addition, the appropriate box on the Bill of Lading must be marked.

Each package must be plainly marked, labeled, or tagged by the Consignor showing letters COD, name and address of Consignor and Consignee.

Remittance

Remittance will be made to the Consignor unless clearly stated otherwise on the bill of lading at the time of tender. Carrier will not serve as the remittance agent or payee. The Consignor or designated agent, other than the Carrier, may be listed as the payee on the payment form.

A company check, personal check, money order, certified check, or cashiers check will be accepted. If the Consignor does not specify a specific form of payment, the Carrier may accept any form of payment listed herein. Under no circumstances will cash be accepted as a form of payment. All payments will be made in US Dollars.

Carrier will remit each COD amount collected directly to the Consignor (or Payee) within 15 days after delivery and will be sent U.S. Mail.

Carrier is not liable for collection and remittance if the Consignor does not adhere to the requirements outlined herein, the Consignee refuses the shipment, or the shipment is returned to the Consignor.

Carrier is not liable if the COD amount is not collectable as a result of stop payment, insufficient funds, invalid signature, lost or stolen instruments, uncollected funds, forgery, fraudulent or counterfeit instruments, post-dated checks, or any other reason beyond the Carrier's control.

Item 432: Cross-Dock Service

When Carrier unloads and/or reloads freight. Fee applies only when Carrier is not providing either the pick up, delivery, or line haul service. The Cross-Dock Accessorial Charge will apply for this service. See the Accessorial Rate Chart for current rates.

If the freight is held on Carrier's dock for more than 6 hours, storage fees will be assessed. See Accessorial Rate Chart for current rates.

Item 435: Debris Removal

If requested by the Consignor or Consignee, Carrier may remove and dispose of packaging materials. The Debris Removal Accessorial Charge will apply for this service. See Accessorial Rate Chart for current rates.

Item 450: Delivery on Arrival

If requested, Carrier may deliver freight immediately after it is received rather than as part of its standard daily operations. Examples of situations where this would apply include: pickup from airport for immediate delivery, pickup from consignor for immediate delivery to airport, or any other situation where immediate delivery is requested. This service is subject to Carrier's availability. For this service, the normal pick up, delivery, and any applicable accessorial charges will apply, in addition to the Delivery on Arrival Accessorial Charge. See the Accessorial Rate Chart for current rates.

Item 485: Notification/Appointments

When the Carrier receives instructions to establish a specific appointment time for delivery of goods, the Notification/Appointment Accessorial Charge will be assessed to the shipment. The party responsible for payment of services must pay for such services. See Accessorial Rate Chart for current rates.

This service and corresponding charge applies both for traditional delivery appointment coordination and courtesy en route-to-delivery calls initiated by the carrier as indicated on the bill of lading or otherwise requested by one of the parties to the shipment at any point during transit.

When an appointment is requested outside of the standard operating hours, additional After Hours charges will apply. See Item 754 and Accessorial Rate Chart for pricing.

Item 487: Method of Determining Density

Cubic feet shall be determined by multiplying the greatest straight-line dimensions of length, width, and height of space the shipment occupies in inches and dividing the total by 1,728 cubic inches (one cubic foot). All fractions will be rounded to the nearest next full inch. The density shall be determined by dividing the weight of each shipment by the cubage of each shipment.

Subject to the following minimum dimensions:

Height: A minimum vertical dimension of 96 inches shall be used to determine the cube of the shipment when top loading of like commodity is prohibited because of but not limited to: the nature of the shipment, including conditions which constrain top-loading or which would pose a hazard of damage to commodity or its packaging, packaging or lack of packaging used, palletization in “pyramided,” “rounded off,” or “topped off” fashion, specific instructions by the shipper such as but not limited to in the form of a bill of lading notation, including instructions to avoid top-loading or double stacking; and/or the height of the shipment when it exceeds 60 inches.

Width: If the extreme width dimension of a shipment is 72 inches or more, a minimum width of 96 inches will be used to calculate effective cubic occupancy.

When a shipper prohibits the carrier from utilizing any part of a trailer with any form of blocking or bracing, or if carrier is unable to transfer, the measurements used in determining the cubic requirements of the shipment will be: Height of 96 inches; Width of 96 inches; Length (use the linear distance from the inside front of the trailer to that portion of the occupied, nearest the rear of the trailer)

Example of calculating Density

Step 1. Measure the length, width, & height of your shipment (In Inches). Ensure to measure from the farthest points, including skids or anything overhanging. (If you have multiple pieces, repeat Step 1 for each piece).

Step 2. Multiply the Length x width x height. The result is the total cubic inches of the shipment. (If you have multiple pieces, repeat step 2 for each piece. Then take the total for each piece and add them together to calculate the total cubic inches).

Step 3. Divide the total cubic inches by 1,728 (the number of cubic inches in a cubic foot). The result is the cubic feet of the shipment.

Step 4. Divide the weight (In Pounds) of the shipment by the total cubic feet. The result is the density of your shipment. (For multiple pieces, add the weight of each piece together before dividing by the total cubic feet of the shipment). Round fractions to the nearest full cubic foot number.

If you need more information on how cubic feet and density relate to freight rates, contact your CCFS Sales Representative .

For example, if the skid weighs 500 pounds with dimensions of 42 inches x 48 inches x 48 inches:

Multiply 42" x 48" x 48" = 96,768 cubic inches
Divide 96,768 by 1,728 = 56 cubic feet
Divide 500 pounds by 56 cubic feet = 8.9 pounds per cubic feet (PCF), i.e.,

Item 488: Density Based Classification and Reclassification

When deemed applicable, Carrier will first attempt to determine density based on dimensions and weight provided on BOL or obtained by Carrier. If density rating is not available, Carrier will attempt to rate based on a valid National Motor Freight Classification (NMFC) freight class. If one is not provided by the Shipper on the Bill of Lading, or the freight class provided by the Shipper on the Bill of Lading is not accurate in accordance with NMFC guidelines, the freight class will be determined by the density of the freight for purposes of rating the shipment. The freight density of the shipment is calculated by using the formula: Freight Density = Shipment Weight / Shipment Cubic Feet. The calculated freight density is matched to a standard NMFC freight class by referencing the chart below.

Density >=	Density <	Freight Class
50	999,999	50
35	50	55
30	35	60
22.5	30	65
15	22.5	70
13.5	15	77.5
12	13.5	85
10.5	12	92.5
9	10.5	100
8	9	110
7	8	125
6	7	150
5	6	175
4	5	200
3	4	250
2	3	300
1	2	400
0	1	500

When Freight Dimensions or NMCF freight class are not provided by the Shipper, the shipment will be rated using the 150 freight class. The shipment will be subject to inspection by Carrier. The rate is subject to change based on using the actual freight density of the shipment, as determined by Carrier during inspection of shipment and applying the rating method described earlier in this section.

When a virtical dimension or height of not less than 96 inches shal be used in determing the cube of any unit on top of wihci other freight cannot be loaded because of any characteristic limiting Carrier to stack above tendered freight. Shipments that are loaded in a manner that determines the total cube of each package

For shipments containing multiple handling units with different freight densities or multiple pieces with different NMFC freight classifications, the shipment will be rated by using the the rating method described earlier in this section by using the average freight density of the entire shipment and referencing the chart above to determine the appropriate NMFC freight class to be used for purposes of rating the shipment.

Reclassification Charge

If an inaccurate NMFC freight class is provided by the Shipper, the Carrier reserves the right to charge a Weight and Inspection accessorial charge. See Accessorial Rate Chart for current rates.

Item 490: Application of Dimension Weight

Dimensional or Dim weight is determined by multiplying length, times width, times height (in inches). Fractions of inches shall be rounded up to the nearest inch before calculation. Divide the total by 172 to determine dimensional weight. (L x W x H)/172 = Dim Weight

Irregular shaped items are squared, multiplying the largest dimension, in inches, by itself. Then multiply the result by the length or height, in inches, to determine cubic inches.

Each shipment is subject to the Dimension Weight guidelines, unless the shipment was rated using NMFC classification guidelines, Carrier specified Density Based Classification (Item 488), or the shipment was rated by unit or pallet. Freight charges shall be determined by applying the greater of the dimensional and the actual weight. In addition to the verification fee, all applicable freight, fuel surcharge, and additional service fees will be modified accordingly.

Item 495: Packing

When Consignor requests that freight be packaged by Carrier, the Packaging Accessorial Charge will be assessed. This charge is assessed as an hourly rate. Billable hours will include travel to and from the pick up location to the Carrier's terminal, if done outside of Carriers standard pick up and/or delivery operations. See Accessorial Chart for current rates.

Consignors or Consignees may provide pallets and packaging materials for packing services. Carrier is not liable to Consignor or Consignee for loss or damage of pallets or packing materials. If Carrier is required to transport materials and line haul services are required, freight charges shall apply. If requested by Consignor and it is operationally feasible for the Carrier, Carrier may provide pallets and packaging materials which shall be charged as per quote.

When requested by the Consignor or Consignee, Carrier may document serial numbers and inventory which shall be provided to the Consignor or Consignee as directed. The Packing Accessorial charge will apply.

Item 500: Detention

When the Carrier is delayed by the Consignor or Consignee for loading or unloading, detention charges will begin upon the expiration of the applicable free time allowed.

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

For calculation of detention charges, fractions of an hour will be rounded to the next quarter hour and billed accordingly.

Detention periods end when the Consignor or Consignee notifies the Carrier that the vehicle is available for movement. Failure to notify the Carrier will not absolve the Consignor or Consignee from paying applicable charges

Detention With Power

The Detention With Power Accessorial will apply when Carrier is detained with a powered delivery vehicle (Tractor, Straight Truck, Cargo Van, etc.) for more than 30 minutes. See Accessorial Rate Chart for current rates.

Detention Without Power

The Detention Without Power Accessorial will apply when an unpowered delivery equipment (Trailer, etc.) is detained for more than 60 minutes. See Accessorial Rate Chart for current rates.

Item 560: Extra Labor

Labor

When additional assistance is requested by the Consignor, Consignee or Third Party Payer to complete a pick up or delivery and Carrier is required to mobilize an additional labor resource to facilitate the request, an Extra Labor Accessorial Charge will be assessed. This charge will be assessed on an hourly basis and the calculation of the total hours required will begin from the time that the extra labor departs from the Carrier's facility and ends when the extra labor returns to the Carrier's facility. If the extra labor does not immediately return to the Carrier's facility, the extra labor hours end when the extra labor departs from the Consignor or Consignee's location. See Accessorial Rate Chart for current rates.

Mileage

When additional assistance is requested by the Consignor, Consignee or Third Party Payer to complete a pick up or delivery and Carrier is required to mobilize additional labor resource independently to facilitate the request, an Extra Labor Mileage Accessorial Charge will be assessed. The Extra Labor Mileage is assessed for round trip miles from the extra labor resource's place of origin to the place of service and does not include the labor resource's hourly travel time. It only includes use of the vehicle. The Extra Labor Accessorial will apply in addition to the Extra Labor Miles Accessorial when an additional labor resource is required to mobilize independently. See Accessorial Chart for current rates.

Item 562: Glass Surcharge

The Glass Accessorial charge will be assessed to any shipment containing glass, such a windshields, mirrors, glassware, etc.. If multiple glass items are included in one shipment, only one charge will be applied. See Accessorial Chart for current rates.

Item 566: Inside Pick up or Delivery

When a Consignor or Consignee requests and the Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible, immediately adjacent to the vehicle, or beyond the first threshold of the structure. Such shipments are subject to an Inside Pickup & Delivery Accessorial Charge. See Accessorial Rate Chart for current rates.

Service to an upper or lower story will be provided only when an elevator or escalator is available or pre-delivery notification is made and authorization is obtained from the Carrier.

Item 567: Hazardous Materials

Carrier may accept only certain hazardous materials for transportation, only upon Carrier's prior written consent. All shipments containing hazardous materials must be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to the applicable regulations and requirements. Carrier accepts only certain hazardous materials. See Item 780 Prohibited Articles. Consignor must be expert in regulations regarding the packaging, handling, storing, and transporting of the hazardous materials in its possession. Consignor shall not rely on information obtained from the Carrier or its employees, representatives, or agents. In no case shall the Carrier be liable for information or instruction regarding hazardous materials handling that is provided to the Consignor or Consignee by its employees, representatives, or agents.

Consignor shall indemnify the Carrier for all costs, fees, and expenses incurred as a result of the Consignor's violation of any such local, state, and federal law or regulations.

A Hazardous Materials Accessorial charge will be assessed to shipments containing materials that are considered hazardous and must be declared as such according to federal regulations. See the Accessorial Rate Chart for current rates.

Nothing in this rule shall obligate the Carrier to transport shipments beyond the scope of its operating certificates or in violation of any law, regulation, or ordinance.

A notice of 24 hours must be given to Carrier before tendering shipments that contain more than 1,000 pounds of hazardous materials.

Item 568: Fuel Surcharge

A fuel surcharge shall be applied to freight charges using the following matrix. Fuel prices are based on the average National diesel price per U.S. gallon as listed by the Department of Energy every Tuesday and effective on Tuesday. If the current fuel price exceeds the maximum price listed in the matrix below, the applicable fuel surcharge can be determined by adding one half of one percent (1/2%) for each five cents in excess of the maximum fuel price listed in the matrix.

Fuel Matrix

$1.100 to $1.200	17.00%	$2.500 to $2.600	24.00%	$3.700 to $3.750	31.00%	$4.400 to $4.450	38.00%
$1.200 to $1.300	17.50%	$2.600 to $2.700	24.50%	$3.750 to $3.800	31.50%	$4.450 to $4.500	38.50%
$1.300 to $1.400	18.00%	$2.700 to $2.800	25.00%	$3.800 to $3.850	32.00%	$4.500 to $4.550	39.00%
$1.400 to $1.500	18.50%	$2.800 to $2.900	25.50%	$3.850 to $3.900	32.50%	$4.550 to $4.600	39.50%
$1.500 to $1.600	19.00%	$2.900 to $3.000	26.00%	$3.900 to $3.950	33.00%	$4.600 to $4.650	40.00%
$1.600 to $1.700	19.50%	$3.000 to $3.100	26.50%	$3.950 to $4.000	33.50%	$4.650 to $4.700	40.50%
$1.700 to $1.800	20.00%	$3.100 to $3.200	27.00%	$4.000 to $4.050	34.00%	$4.700 to $4.750	41.00%
$1.800 to $1.900	20.50%	$3.200 to $3.300	27.50%	$4.050 to $4.100	34.50%	$4.750 to $4.800	41.50%
$1.900 to $2.000	21.00%	$3.300 to $3.400	28.00%	$4.100 to $4.150	35.00%	$4.800 to $4.850	42.00%
$2.000 to $2.100	21.50%	$3.400 to $3.500	28.50%	$4.150 to $4.200	35.50%	$4.850 to $4.900	42.50%
$2.100 to $2.200	22.00%	$3.500 to $3.550	29.00%	$4.200 to $4.250	36.00%	$4.900 to $4.950	43.00%
$2.200 to $2.300	22.50%	$3.550 to $3.600	29.50%	$4.250 to $4.300	36.50%	$4.950 to $5.000	43.50%
$2.300 to $2.400	23.00%	$3.600 to $3.650	30.00%	$4.300 to $4.350	37.00%	$5.000 to $5.050	44.00%
$2.400 to $2.500	23.50%	$3.650 to $3.700	30.50%	$4.350 to $4.400	37.50%	$5.050 to $5.100	44.50%

Item 569: TSA Handling

In the event Carrier is tendered or inadvertently accepts a shipment requiring TSA handling, carrier will not be held responsible for handling protocols and/or regulations. See Accessorial Chart for current rate.

Item 570: Liftgate Service

When liftgate service is not requested on the original bill of lading, but required to complete the pickup or delivery due to size, weight, or configuration and no dock is available for loading or unloading, the provisions and charges in this item will apply and be assessed according to the terms of payment in addition to all other charges. Liftgate service is considered to be required if a Liftgate was used for the pickup or delivery because no dock or forklift was readily available and any piece was configured in such a manner that it could not be handled safely and damage free. Liftgate service is also contingent upon the carrier's equipment availability

If a request for service is present on the BOL but, through no fault of the carrier, service is not performed, the requesting party will still be responsible for the charges as specialized equipment was allocated for this pickup or delivery.

See Accessorial Rate Chart for current rates.

The maximum acceptable weight for a shipment requiring a liftgate service is 2,000lbs, unless authorized by Carrier

The maximum acceptable dimensions for a shipment requiring a liftgate service is 48” x 60” X 80” inches (LxWxH), unless authorized by Carrier.

Item 575: Extreme Length

Each handling units equal to or greater than 8 feet in length and less than 16', weighting more than 75lbs or with a girth more than 32 inches are subject to the Extreme Length Accessorial Charge. Handling units equal to or greater than 16' will be charged as stated and does not have a weight or girth limitation. See Accessorial Rate Chart for current rates.

Shipments exceeding 20 feet in length are prohibited by the Carrier. If a shipment is tendered containing a unit that exceeds 20 feet and is inadvertently accepted by the Carrier, the shipment shall be subject to the extreme length fee and an additional $50 per linear foot thereafter. In addition, Carrier shall have no liability for damage or failed transit time for shipments tendered and inadvertently accepted by Carrier that exceeds its extreme length limitation of 20 fee

*Girth is determined by measuring the entire distance around the width and height of the handling unit. A box measuring 10 inches in height and 6 inches in width has a girth of 32 inches. (10" x 2) + (6" X 2).

Item 582: Sort and Segregation

When Carrier is required to sort individual pieces of a shipment according to class, kind, brand, size, consignee location, or according to any other specification requested, the Sort and Segregation Accessorial will apply in addition to the normal freight charges. See Accessorial Rate Chart for current rates.

Item 583: Lumper Service

Carrier is engaged as a federally authorized motor carrier to provide certain transportation services for certain identified property. In connection with said transportation services, Consignees, Consignors or similar third parties may request Carrier personnel to assist with certain cross-dock, loading, unloading, staging, spotting and securement of property at the Consignee, Consignor or other third party facilities and using Consignee, Consignor or other third party equipment ("Lumper Services"). Each applicable Consignee, Consignor or other third party subject to the terms of this Tariff acknowledges that in exchange for Carrier's provision of Lumper Services, said Consignee, Consignor or other third party agrees to undertake certain obligations and responsibilities with respect to Carrier's personnel and provide certain assurances and protections associated with said Lumper Services.

1. Obligations.

Each applicable Consignee, Consignor or other third party represents and warrants the following:

A. It shall be solely responsible for ensuring a safe environment at each applicable facility, ensuring the same is free from serious recognized hazards, and that said facility is in compliance with applicable federal, state, or local law, regulation, ordinance, directive, and rules including, but not limited to, Occupational Safety and Health Administration (OSHA) regulations, Environmental Protection Agency (EPA), United States Department of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA) regulations and any other local, state and/or federal equivalents those promulgated or otherwise enforced by the ("Applicable Laws").

B. All equipment and machinery shall be in good, sound, safe and clean working condition, and shall be operated, kept and maintained in compliance with Applicable Law.

C. It shall maintain and keep in effect such liability, physical damage and other insurance covering claims arising out of the performance of the Lumper Services, including coverage for owned, non-owned and hired vehicles.

D. Said policies of insurance shall contain a waiver of subrogation by the insurer which shall be in force at the time of any such injury or damage to person or property relating to or arising out of the Lumper Services

2. General Waiver and Release; Covenant Not to Sue.

Each applicable Consignee, Consignor or other third party agrees that Carrier and each of its shareholders, directors, officers, employees, agents, representatives and similar persons ("Carrier Parties") shall bear no responsibility or other liability, under any circumstance, arising out of or relating to the Lumper Services, including for claims or other liability for personal injury or property damage. Each applicable Consignee, Consignor or other third party on behalf of itself and each of its shareholders / members, directors / governors, officers, employees agents, representatives and similar persons hereby release(s), forever discharges and holds harmless the Carrier Parties, from and against all liability, claims, demands, actions and causes of action, whatsoever, whether now or hereafter existing, arising out of or related to the Lumper Services ("Claims"), including any loss or damage to property, whether owned or non-owned property. Each applicable Consignee, Consignor or other third party on behalf of itself and each of its shareholders / members, directors / governors, officers, employees agents, representatives and similar persons hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each of the Carrier Parties that they, individually or collectively, will not make any claim in any way or to threaten, commence, participate in or continue any proceeding, at law or in equity, with respect to the Lumper Services.

3. Indemnification

As the Lumper Services are being provided as a value-added accommodation hereunder, each applicable Consignee, Consignor or other third party agrees to indemnify, defend and hold harmless the Carrier Parties from and against any and all Claims, inclusive of all reasonable attorney's fees and costs related thereto, of any third parties arising out of or relating to the Lumper Services.

An administration fee that is intended to cover the cost of the labor and the fees associated with coordinating the third party lumper service will also apply. The combination of the administration fee and the actual price paid by Carrier for the third party lumper service will be termed the Lumper Service Fee. The Lumper Service Fee will be in addition to the normal freight charges. See Accessorial Rate Chart for current rates.

Item 680: Packing or Packaging Requirements

Where packing requirements are not provided in this tariff, or tariffs governed by this tariff, the packing requirement of the NMFC will apply. Carrier is not liable for any article that does not meet NMFC standards and/or other industry minimum packaging requirements, regardless of anything specifically required herein.

Item 681: Photographs

The Photograph accessorial fee applies when a customer requests photographs to be taken for a shipment when photographs would not typically be required. The fee does not apply to any photographs taken as part of Carrier's standard policies or procedures. Service is available only in select terminal cities and is assessed at Carrier's discretion. See Accessorial Rate Chart for current rates.

Item 710: Pallet-Rates and Definitions

Except as otherwise specifically provided, when shipments are tendered to Carrier or transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers are considered an integral part of the shipment and shall be delivered as part of the shipment to the Consignee on the bill of lading covering the movement

Except as otherwise specifically stated, rates, and charges dependent on price per pallet named in tariffs, in contracts and all other supporting correspondence or documentation shall be limited to pallets not exceeding 48"(Length) X 48" (Width) X 96"(Height) or 2,000 pounds. Freight rated as a pallet will be considered a PALLET RATE and will be subject to liability limits associated with such as shown in the General Limitations of Liability section of this tariff.

For rating purposes, pallets exceeding the maximum weight and/or dimensions stated in item or contract will be rated as follows:

Rate As	Maximum			
Pallets	SqFt	Length	Height	Weight
1.00	16	4	5	2,000
1.25	16	4	9	2,500
1.50	24	6	5	3,000
1.75	24	6	9	3,000
2.00	32	8	5	4,000
2.50	32	8	9	4,000
2.50	40	10	5	5,000
3.00	40	10	9	5,000
3.00	48	12	5	5,000
3.50	56	14	5	5,000
3.75	48	12	9	5,000
4.00	56	14	9	5,000
4.00	64	16	5	5,000
5.00	64	16	9	5,000

Pallets exceeding 8 feet in height, 64 square feet (length x width), or 5,000 pounds are prohibited unless preauthorized by Carrier.

Palletized shipments exceeding maximum dimensions or weight may not be rated using pallet pricing. Pallet rated shipments are not subject to dimensional or DIM rating except as specifically shown in the Pallet Rate Rule contained in this section.

Liftgate service is not available for palletized shipments exceeding 2,000 pounds, unless authorized by Carrier.

Carrier Supplied

When Consignor requests that pallets be provided, the Pallet Accessorial charge will be applied for each pallet used. See Accessorial Rate Chart for current rates.

Item 750: Pick up or Delivery Service

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup at one physical location and one delivery at one physical location by the Carrier during business hours.

Freight tendered for loading shall be so situated by the Consignor as to be directly accessible to the Carrier's vehicle. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle.

Carrier will furnish one person per vehicle for loading or unloading. Extra labor for loading or unloading may be contracted according to the terms in Item 560.

Loading or unloading does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight; nor does it include opening of package or unitized shipments, including shrink wrapped or bonded freight or skids.

Loading or unloading does not include the use of specialty equipment. Carrier's employee or agent may operate pallet jack, hand truck, 4-wheel cart, or electronically operated jack of a non-riding type. When Carrier provides the use of a pallet jack, mechanical or otherwise, the Pallet Jack Accessorial Charge will apply. See Accessorial Rate Chart for current rates.

Deliver Without Signature (Drop Release)

When the Consignor, or owner of the freight, has made written arrangements with the Carrier, freight consigned to locations where no representative of the Consignee or owner of the freight, is present or available to receive the shipment, the freight will be delivered, unloaded, and left unattended at the designated place. Once delivered the Carrier shall not be liable for subsequent loss or damage of the freight, property, or personal injury arising out of acts or omissions after delivery was completed.

Consignors or Consignees may provide a "standing drop release agreement" to be kept on file with the Carrier granting authorization for Carrier to deliver all shipments without signature. In lieu of a "standing drop release agreement", Consignors or Consignees may provide written authority for the Carrier to drop shipments without signature. To request a drop release for a specific shipment(s), the Consignor or Consignee must provide a written agreement including the date, Pro number of the shipment to be released, printed name and signature of the person granting authorization for the drop release.

No Contact Delivery (NCD)

In response to COVID-19 and the CDC (Center of Disease Control) federal guideline regarding “Social Distancing” Carrier has developed a No Contact Delivery (NCD) process. This will allow drivers to follow the CDC's recommended social distancing practices. During a "No Contact Delivery," the consignee will be present, but not be required to physically sign for the freight. Instead, the delivery will be notated as NCD, along with the name of the person receiving the freight. A picture of the freight will be taken to show the condition of the freight at point of delivery. Carrier reserves the right to discontinue No Contact Deliveries at their discretion once CDC has lifted their federal guideline regarding Social Distancing.

Item 751: DC or Food Warehouse and Shopping Malls

DC or Food Warehouse

When pickup or delivery service is requested at a retail distribution warehouse, fulfillment center, or food warehouse, the DC or Food Warehouse Accessorial charge may apply. The applicability of this charge is subject to the carrier's determination based on operational needs and facility requirements. Other fees such as, but not limited to detention and lumper service will be applicable in addition to the DC or Food Warehouse Surcharge. Carrier will not offer a Sort and Segregation service during a delivery to a Food Warehouse, if service is required a Lumper will be utilized. See Accessorial Rate Chart for current rate.

Customer agrees that for the purpose of the U.S. Food Safety Modernization Act (“FSMA”), Carrier shall not be considered the “shipper” and is not responsible for the duties of a shipper under the FSMA. The originating shipper retains all duties and obligations under the FSMA.

Shopping Malls

When pick up or delivery service is requested at a shopping mall, the Shopping Mall Accessorial will apply. Other fees such as, but not limited to detention, liftgate, and inside will be applicable in addition to the Shopping Mall Surcharge. See Accessorial Rate Chart for current rate.

Item 752: High Cost - Remote Location

When the Carrier is requested to perform a pick up or delivery service in a city designated as a High Cost location, a fee assigned by carrier will be assessed. To determine the applicable zip codes and the appropriate fee, please see the following link.

https://webapi.ccfs.com/api/web/resources/file?key=PointsList_xls&company=CCYQ

Item 753: Pick up or Delivery at Residential and Limited Access Locations

Residential Locations

When Carrier is required to provide pick up or delivery service at place of residence, the Residential Accessorial will apply. If the service point is also considered a rural delivery, the Residential Accessorial charge will still be applied and the Rural Delivery Accessorial charge will be added.

Before attempting pick up or delivery to residential locations, the carrier must reach agreement with the Consignee or Consignor regarding the date and time (approximate) of delivery. This notification may be provided by the Consignor on the bill of lading, or by verbal or written agreement between the Carrier and Consignee. In any case, some mutually agreed upon arrangement for delivery must be made before tender of delivery is initially attempted.

Limited Access Locations

When pickup or delivery service is provided at a commercial establishment – not open to the public, school, church, camp, construction site, country club, convention center, estate, fair or carnival, farm, mini-storage warehouse, storage unit, rectory, convent, prison, detention center, military base, oil fields or other such facilities on the premises, the Limited Access Accessorial will apply.

Limited Access Accessorial may also apply when special arrangements, obstacles, conditions, or local ordinance prohibit safe access to the location in the equipment standard to the pickup or delivery location. Carrier reserves the right to determine a location to be considered Limited Access during time of pick up or delivery.

If through no fault of the Carrier, the pick up or delivery of a residential or limited access shipment can not be accomplished and was attempted, the shipment shall be subject to the Notification/Appointment, Multiple Attempt and the applicable Residential, Rural Route, Limited Access Accessorial Charges, in addition to all other applicable freight or accessorial charges. See Accessorial Rate Chart for current rates.

Item 754: After Hours Service

Weekend/Holiday

When requested and the operational requirements can be met by the Carrier, pick up and delivery service may be provided by the Carrier on Saturday, Sunday or Holidays. In addition to all other freight or service charges, the After Hours_Weekend-Holiday Accessorial Charge will apply . See website, www.ccfs.com, for current holiday schedule and Accessorial Rate Chart for current rates.

Monday-Friday

If pick up or delivery service is requested between the hours of 5:30 pm and 7:30 am, Monday through Friday, and if it is operationally feasible for the Carrier, the Carrier may accommodate the request. In addition to applicable freight or service charges, the After Hours Service_Mon-Fri Accessorial Charge will Apply. See Accessorial Rate Chart for pricing. Service is not available in all markets and requires preapproval.

Charges for After Hours Service must either be paid before service is performed or guaranteed to the satisfaction of the Carrier. Service is not available in all locations and Carrier is not obligated to perform the service.

Item 755: Time Specific Service

If pick up or delivery service is requested during a specific time window between the hours of 7:30am and 5:30pm, Monday through Friday, and if it is operationally feasible for the Carrier, the Carrier may accommodate the request. In addition to applicable freight or service charges, the Time Specific Accessorial Charge will Apply. See Accessorial Rate Chart for pricing.

Item 756: Las Vegas, NV Limited Access

All shipments origination or destined to a location identified as a Convention Center and/or Warehouse, Exposition Center and/or Warehouse, or Casino located in Las Vegas, NV will be subject to a fee assigned by the Carrier. Other fees such as, but not limited to detention and time specific will be applicable in addition to the Las Vegas, NV Limited Access. See Accessorial Rate Chart for current rate.

Item 757: Airport Pick up or Delivery

When Carrier must pick up or deliver freight to or from an airport, the Airport Pick-up or Delivery Accessorial Charge will apply. This service is subject to Carrier's availability. See Accessorial Chart for current rates.

Item 758: New Mexico Gross Receipts Tax

If a pick up and delivery is requested within the state of New Mexico a Gross Receipts Tax will be applicable to the total freight charges. See Accessorial Rate Chart for pricing.

Item 759: California Compliance Surcharge

When the Carrier is requested to perform a pickup or delivery service to the state of California will be subject to a fee assigned by the Carrier. Other fees such as, but not limited to Hicost will be applicable in addition to the California Compliance Surcharge. See Accessorial Rate Chart for current rate

Item 760: Weight, Dimension and Inspection

Weight and dimensions (length, width, and height), in inches, of each handling unit shall be shown on the original bill of lading when tendered to the Carrier at the time of shipment. Carrier reserves the right to verify dimensions, classification, and weight. In addition to the verification fee, all applicable freight, fuel surcharge, and additional service fees will be modified accordingly. Charges will apply for reweight variances exceeding 50 pounds from stated bill of lading weight. If Consignor fails to provide weight, dimensions, and classification, the Consignor agrees to accept the weight, dimensions, and class determined by the Carrier.

Item 766: Precedence (Priority) of Rules

This tariff will take precedence when conflicting with a tariff published in the National Motor Freight Classification NMF 100 series.

Item 769: Prepayment or Guarantee of Charges

A PREPAID shipment will be billed to and paid by Consignor and such billing will include all transportation, accessorial or other applicable charges.

A COLLECT shipment will be billed to and paid by the Consignee and such billing will include all transportation, accessorial or other applicable charges.

A THIRD-PARTY shipment will be billed to and paid by a party who is not the Consignor or the Consignee and such billing will include all transportation, accessorial or other applicable charges. The third party must have established credit with the Carrier when the shipment is tendered to the Carrier. The Consignor must guarantee payment if the third party fails to do so within normal payment terms.

Item 780: Prohibited Articles

EXTRAORDINARY VALUE ARTICLES will not be accepted for shipment nor as premiums accompanying other articles. Unless otherwise provided, the following property will not be accepted - Antiques, Bank bills, Coin, Currency, Notes, Deeds, Drafts, Valuable papers, of any kind, Original works of art, Postage stamps, Letters, Revenue stamps, Precious stones, Museum exhibits, and Taxidermy. Other prohibited items include - Human organs, Corpses, Firearms, Live animals or poultry, Infectious substances and any item otherwise prohibit by federal, state, or local law.

CARPET AND SHEET VINYL ROLLS are prohibited. Cartons of flooring are acceptable.

GRAIN BIN SECTIONS are prohibited.

HAZARDOUS MATERIALS including Class 1.1- Mass Explosion Hazard, Class 1.2 - Projection Hazard, Class 1.3 - Fire and Minor Blast Hazard and/or Projection Hazard, Class 4.3 - Dangerous When Wet, Class 7 - Radioactive Material Type III, Hazardous Waste, More than 1.06 (1 liter) of Material Poisonous Hazard by Inhalation Hazard Zone A, More than 3500 gallons (13,248 liters) Liquid or Gases, More than 468 cubic feet (13.24 cubic meters) of solids.

Shipments containing CARBON BLACK are prohibited.

Shipments containing: Hemp in the raw, Hemp Plants, Hemp Seed, Hemp Leaves, Hemp Oil, Hemp Seed Oil, and CBD's derived from Hemp, Marijuana (including for medicinal or recreational use), CBD, Synthetic Cannabinoids, and any product that contains THC are prohibited.

Shipments exceeding 20 feet in length are prohibited by the Carrier. If a shipment is tendered containing a unit that exceeds 20 feet and is inadvertently accepted by the Carrier, the shipment shall be subject to the extreme length fee and an additional $50 per linear foot thereafter. In addition, Carrier shall have no liability for damage or failed transit time for shipments tendered and inadvertently accepted by Carrier that exceeds its extreme length limitation of 20 fe

In the event one of these prohibited articles is inadvertently picked up, Carrier accepts no liability for said articles and reserves the right to return the product to the Consignor or delay the shipment to allow for safe, damage-free transport. All values are in U.S. Dollars unless otherwise noted.

Consignor shall indemnify the Carrier for all costs, fees, and expenses incurred as a result of the Consignor's violation of any such local, state, and federal law or regulations or regulations or from tendering any prohibited item for shipment. Shipper will be responsible for all charges and handling fees that are related to recovery from Carrier terminal by shipper, final consignee, or another carrier.

Carrier reserves the right to collect from the customer or the shipment paying party the costs for: cleanup for trailers and other equipment; payment of freight charges; other property claims and personal injuries, including death; and damage and/or loss, including attorneys' fees and litigation costs, caused by or arising out of the transportation or storage of any prohibited article.

Item 785: Freight Liable to Cause Injury or Damage

Carrier is not obligated to receive freight that is not safe to handle without injury or that is liable to damage other freight or Carrier's equipment. Such freight may be refused or delayed in transit to allow for handling without damage. See Item 790 Restricted Articles for additional information.

The Consignor, not the Carrier, is liable for any and all damages caused by shipping products harmful to other products without clear and proper disclosure. This applies whether or not the material is classified as a hazardous material. In addition, for hazardous materials, the Consignor shall ensure the article is properly packaged and the appropriate documentation is accurately completed and submitted to the Carrier at time of tender.

Item 790: Restricted Articles

Restrictions apply to shipment of the following items. Carrier's inadvertent acceptance of product not meeting the restrictions outlined herein shall in no case negate the restrictions as outlined. Carrier accepts no liability for said articles and reserves the right to return the product to the Consignor or delay the shipment to allow for safe, damage-free transport. Carrier is not liable for any article that does not meet NMFC standards and/or other industry minimum packaging requirements, regardless of anything specifically required herein.

AIR COMPRESSORS taller than 6 feet (including skid height) are prohibited. Compressors must be securely strapped and/or mounted to a pallet of size sufficient to support the weight of the compressor.

APPLIANCES must be factory packaged. Normal delivery service includes delivery to a warehouse, dock, or garage. For additional services, please contact the Special Services Department to check service availability and to obtain a quote.

ASSEMBLED FARM EQUIPMENT or FINISHED GOODS shall not exceed 4 feet in width and 6 feet in length. Articles must be safe to handle and transport as specified in Item 785 Freight Liable to Cause Injury or Damage.

AUGERS and AUGER COMPONENTS shall not exceed 26 feet in length and must be crated. Augers weighing more than 150 pounds must be palletized and moveable by forklift or pallet jack without causing damage.

AUTO PARTS - BED LINERS, FRONT END CLIPS, SIDE PANELS, UNDERCARRIAGES, CAR TOPS, ETC. are subject to dimensionalized weighing. Shipments will be handled on a space-available basis and are subject to delay in transit.

BATH SURROUNDS, SHOWER STALLS, SAUNAS, etc. must be totally enclosed in factory packaging and are subject to rating by dimensional weight.

COUNTERTOPS must be boxed or crated and may not weigh more than 150 pounds. Carrier accepts no liability for damage of countertops.

DOORS AND DOOR FRAMES must not exceed 4 feet by 8 feet. Door frames without thresholds must be braced to prevent twisting. Doors must be enclosed in factory packaging. Doors containing windows will be subject to the Glass Accessorial Charge. See Accessorial Rate Chart for current rates.

ENGINES, TRANSMISSIONS, DRIVE TRAINS, REAR END DIFFERENTIALS must have fluids drained and be strapped to a pallet.

FREEZABLE GOODS must be protected by the Consignor using heat blankets or other protective equipment. Carrier does not supply these materials or provide freeze protection.

FREIGHT ON WHEELS must weigh less than 300 pounds, be less than 4 feet tall, and have operational locking wheels, which are secured upon loading. Scissor lifts, man lifts and boom lifts are prohibited.

FURNITURE must be factory boxed. Plastic wrap is not considered factory boxed. No single piece of furniture requiring hand loading or unloading may weigh more than 75 pounds OR it must be moveable with a two-wheel hand cart. Normal delivery service includes delivery to a warehouse, dock, or garage. For additional services, please contact the Special Services Department to check service availability and to obtain a quote.

GLASS WINDOWS weighing more than 75 pounds or exceeding 24 square feet (length x width) shall not be accepted. Restrictions may not apply if the windows are crated, palletized, or otherwise presented for shipment in a manner that allows for mechanical transfer of handling units. Windows must be totally enclosed in factory packaging OR the Consignor or Consignee must release Carrier from liability for damage. The Glass Surcharge will apply to each shipment. See Accessorial Rate Chart for current pricing.

MATTRESSES must be boxed. Carrier will accept mattresses wrapped in plastic, but will accept no liability for damage. Normal delivery service includes delivery to a warehouse, dock, or garage. For additional services, please contact the Special Services Department to check service availability and to obtain a quote.

MOTORIZED FREIGHT that is not crated or moveable by forklift or pallet jack must not exceed 4 feet in width and 6 feet in length. Such freight shall be loaded and unloaded by utilizing the equipment's power. The fuel tank shall be drained except for the amount of fuel required to load and unload the equipment.

PIPE, STEEL BEAMS, RODS, TUBES, SHAFTS, etc. must not exceed 150 pounds or 20 feet in length. Bunks of pipe will be accepted so long as the pipe is securely banded to a pallet equal to the length and width of the product. Pallets must be moveable by forklift or pallet jack. Pipe or bunks of pipe exceeding 10 feet in length will be subject to the Extreme Length Accessorial Fee. See Accessorial Rate Chart for current rates.

SNOWMOBILES, MOTORCYCLES, ATV'S AND SNOW BLOWERS must be crated and drained of any fluids. Uncrated equipment will be accepted; however, Carrier will accept no liability for damage caused during transit. If the shipment contains glass, the Glass Accessorial Charge will apply.

WINDSHIELDS must be packaged in sturdy cartons with appropriate separation between each piece of glass with no glass exposed from the carton. Windshields will be subject to the Glass Surcharge Accessorial.

COMMODITY IN SPOOLS OR REELS – commodity such as but not limited to wire or hose transported in a spool or reel must meet FMSCA Cargo Securement regulations. “Articles of cargo that are likely to roll must be restrained by chocks, wedges, cradle, or other equivalent means to prevent rolling. The means of preventing rolling must not be capable of becoming unintentionally unfastened or loose while the vehicle is in transit.” Total freight including cradle must not exceed 2000lbs or 92” in height.

Item 820: Reconsignment

The Consignor may request the Carrier to redirect a shipment once it has been tendered for shipment. Reconsigned shipments are subject to all applicable freight charges in addition to a Reconsignment fee. Charges shall be determined as follows.

If the shipment has not dispatched from the terminal of origin, the Reconsignment Accessorial fee will be the only additional charge assessed related to this change in service. See Accessorial Rate Chart for current rates.

If the shipment has left the origin terminal, the Reconsignment Accessorial fee will be assessed, in addition to appropriate freight charges. See Accessorial Rate Chart for current rates.

If a shipment has been delivered before intercepted for Reconsignment, the charges for the shipment shall be due and payable. Recovery of the shipment and delivery to a different Consignee or Consignee address shall be considered a new and separate shipment.

Item 825: Rural Delivery Charge

When pick up or delivery service is requested to be performed more than 5 miles from the nearest highway on the Carrier’s normal line of travel or municipality served by the Carrier as a direct service point, a Rural Delivery Accessorial Charge will be added and is based on the number of off-route, round-trip miles incurred. See Accessorial Chart for the current mileage rate. If the pickup or delivery is also subject to the Residence Accessorial, both Rural Delivery and the Residential Accessorial will be assessed.

Item 830: Pick up or Delivery Attempt

When through no fault of the Carrier, freight is not picked up or delivered on the first attempt, a Multiple Attempt Accessorial Charge will be assessed on the next and each subsequent attempts. No additional pick up or delivery attempts will be made until an appointment is secured with the Shipper or Consignee.

Charges as provided in this item will be assessed against the party requesting the pickup. Application of this fee does not preclude the application of otherwise applicable accessorial charges. See Accessorial Rate Chart for current rates

Item 850: Border Security

When a shipment is moving across national boundaries, (ie. between the USA and Canada) the Border Security Charge will be applicable. See Accessorial Rate Chart for current rates.

Item 855: Bond Charges

When a shipment is moving across national boundaries, (ie. between the USA and Canada) and is required to be moved to an inland sufference warehouse until customs clearance is received, Bond Charges will be applicable. See Accessorial Rate Chart for current rates.

Item 910: Storage

When through no fault of the Carrier, freight is held in the Carrier's possession by reason, act, or omission of the Consignor or Consignee, such freight will be considered stored.

Stored shipments are subject to the Storage Accessorial Charge for each day, including weekends and holidays. See Accessorial Rate Chart for current rates. Charges shall be applied 48 hours after Consignor notification. The notification waiting period shall not including Saturday, Sunday, or Business holidays.

Item 980: Undelivered Returned Shipment

Any undelivered shipment when returned to the Consignor, shall be returned subject to the following provisions:

The point of return shall be identical to the point of origin.

The original Consignor guarantees payment of the original move, the return move, and all other applicable charges.

The original returned shipment shall be subject to the Reconsignment, Marking and Tagging Accessorial and any other applicable accessorial fees. See Accessorial Rate Chart for current rates.

Item 985: Unpack Service

If requested by the Consignor or Consignee and if operationally feasible, the Carrier may agree to remove the packaging from a shipment. The unpacking service does not include removal of debris and is subject to the Unpack Accessorial Charge. See Accessorial Rate Chart for current rates.

Item 994: Quebec Carbon Surtax Recovery

Rates and charges are subject to the applicable Surtax Recovery in effect at the time and place of shipping. This charge is to recover the Quebec Cap and Trade rate for carbon that is applied to the price of fuel in that jurisdiction. See Accessorial Rate Chart for current rates.

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