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ITEM 110

DEFINITION OF TERMS

1. DIRECT SERVICE AND SERVED DIRECT, as used in this schedule or in schedules subject hereto means transportation service performed by a carrier with its facilities and vehicles or those of its agent.

2. LOCAL HAUL, as used in this schedule or in schedules subject hereto, means the transportation of shipment by one motor carrier under a local rate, whether pick up service at a point of origin or delivery service at destination is performed by such carrier or for its account by another carrier. Charges or payments owed to any additional carriers shall be limited by the total charges owed to the billing carrier.

3. JOINT HAUL, as used in this schedule or in schedules subject hereto, means the transportation of a shipment jointly by two or more motor carriers under a through rate, not including carriers performing only pick up service at point of origin or delivery service at destination for account of a carrier in connection with which such through rate applies. Where a rate or other provision is restricted to or against “Joint Hauls” via an individual carrier, the term means joint through hauls via that carrier and a connecting carrier.

4. NATIONAL MOTOR FREIGHT CLASSIFICATION, as used in this schedule means National Motor Freight Classification NMF 100 Series, National Motor Freight Traffic Association, Inc., Agent.

5. TRUCKLOAD:
   (a) ON CLASS RATED articles, Discount expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, the term “TRUCKLOAD” shall mean any shipment billed at:
   1. 20,000 pounds or more on articles rated class 125 or lower.
   2. 10,000 pounds or more on articles rated class 150 or higher.

   (b) ON COMMODITY RATED shipments, the term “truckload” shall mean any shipment billed at truckload commodity rates. In the case of commodity rates which apply “Any Quantity” or which are the same on all shipments weighing each 5,000 pounds or more, a shipment weighing 20,000 pounds or more shall be deemed a truckload for the purpose of applying rules and accessorial charges (not transportation charges) governing truckload shipments.

6. CARRIER’S TERMINAL. Where rates are published from or to carrier’s terminal, the term “carrier’s terminal” refers to the terminal of the carrier which performs the transportation under such rates, (unless otherwise provided in rate items or rate applications).

7. RATE BASIS NUMBERS and RATE SCALE NUMBERS are synonymous and interchangeable terms.

8. MIXED SHIPMENT. The term “mixed shipment(s)” as used in the application of commodity rates or exceptions classes restricted to “mixed shipment” or “mixed shipments” means a single shipment consisting of separately described commodities in separate items of the NMFC. Each individual shipment must consist of such separately described commodities when commodity rates or exceptions classes are restricted to apply only in “mixed shipment” or “mixed shipments”.

9. LESS THAN TRUCKLOAD (LTL) Rates or Classes are those applicable to a quantity of freight less than the truckload minimum weight specified for the same article.

10. The terms “BUSINESS DAY” or “BUSINESS HOURS” means that time during which operations are generally conducted by the carrier where the service is performed. These terms do not include Saturdays, Sundays or Holidays.

11. Broker – A person or business other than a motor carrier of employee or agent of a motor carrier that as principal or agent sells, offer for sale, negotiates for, or holds itself out by solicitation, advertisement, otherwise arranges for transportation by motor carrier for compensation as defined in 49 USC 13102.

12. Motor Carrier - Any person or business providing motor vehicle transportation for compensation as defined in 49 USC 13102.

13. Logistics Provider – Any person or business entity holding itself out as a broker, motor carrier or third party agent of shipper. Logistics Provider hereby represents and warrants that it is duly and legally qualified to operate in accordance with applicable law and maintains all insurance, surety bonds, or otherwise as required by applicable law. See definitions within for definitions of broker and motor carrier.

14. The term “HOLIDAYS” means:
    New Years Day, Labor Day, Christmas Day, Independence Day, Thanksgiving Day or any other day generally observed as a holiday by the carrier at the point at which the service is performed.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 115

TERMINAL AREA

The terminal area of each municipality shall consist of the following:

a) The municipality itself, hereinafter called the base municipality.

b) All municipalities contiguous to the base municipality.

c) All other municipalities and all unincorporated areas which are adjacent to the base municipality as follows:
   1) When the base municipality has a population less than 2,500 all unincorporated areas within two miles of its corporate limits and all of any other municipality any part of which is within two miles of the corporate limits of the base municipality.
   2) When the base municipality has a population of 2,500 but less than 25,000, all unincorporated areas within 3 miles of its corporate limits and all of any other municipality any part of which is within 3 miles of the corporate limits of the base municipality.
   3) When the base municipality has a population of 25,000 but less than 100,000, all unincorporated areas within 4 miles of its corporate limits and all of any other municipality any part of which is within 4 miles of the corporate limits of the base municipality, and
   4) When the base municipality has a population of 100,000 or more, all unincorporated areas within 5 miles of its corporate limits and all of any other municipality any part of which is with in 5 miles of the corporate limits of the base municipality, and

d) All municipalities wholly surrounded or so surrounded except for a water boundary, by the base municipality, by any municipality contiguous thereto, or by any municipality adjacent thereto which is included in the terminal area of such base municipality under the provisions of Paragraph C above.

Definitions:

For the purpose of this item the following terms are defined:

a) “Municipality” means any city, town, village, or borough which has been created by special legislative act or which has been, otherwise, individually incorporated or chartered pursuant to general State laws, or which is recognized as such, under the Constitution or by the laws of the state in which located, and which has a local government. It does not include a town of the township or New England type.

b) “Contiguous municipalities” means municipalities, as defined in Paragraph (a) above, which have at some point a common municipal or corporate boundary.

c) “Unincorporated area” means any area not within the corporate or municipal boundaries of any municipality as defined in Paragraph (a) above.

d) Airline distances or mileage about corporate limits of municipalities shall be used.

e) The population of any municipality shall be deemed to be the highest figure shown for the municipality in any decennial census since (and including) the 1940 decennial census.

Item 117

Authority

New Penn Motor Express, Inc. is a licensed motor carrier and broker as defined by the Federal Motor Carrier Safety Administration. During the course of performance, New Penn may serve in either or both capacities.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 120

FUEL RELATED INCREASES

Except as otherwise provided all rates, charges and arbitreries for line haul transportation governed by the provisions shown herein shall be subject to the following fuel related increase(s) (Notes A, B).

Section 1. General Provisions:

A. The application of this increase is as follows: calculate the applicable gross line haul charge including all increases and/or arbitreries which apply thereto, then apply the increase shown in Section 2 to that total. This fuel related increase will be shown as a separate line item on the freight bill and will NOT be subject to discount, allowances or discounting.

B. When a conflict exists between shipper, consignee and/or third party where different fuel increases or exemptions may apply, the agreement established with the debtor of the freight charges shall prevail.

C. When a joint line haul of two or more carriers exists, the carrier collecting the freight charges shall receive the entire fuel related increase.

Section 2. Fuel Related Increases

Listed below are table(s) with increase percentage(s), effective date(s) and termination date(s). Only one table may be effective at one time. Once a table is terminated another may be added in a successive supplement. Exceptions to these table(s) will be shown under separate cover with reference specifically to the table where the exceptions applies. Any exception shown under separate cover shall be terminated along with the corresponding table(s) since one has a direct relationship to the other.

Any shipment governed by this publication shall be subject to the increase(s) in the tables listed below.

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<td>05/02/06</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>6.9%</td>
<td>10/18/07</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.4%</td>
<td>04/21/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.9%</td>
<td>05/05/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>8.4%</td>
<td>06/02/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>9.4%</td>
<td>06/16/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>8.9%</td>
<td>09/08/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>8.4%</td>
<td>10/13/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.9%</td>
<td>10/27/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.4%</td>
<td>11/04/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>6.9%</td>
<td>11/11/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>6.4%</td>
<td>11/25/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>5.9%</td>
<td>12/16/08</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>6.9%</td>
<td>04/19/10</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.4%</td>
<td>05/10/10</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>7.9%</td>
<td>08/10/10</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>8.4%</td>
<td>11/16/10</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>9.4%</td>
<td>03/15/11</td>
</tr>
<tr>
<td>Fuel related increase</td>
<td>9.8%</td>
<td>03/21/12</td>
</tr>
</tbody>
</table>

Note A: The term “Line Haul Transportation” referred to herein applies to all charges other than accessorial charges.

Note B: Fractions of less than one-half cent will be dropped, fractions of one-half cent or greater will be increased to the next whole cent.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 150

APPLICATION OF SCHEDULE

1. The ratings and items provided for herein take precedence over conflicting ratings and rules of the National Motor Freight Classification and any other schedules or contract terms or conditions that may appear on the subject shipments tendering document.
2. Exception classes subject to specified minimum weights shall remove the application of the classification class when such minimum weight requirement is met or charged for and shall not remove the application of the classification class for lesser weight shipments.

ITEM 160

APPLICATION OF CLASSES

(Exception to NMFC 100 Series Items 170, 420, 421)

To ensure the correct assessment of freight charges, shipper must use proper commodity descriptions and classes on the bills of lading and shipping orders subject to those shown in the National Motor Freight Classification STB NMF 100 Series. Appropriately abbreviated descriptions are permitted provided the NMFC item, applicable sub number, and class are shown. Incomplete or improper commodity descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper rating classification. Packaging types are required for classification rating and must be shown.

Commodities subject to class ratings that are dependent on the actual density or density group, the shipper must show the actual density or density group on the BOL. If the actual density or density group is not shown, a class 100 rating will be assigned.

Commodities in the NMFC that are shown as “0” in the CLASS column or listed as “not taken” or “not accepted” will be assigned a class 100 rating. If no class is entered on the BOL the higher of class 100 or actual class rating will be assigned.

ITEM 175

APPLICATION OF RATES - Rates or Arbitraries on Classes not Provided for

Rates or arbitraries on classes not provided for shall be the same as that published on the next higher class for which a rate or arbitrary is published.

EXAMPLE: On a shipment of an article subject to Class 77, the Class 77 ½ rate will apply.

ITEM 180

APPLICATION OF RATES – Discounts, Commodity Rates & Exception Ratings

1. Discounts, Commodity Rates and Exception Ratings will have no application on Minimum Charge, Less than Truckload and Truckload shipments consigned to or originating at the following locations:
   - Grand Union, Mt. Kisco, NY.
   - Wakefern in Middletown, NY and South Brunswick, NJ.
   - Wakefern Food Corp., Elizabeth, NJ.

2. Only one allowance, commodity rate or discount may be applicable per shipment. In the event of a conflict the allowance, commodity rate or discount applicable to the party responsible for the freight charges (or his agent) will be applicable.

3. Discounts will not apply on deliveries to Metro North Commuter Train Lines in New York City, New York.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
4. Unless otherwise indicated in writing by a New Penn representative, when discount provisions exist at both the origin and destination, the discount precedence will be as follows:

a. When a shipment is moving prepaid and no third party “bill to” is applicable, the discount agreement established for the shipper (origin) will apply.

b. When a shipment is moving collect and no third party “bill to” is applicable and no established discount agreement exists for the consignee (destination), if applicable to collect shipments, the shippers (origin) discount agreement will apply.

c. When a shipment is moving collect and no third party “bill to” is applicable and an established discount agreement exists for the consignee, the discount agreement established for the consignee (destination) will apply.

d. When a shipment is moving prepaid and a third party “bill to” is applicable and an established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the third party payer.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
e. When a shipment is moving prepaid and a third party “bill to” is applicable and no established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the shipper (origin).

f. When a shipment is moving prepaid and a third party “bill to” is applicable and no established discount agreement exists for the third party payer or the shipper (origin), then no discount is applicable to this movement.

g. When a shipment is moving collect and a third party “bill to” is applicable and an established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the third party payer.

h. When a shipment is moving collect and a third party “bill to” is applicable and no established discount agreement exists for the third party payer, the applicable discount shall be the established agreement for the consignee (destination).

i. When a shipment is moving collect and a third party “bill to” is applicable and no established discount agreement exists for the third party payer or the consignee (destination), then if applicable to collect shipments, the shippers (origin) discount agreement will apply.

ITEM 181

APPLICATION OF RATES FOR DISCOUNT ALTERNATION
(Applicable only when specific reference is made hereto)

When specific reference is made to all or part of this item in writing by a New Penn representative and discount agreements conflict at origin, destination and/or third party payer, the discount precedence will be as follows:

a) When a shipment is moving collect and no third party “bill to” is applicable and an established discount agreement exists for the consignee, the discount agreement for the shipper (origin) and the consignee (destination) will alternate, the lowest net charge will prevail.

b) When a shipment is moving prepaid and a third party “bill to” is applicable and an established discount agreement exists for the third party payer, the discount agreement for the shipper (origin) and the third party payer will alternate, the lowest net charge will prevail.

c) When a shipment is moving collect and a third party “bill to” is applicable and an established discount agreement exists for the third party payer, the discount for the consignee (destination) and third party payer will alternate, the lowest net charge will prevail.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 190

RATE AND DISCOUNT PUBLICATION INFORMATION

All requests for copies of the applicable Rate Schedules and/or Discount Publications must be made by the party whose rates, discounts, etc. are shown on the freight bill. In no case will copies of Rates, and/or Discount Publications be sent to parties other than the party whose pricing is shown on the freight bill, except when a written release from that party accompanies the request.

Requests for rate diskettes, magnetic tapes and/or rate sheets shall be made along with information that enables the carrier to accurately send the applicable rate media.

NPME 100 series Special Services Schedule are available upon request. To secure a copy, follow the procedures outlined below.

Procedures

1. All requests for information shall be made to the Director of Traffic for New Penn Motor Express.
2. All written requests will be logged with the name of the customer, name of requester, account number, NPME sales representative, date of receipt, specific information requested and date processed.
3. All written requests will be returned within five business days to the requester of the information, unless the written request is incomplete in which case the request will be returned along with an explanation of the additional information required to process the request.

ITEM 200

BEYOND SERVICE ARBITRARY CHARGES

When shipments are consigned from or destined to the areas outlined below and other cities more specifically listed in items 2100 through 2915 of New Penn NPME 572 series, the arbitrary charges associated with these zip codes and cities also shown in items 2100 through 2915 of NPME 572 series shall be assessed. These additives/arbitraries are assessed in addition to any other applicable line haul or accessorial charges regardless of the applicable schedule from which the line haul charges are derived. These charges will be shown as a separate line item on the freight bill and will not be subject to on bill discounts, volume incentive discounts or loading allowances. Please call 1-800-950-5046 x4360 for exact charges.

Florida Keys Zip codes 33001, 33036-37, 33040-45, 33050-52, 33070.

Nantucket and Martha’s Vineyard, Massachusetts zip codes 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584.

North Carolina zip codes 27915-17, 27920, 27923, 27927, 27929, 27936, 27939, 27941, 27943, 27947-50, 27954, 27956, 27959, 27964-66, 27968, 27972, 27981-82, 28511, 28520, 28524, 28528, 28531, 28553, 28577, 28579, 28581, 28587, 28589

South Carolina zip codes 29925-26, 29928, 29938.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 300

ADVANCING OR PAYING CHARGES
(Except to NMFC Item 300)

1. Unless otherwise instructed by shipper or consignee, the carrier may advance or pay charges which are incidental to the transportation of the shipment. These advanced charges are to be collected in addition to the applicable transportation charges.

2. The charges assessed by the carrier for advancing or paying monies outlined above shall be $5.25 per $100.00 dollars advanced or fraction thereof subject to a minimum charge of $26.50

ITEM 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT - Refused or Unclaimed Shipments

Refused or unclaimed shipments will be subject to the following provisions:

SEC. 1: CHARGES:
Upon notice to carrier that the consignee will not accept a shipment, the carrier will hold the shipment in its vehicle, or, at carrier’s option, unload it in its terminal at, or nearest to destination and carrier’s liability immediately reverts to that of warehouseman. See Item 830 herein for charges to be assessed for redelivery in addition to any accrued storage charges under the Item 910 Series, and other lawful charges.

SEC. 2: REDELIVERY:
If a shipment is refused (Note A) upon tender of delivery (except at carrier’s terminal) or if prior to notice of refusal by consignee as provided for in SEC. 1, shipment has been dispatched from carrier’s terminal and routed for final delivery to consignee, any subsequent delivery from the same terminal will be subject to redelivery provisions under the Item 830 Series (REDELIVERY) in addition to the charges provided for in SEC. 1.

SEC. 3: TERMINAL DELIVERY:
In the case of a shipment consigned for terminal delivery (Note B), it shall be treated as “refused” under SEC.1, if not called for within 2 days after date of arrival, subject to storage charges under the Item 910.

SEC. 4: NOTICE TO CONSIGNOR:
Where a shipment is refused or unclaimed under this item, the carrier shall promptly attempt to provide notice by telephonic or electronic communication provided in section 4 (a) of the Uniform Bill of Lading Contract. See item 360 NMF 100 series.

SEC. 5: RETURNED OR REFORWARDING:
If a shipment is refused and final disposition thereof is made by returning it to the consignor at original shipping point as shown in Bill of Lading, lawful rates and charges for the return will be assessed in addition to any lawfully accrued charges. If a shipment is forwarded to another consignee or destination, the reconsignment or diversion provisions in the Item 820 of this schedule will apply.

SEC. 6 BILLS OF LADING:
Nothing in this item shall be construed as a waiver or nullification of the conditions of the Uniform Bill of Lading with respect to the disposition of perishable or non-perishable freight.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
SEC. 7 UNDELIVERED FREIGHT:
If freight cannot be delivered because of the consignee’s refusal or inability to accept it, or because the carrier cannot locate the consignee or if freight cannot be transported because of an error or omission on the part of the consignor, the shipment will be subject to applicable storage or detention charges and carrier’s liability immediately reverts to that of a warehouseman.

NOTE A: When the consignee cannot be located, or for any other reason beyond the control of the carrier, a shipment cannot be delivered at the address given in the Bill of Lading, for the purpose of this item, a shipment shall be deemed “refused”. 
NOTE B: Shipments will be accepted for delivery at carrier’s terminal only where terminal facilities for such delivery are available and adequate.

ITEM 350
ASSEMBLING OR DISTRIBUTING FREIGHT

When, upon request of shipper or consignee, freight in LTL quantities is received for distribution to two or more consignees, the following charges will be assessed, in addition to all other lawfully applicable rates and charges, for the service of unloading the freight and sorting and checking it for distribution.

Charges: $1.76 per 100 pounds

ITEM 360
BILLS OF LADING

All pricing agreements, pricing proposals or quotations offered by NPME are conditional on the use of the Uniform Straight Bill of Lading prescribed in the National Motor Freight Classification 100 Series (NMFC).

New Penn Motor Express certifies we are a participating carrier in the NMFC.

Copies of the NMFC prescribed bills of lading are available from NPME on request and without charge. Under Item 362 of the NMFC, the prescribed terms of those bills of lading may be varied only by a written agreement, separate for the bill of lading, and signed by the Director of Traffic for NPME.

The signature of a NPME driver on a bill of lading will not be construed as authority to change the bill of lading terms and conditions as prescribed by the NMFC.

ITEM 360-01
BILLS OF LADING – Corrected

Any changes made to the original Bill of Lading (BOL) will be subject to an additional charge of $24.00 each time a change is made at the request of a Shipper, Consignee, or a Third Party. This charge shall be in addition to all other charges and will not be subject to discount, loading or unloading allowances.

A corrected BOL must be submitted by the party that will become responsible for all changes and updates. In lieu of corrected BOL, Carrier will accept a Letter of Authority (LOA) on company letterhead or e-mail, subject to all other provisions in this item. All corrected BOL and/or LOA are subject to the acceptance of Carrier.

Changes in payment terms from prepaid to collect, collect to prepaid, or adding/removing/changing a third party will require a corrected BOL or LOA.

Changes in commodity description, weight, pieces, or class must be accompanied by written documentation of satisfactory evidence including, but not limited to, original invoice, descriptive literature, specification sheets, or photographs identifying part numbers of item numbers, in addition to a corrected BOL or LOA.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
No changes, updates, revisions to BOL will be allowed if any of the following conditions exist:

A. Freight bill has been paid in accordance to the terms of the original BOL.

B. Any change that causes increase to Carrier’s liability regarding loss, damage, or replacement.

The party assuming responsibility (new debtor) must have established credit with carrier and is subject to all provisions within this item and all others in NPME 100-C.

Shipments will be automatically re-rated with a new invoice generated in accordance with the pricing program of the new debtor and will also be subject to all other items within NPME 100-C.

Inadvertent acceptance of a Corrected Bill of Lading will not circumvent tariff rules that require prepayment of carrier’s freight charges (see Item 720-10).

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 360-02  
**BILLS OF LADING - Conflicting Terms & Conditions**

All rates, terms and conditions of transportation are subject to the rules of this schedule and by bills of lading of the NMFC. The only exception occurs when there is a written agreement, separate from the bill of lading, signed by an authorized representative of this company and the customer. For these purposes, a driver of this company is not an authorized representative and cannot negotiate rates or terms of service on behalf of the company.

If a customer uses a bill of lading other than the uniform bill of lading as shown in the NMFC, the driver’s signature only acknowledges the condition and receipt of the freight. It is not a contract for the carriage of freight.

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ITEM 360-04  
**BILLS OF LADING - Freight Bills and Statements of Charges**

When validation of a Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carrier to resubmit the Freight Bill for validation, a charge of $11.90 will be assessed for that service (Note A).

**NOTE A:** Not applicable on shipments moving on U.S. Government Bills of Lading.

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ITEM 360-05  
**BILLS OF LADING - Order Notify**

*Order Bills*

(Except to Sec. 1 of NMFC Item 360)

The provisions of Sec. 1 of NMFC Item 360 will apply except:

Carrier will not accept direct from shippers or from a connecting carrier, shipments moving on Order - Notify Bills of Lading. If the carrier inadvertently accepts a shipment on an order notify bill of lading, the order notify shall be considered null and void and the terms and conditions shall revert to those of the Uniform Bill of Lading shown in NMF 100 item 360.

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ITEM 390  
**CAPACITY LOADS**

**SECTION 1 - GENERAL APPLICATION:**

a. This item applies only when a single shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle.

b. The carrier shall endeavor to furnish the largest available vehicle(s) as defined in Section 3 of this item. The shipper shall have the right to refuse the vehicle(s) offered, but once the loading has begun, the provisions of this item will apply.

c. The provisions of this SECTION will NOT apply on shipments subject to the provisions of Item 470.

**SECTION 2 - CHARGES:**

a. The minimum charge for each fully loaded standard trailer shall be computed on the basis of the applicable truckload rate and truckload minimum weight. When two or more truckload minimum weights are provided for the same article, the lowest of such truckload minimum weights and the truckload rate applicable thereto will apply for that article. In the case of mixed shipments of differently rated articles, apply the provisions of Item 645 (MIXED TRUCKLOAD SHIPMENTS).

b. The minimum charge for each fully loaded doubles trailer shall be 65% of the minimum

For explanation of abbreviations, reference marks and symbols, see Item 500000.
For explanation of abbreviations, reference marks and symbols, see Item 500000.

charge provided above for fully loaded standard trailers.

c. The above provisions serve only as minimum charges and do not apply when the applicable truckload rate applied to the actual weight in each fully loaded vehicle produces a higher charge.

d. Each vehicle, except the one carrying the excess or overflow, must be fully loaded.

e. Each vehicle, including the one carrying the overflow, shall be rated as a separate shipment.

SECTION 3 - DEFINITIONS OF TERMS AS USED IN THIS ITEM:

FULL CAPACITY or FULLY LOADED shall mean:

1) That quantity of freight which, in the manner loaded so fills the vehicle used that no additional article in the shipping form so tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicle; or

2) The maximum quantity of freight that can be legally loaded in or on the vehicle used because of the weight or size limitations of state or regulatory bodies; or

TRUCKLOAD and TRUCKLOAD MINIMUM WEIGHT are as defined in Items 110 and 997 of this schedule.

VEHICLE shall mean either a standard trailer or a doubles trailer as defined below:

STANDARD TRAILER shall mean a trailer 35 feet or more in outside length.

ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided herein or in schedules subject hereto, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SEC. 1. Shipments must be tendered on Bill of Lading forms as shown in NMF 100 series Item 360. The letters “COD” must be stamped, typed or written on all such Bills of Lading and Shipping Orders immediately before the name of consignee; OR, “COD” in red letters at least three quarters (3/4) of an inch in height must be stamped or printed across the face of the Bills of Lading and Shipping Orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street and post office address of consignor and consignee must be shown on Bill of Lading and Shipping Order. On Straight Bills of Lading – Short Form there must be shown in the space provided for this purpose the following information:

<table>
<thead>
<tr>
<th>COLLECT ON DELIVERY</th>
<th>C.O.D. FEE:</th>
<th>REMIT C.O.D. CHECK TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMOUNT:$___________</td>
<td>Prepaid [ ]</td>
<td>Name:__________________</td>
</tr>
<tr>
<td></td>
<td>Collect [ ]</td>
<td>Street:________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Origin – City, State:__</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zip:__________</td>
</tr>
</tbody>
</table>

SEC. 2. Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee.

SEC. 3. COD packages will not be accepted on the same Bill of Lading with packages other than COD and only packages covered by one COD bill may be tendered on one Bill of Lading.

SEC. 4. COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
SEC. 5. COD shipments will not be accepted for transportation, subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, the consignee refuses COD payment, carriers are responsible for the disposition of the shipment only in accordance with the Bill of Lading contract. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SEC. 6. Only the following forms of payment will be accepted in payment of COD amounts (note 1): (1) cash, up to a maximum of $250.00; (2) bank cashier’s check; (3) bank certified check; (4) money order or (5) personal check of the consignee when so authorized or by endorsement on the Bill of Lading and Shipping Order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier’s responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

Note 1: All checks (including cashiers, certified, business and personal) and money orders tendered for payment of COD shipments will be accepted by New Penn at the shipper’s risk including, but not limited to, the risk of non payment, fraud and forgery; and that New Penn shall not be liable upon any such instrument.

SEC 7. When the bill of lading is not clearly marked in the appropriate space provided on the bill of lading, the charge for collecting and remitting the amount for COD shipments will be collected from the party to whom the freight charges are assessed. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

SEC 7A. Except as otherwise provided, on COD shipments where the COD fee is collect, a service charge of $27.65 per shipment will be assessed in addition to all other rates and charges, including charges shown in section 9 of this item.

SEC. 8. (a) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved by interline service the delivering carrier shall remit COD collection promptly to the originating carrier for disbursement to the consignor.
(b) The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
   (1) Number and date of freight bill
   (2) Name and address of shipper or other person designated as payee,
   (3) Name and address of consignee,
   (4) Date shipment delivered,
   (5) Amount of COD,
   (6) Date collected by delivering carrier,
   (7) Date remitted to payee,
   (8) Check number or other identification of remittance to payee.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
SEC. 9. The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be as follows:

<table>
<thead>
<tr>
<th>WHEN THE AMOUNT COLLECTED IS:</th>
<th>THE COD FEE WILL BE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Over $350.00</td>
<td>$13.70</td>
</tr>
<tr>
<td>$350.01 to $400.00</td>
<td>$14.62</td>
</tr>
<tr>
<td>$400.01 to $450.00</td>
<td>$16.05</td>
</tr>
<tr>
<td>$450.01 to $500.00</td>
<td>$17.37</td>
</tr>
<tr>
<td>$500.01 to $550.00</td>
<td>$18.71</td>
</tr>
<tr>
<td>$550.01 to $600.00</td>
<td>$20.14</td>
</tr>
<tr>
<td>$600.01 to $650.00</td>
<td>$21.50</td>
</tr>
<tr>
<td>$650.01 to $700.00</td>
<td>$22.85</td>
</tr>
<tr>
<td>$700.01 to $750.00</td>
<td>$24.25</td>
</tr>
<tr>
<td>$750.01 to $800.00</td>
<td>$25.59</td>
</tr>
<tr>
<td>$800.01 to $850.00</td>
<td>$26.98</td>
</tr>
<tr>
<td>$850.01 to $900.00</td>
<td>$28.40</td>
</tr>
<tr>
<td>$900.01 to $950.00</td>
<td>$29.76</td>
</tr>
<tr>
<td>$950.01 to $1,000.00</td>
<td>$31.13 (Note)</td>
</tr>
</tbody>
</table>

NOTE: Charges for amounts in excess of $1,000.00 should be computed at 3.113% of the total COD amount to be collected.

SEC. 10. COD shipments of explosives designated as “Class A and dangerous explosives” or Class B less dangerous explosives” referred to in the Hazardous Materials Schedule ATA 111 Series, American Trucking Associations, Inc. Agent will not be accepted.

SEC. 11. (a) Carrier will, upon written request from the consignor, change the status of COD shipment (except as prohibited by SEC. 1) by increasing, reducing or canceling the amount of the COD, subject to the following provisions:

(1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment.

(2) A charge of $37.45 per shipment will be made for increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.

(b) Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee’s personal check when such form of payment was not originally authorized, subject to an additional charge of $17.63 per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in schedules subject hereto, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

SEC. 12. The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:

a) When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with SECTIONS 1 and 2 of this item, or

b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the shipment’s delivery.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 435  

COLLECTION OF CHARGES – Third Party Billing

1. When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of lading and Shipping Order at time of shipment.

2. When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under DOT credit regulations. If a shipment is inadvertently accepted on a third party collect basis, the freight terms will be considered to be prepaid.

3. Shipments subject to the provisions of this item will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If a shipment is inadvertently accepted when the consignor executes SECTION 7 of the original bill of lading, the SECTION 7 provision will be invalid.

ITEM 470  

EXCLUSIVE USE OF VEHICLE

1. Definition: The carrier upon request of the consignor or consignee will provide exclusive use of a trailer(s). Shipping instructions to the carrier which prohibit the breaking of locks or seals or the co-loading of additional freight will be considered a written request for exclusive use service.

2. Requirement: Exclusive use request must be given in writing or placed on the bill of lading and shipper order.

3. Application: For just cause, the carrier may remove locks or seals, provided the reason is noted on the freight bill. No freight will be added except at the instruction of consignor or consignee. When a request is made to convert a shipment en route to exclusive use, the charge applicable will be as though the shipment moved for origin on an exclusive use basis.

4. Non Application: Shipments subject to the provision of this item may not be stopped en route for partial loading or partial unloading.

5. Payment of Charges: Charges must be prepaid or guaranteed by the party requesting the service. The no recourse section of the bill of lading may be signed.

6. Minimum Charge per Shipment: The charge will be for the actual weight of the shipment at the rate applicable, or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each vehicle, computed as follows: 20,000 pounds at the class 100 Scale M5M rate for a vehicle.

ITEM 475  

FREIGHT BILL CONSOLIDATION

When the consignor or consignee requests that multiple shipments be combined into one single shipment a charge of $50.00 per consolidated set of freight bills shall apply, subject to the following criteria.

1. All shipments to be combined must have the same pick up date and be picked up on the same pickup trailer.

2. All shipments to be combined must be consigned to the exact same consignee at the exact street address, city, state and zip code.

3. All shipments to be combined must be delivered on the same date and be on the same delivery trailer.

Since each one of the bill of ladings is a separate individual contract with the carrier and the carrier is not obligated to perform this service, it will totally at the discretion of the carrier as to whether request will be granted and freight bills will be combined.

This service will only be considered by the carrier upon written request by either the consignor or the consignee.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 480

CUSTOMS OR IN BOND FREIGHT

1. Shipments moving under United States Customs Bond (Notes C and D) are subject to the following charges which will be in addition to all other lawfully applicable rates and charges:

<table>
<thead>
<tr>
<th>CHARGES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>254 cents per 100 pounds, minimum charge</td>
<td></td>
</tr>
<tr>
<td>LTL AND TRUCKLOAD SHIPMENTS</td>
<td>$34.96 per shipment and maximum charge $230.43 per vehicle used.</td>
</tr>
</tbody>
</table>

2. Except as provided in Note A below, line haul charges on shipments requiring U.S. Customs Clearances at a point other than the final destination will be assessed on the basis of rates applicable from point of origin to the point of U.S. Customs Clearance and from the point of U.S. Customs Clearance to final destination.

3. When necessary for carrier to purchase and apply “high security red in-bond seals” for shipments moving under United State Customs Bond, a charge of $37.55 per seal will be assessed (Note E).

NOTE A: Not applicable when the final destination is located within the Terminal Area (Item 8) of the point of U.S. Customs Clearance.

NOTE C: Freight moving in bond, whether from a water type port or an inland port may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving in Bond.

NOTE D: Each “IT” (Immediate Transportation Permit), “Wd T”, “Wd Ex.”, “T.E.”, “Drawback” Permit issued for movement of an In Bond shipment will be considered a separate shipment and must be accompanied by one Bill of Lading and Shipping Order. The provisions of this note will not apply on truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

NOTE E: Carrier will not be responsible for equipment or tools necessary for removal of high security red in-bond-seals.

ITEM 480-10

CUSTOMS OR IN BOND FREIGHT - CANADIAN

Shipments Moving In Bond from Points in Canada to Points in U.S.A.

Shipments moving under U.S. Customs Bond for customs clearance in the U.S. shall be assessed $1.43 per 100 pounds, subject to a minimum charge of $26.19 and a maximum charge of $184.37 per vehicle used, in addition to all other lawful charges.

Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination (see Exception) will be assessed on the basis of rates applicable from the point of origin to the point of U.S. Customs clearance and from the point of U.S. Customs clearance to the final destination (Note A).

EXCEPTION - Charges shown herein are not applicable to: Shipments that clear U.S. Customs at ports of entry located on the U.S. - Canadian boundary line or adjacent thereto.

NOTE A: Not applicable when the final destination is located within the Commercial Zone of the point of U.S. Customs clearance.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 480-20

CUSTOMS OR IN BOND FREIGHT - CANADIAN
Shipments Moving In Bond from Points in U.S.A. to Points in Canada

Shipments moving under Customs Bond for customs clearance in Canada shall be assessed $19.00 per shipment, in addition to all other lawful charges.

Shipments which are selected by the CBSA for specific examination will be subject to an additional fee to recover the costs of additional transportation and delays. Under the Customs Act, CBSA has the authority to randomly select shipments for examination to verify compliance or to take samples in reasonable amounts. CBSA's objective is to detect prohibited or restricted items; to fulfill other government departments' legislative requirements (e.g., food inspection, import permits); or, to ensure the goods comply with customs legislation (product matches the information indicated on the customs documentation). The carrier is obligated to comply with these demands and will assess a fee of $3.25 per CWT subject to a $65.00 minimum charge.

ITEM 485

DEDUCTION FROM FREIGHT CHARGES

Deductions of loss, damage or overcharge claims from freight charges are prohibited. Any deductions made may result in loss of discount on the deducted freight bill.

ITEM 488

DEMURRAGE
(Exceptioin to Item 500 Series)

Truckload shipments held by the carrier awaiting delivery by reason of an act or omission of the consignee or for Custom clearance or inspection and through no fault of the carrier, will be considered as being on Demurrage and are subject to the following charges in addition to storage charges (Note A):

SEC. 1 FREE TIME:
Demurrage charges as provided in SEC. 2 on undelivered freight, will begin on and after the expiration of free time, as shown in paragraph (b) from the first 7:00 A.M. after notice of arrival has been given by phone or in writing to the consignee, consignor or owner, Sundays and legal holidays, (not half holidays), National, State and Municipal, excluded.

(b) FREE TIME SHALL BE AS FOLLOWS:
Perishable/Non-perishable In Bond or other than In Bond freight (Note B) .................................48 hours.

SEC. 2 CHARGES:
Subject to the provisions of SEC. 1 of this item the following demurrage rates and charges will be assessed in addition to all other lawfully applicable rates and charges:
Assess the following charges on shipments subject to TL rates after free time specified in SEC. 1 expires.

(1) For the first day (Note C).................................$77.96 per trailer.
(2) For each succeeding day (Note C).........................$109.46 per trailer.

NOTE A: See Item 345 (ARRIVAL NOTICE AND UNDELEVERED FREIGHT).
NOTE B: The term "In Bond" refers to shipments that require releases by United States Customs. Notification on such shipments will be made by telephone, and if requested, confirmed in writing.
NOTE C: In computing demurrage charges, any fractional part of a day (twenty-four hours), shall be deemed a day.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 500

DETENTION – Tractor with trailer

This item applies only on shipments when carrier’s vehicle (Note A) are delayed or detained at premises of consignor, consignee or other places designated by consignor or consignee, subject to the following provisions:

SEC. 1 GENERAL PROVISIONS:

a. Except as otherwise specifically provided, when the loading or unloading of freight is delayed and such delay is attributable to the consignor, consignee or other designated by them, beyond the free time authorized in SEC. 3, computed in accordance with SEC. 2, charges in SEC. 4 will be assessed against the party requesting the service. If the party requesting or requiring the service is unable or unwilling to pay for the service, the charges will be assessed against the payer of the freight charges.

b. When SEC. 7 of the Bill of Lading is executed, carrier will not deliver the shipment to consignee unless detention charges, if accrued, are guaranteed.

c. Carrier will maintain records to verify any charges for detention.

d. Prior authorization or notification from debtor will not be required on shipments subject to detention.

SEC. 2 COMPUTATION OF TIME:

a. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available and ends upon notification from the consignor or consignee that the trailer is available for movement.

b. Mealtime not exceeding one hour will be excluded from computation of time when loading or unloading with power is interrupted by a meal period.

c. In case of multiple shipment subject to LTL rates received from one shipper or delivered to one consignee at one time on the vehicle, time will be computed on the aggregate weight of the multiple shipments so received or delivered. Where there is more than one payer, charges will be prorated on the basis of the weight of each individual shipment. Where either a single shipment or such multiple shipments subject to LTL rates exceed the carrying capacity of one vehicle free time for each vehicle shall be computed separately.

SEC. 3 FREE TIME:

Free time for the loading or unloading of freight will be allowed as follows:

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Free Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2,000 pounds</td>
<td>30 minutes</td>
</tr>
<tr>
<td>2,000 pounds but less than 4,999 pounds</td>
<td>45 minutes</td>
</tr>
<tr>
<td>5,000 pounds but less than 9,999 pounds</td>
<td>60 minutes</td>
</tr>
<tr>
<td>10,000 pounds but less than 19,999 pounds</td>
<td>90 minutes</td>
</tr>
<tr>
<td>More than 20,000 pounds</td>
<td>120 minutes</td>
</tr>
</tbody>
</table>

SEC. 4 CHARGES:

When loading or unloading of freight is delayed beyond free time, charge per vehicle for each 15 minutes of fraction thereof consumed for such delay shall be $42.00

SEC. 5 PICK PICK-OR DELIVERY PROVISIONS IN THIS OR OTHER SCHEDULES:

The provisions of this item do not change or prevent the application of other items in this schedule. Nothing in this item shall require a carrier to pick up or deliver freight at hours others than each carrier's normal hours.

NOTE A: “Vehicles” as used in this item means straight trucks or tractor-trailer combinations except that this item will not apply to trailers without power units left by carriers at place of pick up or delivery of consignor, consignee or other party designated by them.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
**ITEM 501**

**DETENTION – Vehicles without Power Units**

**APPLICATION:**

**DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS**

This item applies when carrier’s vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them. Also applies, when the carrier spots or drops a trailer at the request of the consignor or consignee.

**SECTION 1. GENERAL PROVISIONS:**

a. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier’s employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units (Item 500 herein) will apply. In the case of spotting for loading the Bill of Lading must show ‘Shipper Load and Count.’

b. Carrier responsibility for safeguarding shipments loaded in trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.

c. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.

d. Free time for each vehicle will be as provided in SECTION 2. After the expiration of free time charges will be assessed as provided in SECTION 3.

e. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading.

f. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier’s normal business hours. This shall not be construed as a restriction on carrier’s ability to pick up or deliver spotted trailers at hours other than its normal business hours.

g. Carrier will maintain records to verify any charges for detention.

**SECTION 2. COMPUTATION OF FREE TIME:**

(A) Free time application:

1. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available.
2. Detention end upon notification from the consignor or consignee that the trailer is available for movement.
3. When a trailer is both loaded and unloaded, the free time for loading will not begin until the free time for unloading has expired.

(B) Free time calculation:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading from the time the trailer is spotted.
2. Free time will not begin nor include Saturday, Sunday, or holiday (national, State, or municipal). When the trailer is spotted on such days, free time will begin at 8:00 AM on the next business day. When free time has begun and extends into such day, computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, or holiday.

**SECTION 3. CHARGES:**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)</td>
<td>$51.00</td>
</tr>
<tr>
<td>(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)</td>
<td>$71.41</td>
</tr>
<tr>
<td>(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)</td>
<td>$102.01</td>
</tr>
</tbody>
</table>

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 520

EQUIPMENT

A carrier’s obligation to accept articles for shipment shall be subject to the suitability of equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.

ITEM 520-10

HYDRAULIC LIFT GATE SERVICE

DEFINITION - The carrier will provide lifting or lowering devices to accomplish pickup or delivery when required or requested.

1. APPLICATION - When liftgate is requested on the original bill of lading, the fee will follow the freight terms noted for this specific service. The charge includes the initial notification for delivery.

2. 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 linehaul 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. Prior authorization or notification is not required if carrier deems a liftgate is required or is requested to complete pickup or delivery.

3. Liftgate service can be refused when a single handling unit exceeds 1,500 lbs, when the length of a single handling unit exceeds 84 inches, the height of a single handling unit exceeds 60 inches or the width of a single handling unit exceeds 48 inches, as the handling unit would be positioned on the tailgate.

4. When service is not provided due to excessive weight or dimensions outlined in part 4 above, carrier will notify the consignor the reasons why the service cannot be provided and that the freight is in storage at the delivering terminal. The consignor will be allowed 48 hours free time to make other delivery arrangements. Once free time has expired provisions for storage shall apply as outlined in item 910 herein.

5. 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.

Charges: $6.30 per 100 pounds, subject to a minimum charge of $90.00 and maximum charge of $210.00.

ITEM 540

HAZARDOUS MATERIALS – Special Provision and Charges (Exception to NMFC Item 540)

Carrier may accept shipments of hazardous materials for transportation in accordance with the transportation Requirements of the US Department of Transportation, subject to the following provisions:

A. Hazardous Materials (HM) shipments must be tendered on Uniform Straight Bill of Lading forms as shown in NMF 100 series.

B. Fines and/or penalties will be billed to the Shipper, who will reimburse Carrier for all losses incurred when such are imposed on the Carrier as a result of the Shipper’s failure to comply with 49 CFR and/or provide:
   1. Proper packaging and labeling
   2. 24-hour emergency phone number (note 1)
   3. Proper shipping name
   4. Hazard Class
   5. Identification number
   6. Packing group-where required
   7. Total quantity
   8. Shipper’s Certification or any other certification requirements as specified in 49 CFR series.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
C. Hazardous Material in the categories listed below are embargoed from transportation:
   1. Explosives (Division 1.1, 1.2, 1.3)
   2. Radioactive Material (Class 7, Yellow 3)
   3. Hazardous waste
   4. Etiologic Agents/Infectious Substances (Division 6.2)
   5. Nitrocellulose with alcohol with not less than 25 percent alcohol by mass, and with not more than 12.6 percent nitrogen, by dry mass 4.1, UN2556
   6. Nitrocellulose, with not more than 12.6 percent nitrogen, by dry mass, or Nitrocellulose mixture with pigment or Nitrocellulose mixture with plasticizer or Nitrocellulose mixture with pigment and plasticizer 4.1, UN2557
   7. Nitrocellulose with water with not less than 25 percent water, by mass 4.1, UN2555
   8. Asbestos NA 2212
   9. PCB’s

D. As used herein, Hazardous Materials means articles described in 49 CFR. When service is provided by Carrier to transport materials defined under 49 CFR, an additional charge of $23.00 per shipment plus the actual costs of required permits will be assessed to each shipment.

E. Carrier reserves the right to deal in any way it deems proper without prior notice to Consignor/Consignee or Shipper, with any Hazardous Material that it reasonably suspects may become a danger to any other goods stored by Carrier, or freight in transit or to be moved in transit, or may become a danger to Carrier’s property, its employees, its servants or agents, or to third parties.

F. Except for Carrier’s negligent acts or omission resulting in loss, damage or injury, Carrier shall have no liability for any Hazardous Material, whether declared or undeclared. Shipper shall indemnify and hold harmless Carrier against all loss, damages, or delay or injury, including attorneys’ fees and costs, caused by or arising out of transit or storage of any Hazardous Material, whether declared or undeclared.

G. Except for Carrier’s negligent acts or omission resulting in loss, damage or injury, Carrier reserves the right to collect for the Shipper the costs of cleanup, damage claims paid, and injury claims paid, caused by or arising out of the transit or storage of any cargo.

Note 1: Failure to put the emergency phone number on the bill of lading will result in an additional charge of $105.00 per shipment.

ITEM 550

**EXPORT, IMPORT, COASTWISE AND INTERCOASTAL FREIGHT**

1. Except as otherwise provided in NPME 201 series, rates on export and import traffic published in schedules subject hereto will apply on traffic to or from Puerto Rico.
2. Rates, either class or commodity, specifically designated as applicable only to export, import, coastwise or inter-coastal shipment, must be applied on such shipments to the exclusion of all other rates not so designated.
3. On shipments consigned to piers or wharves or to brokers, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment or are not lodged at the pier prior to arrival of the shipment at the carriers destination terminal and must be obtained from the steamship company or broker, the charges listed below shall apply in addition to all other lawfully applicable rates and charges.
4. Export and Import rates, when so designated, take precedence over other rates between the same points over the same routes, on Export and Import Traffic.

Charges: $41.73 per shipment.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 551

**EXPORT, IMPORT, COASTWISE AND INTERCOASTAL FREIGHT**

**Shipments in Outer Containers Without Wheels**

**SEC. 1 SHIPMENTS IN OUTER CONTAINERS:**

Where import, export, inter-coastal or coastwise shipments, having a prior or subsequent movement by water, move in outer containers without wheels not exceeding 45 feet in length nor 8 feet 6 inches in width or height, outside dimensions, freight charges will be assessed as follows at the applicable truckload minimum charges as outlined in ITEM 997 shown herein.

**SEC. 2 RETURN OF EMPTY CONTAINERS:**

a) When empty containers, as described in SEC. 1 of this item are returned to the original point of shipment of the filled containers and via the carrier that handled the inbound movement, such containers will be subject to an additional charge of $325.00.

b) When empty containers as described in SEC. 1 are picked up by the carrier and moved to a designated place for loading, an additional charge of $325.00 per empty container pick up shall be assessed.

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ITEM 552

**EXPORT AND IMPORT SHIPMENTS – Air Freight**

When documentation’s, releases or instructions must be obtained by carrier from brokers prior to pickup or delivery of export or import shipments having prior or subsequent air transportation, a charge of $51.16 per shipment will apply, in addition to all other lawfully applicable rates and charges.

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ITEM 560

**EXTRA LABOR – Helper Charges**

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. The charges at each location where extra labor is used are listed below.

2. Time shall be computed from the time the extra labor arrives at the place of pick up or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (shipper) if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

3. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Charges: $84.93 per man per hour or fraction thereof, subject to a minimum charge for LTL shipments of $254.78 per man per day and a minimum charge for truckload shipments of $339.29 per man per day.

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ITEM 566

**INSIDE PICKUP OR DELIVERY**

When requested by consignor or consignee and carrier’s operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (PICK UP OR DELIVERY SERVICE).

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

When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or unloading the minimum and maximum charges will apply to each stop separately wherever the service is provided. For explanation of abbreviations, reference marks and symbols, see Item 500000.
performed.

The charges provided in this item will be in addition to all other lawful charges and will be assessed against the party responsible for freight charges when the service is required for delivery unless specifically authorized by another party to the shipment.

Charges: $8.65 per 100 pounds, subject to a minimum charge of $65.00 and maximum charge of $580.00.

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**ITEM 570**

**IMPRACTICABLE OPERATIONS**

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

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

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**ITEM 578**

**LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

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

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 579

CHARGES AT PORTS OR WAREHOUSES

Unless otherwise provided, schedules and or agreements governed by this publication shall not include charges for wharfage, usage, loading or unloading or any other fees or charges associated with pick up or delivery of shipments at Piers, Wharves, Container Freight Stations, Dockside Terminals or Warehouses. Such fees or charges are the responsibility of the payer of the freight charges.

When charges are assessed to the carrier for freight handling services at a loading or unloading pier or wharf by longshoremen, stevedores or public loaders, charges shown in 579-01 herein shall be assessed. Otherwise provisions in item 300(advancing or paying charges) shall apply.

ITEM 579-01

LOADING & UNLOADING AT PIERS OR WHARVES IN THE STATES OF ME, MA, CT, NY, NJ, PA, DE, MD, VA

OF EXPORT, IMPORT, COASTWISE OR INTERCOASTAL TRAFFIC

CHARGES ON WATERBORNE TRAFFIC AT PIERS OR WHARVES

(Exception to NMFC Items 300 and 568)

(NOTES A,B,C AND D)

1. Except as otherwise provided, rates and charges in Schedules governed by this schedule applying on export, import, coastwise or inter-coastal traffic do not include loading or unloading of motor carrier's vehicle.

2. Except as otherwise provided, any shipment picked up from or delivered to a piers or wharves in the states of ME, MA, CT, NY, NJ, PA, DE, MD, VA shall be subject to the following rates and charges which include loading or unloading charges for the longshoremen, stevedores or public loaders and shall be in addition to all other charges applicable to the shipment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate in Cents per 100 Lbs.</th>
<th>Minimum Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Any shipment on pallets or skids (Note D)</td>
<td>1366</td>
<td>$136.53</td>
</tr>
<tr>
<td>(b) Any shipment not on pallets or skids weighing:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 500 lbs</td>
<td>1238</td>
<td>$60.82</td>
</tr>
<tr>
<td>500 lbs. or more but less than 1,000 lbs</td>
<td>651</td>
<td>$60.82</td>
</tr>
<tr>
<td>1,000 lbs. or more but less than 2,000 lbs</td>
<td>502</td>
<td>$60.82</td>
</tr>
<tr>
<td>2,000 lbs. or more but less than 5,000 lbs</td>
<td>419</td>
<td>--</td>
</tr>
<tr>
<td>5,000 lbs. or more but less than 12,500 lbs</td>
<td>376</td>
<td>--</td>
</tr>
<tr>
<td>12,500 lbs. or more but less than 25,000 lbs</td>
<td>194</td>
<td>$482.22</td>
</tr>
<tr>
<td>25,000 lbs or more</td>
<td>184</td>
<td>$482.22</td>
</tr>
<tr>
<td>(c) Any shipment subject to the provisions of Item 390 (CAPACITY LOADS) or the Item 470 Series (CONTROL AND EXCLUSIVE USE OF VEHICLE – EXPEDITED SERVICE) of this schedule</td>
<td>194</td>
<td>$482.22</td>
</tr>
</tbody>
</table>

Rates are in cents per 100 pounds unless otherwise noted.

NOTE A: When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the

For explanation of abbreviations, reference marks and symbols, see Item 500000.
pier charges of said operators, the charges in this item will not apply. The consignor must place the following notation on the Bill of Lading:

"Arrangements made with pier operator to bill shipper or consignee directly for pier loading or unloading charges."

NOTE B: Rates and charges named herein will not apply when shipment(s) is delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by the ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named herein will not apply when shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers, see item 551, section 2 (return of empty containers). The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carriers service and liability.

NOTE C: All charges in this item that apply on export shipments must be prepaid.

NOTE D:
(a) Rate is stated in cents per pallet or skid.
(b) Shipments on skids refers to boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access of blades of a 3-ton forklift and to provide a balanced load. Such units shall not exceed 48 inches in width, 120 inches in length and 84 inches in height. Where dimensions exceed 48 x 120 x 84 inches, apply rates in Paragraph (b) of Table 1.

ITEM 580

MARKING OR TAGGING FREIGHT
(Except to SEC. 1 of NMFC Item 580)

Shipments subject to LTL rates will be accepted without being marked or tagged with the name and address of the consignee, only when arrangements are made in advance by the shipper with the carrier for acceptance of such shipments and when the following conditions are met:

a) The brand or other identification mark, name or number must be legibly printed or marked on each package.

b) The Bill of Lading and Shipping Order for each shipment must show in the “Description of Articles” column the identification brand, mark, name or number corresponding in the brands, names or marks on the package. Each different brand, mark, name or number must be entered on a separate line in the Bill of Lading and Shipping Order.

c) The name of the shipper or the shipper’s brand name must be plainly marked on all packages.

d) Mixtures of different commodities or different sizes, shapes, grades or brands of the same commodity, or mixture of different sizes of inner containers, may not be in one package. Packages of one brand or other identification marks, name or number shall be identical in every respect.

e) Where separate packages of different sizes, shapes or quantities of the same brand of goods or of different size inner containers are included in one shipment, the packages of each type of the same brand must be separately entered and described in the Bill of Lading.

f) This item shall be inapplicable when a carrier’s normal operating method will not permit safe handling and delivery of shipments not marked with the name and address of the consignee.

g) Shipments found in possession of the carrier not marked in accordance with this item or with SEC. 1 of NMFC Item 580 will be charged on the basis of 120 percent of the charge applicable when such shipments are properly marked. Such charge to apply only to the improperly marked portion of the shipment.

OR

Carrier may return all or any part of the shipment to consignor.

h) This item shall have no application to:

For explanation of abbreviations, reference marks and symbols, see Item 500000.
(1) COD, order notify, or export shipments.
(2) Shipments for joint hauls.

ITEM 580-01
MARKING OR TAGGING FREIGHT – Labeling Charges
(Exception to NMFC Item 580)

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

201 cents per package or piece of freight, on which the marking is changed or altered, subject to a minimum charge of $19.90 per shipment.

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

NOT APPLICABLE on shipment reconsigned or diverted. On such shipments apply provisions of Item 820.

ITEM 600
MAXIMUM CHARGE

1. The provisions of this item apply only when the weight of the shipment equals or exceeds the applicable TL minimum weight.
2. When, after the application of any discounts that might apply, a lower charge on a TL shipment can be produced by applying thereto the LTL rates that would apply in the absence of the rates normally applicable on TL shipments, such lower LTL charge shall apply.
3. The provisions of this item shall NOT apply:
   a) When a single shipment is loaded to the full capacity of single vehicle or exceeds the capacity of a single vehicle as described in the Item 390 Series (CAPACITY LOADS) or where a single shipment occupies over 30 feet in length of trailer floor space.
   b) When truckload rate applications are required for accessorial or special service described in the Item 470 Series (CONTROL AND EXCLUSIVE USE OF VEHICLES) and Item 900 Series (STOPOFFS).
4. Accessorial or special charges, including detention charges, applicable to shipments rated under Paragraph (2) shall be those applicable for LTL shipments.
5. In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.

ITEM 640
MIXED SHIPMENTS - LTL
(Exception to NMFC Item 640)

On a mixed less-than-truckload shipment or any quantity shipment consisting of two or more commodities subject to different rates, the charge for each commodity shall be at the respective less-than-truckload rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated of for explanation of abbreviations, reference marks and symbols, see Item 500000.
such commodities.

ITEM 644

MIXED SHIPMENTS

If a commodity rate, published in one item in schedules subject hereto, applies on two or more commodities, such rate will apply to either straight or mixed shipments of such commodities, unless otherwise provided.

ITEM 645

MIXED SHIPMENTS - TL
(Except to NMFC Item 645)

Unless otherwise provided, when a number of articles for which the same or different classes or rates are provided when in straight truckload quantities, are shipped at one time by one consignor from one point of origin to one consignee at one destination, on one Bill of Lading, as a mixed truckload shipment, the following will apply:

SEC. 1: The articles will be charged at the actual or authorized estimated weight and at the straight truckload class or commodity rate (not “Specific Mixture”, “All Freight”, “Freight, All Kinds” or “All Commodity” or similarly designated rate or class), applicable to each article except as provided in NMFC Items 310 and 640. The truckload minimum weight will be the highest provided for any article in the mixed truckload shipment, and any deficit in the truckload minimum weight will be charged for at lowest truckload rate applicable on any article in the mixed truckload shipment (Note A).

SEC. 2: Subject to the provisions of SEC. 1, when the aggregate charge on the shipment is made lower by considering the articles as if they were divided into two or more separate truckload shipments, the shipment will be charged for accordingly.

SEC. 3: Subject to the provisions of SEC. 1, when the aggregate charge on the entire shipment is less on the basis of truckload rate and truckload minimum weight (or actual or authorized estimated weight if in excess of the truckload minimum weight) for one or more of the articles and on basis of the less-than-truckload rate or rates (Note B) on the actual or authorized estimated weight of the other article or articles the shipment will be charged for accordingly. On the articles included in truckload shipment on which less-than-truckload rates are applied truckload package requirements will apply not subject to increased charges provided in NMFC Item 687. Charges on articles in packages shall not be higher than on the same articles loose.

SEC. 4: If a lower charge results under the application of SEC. 1 of this item than under the provisions for a specific truckload mixture, such lower charge will apply.

SEC. 5: Where different truckload rates and minimum weight are provided on the same article included in a mixed truckload shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

SEC. 6: The provisions of this item will not apply to articles, the transportation of which at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
SEC. 7: This item will not apply on:
  a) Articles on which truckload ratings or rates are NOT APPLICABLE except for the purpose of making up deficit in the required truckload minimum weight as provided in SEC. 1 of this item.
  b) Building Woodwork (house trim); Cement, hydraulic, masonry, mortar, natural or portland; Lime, common, including magnesium lime, hydrated, quick or slaked; Livestock.
  c) On shipments containing Class A and B Explosives. Apply provisions of NMFC Item 645.

SEC. 8: Articles having release values appearing in the NMFC 100 or NPME 100 series will move subject to the lowest released value provided therein regardless of the increase or decrease in rate provided in this item.

NOTE A: Articles subject to any quantity rates may be included in the mixed truckload shipment for the purpose of making up any deficit in the minimum weight but the applicable any quantity rate shall be applied on such articles.

NOTE B: Where a less-than-truckload rate is dependent upon the weight of the shipment, apply the less-than-truckload rate that would be applicable on a less-than-truckload shipment equaling the total weight of the mixed truckload shipment.

EXAMPLE: When the less-than-truckload rate would be applicable under this item on any part of the shipment and the total weight of the mixed truckload shipment is 20,000 pounds, the rate applicable on less-than-truckload shipments weighing 10,000 pounds or more would apply.

ITEM 647

NOTIFICATION PRIOR TO DELIVERY
(Applicable only on LTL shipments)

When a Bill of Lading or any Shipping Order is tendered bearing any notation requesting the carrier to notify the consignee prior to delivery by any means whatsoever, the charges listed below shall apply. (Notes A and B)

NOT APPLICABLE on shipments subject to truckload rates. If a shipment is moving on a rate subject to a stated minimum weight of 10,000 pounds or more and such rate is not designated as a truckload rate, it will be considered a truckload rate for the purpose of applying this item.

NOTE A: When notification prior to delivery is requested on the original Bill of Lading the charge for notification will be charged to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

NOTE B: Apply the following in addition to all other provisions. If there is no request for notification on the Bill of Lading but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed and billed to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

Charges: $26.50 per shipment.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 680

PACKING OR PACKAGING
(Exception to NMFC Item 680)

Except where the exception rating description is specifically restricted to particular packing requirements, Subs or other qualifications, exception rating referring to NMFC Items apply on the articles named in the exception rating Item subject to the complete packing requirements and other qualifications applicable under the NMFC Item referred to, including:

1) Any generic heading, caption and notes applicable thereto, that govern such NMFC item.
2) The application of all Subs immediately following such NMFC Item.
3) All notes applicable to such NMFC Item and Sub.
4) All packaging permitted (specifically or by alternate container rules) under such NMFC Item and Sub.

ITEM 681

PACKING OR PACKAGING
Determination of Charges for Articles not Complying with Packaging Requirements
(Exception to NMFC Item 687)

In the application of SEC. 3, NMFC Item 687, where the rating published herein for the same articles in any shipping form or container is higher than the highest rating in NMFC, such higher rating shall be used as the base rating to which the increase authorized in SEC. 3, NMFC Item 687, shall be added.

The transportation charge on articles which fail to comply with packing requirements and failure to comply is discovered after articles have been accepted for transportation, must be determined as follows:

When LTL classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL class or rating provided for such articles in the same shipping form (Note A).

NOTE A: Applies only on articles packaged in fiber boxes which also serve as display stands or racks and then only when the article or articles and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.

ITEM 684

PALLET RETURN – Return of Containers, Pallets, Platforms, Racks, Reels or Skids
(Other than marine type or intermodal containers designed for highway use on wheels)

Except as otherwise specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids.

ITEM 686

PALLETs NOT FURNISHED

Rates in schedules governed hereby will not include the furnishing of pallets by carrier.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 720

PAYMENT OF CHARGES – Maximum Credit Period

1) No shipment will be accepted when the line-haul transportation charge based on a through local or joint-line rate is partially prepaid or partially collect.
2) Allowances or discounts shall apply only when charges are paid within the maximum credit period of 30 calendar days.
3) When a check is issued for payment of a carrier’s freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of $30.00 will apply.

ITEM 720-10

PAYMENT OF CHARGES – Delinquent
(Principles and practices for the Investigation and disposition of failure to make payment of freight charges)

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.

2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

ACCORD AND SATISFACTION. No payment of a lesser amount than is then due and payable shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement or statement accompanying any check or other form of remittance by the party responsible for payment be deemed an accord and satisfaction without Carrier’s express written consent, and Carrier or Carrier’s agent may accept such checks or other forms of remittance without prejudice to Carrier’s right to recover the balance of such invoice amounts or to pursue any other remedy provided by law or equity.

CONSENT TO JURISDICTION AND VENUE - The parties agree that any lawsuit, claim, or action arising from unpaid freight charges may be filed and litigated in the state courts of Lebanon County, Pennsylvania or the U.S. District Court for the Middle District of Pennsylvania, and that if such a lawsuit, claim, or action is filed in said courts, the parties agree and irrevocably consent to the exercise of in personam jurisdiction by said courts over them and agree and irrevocably consent that venue and forum is proper in said courts. Furthermore, if a lawsuit, claim, or action arising from unpaid freight charges is filed in the state courts of Lebanon County, Pennsylvania or the U.S. District Court for the Middle District of Pennsylvania, the parties hereby irrevocably waive any and all defenses, claims, or objections which the parties may now or hereafter have based on lack of personal jurisdiction, improper venue or forum, the doctrine of forum non conveniens or any similar basis, or any other defense, claim, or objection in any way related to the jurisdiction, venue, or forum of said courts, and furthermore, hereby irrevocably waive the right to make any claim to transfer the venue or forum of any such lawsuit, claim, or action filed in said courts. The parties further agree that any action to enforce a judgment may be instituted in any state or federal court in the United States or its territories.

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.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 725
PAYMENT OF CHARGES
REGULATIONS GOVERNING THE PAYMENT OF CHARGES ON INTERNATIONAL FREIGHT SHIPMENTS

All rates and charges provided herein are stated in money of the United States, 49 USC 10762 (a)(2), 49 CFR 1312.14(a). When charges are paid in equivalent Canadian currency, the rate of exchange that determines the amount of the equivalent payment shall be as follows:

1) The rate of exchange quoted for New York funds by the Bank of Montreal at noon in Montreal, on the last of each month will govern from the first to the fourteenth (inclusive) of the following month; similarly, such quotation at noon on the fourteenth will govern from the fifteenth to the last day (inclusive) of such month. Should the governing date fall on a Saturday, Sunday, or Canadian or United States legal holiday, the quotation at noon of the preceding day will govern.

2) Where the fluctuation in the rate of exchange during the periods outlined above is two or more percent, that new rate of exchange will apply.

3) The governing date for the application of the rate of exchange will be:

<table>
<thead>
<tr>
<th>ALL TRAFFIC</th>
<th>DATE TO BE USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>On shipments from Canada to the United States</td>
<td>Date of Bill of Lading</td>
</tr>
<tr>
<td>On shipments from the United States to Canada</td>
<td>Date of Notice of Arrival</td>
</tr>
</tbody>
</table>

ITEM 740
PERMITS

Any shipment which, due to size (height, width or length), shape or weight or due to its dangerous characteristics, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:

a) The purchase cost of such permits and all other expenses necessary to secure such permits and all Bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier and collected as follows:

1) All such expenses or charges, plus the following service charge shall be collected from the shipper or party requesting movement of the shipment:

<table>
<thead>
<tr>
<th>CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service charge per vehicle per state, city and/or municipality in which permit is procured.</td>
</tr>
</tbody>
</table>

2) Except for the service charges in Paragraph (a)(1), and the flagmen charges in Paragraphs (b)(1) and (b)(2), evidence of payment of all other charges provided for above, will be furnished, upon request, to shipper or party requesting movement of the shipment.

3) When a shipment requires more than one vehicle, charges provided herein do not apply to vehicles which do not contain articles or commodities requiring such permits.

b) When a shipment requires a flagman or flagmen to accompany the vehicles, the rates in Paragraph (b) (1) and (b) (2) below will be charged to the shipper or party requesting movement of the freight:

For explanation of abbreviations, reference marks and symbols, see Item 500000.
(1) For each flagman accompanying the vehicle in or on which the shipment is being transported, the following charge per hour (See Note A) will be made $45.37

(2) For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, the following charge per hour (See Note B) for each vehicle with flagman will be made $54.62

NOTE A: Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

NOTE B: Time will be computed from time vehicle with flagman leaves carrier’s terminal nearest point of origin until return to such terminal, but not to exceed 16 hours in any one day. The return to the origin terminal will be by the shortest route.

ITEM 750

PICK UP OR DELIVERY SERVICE

Except as otherwise provided, rates governed by this schedule include one pick up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for IMPRACTICABLE OPERATIONS) during business hours (See Item 754 for PICK UP OR DELIVERY SERVICE on Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

1) PLACEMENT OF VEHICLE FOR LOADING:
   At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

2) PLACEMENT OF VEHICLE FOR UNLOADING:
   The delivery of a shipment by the carrier to the place of delivery specified on Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.

3) LOADING BY CARRIER (Note B):
   (1) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for a carrier to place its vehicle for loading (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).

   (2) Carrier will furnish only one man per vehicle for loading, be he the driver, helper, or any other carrier employee, except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.

4) UNLOADING BY CARRIER (Note B):
   (1) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).

   (2) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.

5) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER (Note B):
   (1) Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspection, sorting or segregating freight, except as provided in Paragraphs (a), (b) and (c) below:

a) When a shipment is tendered to the carrier in lots according to size, brand, flavor or other characteristics and is so identified on the Bill of Lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such segregated lots on the platform dock, conveyor, pallet, dolly,

For explanation of abbreviations, reference marks and symbols, see Item 500000.
buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to applicable detention charges.

b) When the conditions of Paragraph (a) are not met, a charge of .90 cents per piece, package or other unit in the shipment, minimum $50.00 per shipment per vehicle used, will be assessed for segregation by marks, brands, sizes, flavors or other distinguishing characteristics, except as provided in Paragraph c) such charges will be assessed against the party responsible for freight charges when the service is required for delivery unless specifically authorized by another party to the shipment.

c) No segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier’s employee, or when detention charges accrue and are paid by the same shipment at the same location.

(2) Loading or unloading service does not include furnishing by the carrier rigging or special loading or unloading equipment such as platform vehicle (other than two (2) wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense and shall also assume responsibility for safe loading or unloading, except carrier’s employee may use hand trucks or four (4) wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor of the consignee.

(3) When a shipment is tendered for delivery during carrier’s normal business hours (that period from 8:00 A.M. to 5:00 P.M. on Monday through Friday except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, provisions and charges published in Item 830 (REDELIVERY) will apply in addition to all other lawfully applicable charges.

(4) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

6) LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE (Note B):
   The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of shipment on or from the carrier’s vehicle.

7) WAIVER OF DELIVERY RECEIPT:
   When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites or other places where no representatives of the consignee is present or available to receipt for the shipment will be delivered and unloaded by the carrier and left unattended at the place designated. Liability for subsequent loss or damage will be the responsibility of the consignee.

8) STOPOFFS:
   See Item 900 of this schedule for provisions permitting additional stops under conditions described therein at points (including different stops within the premises of consignor or consignee) for completion of loading for partial unloading of truckload shipments.

9) HEAVY OR BULKY FREIGHT—LOADING OR UNLOADING (Notes B and C):
   When freight (per package or piece) in a single container or secured to pallets, platforms or lift

For explanation of abbreviations, reference marks and symbols, see Item 500000.
truck skids or in any other authorized form of shipment:

(a) WEIGHS 110 LBS. OR LESS, the carrier will perform the loading and/or unloading.

(b) WEIGHS MORE THAN 110 LBS. BUT LESS THAN 500 LBS.:

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

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

(c) WEIGHS 500 LBS. OR MORE, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEED 4 FEET IN EACH IT’S GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or the consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2.

NOTE A:

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

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

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

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

NOTE B:

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

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

NOTE C: The provisions of NMF 100 Series, Item 568 (HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING) will not apply.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 750-01

GARMENT AREA

This item applies only from or to the Garment Area of New York, NY.

a) On traffic moving from or to the Garment Area (Borough of Manhattan), charges in Paragraph (b) apply only from or to the following portion of the Borough of Manhattan:

<table>
<thead>
<tr>
<th>AVENUES</th>
<th>RANGE OF NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avenue of the Americas</td>
<td>900 thru 1060</td>
</tr>
<tr>
<td>Broadway</td>
<td>1302 thru 1450</td>
</tr>
<tr>
<td>Fifth Avenue</td>
<td>358 thru 485</td>
</tr>
<tr>
<td>Sixth Avenue</td>
<td>900 thru 1060</td>
</tr>
<tr>
<td>Seventh Avenue</td>
<td>450 thru 587</td>
</tr>
<tr>
<td>Eighth Avenue</td>
<td>494 thru 590</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREETS</th>
<th>RANGE OF NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>35th Street</td>
<td>1 East thru 16 East; 1 West thru 370 West</td>
</tr>
<tr>
<td>36th Street</td>
<td>1 East thru 16 East; 1 West thru 370 West</td>
</tr>
<tr>
<td>37th Street</td>
<td>1 East thru 16 East; 1 West thru 357 West</td>
</tr>
<tr>
<td>38th Street</td>
<td>1 East thru 16 East; 1 West thru 348 West</td>
</tr>
<tr>
<td>39th Street</td>
<td>1 East thru 16 East; 1 West thru 353 West</td>
</tr>
<tr>
<td>40th Street</td>
<td>1 East thru 21 East; 1 West thru 358 West</td>
</tr>
<tr>
<td>41st Street</td>
<td>1 East thru 22 East; 1 West thru 351 West</td>
</tr>
</tbody>
</table>

b) The following charges will be assessed in addition to all other lawfully applicable rates and charges.

| (1) On shipments subject to LTL rates   | $4.22 cwt | $24.62 |
| (2) On shipments subject to TL rates, charge for actual weight | $1.69 cwt | -- |

ITEM 751

AFTER HOURS PICK UP OR DELIVERY SERVICE

1) Except as provided in Paragraph (2), when a consignor or consignee requires or requests pick up or delivery of freight on Monday to Friday, except holidays, after 6:00 P.M. and before 7:00 A.M. the following charges shall be made. These charges are in addition to any other applicable line haul freight charges.

2) Where multiple shipments are received at one time and place from one consignor or where multiple shipments are delivered to one consignee at one time and place, the pick up or delivery charges will apply to each vehicle instead of to each shipment. In such cases the charges must be paid by the consignor or consignee, as the case may be, requiring and requesting the service.

| Charges per man, per hour or fraction thereof | $80.00 |
| Minimum charge per man per day               | $460.00 |

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 753

PRIVATE RESIDENCE PICK UP OR DELIVERY SERVICE

1. Shipments picked up at or delivered to private residences or camps (other than military) will be assessed the following charges via carriers as shown:
   Charges: $9.00 per 100 pounds, subject to a minimum charge of $75.00 and maximum charge of $630.00.

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

3. The charges provided in this item apply separately for pick up and separately for delivery and will be in addition to all other lawful charges.

4. The charges also include service across a single threshold at the private residence location provided only 1 driver is needed. If due to weight or the size of the freight two employees are needed, the additional labor charge in Item 560 will apply in addition to the private residence.

5. The term “private residence” shall apply to the entire premises on which a dwelling for living is located.

6. Shipments requiring private residence pickup or delivery service with a shipment weight of 100 pounds or more shall be subject to provisions of item 520-10 (Hydraulic Liftgate). This charge shall be in addition to all other applicable charges.

7. Notification will be provided that pickup or delivery will be attempted if private residence service is indicated on BOL. If service is not indicated on BOL notification or prior authorization will be attempted, but will not be required to complete pickup or delivery and any applicable charges shall apply.

ITEM 754

SATURDAY, SUNDAY OR HOLIDAY PICK UP OR DELIVERY SERVICE

When consignor or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays or Holidays, such service will be performed subject to the following provisions:
1. The following charges will be assessed in addition to all other lawfully applicable rates and charges:

   | Charges per man, per hour or fraction thereof | $80.00 |
   | Minimum charge per man per day               | $460.00 |

2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee.

3. The carrier is not obligated to furnish pick up or delivery service on Saturdays, Sundays or Holidays. If a delivery date is specified on the Bill of Lading and Shipping Order and it is a Saturday, Sunday or Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

4. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pick up or delivery will be made.

ITEM 763

PRECEDENCE OF RATES

SEC. 1. Commodity Rates vs. Class Rates:
   1) A truckload commodity rate removes the application of a truckload class rate.
   2) A less than truckload commodity rate removes the application of a less than truckload class

For explanation of abbreviations, reference marks and symbols, see Item 500000.
rate of the same quantity; or,
3) An any quantity commodity rate removes the application of a less than truckload and truckload class rate, on the same articles from and to the same points over the same route of the same carrier or carriers, except when and insofar as alternative use of class and commodity rates is specifically provided in the schedule containing such commodity rate.

SEC. 2 Exceptions vs. Classification Classes:
(1) A truckload exception class removes the application of a classification any quantity class when the minimum weight requirement of the exception class is met or charged for; or,
(2) A less than truckload exception class removes the application of a classification any quantity class on the same quantity; or,

SEC. 3 Discounts
Except as otherwise provided, when a shipment is subject to conflicting discount provisions and fuel surcharge (FSC), the precedence of rates, discounts, allowances and fuel surcharge will be determined as follows:
A. On freight prepaid shipments, the Shipper's pricing program will apply.
B. On freight collect shipments, the Consignee’s pricing program will apply. If a shipment is eligible for discounts and the Consignee has no applicable pricing program, NPME will apply a courtesy discount of 50% off of the current 572 S-7 and 573 series rates to the shipment.
C. Shipments for Third Party payment of freight charges will be subject to the pricing program applicable for the Third Party payer of the freight charges and will apply in precedence to any otherwise applicable pricing program.

Any quantity exception classes remove the application of a classification any quantity class, on the same articles from and to points over the same route of the same carrier or carriers.

ITEM 770
PREPAYMENT OR GUARANTEE OF CHARGES

Unless otherwise provided herein or in schedules subject hereto, shipments will be accepted subject to the following provisions:

SEC. 1. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.

SEC. 2. A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid for by the consignee.

SEC. 3. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the credit regulations of the Department of Transportation or state regulatory commission. Such a shipment will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If the carrier inadvertently accepts a shipment where SECTION 7 is executed the consignor will be responsible for freight charges if the third party fails to remit payment within the allowed credit regulations.

SEC. 4. If, in the judgement of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

SEC. 5. If a shipment is required by SECTION 4 hereof or by any provision of the NMFC to be prepaid, it For explanation of abbreviations, reference marks and symbols, see Item 500000.
will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the consignor executes SECTION 7 of the Bill of Lading.

SEC. 6. No shipment for which a through rate is published will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges, based on the applicable through rate, will be assessed against the consignor.

SEC. 7. All freight charges on shipments destined to steamship piers must be prepaid, except, shipments destined to steamship piers may be handled “Freight Charges Collect” when the Bills of Lading and Shipping Orders show in the body thereof, the name and address of the broker, agent or party from whom the charges are to be collected, provided such broker, agent or party is located in the United States.

ITEM 771

PREPAYMENT
(Exception to Item 770)

APPLICABLE ONLY on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico, or from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ.

a) All freight charges on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico must be prepaid, except as provided in Paragraph (b).

b) Shipments to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico may be handled “Freight Charges Collect” when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected; providing such broker, agent or party is located in the United States.

c) All freight charges on shipments from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby, must move collect, except as provided in Paragraph (d).

d) Shipments received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby may be handled “Prepaid” when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected, providing such broker, agent or party is located in the United States.

ITEM 772

PREPAYMENT
(Exception to Item 770)

Shipments destined to Steamship Piers and Export Shipments via International Air Carriers.

a) All freight charges on shipments destined to steamship piers and export shipments via

For explanation of abbreviations, reference marks and symbols, see Item 500000.
For explanation of abbreviations, reference marks and symbols, see Item 500000.
B. Shipments subject to Commodity rates, flat charges, pallet rates, spot quotes, volume quotes or pricing that is other than class less discount, carrier liability shall not exceed $1.00 per pound unless such commodity is released to value lower than $1.00 per pound in the NMFC 100 series or NPME 100 series and subject to maximum of $10,000 per shipment.

C. Articles tendered that are at least 8 feet will be subject to a maximum liability of $5.00 per pound.

D. Liability shall not exceed the lesser of the cost to repair or replace the goods in question, the per pound per package liability stated herein, or a maximum of $100,000 per shipment.

Note 1 - The term package or “pkg” as used in this item, means any primary shipping package authorized by the provisions of individual schedules or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carrier's liability will be determined by separately multiplying the weight of each individual injured article lost or damaged multiplied by the value in "Max. Liability per pound per pkg" column in the chart referenced above in paragraph 3 and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Section 3: Property of Extraordinary Value or Restricted Articles:

i) The following property will not be accepted for shipment nor as premiums accompanying other articles. If the commodities, as described in the list below are inadvertently accepted they shall be subject to a maximum value of $1.00 per pound in the event of loss, damage or delay to any shipment.

ii) The following will not be subject to nor qualify for the terms and conditions of Excess Liability

<table>
<thead>
<tr>
<th>Class Or Exception Class</th>
<th>Max. Liability per pound</th>
<th>Class Or Exception Class</th>
<th>Max. Liability per pound</th>
<th>Class Or Exception Class</th>
<th>Max. Liability per pound</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>per pkg</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>$2.00</td>
<td>85</td>
<td>$5.00</td>
<td>175</td>
<td>$7.00</td>
</tr>
<tr>
<td>55</td>
<td>$2.50</td>
<td>92.5</td>
<td>$5.00</td>
<td>200</td>
<td>$7.00</td>
</tr>
<tr>
<td>60</td>
<td>$3.00</td>
<td>100</td>
<td>$5.00</td>
<td>250</td>
<td>$10.00</td>
</tr>
<tr>
<td>65</td>
<td>$4.00</td>
<td>110</td>
<td>$7.00</td>
<td>300</td>
<td>$10.00</td>
</tr>
<tr>
<td>70</td>
<td>$5.00</td>
<td>125</td>
<td>$7.00</td>
<td>400</td>
<td>$10.00</td>
</tr>
<tr>
<td>77.5</td>
<td>$5.00</td>
<td>150</td>
<td>$7.00</td>
<td>500</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

Bank bills
Currency, other than coin (Note 1)
Deeds
Postage stamps
Jewelry, other than costume or novelty jewelry
Letters, with or without stamps affixed (Note 2)
Museum exhibits or articles of antiquity (Note 4)
Carbon Black or Activated Carbon
Cigarettes

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

For explanation of abbreviations, reference marks and symbols, see Item 500000.
Note 2 - United States Mail will be accepted when the consignor and consignee are United States Post Offices.

Note 3 - Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

Note 4 - Except antique furniture subject to NMF Items 100240 and 100260 or numismatic exhibits subject to NMF 100, Item 63830.

Note 5 - Except pictures or paintings subject to NMF 100, Items 100240, 100260 and 149420.

Section 4: Excess or Additional Liability

New Penn will assess a charge of $4.00 dollar per each $100 dollars of excess liability coverage requested, subject to a minimum charge per shipment of $53.00. Excess liability of will be limited to a maximum of $100,000 per shipment. Such charges are in addition to the lawful freight charges otherwise accruing to the shipment. Charges for excess liability are to be paid by the party responsible for payment of the freight charges.

1. If shipper wishes to increase New Penn’s liability from the maximum stated in Section 2-D of this item, the shipper must specifically request excess liability coverage on the face of the bill of lading as follows, merely declaring a destination value will not qualify for additional liability coverage:
   a. "................ excess liability is required
   b. EXAMPLE: Customer requesting $10,000 additional excess coverage would enter on the bill of lading as follows: "$10,000 excess liability coverage is required"

2. Articles tendered with a destination value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMF 100 Classification or reissues thereof and NPME 100 schedule will not qualify for excess liability coverage.

Section 5: Exception Commodities

For released value commodities as listed in the NMF 100 series, the consignor is required to declare a value of the goods on the bill of lading within the limits stated in the NMF 100 series. Unless provided otherwise, if the released value is not declared on the bill of lading the lowest released value that is stated will apply. If pricing is based on an FAK or single lines of rates the lowest released value will automatically apply regardless of any notation on the bill of lading subject to notes A & B below.

Note A: NMF 100 commodities listed as “exempt” are not eligible for excess liability coverage and move subject to released values not exceeding $.50 per pound. See item 1010 NPME 100 series.

Note B: NMF 100 commodities listed, as “not taken” shall not be accepted. If an item listed as “not taken” is inadvertently accepted the shipment is not eligible for excess liability coverage and shall move subject to released values not exceeding $.50 per pound. See item 1010 NPME 100 series.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
Section 6: Precedence of Liability Documentation

Effective 1/1/14 any New Penn Motor Express Sales Literature, Bill of Lading, Pick-up Label, Individual Tariff Page or any other New Penn Motor Express documents that make reference to a Maximum Liability of $25.00 per pound shall now be subject to a Maximum Liability of $10.00 per pound and the provisions shown above in item 780 of this tariff shall take precedence over any previous provisions.

Effective 2/19/18 any New Penn Motor Express Sales Literature, Bill of Lading, Pick-up Label, Individual Tariff Page or any other New Penn Motor Express documents that make reference to a Maximum Liability of $10.00 per pound shall now be subject to a Maximum Liability provisions shown above in Section 2 and item 780 of this tariff shall take precedence over any previous provisions.

ITEM 782
ALCOHOLIC BEVERAGES

The acceptance of alcoholic beverages of any sort including, but not limited to beer, wine, liquor, fermented beverages shall only be accepted in accordance with state laws and NMFTA regulations. Additionally, all shipments must clearly include the following on the bill of lading: shipper and consignee names and addresses, NMFC item number, description of packaging and contents including quantities. Carrier reserves the right to refuse any shipment not determined to meet guidelines of item 782. For additional clarification regarding state laws or allowable origin/destination combinations, please refer to www.newpenn.com.

ITEM 784
PROOF OF DELIVERY

When carrier is requested by consignee, consignor or any interested party to furnish proof of delivery on a shipment which was delivered, the charge for such service shall be $1.90 for each proof of delivery furnished.

ITEM 810
PROTECTIVE SERVICE

1. Protection of shipments against freezing (32 degrees Fahrenheit or zero degrees Celsius) will not be furnished unless specific arrangements are made in advance of tender and request is endorsed on the Bill of Lading and Shipping Order by the consignor. Temperature endorsements will be considered as being Fahrenheit unless otherwise specified by the shipper as being in Celsius (centigrade).

2. Carriers will accept shipments requiring protection against freezing (32 degrees Fahrenheit or zero degrees Celsius) subject to the availability of proper equipment and facilities.

3. When a shipper indicates on the Bill of Lading "protection from freezing is required" the carrier will only be liable to protect against a freezing mark of 32 degrees Fahrenheit or zero degrees Celsius.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
(centigrade).

4. If a shipper requests on the Bill of Lading a protective service other than a “protect from freezing” with a freezing point of 32 degrees Fahrenheit or lower, the shipment will not be accepted. If shipment is inadvertently accepted, New Penn will protect from freezing at 32 degrees Fahrenheit and will not be responsible for damage to the product, if damage occurred at a temperature higher than 32 degrees Fahrenheit.

5. Carrier will have no liability for shipments, which may be damaged due to freezing, that are not deliverable upon arrival at destination terminal. Or for which delivery is refused by Consignee.

6. The charge for protection from freezing as outlined in this item shall be $1.60 per CWT subject to a $35.00 minimum and a $125.00 maximum per shipment, and shall only apply from November 1st through April 30th.

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For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 820

RECONSIGNMENT OR DIVERSION

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

SEC. 1 DEFINITION OF RECONSIGNMENT OR DIVERSION:
For the purpose of this item the terms “reconsignment” and “diversion” are considered to be synonymous and the use of either will be considered to mean:
A change in the name of the consignor or consignee or a change in the place of delivery within original destination point or a change in the destination point or relinquishment of shipment at point of origin (Note C) or instructions received by the originating carrier prior to receipt of shipment (Note D)

SEC. 2 CONDITIONS:
a) Requests for reconsignment must be made in writing or confirmed in writing. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to re-ship, return or reconsign a shipment.
b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
d) Only entire shipments, not portions of shipments, may be reconsigned.
e) An order for reconsignment of a shipment moving under Uniform Order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation endorsed or exchanged.
f) Instructions for reconsignment of COD shipments will be accepted only from the consignor.
g) Marking or Tagging (Note E).

SEC. 3 CHARGES:
Reconsignment as defined in SECTION 1 will be subject to the following:

Charges per shipment
If reconsignment results in a change (note F):

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>In the name of the consignor or consignee with no change in place of delivery, prior to tender of delivery.</td>
<td>$34.70</td>
</tr>
<tr>
<td>In the name of the consignor or consignee with no change in place of delivery, after tender of delivery.</td>
<td>$34.70</td>
</tr>
<tr>
<td>In the place of delivery within the original destination point (notes A and I), prior to tender of delivery.</td>
<td>$34.70</td>
</tr>
<tr>
<td>In the place of delivery within the original destination point (notes A and I), after tender of delivery.</td>
<td>See note J</td>
</tr>
<tr>
<td>In the destination point (note B), prior to tender of delivery.</td>
<td>See note J</td>
</tr>
<tr>
<td>In the destination point (note B), after tender of delivery.</td>
<td>See note J</td>
</tr>
</tbody>
</table>

NOTE A: Included points and places within the Terminal Areas (Item 115) which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line-haul rate as the original billed destination points.

NOTE B: Includes points and places other than those defined in Note A.

NOTE C: Where a request is made by shipper, before a shipment left carrier’s terminal at point of origin
For explanation of abbreviations, reference marks and symbols, see Item 500000.
(including points and places within the Terminal Area (Item 8)) for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin, or relinquish possession thereof to shipper or to another carrier at carrier’s terminal such service if performed, will be subject to the published rate from original place of shipment to point in which carrier’s terminal is located, subject to a maximum charge of $602.26 per shipment or $602.26 per vehicle if more than one vehicle is used to transport the shipment.

NOTE D: Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipments will be subject to a charge of $34.70 per shipment.

NOTE E: Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC Item 580, or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier at a charge of $2.08 for each package or piece of freight so marked or tagged.

NOTE F: The provisions governing reconsignment “prior to tender of delivery” will only apply when carrier receives the request for reconsignment:
(a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
(b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).
Thereafter, the provisions governing reconsignment “after tender of delivery” will apply.

NOTE G: If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier, the charge will be $34.70 per shipment in addition to the applicable rate from point of origin to the new destination.

NOTE H: When consignor or consignee or its agent elects to accept shipment at carrier’s terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point, plus a reconsignment charge of 320 cents per 100 pounds, subject to a minimum charge of $18.44 and a maximum charge of $365.96 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

NOTE I: All shipments for export not directly consigned at origin to an export pier, dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of SECTION 2 will not apply.

NOTE J: Subject to published rates to and from reconsignment points.

ITEM 830

REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, each additional tender will be subject to the following provisions, in addition to all other applicable charges:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>In cents per 100 pounds</td>
<td>950</td>
</tr>
<tr>
<td>Minimum charge</td>
<td>$52.00</td>
</tr>
<tr>
<td>Maximum charge</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

For explanation of abbreviations, reference marks and symbols, see Item 500000.
(1) All charges accruing under the provisions of this item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is redelivered.

(2) If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that carrier's representative advises consignee that the shipment(s) is (are) available for delivery, then the shipment(s) will be considered refused through no fault of the carrier.

(3) Shipments destined to private residences, limited access facilities, or any other entity that would be subject to additional delivery charges under the rules of NPME 100-C are not exempt from the provisions of this or any other item.

(4) When redelivery is required through no fault of the carrier, additional delivery attempts will commence automatically at least one day after the initial delivery attempt and will not require prior authorization or notification.

ITEM 848

USED OR RECONDITIONED ARTICLES

In lieu of the valuation indicated in the NMFC, valuation, rates and charges on USED or RECONDITIONED articles will be as follows:

1. When Consignor or Consignee declares no value or declares an actual or released value of 50 cents or less per package or fails to describe articles as used or reconditioned on the bill of lading:
   a. Apply 100 percent of the Customer’s otherwise applicable charges as published in tariffs subject to this item.
   b. Carrier’s maximum liability shall not exceed 50 cents per pound per package or $10,000 per incident, whichever is lower.

2. When Consignor or Consignee requests EXCESS LIABILITY COVERAGE for used or reconditioned articles exceeding 50 cents per pound per package and describes the articles as used or reconditioned on the original bill of lading:
   a. Apply 68 cents per pound per package, subject to a minimum charge of $112.00, in addition to 100 percent of the Customer’s otherwise applicable charges as published in tariffs subject to this item.
   b. Consignor or Consignee will indicate on the bill of lading (Carrier’s form) in the designated area under Note 1 that excess liability coverage of $5.00 per pound per package has been requested for used or reconditioned articles. If Consignor or consignee is using the Bill of Lading form where no designated area is provided, Consignor or Consignee shall indicate on the original bill of lading is the description of articles section: “Excess liability coverage requested in the amount of $5.00 per pound per package.”
   c. In no event shall Carrier’s maximum liability for used or reconditioned articles exceed the actual value or $5.00 per pound per package, whichever is less, with a maximum of $10,000 per incident.

3. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier’s maximum liability. Additional liability coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.

ITEM 848-10

RELEASED VALUE

1. If a released rate is available for the commodity shipped, and if the consignor fails to declare the released value on the Bill of Lading at the time of shipment, the shipment will not be accepted; but if For explanation of abbreviations, reference marks and symbols, see Item 500000.
shipment is inadvertently accepted, it will be conclusively presumed that the lowest released rate applies even though the commodity was listed under FAK and/or moved under a minimum freight rate.

2. Shipments subject to released values as named in NMFC 100 Series and NPME 100 Series moving under a reduced minimum or FAK (single factor rates) will be subject to the lowest valuation for that item as provided in the NMFC 100 Series and NPME 100 Series.

3. Where the governing Classification, ICC NMF 100 or re-issues thereof, provides actual or release value rating, such valuations shall be stated by the shipper at time of shipment. When the shipper or shipper’s agent fails to enter the actual value or declare the release value of the property on the shipping orders and bills of lading at time of shipment, shipments will be subject to the lowest actual or released value as shown in NMF 100 series and carrier’s liability shall not exceed the lowest actual or released value. Corrected bills of lading will not be accepted which add or change the released or actual values. Actual value items as listed in NMF 100 series or re-issues thereof hence forth shall be considered to be released to that same value as stated on the bill of lading by the shipper or shipper’s agent and shall limit the carriers liability coverage to that same value.

ITEM 848-20

**RELEASED VALUE - TRADE SHOWS**

Carriers liability for damage and loss will not exceed the depreciated actual value of the articles, the release per pound if the product is a release value item appearing in the National Motor Freight Classification, or $10.00 per pound whichever is less. Carrier’s liability for delay is specifically limited to reimbursement of paid freight charges on claimed shipment.

NOTE A: Applicable only on commodities delivered to or picked up from Trade shows, Exhibitions, Display Houses, Convention Centers, Show sites, etc.

ITEM 848-30

**RELEASED VALUE – AIR FREIGHT**

Carrier’s liability for damage, loss or delay will not exceed the destination value of the articles, the release value per pound if the product is a release value item appearing in the National Motor Freight Classification, or $9.07 per pound, per article whichever is less.

Note: Applicable only on commodities having prior or subsequent transportation by air.

ITEM 880

**SEALING OF TRUCKS**

Except as to shipments accorded exclusive use of vehicles, as provided in Item 470 of this schedule all seals or locks applied to a vehicle may be removed at the option of the carrier.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 885

SINGLE SHIPMENT CHARGE

1. Except as otherwise specifically provided, Single Shipments of less than 500 pounds picked up at one time and site, will be subject to the charge below in addition to all other lawfully applicable charges in this and governing schedules. Carrier’s driver will write or stamp “Single Shipment” on all Bill of Lading copies when such shipments are tendered (See Item 190 - APPLICATION OF CHARGES of NPME 572 Series).

2. Provisions of this item do not apply when:
   (a) Accompanied by any other shipment of any description from the same consignor.
   (b) Freight tendered at Carrier’s Terminal.
   (c) Shipment is rated “as” 500 pounds or more.

Charges: $22.55 per shipment

ITEM 890

SPECIAL SERVICES

In the absence of specific provisions herein to the contrary, shipments transported under this schedule will be entitled to such allowances and privileges and subject to such charges, rules and regulations of originating carriers parties to this schedule, for property while in their possession and of any intermediate or delivery carriers, parties to this schedule, for property while in their possession, as are provided in schedules lawfully in effect and on file with the DOT terminal or transit privileges or service, including:

<table>
<thead>
<tr>
<th>Cartage</th>
<th>Collection and Delivery</th>
<th>Detention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loading</td>
<td>Storage</td>
<td>Transfer</td>
</tr>
<tr>
<td>Unloading</td>
<td>Weighing</td>
<td></td>
</tr>
</tbody>
</table>

ITEM 890-05

SIGNATURE SECURITY SERVICE (SSS)

Shipments requiring signature security service will not be accepted.

ITEM 890-12

QUOTATIONS OF ESTIMATED CHARGES

1. When carrier has furnished, either orally or in writing, an estimate of published charges, such estimate will be given on basis of effective published provisions as applies to those facts concerning shipments which are made known to carrier.

2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either on carrier or shipper.

3. All transportation charges on a shipment will be assessed on basis of published provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.

4. Any quotation provided containing charges that differ from those based on published provisions shall be valid for a time period not to exceed five (5) business days.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 900

STOPOFFS

SEC. 1 GENERAL APPLICATION:
Truckload shipments of freight may be stopped at point of origin or destination or at points directly intermediate between origin and destination, for completion of loading or for partial unloading under the conditions of SEC. 3 to SEC. 7 of this item. Arrangements for multiple pickup or multiple delivery must be made with the carrier before the shipment or any portion thereof is tendered for transportation.

SEC. 2 PAYMENT OF FREIGHT CHARGES:
All freight charges must be paid in full at one time by either the shipper or the consignee named in the Bill of Lading.

SEC. 3 SPLIT PICK UPS OR SPLIT DELIVERIES WITHIN CONTIGUOUS PLANT OR WAREHOUSES:
A single shipment may be stopped for partial loading or for partial unloading within contiguous plant or warehouse property subject to the following provisions:

When shipment to be picked up is not available for complete loading at the initial pick up stop or the shipment requires delivery at more than one site at final delivery stop, the vehicle will, at the consignor’s or consignee’s request be moved to not more than two additional loading or unloading sites within the contiguous plant property or premises, provided that any pick up or delivery site is not separated from the preceding pick up or delivery site by more than one public thoroughfare. Bill of Lading or Freight Bill must bear notation to the effect that split pick up and/or delivery service is requested. Charges are to be paid by the party requesting this service.

Charges per stop $78.50

SEC. 4 NUMBER OF STOPS ALLOWED:
Except as otherwise provided, only two stops, whether for completion of loading or partial unloading purposes, shall be permitted.

SEC. 5 STOPOFF CHARGES: CHARGE PER STOP
The charge for each stop, in addition to the rate provided for in Sec. 6 of this item, shall be:
$160.00

SEC. 6 LINE HAUL CHARGES:
a) Except as provided in Paragraph (b) of this section, the rate from the original place of shipment to the place of final delivery, will apply on the total weight of the shipment.
b) If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply on the total weight of the shipment before any portion is unloaded.

SEC. 7 EXCEPTIONS or NONAPPLICATION:
Unless otherwise specifically provided the provisions of this item are not applicable on shipments of:
(1) Freight moving on COD basis.
(2) Freight moving without recourse on the consignor or under instructions against its delivery without collection of freight and other lawful charges as provided in the carrier’s Bill of Lading.
(3) Steamship containers tendered to the carrier in wheeled trailers not owned by motor carrier.
(4) When consignor or consignee requires or requests an appointment or notification prior to delivery.
(5) Freight moving on a joint line basis.
(6) Where the through mileage via stop-off points exceeds the mileage from the initial origin to the final destination by 15%.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 910

STORAGE

Freight held in carrier’s possession (Note A) by reason of an act or an omission of the consignor, consignee or owner or for custom clearance or inspection and through no fault of the carrier will be considered stored immediately and carriers liability will revert to that of a warehouseman and will be subject to the following provisions:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M.; the day after the freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00 A.M. of the first day of business (Note A) after notice of arrival has been given as provided for in Item 345-01, except no charges under this item will be made when actual tender of delivery is made within 24 hours after notice of arrival has been given.

Charges:

$1.22 per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to a minimum charge of $10.00 per shipment per each 24 hours, but not less than $40.00 per shipment.

Maximum Charges:

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the first 24 hours or fraction thereof.</td>
<td>$104.99 Per shipment or per vehicle</td>
</tr>
<tr>
<td>For the second 24 hours or fraction thereof</td>
<td>$131.24 if more than one vehicle</td>
</tr>
<tr>
<td>For the third and each succeeding 24 hours is used to transport the or fraction thereof</td>
<td>$196.90 shipment.</td>
</tr>
</tbody>
</table>

3) Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.

4) Storage charges under this item will not apply on the day carrier places the freight in a public warehouse, when carrier does place the freight in a public warehouse, a charge will be assessed based on the published rates from carrier’s terminal to the warehouse.

NOTE A: The term first day of business as used in this item means Mondays thru Fridays, excluding Holidays.

ITEM 910-06

STORAGE

(APPLICABLE ONLY on import traffic, destined to points in the Province of Quebec, CDA)

Import traffic stored at any Custom Warehouse (port of Entry or Inland Sufferance Warehouse) undelivered and awaiting transportation, held in such warehouse or in carrier’s vehicle in the warehouse compound by reason of an act or an omission of the consignee or owner through no fault of the carrier, will be considered stored and subject to the following storage provisions:

1. Forty-eight (48) hours free time will be allowed on undelivered freight awaiting custom clearance which time will be computed from the first 5:00 P.M. after notice of arrival has been given. Storage charges will end at 7:00 A.M. of the day, on which
   a. action is taken by the consignor, consignee or owner which enables the carrier to deliver or transport the freight, or
   b. The carrier exercises its right to send the goods to a public warehouse.
   c. Subject to the provisions of Paragraphs (a) and (b) of this item, storage charges will be as follows, Sundays and Legal Holidays excluded (Note A).

2. CHARGES:

For explanation of abbreviations, reference marks and symbols, see Item 500000.
a. For each of the first five days, 66 cents per 100 pounds per day, minimum per day $6.51, minimum storage charge $10.11 per shipment.
b. For the sixth and each succeeding day, 91 cents per 100 pounds per day, minimum per day $12.90
c. These charges will be in addition to any other applicable charge.

3. Any fraction of a day will be counted as a day.
4. Freight loaded on a truck, for the detention of which a charge is being made, will not be considered as stored.
5. Nothing in this item will abridge the right of the carrier to handle and dispose of perishable freight as provided for in the Bill of Lading.
6. Carriers liability for goods stored under the provisions of this item will be that of a warehouseman only as provided in the Bill of Lading.

NOTE A: The term “Legal Holidays” as used in this item shall be construed as to mean - Federal Government Legal Holidays in Canada.

ITEM 957

TOLLS

Pick up or delivery service at the point located on a highway facility upon which a toll is placed for its use, and requiring payment of such toll by the carrier in order to render the service, shall be subject to an additional charge in the amount of such toll from the first points of entry nearest to the pick up or delivery site to the first available exit point beyond.

Billing for such charges shall be supported by official receipts or vouchers, in the amounts paid by the carrier, and will be advanced for collection from the party responsible for payment of the freight charge.

APPLICABLE ONLY at points in the United States.

ITEM 959

TRANSFER OF LADING

When consignor or consignee requests that shipments be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges shown below will apply. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service (Note A and B).

The charge for the weight of the lading transferred in cents per 100 pounds shall be. $2.11 cwt (Note A)

NOTE A: Subject to a minimum charge of $305.85 for each transfer on truckload shipments. Each vehicle required for original pick up and/or final delivery will be considered a separate transfer.

NOTE B: Charges are applicable only on shipments consisting of 11 or more pallets or 20 or more feet of trailer space.

ITEM 980

UNNAMED POINTS

In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the rate to apply shall be that which applies from or to the city, town or village closest to such point.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 985

VEHICLES FURNISHED BUT NOT USED

When carrier has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, the charge will be $202.91 (Note A and B) per vehicle per day and shall be assessed against the consignor making such request.

If dispatch occurs on Saturday, Sunday or Holiday provisions of item 754 will apply.

NOTE A: Accrual of these charges will terminate when carrier is notified that the vehicle will not be used.
NOTE B: There will be an additional charge of $20.28 per 15 minutes or fraction thereof for delay of each driver after 30 minutes of free-time.

ITEM 995

WEIGHTS – Gross Weights and Dunnage

SEC. 1. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

SEC. 2. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, shall be excluded from the gross weight.

SEC. 3. Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, when required to protect or make truckload shipments secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

a) When the carrier furnishes materials, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.

b) The labor charge for installation of shipper or carrier furnished material will be at the rate of $21.98 per hour or fraction thereof, for each man.

ITEM 997

TRUCKLOAD MINIMUM WEIGHT

(a) Except where otherwise specifically provided in commodity items, the terms “truckload”, “truckload shipments” and “truckload basis” shall mean any shipment moving at rates subject to truckload minimum weights, and the truckload minimum weight on articles subject to class rates, discounts expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, shall be:

a. 20,000 pounds on articles rated class 125 or lower.

b. 10,000 pounds on articles rated class 150 or higher.

(b) Except where otherwise specifically provided in commodity items, truckload commodity rates published in schedules governed by this schedule will be subject to a minimum weight of 20,000 pounds.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 1000

IMPORT/EXPORT SHIPMENTS

1. Any shipment subject to the terms and conditions of this schedule moving between JFK International Airport and points listed in the carriers service directory having prior or subsequent transportation via air or any shipment picked up or delivered as the case may be, directly adjacent (2 air miles) thereto which has no prior or subsequent air transportation shall be subject to the following Freight All Kinds classifications. Minimum charges for this section shall be calculated using the class 100 less than 500-pound rate per 100 pounds multiplied by 300 pounds. The sum is the applicable minimum charge.

2. Apply class 100 from the applicable negotiated rate level for commodities rated at class 100 and lower as described in NMFC 100 series.

3. Apply the actual NMFC classification from the negotiated rate level for commodities rated at class 110 and higher as described in NMFC 100 series.

Note: Provisions of this item are subject to liability limitations outlined in item 848-30 of this schedule.

ITEM 1010

“EXEMPT” COMMODITIES AND NMFC COMMODITIES LISTED AS “NOT TAKEN” OR “0” (Exception to the National Motor Freight Classification)

1. For shipments of commodities classified in the National Motor Freight Classification as “exempt” or “not taken”, the rating class will be determined based upon the density in pounds per cubic foot as follows.

<table>
<thead>
<tr>
<th>POUNDS PER CUBIC FOOT</th>
<th>CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>400</td>
</tr>
<tr>
<td>1 but less than 2</td>
<td>300</td>
</tr>
<tr>
<td>2 but less than 4</td>
<td>250</td>
</tr>
<tr>
<td>4 but less than 6</td>
<td>150</td>
</tr>
<tr>
<td>6 but less than 8</td>
<td>125</td>
</tr>
<tr>
<td>8 but less than 10</td>
<td>100</td>
</tr>
<tr>
<td>10 but less than 12</td>
<td>92.5</td>
</tr>
<tr>
<td>12 but less than 15</td>
<td>85</td>
</tr>
<tr>
<td>15 or greater</td>
<td>70</td>
</tr>
</tbody>
</table>

2. If a shipment is accepted wherein density is not listed, charges will initially be assessed on the basis of the highest class shown. Upon proof of the actual density, freight charges will be adjusted accordingly.

3. Commodities rated using the above provisions shall be subject to a released value not exceeding $.50 per pound per package.

ITEM 1015

SECURITY INSPECTION

Government facilities requiring offsite inspection by Government Security Experts prior to pick up or delivery of a shipment shall be subject to the following charges in addition to any other lawfully applicable freight charges.

Charge: $40.00 per shipment.

ITEM 1020-1

GUARANTEED DAY DEFINITE SERVICE

For explanation of abbreviations, reference marks and symbols, see Item 500000.
Guaranteed Day Definite Service shall be defined as follows and subject to the charges listed below, subject to Notes 1-3:

1. Subject shipments will be made available for delivery on the scheduled day of delivery, or within specified range of days between the hours of 8 AM and 3:30 PM per the New Penn service standard transit times published at www.newpenn.com on the day of shipment.

2. Failure to deliver in accordance with this agreement will result in the 100% cancellation of the freight charges, or other specifically requested amount. Any request for adjustment of charges must happen within 30 days of final delivery date. New Penn shall not be liable under any circumstances for any consequential, special or incidental damages due to failure.

3. Requests for the service are made by one of the following actions:
   i. Applying a New Penn Guaranteed Pickup Label to the bill of lading and checking the Day Definite box shown on the label
   ii. Written request to a New Penn Representative made available upon request of carrier
   iii. In lieu of the label, the customer may write one of the following on the bill of lading
      1. “Guaranteed – 3:30 PM”
      2. “Guaranteed Service Requested”
      3. “Guaranteed Day Definite Service Requested”
      4. “Guaranteed Window from mm/dd to mm/dd”

4. Provisions of this item do not apply to shipments which are delayed due to causes and/or conditions beyond New Penn’s control including, but not limited to, acts of God, the unavailability or refusal by the consignee to accept delivery on the scheduled day between the specified times, impassable highways, congested roadways, public authorities acting with apparent or actual authority, riots, labor disputes.

5. Service is not available on shipments requiring protection from freezing, poisons or shipments requiring specialized equipment.

Except as otherwise provided, a Guaranteed Day Definite Service Fee of 20% of the net line haul charges, subject to a minimum charge of $35.00 shall apply in addition to all other applicable charges to shipments where Guaranteed Day-Definite service as outlined above has been requested.

Note 1: The shipper will be responsible for the freight charges on collect shipments when New Penn has not received payment from the consignee within 45 days of the date of shipment.

Note 2: Shipments consigned to the Greater Toronto Area shall be subject to a flat charge of $60.00 per shipment for Guaranteed Day Definite Service. Greater Toronto Area cities are Toronto, Ajax, Pickering, Markham, Richmond Hill, Brampton, Mississauga, Oakville, Burlington, Hamilton & Guelph.


ITEM 1020-2

GUARANTEED TIME DEFINITE DELIVERY SERVICE

Guaranteed Time Definite Delivery Service shall be defined as follows, subject to Notes 1-5:

1. This service is only applicable for time-designated deliveries between the hours of 8 am and 6 pm (Note 1) and only for shipments originated by New Penn and delivered to points served directly by New Penn.

2. Subject shipments will be made available for delivery on the day of shipment, or within specified range of days per the New Penn service standard transit times published at www.newpenn.com on the day of the shipment.

3. Failure to deliver in accordance with this agreement will result in the 100% cancellation of the freight charges, or other specifically requested amount. Any request for adjustment of charges must happen within 30 days of final delivery date. New Penn shall not be liable under any circumstances for any consequential, special or incidental damages due to failure.

4. Requests for the service are made by one of the following actions:
   i. Applying a New Penn Guaranteed Pickup Label to the bill of lading and checking the Time Definite Delivery box shown on the label

For explanation of abbreviations, reference marks and symbols, see Item 500000.
For explanation of abbreviations, reference marks and symbols, see Item 500000.
The fuel scale above will continue in the same format. For each two (2) cent increase in the relevant index below 200 or beyond 403 cents per gallon, the FSC will adjust 0.1% for LTL.

Effective 11/5/18 any New Penn Motor Express Sales Literature, Bill of Lading, Pick-up Label, Individual Tariff Page or any other New Penn Motor Express documents that make reference to a Fuel Scale based on an average of Central Atlantic and New England regions shall now be subject to solely being based on Central Atlantic region and the provisions shown above in Item 1030 of this tariff shall take precedence over any previous provisions.

ITEM 1035

End of Month or Incentive Discounts

Except as otherwise indicated, End of Month or Incentive discounts, agreements, or payments shall be subject to all other items contained within NPME 100-C and also subject to the conditions listed below:

1. Shall only be paid on LTL direct shipments via New Penn Motor Express. All shipments that are interline, partnership, or outside of New Penn's direct service area shall be excluded from payment of End of Month or Incentive discounts.
2. Shall not be paid on established base or flat minimum charges.
3. Shall only be paid based upon line haul revenue only. Accessorial charges, including fuel surcharge are not included in any incentive calculation.
4. Shall not be paid on truckload rated shipments, cubic capacity rated shipments, or capacity load shipments.
5. Shall not be paid volume spot quote rated shipments, pallet rate shipments, or any other type of flat rated shipments.
6. Shall only be paid on shipments that are paid within accordance of the specific payment terms established for the receiver of the incentive or discount (see Note A.)
7. Receiver of payment must have sufficient business to generate payment of at least $20, otherwise no payment will be made. Additionally, New Penn reserves the right to cancel any agreement if there is no payment made for six (6) consecutive months, including any months that did not generate minimum payment.

Note A: Any discrepancy in payment must be presented to carrier in writing within 180 days of shipment date. Any shipment over 180 days will not be eligible for payment.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 1040

High Cost Delivery Fee

Except as otherwise indicated, shipments consigned to New York City zip code locations 10000 through 10499 and 11101 through 11499 and Washington, DC zip code locations 20000 through 20099 and 20200 through 20599 shall be subject to a surcharge of $63.00 per shipment. This surcharge shall apply on both prepaid and collect shipments.

ITEM 1045

Outbound Collect Discounts

Except as otherwise indicated, effective 3/20/06, NPME will no longer honor agreements made for “outbound collect” discounts. This policy will apply to any pricing agreement governed by NPME 100 where reference is made to “outbound collect” discounting dated prior to 3/20/06. Refer to item 763 of this schedule for discounting provisions on collect shipments where the consignee has no established pricing with NPME. Pricing agreements dated 3/20/06 and beyond have no application to this item.

ITEM 2000

CLAIMS - Filing Time Limits

1. Loss and Damage Claims:
   All claims for lost, damage or delayed shipments must be filed in writing and received by New Penn within nine (9) months of the date of delivery of the shipment. Or in the case of non-delivery within nine (9) months of the date of the bill of lading.

2. Overcharge, Undercharge Claims:
   If a shipper seeks to contest the charges originally billed or additional charges subsequently billed the shipper may request that the Surface Transportation Board determine whether the charges billed must be paid. A shipper must contest the original bill or subsequent bill within 180 days of receipt of the bill in order to have the right to contest such charges.

ITEM 2005

CLAIMS - Limitation

All claims shall be brought solely in a customer's individual capacity. Customer agrees it will not bring an action against carrier as a class plaintiff or class representative, join a class as a member, or participate in any way as an adverse party in a class action lawsuit against carrier. Claims may not be joined or consolidated unless agreed to in writing by all parties.

ITEM 2100

Canadian Claim Liability

1. Unless a signed agreement between the Shipper, Consignee or Third Party appearing on the Bill of Lading exists, claim liability for shipments originating in Canada shall be determined by Canadian Provincial Law subject to New Penn Motor Express's maximum liability of $10.00 per pound times the weight of the lost or damaged article(s).

2. Carrier’s liability will be a maximum of $2.00 per pound times the weight of the complete shipment, the destination value of the lost or damaged article(s) or a maximum of $10.00 per pound times the weight of the lost or damaged article(s). The shipper can increase carrier’s liability to a maximum of $10.00 per pound by declaring the value on the face of the Bill of Lading. There shall be an excess liability charge of 1% of the declared value added to the freight bill.

ITEM 2200

For explanation of abbreviations, reference marks and symbols, see Item 500000.
**Beyond Charges to Alaska**

Listed below are the class rates that are applicable for shipments to Alaska. These beyond charges are applicable only to the cities listed below. If a shipment is consigned to a city other than what is shown then beyond charges are still applicable however the charges will be obtained from USF Reddaway.

1. Shipments are subject to all other provisions shown in NPME 100 Special Services Schedule.
2. Shipments are subject to the provisions of National Motor Freight Classification 100 Series.
3. This item applies only on Outbound Prepaid shipments.
4. Rates apply only from Tacoma/Fife, WA to Alaska destinations shown.
5. Rates are subject to carrier increases and fuel surcharges listed in this item.
6. Unless otherwise indicated, for classes higher than 100, multiply the class 100 rate times the class multiplier. Example…..class 100 rate is 50.27, actual class is 200, so the equation is 50.27x2.00=100.54
7. Rates are subject to the following fees when applicable:
   a. Keep from freezing: $1.59/cwt, $31.00 AMC and $498.56 MAX
   b. Residential Delivery: $81.20 per shipment
   c. Hazardous Materials: $2.02/cwt, $55.65 AMC and $196.47 MAX
   d. Inside Delivery: $3.74/cwt, $39.75 AMC and $379.32 MAX
   e. COD Fee: 3.5% of COD amount, $32.71 AMC
   f. Liftgate Fee: $5.60/cwt, $105.40 AMC and $266.62 MAX
   g. Notify on Arrival: Flat Fee $34.10

<table>
<thead>
<tr>
<th>Destination: Anchorage/ Elmendorf/ Fort Richardson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum charge: $112.50</td>
</tr>
<tr>
<td>Class</td>
</tr>
<tr>
<td>Rates are in dollars per hundred weight</td>
</tr>
<tr>
<td>Minimum weight per shipment</td>
</tr>
<tr>
<td>LTL</td>
</tr>
<tr>
<td>50 and lower</td>
</tr>
<tr>
<td>50/60</td>
</tr>
<tr>
<td>55/60</td>
</tr>
<tr>
<td>65/70</td>
</tr>
<tr>
<td>77.5/85</td>
</tr>
<tr>
<td>92.5/100</td>
</tr>
<tr>
<td>110</td>
</tr>
<tr>
<td>125</td>
</tr>
<tr>
<td>150</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Destination: Fairbanks/ Fort Wainwright/ North Pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum charge: $158.46</td>
</tr>
<tr>
<td>Class</td>
</tr>
<tr>
<td>Rates are in dollars per hundred weight</td>
</tr>
<tr>
<td>Minimum weight per shipment</td>
</tr>
<tr>
<td>LTL</td>
</tr>
<tr>
<td>50 and lower</td>
</tr>
<tr>
<td>50/60</td>
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</tr>
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<td>65/70</td>
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For explanation of abbreviations, reference marks and symbols, see Item 500000.
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<thead>
<tr>
<th>Class</th>
<th>LTL</th>
<th>2M</th>
<th>5M</th>
<th>10M</th>
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</thead>
<tbody>
<tr>
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<td>43.24</td>
<td>38.72</td>
<td>35.91</td>
</tr>
<tr>
<td>55/60</td>
<td>49.69</td>
<td>45.86</td>
<td>41.06</td>
<td>38.72</td>
</tr>
<tr>
<td>65/70</td>
<td>52.58</td>
<td>48.81</td>
<td>44.04</td>
<td>41.33</td>
</tr>
<tr>
<td>77.5/85</td>
<td>63.30</td>
<td>59.06</td>
<td>53.85</td>
<td>50.66</td>
</tr>
<tr>
<td>92.5/100</td>
<td>72.42</td>
<td>67.89</td>
<td>62.24</td>
<td>57.89</td>
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</table>

**Destination:** Kenai/Soldotna/Seward/Kasilof/Nikisk/Sterling

Minimum charge: $130.27

<table>
<thead>
<tr>
<th>Class</th>
<th>Rates are in dollars per hundred weight</th>
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<tr>
<td></td>
<td>LTL</td>
<td>2M</td>
</tr>
<tr>
<td>50 and lower</td>
<td>42.83</td>
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<td>70.82</td>
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<table>
<thead>
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</thead>
<tbody>
<tr>
<td></td>
<td>LTL</td>
<td>5M</td>
</tr>
<tr>
<td>50 and lower</td>
<td>63.58</td>
<td>56.27</td>
</tr>
<tr>
<td>55/60</td>
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<td>59.59</td>
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<tr>
<td>65/70</td>
<td>76.73</td>
<td>67.31</td>
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<td>81.37</td>
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<td>92.5/100</td>
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<td>94.23</td>
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**Destination:** Kodiak

Minimum charge: $185.08

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<tr>
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<td>5M</td>
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<td>45/50</td>
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<td>55/60</td>
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<td>65/70</td>
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<td>77.5/85</td>
<td>104.75</td>
<td>92.68</td>
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<td>124.65</td>
<td>116.17</td>
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**Destination:** Cordova

Minimum charge: $240.73

For explanation of abbreviations, reference marks and symbols, see Item 500000.
## Destination: Petersburg

Minimum charge: $84.68

<table>
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<tr>
<th>Class</th>
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</thead>
<tbody>
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<td>Minimum weight per shipment</td>
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<tr>
<td>100</td>
<td>50.85</td>
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</table>

## Destination: Sitka

Minimum charge: $84.68

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<td>Minimum weight per shipment</td>
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<tr>
<td></td>
<td>LTL</td>
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<tr>
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## Destination: Skagway

Minimum charge: $136.18

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<td>Minimum weight per shipment</td>
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<td></td>
<td>LTL</td>
</tr>
<tr>
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<td>54.93</td>
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<tr>
<td>70/65</td>
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## Destination: Haines / Klukwan

Minimum charge: $136.18

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<th>Class</th>
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</thead>
<tbody>
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<td></td>
<td>Minimum weight per shipment</td>
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<td>70/65</td>
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For explanation of abbreviations, reference marks and symbols, see Item 500000.
### Destination: Wrangell

Minimum charge: $90.73

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</thead>
<tbody>
<tr>
<td></td>
<td>LTL</td>
<td>5M</td>
</tr>
<tr>
<td>60/55/50</td>
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<td>48.12</td>
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### Destination: Hoonah

Minimum charge: $193.54

<table>
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<tbody>
<tr>
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<td>LTL</td>
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</tr>
<tr>
<td>60/55/50</td>
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<tr>
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</tr>
<tr>
<td>100</td>
<td>72.58</td>
<td>62.98</td>
</tr>
</tbody>
</table>

### Destination: Juneau/Douglas/Auke Bay

Minimum charge: $84.68

<table>
<thead>
<tr>
<th>Class</th>
<th>Rates are in dollars per hundred weight</th>
<th>Minimum weight per shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LTL</td>
<td>5M</td>
</tr>
<tr>
<td>60/55/50</td>
<td>29.90</td>
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</table>

### Destination: Ketchikan

Minimum charge: $84.68

<table>
<thead>
<tr>
<th>Minimum Weight Per Shipment</th>
<th>Rates are in dollars per hundred weight</th>
<th>Minimum weight per shipment</th>
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<tr>
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<tr>
<td>60/50</td>
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</tr>
<tr>
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<td>100</td>
<td>39.34</td>
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</tbody>
</table>

For explanation of abbreviations, reference marks and symbols, see Item 500000.
### Destination: Craig / Klawock / Chatham / Hydaburg / Metlakatla / Gustavus

<table>
<thead>
<tr>
<th>Class</th>
<th>Rates are in dollars per hundred weight</th>
<th>Minimum weight per shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LTL</td>
<td>5M</td>
</tr>
<tr>
<td>60/55/50</td>
<td>28.05</td>
<td>22.98</td>
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<tr>
<td>70/65</td>
<td>35.10</td>
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<td>35.24</td>
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<tr>
<td>85</td>
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</tr>
<tr>
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<td>49.86</td>
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</table>

### Destination: Meyers Chuck / Hyder

<table>
<thead>
<tr>
<th>Class</th>
<th>Rates are in dollars per hundred weight</th>
<th>Minimum weight per shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>60/55/50</td>
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<td>70/65</td>
<td>39.94</td>
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<td>100</td>
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### Destination: Eielson A.F.B.

For Eielson AFB Rates & minimum Charges, add the following to rates & minimum charges for Fairbanks, AK shown on page 1 of this item.

<table>
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<tr>
<th>Minimum Charge</th>
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</thead>
<tbody>
<tr>
<td>28.20</td>
<td></td>
<td>3.08</td>
</tr>
</tbody>
</table>

### Destination: Homer / Sterling / Anchor Point / Cooper Landing / Kasilof / Clam Gulch / Nenana / Ninilchik

<table>
<thead>
<tr>
<th>Class</th>
<th>Rates are in dollars per hundred weight</th>
<th>Minimum weight per shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LTL</td>
<td>2M</td>
</tr>
<tr>
<td>92.5/100</td>
<td>82.76</td>
<td>75.55</td>
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<tr>
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<td>50</td>
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For explanation of abbreviations, reference marks and symbols, see Item 500000.
Alaska Fuel Surcharge Percentage by City:

<table>
<thead>
<tr>
<th>City</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Anchorage, AK</td>
<td>30%</td>
</tr>
<tr>
<td>Central Cities of Alaska</td>
<td>32%</td>
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<tr>
<td>Elmendorf</td>
<td></td>
</tr>
<tr>
<td>Wasilla</td>
<td></td>
</tr>
<tr>
<td>Delta</td>
<td></td>
</tr>
<tr>
<td>Ft. Richardson</td>
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<td>Ft Greely</td>
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<tr>
<td>Eielson</td>
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<tr>
<td>Kenai</td>
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<tr>
<td>North Pole</td>
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<td>Chugiak</td>
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<td>Ft Wainwright</td>
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<tr>
<td>Cooper Landing</td>
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<td>Healy</td>
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<td>Eagle River</td>
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<td>Southeast Cities of Alaska</td>
<td>37%</td>
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<td>Klawock</td>
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<tr>
<td>Wran</td>
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</tr>
</tbody>
</table>

ITEM 2210

**Canadian Cross Border Security Fee**

Except as otherwise indicated, a Cross-Border Security Fee of $16.00 per shipment will apply on all Cross-border shipments between Canada and the United States for security enhancements, border delays, continuing technology investments to integrate U.S. and Canadian operations, requirements and certifications to ship cross-border (i.e., CSA, C-TPAT FAST, etc.), and customs processing.

ITEM 2215

**Pickup and Delivery Charge, Big Bend, TX Area**

Except as otherwise indicated, shipments picked up at or delivered to the following will be subject to an additional arbitrary charge of $13.60 per 100 pounds subject to a minimum charge of $160.00.


ITEM 2216

**Delivery Charge, Chicago, IL Area**

Except as otherwise indicated, shipments delivered to the following will be subject to an additional arbitrary charge of $53.50 per shipment.

Zips: 60601-60607, 60610-60614, 60622, 60654, 60661, 60664, 60665-60685

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2220

Rules, Charges and Accessorial Services Promotions

DEFINITION - NPME may, from time to time, offer promotions. Some promotions may provide a discount (percentage or flat amount as determined by NPME in the promotional materials) to be deducted from the net linehaul freight charges. Each promotion will be unique and may require specific information for the validation of the promotional offer. This information will be contained within the voucher of each promotion.

APPLICATION - Promotion Code Application:
Only one promotion code or voucher may be applied to an individual invoice.

Discount offers will be applied to net linehaul charges, after current pricing has been applied, still subject to Absolute Minimum Charge.

In determining eligibility for a promotion, NPME will evaluate if the payer of freight charges meets promotional offer shipment criteria.

Each promotion will have time restrictions and other guidelines as stated in promotional materials.

In the event there are not time restrictions stated in the promotional materials, the promotional period shall be deemed to be thirty (30) days from the date NPME issued the promotion.

Any notice permitted or required of NPME, if made by public notice on NPME’s website or otherwise, shall be deemed good and adequate notice.

QUALIFY - Information regarding how to qualify for promotional discounts will be provided in promotion materials. Shipper’s failure to adhere and agree to all the conditions of the promotion, to include those set forth in this Item, shall invalidate the promotional offer.

RATES AND CHARGES - Except as provided in the promotional offer, terms and conditions of service shall be subject to individually determined rates or contracts that have been agreed upon in writing between yourself and NPME, if applicable, otherwise to the rates, classifications and rules that have been established by NPME in its applicable tariffs, to include this Rules and Conditions publication.

***************************************************************************

CURRENT PROMOTION - TERMS & CONDITIONS

Valid on shipments tendered between
January 4, 2010 through February 28, 2010

TERMS & CONDITIONS
1. This promotion is valued at $250 in the form of ten $25.00 payment coupons that can be used on ten New Penn LTL shipments of $75.00 or higher, after accessorial, discounts and fuel surcharge based on the customer’s pricing agreement (promotional coupon in U.S. or Canadian dollars depending on the currency used for the payment of the specific freight invoice).

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2220(concluded)

Rules, Charges and Accessorial Services Promotions

2. Customers that are eligible to receive this additional incentive must have received the payment coupons directly from New Penn or a New Penn account representative. The offer is non-transferable. NPME reserves the right to adjust any invoices that were mistakenly discounted on unqualified shipments.

3. The Promotional discount applies to LTL shipments tendered to New Penn destined to points in the U.S., Canada or Puerto Rico. Spot quoted shipments and shipments moving under Corporate Account contracts are excluded from eligibility. Third-party logistics companies and freight payment agents are also excluded from this promotion.

4. To receive the additional discount, customer must include one, and only one, coupon with the payment of an eligible New Penn invoice. Customer should reduce payment by $25 and then include the payment for the remaining balance of the freight bill.

5. There is a limit of (10) payment coupons per eligible customer during the period of this promotion.

6. This promotion is good only for shipments tendered to New Penn and for services rendered as stated and payment must be made by the shipping location to which the offer was extended. No portion of this offer may be redeemed for cash. All shipments are subject to the terms and conditions found within the NPME 100 Special Services Schedule.

7. Valid on eligible shipments tendered and picked up between January 4, 2010, and the expiration date of February 28, 2010. This promotional incentive will not apply to shipments at any other time.

8. This offer may be extended, at the sole discretion of New Penn, beyond February 28, 2010, via notification at newpenn.com, via e-mail or driver handout as determined by New Penn. In addition, New Penn may, from time to time, increase or reduce the number of lanes or shipment eligibility requirements for the $25 offer.

9. Not valid with any other certificates or discounts, except discounts applicable to your NPME account number. This offer may be used more than once. Offer void where prohibited.

10. Eligibility to participate in this offer is subject to the sole discretion of New Penn, including but not limited to, credit checks by New Penn. Customers, whose accounts have a status of Cash Only or Past Due, as determined by New Penn in its sole discretion, are not eligible to participate in this incentive program.

11. Notwithstanding any other provision to the contrary contained herein, New Penn may, at its sole discretion, modify, terminate or suspend this promotional discount program at any time prior to the expiration of the term. See NPME 100 Special Services Schedule for additional rules on New Penn Promotions.

12. Visit newpenn.com/offer/save25 for complete terms and conditions of this offer.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2220(concluded)

Rules, Charges and Accessorial Services Promotions

CURRENT PROMOTION - TERMS & CONDITIONS

Valid on shipments tendered between
January 18, 2010 through March 31, 2010

TERMS & CONDITIONS
1. This promotion is valued at $10, $15 or $20 in the form of a coupon sticker that can be used on New Penn LTL shipments of $75.00 or higher, after accessorials, discounts and fuel surcharge based on the customer's pricing agreement (promotional coupon in U.S. or Canadian dollars depending on the currency used for the payment of the specific freight invoice).

2. This promotional sticker must be affixed to the bill of lading and the New Penn Driver will circle the promotional amount that has been agreed upon by the New Penn Driver and the Shipper’s representative. New Penn will then invoice the customer using the current pricing agreement with the customer less the agreed upon promotional discount shown on the bill of lading. The customer is then responsible to pay the invoice at the promotional discounted total.

3. This promotion is can be used for all additional shipments secured by New Penn at time of pickup. It can not be used on the original pickup shipments which the New Penn Driver will have record of. This offer is not applicable to single shipment pick ups.

4. The promotional coupon sticker applies to LTL shipments tendered to New Penn destined to points in the U.S., Canada or Puerto Rico. Spot quoted shipments and shipments moving under Corporate Account contracts are excluded from eligibility. Third-party logistics companies and freight payment agents are also excluded from this promotion.

5. This promotion is good only for shipments tendered to New Penn and for services rendered as stated and payment must be made by the shipping location to which the offer was extended. No portion of this offer may be redeemed for cash. All shipments are subject to the terms and conditions found within the NPME 100 Special Services Schedule.

6. Valid on eligible shipments tendered and picked up between January 18, 2010, and the expiration date of March 31, 2010. This promotional incentive will not apply to shipments at any other time.

7. This offer may be extended, at the sole discretion of New Penn, beyond March 31, 2010, via notification at newpenn.com, via e-mail or driver handout as determined by New Penn.

8. Not valid with any other certificates or discounts, except discounts applicable to your NPME account number. This offer may be used more than once. Offer void where prohibited.

9. Eligibility to participate in this offer is subject to the sole discretion of New Penn, including but not limited to, credit checks by New Penn. Customers, whose accounts have a status of Cash Only or Past Due, as determined by New Penn in its sole discretion, are not eligible to participate in this incentive program.

10. Notwithstanding any other provision to the contrary contained herein, New Penn may, at its sole discretion, modify, terminate or suspend this promotional discount program at any time prior to the expiration of the term. See NPME 100 Special Services Schedule for additional rules on New Penn Promotions.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
Item 2225 CONSEQUENTIAL DAMAGE DISCLAIMER

Carrier will not be liable for:
1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment);
2. Commercial loss of any kind (including damage to business reputation or loss of business or profits); or
3. Loss, damage, or expenses directly or indirectly arising from the provisions of Carrier’s services including failure to make a timely delivery, short delivery, or non-delivery by the Carrier, whether or not Carrier has been advised of the possibility of such damage or loss.
4. Including but not limited to, any penalties, fines, chargeback’s, fees, loss of profits or income assessed by the shipper, consignee, or interested third party for failure to provide services up to and including specific transit times, scheduled deliveries (except as provided in Guaranteed or Expedited Delivery Service), or failure for transfer of documentation (inclusive but not limited to packing lists or customs forms) and/or information from consignor to consignee.

ITEM 2230

Fuel Related Increases

When specific reference is made to this item the following fuel surcharge agreement shall apply:

The following Fuel Surcharge will be added to the LTL Carrier Transportation rates and charges (excluding non-transportation accessorials) on all shipments subject to provisions of our Agreement. This surcharge will be based on an average of the Central Atlantic Region “Diesel Price Index” issued on Monday of each week by the United States Department of Energy. The resulting surcharge will be effective on Tuesday of each week for seven days. The current D.O.E. diesel fuel prices can be obtained by calling 1-202-586-6966 (24 hours per day).

<table>
<thead>
<tr>
<th>AT LEAST:</th>
<th>BUT NOT MORE THAN</th>
<th>LTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>110 cents</td>
<td>114.9 cents</td>
<td>.50%</td>
</tr>
<tr>
<td>115 cents</td>
<td>119.9 cents</td>
<td>1.00%</td>
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<tr>
<td>120 cents</td>
<td>124.9 cents</td>
<td>1.50%</td>
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<tr>
<td>125 cents</td>
<td>129.9 cents</td>
<td>2.00%</td>
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<tr>
<td>130 cents</td>
<td>134.9 cents</td>
<td>2.50%</td>
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<tr>
<td>135 cents</td>
<td>139.9 cents</td>
<td>3.00%</td>
</tr>
<tr>
<td>140 cents</td>
<td>144.9 cents</td>
<td>3.50%</td>
</tr>
<tr>
<td>145 cents</td>
<td>149.9 cents</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

For each 5(five) cent increment over 145 cents, the fuel surcharge will increase by an additional .50%

The applicable fuel surcharge will be shown as a separate entry on the freight bill.

ITEM 2235

Foodstuffs

"Foodstuffs", edible materials or drugs that are ingested or injected intravenously or otherwise taken internally when tendered to the carrier by insertion on the Bill of Lading the word “Foodstuff”. Initials and acronyms are not acceptable.

As consignee or third party to the shipment, customer agrees to indemnify carrier if "Foodstuffs" are not identified by the shipper as stated above and carrier will not be liable for improper loading violations on any shipments where Foodstuffs have not been identified as indicated.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2240

Limited Access Pick Up and Delivery

New Penn Motor Express will perform pick up and delivery service at locations with limited access, subject to a charge of $75.00 per shipment. This fee shall be assessed in addition to any other applicable freight charges to the shipment, Note 1. The term "limited access" shall include but is not limited to:

- Camps / campgrounds
- Carnivals
- Cemeteries
- Churches / places of worship
- Condominiums
- Construction sites
- Convention centers
- Country clubs / golf courses
- Estates
- Fairs
- Farms
- Funeral homes
- Hotels / motels / resorts / places of lodging
- Mines / quarries
- Military installations
- Nuclear power plants
- Nursing homes / assisted living facilities
- Parks
- Prisons
- Ranches
- Schools
- Self storage units
- Universities / colleges
- Water treatment / utility sites

In addition to the locations specifically listed above, a “limited access” location shall be defined as meeting any of the following:

1. Not open to public walk-in during the hours of 8 am through 5 pm.
2. Not having personnel readily available to assist with pick up or delivery
3. No loading/unloading dock or platform
4. Extensive security inspections or process are required.

The charge provided in this item will include notification in the case of delivery to arrange for an agreed delivery time. The charge will be assessed against the payer of the freight charges. If the payer of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

Note 1: Charges will not apply when the provisions of item 753 (Private Residence Pick Up or Delivery) of this tariff are assessed.
Note 2: Notification or authorization prior to pickup or delivery service will not be required for limited access

ITEM 2245

Over Dimensional Freight

Shipments containing one or more articles that are at least 8 feet in length, but less than 12 feet in length will be subject to a charge of $85.00 in addition to any other applicable charges.

Shipments containing one or more articles that are at least 12 feet in length, but less than 16 feet in length will be subject to a charge of $125.00 in addition to any other applicable charges.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
Shipments containing one or more articles that are at least 16 feet in length, but less than 20 feet in length will be subject to a charge of $200.00 in addition to any other applicable charges.

Shipments containing one or more articles that are 20 feet in length or greater will be subject to a charge of $300.00 in addition to any other applicable charges.

Shipments containing one or more articles that are at least 6 feet in length and 6 feet in width in two dimensions shall be subject to a fee of $175.00 in addition to any other applicable charges.

The charge in this item will not apply on shipments that are subject to shipments rated using Capacity Load – Item 390, Exclusive Use Item 470 or Cubic Capacity – Minimum Charge item 2250 of this tariff.

**ITEM 2250**

**Cubic Capacity – Minimum Charge**

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a minimum charge, based upon a calculated weight and the applicable rate. The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof. The applicable rate shall be determined from the otherwise applicable provisions including but not limited to tariffs, rate scales, rating, discounts, percentage expressions and commodity rates. However, shipments subject to NMFC class (not exception) ratings or multiple rates of any type shall be rated at the applicable class 125 rates in lieu of the actual NMFC classification or multiple rates.

1. Determining cubic capacity and density charge.

   **A.** A density minimum charge shall apply on a shipment only if it occupies 750 cubic feet or more of a trailer as tendered for shipment and if its density as tendered is less than 6 pounds per cubic foot. Such shipments will be subject to a minimum charge using a proforma weight calculated at 6 pounds per cubic foot. The shipment will rate rated using the applicable class 125 using all of the applicable tariffs. Customer's discount will apply.

   **B.** A vertical dimension of 8 feet or actual height, whichever is greater, will be used to calculate cube for units that cannot be top loaded with like freight due to any of the following:
   1. The nature of the article.
   2. Packaging or lack of packaging used
   3. Pallets are in a “pyramided”, “rounded off”, or “topped off” fashion, and/or
   4. Specific instruction by the Shipper on the bill of lading, on the actual articles as tendered, or by the Consignee to the effect that no other freight is to be on top of the article(s).

   **C.** A horizontal dimension of eight feet will be used to calculate cube for the units that cannot load side by side in the trailer and will not allow for loading of other normal skids beside them.

   **D.** Same day multiple shipment pickups from the same shipper, having the same consignee, will be considered as one shipment for the provisions of this item.

The provisions of this item shall not be applicable in connection with shipments rated using Capacity Load – Item 390 or Exclusive Use Item 470 of this tariff.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2255

Delivery Charge, Los Angeles, CA Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $5.50 cwt, subject to a minimum charge of $41.00 and maximum charge of $110.00 per shipment. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

90004-05, 90010, 90012-17, 90020, 90024-29, 90034-36, 90038, 90045-46, 90048-49, 90064, 90066-69, 90071, 90077, 90094, 90096, 90209-13, 90230-33, 90263-65, 90272, 90274-75, 90290-96, 90401-11

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2260  

Delivery Charge, San Francisco, CA Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $5.50 cwt, subject to a minimum charge of $41.00 and maximum charge of $110.00 per shipment. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

94002, 94005, 94010-11, 94014-17, 94025-28, 94030, 94044, 94061-66, 94070, 94080, 94083, 94102-05, 94107-12, 94114-34, 94137, 94139-47, 94151, 94153-54, 94156, 94158-64, 94171-72, 94177, 94188, 94401-04, 94497

ITEM 2265  

Delivery Charge, Seattle, WA Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $5.50 cwt, subject to a minimum charge of $41.00 and maximum charge of $110.00 per shipment. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

98004-09, 98101, 98103-09, 98111-19, 98121-22, 98124-27, 98129, 98131-34, 98136, 98139, 98141, 98144-46, 98148, 98154-55, 98158, 98160-61, 98164-66, 98168, 98170, 98174-75, 98177, 98181, 98185, 98188, 98190-91, 98194-95, 98198-99, 98430, 98438

ITEM 2270  

Delivery Charge, Catalina Island, CA and Puget Sound, WA Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $137.40 per shipment. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

90704, 98070, 98110, 98236, 98243, 98245, 98249-50, 98260-61, 98279-81, 98297, 98333

ITEM 2275  

Trade Show And Display Paraphernalia

1. On all shipments destined to convention centers, the traffic must be consigned to the cartage agent handling the show at the convention center. All freight charges on the shipment moving to the cartage agent must be prepaid. All charges of the cartage agent are the responsibility of the Shipper and payment of these charges are guaranteed by the Shipper.
2. If the customer requires Carrier to perform the pickup or delivery service at the convention center, there will be an additional charge of $265.00 per shipment.
3. All charges must be prepaid and the additional charges for pickup at or delivery to the convention center must be guaranteed by the Shipper and so noted on the bill of lading at time of shipment. Carrier will not make pickup or delivery at the convention center without authorization and guarantee of charges by the Shipper.
4. Any Exhibition booths or stalls and their contents having prior use shall be deemed a used article and a limitation of liability of $0.10 per pound per package shall apply.

For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2280

Delivery Charge, Nevada Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $3.70 cwt, subject to a minimum charge of $125.00. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

89415, 89422

ITEM 2285

Delivery Charge, California Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $2.40 cwt, subject to a minimum charge of $124.80. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

93512, 93513, 93514, 93517

ITEM 2290

Delivery Charge, California Area

Except as otherwise indicated, shipments delivered to the following zip codes will be subject to an additional arbitrary charge of $2.40 cwt, subject to a minimum charge of $81.80. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.

93515, 93529, 93541, 93546

ITEM 2291

California Compliance Surcharge

Except as otherwise indicated, shipments originating from and/or destined to the state of California will be subject to a charge of $8.95 per shipment, in addition to all other applicable charges.

ITEM 2295

Delivery Charge, Ontario and Quebec Canada

Except as otherwise indicated, shipments delivered to the following Canadian Postal Codes will be subject to an additional arbitrary charge of $16.00. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.


For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 2300

**Extreme Weather Surcharge Fee**

Except as otherwise indicated, at the carriers’ discretion based upon certain extreme weather conditions an extreme weather surcharge of $139.95 shall be assessed to either pickups or deliveries in certain geographic areas to be determined by the carrier based upon changing conditions. This fee shall be assessed to the debtor on the original freight bill and shall apply in addition to any other applicable freight charges. This fee is not subject to discounts or incentives.

Effective ______ Expired

Extreme Snow 2/9/15(Note 1 & 2)

Note 1: Applies on all shipments that require notification prior to delivery that are destined to points serviced by carriers Southington, CT, Billerica, MA, W. Springfield, MA, Cumberland, RI, Williston, VT Terminals as outlined at www.newpenn.com.

Note 2: Applies to any shipment for which the debtor on the freight bill has shipped less than 12 shipments in the previous 6 months to points serviced by each of the carriers terminals in Southington, CT, Billerica, MA, W. Springfield, MA, Cumberland, RI or Williston, VT as outlined at www.newpenn.com.

ITEM 2305

**Pan Am Games Pick Up and Delivery Charge Surcharge**

Except as otherwise indicated, effective 6/22/15 shipments picked up and/or delivered to the following Canadian Postal Codes will be subject to an additional surcharge charge of $30.00. This surcharge is being implemented due to the Pan Am Games being held in Ontario, Canada and the subsequent traffic congestion that it will ultimately cause. This surcharge shall remain in effect until 8/21/15. These charges are in addition to any other applicable line haul freight charges and are not subject to discounts.


For explanation of abbreviations, reference marks and symbols, see Item 500000.
Item 2310

Weight Correction Fee

1. The Carrier or Carrier's agent shall have the right to take action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
   A. Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight).
   B. Collection of other sufficient evidence necessary to verify whether or not the weight of the shipment is correctly declared.

2. When the information is found to be incorrect, the bill of lading and carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights except, when the Shipper palletizes mixed commodities, the corrected weight will be charged at the highest rated commodity in the shipment.

3. When the weight of a shipment results in a change to the freight charges of at least $10.00, an additional charge of $10.00 will apply.

4. This item is not applicable when Item 2245 Over Dimensional Freight or Item 2250 Cubic Capacity shown herein are applied.

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Item 2315

Description Correction Fee

1. The Carrier or Carrier's agent shall have the right to take action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
   A. Inspection of packages.
   B. Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight).
   C. Verification of actual or declared density.
   D. Collection of other sufficient evidence necessary to verify whether the shipment is correctly described.

2. When the information is found to be incorrect, the carrier freight bill will be corrected and the freight charges assessed according to the proper descriptions and weights.

3. Density - For the purpose of determining NMFC density-based classifications, the dimension of the articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series and the weight shown on the shippers bill of lading, unless the Carrier determined the weight on the bill of lading to be in error, or the Shipper provides documentation that the weight was in error.

4. When the inspection of a shipment results in a change to the freight charges of at least $10.00, and additional charge of $10.00 will apply.

4. This item is not applicable when Item 2245 Over Dimensional Freight or Item 2250 Cubic Capacity shown herein are applied.

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For explanation of abbreviations, reference marks and symbols, see Item 500000.
ITEM 500000

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

| [R] | Reduction |
| [A] | Increase. |
| [C] | Denotes change in wording which results in neither increase nor reduction in charges. |
| [12] | Provisions of Note 12 will not apply in connection with this point or charge, as the case may be. |
| [a] | Add. |
| AQ | Any Quantity |
| ATA | American Trucking Association, Inc |
| [c] | Cancel |
| COD | Collect on Delivery. |
| C.T | Carriers Terminal |
| CY | County |
| ECMA | EC-MAC Motor Carriers Service Association, Inc. |
| [F] | NOT APPLICABLE on traffic moving under Rate Basis Numbers 1-24 and 2270-2291 of NPME 572 Series. |
| [G] | APPLICABLE ONLY on traffic moving under Rate Basis Numbers 1-24 and 2270-2291 of NPME 572 Series |
| KD | Knocked Down |
| KDF | Knocked Down Flat |
| Lbs | Pounds. |
| LTL | Less-than-truckload |
| M | Denotes Truckload Minimum Weight in thousand pounds indicated (See example): EXAMPLE: 24M means truckload minimum weight is 24,000 pounds. 6.5M means truckload minimum weight is 6,500 pounds |
| MAX. WT | Maximum weight per trailer |
| MIN. WT | Minimum Weight |
| (N) | Note(s). EXAMPLE: (N2) means (Note 2); (N2,12) means (Notes 2 and 12) |
| NMFC | National Motor Freight Classification |
| NPME | New Penn Motor Express, Inc. |
| TL | Truckload. |
| Via | By way of. |
| WT | Weight |

(The End)

For explanation of abbreviations, reference marks and symbols, see Item 500000.