

MC-154495, USDOT 191755

FREIGHT TARIFF

Naming

RULES, REGULATIONS

And Certain Accessorial And Other Rates and Charges

- Via All Motor and Intermodal Routes of
N & M Transfer Co., Inc. and N & M Nationwide, Inc.
Common, Contract and Broker Registrations

Applicable in connection with traffic governed by tariffs or contracts making reference to or otherwise incorporating or not excluding application of this Rules Tariff or in the absence of other governing provisions.

RULES TARIFF

For governing publications, see Item 25

Applies on Intrastate, Interstate, and Foreign Commerce

This tariff contains changes resulting in increases and reductions

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Issued by
Thomas J. Pawlacyk, CEO
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Neenah, Wisconsin 53956

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ITEM RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

* Pages revised on this date.

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N & M Transfer Co., Inc.

ICC NMTF 3000-A

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|------------------------|---|---|--------------------------------|------------------|-------------|------------------------|--|--------------------|----------------|--------------------------------|---------------|--|---|
| 1 (C) | <p>SCOPE OF OPERATIONS</p> <p>Rates and provisions named in this Tariff or as amended, extend in their application on all Intrastate, Interstate or Foreign Commerce to transportation, whether or not subject to 49 USC § 14101(b) transportation contract, whether or not incorporated therein by reference, provided or arranged by N & M Transfer Co., Inc., USDOT No. 191755, MC-154495 and N & M Nationwide, Inc., USDOT No. 268962, MC-178382 ("Carrier" or "N & M").</p> | | | | | | | | | | | | |
| 25 | <p>GOVERNING PUBLICATIONS</p> <p>This Tariff is governed, except as otherwise provided herein, by the following described Tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:</p> <table border="0"> <thead> <tr> <th align="left"><u>ICC Designation</u></th> <th align="left"><u>Title or Kind of Tariff</u></th> <th align="left"><u>Issued By</u></th> </tr> </thead> <tbody> <tr> <td>STB NMF 100</td> <td>Rules, Classifications</td> <td>National Motor Freight Traffic Association, Inc.</td> </tr> <tr> <td>ICC HGB 100 Series</td> <td>Mileage Guides</td> <td>Household Goods Carrier Bureau</td> </tr> <tr> <td>ICC ATA 111-D</td> <td>Hazardous Materials Zip Code Director</td> <td>American Trucking Assn., Inc. U. S. Postal Service</td> </tr> </tbody> </table> <p>In the case of inconsistency or ambiguity, this Rules Tariff shall take precedence. See Item 905.</p> | <u>ICC Designation</u> | <u>Title or Kind of Tariff</u> | <u>Issued By</u> | STB NMF 100 | Rules, Classifications | National Motor Freight Traffic Association, Inc. | ICC HGB 100 Series | Mileage Guides | Household Goods Carrier Bureau | ICC ATA 111-D | Hazardous Materials Zip Code Director | American Trucking Assn., Inc. U. S. Postal Service |
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| STB NMF 100 | Rules, Classifications | National Motor Freight Traffic Association, Inc. | | | | | | | | | | | |
| ICC HGB 100 Series | Mileage Guides | Household Goods Carrier Bureau | | | | | | | | | | | |
| ICC ATA 111-D | Hazardous Materials Zip Code Director | American Trucking Assn., Inc. U. S. Postal Service | | | | | | | | | | | |
| 30 | <p>APPLICATION OF TARIFF</p> <p>This Tariff shall be used in connection with tariffs and contracts for all transportation in Intrastate, Interstate or Foreign Commerce, whether or not subject to a 49 USC § 14101(b) transportation contract, whether or not this Tariff is incorporated therein by reference, provided or arranged by N & M Transfer Co., Inc., USDOT No. 191755, MC-154495 and N & M Nationwide, Inc., USDOT No. 268962, MC-178382 ("Carrier" or "N & M").</p> <p>Unless otherwise provided, rates are stated in cents per 100 pounds.</p> <p>Unless otherwise provided, rates include pick-up and delivery within the limits of the cities, towns or villages from and to which rates apply. See Item 50. Such service will only be performed by points directly accessible to carrier's vehicle and will be based on shipper load and count. See Items 225 and 365.</p> <p>In no case shall the charge for a lesser quantity of freight be more than the charges for a greater quantity of like kind of freight moving from and to the same points over the same route.</p> <p>If more than one commodity is listed in any rate item, the rates therein will apply in straight or mixed shipments.</p> | | | | | | | | | | | | |

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| 35 | <p style="text-align: center;">ADVANCING CHARGES</p> <p>Except as otherwise provided, no charge of any description will be advanced to shippers, owners, consignees or agents thereof, nor to any draymen or warehousemen, except for freight, demurrage, storage, cartage, insurance, custom fees, brokerage fees, duty charges or other expenses or charges incidental to the transportation of the shipment. Such charges as are advanced shall be in addition to all other applicable charges.</p> <p>No charges will be advanced on any shipment which, in the judgment of the carrier's agent at point of origin, would not at forced sale, realize the total amount of charges due at destination.</p> <p>When loading and/or unloading charges, incidental to pickup and/or delivery, have been paid by the carrier to long-shoremen, stevedores and/or other labor or for the use of equipment, such charges shall be in addition to all other charges provided for herein or in the transportation contract governing the shipment.</p> |
| 40 (N) | <p style="text-align: center;">ALTERNATIVE APPLICATION OF RATES AND WEIGHTS</p> <p>When different rates on the same article or articles are provided, the lowest charge will be applied.</p> |
| 50 | <p style="text-align: center;">APPLICATION OF COMMERCIAL ZONES</p> <p>Refer to carrier's service guide for direct service points.</p> <p>Except as otherwise provided, provisions of this tariff apply from or to all points in the commercial zone of the base point as defined at 48 CFR Part 372.</p> |
| 70 | <p style="text-align: center;">APPLICATION OF GOVERNING MILEAGE GUIDE</p> <p>Except as otherwise provided herein, distances shall be computed according to mileage guide referred to in Item 25 subject to paragraphs (A), (B), and (C) hereof</p> <p>(A) Where the shipper or consignee requests transportation of the shipment over a particular route longer than the shortest truck route, the mileage over the longer specified route will be used in determining charges.</p> <p>(B) If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highways or bridges, underpasses or other highway limitations, the mileage computed over the shortest route over which the vehicle transporting the shipment can move will be used in determining the charges.</p> <p>(C) When shipments move under special permits as required by or obtained from a municipal or state regulatory body or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used in determining the charges will be the mileage via the route specified in the special permit.</p> |

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| <p>125</p> <p>(C)</p> | <p style="text-align: center;">BILLS OF LADING</p> <p>(A) The name and address of only one shipper and one consignee and only one destination shall appear on a Shipping Order or Bill of Lading. When shipments are consigned to a place of which there are two or more of the same name in the same state, the name of the county must be shown.</p> <p>(B) Bills of Lading for shipments consigned "To order" will not be issued unless the name of the person, firm or corporation to whose order the shipment is consigned plainly shown thereon after the words "To order of."</p> <p>(C) Shipments moving under rates published in tariffs or named in 49 U.S.C. § 14101(b) or other transportation contract making reference hereto are governed by the Contract Terms and Conditions of the Uniform Straight Bill of Lading hereinafter set forth in Item 160, except as otherwise provided in a 49 U.S.C. § 14101(b) or other transportation contract.</p> |
| <p>130</p> <p>(C)</p> | <p style="text-align: center;">COLLECTION OF FREIGHT CHARGES</p> <p>The carrier will not deliver, nor relinquish, possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order or certified check, except where other arrangements have been made in accordance with the rules and regulations of the Federal Motor Carrier Safety Administration, 49 CFR Part 377 and successor publications thereof, and except as otherwise provided in a 49 U.S.C. § 14101(b) or other transportation contract which shall take precedence over the provisions of this Item. If upon inspection, it is ascertained that the article or articles shipped are not those described in the Bill of Lading, the tariff or transportation contract charges must be paid upon the article or articles actually shipped.</p> <p>Regardless of the means of payment, freight bills are due and payable to carrier at 630 Muttart Road, Neenah, WI 54956.</p> <p>Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America, or, if payment of charges is made in foreign currency, such payment must reflect the current rate of currency exchange on the date of shipment.</p> |
| <p>140</p> <p>(C)</p> | <p style="text-align: center;">COMBINATION OF ARTICLES</p> <p>When not specifically named in tariffs or in a 49 U.S.C. § 14101(b) or other transportation contract governed by this Tariff, articles which have been combined or attached to each other will be charged for at the rate for the highest rated article of the combination, the minimum weight will be the highest minimum weight provided for such highest rate. Where the volume or truckload rates are the same, the minimum weight will be the highest for any article in the combination.</p> |
| <p>145</p> | <p style="text-align: center;">CONSECUTIVE NUMBERS</p> <p>Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a dash "-", they will be understood to include both the numbers shown, and the intervening numbers.</p> |

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

160
(C)

**CONTRACT TERMS AND CONDITIONS
FOR TRANSPORTATION OF FREIGHT GENERALLY**

Freight accepted and received by carrier, subject to individually determined rates or 49 USC § 14101(b) or other transportation contract between carrier and shipper, if and to the extent applicable, supplemented or otherwise to rules, rates and charges, and classifications that have been established by carrier, herein, and available to shipper on request, in apparent good order (contents and condition of contents of packages unknown except as described by shipper), subject to the terms, conditions and limitations specified herein and as stated, generally, in this Item 160:

SECTION 1 - CARRIER LIABILITY:

- (A) Where the rate and carrier's liability is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding ten dollars (\$10.00) per pound."
- (B) CARRIER LIABILITY for loss or damage will be the lesser of (1) the actual invoice value of the commodities or article(s) lost, damaged or destroyed; or (2) the amount determined from applicable limited liability provisions of the NMFC; or (3) the limits provided by contract, if applicable; or (4) carrier's governing tariffs, unless Excess Declared Value Coverage* is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and applicable charges are paid. Carrier's 3000 series rules tariff is incorporated herein by this reference; please carefully review the tariff to determine the applicable limits of liability for the type of articles being shipped. *Certain articles are subject to a limited declared value, with a choice of rates under the tariff; please review the tariff provisions before stating a value. Shipper requests Excess DECLARED VALUE COVERAGE IN THE AMOUNT OF \$_____.
- (C) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2 (e) of NMFC Item 360.

N&M shall have no liability or responsibility whatsoever in connection with this bill of lading if the shipper did not tender the shipment to N&M or its agent.

SECTION 2 - SHIPPER CERTIFICATION

This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SECTION 3 - SHIPMENT RECEIVED

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request, the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown above, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including conditions on the back hereof, which are hereby agreed to by the shipper and accepted for itself and its assigns. Where a third party bill to or broker exists, carrier holds both the shipper and consignee liable for freight charges.

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| <p>160</p> <p>(C)</p> <p>Continued</p> | <p>SECTION 4 - TERMS AND CONDITIONS</p> <p>(A) (1) The carrier or the party in possession of any of the property described in this bill of lading shall be liable at common law for any loss thereof or damage thereto, except as hereinafter provided.</p> <p>(2) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by and Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.</p> <p>(B) Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.</p> <p>(C) (1) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.</p> <p>(2) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.</p> <p>(3) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.</p> <p>(4) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.</p> <p>(D) (1) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.</p> |

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| <p>160 Continued</p> | <p>(2) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipments for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining, after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.</p> <p>(3) Where carrier has attempted to follow the procedure set forth in subsection 4(D)(1) and 4(D)(2) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.</p> <p>(4) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.</p> <p>(E) (1) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.</p> <p>(2) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.</p> <p>(F) Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of the nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.</p> <p>(G) (1) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.</p> <p>(2) Notwithstanding the provisions of subsection (A) and (B) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S. C. Article 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.</p> <p>(3) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.</p> |

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|---------------------------------|---|
| <p>160 Continued</p> | <p>(H) If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.</p> <p>(I) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.</p> |
| <p>161 NEW (C)</p> | <p>BILL OF LADING, LETTER OF AUTHORITY AND FREIGHT BILL CORRECTIONS (Exception to NMFC Item 360)</p> <p>(A) Carrier's transportation services are governed by the N&M bill of lading terms and conditions as shown in Item 160 of this rules tariff, unless modified by the rules and charges published in this tariff, or covered in a separate agreement between the Shipper and Carrier. A bill of lading form provided by N&M Freight, either as a hard copy form or through the use of its web site resources meets the requirements of the Uniform Straight Bill of Lading for these purposes. If a Shipper elects to use a non-authorized bill of lading contract or other form of freight receipt, such non-authorized forms are not contracts of carriage and Carrier will not be subject to its terms and conditions. The terms and conditions of the N & M bill of lading and or this Tariff shall apply and govern.</p> <p>(B) Where a bill of lading issued by the Shipper is a non-authorized form, a driver or other carrier signature will acknowledge receipt of the freight only. Carrier driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the Uniform Straight Bill of Lading terms and conditions. Continued use of unauthorized bills of lading by Shipper does not constitute an implied acceptance or ratification by Carrier.</p> <p>(C) When the bill of lading does not indicate which party (Shipper, Consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the party identified as the shipper on the bill of lading, or its agent.</p> <p>(D) Movement of property as part of a continuous movement that has been or will be transported by an air, ocean or rail carrier will be subject to the terms and conditions of the N&M bill of lading together with any applicable tariffs, released rates or limits of liability. On a through bill of lading which anticipates movement by another mode of carriage, the Shipper authorizes Carrier to act as its agent to sign any additional bill of lading as Shipper's agent and Shipper will be bound by the lowest limitation of liability under the applicable bill unless the Shipper agrees in writing to seek full liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting carrier not offer full liability coverage when requested by the Shipper in writing, Carrier shall be authorized to obtain the highest liability coverage offered by the connecting carrier and Shipper will be responsible for the applicable freight charges.</p> |

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| <p>161 Continued</p> | <p>(E)</p> <p>CBOL and/or LOA will not be accepted:</p> <ol style="list-style-type: none"> (1) To change the released, declared or actual value of the commodity on the freight bill. (2) To change the weight, commodity, cubic feet or density after freight has delivered, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof. (3) To change a shipper name/address or a consignee name/address after freight has been delivered. <p>Note 1. A CBOL is a bill of lading with changes that replaces the original. An LOA is a letter or written instructions requesting changes on company letterhead and will complement a bill of lading or CBOL.</p> <p>Note 2. This item is not applicable on shipments originating in Canada to the extent these provisions are inconsistent with Canadian laws.</p> |
| <p>165 NEW (C)</p> | <p style="text-align: center;">CONTRACT TERMS AND CONDITIONS – FULL TRAILER LOAD DEFINITIONS OF DELIVER TO, ACCEPTANCE AND DELIVERY BY CARRIER</p> <p>Acceptance by Carrier, Shipper Load and Count:</p> <p>"Deliver to and acceptance by carrier" of a tendered shipment means and occurs when, whichever occurs later: (a) Carrier signs the bill of lading or other receipt acknowledging carrier's acceptance of the shipment, with or without exceptions; (b) carrier's power unit is connected to a sealed trailer or container tendered to carrier, whether or not the trailer or container has been sealed by shipper; and/or (c) carrier's power unit is connected to the trailer or container and the doors of the trailer or container are closed and sealed, whether by shipper or carrier.</p> <p>Delivery by Carrier:</p> <p>"Delivery by carrier" means and occurs at the location specified for delivery of the shipment, when, whichever occurs earlier: (a) per request of consignee or consignee's agent, carrier drops the trailer or container and disconnects carrier's power unit; (b) carrier opens doors and spots trailer or container for consignee unloading; and/or (c) consignee or consignee's agent signs the delivery receipt, with or without exceptions.</p> |
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| <p>166 NEW (C)</p> | <p style="text-align: center;">CONTRACT TERMS AND CONDITIONS – FULL TRAILER LOAD, CONSIGNOR-SHIPPER RESPONSIBILITY FOR LOADING, CONSIGNEE UNLOADING</p> <p>Unless expressly agreed in writing (see Item 250), consignor, shipper or shipper’s agent or designee (<i>i.e.</i>, any person who initiates the shipment) (“Shipper”) shall load all shipments and/or trailerloads subject to “shipper load and count” terms (“SLC”), with or without any notation to that effect on the bill of lading, receipt or other shipping document and regardless of any purported opportunity for carrier or carrier’s driver to ascertain the count or condition of the lading and notwithstanding inspection of the load for securement by carrier’s driver.</p> <p>“Shipper load and count” includes, but is not limited to, Shipper’s responsibility: (a) to make the final determination prior to loading, by visual inspection, of the suitability, as to cleanliness and other relevant conditions, of carrier’s trailer for transportation of the lading; and (b) for temperature-controlled shipments, to assure pre-cooling or any other Shipper temperature requirements are maintained during loading. Inspection of loading by carrier’s driver for securement does not relieve Shipper of the burden of responsibility for all components of SLC terms.</p> <p>For shipments requiring temperature control: (a) Shipper shall specify to carrier, in writing, the temperature or temperature range to be maintained during the transportation including, if applicable, any requirement that the temperature control unit be set to “continuous” operation; and (b) consignee or other person designated to unload the shipment or trailerload shall carry out, and if requested shall demonstrate that it has carried out, unloading consistent with maintaining Shipper’s temperature control specifications.</p> |
| <p>167 NEW (C)</p> | <p style="text-align: center;">CONTRACT TERMS AND CONDITIONS – FULL TRAILER LOAD SEALS AND SECUREMENT</p> <p>Shipper’s tender of a Shipper sealed trailer or container or Shipper policies or conditions at Shipper’s loading locations which make inspection of loading by carrier’s driver impracticable constitute Shipper’s assurance that the cargo in the trailer or container is adequately packaged and secured for transportation on the public highways, free from visible and latent or concealed defects.</p> |
| <p>169 NEW (C)</p> | <p style="text-align: center;">CARRIER’S RIGHT TO BROKER SHIPMENTS</p> <p>N & M reserves the right, for any reason or no reason, and shipper authorizes N & M, to broker any shipment. Absent inconsistent or expressly superseding transportation contract terms, ICC NMTF 3000 series shall apply to such brokered shipments.</p> |
| <p>170 NEW (N)</p> | <p style="text-align: center;">DEFINITION, LOADED MILES</p> <p>The term “Loaded Miles” when used herein will be those miles traveled by the vehicle used in performing the transportation service from the points of origin to the final destination via the stop-off point, or points (if any).</p> |

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| 175 | <p style="text-align: center;">DEFINITION, SHIPMENT</p> <p>A shipment is a quantity of freight received from one shipper, at one point of origin, or from places within a single plant, at one time for one consignee at one destination and covered by one Bill of Lading or written Shipping Order, for transportation in one vehicle, unless otherwise provided.</p> <p>LTL Shipment: A quantity of freight which is not subject to truckload rates or minimum weights.</p> <p>TL Shipment: A shipment for which truckload rates or minimum weights are provided.</p> <p>Truck: As used herein, a truck is a tractor, trailer or semitrailer.</p> <p>Exclusive use: A specialized service requested in writing by the shipper which is transported along by the carrier and not co-mingled with another lading.</p> |
| 177 | <p style="text-align: center;">DEFINITION, CAPACITY LOAD</p> <p>When any straight or mixed shipment is tendered and occupies the full visible capacity of a vehicle, the charge for that quantity of freight loaded in or on each vehicle (loaded to full visible capacity) shall be subject to a charge of \$1,500.00. Capacity load or loaded to capacity shall mean (1) that quantity of freight which because of unusual shape or dimensions or because of necessity for separation from other freight requires the extra capacity of a vehicle of (2) that quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle. Note: When this item is used, the carrier freight bill shall state "Loaded to Full Visible Capacity."</p> |
| 180 New (C) | <p style="text-align: center;">ACCESSORIAL CHARGES SUMMARY</p> <p style="text-align: center;">Note: "Pass through" means charges assessed to the shipment or Carrier are passed through to the payor of the freight charges.</p> <p>Air Freight / Air Freight Forwarder (See Item 205): \$30.00 per shipment.</p> <p>C.O.D. Charge: 3% of C.O.D. check amount; \$15.00 minimum charge.</p> <p>Corrected Bill of Lading (see Item 161): \$35 if a corrected invoice is required due to incorrect Bill of Lading.</p> <p>Delivery – Inside; \$3.00 per cwt; \$35.00 minimum charge.</p> <p>Delivery – Notification Prior to Delivery: \$15.00 per appointment.</p> <p>Delivery – Re-Delivery (See Item 350): \$3.00 per cwt; \$35.00 minimum charge.</p> <p>Delivery – Residential (See Item 330): \$40.00 per shipment, including Notification Charge.</p> |
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| <p>180 New (C) Continued</p> | <p>Delivery – Same Day: See N&M Expedited.</p> <p>Delivery – Sort & Segregate (see Item 380): \$0.20 per carton or \$1.75 per cwt, whichever is greater; \$35.00 minimum charge.</p> <p>Deliver – Weekend: Regular rate plus “special quote.”</p> <p>Detention – LTL: \$80.00 per hour after 1 hour free time.</p> <p>Detention – Trailers with Power Units (see Item 185): <i>Alotted time:</i> 1 hour loading; 1 hour unloading <i>Charge:</i> \$20.00 per 15 minute increment after expiration of allotted load/unloading time. Layover charges will apply after 5 hours.</p> <p>Detention – Trailers without Power Units (see Item 190): <i>Alotted time:</i> 8 hours loading; 8 hours unloading <i>Charge:</i> \$50 per day after expiration of allotted time. Repositioning of equipment charges will apply.</p> <p>Diversion Chart – LTL (See Item 200): Regular rates.</p> <p>Extra Driver (Team Driver) (See Item 405): Additional 10% surcharge applied to line haul charges.</p> <p>Hazmat Handling – LTL (See Item 255): \$15.00 per shipment.</p> <p>HazMat Handling – Full Trailer Load (See Item 255): 15% surcharge on line haul rate or \$75.00 whichever is greater; 100%, in the event of erroneous, incomplete or withheld HazMat shipping documentation. Pass through of railroad fees and/or fines, as assessed to the shipment.</p> <p>Lift Gate Service (See Item 258): \$45.00 per ???.</p> <p>Loading and/or Unloading – Full Trailer Load (See Item 250): 100% of lumper costs pass through.</p> <p>Minimum Charge – LTL (See Item 260): Per regular rates.</p> |

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| <p>180 New (C) Continued</p> | <p>Proof of Delivery / Bill of Lading Charge – LTL: None.</p> <p>Protection from Freezing – LTL (See Item 340): \$1.50 per cwt; \$30.00 minimum charge.</p> <p>Railroad Surcharges: Any surcharges in addition to the rate will be passed through. \$55.00, plus freight charges.</p> <p>Reconsignment and Diversion – Full Trailer Load (see Item 345): \$2.00 per reconsigned mile plus Fuel Surcharge and a \$350 charge.</p> <p>Redelivery – Full Trailer Load (see Items 350 and 360): \$2.00 per reconsigned mile plus Fuel Surcharge, subject to \$225.00 minimum charge.</p> <p>Repositioning of Equipment: \$2.00 per mile for locating and/or retrieving, plus fuel surcharge or line haul rate whichever is higher; \$2.00 per mile to subsequent load, plus fuel surcharge or line haul rate whichever is higher.</p> <p>Reconsignment – LTL (See Item 345):</p> <p>Returned, Undelivered Shipment (See Item 360): Negotiated by occurrence, subject to Special Quote.</p> <p>Right to Broker Shipments See Item 169.</p> <p>Single Shipment Charge: None.</p> <p>Special Quotes: Contact Bill Schneider or Mike Roth.</p> <p>Stop-offs – Truck Load (excluding initial pickup and final delivery) (See Items 370 and 400): Stop 1 \$100, stop 2 \$150, stop 3 and after \$225.</p> <p>Storage Charge: \$10.00 per skid per week, regular freight; high value, special size, etc., Special Quote.</p> <p>Tolls – Full Truck Load: Increases in toll costs (occurring after date of base rate) will be pass through.</p> <p>Truck Ordered but Not Used (TONU) (See Item 390): \$75.00 per occurrence, interstate and intrastate other than Wisconsin; \$50.00, Intrastate Wisconsin.</p> <p>Late Fees: Late fee costs or other charges assessed to the shipment or to Carrier pass on through directly to customer at actual amount incurred.</p> <p>Weekly Billing Summary: \$50 administrative fee will be assessed when summary billing statement is required by payor of the freight charges.</p> |

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| <p>185</p> <p>(C)</p> | <p style="text-align: center;">DETENTION – VEHICLES WITH POWER UNITS</p> <p>This item applies when carrier’s vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:</p> <p><u>SECTION 1 - GENERAL PROVISIONS:</u></p> <p>(A) For the purposes of this item, the term truckload rates shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.</p> <p>(B) This item applies only when vehicles are delayed or detained at the premises of pick-up or delivery, including stop-offs, and only when such delay or detention is not attributable to the carrier.</p> <p>(C) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.</p> <p>(D) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading the party responsible for the payment of the freight charges will be responsible for any accrued detention. (See Note A.)</p> <p>(E) When carrier’s employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.</p> <p>(F) Nothing in this item shall require a carrier to pick-up or deliver freight at hours other than the carrier’s normal business hours. This shall not be construed to restrict a carrier’s ability to accept pick-up and delivery scheduled at hours other than its normal business hours.</p> <p><u>SECTION 2 - DEFINITIONS:</u> The following general definitions will apply when the below terms are used in this item:</p> <p>(A) “Vehicle” means straight trucks or tractor-trailer combinations used for the transportation of property.</p> <p>(B) “Loading” includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.</p> <p>(C) “Unloading,” for the purposes of detention only, includes:</p> <ol style="list-style-type: none"> (1) Surrender of the Bill of Lading to the carrier on shipments billed “To Order”. (2) Payment of lawful charges to the carrier when required prior to delivery of the shipment. (3) Notification to the carrier that vehicle is unloaded. (4) Signing of the delivery receipt. |

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| <p>185 (C) Continued</p> | <p>(D) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.</p> <p>(E) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.</p> <p>(F) "Normal non-working periods" means meal, coffee, and rest breaks.</p> <p>G) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.</p> <p><u>SECTION 3 - COMPUTATION OF TIME:</u></p> <p>(A) Commencement and Termination:</p> <p>(1) Arrival time shall be written or stamped on the bills and signed or initialed by carrier's representative and a responsible representative of consignor, consignee, or other designated party ("Customer") at the premises of pick-up or delivery on arrival of the vehicle for loading or unloading. If Customer's representative fails or refuses to enter the arrival time or enters and incorrect time, then carrier's representative shall enter the arrival time and/or confirm the arrival time by contemporaneous electronic communication to carrier's dispatch, and such arrival time shall be binding upon all parties. If Customer has arranged therefor, carrier will provide to Customer pre-notification of the commencement of chargeable detention time.</p> <p>(2) Time shall end upon completion of loading or unloading except as provided for in paragraph (C) of this section. Release time shall be written or stamped on the bills and signed or initialed by carrier's employee representative to and a responsible representative of the Customer. If the Customer's representative fails or refuses to enter the release time or enters an incorrect time, then carrier's representative shall enter the release time within 60 minutes thereof by electronic communication to carrier's dispatch, and such release time will Such arrival time shall be binding upon each all parties.</p> <p>(B) Prearranged Scheduling:</p> <p>(1) Subject to the provision of this item and upon reasonable request of the Customer, carrier will without additional charge enter into a prearranged schedule for arrival of the vehicle for loading or unloading.</p> <p>(2) When the carrier enters into a prearranged schedule with the Customer for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, the carrier and Customer have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against the Customer from carriers actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time. In no case shall such extended free time exceed 60 minutes.</p> <p>(3) If carrier's vehicle arrives prior to scheduled time, times shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.</p> |

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| <p>185</p> <p>(C)</p> <p>Continued</p> | <p>(C) Conditions Governing and Computation of Time:</p> <p>(1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pick-up or delivery. If carrier is permitted to work this period, such working time shall also be included.</p> <p>(2) When loading or unloading is not completed at the end of normal business hours at the designated place, Customer shall have the option;</p> <p>(a) To request that the vehicle without power remain at its premises subject to the provisions of Section 4 (D); or</p> <p>(b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading, the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.</p> <p>(3) If carrier's driver interrupts loading or unloading by the taking of any normal non-working periods, any such time will be excluded from the computation of time in excess of allotted free time.</p> <p>SECTION 4 - ALLOTTED FREE TIME :</p> <p>(A) For allotted free time, see Item 180, "Detention – Trailers with Power Units.</p> <p>(B) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:</p> <p>(1) If the change is requested and made before the expiration of free time for a vehicle with power, allotted free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further allotted free time allowed.</p> <p>(2) If the change is requested and made after the expiration of allotted free time for a vehicle with power, allotted free time and detention changes will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.</p> <p>(C) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, allotted free time for loading shall not begin until allotted free time for unloading has elapsed.</p> <p>(D) Loading or unloading at more than one site at or on the premises of Customer shall constitute one vehicle stop.</p> <p>SECTION 5 - CHARGES:</p> <p>See Item 180, "Detention – Trailers with Power Units.</p> |

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| <p>185 (C) Continued</p> | <p>SECTION 6 - RECORDS: A written record of the following information must be maintained by the carrier on all truckload shipments, and such records must be kept available at all relevant times:</p> <ul style="list-style-type: none"> (A) Name and address of consignor, consignee, or other party at whose premises freight is located or unloaded; (B) Identification of vehicle tendered for loading or unloading; (C) Date and time of notification of arrival of the vehicle for loading or unloading; (D) Date and time loading or unloading is begun; (E) Date and time loading or unloading is completed; (F) Date and time vehicle is released by Customer at place of pickup or delivery after loading or unloading is completed; (G) Actual time of nonworking periods; (H) Total actual weight of shipment or shipments loaded or unloaded; (I) Whether vehicles are tendered under a prearranged schedule for loading or unloading; (J) Date and time specified for vehicles tendered under a prearranged schedule; (K) Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to. <p>NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.</p> <p>NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.</p> |
| <p>190</p> | <p>DETENTION – VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS</p> <p>NOTE: 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 (“Customer”), or as close thereto as conditions will permit, subject to the following provisions:</p> <p>SECTION 1 - GENERAL PROVISIONS:</p> <ul style="list-style-type: none"> (A) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of Customer, or as close thereto as conditions will permit. (B) Loading or unloading will be performed by Customer. When carrier’s driver assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading “Shipper Load and Count” applies regardless of notation on the Bill of Lading. (C) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is accepted by the carrier. |
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| <p>190 Continued</p> | <p>(D) Carrier responsibility for safeguarding shipments in trailers spotted under the provisions of this item shall when Customer's allotted free time begins.</p> <p>(E) Allotted free time for each vehicle will be as provided in Section 3. After the expiration of allotted free time, charges will be assessed as provided in Section 4.</p> <p>(F) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.</p> <p>(G) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal 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.</p> <p>SECTION 2 - DEFINITIONS: The following general definitions will apply when the below terms are used in this item:</p> <p>(A) "Vehicle" means tractor-trailer combinations used for transportation of property where:</p> <ol style="list-style-type: none"> (1) "Trailer" means mobile units used to transport property; (2) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways. <p>(B) "Loading," for the purposes of detention only, includes:</p> <ol style="list-style-type: none"> (1) Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier. (2) Notification to the carrier that the vehicle is loaded and ready for forwarding. <p>(C) "Unloading," for the purposes of detention only, includes:</p> <ol style="list-style-type: none"> (1) Surrender of the Bill of Lading to the carrier on shipments billed "To Order". (2) Payment of lawful charges to the carrier when required prior to the delivery of the shipment. (3) Notification to the carrier that vehicle is unloaded and ready for forwarding. (4) Signing of delivery receipt or record of spotting the trailer, whichever occurs earlier. <p>(D) "Premises" means the entire property at or near the physical facilities of the Customer.</p> <p>(E) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.</p> <p>(F) "Spotting" means the placing of a trailer at a specific site designated by the Customer, detaching the trailer and leaving the trailer in full possession of Customer unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification, pursuant to Section 3, that the trailer is ready for pick-up at any site on premises. Customer may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer for the consignor's premises to the specific site for spotting shall be the obligation of the carrier and free time shall accrue as provided in Section 3.</p> |

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| <p>190</p> <p>Continued</p> | <p>SECTION 3 - COMPUTATION OF FREE TIME:</p> <p>(A) Commencement of Spotting and Allotted Free Time:</p> <ol style="list-style-type: none"> (1) For spotted trailer allotted free time, see Item 180, "Detention – Trailers Without Power Units". For trailers spotted for unloading, such time shall commence at 9:00 a.m. the day following placement of the trailer at the site designated by consignee or other designated party. For trailers spotted for loading, such time shall commence at 9:00 a.m. the day following placement at the site specifically designated by the consignor or party designated by consigner. (2) When any portion of the twenty-four (24) hour free time extends into a Saturday, Sunday, or Holiday (national, state, or municipal), the computation of time for such portion shall resume at 12:00 a.m. on the next day which is neither a Saturday, Sunday or Holiday. (3) Allotted free time shall not begin on a Saturday, Sunday, or Holiday (national, state, or municipal), but at 9:00 a.m. on the next day which is neither a Saturday, Sunday or Holiday. (4) When a trailer is both unloaded and reloaded, such transaction will be treated independently of the other, except that when unloading is completed, allotted free time for loading shall begin until allotted free time for unloading has elapsed. <p>(B) Termination of Spotting and Notification:</p> <ol style="list-style-type: none"> (1) Customer shall notify carrier when loading or unloading has been completed and the trailer is available for pick-up. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives such notification. Notification by telephone if convenient and practical, otherwise via electronic means shall be given by Customer at Customer's own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pick-up. If notification is by telephone, carrier may require written confirmation. (2) When a spotted trailer is changed to a vehicle with power at the request of Customer, the allotted free time and detention charges will be applied as follows: <ol style="list-style-type: none"> (a) If the change is requested and made before the expiration of free time for a spotted trailer, allotted free time will cease immediately at the time the request is made, and detention charges for vehicles with power, Item 185, will immediately commence with no further free time allowed. (b) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power, Item 185, with no further free time allowed. |

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| <p>190 Continued</p> | <p>C) Prearranged Scheduling:</p> <p>(1) Subject to the provisions of this item and upon reasonable request of Customer, carrier will without additional charge enter into a prearranged schedule for the arrival of trailers for spotting.</p> <p>(2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.</p> <p>(3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.</p> <p>SECTION 4 - CHARGES:</p> <p>(A) <u>General Detention Charges</u>: See Item 185, "Detention – Trailers Without Power Units.</p> <p>(B) <u>Delay in Trailer Pick-Up Charge</u>: No additional charge will be made for picking up trailers spotted under this item when such pick-up can be performed within thirty (30) minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than thirty (30) minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in this item.</p> <p>(C) <u>Strike Interference Charge</u>: When, because of a strike of its employees, it is impossible for Customer to make available for movement by carrier any partially loaded or empty trailers detained on their premises, detention charge per Item 185, "Detention – Trailers Without Power Units", per trailer will be made following expiration of allotted free time. Saturday, Sundays, and Holidays shall be included after the 4th day of charges.</p> <p>SECTION 5 - RECORDS: A written record of the following information must be maintained by the carrier on all spotted trailers, and such a record must be kept available at all relevant times:</p> <p>(A) Name and address of consignor, consignee, or other party at whose premises the trailer is spotted;</p> <p>(B) Identification of spotted trailer;</p> <p>(C) Date and time of arrival of the trailer for spotting;</p> <p>(D) Date and time notification that the spotted trailer is ready for pick-up was received by carrier;</p> <p>(E) Date and time of arrival and departure of power unit for pick-up;</p> <p>(F) The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;</p> <p>(G) Whether trailers are spotted under a prearranged schedule;</p> <p>(H) When trailers are spotted under a prearranged schedule, the date and time specified therefor.</p> <p>NOTE: For the purposes of this item the terms spotting and dropping are considered to be synonymous and are used interchangeably.</p> |

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| <p>200</p> <p>(C)</p> | <p style="text-align: center;">DIVERSION OF RECONSIGNMENT</p> <p>Upon request of shippers or consignee, carrier will attempt to accomplish diversion or reconsignment of any shipment, subject to the following provision.</p> <p>(A) Diversion or reconsignment will include any or all of the following: Change in name of consignee; change in address of consignee; change in destination of shipment.</p> <p>(B) The diversion or reconsignment instructions must be confirmed in writing.</p> <p>(C) The party requesting diversion or re-consignment shall assume all administrative expenses incurred by the carrier in attempting to effect the diversion or reconsignment of the shipment regardless of whether or not its efforts are successful.</p> <p>(D) Item 180, "Reconsignment and Diversion" charges shall apply. I.</p> |
| <p>205</p> | <p style="text-align: center;">AIR FREIGHT ACCESSORIAL CHARGE</p> <p>The following Air Freight assessorial charge will apply to all air freight shipments picked up by N&M Transfer for delivery to airlines, air freight forwarders, brokers, warehouses or 3rd parties. This charge is the result of security enhancements, certifications, delays and technology enhancements required to transport air freight shipments in accordance with TSA standards.</p> |
| <p>210</p> <p>NEW</p> <p>(N)</p> | <p style="text-align: center;">GOODS INTENDED FOR CONSUMPTION BY HUMANS OR ANIMALS</p> <p>Shipments of Food, Food-Related Products, Medical Supplies, Drugs, Toiletries and other items of Human or Animal Consumption or Use:</p> <p>N&M Transfer shall not be liable for loss or damage for any alleged contamination or infestation unless Shipper can demonstrate by clear and convincing evidence that there has been actual damage, contamination or infestation and it was caused by N&M Transfer's negligence or willful misconduct. Transportation of such goods without a lock or seal on the trailer door does not constitute clear and convincing evidence of actual contamination or infestation.</p> <p>For shipments of food, food-related products, medical supplies, toiletries or drugs for human or animal consumption or use, Shipper is responsible for ensuring that packaging is sufficient to protect such goods from damage due to prolonged exposure to sunlight, heat cold or precipitation or co-loading with shipments of chemicals, food or other products in the normal course of LTL handling and transportation.</p> |

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| 225 | <p align="center">HANDLING NOT ADJACENT TO VEHICLE</p> <p>When requested by shipper or consignee and carrier elects to do so, shipments or portions thereof may be moved from or to positions beyond the immediately adjacent Loading or unloading position (note 1) at charges indicated below. However no such service will be performed at floors above or below street level or dock level unless elevator or escalator facilities and labor to operate same are provided at no cost to the carrier.</p> <p>When delivery is requested at a position other than same level as trailer floor, the charge will be:</p> <table align="center"> <tr> <td>Charge in Cents Per 100 Pounds</td> <td>Minimum Charge in Cents Per Shipment</td> </tr> <tr> <td>300</td> <td>3500</td> </tr> </table> <p>Note 1: The adjacent loading or unloading positions are those shipper or consignee trailer floor level dock areas immediately adjacent to the vehicle and is an area not more than 25 feet from the rear of the trailer. Nothing in this item shall be construed as obligating carrier to perform this service.</p> | Charge in Cents Per 100 Pounds | Minimum Charge in Cents Per Shipment | 300 | 3500 |
| Charge in Cents Per 100 Pounds | Minimum Charge in Cents Per Shipment | | | | |
| 300 | 3500 | | | | |
| 230 | <p align="center">IMPRACTICABLE OPERATIONS</p> <p>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:</p> <ul style="list-style-type: none"> (A) The condition of roads, streets, driveways, alleys, or approaches thereto. (B) Inadequate loading or unloading facilities. (C) 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. | | | | |
| 240 (Canceled) (C) | <p>LOADED IN BINS, ON PALLETS (see Note 2), PLATFORMS, OR SKIDS</p> <p>Canceled.</p> | | | | |
| 250 (N) | <p align="center">LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE</p> <p>Rates are subject to the requirement that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following provisions:</p> <ul style="list-style-type: none"> (A) In order to avoid this requirement, the Bill of Lading and Shipping Order covering the shipment must contain a notation that carrier is to load and/or unload the shipment, as the case may be and such shipment shall be subject to the applicable accessorial charge or charges for loading and/or unloading. (B) The loading and/or unloading, as the case may be, of the freight must be performed by the shipper or consignee at his expense, without any assistance from the carrier. The carrier employee and power unit is to be released while loading and/or unloading is performed. At carrier's option the carrier employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading. | | | | |

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| <p>250 (N) Continued</p> | <p>(C) Charges for vehicle spotting, switching or any other charges associated with loading, unloading, or vehicle placement will not be the responsibility of carrier on shipments subject to this rule.</p> <p>(D) On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.</p> <p>(E) In the event the shipment is stopped off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading, as the case may be.</p> <p>(F) If, for any reason, the consignor or any party tendering any portion of this shipment refuses to perform the loading, or the consignee or any party receiving any portions of the shipments refuses to perform the unloading, the rate will not apply and rates and/or accessorial charge otherwise published will be assessed.</p> <p>(G) Shipments and trailers or containers loaded by consignor are accepted by carrier subject to shipper load and count terms. See Item 166 herein.</p> |
| <p>255</p> | <p style="text-align: center;">HAZARDOUS MATERIALS</p> <p>Carrier may accept shipments of hazardous materials or hazardous substances subject to all requirements of the U.S. Department of Transportation and the Environmental Protection Agency governing transportation of such commodities. Shipper shall comply with all governmental requirements including but not limited:</p> <p>To any special labeling, packaging requirements and bill of lading descriptions. When tendered by shipper and accepted by carrier, such shipments shall be subject to an additional charge of \$10.00 per shipment.</p> <p>Note 1: If carrier must purchase special permits for transportation movement, carrier will purchase such permits and collect the purchase price plus a service fee of \$15.00 for each permit purchased.</p> <p>Note 2: Any fines or penalties imposed on carrier as a result of shipper's failure to meet regulatory requirements will be charged back to the shipper.</p> <p>Note 3: The per shipment charge accruing under this item will be collected from the party responsible for payment of the line haul freight charges.</p> <p>Note 4: Nothing in this rule shall obligate carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of carrier's operating authority. No shipments of hazardous waste (defined by CFR 49, § 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under section CFR 49, §§ 173.422 and 173.424) will be accepted for transportation.</p> <p>Note 5: Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by carrier before shipment.</p> |
| <p>258</p> | <p style="text-align: center;">LIFTGATE SERVICE</p> <p>Any shipment requiring a liftgate service will be assessed a charge of \$45.00 each, per pickup and/or delivery.</p> |

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| 260 | <p style="text-align: center;">LOW DENSITY SHIPMENTS MINIMUM CHARGE</p> <p>Minimum charge on low density shipments: Commodities requiring unusually large amounts of trailer space will be subject to the following minimum weights:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Percentage of Trailer Used</u></th> <th style="text-align: center;"><u>Minimum Weight Applicable</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">25%</td> <td style="text-align: center;">10,000 pounds</td> </tr> <tr> <td style="text-align: center;">50%</td> <td style="text-align: center;">20,000 pounds</td> </tr> <tr> <td style="text-align: center;">75%</td> <td style="text-align: center;">30,000 pounds</td> </tr> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">40,000 pounds</td> </tr> </tbody> </table> <p>Note 1: Carrier shall reserve the right to make any determination of actual space occupied.</p> <p>Note 2: When this item is used, carrier's freight bill shall state "shipment" handled subject to provisions of Item 610 of Tariff ICC NMTF 3000.</p> | <u>Percentage of Trailer Used</u> | <u>Minimum Weight Applicable</u> | 25% | 10,000 pounds | 50% | 20,000 pounds | 75% | 30,000 pounds | 100% | 40,000 pounds |
| <u>Percentage of Trailer Used</u> | <u>Minimum Weight Applicable</u> | | | | | | | | | | |
| 25% | 10,000 pounds | | | | | | | | | | |
| 50% | 20,000 pounds | | | | | | | | | | |
| 75% | 30,000 pounds | | | | | | | | | | |
| 100% | 40,000 pounds | | | | | | | | | | |
| 265 | <p style="text-align: center;">MIXED SHIPMENTS LTL</p> <p>On a mixed less-than-truckload shipment consisting of two or more articles subject to different rates or ratings, the charge for each article shall be at the respective LTL rate applicable to the aggregate weight of entire shipment on the actual weight of the article. Any deficit in weight will be charged for at the rate applicable to the lowest rate on any article in the entire shipment.</p> | | | | | | | | | | |
| 280 | <p style="text-align: center;">NOTIFICATION PRIOR TO DELIVERY</p> <p>When carrier is requested or required to notify consignee as a condition prior to delivery, a charge of \$15.00 will be assessed.</p> <p>Note: This charge does not apply when the consignee is located at a private residence, apartment, camp (other than military) or dormitory. (See, Item 330.)</p> | | | | | | | | | | |
| 300 (C) | <p style="text-align: center;">OVERFLOW RULE</p> <p>TRUCKLOAD SHIPMENTS</p> <p>(A) A separate Bill of Lading and Shipping Order must be used for each truckload shipment, and except as otherwise provided in paragraph (B) of this part, in no case may a single truckload shipment exceed the carrying capacity (Note A) of the vehicle used.</p> <p>(B) When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, the excess will be assessed freight charge based on its actual weight or applicable truckload minimum weight, whichever is greater, at the applicable truckload rate.</p> <p>NOTE A: The term "carrying capacity" of freight shall be considered to mean:</p> <ol style="list-style-type: none"> (1) The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or (2) The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight require the entire capacity of a standard vehicle; or (3) The quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies. | | | | | | | | | | |

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| 310 (C) | <p align="center">OVERDIMENSION FREIGHT</p> <p>Shipments of commodities of unusual length, width and/or height are limited to the internal capacity of the trailer, absent special arrangement and rate quote.</p> |
| 325 (C) | <p align="center">PICK-UP AND DELIVERY SERVICE</p> <p>Except as otherwise provided, rates named herein or otherwise quoted by carrier include one pick-up and one delivery of shipments at all points directly accessible to carrier's vehicles within named municipality or zip code to which such rates apply. Nothing in this Tariff, shall be construed to require carrier to pick-up or deliver freight at points where condition of public or private alleys, highways, or streets render impracticable the operations of carrier's vehicles.</p> |
| 330(C) | <p align="center">RESIDENTIAL PICKUP AND/OR DELIVERY</p> <p>Shipments picked up at or delivered to a private residence (including home based businesses), apartment, camp (other than military) or dormitory, hereinafter referred to collectively as "Residential," will be assessed a charge of \$40.00 per shipment.</p> |
| 335 | <p align="center">PREPAYMENT</p> <p>Nothing in this Tariff shall limit the right of the carrier to require, at the time of shipment, the prepayment in full or in part, or guarantee of all charges due at destination.</p> |
| 340 NEW (C) | <p align="center">PROTECTIVE SERVICE, FREEZABLES</p> <p>N & M Transfer (N & M) offers a limited protective service against freezing subject to the availability of proper equipment, the day of the week and the forecast temperature in Neenah, WI. N & M will handle freezable products when the daytime temperature in Neenah is above 0 degrees Fahrenheit. Freezable freight already in the system will be held in our warehouse if temperatures will not reach 0 degrees in Neenah on the day of delivery. Freezable shipments will not be picked up on Friday or the day before a holiday without prior approval of N & M Operations. The charge for this service shall be:</p> <p>\$1.50 per cwt, subject to a minimum charge of \$30.00 per shipment.</p> <p>If customer has a negotiated rate less than \$1.50 per cwt, subject to a minimum charge of \$30.00 per shipment, N & M's maximum liability will be \$0.15 per pound.</p> <p>Shipper must clearly mark on the bill of lading: "PROTECT FROM FREEZING." When such requirement is not shown on the bill of lading by shipper, N & M will not be liable for loss or damage resulting from failure to furnish such protection.</p> <p>Protect from freezing service may be withdrawn at N & M's discretion wholly or on an individual basis. N & M will not be responsible for any damage to shipments containing commodities requiring protection from freezing if said damage is the result of:</p> <ol style="list-style-type: none"> 1. A delay in delivery because of the need for a delivery appointment. 2. Notification prior to delivery. 3. Any other delay in delivery not directly attributable to negligence on the part of N & M. 4. A shipment refused by the consignee. 5. Shipper insisting on a pickup when N & M has declared the conditions unsuitable to handle commodities requiring freeze protection. |

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| 345 | <p style="text-align: center;">RECONSIGNMENT AND DIVERSION</p> <p>Shipments may be reconsigned at the point of original destination or at a point intermediate thereto, subject to the following charges:</p> <p>A. The charge for a shipment reconsigned to a point within the same commercial zone as the original destination will be a charge of \$55.00 plus freight charges.</p> <p>B. The charge for a shipment reconsigned to a point not covered in (A) above will be \$55.00 plus the applicable rate from point of origin through the point of reconsignment to the final destination.</p> <p>Note: Charges herein shall be in addition to all other applicable rates and charges.</p> <p>As used herein, reconsignment shall mean a change in name, address or destination of consignee. If the shipment is to be reconsigned or diverted to a new destination that is not within carriers scope of authority, the carrier shall assess a charge of \$50 for transferring the shipment to a carrier located at original destination that has authority to serve the new destination.</p> |
| 350 | <p style="text-align: center;">RE-DELIVERY</p> <p>When a shipment is tendered for delivery between the hours of 8:00 AM and 5:00 PM at an appointed destination, except residences and other related types of premises, and through no fault of carrier the delivery cannot be accomplished, the following additional charge will apply:</p> <p>Monday – Friday: \$3.50 per hundred pounds subject to a minimum charge of \$35.00</p> <p>Saturday, Sunday & Holiday: \$4.50 per hundred pounds subject to a minimum charge of \$100.00 and a maximum charge of \$600.00</p> <p>Re-delivery charge not to exceed original freight charge.</p> |
| 355 (C) | <p style="text-align: center;">RELEASED VALUE</p> <p>See Item 160, Sec. 2.</p> |
| 360 | <p style="text-align: center;">RETURNED, UNDELIVERED SHIPMENTS</p> <p>When through no fault of the carrier, a shipment is refused or rejected by the consignee and is ordered returned to the original point of origin, the charge for the return movement shall be the rate and minimum weight in effect from the new origin on the date the shipment is ordered returned. This charge shall be in addition to all other applicable rates and charges.</p> |
| 365 | <p style="text-align: center;">SPECIAL SERVICES, LOADING AND UNLOADING</p> <p>When carrier is required to load or unload a shipment, there will be an additional charge of 200 cents per 100 pounds for loading and/or unloading, subject to a minimum charge of \$35.00. This charge shall be in addition to all other applicable rates and charges.</p> |
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| 370 | <p style="text-align: center;">STOP-OFFS FOR PARTIAL LOADING OR UNLOADING</p> <p>Except as otherwise provided in individual rate items herein, shipments subject to volume or truckload rates and minimum weights, or actual weight if greater may be stopped in transit subject to the following provisions:</p> <ul style="list-style-type: none"> (A) The bill of lading or shipping order shall show in the space provided the name and address of only on consignee. (B) The names of places or addresses at which partial loading or unloading is to be performed shall be shown in the body of the bill of lading or shipping or on a separate paper which shall be issued with and be considered as part of the shipping documents. (C) Except as otherwise provided in individual rate items, the charge for each additional stop, exclusive of initial pick-up or final delivery, shall be \$60.00 and shall be in addition to all other applicable rates or charges. (D) On shipments stopped for partial unloading, the charges shall be determined on the basis of the truckload minimum weight, or actual weight if greater, of the entire shipment at the truckload rate applicable from point of original to final destination. (E) On shipments stopped for partial loading, charges will be determined on the basis of the truckload minimum weight, or actual weight if greater, of the entire shipment and at the truckload rate applicable from point where any portion of the shipment was loaded from which the highest charge is applicable. (F) Charges for shipments stopped in transit shall be based on the mileage rates from origin to final destination via the stop-off points as determined from the governing mileage guide publication, unless the commodity rate produces a higher revenue. |
| 375 | <p style="text-align: center;">RESTRICTIONS GOVERNING THE ACCEPTANCE OF FREIGHT</p> <p>(C) The publication or other quotation of rates does not obligate the carrier to accept shipments that cannot be loaded or transported in or on the equipment ordinarily operated by the carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of vehicles or the use of highways.</p> |
| 380 | <p style="text-align: center;">SORTING AND SEGREGATING</p> <p>(C) Applies only when specific reference is made hereto.</p> <p>Carrier does not generally provide the service of sorting or segregating at delivery point according to size, brand, flavor, individual lot, or other distinguishing characteristics, and so identified on the Bill of Lading, or accompanying paper given to carrier at time of tender. Carrier will consider requests for such service on an individual basis. Charges therefor will be assessed to the party requesting the sorting and segregating of the freight irrespective of who pays for the line haul movement. This charge shall be in addition to all other lawful charges assessed against the shipment.</p> |

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| 390 | <p style="text-align: center;">TRUCK ORDERED NOT USED (TONU)</p> <p>Truck ordered not used (TONU)</p> <p>Carrier will attempt to make all scheduled pickups in a timely manner. However, if a pickup request has been called in and is cancelled after the driver has been dispatched to make the pickup, or if on arrival at pickup point the pickup is cancelled the following charges will apply:</p> <ul style="list-style-type: none"> (1) Interstate LTL shipments will be subject to a charge of \$75.00 per shipment. (2) Intrastate Wisconsin LTL shipments will be subject to a charge of \$50.00 per shipment. <p>The responsible debtor for the above charges will be the party that made the pickup request.</p> |
| 405 (A) | <p style="text-align: center;">TEAM DRIVER SERVICE</p> <p>When equipment is available and team driver service is requested, carrier will provide such service at an additional charge of \$0.50 per mile; subject to a minimum charge of \$150 per shipment.</p> <p>Team driver service charges provided herein will apply in addition to the applicable through charges on the shipment from original to final destination and other accrued charges, if any. When team driver is requested by either a consignor or a consignee, the carrier shall be advised of such request.</p> |
| 410 (C) | <p style="text-align: center;">STRAIGHT AND/OR MIXED SHIPMENTS</p> <p>(A) Rates will apply on straight or mixed shipments of articles contained in the commodity description.</p> |
| 420(C) | <p style="text-align: center;">TERMINAL CHARGES AT PORTS</p> <p>Rates do not include the cost of loading, unloading, handling, wharfage, or other terminal charges at ports of entry as assessed by steamship, barge or wharf companies.</p> <p>For applicable charges, if not otherwise quoted by carrier, see Item 180, Accessorial Charges.</p> |
| 425 NEW (C) | <p style="text-align: center;">CARGO CLAIMS LIABILITY</p> <p>Carrier's liability for loss, damage, injury or delay of a shipment is governed by 49 USC § 14706 (a/k/a Carmack) and the following rules:</p> <ul style="list-style-type: none"> (A) Definition of Claimant: "Claimant" means the shipper of the shipment or other beneficial or assignee of the claim. A claim may be filed by an authorized agent of the Claimant. (B) Claims Process: Carrier shall process claims for loss, damage, injury or delay of a shipment or goods within a shipment pursuant to Item 160 and 49 CFR Part 370 (or successor rule), "Principles and Practices for Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage" ("Claims"). (C) Time Limit for Filing Claims: All such claims shall be filed with carrier within nine (9) months of carrier's first tender of the shipment for delivery or, in the case of loss of the shipment and no tender, within (9) months of the scheduled or anticipated date of delivery or written notice by carrier to shipper or beneficial owner of the loss of the shipment, whichever occurs earlier. Also see Item 160, Sec. 3(a). |

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| <p>425 NEW (C) Continued</p> | <p>(D) Special or Consequential Damages: Absent a written agreement, signed by an officer of carrier, including clear notice of potential special or consequential damages and accepting liability therefor, signed by an authorized officer of the carrier, Claimant shall not be entitled to recover special or consequential damages. Claims of damage for “delay”(e.g., arising from failure to deliver at an appointed or scheduled date or time and temperature variations of other than those defined, below, as “Temperature Abuse”) are subject to the standards applicable to claims for special or consequential damages. Also see Item 160, Section 2.</p> <p>(E) Measure of Damages: The measure of Claimant’s damages is the lesser of;</p> <ol style="list-style-type: none"> 1) Replacement cost or invoice value of the portion of the shipment that is lost or damaged; or 2) \$10.00 per pound per lost or damaged commodity (\$0.10 per pound for other than new commodities); or 3) \$100,000 per shipments; or 4) A general statutory or regulatory cargo liability limitation. <p>(F) Salvage Value or Allowance: Absent a showing by Claimant that the shipment is demonstrably “totally worthless,” carrier is entitled to deduct, less the reasonable expense of salvaging, the recovered salvage value or, if salvaging is not permitted by Claimant or, for any reason not undertaken, an equivalent salvage allowance.</p> <p>(G) Temperature Abuse Claim: For the purpose of any claim arising from the temperature of the shipment or goods within the shipment at delivery, “temperature abuse” is defined as deviation from the temperature or range of temperature according the mode of temperature control (continuous or cyclical, see Item 166) instructed by Shipper, as measured by the temperature control unit’s trip temperature download or, if the download is unavailable, the temperature control unit’s setting and operating range for the selected mode of operation. All other recorded temperatures of the shipment shall be rebuttably presumed to arise from inherent vice or Shipper’s packaging or other act of the Shipper.</p> <p>(H) Carrier shall not be liable for damage indicated solely by any shock watch, tilt meter, temperature recorder or other device attached to the freight while in transit nor for superficial damage to outer or general shipping containers, including damage to the finish by adhesive labels, soil or damage incidental to the transportation service.</p> |

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| <p>455 NEW (C)</p> | <p style="text-align: center;">DISPUTE RESOLUTION</p> <p>SECTION 1 – BUSINESS-TO-BUSINESS NEGOTIATION TO RESOLUTION OR IMPASSE:</p> <p>For all claims or other matters of dispute arising or related to a shipment governed by this Tariff, the parties shall negotiate in good faith and to irreconcilable impasse, including use of mediation services, as a condition precedent to exercise of other rights of action or prosecution of claims by other means. Either party may initiate a request for formal negotiations under this provision by written notice which generally describes the subjects of the negotiation. The parties shall meet within ten (10) business days to conduct negotiations and shall continue such negotiations, subject to agreed recesses, until resolution or impasse. Unless otherwise agreed, the location of such negotiations shall be Neenah, Wisconsin.</p> <p>SECTION 2 – ARBITRATION:</p> <p>Any dispute, controversy, or claim arising out of, or relating to a shipment governed by this Tariff, shall be resolved by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In the event the parties are not able to agree upon the procedures, rules, process, schedule and any other issue or matter related to the arbitration, as the exclusive remedy, either party may petition the Circuit Court of Winnebago County, Wisconsin, to resolve such issue or matter and otherwise supervise the arbitration proceeding, and the arbitration shall be held, as provided in Chapter 788 of the Wisconsin Statutes. With respect to discovery, hearings and all other elements, the Court shall be guided by the rule of proportionality to the amount in controversy and relative convenience and expense to the respective parties. For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. Unless otherwise agreed or ruled by the Court, the locale of the arbitration shall be the State of Wisconsin. Such disputes, controversies, or claims subject to arbitration shall include, but are not be limited to, all torts, contract claims, representations, promises, statutory actions of any kind, any action arising in law or equity, claims for personal injury, libel, slander, conversion, and claims relating to compensation, rental payments, deductions, escrow funds, fuel taxes, loss and damage claims, or any other obligation or duty owed by the parties to each other (excepting claims for replevin), including any claims for punitive damages. In the event a dispute arises as to whether or not any claim, dispute, or controversy is subject to the arbitration provisions herein, the matter shall be decided by arbitration in the same manner and with the same effect as all other disputes between the parties. Either party may seek injunctive relief in aid of the arbitration. The arbitrator or court, as the case may be, shall award reasonable attorneys fees and cost to the prevailing or more substantially prevailing party.</p> |
| <p>460NEW (C)</p> | <p style="text-align: center;">GOVERNING LAW, JURISDICTION AND VENUE</p> <p>Except to the extent Federal law applies, the rights and obligations of the parties as to any claim or other matter arising from or related to a shipment governed by this Tariff shall be adjudicated, construed, interpreted, and determined by the laws of the State of Wisconsin, excluding its law regarding conflict of laws. Any action arising from or related to a shipment governed by this Tariff shall be venued in, and the parties hereby submit to the personal jurisdiction of, the Circuit Court of Winnebago County, Wisconsin. The parties waive trial by jury in any action arising hereunder.</p> |
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| 900 | <p style="text-align: center;">METHOD OF CANCELLING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE</p> <p>When this Tariff is amended by revised pages, the cancellation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection or other reasons. Revisions of each page will be published and filed in numerical sequence.</p> |
| 905 | <p style="text-align: center;">PRECEDENCE OF RULES</p> <p>The classes, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provision or conditions published in this Tariff, abrogate and supersede those in the governing classification when in conflict.</p> <p>When the rates or classes which are published in this Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowance and privileges or other conditions, the rates or classes which are prescribed in such commodity items or exceptions to the classification, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements or other provisions or conditions) prescribed therefor, in connection with the classes in the governing classification on the same commodity.</p> <p>Where descriptive headings or individual listings in this Tariff correspond to the descriptive heading or individual listings used in the governing classification, such descriptive headings or individual listings will be understood to include all notes or other qualifying statement which appear in connection with such corresponding headings or listings in the governing classification. Where notes or other qualifying statements in the governing classification refer to "classes," such reference will apply also to "rates" in this Tariff, unless a different meaning is clearly evident.</p> |
| 910 | <p style="text-align: center;">REFERENCES EMBRACE ALL CHANGES</p> <p>Where reference is made in this tariff or in supplements thereto:</p> <p>(A) To an item, page, rule or other provisions, such reference will also embrace reissues or amendments of said item, page, rule or other provisions.</p> <p>(B) To "this tariff" or "herein", such reference will also embrace supplements thereto, unless otherwise specifically indicated.</p> <p>(C) To another tariff, such reference will also embrace supplements to or successive issues of such tariff, unless otherwise specifically indicated.</p> |
| | <p style="text-align: center;">FRACTIONS, DISPOSITION OF</p> <p>If a fraction results in computing charges, dispose of the fraction as follows:</p> <p>A: If less than ½ or .5, drop the fraction.</p> <p>B: In ½ or greater or .5 or greater, increase the fraction to the next higher whole number.</p> |
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| 10000 | <p style="text-align: center;">EXPLANATION OF REFERENCE MARKS</p> <p>For standard use throughout the tariff, as amended</p> <p>(A) or ♦ - Denotes increase (R) or ●, ↓ - Denotes reduction (C) or ▲ - Denotes changes in wording which result in neither increases nor reductions in charges (N) or ● - Denotes no change in rate</p> <p>@ - Denotes addition Ø - Denotes except as otherwise provided</p> | | | | | | | | | | | | | | | | | | |
| 10050 | <p style="text-align: center;">ABBREVIATIONS AND REFERENCE MARKS</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">LBS</td> <td style="width: 50%;">Pounds</td> </tr> <tr> <td>M/C</td> <td>Minimum Charge</td> </tr> <tr> <td>PCF</td> <td>Per Cubic Foot</td> </tr> <tr> <td>OTNP</td> <td>Other Than Newsprint</td> </tr> <tr> <td>SU</td> <td>Set Up</td> </tr> <tr> <td>MTLC</td> <td>Minimum Truckload Charge</td> </tr> <tr> <td>NMFC</td> <td>National Motor Freight Classification</td> </tr> <tr> <td>NM</td> <td>Not Subject to Increase Supplements</td> </tr> <tr> <td>LFVC</td> <td>Trailer Loaded to Full Visible Capacity</td> </tr> </table> | LBS | Pounds | M/C | Minimum Charge | PCF | Per Cubic Foot | OTNP | Other Than Newsprint | SU | Set Up | MTLC | Minimum Truckload Charge | NMFC | National Motor Freight Classification | NM | Not Subject to Increase Supplements | LFVC | Trailer Loaded to Full Visible Capacity |
| LBS | Pounds | | | | | | | | | | | | | | | | | | |
| M/C | Minimum Charge | | | | | | | | | | | | | | | | | | |
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| NMFC | National Motor Freight Classification | | | | | | | | | | | | | | | | | | |
| NM | Not Subject to Increase Supplements | | | | | | | | | | | | | | | | | | |
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