

# NUMARK TRANSPORTATION

CA 0238008  
DOT 1075162

## RULES TARIFF 100

NAMING

### RULES and ACCESSORIAL CHARGES

This Tariff Applies ONLY in Connection with  
Contracts and Tariffs  
Making Specific Reference to NUMK 100.

<b>BETWEEN POINTS IN</b>
<b>THE UNITED STATES, CANADA, and MEXICO</b>

To the Extent of the Carrier's Operating Authority

For Reference To Governing Publications, Refer To Item 100.

RULES AND REGULATIONS OUTLINED HEREIN WILL APPLY UNLESS SUPERSEDED BY  
CUSTOMER SPECIFIC CONTRACTS OR TARIFFS CONTAINING EXCEPTIONS TO ITEMS IN THIS TARIFF.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: October 14, 2006

EFFECTIVE: October 14, 2006

ISSUED BY:  
Rodney Faulkner, Director of Traffic & Pricing  
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San Leandro, CA 94578

## NUMARK TRANSPORTATION

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SUBJECT ITEM PAGE

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FOR FUTURE APPLICATION

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**CHECK SHEET**

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the REV# and COR# columns indicate an original page.

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**EFFECTIVE SUPPLEMENTS**

NONE

**CORRECTION NUMBER SHEET FOR TARIFF**

(This "Correction Number" Sheet is published for informational purposes ONLY)

Upon receipt of revised or new pages, a check mark must be placed opposite the "CORRECTION NUMBER" (shown below), corresponding to the "Correction No." shown on each Tariff Page. If Correction Numbers are properly checked as received, the check marks will appear in consecutive order with no omissions; however, if check marks indicate that a Tariff Page has NOT been received, request should be made at once for a copy of same.

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**SECTION 1**

**RULES**

**ITEM**

**GOVERNING PUBLICATIONS**

Except as otherwise provided, this Tariff is governed, by the following described Tariffs, supplements thereto and subsequent re-issues thereof.

**NOTE: If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.**

**100**

TARIFF	ISSUING AGENT	STB DESIGNATION
ATA Hazardous Materials Tariff, <b>(As effective January 30, 1993)</b>	American Trucking Association, Inc., Agent	STB ATA 111
National Motor Freight Classification	National Motor Freight Traffic Association, Inc., Agent	STB NMF 100
National Five-Digit Zip Code and Post Office Directory	United States Postal Service,	—

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS  
(Subject to Note 1)**

110

- The term "**ACTUAL PLACEMENT**", shall mean:  
The placing of a unit of the carrier's equipment at the site designated for loading or unloading.
- The term "**AIR-MILE**", shall mean:  
A statute mile measured in a straight line without regard to terrain features or differences in elevation.
- The term "**BUSINESS DAY or USUAL BUSINESS HOURS**" shall mean:  
Except as otherwise provided in individual Items of this Tariff, 8:00 A.M. to 5:00 P.M., excluding Saturdays, Sundays, and Legal Holidays, except that the consignee may designate his usual business hours to be other than 8:00 A.M. to 5:00 P.M., provided that such designated hours include at least six (6) hours all of which are between 8:00 A.M. to 5:00 P.M..
- The term "**CAPACITY LOAD**", shall mean:
  - (A) That quantity of freight loaded on a truck unit which is equal to, or exceeds the minimum weight to which the truckload or volume rate is subject;
  - (B) That quantity of freight which in the manner loaded so fills a truck unit that no more of the same freight in the shipping form tendered can be loaded in or on the truck; OR
  - (C) That quantity of freight which, because of unusual shape or dimensions, or because of necessity for segregation or separation from other freight, requires the entire capacity of a truck unit.
- The term "**THE CARRIER**" or "**CARRIER**" shall mean:  
**NUMARK TRANSPORTATION**
- The term "**CARRIER'S AGENT**", shall mean:  
An agent of a carrier of freight.
- The term "**CARRIER'S EQUIPMENT**", shall mean:  
Any motor truck or other self propelled highway vehicle, trailer, semi-trailer or any other combination of such highway vehicles operated by the carrier.
- The term "**CHASSIS**", shall mean:  
The under-frame work or undercarriage with mounted wheels or dollies used in the transport of containers or container units.
- The term "**COASTWISE**", shall mean:  
By way of, or along the coasts in transportation by water.
- The term "**COMPONENT PART**", shall mean:  
Any part of a shipment separately received by the carrier whether or not such part is separately delivered by the carrier; and any part of a shipment separately delivered by the carrier whether or not such part is separately received by the carrier.

(Continued on next page)

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS, (Continued)**

- The term "**CONSIGNEE**", shall mean:  
 The person, form or corporation shown on the shipping document as the party to whom the property is physically delivered by the carrier.
- The term "**CONSIGNOR**", shall mean:  
 The person, form or corporation shown on the shipping document as the shipper of the property received by the carrier for transportation.
- The term "**CONTAINER**", shall mean:  
 An ocean cargo container, not the instrumentality of the motor carrier, which is designed for the movement of cargo by water carriers.
- The term "**DEBTOR**", shall mean:  
 The person obligated to pay the accessorial or freight charges to the carrier, whether consignor, consignee or other party.
- The term "**DELIVERY**", shall mean:  
 The service of the carrier in delivering freight, other than Household Goods, to dock, platform, or doorway directly accessible to truck at consignee's residence, warehouse, factory, store or similar place of business and includes transportation from the carrier's freight depot thereto.
- The term "**DISTANCE TABLE**", shall mean:  
 The applicable governing Distance Table as shown in Item 100 – Governing Publications.
- The term "**DISTRIBUTION PACKAGE**", shall mean:  
 Any primary distribution package authorized by the provisions of this Tariff or Classification Items making reference to Item 60,000 of GC. When a number of distribution packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carrier's maximum liability will be determined by separately multiplying the released value times the weight of each individual distribution package lost or damaged and NOT on the basis of the weight of the total number of distribution packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package. Where a distribution package contains articles which have released value rates or ratings and articles which do not, the carrier's maximum liability is to be determined by multiplying the total weight of the distribution package by the released value.
- The term "**EXCEPTION RATING**", shall mean:  
 The Rating of any shipment using other than the current year tariff published by Carrier or actual classification of shipment as published in tariff STB NMF 100 series.

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS, (Continued)**

**110  
cont.**

- The term "**FREIGHT FORWARDER**", shall mean:  

Any person, who, or concern which undertakes (other than as a carrier subject to Parts 1, 2 or 3 of the Interstate Commerce Act) for compensation, to provide transportation of property in interstate or foreign commerce, and in the ordinary and usual course of performing or discharging any such undertaking:

  - (A) Assembles and consolidates, or provides for the assembly and consolidation of, such property and performs, or provides for the performance of break bulk and distributing operations with respect to such shipments;
  - (B) Provides for the movement of such property under a bill of lading or shipping receipt from point of collection or receipt to point of destination; and
  - (C) Utilizes or employs the instrumentality or services of a carrier or carriers subject to Parts 1, 2, 3 of the Interstate Commerce Act, or a combination of such instrumentalities and services.
  
- The term "**GOVERNING CLASSIFICATION or (GC)**", shall mean:  

The applicable governing classification as shown in Item 100 – Governing Publications.
  
- The term "**HAZARDOUS MATERIALS**", shall mean:  

Articles described in the applicable governing Hazardous Materials Tariff as shown in Item 100 – Governing Publications.
  
- The term "**HOLIDAY**", shall mean:
  - 📖 New Years Day – Jan. 1
  - 📖 Thanksgiving Day – The 4th Thurs. in Nov.
  - 📖 Easter Sunday, (March 22 <-> April 25)
  - 📖 Day after Thanksgiving Day
  - 📖 Memorial Day – The last Mon. in May
  - 📖 Christmas Eve – Dec. 24
  - 📖 Independence Day – July 4
  - 📖 Christmas Day – Dec. 25
  - 📖 Labor Day – The 1st Mon. in Sept.

📖 When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.
  
- The term "**IMMEDIATELY ADJACENT FREIGHT**", shall mean:  

Freight separated ONLY by an intervening public sidewalk from the parking space for the carrier to place its vehicle for loading and unloading. If a parking space suitable for the carrier to place its vehicle for loading or unloading is occupied or city ordinance prohibits its use, the nearest available parking space may be used.
  
- The term "**INSIDE DELIVERY**", shall mean:  

The handling of freight at positions not immediately adjacent to the vehicle. When requested by the shipper or consignee, and the carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading position. Service defined under this Item will be provided to floors above or below the level accessible to carrier's equipment ONLY when an elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier.

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS, (Continued)**

- The term "**JOINT LINE SHIPMENTS**", shall mean:  
 Freight moving from the point of origin to the destination over the lines of two or more transportation companies on a through rate which the carrier's agree to participate in.
- The term "**LESS THAN TRUCKLOAD (LTL)**", shall mean:
  - (A) Those **CLASS** rates which are determined by the use of the LTL Classes in the CLASS LTL COLUMN in the NMFC, or by exception Classes designated as LTL.
  - (B) Those **COMMODITY** rates which are NOT subject to a stated minimum or which are subject to stated minimum weights of less than 10,000 pounds. This definition applies without regard to whether or not a particular page indicates that rates on such page are LTL or Volume commodity rates. Charges will be assessed at the applicable minimum weight, except that the actual weight will apply when in excess of the minimum weight specified.
- The term "**LOADING BY CARRIER**", shall mean:  
 Freight tendered for loading situated by the consignor as to be directly adjacent and accessible to the carrier's vehicle. Loading includes the stowing and the counting of freight. The carrier will furnish ONLY one man per vehicle for loading, be he the driver or another carrier employee.
- The term "**MAN-HOUR**", shall mean:  
 The unit of work performed by one man in one hour.
- The term "**MULTIPLE SERVICE SHIPMENT**", shall mean:  
 A single Prepaid shipment consisting of:
  - A: More than one component part picked up by the carrier, and
  - B: More than one component part delivered to:
    - 1: One consignee at more than one point of destination; or
    - 2: More than one consignee at one or more points of destination.
- The term "**NMFC**", shall mean:  
 The current issue of the National Motor Freight Classification, as indicated in Item 100.
- The term "**PALLETIZED SHIPMENT**", shall mean:  
 A shipment tendered to and transported by the carrier on pallets, (Elevating-truck pallets or platforms or lift-truck skids).
- The term "**PICKUP**", shall mean:  
 The service of the carrier in calling for and collecting freight, other than Household Goods, at the dock, platform, or doorway directly accessible to trucks at the shipper's residence, warehouse, factory, store or similar place of business and receiving therefor, and includes transportation therefrom to the premises of the carrier's freight depot.

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cont.

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS, (Continued)**

**110  
cont.**

- The term "**POINT OF DESTINATION**", shall mean:  
  
The precise location at which property is physically delivered into the custody of the consignee or his agent. All points within a single industrial plant or receiving area of one consignee shall be considered as one point of destination. An industrial plant or receiving area of one consignee shall include ONLY contiguous property which shall NOT be deemed separate if intersected by ONLY one public street or thoroughfare.
- The term "**POINT OF ORIGIN**", shall mean:  
  
The precise location at which property is physically by the consignor or his agent delivered into the custody of the carrier for transportation. All points within a single industrial plant or shipping area of one consignor shall be considered as one point of origin. An industrial plant or shipping area of one consignor shall include ONLY contiguous property which shall NOT be deemed separate if intersected by ONLY one public street or thoroughfare.
- The term "**POWER EQUIPMENT**", shall mean:  
  
Any gasoline, diesel, electric or gas driven equipment, including electric powered cranes and lift truck equipment.
- The term "**PRIVATE RESIDENCE**", shall mean:  
  
The entire premises on which a dwelling for living is located and includes apartments, churches, schools, camps, and other such locations. The term "Private Residence" will NOT apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.
- The term "**SPOT QUOTE**", shall mean:  
  
A rate given to shipper outside of the normal tariff rates.
- The term "**TAILGATE LOADING**", shall mean:  
  
Loading of the shipment into or upon carrier's equipment from a point at street level NOT more than 20 feet distant from said equipment or at other than street level when a vehicular ramp is provided and made available to the carrier.
- The term "**TENDERED FOR DELIVERY**", shall mean:  
  
A: The shipment offered for the consignee's disposal at the original point of destination; or  
  
B: A telephone call to the consignee advising of the availability of a shipment, if substantiated with the name of the party called by the carrier and the date and time of the call; or  
  
C: The mailing of a notice of arrival to the consignee.
- The term "**TON**", shall mean:  
  
A ton of 2,000 pounds.
- The term "**TRUCK**" or "**VEHICLE**", shall mean:  
  
Any vehicle or vehicles propelled or drawn by a power unit and used on highways in the transportation of property. When the vehicles consist of a power unit and two or more trailers or containers, the combined length of the trailers or containers must NOT exceed 64 feet measured along the center longitudinal line of each trailer or container floor.

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**SECTION 1**

**RULES**

**ITEM**

**DEFINITION OF TERMS, (Continued)**

- The term "**UNIT √ (SET) and HALF-UNIT √ (HALF-SET) of CARRIER'S EQUIPMENT**", shall mean:
  - UNIT:** A power unit and a set of doubles (two) trailers NOT exceeding 28 feet in length, physically connected so as to form a complete unit. A unit is restricted to a single shipment except where stop charges are assessed as provided in individual Items.
  - HALF-UNIT:** One doubles trailer NOT exceeding 28 feet in length, forming one-half of a complete unit. A half-unit is restricted to a single shipment except where stop charges are assessed as provided in individual Items.
  
- The term "**UNLOADING BY THE CARRIER**", shall mean:
 

Freight unloaded by the carrier and situated at the delivery site directly adjacent and accessible to the carrier's vehicle. Unloading includes the counting of freight, receipt of all lawful charges due, and execution of the delivery receipt. The carrier will furnish **ONLY** one man per vehicle for unloading, be he the driver or another carrier employee.
  
- The term "**VOLUME (VOL.)**", shall mean:
 

Commodity rates which are specifically made subject to a minimum weight of 10,000 pounds or more. Charges will be assessed at the minimum weight specified, except that the actual weight will apply when in excess of the minimum weight specified.
  
- The term "**WEIGHT**", shall mean:
  - TOTAL WEIGHT:** The Actual Weight of the freight tendered to the carrier for shipment.
  - BILLED WEIGHT:** The weight upon which the freight charges are based.
  
- The term "**WHARF**", shall mean:
 

Any wharf, berth, pier, quay, landing or other structure to which a vessel may make fast and that area or structure (other than a public utility warehouse) immediately adjacent, which is used for transit storage, loading, unloading, assembling, or distribution of goods or merchandise.

**NOTE 1:** Shipper and Consignor shall be equal and interchangeable terms in the carrier's Tariffs and Contracts.

**110  
conc.**

**APPLICATION OF TARIFF**

The rates and provisions referencing this Tariff, or as amended, are limited in their application to the extent of the operating rights of the carrier(s) involved in the transportation of shipments governed by the carrier's rates.

Carrier may have provisions in effect which will be in addition to or which will take precedence over the application of the Items in this publication.

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**SECTION 1**

**RULES**

**ITEM**

**BILL OF LADING**

**360**

(A) **ISSUANCE OF BILL OF LADING.** The bill of lading required to be issued in accordance with provisions of the governing Classification shall be issued at the time of or prior to the receipt of or pickup of the shipment.

Unless otherwise agreed to in writing, all shipments accepted by Carrier shall be bound by the terms and conditions of the Uniform Straight Bill of Lading as specified in the NMF100 series. Carrier may accept freight on another bill of lading subject to the terms and conditions of the Uniform Straight Bill of Lading as the only terms and conditions applicable to such other form. The signature of a Carrier Driver / Sales Representative on any Bill of Lading will act only to acknowledge the receipt of freight as described on the document and identify the entity to deliver same freight. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

(B) **SPECIAL PROVISIONS FOR SHIPPING DOCUMENTS**

Description of hazardous materials must be in terms described in tariff STB ATA 111.

**FREIGHT BILL**

(C) **ISSUANCE OF FREIGHT BILL.** A freight bill shall be issued by the carrier for each shipment transported. Except with respect to the interline transactions, the carrier shall not apportion, prorate, or otherwise divide the freight charges between or among the consignor(s), consignee(s), or any other parties. The freight bill shall show the following information:

- (1) Name of carrier, carrier's current address and telephone number.
- (2) Date of freight bill.
- (3) Date of shipment.
- (4) Name of consignor and consignee.
- (5) Point of origin and destination.
- (6) Description of shipment, stated in terms of the governing classification, Hazardous materials tariff, or other governing tariffs.
- (7) Weight of shipment, or other factor of unit of measurement upon which the charges are based.
- (8) Rate and charge assessed.
- (9) Such other information as may be necessary to make an accurate determination of the applicable rate and charge.

(D) **ISSUANCE OF ACCESSORIAL SERVICE DOCUMENT** An accessorial service document shall be issued by the carrier to the consignor or consignee who requested the service for stacking, sorting, helpers of loading or unloading, vehicle detention or any other accessorial or incidental service when rendered by the carrier, but which is not authorized to be performed under the transportation rates named in tariffs governed by this tariff. The accessorial service document shall show the following information:

- (1) Carrier's name, current address, and phone number.
- (2) Date of issuance.
- (3) Name of consignee or consignor or their representative(s), ordering or requiring the services, or for whom they are rendered.
- (4) Bill of lading number or other identification of the shipments in connection with which the services are rendered.
- (5) Time for which equipment is ordered, if any, and time of constructive and actual placement.

(continued)

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

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**SECTION 1**

**RULES**

**ITEM**

**FREIGHT BILL (continued)**

**360  
cont**

- (6) Address at which the accessorial service if performed.
- (7) Weight, in pounds, loaded or unloaded.
- (8) Time loading or unloading began and complete.
- (9) Free time allowable.
- (10) Time or weight on which charges are based.
- (11) Rate and charges assessed.
- (12) Such other information as may be necessary to accurately determine the applicable rate and charge.

**(E) SPECIAL TRANSPORTATION. For the transportation of:**

- (1) Permit shipments.
- (2) Shipments which require circuitous routing.
- (3) Shipments requiring escort service
- (4) Dangerous articles or hazardous materials.

The following information, wherever applicable, shall be shown on all bills of lading, freight bills, or accessorial service documents issued by the carrier in connection therewith and shall be in addition to the information otherwise required to be shown thereon:

- (1) Permit identification of all permit shipments.
- (2) Any circuitous routing required, and the authority therefor.
- (3) Any escort service furnished and the authority therefor.
- (4) Hazardous materials must be described per tariff STB ATA 111, including reference to labeling requirements.

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ISSUED:

Original Page

Correction No.

EFFECTIVE:

**SECTION 1**

**RULES**

**ITEM**

**FREIGHT BILLS AND STATEMENTS OF CHARGES**

**360  
conc**

(A) Corrected bills of lading or other written instructions from the consignor to change collection status from "Prepaid" to "Collect" or visa versa may be accepted only if received by the Carrier within a period of ten (10) days from the date of the initial Bill of Lading. These corrected documents will not be accepted once the shipment has been delivered.

(B) When payor of freight or other lawful charges requests, as a prerequisite to payment, any of the following documents, the applicable charges listed will be assessed. The charges are for each document or copy requested.

1: \$5.25 for the return of any part of bill or lading sets or copies, other than one shipper-furnished copy.

2: \$5.25 for copies of freight bills or statements of transportation charges in excess of one original, one duplicate, and one consignee copy.

3: \$2.60 (per line of itemization, listing or description) for the carrier's preparation of any forms requiring itemization, listing or description of single or multiple freight bills, or for submittal with freight bills or statement of charges.

4: \$5.25 for any forms or copies of forms, other than those described herein, to be submitted with freight bills or statement of charges.

5: \$5.25 for adding information to the freight bill or statement of charges which was not shown on the shipping order at time of shipment.

6: \$5.25 for proof of delivery, furnished in any form.

NOTE 1: When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly marked by the shipper with specific instruction directing its return with freight bill.

NOTE 2: The provisions set forth herein will not apply to:

a: Bank Payment Plans when documentation is limited to (1) deposit ticket(s) supplied by bank, (2) supporting freight bills not in excess of the number set forth in (B)2 above, or (3) the return of a copy of the bill of lading furnished by shipper.

b: Sight Draft Plans when documentation is limited to (1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft, (2) supporting freight bill(s) and statements of charges not in excess of the number set forth in (B)2 above, or (3) the return of a copy of the bill of lading furnished by shipper.

NOTE 3: The provisions set forth herein will not apply to shipments moving on U.S. Government bills of lading.

**CANCELING ORIGINAL AND REVISED PAGES, METHOD OF:**

**382**

When this Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).

A revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 as well as any earlier version of Page 2.

EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
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PO Box 3020  
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**SECTION 1**

**RULES**

**ITEM**

**CLAIMS AND OVERCHARGES**

This Tariff is subject to the following CODE OF FEDERAL REGULATIONS – TITLE 49 Rules, revised as of October 1, 1993:

- 1: Part 1005 - PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND VOLUNTARY DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE.
- 2: PART 1008 - PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION, AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVER COLLECTION CLAIMS.

Claims NOT made **in writing** within nine (9) months after receipt by the carrier of the shipment or the request to pick up merchandise shall be deemed waived.

Overcharges not brought to the Carrier's attention **in writing** within 180 days of delivery of the shipment shall be deemed waived.

**407**

**COLLECT ON DELIVERY (FEE) FOR COD SHIPMENTS**

Collect on Delivery "COD" shipments will be accepted subject to a charge of **3% of the total COD amount** collected, subject to a minimum charge of **\$25.00** per shipment.

The charge for increasing, decreasing or canceling the COD amount shall be **\$25.00** per shipment.

Charges for collecting and remitting COD amounts will be billed to the party paying the freight charges unless otherwise specified on the bill of lading.

The amount of COD bills for COD shipments, as well as any collect freight charges must be collected at the time such shipments are delivered to the consignee.

**430**

**COLLECTION of CHARGES**

- A. Except as otherwise provided, transportation and accessorial charges shall be collected by the carrier prior to relinquishing physical possession of shipments entrusted to them for transportation.
- B.
  - 1. After taking precautions deemed necessary to assure payment, carrier may relinquish possession of freight prior to payment by extending credit to the debtor for 7 days, excluding Sundays and legal holidays.
  - 2. When the freight bill is presented to the debtor on or before the delivery date, the credit period shall run from the first 12 o'clock midnight following the freight delivery.
  - 3. When the freight bill is not presented to the debtor on or before the delivery date, the credit period shall run from the first 12 o'clock midnight following the presentation of the freight bill.
- C. The carrier may extend credit to the debtor subject to Paragraph B. In the event of non-payment during this credit period, the entire balance of that account shall immediately become due and payable
- D. Freight bills for all transportation and accessorial charges shall be presented to the debtor within 7 calendar days from the first 12 o'clock midnight following delivery of the freight, as evidenced by the postmark if using U.S. mail

If litigation proceedings are necessary in order to collect freight charges referencing this Tariff, the right of exclusive jurisdiction shall rest with the court having territorial jurisdiction over the carrier's headquarters' terminal.

**In addition to the freight charges, the carrier is also entitled to court costs, attorneys' fees and other collection costs deemed reasonable at arbitration, trial or appellate court.**

The above shall be applied ONLY to non-payment of original, separate, and independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a bankruptcy trustee, or any other person or agent.

**435**

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ISSUED:

Original Page

Correction No.

EFFECTIVE:

**SECTION 1**

**RULES**

**ITEM**

**CONTROL AND EXCLUSIVE USE OF EQUIPMENT**

**470**

A: Except as otherwise provided in Paragraphs B and C, when full or partial utilization of one or more units of the carrier's equipment is required or demanded by the shipper, or when such demand is made to meet the needs of special conditions, or when the nature of the commodity transported requires full or partial utilization of one or more units of the carrier's equipment, or full or partial utilization of the loading space, transportation charges shall be assessed by applying the class, commodity or contractual rates and provisions governed by this Tariff, based on the applicable distance, subject to the following minimum charges:

LINEAL FEET OF LOADING SPACE (In Feet), (In Each Unit of the Carrier's Equipment)		MINIMUM WEIGHT (In Pounds)	RATE ①
OVER	NOT OVER		
5	10	7,000	Class 55
10	15	12,000	
15	20	15,000	
20	28	21,000	
28	35	25,000	
35	40	34,000	
40	48	36,000	
48	—	40,000	

- B: If higher charges will result than those provided in Paragraph A from the application of the actual weight of the shipment at the class rate or rates applicable thereto, then such higher charges will apply in lieu of the charges provided for in Paragraph A.
  - C: The carrier reserved the right to decline acceptance of articles weighing in excess of 16,000 pounds; exceeding 6 feet by 18 feet, or those over 29 feet in length.
  - D: The shipper, consignee, or person obligated by the shipping document for payment of freight charges shall indicate on the shipping document the lineal feet of loading space in each unit of the carrier's equipment requested. In the event this indication fails to be made, the carrier or its personnel will do so on the shipping order, bill of lading, or shipping document. Such notation will be considered as that of the shipper, consignee or person aforementioned.
  - E: A unit of the carrier's equipment will be considered loaded to capacity and fully utilized when it can not accommodate any additional increments of any of the largest article in the form tendered comprising the entire shipment. Loading shall in no case exceed the maximum weight or height or length which may be transported per unit of the carrier's equipment in accordance with existing highway and safety regulations via the route of movement. Overflow shall be rated as a separate shipment.
- ① Specific discounts and contract rates shall apply, when applicable, subject to the minimum weights specified herein, when their application results in lesser total aggregate charges.

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EFFECTIVE:

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**ITEM**

**DETENTION – VEHICLES WITH POWER UNITS**

This time applies only for shipments of 10,000 pounds or more.

Whenever the elapsed time between commencement and completion of the loading or unloading of shipment exceeds 8 minutes per ton, a charge of **\$23.00** per fifteen minute period, or fraction thereof, shall be assessed, subject to a minimum charge of **\$ 45.00**.

Detention on Saturdays, Sundays and Holidays, as described in Item 110, will be charged for at **1½ times** the base detention rates above.

**500**

**DETENTION – OTHER THAN TRUCKLOAD**

Whenever the elapsed time between commencement and completion of the loading or unloading of shipment exceeds the times allowed per the following table, a charge of **\$30.00** for the first ½ (one-half) hour shall be assessed, and then **\$15.00** for each additional 15 minutes.

**502**

**TIME ALLOWANCE**

**Actual Weight In Pounds**

**Time allowed (minutes)**

Less than 999

10

1000 thru 1999

15

2000 thru 3999

20

4000 thru 5999

30

6000 thru 9999

40

10,000 or more

See Item 500

**DISCOUNT, COURTESY**

The carrier will provide a courtesy discount of 50% on shipments whose rates and charges make specific reference this rules tariff to those consignors and consignees not covered by specific transportation or contractual agreements with the carrier.

This discount will be subject to the following payment provisions:

In the event charges are not paid by the debtor within thirty (30) days after invoice date, the discount named herein will be reduced by 50%. In the event charges are not paid by the debtor within 60 days of the invoice date, 100% of the discount named herein will be cancelled, thereby leaving the full charges as indicated on the invoice to be due and payable.

**510**

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ISSUED:

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**EQUIPMENT**

**520**

Carrier's obligation to accept articles for shipment shall be subject to the suitability of its equipment and to requirements of ordinances regulating the transportation of property or use of equipment.

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

Refer to Item 470, CONTROL AND EXCLUSIVE USE OF EQUIPMENT, for provisions regarding utilization of vehicles not covered under this item.

**LIFT GATE SERVICE**

Upon request of consignor or consignee, carrier may furnish equipment equipped with a hydraulic lift gate subject to an additional charge of \$25.00 for both pick up and/or delivery service.

**EXPEDITED SERVICE, SAME DAY SERVICE**

**530**

(A) Upon specific request of the consignor or consignee, expedited service will be provided by the carrier.

(B) Carrier will charge \$60.00 per hour, subject to a 4 (four) hour minimum, in addition to other applicable rates or charges. Time will be calculated from the time when the driver leaves the originating terminal until the time the driver returns to the same terminal.

**HAZARDOUS MATERIALS**

**540**

Refer to tariff STB ATA 111 series for provisions governing the movement of Hazardous Materials.

A shipment of Hazardous Materials accepted for transportation will be rated at the rates and charges otherwise applicable to the shipment, subject to a charge of **\$15.00** per shipment.

**The following Hazardous Materials will NOT be accepted by carrier:**

Class 7 Radioactive III; division 5.2 Organic Peroxide type B Temperature Controlled; 1.1, 1.2, 1.3 Explosives; Division 2.3 Poison Gas or Toxic Gas Zone A.; Division 6.1 Poison-Inhalation Hazard Zone A.

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**SECTION 1**

**RULES**

**ITEM**

**EXTRA LABOR – LOADING AND/OR UNLOADING**

Pricing documents referencing this Tariff are based on Truck and Driver ONLY. When, at the request of consignor or consignee, the carrier provides extra labor for loading or unloading, or any other reason not authorized under rates or charges in the tariff, the following charge(s) apply.

**560**

**CHARGE per ONE-QUARTER (¼) HOUR or FRACTION THEREOF**

**MINIMUM CHARGE per shipment**

\$ 22.00

\$ 44.00

**FUEL SURCHARGE**

The following table lists the fuel surcharge to be applied given the applicable California On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

**564**

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below:	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$ 1.15	3.0 %	4.0 %	\$ 1.90	10.5 %	14.5 %
\$ 1.20	3.5 %	5.0 %	\$ 1.95	11.0 %	15.0 %
\$ 1.25	4.0 %	6.0 %	\$ 2.00	11.5 %	15.5 %
\$ 1.30	5.5 %	6.5 %	\$ 2.05	12.0 %	16.0 %
\$ 1.35	5.0 %	7.0 %	\$ 2.10	12.5 %	16.5 %
\$ 1.40	5.5 %	7.5 %	\$ 2.15	13.0 %	17.0 %
\$ 1.45	6.0 %	8.0 %	\$ 2.20	13.5 %	17.5 %
\$ 1.50	6.5 %	9.0 %	\$ 2.25	14.0 %	18.0 %
\$ 1.55	7.0 %	10.0 %	\$ 2.30	14.5 %	18.5 %
\$ 1.60	7.5 %	11.0 %	\$ 2.35	15.0 %	19.0 %
\$ 1.65	8.0 %	12.0 %	\$ 2.40	15.5 %	19.5 %
\$ 1.70	8.5 %	12.5 %	\$ 2.45	16.0 %	20.0 %
\$ 1.75	9.0 %	13.0 %	\$ 2.50	16.5 %	20.5 %
\$ 1.80	9.5 %	13.5 %	\$ 2.55	17.0 %	21.0 %
\$ 1.85	10.0 %	14.0 %	\$ 2.60 and over	Add .05% for each 5 cent increment	

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the applicable rate tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. In the event the fuel price goes below \$1.15 per gallon, the surcharge will be removed for that period.

Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment.

**Emergency Fuel Surcharge** – Carrier reserves the right to assess an emergency fuel surcharge. In the event this surcharge is implemented, consignees and consignors will be advised by written notification, website, or as a separate item on the delivery receipt or invoice.

**DISPOSITION of FRACTIONS**

- 1: When calculating weights, a fraction of a pound will be increased to the next whole pound.
- 2: When the charges yield a fraction or portion of a cent:
  - A: Fractions of less than one-half (½) cent will be dropped.
  - B: Fractions of one-half (½) cent or greater will be increased to the next whole cent.

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<b>RULES</b>			<b>ITEM</b>
<p style="text-align: center;"><b><u>HANDLING FREIGHT at POSITIONS NOT IMMEDIATELY ADJACENT to VEHICLE</u></b></p> <p>1: Service via elevator to another floor above or below the level accessible to carrier's vehicle:</p> <p>2: Service to points more than 20 feet beyond a position immediately adjacent to the carrier's vehicle.</p> <p>3: Carrier will assess an additional charge of \$8.00 per 100 pounds, subject to a minimum charge of \$53.00. per shipment, and subject to a maximum charge of \$675.00 per shipment.</p>			<b>566</b>
<p style="text-align: center;"><b><u>IMPRACTICABLE OPERATIONS</u></b></p> <p>Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:</p> <p>1: The condition of roads, streets, driveways, alleys or approaches thereto;</p> <p>2: Inadequate loading or unloading facilities.</p> <p>3: Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tend to create reasonable apprehension of danger to persons or property.</p> <p>Nothing in this Tariff shall require the carrier to pickup or delivery freight at locations at which, either on account of conditions of streets, alleys or roads, it is impracticable to operate trucks or drays. Nothing in this Tariff shall require the carrier to pickup or delivery freight when prohibited from so doing because of the existence of riots, either at the consignor's or consignee's place of business or elsewhere.</p> <p>Except as may be provided in this Tariff, the carrier does NOT agree to transport shipments on any particular truck nor in time for any particular market and will NOT be responsible for loss or damage occasioned by unavoidable delays, but does agree to use all possible diligence in transporting all shipments.</p>			<b>570</b>
<p style="text-align: center;"><b><u>INACTIVITY</u></b></p> <p>Carrier reserves the right to cancel negotiated pricing programs without notice due to a lack of shipment activity over a ninety (90) consecutive day period.</p>			<b>572</b>
<p style="text-align: center;"><b><u>LIFT-GATE CHARGE</u></b></p> <p>In addition to applicable rates and charges, shipments requiring the use of lift-gate equipped trucks will incur a flat charge of \$25.00 for both pick up and/or delivery service.</p>			<b>573</b>
<p style="text-align: center;"><b><u>LIMITATION of CARRIER LIABILITY</u></b></p> <p>NuMark Transportation liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or <b>\$1.00</b> per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of <b>\$0.50</b> per pound. Personal Effects and/or Household Goods will be valued at <b>\$0.10</b> per pound. Spot Quote rated shipments shall have a maximum liability of <b>\$0.50</b> per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of <b>\$0.50</b> per pound. Carrier's maximum liability per occurrence shall not exceed <b>\$10,000.00</b>.</p> <p>Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed <b>\$0.50</b> per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.</p> <p>Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.</p> <p>Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.</p>			<b>576</b>
<b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>			
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**SECTION 1**

**RULES**

**ITEM**

**LOADING and/or UNLOADING – POWER EQUIPMENT**

Loading and/or unloading by the carrier does not include the use of power equipment.

When power equipment is needed to load or unload, such equipment shall be furnished by consignee or consignor, unless carrier is requested to furnish the same, in which case the charges therefore shall be shown as charges advanced on the carrier's transportation bill.

The charge for having the carrier' truck driver operates a forklift is \$49.00 per hour, or fraction thereof.

When carrier supplies a forklift operator other than the truck driver, an additional charge of \$90.00 per hour, or fraction thereof, shall be assessed, subject to a minimum charge of \$90.00.

The forklift and/or forklift operator's hours of service shall be computed as follows:

- A. The time is computed from the time of arrival of the forklift at place of first utilization until the departure of the forklift at place of last utilization. To this computed time add the time determined by any of the following applicable components:
  - 1: In transit time from such place where the forklift was engaged to the place of first utilization. When carrier's equipment does not proceed directly from its depot or place where forklift was engaged to the place of first utilization, add 15 minutes to the time computed in Paragraph A.
  - 2: In transit time from the place of last utilization to carrier's depot or such place where the forklift was engaged. When carrier' equipment does not proceed directly from the place of last utilization to either the carrier's depot or such other place where forklift was engaged to the place of first utilization, add 15 minutes to the time computed in Paragraph A.

578

**LOADING BY SHIPPER - UNLOADING BY CONSIGNEE**

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

- (1) At the time of shipment, a notation must be made on the bill of lading and the shipping order by the shipper, that the shipper is to load and/or the consignee is to unload the shipment.
- (2) The complete loading and/or unloading of the freight, including the count thereof, must be performed by the shipper and/or consignee at their expense, without any assistance from the carrier. The carrier's employee and power unit are to be released while loading and/or unloading is performed. At the carrier's option, the carrier's employee and power unit may remain during loading or unloading, but will render NO assistance in loading or unloading.
- (3) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper. The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.

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**SECTION 1**

**RULES**

**ITEM**

**LOADING BY SHIPPER - UNLOADING BY CONSIGNEE (Concluded)**

- (4) On mixed shipments, when any portion of the freight is required to be loaded or unloaded by the shipper and/or the consignee, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or the consignee. Otherwise, the rate will NOT apply and rates otherwise published will be assessed.
- (5) In the event that the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.
- (6) If any party tendering or receiving any portion of the shipment refuses to perform the loading or the unloading, as required, the rate will NOT apply and rates otherwise published will be assessed.

**579**

**MINIMUM CHARGES**

Shipments will be subject to an absolute Minimum Charge of **\$63.00**.

**610**

**MIXED SHIPMENTS – LTL or AQ**

- (1) Unless otherwise provided, the provisions of this item apply only in connection with the transportation of commodities for which rates are provided in tariffs making reference to this tariff.  
EXCEPTION: Commodities for which rates are named in carrier's tariff(s) will not be transported in mixed shipments with commodities on which interstate rates are applicable.
- (2) Single LTL or AQ shipments will be charged at the actual or authorized estimated weight and at the rate or class applicable, subject to the minimum charge in the carrier's tariff(s).
- (3) When two or more commodities for which different rates are provided, are shipped as a mixed shipment without actual weights being furnished or obtained for the portions shipped under the separate rates, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest rated commodity contained in such mixed shipment; (see paragraph (5) below).
- (4) When two or more commodities are included in the same shipment and separate weights thereof are furnished or obtained, charges will be computed at the separate rates applicable to such commodities in straight shipments of the combined with of the mixed shipment. The minimum weight shall be the highest provided for any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.
- (5) When charges are computed on a higher minimum weight than the quantity actually shipped, any deficiency between actual weight of the shipment and the greater minimum weight shall be computed at the rate applicable to the lowest rated commodity(s) in the shipment provided the actual weight of such commodity(s) aggregates 10% of the actual weight of the shipment or 500 pounds, whichever is lower. If the aggregate actual wt. of such lower rated commodity(s) does not total the required amount, the deficit wt. shall be charged for at the rate applicable to the commodity(s) in the shipment having the greatest aggregate actual weight.
- (6) (a) Except as provided in Par. (6)(B), the charge for a package (see NOTE 1) , or pallet, platform, rack or skid containing or bearing differently classed articles, shall be at the rate or class provided for the highest classed article in or on the package, pallet, platform, rack or skid. On LTL shipments only one of the articles taking the highest rate or class need be described. All the articles need not be specified on the shipping order or bill of lading (BOL), but must also appear on shipping order and BOL: "And other articles classed the same or lower", which may be abbreviated "RS or L" (see note 5).  
  
(b) When articles subject to different LTL or AQ classes in packages, containers or shipping forms authorized in the applicable classification description for such articles are securely unitized on lift truck pallets, platforms, racks or skids, they will be charged for at the actual weights of the separate articles, in the authorized packages or shipping forms used, at the applicable LTL or AQ classes (see NOTES 2 and 4) subject to the following:
  - (1) BOL and shipping order must specify the separate articles and the total weight of each article so unitized. BOL and shipping order must bear the notation: "The above contained on (insert number) pallets (platforms, rack or skids, as the case may be).

**640**

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**SECTION 1**

**RULES**

**ITEM**

**MIXED SHIPMENTS – LTL or AQ (concluded)**

- (2) Each shipment must have affixed thereto a packing slip listing the separately identified articles and the total weight of each such article unitized thereon.
- (3) The weight of pallets, platforms, racks, skids, unitizing material or packing devises as required by Par. (6)(B)(5) must be shown on shipping order and BOL and will be charged for at the lowest class applicable to any article(s) comprising not less than 5% of the weight unitized on such pallet, rack or skid.
- (4) Any article in a non-unitized shipment must be separately listed on the BOL and shipping order and will be charged for at the rate applicable to such articles.
- (5) When unitization is by container of box-type fiberboard construction, packing devises must be used in any unoccupied space between inner packages and inside top of outer container. Packing devices used must be of sufficient strength and design to prevent collapse of the outer container when top loaded with other freight.
- (7) When the LTL or AQ description for an article specifies an individual minimum weight per package or piece (see NOTE 3), no provisions being made for packages or pieces weighting less than the specified individual minimum, the total charge for the pieces shall be the same as would accrue on a like number of pieces, each of the specified individual minimum weight.
- (8) When the LTL or AQ description for an article in bundles specifies an individual minimum weight per bundle, no provision being made for the article "loose", a single loose article or piece weighing as much as or greater than the specified individual minimum weight per bundle, shall be charged for as a bundle.
- (9) When an article is differently classed LTL or AQ according to different weights of loose pieces (see NOTE 3), the total charge for a number of packages of a lesser weight shall be no greater than the charge for a like number of similar packages each of greater weight. This paragraph does not apply where different classes are published in individual items according to the density (pounds per cubic foot) of shipping packages.
- (10) Each package which weighs less than the individual minimum weight provided in the description must be charged for at such individual minimum weight in accordance with Par. (7) or (9) of this item, and each piece of freight which equals or exceeds the specified minimum weight must be charged for at actual weight.
- (11) Unless otherwise provided, where an LTL of AQ provision makes reference to specific mixtures based on an allowance or restriction by count, weight or percentage, such provision will not apply when the allowance or restriction is exceeded, as in the case of a maximum allowance, or is not met, in the case of a minimum requirement. When the maximum allowance is exceeded or the minimum requirement is not met, the provisions of Par. (2) through (10) are applicable.

**640  
conc.**

Note 1: Articles unitized in outer containers meeting the requirements for complying boxes and secured on lift truck pallets, platforms, rack or skids, will be subject to the classes applicable to the same articles when tendered in boxes.

Note 2: The term "Shipping Packages" or "Loose Pieces" do not refer to the inner container or articles enclosed in a shipping package.

Note 3: When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the shipment, or in the mixed packages comprising the shipment, provided the shipper also specifies such lowest classed article on the BOL and shipping order at time of shipment.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

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**NOTIFICATION PRIOR TO DELIVERY**

**647**

Notification prior to delivery means the service which necessitates the carrier to contact the consignor or consignee for specific delivery instructions, inclusive of an appointment procedure, whereby, prior to the carrier's equipment dispatch, carrier receives a specific date and time a shipment may be tendered for delivery.

This service shall be provided at a charge of \$21.00, billed to the party requesting such service.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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**PAYMENT of CHARGES**

All rates, charges, or other amounts published in carrier's Tariffs, are stated as U. S. Currency, and all charges are payable in lawful money of the United States.

If payment is not received within 30 days after invoice date, the discount afforded to the payor of the freight charges will be reduced by 50%. In the event charges are not paid within 60 days of the invoice date, 100% of the abovementioned discount will be canceled and full charges as indicated on the bill will be due and payable.

Payment of freight charges must be in the form of valid checks, drafts, money orders or other tender satisfactory to the carrier.

**720**

**PICKUP and DELIVERY SERVICE**

Except as otherwise provided, rates in carrier's Tariffs include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier at one site, and may include prior arrangements for delivery, subject to the following provisions:

**1. LOADING BY CARRIER:**

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or shall be immediately adjacent to a parking space suitable for the carrier to place its vehicle for loading. Loading includes stowing and counting of the freight in or on the carrier's vehicle. See Item 566 for Handling Freight At Positions Not Immediately Adjacent To Vehicle).

Carrier will furnish ONLY one person per vehicle for loading, be they the driver, helper, or any other carrier employee except as provided in Item 560 – Extra Labor.

**2. UNLOADING BY CARRIER:**

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle.

Carrier will furnish ONLY one person per vehicle for unloading, be they the driver, helper or any other carrier employee except as provided in Item 560 – Extra Labor.

When special loading or unloading equipment such as platform vehicles (other than two-wheeled hand-trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position is used in loading or unloading, the consignor or the consignee shall furnish same and the necessary labor to operate such equipment at their expense, and shall also assume responsibility for safe loading or unloading. However, the carrier's employees may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the shipper or consignee.

Rates include pickup and delivery at locations as follows:

Within a radius of one mile of the established railroad depot, post office, highway route traveled, or all points and places within the corporate limits.

**750**

**NON-APPLICATION**

Pickup or delivery service will not apply on

- A) class A or B explosives; B) hazardous waste of any kind; or C) Shipments originating at or destined to convention halls, exhibition halls, exhibit centers or other such like establishments.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

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**ITEM**

**PICKUP OR DELIVERY SERVICE – INSIDE DELIVERY AT A BUSINESS**

**751**

When the carrier is called upon to either pick up or deliver shipments to a location inside a business, the carrier will assess an additional charge of **\$8.50** per 100 pounds, subject to a minimum of **\$35.00** per shipment.

NOTE: The services provided under this item are subject to the Pickup and Delivery provisions found in Item 750.

**PICKUP OR DELIVERY SERVICE – RESIDENTIAL**

**753**

Unless otherwise stated, the rates in tariffs, pricing agreements, and contract of the carrier which are subject to this tariff do not include pickup nor delivery at a residence. When the carrier is called upon to either pick up or deliver shipments to a residential location, for this service the carrier will charge an additional **\$8.50** per 100 pounds, subject to a minimum of **\$35.00**, in addition to all other applicable charges.

NOTE 1: The services provided under this item are subject to the Pickup and Delivery provisions found in Item 750.

**PICKUP OR DELIVERY — OTHER THAN DURING REGULAR WORKING HOURS**

**756**

The provisions of this Item will ONLY apply to that portion of the pickup or delivery service performed outside of regular working hours, and ONLY when the shipper or consignee requests such service. The following charges will be assessed to the party requesting the following services, (Subject to Note 1).

- 1: The carrier will pickup or deliver shipments prior to 8 A.M. or after 5 P.M. Monday through Friday, except on Saturdays, Sundays, or Holiday (as defined in Item 110), for an additional charge of **\$93.00** per hour for truck and driver ONLY.
- 2: The carrier will pickup or deliver shipments on Saturdays, Sundays, or Holiday (as defined in Item 110) subject to an additional charge of **\$60.00** per hour for truck and driver ONLY, subject to a 4 hour minimum charge of **\$240.00**.

- NOTE 1:
- (a) The carrier is not obligated to provide such service.
  - (b) Time shall be computed from the time of departure from carrier's terminal until the time of return to the same terminal.

**PRECEDENCE OF RATES**

**765**

In the event of conflict of rates or discounts, the following provisions shall apply:

- A: If the shipper and the consignee each have an established discount, the debtor's discount shall prevail, except as provided in Paragraph B of this Item.
- B: If the shipper has an established outbound collect discount and the consignee has no established discount provisions, the shipper's "Outbound Collect" provisions shall apply in connection with collect shipments.
- C: In the absence of specific provisions maintained for a Third Party, those provisions in effect for the shipper shall apply. The term "Third Party", as used herein, does NOT include a separate billing address or Bank Payment Plan for the shipper or consignee.
- D: Commodity rate items shall NOT be subject to discounts, except as may be specifically provided.
- E: Specific net rates (Commodity or Contract) shall take precedence over any Class Rates (Discounted or Not).

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**ITEM**

**PROHIBITED OR RESTRICTED ARTICLES**

**PART 1: ARTICLES OF EXTRAORDINARY VALUE:**

**780**

(A) The following articles will NOT be accepted by the carrier for transportation NOR as premiums accompanying other articles. In the event a shipment is inadvertently accepted, whether returned to shipper or delivered to consignee, the shipment shall have a maximum liability of **\$.50** per pound.

- |   |  |
|---|--|
| Bank bills  | Museum exhibits or articles of antiquity, (See Note 4) |
| Currency, other than coin, (See Note 1)               | Notes  |
| Deeds   | Original works of art, (See Note 5)                    |
| Drafts  | Postage stamps   |
| Jewelry, other than costume or novelty jewelry        | Plants or Flowers, live                                |
| Letters, with or without stamps affixed, (See Note 2) | Revenue stamps, (See Note 3)                           |
| Livestock, other than ordinary                        | Valuable papers of any kind                            |
|   | Vegetables, fresh                                      |

Shipments consigned to exhibition halls or other such venues

Shipments from auto wrecking yards or "junk yards"

Items requiring temperature control: Plasma Televisions, Granite, Stone State.

Articles, the Actual Value of which exceeds **\$25.00** per pound, will NOT be accepted for shipment under rates governed by this Tariff.

NOTE 1: Monetary coins will ONLY be accepted as premiums when the total value of such coin(s) does NOT exceed 25¢ per retail sales unit. Coins must be contained within the retail sales unit packages. The outer shipping containers must NOT contain any references to or pictures of the coins within.

NOTE 2: United States Mail will be accepted when the shipper and the consignee are United States Post Offices.

NOTE 3: US Internal Revenue Distilled Spirits Stamps will be accepted ONLY in truckload or volume shipments.

NOTE 4: Antique furniture NOT exceeding a value of \$5.00 per pound, and numismatic exhibits, when property of the Federal Reserve Bank System of the United States, will be accepted when suitably packaged to withstand the hazards of transportation.

NOTE 5: Pictures or paintings NOT exceeding a value of \$5.00 per pound, will be accepted when suitably packaged to withstand the hazards of transportation.

**Part 2: FREIGHT LIABLE TO DAMAGE OTHER FREIGHT:**

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

**RATE QUOTES**

**800**

- (1) When carrier has furnished either orally or in writing an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment which are made know to the carrier.
- (2) Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the carrier or the shipper.
- (3) All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the weight, commodity or commodities shipped and transportation and related services performed in connection therewith. Rate quotes are valid for 48 hours.

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**SECTION 1**

**RULES**

**ITEM**

**RECONSIGNMENT OR DIVERSION**

**820**

Diversion or reconsignment is defined as being a change in the name or address of the consignee or a change in the shipment destination.

- (A) Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- (B) Where the diversion involves a change in destination, transportation charges shall be computed by applying the applicable mileage rate from the origin to final destination via the point of diversion or a combination of rates via the point of diversion, whichever produces the lower through charges.
- (C) A charge of \$32.00 shall be assessed per diversion or reconsignment.
- (D) This item does not apply on refused shipments, nor for shipments where delivery has been attempted (see Re-Delivery Item 830).
- (E) A shipment once tendered for delivery cannot be diverted nor reconsigned.
- (F) Only entire shipments, not portions, may be reconsigned.

**RE-DELIVERY**

**830**

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, the payor will be charged as if the shipment had been delivered.

Any additional tenders and final delivery shall be treated as a new shipment, with new local charges from whichever terminal carrier is performing the service.

**SEALS OR LOCKS APPLIED TO VEHICLES**

**880**

Except as otherwise specifically provided, shippers and receivers of freight will NOT be accorded the exclusive use of the carriers' vehicles. The carrier may, at its option and convenience, load and transport the freight of various shippers and receivers in the same vehicle. Except as provided in Item 470, the carrier at its option and convenience, for the purpose of so loading, commingling and transporting the shipments of various shippers and receivers in the same vehicle, may remove seals or locks from their vehicles which have been applied by shippers, receivers or owners of the property transported or to be transported.

When shippers, receivers or owners of the property transported specifically request, and so state on the bill of lading, that seals or locks NOT be removed, charges will be assessed on the basis of exclusive use of the vehicle as shown in Item 470.

**SERVICE STANDARDS**

**885**

Service Standards, carrier offers no guarantee of pick up, transportation or delivery of any shipment by any particular schedule, other than reasonable dispatch, and does not offer any reduction or cancellation of freight rates, or other charges, in the event of excessive or unreasonable transit times caused by any reason.

**SPECIAL SERVICES**

**890**

When at the request of the shipper or consignee, the carrier performs accessorial services not otherwise covered by the carrier's Tariffs, charges will be assessed as follows:

- 1: For Extra Labor to **load/unload**, see Item 560 for Extra Labor charges.
- 2: For Extra Labor for **sorting, segregation, forklift service, and other services which delay pick up and/or delivery: \$22.00** per 15 minutes, subject to a minimum charge of **\$44.00**.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

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**SECTION 1**

**RULES**

**ITEM**

**STOPPING IN TRANSIT**

Prepaid shipments picked up and delivered by the carrier may be stopped in transit to complete loading or to partially unload at a charge of **\$75.00** per stop, in addition to all other applicable rates and charges.

**900**

NOTE 1: This Item will NOT apply in connection with C.O.D. or Order Notify Shipments.

NOTE 2: The transportation charges will be based on the actual or minimum weight, whichever is higher, for the entire shipment from the first point of pickup to the final delivery, including any freight loaded at a stop-off point.

NOTE 3: The consignor must provide the carrier with an appropriately written Bill of Lading for each component part and a single "Master Bill of Lading" prior to or at the first point of pickup. The Master Bill of Lading must set forth in summary the total number of pieces and the total weight of all commodities in the shipment and must make reference by number to each bill of lading for a component part.

NOTE 4: Shipments may be stopped in transit at a point, or points between the origin and the final destination over the route over which the rates to such final destination apply, subject to a deviation of 10 air miles.

NOTE 5: When the Master Bill of Lading lists shipments to one party at more than one address, that party shall be considered a separate consignee at each address.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

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**SECTION 1**

**RULES**

**STORAGE**

**910**

Freight held in the carrier's possession by reason of an act or omission of the shipper, the consignee or the owner, or for customs clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions and charges:

- 1: Free time begins at 12:01 A.M. the day after the freight is delivered by the carrier.
- 2: The term "Business Day" as used in this Item means Monday through Friday, excluding holidays as defined in Item 110 of this Tariff. Any fraction of a 24 hour period or hundred-weight will be increased to the next 24 hour period or hundred-weight.
- 3: After free time expires, the carrier's liability on a shipment held under the provisions of this item will be that of a warehouseman, and the carrier may transfer the shipment to a public warehouse at owner's expense. Storage charges under this Item will NOT apply on the day the carrier places the freight in a public warehouse. The carrier will bill for PUBLIC warehouse charges at cost plus 10%.
- 4. In the computation of charges in this item, any fraction part of 24 hours will be considered as one day and fraction of 100 pounds will be considered 100 pounds.

**LTL SHIPMENTS  
(48 HOURS of FREE TIME)**

STORAGE CHARGE per 100 LBS, per 24 HOURS	MINIMUM CHARGE per 24 HOURS	MINIMUM CHARGE per SHIPMENT
\$ 1.25	\$ 6.00	\$ 19.00

**TRUCK LOAD SHIPMENTS (10,00 pound or more)  
or FULL TRAILERS  
(24 HOURS of FREE TIME)**

STORAGE CHARGE per 100 LBS, per 24 HOURS	MINIMUM CHARGE per 24 HOURS
\$ 1.50	\$ 224.00

**VEHICLES FURNISHED BUT NOT USED**

**985**

When an order for equipment is placed by consignor or consignee and such order is subsequently cancelled or postponed, the following will apply:

- A. If equipment has not left carrier's terminal, there will be no charge.
- B. If equipment has left carrier's terminal and due to no disability, fault or negligence on the part of the carrier, the equipment is NOT used, a charge of **\$180.00** per dispatched power unit will be assessed against the party making such a request. Detention Charges will also apply if the equipment is detained at the point of origin beyond the free time allowed.

**WEIGHT VERIFICATION**

**992**

When the carrier is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of **\$39.75** will be made by the carrier for each reweighing obtained. In no case shall this charge be less than the amount paid by the carrier to the public weighmaster for each weight certificate.

If requested by the shipper or consignee to weigh a vehicle both empty and loaded, the above charge will be made for each separate weighing.

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**SECTION 2**

**EXPLANATION OF ABBREVIATIONS USED IN TARIFFS**

(0000) ..... NMFC Commodity Description Item Number	KD ..... Knocked Down
(p0000) ... Non-Governing Reference to NMFC Item in <u>Part</u>	KDF ..... Knocked Down Flat
AKA ..... Also Known As	LBS. .... Pounds
Alt. .... Alternate	LCL ..... Less Than Container Load
Bbl(s) ..... Barrel(s)	LTL ..... Less Than Truck Load
BOL ..... Bill of Lading	M. .... Thousand Pounds
C. .... Hundred Pounds	MAX. .... Maximum
CFR ..... Code of Federal Regulations	MIN. .... Minimum
Chg(s) ..... Charge(s)	NC ..... No Commodity Listing in the NMFC
C.O.D. .... Collect on Delivery	NMFC ..... National Motor Freight Classification
Conc. .... Concluded	NOI ..... Not Otherwise Indicated in This Tariff
Cont. .... Continued	NOS ..... Not Otherwise Specified in This Tariff
CWT .. Cents per Hundred-Weight / Cents per 100 Pounds	NZ ..... Non Zip Code Point
DOT ..... Department of Transportation	PIN ..... Pacific Inland Tariff Bureau, Agent
F.C.C.O.D. .... Freight Charges Collect on Delivery	REV. .... Revision
FF ..... Folded Flat	RS or L ..... Other Articles Rated Same or Lower
Hwy. .... Highway	SL&C ..... Shipper's Load and Count
IH ..... Interstate Highway	STB ..... Surface Transportation Board of the US DOT
Incl. .... Inclusive	SU ..... Set Up
Jct. .... Junction	TL ..... Truckload
	USH ..... United States Highway
	Viz. .... Namely
	Vol. .... Volume
	WT ..... Weight

**EXPLANATION OF REFERENCE MARKS USED IN TARIFFS**

◆ ..... Reduction	▲ ..... Denotes changes in wording which result in neither increases nor reductions in charges
◆ ..... Increase	● ..... No Increase
§ ..... Addition	■ ..... Page <b>without</b> substantive change.
<input checked="" type="checkbox"/> ..... Same <b>Issued Date</b> as Original Title Page	<input checked="" type="checkbox"/> ..... Same <b>Effective Date</b> as Original Title Page
< ..... Less Than	> ..... Greater Than
<= ..... Less Than or Equal to	>= ..... Greater Than or Equal to

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**SUMMARY TABLE**

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
COD (Collect on Delivery)	3% of COD Amount	\$ 25.00	430
Detention – Other than Truck Load	\$ 30.00 per first ½ hour	\$ 15.00 each addn'l ¼ hr.	502
Detention – Vehicles with Power Units	\$ 23.00 per ¼ hour	\$ 45.00	500
Diversion, Reconsignment	\$ 32.00		820
Expedited & Same Day Service	\$60.00 per hour	\$240.00	530
Extra labor	\$ 22.00 per ¼ hour	\$ 44.00	560
Flatbed Service	\$180.00		520
Liftgate Service	\$25.00 per pickup or delivery		573
Minimum Charge, Absolute	\$ 63.00		610
P/U or Delivery, Residential	\$ 8.50 per 100 lbs	\$ 35.00	753
P/U or Delivery, Inside Delivery at a Business	\$ 8.50 per 100 lbs	\$ 35.00	751
P/U or delivery – Other than normal hours	\$ 93.00 per hour/driver		756
P/U or delivery – Weekend & Holidays	\$ 60.00 per hour/driver	\$ 240.00	756
Stopping in Transit	\$ 75.00 per stop		900
Vehicles Furnished But NOT Used	\$ 180.00 per dispatched truck		985
Weight Verification	\$ 39.75 per reweighing	\$ 39.75	992

**– HANDLING FREIGHT at POSITIONS NOT IMMEDIATELY ADJACENT to VEHICLE –**

566

per 100 POUNDS	MIN / SHIPMENT/VEHICLE	MAX /SHIPMENT/VEHICLE
\$ 8.00	\$ 53.00	\$ 675.00

**STORAGE  
LTL**

910

STORAGE CHARGE per 100 POUNDS per 24 HOURS per shipment	24 hr MIN CHARGE	MIN CHARGE per shipment
\$1.25	\$ 6.00	\$ 19.00

**STORAGE  
TRUCK LOAD**

STORAGE CHARGE per 100 POUNDS per 24 HOURS per SHIPMENT	MIN. CHARGE per 24 hours
\$1.50	\$ 224.00

This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

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