

**PERFORMANCE FREIGHT SYSTEMS, INC.**  
**RULES AND REGULATIONS**  
**TARIFF PFEG 110**

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**ITEM 1 Definition – Shipment:**

Except as otherwise provided, a Shipment is a lot of freight received from one consignor, at one point of origin, at one time, for one consignee, at one destination, and covered by one bill of lading. A L.T.L. shipment is any quantity of freight which is not subject to truckload rates and minimum weights. A Truckload Shipment is a shipment for which truckload rates and minimum weights are provided. The term "Truck" as used herein shall mean a truck, trailer or semi-trailer.

**ITEM 2 Application of Rates:**

Except as otherwise provided, rates herein are stated in cents per 100 pounds. Unless otherwise provided, rates herein include pickup and delivery service within the limits of the cities, towns or villages from and to which rates apply. Such services will only be performed at points directly accessible to carrier's vehicle. In no case shall the charge for a lesser quantity of freight be greater than the charge for a greater quantity of like kind freight moving from and to the same points over the same route.

Pricing programs apply on commodities specifically provided for in individual customer tariff items or contracts and only to the. Customer's tariffs and contracts will be will be in hard copy form designated with a customer account code, and offered as support of final charges. These tariffs and or contracts may or may not be signed by both the Customer and Carrier. Tariffs or contracts that will apply will be that of the most current effective date of either and will be subject to Item 33 of Tariff PFEG 110.

Carrier reserves the right to modify, suspend or cancel pricing programs at its sole discretion at any time without notice.

**ITEM 3 Arrival Notice and Undelivered Freight:**

Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.

If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.

The notice will be given by telephone, if convenient and practicable; otherwise by mail or courier. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of the shipment.

If the consignee's address is unknown to the carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the Bill of Lading.

In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 AM on the first business day after it was mailed.

**UNDELIVERED FREIGHT:**

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

Undelivered shipments will be subject to Storage as provided in Item 41.

On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.

**ITEM 4 Bills of Lading – Liabilities and Penalties:**

Carrier will not be responsible for any liability provided on Bills of Lading. Carrier will not be responsible for any penalties, late fees, or any other similar charges regardless if shown on original Bills of Lading. Carriers' drivers' signature does not indicate acceptance of any of the aforementioned terms.

**ITEM 5 Bills of Lading - Order Notify Shipments:**

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$21.00 per shipment, which charge will be in addition to all other lawful transportation charges.

**ITEM 6 Bills of Lading - Corrected Bills of Lading:**

A charge of \$13.00 in addition to all other applicable charges will be assessed against the payor of the freight charges for processing such corrected bills of lading. Any change in the collection status will not be permitted after payment has been received.

1. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
2. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within the prescribed credit guidelines.
3. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper and the shipper must have established credit with Performance Freight Systems. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in lieu of a corrected bill of lading, subject to all other provisions of this Item.
4. When the carrier is instructed, after the shipment has been picked up, to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment, and the shipment has not yet been delivered. The third party bill to must have established credit and guaranty to pay Performance Freight Systems. Should the third party bill to fail to pay within terms, then the original shipper will become responsible for the freight charges. Such a shipment will not be excepted if the consignor executes section 7 of the bill of lading.
5. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.
6. Corrected bills of lading changing the description, density or weight of commodities in a shipment will not be accepted by the carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected bill of lading. The carrier reserves the right to refuse corrections where the validity of the correction information has not been verified to the satisfaction of the carrier, or where execution of the correction request would violate laws, rules or regulations.

**ITEM 7 Carrier Liability:**

Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability will be subject to item 36 but in no event will exceed \$10.00 per pound per individual lost or damaged piece within the shipment, subject to \$100,000.00 maximum total liability per shipment, and provided further that Carrier's liability on household goods, articles other than new articles, such as used and/or refurbished articles, or personal effects shall not exceed ten cents per pound per individual lost or

damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$ \_\_\_\_\_, and Shipper agrees to pay an additional charge of \$0.55 per \$100.00 of value in excess of the standard covered liability at the time of shipment for excess liability coverage. Total declared value may not exceed \$500,000.00 per shipment.

**ITEM 8 C.O.D. Shipments:**

C.O.D. shipments must be prepaid and will be accepted under the following conditions: Bills of lading and shipping orders must be plainly endorsed "C.O.D. Shipment", with the amount to be collected inserted.

Only bank cashier's checks, bank certified checks or money orders payable to the shipper will be accepted in payment of a C.O.D. shipment unless written instructions are issued by the shipper at the time shipment is made for some other means of payment.

The charges for collection and return of money or consignee's check on C.O.D. shipments will be \$38.00 for each collection or 3% of the C.O.D. amount.

In the handling of a C.O.D. shipment, carrier shall immediately upon collection of all monies, and in no event later than fifteen days after delivery to the consignee, unless otherwise instructed by the consignor, remit to the consignor all monies collected by it on such shipment.

Time consumed waiting for orders under this item will be considered part of the unloading time and detention charges will be assessed as provided in ITEM 14.

**ITEM 9 Collect Shipment non Credit Fee:**

When credit has not been previously established and the collection of freight charges is required at the time of delivery. A fee of \$16.00 will be assessed.

**ITEM 10 Collection of Freight Charges:**

**SECTION 1 - COLLECTION OF FREIGHT CHARGES**

All rates and charges are subject to the payment rules and regulations of the Interstate Commerce Commission at 49 CFR 377, and the provisions set forth herein.

All lawfully applicable freight charges are due and payable at time of shipment for PREPAID shipments, and at time of delivery for COLLECT shipments. Upon request and receipt of information sufficient to assure payment of tariff charges at a later date, credit may be extended for a period of thirty (30) calendar days, beginning on the day following the date of mailing of the Freight Bill by the carrier, including Saturdays, Sundays, and holidays.

**SECTION 2 - PENALTY FOR NON-PAYMENT OR LATE PAYMENT**

Allowance or discounts shall apply only when tariff charges are paid within the maximum credit period of 45 calendar days permitted by 49 CFR 377.

Failure to make payment of freight charges to the carrier for service performed within sixty (60) calendar days of presentation of the Freight Bill will result in the following late payment service charges:

Age of Unpaid Invoice	Late Payment Service Charge (% of principal)	Minimum Service Charge
61-90 days	25%	\$125.00
Over 90 days	50%	\$250.00

**SECTION 3 - CHARGES FOR RETURNED CHECKS**

When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the carrier, and the check is returned unpaid due to insufficient funds, or stop payment, or any other reason, an additional service charge of \$30.00 per check will be assessed.

**SECTION 4 - THIRD PARTY BILLING**

When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be

placed on the bill of lading and shipping order by the consignor at the time of shipment, except as provided in Paragraph 3.

When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the specified credit period.

Shipments subject to the provisions of this section will not be accepted if the consignor executes Section 7 of the Bill of Lading.

#### SECTION 5 – OFFSET OF OVERCHARGE AND LOSS & DAMAGE CLAIMS

The customers responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims (whether filed or unfilled).

#### **ITEM 11 Limited Access Locations:**

When Carrier makes a pickup or delivery at a location with Limited Access, the following charge shall apply per the following PFEG Zone, State and three Digit Zip Range.

PFEG Zone:	State:	3 Digit Zip Range:	AMC:
Chicago and its Commercial Zone	IL	600 - 611	48.00
Midwest Zone	IA	500 - 528	52.00
Midwest Zone	IL	612 - 629	52.00
Midwest Zone	IN	460 - 479	52.00
Midwest Zone	MI	480 - 497*	52.00
Midwest Zone	MN	550 - 567	52.00
Midwest Zone	MO	630 - 658	52.00
Midwest Zone	ND	580 - 588	55.00
Midwest Zone	NE	680 - 693	55.00
Midwest Zone	OH	430 - 458	52.00
Midwest Zone	SD	570 - 577	55.00
Northeast Zone	CT	060 - 069	63.00
Northeast Zone	DC	200 - 205	63.00
Northeast Zone	DE	197 - 199	63.00
Northeast Zone	MA	010 - 027	63.00
Northeast Zone	MD	206 - 219	63.00
Northeast Zone	ME	039 - 049	63.00
Northeast Zone	NH	030 - 038	63.00
Northeast Zone	NJ	070 - 089	63.00
Northeast Zone	NY	100 - 149	63.00
Northeast Zone	PA	150 - 196	63.00
Northeast Zone	RI	028 - 029	63.00
Northeast Zone	VA	220 - 246	63.00
Northeast Zone	VT	050 - 059	63.00
Southeast Zone	AL	350 - 369	55.00
Southeast Zone	AR	716 - 729	55.00
Southeast Zone	FL	320 - 349	55.00
Southeast Zone	GA	300 - 319	55.00
Southeast Zone	KS	660 - 679	55.00
Southeast Zone	KY	400 - 427	55.00
Southeast Zone	LA	700 - 714	55.00
Southeast Zone	MS	386 - 397	55.00
Southeast Zone	NC	270 - 289	55.00
Southeast Zone	OK	730 - 749	55.00

Southeast Zone	SC	290 - 299	55.00
Southeast Zone	TN	370 - 385	55.00
Southeast Zone	TX	750 - 799	55.00
Wisconsin Intrastate Zone 1	WI	530 - 534	48.00
Wisconsin Intrastate Zone 2	WI	535 - 537, 542 - 543, 549	48.00
Wisconsin Intrastate Zone 3	WI	538 - 539, 541, 544	48.00
Wisconsin Intrastate Zone 4	WI	546 - 547	48.00
Wisconsin Intrastate Zone 5	WI	540, 545, 548	48.00

*MI 497 lower peninsula points only. MI 497 upper peninsula points with no service are as follows:
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49710, 49715, 49719, 49724, 49725, 49726, 49728, 49736, 49745, 49748, 49752, 49757, 49760, 49762, 49768, 49774, 49775, 49780, 49781, 49783, 49784, 49785, 49786, 49788, 49790, 49793
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The terms LIMITED ACCESS LOCATIONS include but are not limited to the following:

Commercial establishments not open to the walk in public normal business hours.

Construction sites (see note 1)

Fairs, Carnivals

Military Bases / Installations

Mine Sites (see note 2)

Prisons

Freight charges must be PPD on all shipments consigned to Limited Access Locations.

In the case of delivery, the charge provided for in this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of item 28 and assessed to the party requiring the additional notice.

Note 1 - The term "Construction Site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2 – The term "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

**ITEM 12 Cross Dock Handling Service:**

When freight is delivered to a Performance Freight Systems terminal for distribution and is picked up at the same Performance Freight Systems terminal dock by the consignee or an interline carrier or delivered to Performance Freight Systems for consolidation or distribution, a handling charge of \$0.80 per cwt., subject to a \$13.00 minimum charge will apply.

**ITEM 13 Cubic Capacity and Density Rule:**

When a shipment is tendered and occupies 750 cubic feet or more, or occupies 750 cubic feet or more to assure the safe loading (subject to carriers' determination) and has an average density of less than 6 pounds per cubic foot shall be subject to this item. Eligible shipments will be subject to a minimum charge determined by the applicable class 77.5 rate per customer contract attachment A and or tariff in effect at the time of shipment multiplied by the calculated weight. The calculated weight may be determined by multiplying the cubic capacity of the shipment by 6 pounds for each cubic foot or portion thereof. When this item has application, the carriers' freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge will be assessed. Shipments subject to the provisions of this item shall not be subject to any otherwise applicable discounts.

**ITEM 14 Detention:**

There will be an allowance of one half hour at each origin and destination for the purpose of loading or unloading. Any time in excess of the free time allowance shall be charged for the rate of \$15.00 per 15 minute period or fraction thereof. This charge shall be in addition to all other rates and charges.

**ITEM 15 Exposition or Convention Center Deliveries:**

When a shipment is tendered to either picked up from or consigned to an Exposition Center or Convention Center the following charges will apply.

Eligible shipments will be prepaid and subject to a minimum charge determined by the applicable class 100 rate. Shipments subject to the provisions of this item shall not be subject to any otherwise applicable discounts.

**ITEM 16 Extra Labor-Loading or Unloading:**

When the consignor or consignee requires the service of an additional person for loading or unloading purposes, there will be an additional charge of \$55.00 per hour subject to a 1 hour minimum charge.

**ITEM 17 Fractions - Dispositions:**

If a fraction results when computing the charges on a shipment, dispose of the fraction as follows:

- a. If less than .5 of 1/2, drop the fraction.
- b. If .5 of 1/2 or greater, increase the fraction to the next whole number.

**ITEM 18 Fuel Surcharge:**

The surcharge will apply to net freight charges. The surcharge will be calculated utilizing the Department of Energy U.S. National average fuel price index. This index is available from the United States Department of Energy each Monday after 4:00 P.M. by calling (202) 586-6966 or at the Web site: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

The fuel surcharge will be as follows and will be updated each Tuesday at 8:00 A.M.

The LTL fuel surcharge will be calculated on shipments weighing less than 20,000 lbs, or utilizing less than 20 linear feet of any one shipment.

The TL fuel surcharge will be calculated on shipments weighing more 20,000 lbs or more, or utilizing 20 linear feet or more of any one shipment.

WHEN THE APPLICABLE AVERAGE DIESEL PRICE IS: (In Cents Per Gallon)		FUEL SURCHARGE PERCENT	
Column A		Column B	
AT LEAST	BUT LESS THAN	LTL	TL
200	201	11.60%	19.20%
201	202	11.70%	19.40%
202	203	11.80%	19.50%
203	204	11.90%	19.70%
204	205	12.00%	19.80%
205	206	12.10%	20.00%
206	207	12.20%	20.20%
207	208	12.30%	20.30%
208	209	12.40%	20.50%
209	210	12.50%	20.70%

210	211	12.60%	20.80%
211	212	12.70%	21.00%
212	213	12.80%	21.20%
213	214	12.90%	21.30%
214	215	13.00%	21.50%
215	216	13.10%	21.70%
216	217	13.20%	21.80%
217	218	13.30%	22.00%
218	219	13.40%	22.20%
219	220	13.50%	22.30%
220	221	13.60%	22.50%
221	222	13.70%	22.70%
222	223	13.80%	22.80%
223	224	13.90%	23.00%
224	225	14.00%	23.10%
225	226	14.10%	23.30%
226	227	14.20%	23.50%
227	228	14.30%	23.60%
228	229	14.40%	23.80%
229	230	14.50%	24.00%
230	231	14.60%	24.10%
231	232	14.70%	24.30%
232	233	14.80%	24.50%
233	234	14.90%	24.60%
234	235	15.00%	24.80%
235	236	15.10%	25.00%
236	237	15.20%	25.10%
237	238	15.30%	25.30%
238	239	15.40%	25.50%
239	240	15.50%	25.60%
240	241	15.60%	25.80%
241	242	15.70%	26.00%
242	243	15.80%	26.10%
243	244	15.90%	26.30%
244	245	16.00%	26.40%
245	246	16.10%	26.60%
246	247	16.20%	26.80%
247	248	16.30%	26.90%
248	249	16.40%	27.10%
249	250	16.50%	27.30%
250	251	16.60%	27.40%
251	252	16.70%	27.60%
252	253	16.80%	27.80%
253	254	16.90%	27.90%
254	255	17.00%	28.10%
255	256	17.10%	28.30%
256	257	17.20%	28.40%
257	258	17.30%	28.60%
258	259	17.40%	28.80%
259	260	17.50%	28.90%

260	261	17.60%	29.10%
261	262	17.70%	29.30%
262	263	17.80%	29.40%
263	264	17.90%	29.60%
264	265	18.00%	29.70%
265	266	18.10%	29.90%
266	267	18.20%	30.10%
267	268	18.30%	30.20%
268	269	18.40%	30.40%
269	270	18.50%	30.60%
270	271	18.60%	30.70%
271	272	18.70%	30.90%
272	273	18.80%	31.10%
273	274	18.90%	31.20%
274	275	19.00%	31.40%
275	276	19.10%	31.60%
276	277	19.20%	31.70%
277	278	19.30%	31.90%
278	279	19.40%	32.10%
279	280	19.50%	32.20%
280	281	19.60%	32.40%
281	282	19.70%	32.60%
282	283	19.80%	32.70%
283	284	19.90%	32.90%
284	285	20.00%	33.00%
285	286	20.10%	33.20%
286	287	20.20%	33.40%
287	288	20.30%	33.50%
288	289	20.40%	33.70%
289	290	20.50%	33.90%
290	291	20.60%	34.00%
291	292	20.70%	34.20%
292	293	20.80%	34.40%
293	294	20.90%	34.50%
294	295	21.00%	34.70%
295	296	21.10%	34.90%
296	297	21.20%	35.00%
297	298	21.30%	35.20%
298	299	21.40%	35.40%
299	300	21.50%	35.50%
300	301	21.60%	35.70%
301	302	21.70%	35.90%
302	303	21.80%	36.00%
303	304	21.90%	36.20%
304	305	22.00%	36.30%
305	306	22.10%	36.50%
306	307	22.20%	36.70%
307	308	22.30%	36.80%
308	309	22.40%	37.00%
309	310	22.50%	37.20%

310	311	22.60%	37.30%
311	312	22.70%	37.50%
312	313	22.80%	37.70%
313	314	22.90%	37.80%
314	315	23.00%	38.00%
315	316	23.10%	38.20%
316	317	23.20%	38.30%
317	318	23.30%	38.50%
318	319	23.40%	38.70%
319	320	23.50%	38.80%
320	321	23.60%	39.00%
321	322	23.70%	39.20%
322	323	23.80%	39.30%
323	324	23.90%	39.50%
324	325	24.00%	39.60%
325	326	24.10%	39.80%
326	327	24.20%	40.00%
327	328	24.30%	40.10%
328	329	24.40%	40.30%
329	330	24.50%	40.50%
330	331	24.60%	40.60%
331	332	24.70%	40.80%
332	333	24.80%	41.00%
333	334	24.90%	41.10%
334	335	25.00%	41.30%
335	336	25.10%	41.50%
336	337	25.20%	41.60%
337	338	25.30%	41.80%
338	339	25.40%	42.00%
339	340	25.50%	42.10%
340	341	25.60%	42.30%
341	342	25.70%	42.50%
342	343	25.80%	42.60%
343	344	25.90%	42.80%
344	345	26.00%	42.90%
345	346	26.10%	43.10%
346	347	26.20%	43.30%
347	348	26.30%	43.40%
348	349	26.40%	43.60%
349	350	26.50%	43.80%
350	351	26.60%	43.90%
351	352	26.70%	44.10%
352	353	26.80%	44.30%
353	354	26.90%	44.40%
354	355	27.00%	44.60%
355	356	27.10%	44.80%
356	357	27.20%	44.90%
357	358	27.30%	45.10%
358	359	27.40%	45.30%
359	360	27.50%	45.40%

360	361	27.60%	45.60%
361	362	27.70%	45.80%
362	363	27.80%	45.90%
363	364	27.90%	46.10%
364	365	28.00%	46.20%
365	366	28.10%	46.40%
366	367	28.20%	46.60%
367	368	28.30%	46.70%
368	369	28.40%	46.90%
369	370	28.50%	47.10%
370	371	28.60%	47.20%
371	372	28.70%	47.40%
372	373	28.80%	47.60%
373	374	28.90%	47.70%
374	375	29.00%	47.90%
375	376	29.10%	48.10%
376	377	29.20%	48.20%
377	378	29.30%	48.40%
378	379	29.40%	48.60%
379	380	29.50%	48.70%
380	381	29.60%	48.90%
381	382	29.70%	49.10%
382	383	29.80%	49.20%
383	384	29.90%	49.40%
384	385	30.00%	49.50%
385	386	30.10%	49.70%
386	387	30.20%	49.90%
387	388	30.30%	50.00%
388	389	30.40%	50.20%
389	390	30.50%	50.40%
390	391	30.60%	50.50%
391	392	30.70%	50.70%
392	393	30.80%	50.90%
393	394	30.90%	51.00%
394	395	31.00%	51.20%
395	396	31.10%	51.40%
396	397	31.20%	51.50%
397	398	31.30%	51.70%
398	399	31.40%	51.90%
399	400	31.50%	52.00%

When the price of diesel fuel is 401 cents per gallon or greater, the LTL fuel surcharge will increase by an additional 0.10% for every one-cent increase in the price of fuel.

When the price of diesel fuel is 401 cents per gallon or greater, the TL fuel surcharge will increase by an additional 0.14% for every one-cent increase in the price of fuel.

**ITEM 19 Freezable Protection:**

Protective service for freezables will be provided at Carrier's discretion on shipments from November 1st through April 30th, subject to the following:

- a. Suitable equipment is available.
- b. The Bill of Lading must be clearly marked with the notation, "Protect From Freezing".
- c. Outside temperature is forecast to be 10 degrees Fahrenheit or higher.

- d. Protect from Freezing service will be available on Thursdays but at the Carriers discretion may be held for freeze protection based on projected weather forecasts and shipment destination.
- e. Protect from Freezing service will not be available on Fridays or the day before a holiday.
- f. Protect from Freezing service will not be available on shipments requiring appointments.
- g. Protect from Freezing service will not be available on shipments requiring "will call" or "dock pick up".
- h. Protect from Freezing service will not be available on COD and Order Notify shipments.
- i. When Protect from Freezing is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- j. Each package must have the notation "protect from freezing" if the shipment is less than 10,000 lbs.

Carrier's cargo claim liability will be subject to the limits and provisions as provided in the current PFEG 110 Rules and regulations Tariff.

Carrier may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

The charge for Protect from Freezing is \$0.95 cwt subject to a minimum charge of \$17.00 per shipment.

**ITEM 20 HIGH COST AREAS:**

When a shipment is tendered to either be picked up from or consigned to any of the following points, the following charges will apply.

Eligible shipments will be subject to a minimum charge determined by the applicable class rate. Shipments subject to the provisions of this item shall not be eligible for any otherwise applicable discounts.

Florida – Keys and Sanibel Islands		Massachusetts - Martha's Vineyard	
City	Zip Code	City	Zip Code
Captiva	33924	Chilmark	02535
Sanibel	33957	Edgartown	02539
		Menemsha	02552
		Oak Bluffs	02557
		Vineyard Haven	02568
		Vineyard Haven	02573
		West Tisbury	02575
Florida - Keys		Massachusetts - Nantucket	
City	Zip Code	City	Zip Code
Key Largo	33037	Nantucket	02554
Islamorada	33036	Nantucket	02564
Long Key	33001	Siasconset	02584
Marathon	33050		
Big Pine Key	33043		
Summerland Key	33042		
Key West	33040		

**ITEM 21 Home Depot Unloading Allowance:**

Shipments consigned to The Home Depot will be assessed an unloading allowance of \$0.75 CWT with a minimum charge of \$3.00 per shipment.

**ITEM 22 Handling Freight at Positions Not Immediately Adjacent to Vehicles:**

When requested by consignor or consignee, and carriers operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in ITEM 2.

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

Service provided under this item will be assessed a charge of 400 cents per 100 pounds subject to a minimum charge of \$40.00 per shipment.  
 The charges provided in the item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service.

**ITEM 23 Impracticable Operations:**

Nothing in this tariff shall require carrier to pickup and deliver at places where conditions of public or private highways, streets or alleys renders impracticable the operation of carrier's vehicle.

**ITEM 24 Hazardous Materials Handling Charge:**

Shipments of Hazardous Materials as defined by Department of Transportation Regulations, including 49 CFR Parts 100 through 180, when transported in a carriers vehicle will be subject to a handling charge of \$10.00 per shipment in addition to all other lawful charges

**ITEM 25 Irregular Service:**

This carrier operates on irregular schedules under arrangements with the shippers made in advance of shipment. All shipments will be handled with reasonable dispatch, but the carrier does not guarantee to make delivery at any specified time.

**ITEM 26 Lift Gate Service:**

1. Where carrier is required or requested to employ mechanical loading devices, including hydraulic lifting or lowering devices, to accomplish pick up or delivery of the goods to or from carrier's vehicle, an additional charge per the following rate schedule will be assessed upon the actual weight of the shipment or shipments for which such service is rendered at one time.
2. The charges for this service shall be paid by the party for whom the service is performed or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicles.

If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

Pallets, Skids and or pieces may not exceed any of the following: fifty inches in width, sixty inches in length, ninety inches in height, or two thousand pounds in weight.

STATE	MIN./C	CWT	MAX/C	STATE	M/C	CWT	MAX/C
AR	\$80.00	\$3.25	\$185.00	MO	\$80.00	\$3.25	\$185.00
AL	\$80.00	\$3.25	\$185.00	MS	\$80.00	\$3.25	\$185.00
CT	\$80.00	\$3.25	\$185.00	NC	\$80.00	\$3.25	\$185.00
DC	\$80.00	\$3.25	\$185.00	ND	\$80.00	\$3.25	\$185.00
DE	\$80.00	\$3.25	\$185.00	NE	\$80.00	\$3.25	\$185.00
FL	\$80.00	\$3.25	\$185.00	NH	\$80.00	\$3.25	\$185.00
GA	\$80.00	\$3.25	\$185.00	NJ	\$80.00	\$3.25	\$185.00
IA	\$80.00	\$3.25	\$185.00	NY	\$80.00	\$3.25	\$185.00
IL	\$55.00	\$3.25	\$185.00	OH	\$80.00	\$3.25	\$185.00
IN	\$80.00	\$3.25	\$185.00	OK	\$80.00	\$3.25	\$185.00
KY	\$80.00	\$3.25	\$185.00	PA	\$80.00	\$3.25	\$185.00
KS	\$80.00	\$3.25	\$185.00	RI	\$80.00	\$3.25	\$185.00
LA	\$80.00	\$3.25	\$185.00	SC	\$80.00	\$3.25	\$185.00
MA	\$80.00	\$3.25	\$185.00	SD	\$80.00	\$3.25	\$185.00
MD	\$80.00	\$3.25	\$185.00	TN	\$80.00	\$3.25	\$185.00
ME	\$80.00	\$3.25	\$185.00	TX	\$80.00	\$3.25	\$185.00

MN	\$55.00	\$3.25	\$185.00	VA	\$80.00	\$3.25	\$185.00
MI	\$80.00	\$3.25	\$185.00	VT	\$80.00	\$3.25	\$185.00
				WI	\$45.00	\$2.50	\$135.00

**ITEM 27 Light or Bulky Freight:**

When a shipment or portion of a shipment is tendered is of such nature or bulk as to require more than 75% of the full loading capacity of a truck for transportation or would prevent the safe loading of like freight in or on such truck. ( subject to carrier's determination ) , That shipment will be charged for on the basis of the lowest applicable truck load rate subject to a minimum weight of 20,000 pounds, at the class 50 applicable rate as stated in carrier-shipper attachment A rate agreement in effect at the time of shipment, with no discount.

**ITEM 28 Lineal Foot Minimum Charge:**

1. Any shipment which occupies 12 or more lineal feet of a vehicle will be subject to the following minimum charge:

Mileage	Charge per lineal foot
0-100	\$26.50
101-300	\$31.50
301-500	\$38.75
501-700	\$63.00
701-1000	\$84.00
1001-1500	\$92.50
1501-2000	\$120.50
2001-2500	\$136.50
2501-and over	\$168.00

2. The term lineal foot shall be defined as a quantity not exceeding 100 cubic feet, and in weight not exceeding 1000 lbs per lineal foot. The carrier may, at its discretion, define a lineal foot as less than 100 cubic feet and/or less than 1,000 lbs. when a shipment is tendered, packaged or loaded as to prevent reasonable safe loading, or exceeds the weight or size limitations of state or regulatory bodies.

3. When the provisions of items 13, 27 or 28 may apply to a single shipment, the provisions producing the highest charge will apply.

4. The mileage is determined by the PC Miler mileage guide in effect at the time of shipment from origin point to destination point. After determining the mileage, asses the charge per lineal foot found opposite that mileage group.

**ITEM 29 Lumper Services:**

When Lumper services are required by either the Shipper or Consignor, and the company will not allow the Carrier to provide the labor required to perform either the pickup or delivery service. The Carrier will access these charges to the party responsible for the freight charges at the time of shipment referenced by a Lumper receipt.

**ITEM 30 Long Island, NY Surcharge:**

Shipments destined to the zips of 10300 through 11999 will be subject to the following surcharge. Minimum Charge - \$45.00

A rate equal to that of one hundred and fifty percent (%150) of the original discounted base rate of the shipment as rated, not to include that of any accessorial charges that may apply to the subject shipment.

This charge will be in addition to all other rates and charges.

**ITEM 31 Marking or Tagging Freight:**

Changing Markings or Tags (Exception to NMFC Item 580)

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

\$0.85 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$13.00 per shipment.

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

**ITEM 32 Maryland Eastern Shore Bridge Surcharge:**

Shipments destined to the zips of 21601 through 21699 and 21801 through 21899 will be subject to the following surcharge.

Minimum Charge - \$45.00

A rate equal to that of one hundred and fifty percent (%150) of the original discounted base rate of the shipment as rated, not to include that of any accessorial charges that may apply to the subject shipment.

This charge will be in addition to all other rates and charges.

**ITEM 33 Minimum Charge – Absolute:**

Except where provided in items, negotiated pricing agreements or tariffs referenced by a specific effective date and termination date, the absolute minimum charge will be subject to an automatic rate increase that of the overall average rate increase of the PFEG 1000A series tariffs on the effective date of that tariff. This will apply to the absolute minimum charge regardless of any and all governing class, commodity or specific pallet or piece tariffs. The absolute minimum charge for a shipment shall be the applicable rate for each article(s) multiplied by the actual weight of each article(s) but not less than the applicable minimum charge based on origin, destination, actual weight, NMFC class and density for the following zones.

PFEG Zone:	State:	3 Digit Zip Range:	AMC:
Chicago and its Commercial Zone	IL	600 - 611	48.00
Midwest Zone	IA	500 - 528	68.00
Midwest Zone	IL	612 - 629	68.00
Midwest Zone	IN	460 - 479	68.00
Midwest Zone	MI	480 - 497*	68.00
Midwest Zone	MN	550 - 567	68.00
Midwest Zone	MO	630 - 658	68.00
Midwest Zone	ND	580 - 588	68.00
Midwest Zone	NE	680 - 693	68.00
Midwest Zone	OH	430 - 458	68.00
Midwest Zone	SD	570 - 577	68.00
Northeast Zone	CT	060 - 069	85.00
Northeast Zone	DC	200 - 205	85.00
Northeast Zone	DE	197 - 199	85.00
Northeast Zone	MA	010 - 027	85.00
Northeast Zone	MD	206 - 219	85.00
Northeast Zone	ME	039 - 049	85.00
Northeast Zone	NH	030 - 038	85.00
Northeast Zone	NJ	070 - 089	85.00
Northeast Zone	NY	100 - 149	85.00
Northeast Zone	PA	150 - 196	85.00
Northeast Zone	RI	028 - 029	85.00
Northeast Zone	VA	220 - 246	85.00

Northeast Zone	VT	050 - 059	85.00
Southeast Zone	AL	350 - 369	85.00
Southeast Zone	AR	716 - 729	85.00
Southeast Zone	FL	320 - 349	85.00
Southeast Zone	GA	300 - 319	85.00
Southeast Zone	KS	660 - 679	85.00
Southeast Zone	KY	400 - 427	85.00
Southeast Zone	LA	700 - 714	85.00
Southeast Zone	MS	386 - 397	85.00
Southeast Zone	NC	270 - 289	85.00
Southeast Zone	OK	730 - 749	85.00
Southeast Zone	SC	290 - 299	85.00
Southeast Zone	TN	370 - 385	85.00
Southeast Zone	TX	750 - 799	85.00
Wisconsin Intrastate Zone 1	WI	530 - 534	37.00
Wisconsin Intrastate Zone 2	WI	535 - 537, 542 - 543, 549	42.00
Wisconsin Intrastate Zone 3	WI	538 - 539, 541, 544	42.00
Wisconsin Intrastate Zone 4	WI	546 - 547	58.00
Wisconsin Intrastate Zone 5	WI	540, 545, 548	58.00

*MI 497 lower peninsula points only. MI 497 upper peninsula points with no service are as follows: 49710, 49715, 49719, 49724, 49725, 49726, 49728, 49736, 49745, 49748, 49752, 49757, 49760, 49762, 49768, 49774, 49775, 49780, 49781, 49783, 49784, 49785, 49786, 49788, 49790, 49793
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**ITEM 34 Notification Prior to Delivery:**

PART 1: On shipments, upon which charges are based on less than 20,000 pounds, including minimum charges, a charge of \$15.00 per shipment will be assessed when the carrier is required by notation on the bill of lading to give telephone or written notice of arrival, or to schedule a delivery appointment no later than the next business day after the shipment is available for delivery.

PART 2: When carrier is requested by the consignee to give telephone or written notice of arrival, or to schedule a delivery appointment no later than the next business day after the shipment is available for delivery, a charge of \$16.00 per shipment will be assessed.

NOTE: The party responsible for freight charges shall also be responsible for the charges accrued under this item.

**ITEM 35 Over-Dimension Freight – Over-Length Charge:**

Shipments containing an article (s) each measuring in excess of twelve (12) feet in length Will be rated at 150% of the applicable rate for each such article (s), subject to a Minimum Charge equal to 150% of the applicable Minimum Charge for such shipment. Where a carrier has established a Floor Minimum Charge, such charge will be increased 150%.

**ITEM 36 Pickup or Delivery at Private Residences / Schools / Churches:**

*The provisions of this item apply when the consignee is located at a private residence, apartment, camp (other than military), church, country club, estate, farm, mini-storage, rectory or school, hereinafter referred to collectively as "Residential"*

Shipments picked up at, or delivered to, private residences or camps (other than military) will be assessed a charge per State per shipment as follows.

STATE	MIN./C	STATE	M/C
AR	\$55.00	MO	\$52.00

AL	\$55.00	MS	\$55.00
CT	\$63.00	NC	\$55.00
DC	\$150.00	ND	\$55.00
DE	\$63.00	NE	\$55.00
FL	\$55.00	NH	\$63.00
GA	\$55.00	NJ	\$63.00
IA	\$52.00	NY	\$63.00
IL	\$52.00	OH	\$52.00
IN	\$52.00	OK	\$55.00
KY	\$55.00	PA	\$63.00
KS	\$55.00	RI	\$63.00
LA	\$55.00	SC	\$55.00
MA	\$63.00	SD	\$55.00
MD	\$75.00	TN	\$55.00
ME	\$63.00	TX	\$55.00
MN	\$52.00	VA	\$63.00
MI	\$52.00	VT	\$63.00
		WI	\$52.00

*MI 497 lower peninsula points only. MI 497 upper peninsula points with no service are as follows:
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49710, 49715, 49719, 49724, 49725, 49726, 49728, 49736, 49745, 49748, 49752, 49757, 49760, 49762, 49768, 49774, 49775, 49780, 49781, 49783, 49784, 49785, 49786, 49788, 49790, 49793
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The charges provided in this item will apply separately for pick up and delivery and will be in addition to all other applicable charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party whose location requires such service.

**ITEM 37 Pickup or Delivery Service - Saturdays, Sundays, Holidays, or Non Business**

**Hours:**

When consignor or consignee request carriers to pickup or deliver freight or to place or pickup empty trailer(s) on (Vehicles without power units) Saturdays, Sundays, holidays or non business hours (See Note A), such service will be subject to a charge of \$58.00 per man per hour, or fraction thereof, minimum charge of \$116.00 per man per day. Such charge shall be in addition to all other applicable charges.

Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.

The carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or holidays.

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

*If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.*

NOTE A: Non Business Hours are between 8:00 p.m. & 6:00 a.m.

**ITEM 38 Quotation of Estimated Charges:**

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 shipments (s) which are made known to the carrier.

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.

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 commodity or commodities shipped and transportation and related services performed in connection therewith.

**ITEM 39 Precedence of Rates:**

Class rates may be used only when no commodity rates have been published to apply from and to the same points over the same route.

**ITEM 40 Reconsignment or Diversion:**

A request for the reconsignment or diversion of a shipment will be subject to the following conditions and charges.

DEFINITIONS OF RECONSIGNMENT OR DIVERSION: For the purpose of this rule, the terms "RECONSIGNMENT" and "DIVERSION" are considered to be synonymous, and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination point.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (NOTE B).
- (e) Instructions received by the originating carrier prior to receipt of shipment (NOTE C).

CONDITIONS:

- (a) Requests for reconsignment must be made in writing or confirmed in writing. 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. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected
- (c) All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments, may be reconsigned.
- (e) An Order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
- (f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.
- (g) Remarketing or Tagging will be subject to item 27.

When through no fault of the carrier reconsignment or diversion of a shipment is required or requested and is delivering within the same state, the charge for such service will be 60% of the original freight charge, subject to a minimum charge of \$45.00.

When through no fault of the carrier reconsignment or diversion of a shipment is required or requested and is delivering outside of the same state. Eligible shipments will be subject to the applicable class rate with a 50% discount, subject to a \$68.00 minimum charge.

**ITEM 41 Redelivery Service:**

When through no fault of the carrier a redelivery of a shipment is required or requested, the charge for such service will be 60% of the original freight charge, subject to a minimum charge of \$38.00

**ITEM 42 Released Valuation and Liability on Commodities Subject to Exceptions Ratings and or Pallet Ratings:**

Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.

Carrier's liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the articles(s) lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading; or, (3) applicable limited liability provisions of the NMFC (note 3); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid. (See Note 1)

*Class Exception	**Maximum Liability	*Class Exception	**Maximum Liability
Pallet Rate	\$0.50	70	\$6.50
50	\$2.00	77.5	\$8.50
55	\$3.00		
60	\$3.50		
65	\$4.00		
*For class exceptions class 85 and greater, the maximum liability is \$10.00 per pound per package.			
**Maximum liability per pound per individual lost or damaged piece within the shipment.			

- (1) Shipper must indicate in writing on the Bill of Lading at time of shipment the total dollar amount of excess value coverage requested.

**EXAMPLE**

Shipper requesting additional excess value coverage must enter on the Bill of Lading the following wording:

"Excess value coverage requested"

- Or -

"Excess value coverage requested: \$25,000.00"

- (2) Excess value charges must be paid by the party responsible for payment of the freight charges.
- (3) When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

Note 1: Shipper declared values in excess of the maximums provided in this item will be accepted as a request for excess coverage and additional charges applied as indicated above.

Note 2: Excess value coverage shall not exceed full actual value of the article(s) lost or damaged in transit.

Note 3: Commodities subject to class exceptions of freight of all kinds and class exceptions for which released rating are provided in the NMFC must be released to the lowest value provided for such commodity as indicated above.

**ITEM 43 Returned, Undelivered Shipments:**

When through no fault of the carrier, a shipment is refused or rejected by consignee and is ordered returned to the original point of origin, the charge on the return movement shall be equal to the applicable rate or charge and minimum weight in effect on an inbound movement (subject to attachment A and /or tariff in place) on the date the shipment is ordered returned. This charge will be in addition to all other applicable rates and charges

**ITEM 44 Security Surcharge New York City and Washington DC:**

Shipments destined to the zips 10000-10299 20000-20599 will be subject to the following surcharge.

Shipments rated with PFEG 1000A series effective 11/01/06 and after will be assessed an additional minimum charge of \$55.00 in addition to all other rates and charges.

Shipments rated with any other rate base will be assessed the following additional charges.

\$6.70 CWT

Minimum Charge - \$55.00

Maximum Charge - \$410.00

This is in addition to all other rates and charges.

**ITEM 45 Single Shipment Pickup Charge:**

Any single shipment consisting of 500 pounds or less tendered the carrier alone will be subject to a charge of \$18.00. This charge will be an addition to all other applicable charges.

**ITEM 46 Sorting or Segregating:**

When carrier is required to sort and/or segregate Consignor or Consignee's shipment or shipments, a charge of \$0.50 cents per carton subject to a \$20.00 minimum charge will apply in addition to all other lawful charges. The charges provided in this item will be assessed against the party requesting the service and must be guaranteed to the satisfaction of the carrier before the service is performed. (See NOTE A).

NOTE A: Excludes Sunday's and legal holidays.

**ITEM 47 Special Services – Equipment:**

Whenever any shipper requests or requires the use of any specialized transportation equipment, charges for such equipment will be quoted on a per shipment basis. These charges will be an addition to all other applicable charges.

**ITEM 48 Storage Charges:**

When through no fault of the carrier and/or at the instruction of the consignor or consignee shipment (s) require storage by the carrier, the following provisions will apply:

Charges will accrue on the day after the delivery is attempted or on the day instruction for storage is received, whichever is sooner.

Charges for each 24 hour period begin at 7am of that day and any fraction of the next day or any successive days beyond 7am will be charged as a full 24 hour period.

Charges will be 60 cents per 100 pounds per 24 hours subject to a minimum charge of \$16.00 per shipment per 24 hours.

EFFECTIVE JANUARY 3, 2011