



DC Logistics Rules Tariff DCLC 100

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APPOINTMENT DELIVERY**ITEM 100**

1. Appointment delivery is the carrier's delivery, or attempted delivery of a shipment within a 4-hour window of the scheduled time and in accordance with the Carrier's normal transit standards in effect at the time of the shipment under the terms and conditions set forth in this document. The "scheduled delivery commitment" is based upon the transit standards between any two eligible zip codes. Contact Customer Service at 1-877-325-6447 for eligible zip codes or go to our website at www.dc-logistics.com for our points list.
2. Eligibility: Shipments picked up by 5:00 PM local time for direct point service are eligible for appointment delivery. The scheduled delivery commitment is based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur. (i.e., does not cover missed pick-ups). When applicable appointment delivery sticker or request is accepted by the Carrier, appointment delivery covers all direct shipments from all direct points to all direct points in CA, AZ, NV.
3. Requesting an appointment delivery service: In order to request the appointment delivery service, the customers must clearly and distinctly indicate "Appointment Delivery" and the desired time on the face of the bill of lading when the shipment is tendered to the Carrier or must affix the furnished "Appointment Delivery" sticker to the face of the bill of lading.
4. Charges for Appointment Delivery service are the debtor's otherwise applicable net line haul charges for that shipment (the "Standard Charges"), plus \$45.00 per shipment.

APPLICATION OF TARIFF**ITEM 110**

1. This tariff contains rules and charges for application in connection with shipments moving under rates and other provisions in each other tariff, which is made subject to this tariff as a governing publication.
2. Except as otherwise specifically provided, any reference to rates or charges in any Item in this tariff will be understood to refer to all rates or charges in this tariff, or in any tariffs governed by this tariff, insofar as such rates or charges have application in connection with the provisions where such reference appears.
3. Notations on bills of lading attempting to exempt parties from accessorial or additional charges or requests for notification approval will not be recognized when the service is required to complete pickup or delivery of the shipment.

ADVANCE CHARGES**ITEM 120**

(Exception to NMFC Item 300)

1. Carrier will advance charges "incidental to the transportation of the shipment" only. The nature of the charges must be stated on the Bill of Lading at the time of shipment.
2. When charges incidental to the transportation of the shipment are to be advanced, the following handling charges will apply:
 - a. 4.9% of the amount advanced, subject to a \$100.00 minimum charge. These charges will be collected from Consignee unless prepaid by Shipper and so noted on the Bill of Lading at time of shipment.
3. The term "incidental to the transportation of the shipment" includes only the following:
 - a. Inbound transportation charges and cost of preparing immediate transportation entry papers. Ocean transportation charges moving in foreign commerce will not be advanced.
 - b. Charges for in bond or custom house, loading, unloading, warehouse storage and handling, demurrage, wharfage, or handling charges on import shipments, Carrier's storage, import handling, packing or crating, or drayage from actual origin to Carrier's service center.
 - c. Charges for broker's fees, or customs or in bond shipments, except charges will not be advanced on shipments transported through the United States as they move from one foreign country to another.

APPLICATION OF CLASSIFICATION RULES**ITEM 125**

1. Except as otherwise provided, rates and rating specified in this tariff are subject to the rules of National Motor Freight Classification 100 Series, supplements thereto or subsequent reissues thereof.
2. Where a rule is published in this tariff covering the same service published herein, to the extent of its application, will apply in lieu of the rules published in the NMFC.
3. On exception ratings where the form of shipment (loose, bulk, bundles, etc.) or the kind of container (bag, barrels, boxes, crates, etc.), is specified in the description of article upon which ratings are provided in this tariff, such ratings apply only when such articles are tendered for shipment in the shipping form or in the kind of container specified, and the alternate container provisions of Rule 685 of NMFC will not apply

PRE-DELIVERY NOTIFICATION**ITEM 200**

1. When notification prior to delivery is requested, by any means whatsoever, the following charges will apply: \$35.00 per shipment.
2. This item will not apply on initial notification for shipments moving from or to a private residence or limited-access location.

NON-BUSINESS HOURS**ITEM 250**

When Carrier is requested to perform services outside the normal business hours, such as, but not limited to, pickup or delivery service, during non-business hours outside of 08:00 AM to 5:00 PM Monday through Friday, and Carrier agrees to perform the services, the following charges will apply: \$250.00 additional charge per shipment, plus original rates quoted for TL or LTL.

WEEKEND AND HOLIDAY SERVICE**ITEM 300**

When Carrier is requested to perform pick-up or delivery services on Saturdays, Sundays, Holidays or other Non-Business Days, Carrier agrees to perform the service at a charge of \$120.00 per hour subject to a \$480.00 minimum charge.

1. Charges will be assessed based upon the time Carrier departs from the service center until its return thereto.
2. Weekends and Holidays pick-ups or deliveries must be pre-arranged and not just requested on the bill of lading. If just requested on bill of lading, carrier is not obligated to perform service.

WILL CALL PICK UP WEEKEND AND HOLIDAY**ITEM 350**

Shipments where Will-Call service if pre-arranged for picked up from the Carrier's service center on weekends or holidays will be subject to an additional charge of \$250.00.

REDELIVERY**ITEM 400**

When an LTL shipment is tendered for delivery, and through no fault of Carrier such delivery cannot be accomplished, the following charge for each additional tender of delivery to the original destination point will apply:

- a. \$5.00 per cwt., subject to a minimum charge of \$75.00. Maximum charge will be \$525.00 per shipment.
- b. Redelivery charges will not apply on shipments picked up at original destination service center.

The charges provided in this Item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee or a third party.

RECONSIGNMENT, DIVERSION AND RELINQUISHMENT**ITEM 450**

Requests for reconsignments, diversion, or relinquishment must be received in writing from Consignor or Payor. Carrier must be satisfied the party making the request has the authority to do so. If an agent of Consignor or Payor makes a reconsignment request, then in addition to the standard

written request, the agent should indicate whether the request is made as an agent of Consignor or an agent of Payor.

1. When shipment is at Carrier's service center at point of origin and Consignor/Payor requests the shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery, and/or in the destination point, the following charge will apply:
 - a. \$35.00 per shipment plus linehaul charges from origin to final destination.
 - i. Applicable only if shipment has not been loaded onto linehaul trailer, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer.
2. When shipment is at Carrier's service center at point of origin and Consignor or Payor requests the shipment be returned (relinquished) to the original place of shipment or delivered to another carrier, the following charge will apply:
 - a. Prior to delivery, \$6.00 per cwt., subject to a minimum charge of \$35.00. Maximum charge will be \$800.00 per trailer, per shipment.
 - i. Applicable only if shipment has not been loaded onto linehaul trailer, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer.
3. When, except as provided in paragraphs 1 and 2, Consignor or Payor requests a shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery, and/or in the destination point, the following provisions will apply:
 - a. When Consignee's name is changed, but place of delivery is not changed:
 - i. Prior to delivery, \$35.00 per shipment plus linehaul charges from origin to final destination.
 - ii. After tender of delivery when redelivery is requested or required, \$6.00 per cwt., subject to minimum charge of \$35.00 and a maximum charge of \$800.00 per trailer per shipment, plus linehaul charges from origin to final destination.
 - b. When place of delivery is changed and Carrier services both original and new destination point by the same service center:
 - i. Prior to delivery, \$35.00 per shipment plus linehaul charges from origin to final destination.
 - ii. After tender of delivery, \$6.00 per cwt., subject to a minimum charge of \$100.00 and a maximum charge of \$1,200.00 per trailer per shipment, plus linehaul charges from origin to final destination.
 - c. When destination point is changed and Carrier services both original and new destination points by different service centers:
 - i. Prior to delivery, applicable rates and charges to and from the reconsignment point.
 - ii. After tender of delivery, applicable rates and charges to and from the reconsignment point, but not less than the through rate from original origin to original destination point.
 - d. When Consignor/Consignee accepts shipment at Carrier's service center located at reconsignment point or when origin Carrier relinquishes to another Carrier at origin Carrier's service center located at reconsignment point:
 - i. Prior to delivery, \$6.00 per cwt., subject to a minimum charge of \$35.00, plus applicable rates from origin to reconsignment point.

- ii. After tender of delivery, \$6.00 per cwt., subject to a minimum charge of \$100.00, plus rates from origin to reconsignment point.
 - e. When portions of shipments are reconsigned/rerouted, each portion will be considered a separate shipment. The charges applicable in part 3 (c) of this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned. Sorting and segregating service, when required, will be charged for per Item 650 in addition to all other applicable charges.
- 4. When, prior to pickup or receipt of shipment, instructions are received by the originating Carrier to reconsign a shipment, and shipment is accompanied by a through Bill of Lading, the following provisions and charges will apply:
 - a. Instructions to Carrier must be received by originating service center.
 - b. Carrier will accept the shipment when tendered by the party in possession of the shipment.
 - c. Carrier will issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment.
 - d. Carrier will execute the Bill of Lading for the through shipment.
 - e. A flat charge of \$35.00 per shipment plus linehaul charges from origin to final destination will apply.
- 5. Except as provided in paragraph 1 and 2 herein, prior to delivery shall apply only when Carrier receives request for reconsignment before shipment has been loaded onto delivery trailer or before the shipment has been dispatched for delivery.
- 6. Carrier will make a diligent effort to execute a request for reconsignment. However, Carrier shall not be liable for any type of consequential, special, indirect, or exemplary damages, which are the result of delay in reconsignment, including, but not limited to, loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.
- 7. Charges as found in Item 2000—Marking or Tagging Freight—will not apply on shipments subject to this item.
- 8. Except as otherwise provided in paragraph 2 herein, see Item 475 for Returned Shipments.
- 9. See Item 1800 for Blind Shipment.

RETURNED SHIPMENTS	ITEM 475
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1. Upon request of Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin (the original destination of the outbound shipment).
2. Shipments moving under the provisions of this item will be subject to all other provisions of the rules tariff, except Item 2000—Marking or Tagging Freight.

DETENTION AT PICKUP AND/OR DELIVERY	ITEM 500
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When Carrier's trailer or vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, detention charges will begin upon expiration of the applicable free time allowed and will end when the trailer or vehicle is loaded or unloaded and is available for movement. Free time will begin when Carrier notifies Consignor/Consignee that the trailer is available for loading or unloading.

The following detention charges will apply:

1. For detention with power (driver in vehicle), the following charges and provisions will apply:
 - a. \$20.00 per trailer for each 15 minutes or fraction thereof, subject to a minimum charge of \$80.00.
 - b. Free time will be determined as follows:

WEIGHT PER STOP	FREE TIME PER STOP
Less than 1,000 pounds	15 minutes
1,000 through 4,999 pounds	30 minutes
5,000 through 9,999 pounds	40 minutes
10,000 pounds or more	60 minutes

- a. Non-working periods, such as meal, coffee, or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
 - c. DC Logistics, LLC shall have the right to collect charges from Payor in the case of both loading or unloading, regardless of whether linehaul charges are prepaid or collect.
 - d. When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:
 - i. Request trailer or vehicle without power remain. Free time will cease, and detention without power will begin with applicable free time.
 - ii. Request trailer or vehicle leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer is returned. Storage and redelivery charges will apply without additional free time.
 - iii. Detention with power will also apply when Carrier assists in loading, unloading, counts, or checks the freight whether the power remains or not.
2. For detention without power (dropped trailer), the following charges and provisions will apply:
- a. \$120.00 per trailer or vehicle for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when Customer notifies Carrier that the equipment is available to Carrier.
 - b. Free time will be determined as follows:
 - i. 24 hours, excluding non-business days.
 - c. Subject to availability of equipment, Carrier will spot trailer or vehicle for loading or unloading on the premises or designated site as requested by Consignor/Consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.
 - d. Consignor/Consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show, "shipper load and count." When a trailer or vehicle is unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
 - e. Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a trailer or vehicle loaded by Consignor and will end when Carrier spots trailer or vehicle for unloading by Consignee, as the case may be.

LIFTGATE PICKUP OR DELIVERY

ITEM 550

- 1. The charges for this service will be paid by the party that requested the service or guaranteed by the Shipper. When carrier has the means to move the freight from the vehicle to ground level, the liftgate charges named herein will apply. Services will only be rendered at locations that are safe and accessible to the vehicle.
- 2. When carrier provides liftgate the charge will be \$6.50 per cwt subject to a minimum charge of \$65.00 subject to a maximum charge of \$300.00 per shipment.

INSIDE PICKUP OR DELIVERY

ITEM 600

- 1. Inside Pickup or Delivery shall be defined as a pickup or delivery performed from or to an area beyond that area immediately adjacent to the Carrier's vehicle.
- 2. When Consignor/Consignee requests and Carrier's conditions permit, the following charges will apply for an Inside Pickup or Delivery:
 - a. \$6.50 per cwt subject to a minimum of \$65.00 and a maximum of \$300.00 per shipment

3. Service will be provided to floors above or below the level accessible to Carrier's pup/set or vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to Carrier.

SORT, SEGREGATE AND RECONSTRUCT**ITEM 650**

1. When Consignor/Consignee requests or when the product terms of sale requires a shipment be sorted or segregated according to size, brand, flavor, or other distinguishing characteristics, and placed on Consignee's dock, pallet, or similar device, or if Consignor/Consignee requests the shipment to be reconstructed, and Carrier is able to provide suitable labor to perform the service, the following charges will apply:
 - a. \$4.00 per cwt. subject to a minimum charge of \$100.00, which shall be billed to the debtor of the shipment.
2. This item will not apply when Consignor tenders shipment in a sorted or segregated manner and so notates on the Bill of Lading, unless Consignee requests additional sorting and segregating.
3. Notwithstanding any provision to the contrary that may be contained herein, when the shipment is requested to be sorted or segregated but Consignor fails to tender the shipment in that manner, DC Logistics, LLC shall have the right, but not the obligation, to bill the charges to Consignor and such charges shall then be borne by Consignor.

EXTRA LABOR**ITEM 700**

When Consignor/Consignee requests extra labor be furnished for loading, unloading, or similar services, if labor is available, the following charges will apply:

1. \$96.00 per person for each hour, or fraction thereof.
2. Time will be computed from the time the extra labor departs from Carrier's service center through its return to the service center, excluding any time servicing other Customers.
3. When service is provided during non-business time, charges stated in Item 700 are not applicable. Refer to Item 250 for applicable charges.

LIMITED ACCESS PICKUP OR DELIVERY LOCATIONS**ITEM 750**

1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:
 - \$6.00 per cwt subject to a \$85.00 minimum charge and a \$300 maximum charge.
2. The term LIMITED ACCESS LOCATION includes storage units, day cares, camps, military facilities, country clubs, court houses, detention facilities, fairs or carnivals, jails, outdoor flea markets, prisons, state or national parks, traveling shows, churches, schools, casinos mine sites, farm or ranch, commercial establishments not open to the public and any other sites requiring inspection of driver or vehicle before permitting access to the site.
3. In the case of delivery, such charge will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.

RESIDENTIAL PICKUP OR DELIVERY**ITEM 800**

When Carrier makes a pickup or delivery at a private residence, the following charges will apply: \$6.00 per cwt with a \$150.00 minimum charge and a \$300 maximum charge.

1. The term "Residence" means:
 - A. Private residences, apartment complexes, and dormitories
 - B. Businesses located at a private residence, that are not open to the walk-in public during normal business hours.
2. Such deliveries are limited to curbside delivery. Delivery beyond the curbside such as onto a driveway or into a garage shall be considered Inside Delivery and applicable charges provided in Item 600 shall apply in addition to all other rates and charges.

3. In the case of delivery, such charge will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.
4. The charge assessed will apply separately for pickup and separately for delivery and will be in addition to all other applicable charges.

EXTREME LENGTH**ITEM 850**

When shipments contain any shipping unit or piece with a dimension exceeding 8 feet in length, the following charges will apply (rounded up to the nearest 1 inch):

1. 8' but less than 12':
\$300.00 per shipment, in addition to the otherwise applicable rates and charges
2. 12' but less than 15':
\$600.00 per shipment in addition to the otherwise applicable rates and charges
3. 15' but less than 20':
\$900.00 per shipment in addition to the otherwise applicable rates and charges
4. 20' but less than 27':
\$1,200.00 per shipment in addition to the otherwise applicable rates and charges
5. Over 27':
Capacity Load rate will be assessed.

Extreme Length charges are in addition to the otherwise applicable rates and charges. Shipments with multiple handling units that meet more than one length criteria will only be charged for the longest length within the shipment.

This item will not apply on shipments subject to Exclusive Use, Capacity Load, or Cubic Capacity and Density rules, or to TL or volume rates and charges.

Provisions of this item not applicable on Intra-Mexico shipments.

Carrier may refuse shipments with any handling unit containing a dimension of 12 feet or greater in length, or at DC Logistics' sole discretion, shipments may be accepted and delivered.

HAZARDOUS MATERIALS**ITEM 900**

1. Carrier will accept shipments of hazardous materials or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation.
2. When Consignor/Consignee requests Carrier to transport hazardous materials or substances, the following charges will apply:
 - a. \$45.00 per shipment
3. This rule doesn't not obligate the Carrier to transport shipments beyond the scope of its operating certificates or in violation of any law, regulation or ordinance.

STORAGE**ITEM 950**

When, through no fault of Carrier, freight is held in Carrier's possession by reason or act or omission of Consignor/Consignee or Owner, or for custom clearance or inspection, such freight will be considered stored and the following charges per shipment will apply:

1. When freight is held by Carrier:
 - a. \$3.00 per cwt. per each 24 hours, subject to the following minimum and maximum charges:
 - i. Minimum charge, LTL, \$35.00 per shipment per each 24 hours, but not less than \$75.00 per shipment.
 - ii. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$200.00 per shipment.
 - iii. Maximum charge, LTL and/or TL, or per trailer if more than one trailer or if a vehicle is used:
 1. \$200.00 for the first 24 hours or fraction thereof.
 2. \$350.00 for the second 24 hours or fraction thereof.

3. \$450.00 for the third and each succeeding 24 hours or fraction thereof.
2. When freight is placed in a public warehouse:
 - a. \$5.00 per cwt. per each 24 hours, subject to the following minimum and maximum charges:
 - i. Minimum charge, LTL and/or TL, \$100.00.
 - ii. Maximum charge, LTL and/or TL, or per trailer or a vehicle if more than one trailer is used, \$800.00.
3. Storage charges will begin accruing at 12:01 a.m. the first business day following arrival notice (see Item 1700 for definition of arrival notice) to Consignor/Consignee, except no charges will apply on deliveries if actual tender of delivery is made within 24 hours after such notice of arrival has been given, nor on day of actual delivery. Storage charges will only be applicable on the actual number of business days such shipment is stored.
4. When a shipment is placed on hand, storage charges begin the next business day after Notice of Refused or On Hand Freight has been sent.
5. Duty to Mitigate Damaged Freight: When Consignee refuses to accept a damaged item which can be repaired or mitigated at a reasonable cost and in the event Carrier is compelled to sell the item at auction or salvage, Carrier's legal liability, if any, is for the amount realized from such sale, less Carrier's expenses.
6. When a shipment is on hand and disposition has not been received or proper mitigation has not been performed by the specified date shown on the issued notice, freight will be sold at public auction. A fee of \$250.00 will apply to cover all handling, administrative and other associated costs.

PROHIBITED ITEMS
ITEM 1000

Shipments containing the following commodities that have been shipped unmarked or without the knowledge of Carrier will be assessed a fee of \$15.00 per 100 pounds subject to a minimum charge of \$250.00. In addition, shipper will be responsible for claims, loss and/or any other freight or property damage resulting from handling said shipments.

- Animals: live or carcasses (other than lab specimens or trophies)
- Antiques: furniture, glassware, collectibles, memorabilia and jewelry
- Art/Original Work of Art
- Asbestos products
- Automobiles: other than amusement rides or children's
- Carbon: Activated, Black and/or Fiber
- Cash, Currency or Checks: uncashed, endorsed or
- Christmas Trees
- Corpses, organs, body parts, embryos or cremated or disinterred human remains
- Etiological Agents: Infectious material (typhoid, polio, etc.)
- Firearms, when pick-up or delivery includes a Residence or an Individual
- Fireworks
- Food (including beverages) not completely enclosed by a container as defined by the Food & Drug Administration and/or requiring temperature or other environmental control for any purpose whatsoever, including, but not limited to, safety or product condition
- Frozen Goods: food, medicines, drugs, chemicals
- Garbage
- Grandfather Clocks, Pianos, or Organs (instrument)
- Graphite Powder
- Hazardous Materials (HazMat):
 - Explosives – all Classes and Divisions (gun powder, dynamite, etc.)
 - Flammables – Class 4.1, 4.2, & 4.3 in Bulk Containers

PROHIBITED ITEMS (cont'd)

ITEM 1000

- Poison – Class 6.2 (Any Quantity)
- Poison Gas – Class 2.3, Zones A (Any Quantity), B-C-D in Bulk Containers
- Poison Liquids or Solids – Class 6.1, Zones A (Any Quantity), B in Bulk Containers
- Radioactive Materials – Class 7 (Any Quantity)
- Hazardous Waste and/or PCB's (Any Quantity)
- Jewelry, other than costume or novelty
- Improperly packaged freight
- Meat, fresh
- Medical Waste
- Metal Scraps: loose or unpackaged
- Metallic Mercury
- Milk, fresh
- Nitrocellulose
- Precious and semi-precious stones, precious metals, including but not limited to gold, silver, platinum, palladium, etc.
- Any item classified as a Schedule I Drug, or containing greater than 0.3% THC (Tetrahydrocannabinol), or Illegally Obtained or Manufactured Substances – These include Schedule I Narcotics, and THC & Marijuana products unless such products were grown and manufactured pursuant to a federally-certified plan.

MAXIMUM CARRIER LIABILITY

ITEM 1100

1. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC 100 Series, or at an FAK or Exception Class, if applicable, whichever is less, and will apply to the weight of the lost or damaged articles. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A as follows.
2. In no event shall the Carrier's liability exceed \$50,000 per shipment.

Column A	Column B	Column A	Column B	Column A	Column B
Rated Class	Maximum Value per Pound	Rated Class	Maximum Value per Pound	Rated Class	Maximum Value per Pound
50	\$2.00	85	\$12.00	175	\$15.00
55	\$2.00	92.5	\$15.00	200	\$15.00
60	\$2.50	100	\$15.00	250	\$15.00
65	\$4.00	110	\$15.00	300	\$15.00
70	\$6.00	125	\$15.00	400	\$15.00
77.5	\$8.00	150	\$15.00	500	\$15.00

3. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
4. Liability for loss, damage or destruction to any shipment or part thereof in connection with Spot Quote or Volume Quote pricing shall be limited to the lowest of the following:
 - a) Actual invoice cost of the shipment
 - b) Applicable limit of liability provided in the NMFC
 - c) \$1.00 per pound per package, subject to a maximum of \$10,000 per shipment.

5. Liability for loss, damage or destruction to any shipment of Furniture as described in Items 79000 through 83649 of the NMFC shall be limited to a maximum of \$2.00 per pound per distribution package.
6. Commodities or articles which are in any way other than new (including but not limited to, commodities or articles which are used, reconditioned, refurbished, or rebuilt); or articles purchased through Internet auctions, whether listed on the Bill of Lading as such or not, will be accepted for transportation subject to a maximum Carrier liability of \$0.10 per pound for the article(s) lost, damaged or destroyed.
7. Claims shall be processed in accordance with established procedures specified in the National Motor Freight Classification.
8. Liability on shipments moving under published DCHA pallet rates shall not exceed \$2.00 per pound.
9. Liability on shipments moving under "Spot Quote" price levels shall not exceed \$2.00 per pound.

LIABILITY – PUBLISHED TRANSIT TIME**ITEM 1110**

1. Subject to reasonable requests, Carrier agrees to accept, transport, and deliver with reasonable dispatch such merchandise as Customer may tender to Carrier for transportation. However, Carrier shall not be responsible for any damages, direct, indirect, or consequential, which are the result of delays in delivery, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.

EXCESS COVERAGE**ITEM 1125**

1. Shipper may request carrier liability coverage in excess of the limit of liability provided in Item 1100 by indicating in writing in the "SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES" sections on the bill of lading at time of shipment the total dollar amount of excess coverage requested.
2. Example: Shipper requesting \$50,000 additional excess coverage would enter the following in the "SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES" sections on the original bill of lading at time of shipment: "\$50,000 EXCESS LIABILITY COVERAGE REQUESTED" –or– "EXCESS LIABILITY COVERAGE REQUESTED: \$50,000."
3. Failure to make a request for excess value in the "SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES" sections on the original bill of lading at time of shipment as shown above will relieve carrier of any additional liability beyond the lowest liability provided in item 1100.
4. A declaration of value without an excess value notation in the "SPECIAL INSTRUCTIONS OR DESCRIPTION OF ARTICLES" sections on the original bill of lading at time of shipment as shown above will not increase carrier's liability and charges for excess value will not be applied. Furthermore, carrier's liability in the event of loss or damage will be limited to actual loss incurred by shipper, regardless of declaration, if explicit instruction and notation are not provided.
5. Excess coverage will be applied on a per pound per package basis.
6. In no case will the carrier's liability under the excess value provision exceed \$100,000.
7. Carrier liability shall not exceed actual value of the article(s) lost or damaged in transit.
8. The charge for this coverage is payable by the party responsible for payment of the otherwise applicable freight charges.
9. The charge for Excess value shall be:
 - a. \$3.00 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$150.00 per shipment on shipments of commodities or articles which are in any way other than new as described in paragraph 6 of Item 1100.
 - b. \$3.00 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$150.00 per shipment on shipments of Furniture or Furniture Parts as described in Items 79000 - 83650 of the NMFC.
 - c. \$1.50 per \$100.00 or fraction thereof worth of excess value coverage subject to a minimum charge of \$40.00 per shipment on shipments of all other commodities except as noted below.
10. The following are not eligible for Excess Coverage:
 - a. Commodities described in the NMFC as Prohibited or Restricted Articles.
 - b. Commodities subject to Released Value provisions in the NMFC.
 - c. Commodities subject to Actual Value provisions in the NMFC.
 - d. Shipments originating from or destined to Mexico.
 - e. Extreme Length Articles as described in ITEM 850.

CLAIMS RULES**ITEM 1150**

1. All claims for loss, damage, or delay must be filed within nine (9) months of the date of delivery, or in the case of non-delivery, within nine (9) months from the scheduled delivery date. Any civil action against Carrier must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.
2. Claims not filed within the nine (9) months statute of limitations will be declined.
3. All claims must include complete shipper and recipient information, freight bill number, an explanation of loss or damage, the dollar amount being claimed, and the claimant's contact information.
4. All claims must be accompanied by documents supporting the amount of the claim. Such documents may include original manufacturer or purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other documents verifiable to Carrier's satisfaction.
5. Delivery receipts will be reviewed wherever possible in connection with each claim. Receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.
6. In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the claimant must notify Carrier promptly as possible after the discovery of the damage, and in any event should be reported no later than 21 days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly as possible and practicable after receipt of request by Consignee. However, should Carrier waive inspection, Consignee must make the inspection and record all information to the best of his or her ability.
7. All original shipping cartons, packing (inner and outer), and contents must be available for inspection by Carrier, and packaging and contents must be retained by the claimant until the claim is resolved. It is the duty of the claimant, where there is substantial value in salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible either through repair or discounted sales.
8. Customer directing product with no damage, minimal, or cosmetic damage to be disposed of rather than mitigate will incur charges for transportation and a \$5.00 per pound disposal cost.
9. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.
10. In the event of damage to a regulated hazardous material shipment, or to any other chemical shipment, Carrier will notify Shipper for disposition. If Carrier does not receive disposition within 48 hours of Carrier's attempted first notification, Carrier will consider the shipment abandoned and will either pursue opportunities to salvage or recycle the shipment, or dispose of the shipment in accordance with local, state, and federal environmental regulations.

CONSEQUENTIAL DAMAGE**ITEM 1200**

Except for claims for physical injuries to persons and damages to physical property, Carrier will not be liable for:

1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment).
2. Commercial loss of any kind (including damage to business reputation or loss of business or profits);
or
3. Loss, damage, or expenses directly or indirectly arising from the provisions of our services including failure to make a timely delivery, short delivery, or non-delivery by the carrier, whether or not carrier has been advised of the possibility of such damage or loss.

INACTIVITY CANCELLATION**ITEM 1250**

Carrier reserves the right to cancel negotiated pricing programs due to no shipment activity over a consecutive ninety (90) day period.

GOVERNING PUBLICATIONS**ITEM 1300**

Except where specific exceptions are made hereto, shipments moving via DC Logistics shall be subject to the following publications:

1. National Motor Freight Classification (STB NMF100 Series), or ClassIT
2. DC Logistics Rules Tariff DCLC 100 Series
3. DC Logistics Points of Service File, and
4. Individually negotiated tariff pricing agreements and contracts between DC Logistics and its customers.

CALIFORNIA COMPLIANCE SURCHARGE**ITEM 1350**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

COLLECT ON DELIVERY (COD)**ITEM 1400**

1. Carrier will not be liable for COD amount not collectible as a result of stop payment, insufficient funds, invalid signature, lost or stolen instruments, uncollected funds, forgery, fraudulent or counterfeit instruments, post-dated checks or any other reason beyond Carrier's control.
2. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:
 - a. The maximum COD amount shall not exceed \$50,000 dollars.
 - b. The COD amount is subject to a fee of 8.0% with a \$150.00 minimum charge.
 - c. An additional \$75.00 charge shall be made for changes to the terms and conditions of the COD shipment.
 - d. Unless otherwise stated on the bill of lading, COD fees and charges will be collected.
3. The Consignor must clearly provide and specify the following:
 - a. The letters "COD" will be placed immediately before the name of the Consignee and across the face of the bill of lading.
 - b. The bill of lading containing all remittance information, that is:
 - i. COD amount, which shall include only product cost. Remit-to name, street, city, state and zip code.
 - ii. Identify the party responsible for the COD charges shown above, Consignor or Consignee.
 - c. Acceptable form of payment - The COD amount, COD fees, and all applicable freight charges will be collected at time of delivery and will be subject to the following:
 - i. Company check, personal check, money order, cashier's check or certified check will be accepted unless Consignor specifies in writing that certified funds are required.
 - ii. When Consignor requests certified funds, Carrier will accept cashier's check, certified check or money order.
 - iii. Carrier requires a separate check or instrument for its COD fee and freight charges but may request cash or certified funds.
 - iv. The COD amount will be collected in U.S. dollars.
 - d. Carrier will remit each COD amount collected directly to the Consignor (or Payee if other than Consignor), within 18 days after delivery.

TRADE SHOWS/CONVENTION/EXHIBITION SITE DELIVERIES**ITEM 1450**

1. Shipments picked up or delivered to Trade Shows, Convention or Exhibition Sites will be subject to the following rating and charges:
 - a. Freight charges must be prepaid on all shipments consigned to trade shows, convention, or exhibition sites. If such shipments are inadvertently accepted with a bill of lading marked collect or on which Section 7 has been executed, the shipment will move on a prepaid basis regardless of such designation.
 - b. The shipment will be rated at the greater of Class 150 or actual class regardless of any FAK or Item Exception published on behalf of the customer.

- c. The customers otherwise applicable discount shall apply subject to an additional charge of \$300.00 per shipment.
- d. Limited Access fee shall not be assessed in addition to this charge.
- e. Detention charges shall be assessed upon the expiration of free time.

PALLET RATES**ITEM 1500**

1. When governed by customer tariff or contract that provides rates/charges stated in units of "Per Pallet" the following will apply:
 - a. Maximum weight per pallet: 2,000 lbs. Maximum dimensions per pallet: 40 x 48 x 52, unless specified otherwise in the customer tariff or contract.
 - b. If the total shipment weight exceeds the maximum weight per pallet multiplied by the number of pallets, an additional charge will apply. The total shipment weight will be divided by the maximum weight per pallet, then rounded up to the next whole number to determine the number of pallets charged.
 - c. If the length, width, or height of the pallet exceeds the maximum dimensions, an additional pallet charge will apply.
 - d. If a loose piece is tendered on a shipment whose customer pricing is subject to pallet rates, the loose piece will be billed as a pallet.
 - e. Any accessorial services required are not included in the Pallet Rates.
 - f. Unless specifically stated otherwise in a customer specific pricing agreement, pallet rates are subject to a fuel surcharge.

FUEL SURCHARGE**ITEM 1550**

1. The weekly California average diesel fuel price set by the US Department of Energy effective each Monday shall be used to determine the fuel surcharge on all shipments moving from and/or to points in California.
2. The weekly National average diesel fuel price set by the US Department of Energy effective each Monday shall be used to determine the fuel surcharge on shipments moving from and/or to points outside California.
3. All rates and charges for line haul transportation, and other services which consume fuel, in tariffs or contracts referring to this tariff, will be increased by the percentage shown below to reflect changing fuel costs.
4. LTL & TL rated shipments will be subject to the same percentage of Fuel Surcharge.
5. Fuel surcharge can be calculated using the DCL Fuel Surcharge Table below:



Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:
400	32.80%	450	37.80%	500	42.80%	550	47.80%	600	52.80%	650	57.80%	700	62.80%	750	67.80%	800	72.80%
401	32.90%	451	37.90%	501	42.90%	551	47.90%	601	52.90%	651	57.90%	701	62.90%	751	67.90%	801	72.90%
402	33.00%	452	38.00%	502	43.00%	552	48.00%	602	53.00%	652	58.00%	702	63.00%	752	68.00%	802	73.00%
403	33.10%	453	38.10%	503	43.10%	553	48.10%	603	53.10%	653	58.10%	703	63.10%	753	68.10%	803	73.10%
404	33.20%	454	38.20%	504	43.20%	554	48.20%	604	53.20%	654	58.20%	704	63.20%	754	68.20%	804	73.20%
405	33.30%	455	38.30%	505	43.30%	555	48.30%	605	53.30%	655	58.30%	705	63.30%	755	68.30%	805	73.30%
406	33.40%	456	38.40%	506	43.40%	556	48.40%	606	53.40%	656	58.40%	706	63.40%	756	68.40%	806	73.40%
407	33.50%	457	38.50%	507	43.50%	557	48.50%	607	53.50%	657	58.50%	707	63.50%	757	68.50%	807	73.50%
408	33.60%	458	38.60%	508	43.60%	558	48.60%	608	53.60%	658	58.60%	708	63.60%	758	68.60%	808	73.60%
409	33.70%	459	38.70%	509	43.70%	559	48.70%	609	53.70%	659	58.70%	709	63.70%	759	68.70%	809	73.70%
410	33.80%	460	38.80%	510	43.80%	560	48.80%	610	53.80%	660	58.80%	710	63.80%	760	68.80%	810	73.80%
411	33.90%	461	38.90%	511	43.90%	561	48.90%	611	53.90%	661	58.90%	711	63.90%	761	68.90%	811	73.90%
412	34.00%	462	39.00%	512	44.00%	562	49.00%	612	54.00%	662	59.00%	712	64.00%	762	69.00%	812	74.00%
413	34.10%	463	39.10%	513	44.10%	563	49.10%	613	54.10%	663	59.10%	713	64.10%	763	69.10%	813	74.10%
414	34.20%	464	39.20%	514	44.20%	564	49.20%	614	54.20%	664	59.20%	714	64.20%	764	69.20%	814	74.20%
415	34.30%	465	39.30%	515	44.30%	565	49.30%	615	54.30%	665	59.30%	715	64.30%	765	69.30%	815	74.30%
416	34.40%	466	39.40%	516	44.40%	566	49.40%	616	54.40%	666	59.40%	716	64.40%	766	69.40%	816	74.40%
417	34.50%	467	39.50%	517	44.50%	567	49.50%	617	54.50%	667	59.50%	717	64.50%	767	69.50%	817	74.50%
418	34.60%	468	39.60%	518	44.60%	568	49.60%	618	54.60%	668	59.60%	718	64.60%	768	69.60%	818	74.60%
419	34.70%	469	39.70%	519	44.70%	569	49.70%	619	54.70%	669	59.70%	719	64.70%	769	69.70%	819	74.70%
420	34.80%	470	39.80%	520	44.80%	570	49.80%	620	54.80%	670	59.80%	720	64.80%	770	69.80%	820	74.80%
421	34.90%	471	39.90%	521	44.90%	571	49.90%	621	54.90%	671	59.90%	721	64.90%	771	69.90%	821	74.90%
422	35.00%	472	40.00%	522	45.00%	572	50.00%	622	55.00%	672	60.00%	722	65.00%	772	70.00%	822	75.00%
423	35.10%	473	40.10%	523	45.10%	573	50.10%	623	55.10%	673	60.10%	723	65.10%	773	70.10%	823	75.10%

Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:	Price Per Gal:	LTL FSC:
424	35.20%	474	40.20%	524	45.20%	574	50.20%	624	55.20%	674	60.20%	724	65.20%	774	70.20%	824	75.20%
425	35.30%	475	40.30%	525	45.30%	575	50.30%	625	55.30%	675	60.30%	725	65.30%	775	70.30%	825	75.30%
426	35.40%	476	40.40%	526	45.40%	576	50.40%	626	55.40%	676	60.40%	726	65.40%	776	70.40%	826	75.40%
427	35.50%	477	40.50%	527	45.50%	577	50.50%	627	55.50%	677	60.50%	727	65.50%	777	70.50%	827	75.50%
428	35.60%	478	40.60%	528	45.60%	578	50.60%	628	55.60%	678	60.60%	728	65.60%	778	70.60%	828	75.60%
429	35.70%	479	40.70%	529	45.70%	579	50.70%	629	55.70%	679	60.70%	729	65.70%	779	70.70%	829	75.70%
430	35.80%	480	40.80%	530	45.80%	580	50.80%	630	55.80%	680	60.80%	730	65.80%	780	70.80%	830	75.80%
431	35.90%	481	40.90%	531	45.90%	581	50.90%	631	55.90%	681	60.90%	731	65.90%	781	70.90%	831	75.90%
432	36.00%	482	41.00%	532	46.00%	582	51.00%	632	56.00%	682	61.00%	732	66.00%	782	71.00%	832	76.00%
433	36.10%	483	41.10%	533	46.10%	583	51.10%	633	56.10%	683	61.10%	733	66.10%	783	71.10%	833	76.10%
434	36.20%	484	41.20%	534	46.20%	584	51.20%	634	56.20%	684	61.20%	734	66.20%	784	71.20%	834	76.20%
435	36.30%	485	41.30%	535	46.30%	585	51.30%	635	56.30%	685	61.30%	735	66.30%	785	71.30%	835	76.30%
436	36.40%	486	41.40%	536	46.40%	586	51.40%	636	56.40%	686	61.40%	736	66.40%	786	71.40%	836	76.40%
437	36.50%	487	41.50%	537	46.50%	587	51.50%	637	56.50%	687	61.50%	737	66.50%	787	71.50%	837	76.50%
438	36.60%	488	41.60%	538	46.60%	588	51.60%	638	56.60%	688	61.60%	738	66.60%	788	71.60%	838	76.60%
439	36.70%	489	41.70%	539	46.70%	589	51.70%	639	56.70%	689	61.70%	739	66.70%	789	71.70%	839	76.70%
440	36.80%	490	41.80%	540	46.80%	590	51.80%	640	56.80%	690	61.80%	740	66.80%	790	71.80%	840	76.80%
441	36.90%	491	41.90%	541	46.90%	591	51.90%	641	56.90%	691	61.90%	741	66.90%	791	71.90%	841	76.90%
442	37.00%	492	42.00%	542	47.00%	592	52.00%	642	57.00%	692	62.00%	742	67.00%	792	72.00%	842	77.00%
443	37.10%	493	42.10%	543	47.10%	593	52.10%	643	57.10%	693	62.10%	743	67.10%	793	72.10%	843	77.10%
444	37.20%	494	42.20%	544	47.20%	594	52.20%	644	57.20%	694	62.20%	744	67.20%	794	72.20%	844	77.20%
445	37.30%	495	42.30%	545	47.30%	595	52.30%	645	57.30%	695	62.30%	745	67.30%	795	72.30%	845	77.30%
446	37.40%	496	42.40%	546	47.40%	596	52.40%	646	57.40%	696	62.40%	746	67.40%	796	72.40%	846	77.40%
447	37.50%	497	42.50%	547	47.50%	597	52.50%	647	57.50%	697	62.50%	747	67.50%	797	72.50%	847	77.50%
448	37.60%	498	42.60%	548	47.60%	598	52.60%	648	57.60%	698	62.60%	748	67.60%	798	72.60%	848	77.60%
449	37.70%	499	42.70%	549	47.70%	599	52.70%	649	57.70%	699	62.70%	749	67.70%	799	72.70%	849	77.70%

NOTE: When the fuel price per gallon falls below \$4.00 per gallon or rises above \$8.49 per gallon, the fuel percentages shall continue to fall or rise at the same incremental rate for every one-cent increment.

CUBIC CAPACITY AND DENSITY- MINIMUM CHARGE**ITEM 1600**

When all or part of a shipment tendered to Carrier is classified as being a Cubic Capacity and Density shipment, the minimum charge for the quantity of freight loaded per pup/set or vehicle will be as follows:

1. Carrier will multiply the total cubic feet of the shipment by 6 pounds to determine a "calculated" weight, then multiply the calculated weight by Class 150 rates from the class rate tariff applicable at time of shipment to determine the gross charges and apply a 50% discount percentage or Customer's otherwise applicable discount percentage, whichever is greater, to determine the final charge. No other discount, reduction, or allowance will apply.
2. Overflow freight will be charged as a separate shipment and so rated.
3. The term "classified as a Cubic Capacity and Density shipment" refers to any shipment which is greater than 750 cubic feet and has an average density of less than 6 pounds per cubic foot.
4. Average density is based on the total cubic feet of each package/handling unit of the shipment, whichever is greater. If, due to the nature of the package/handling units or per instructions from Shipper/Consignee, Carrier is unable to load freight on top of the package/handling units or cannot stack like kinds of package/handling units, a minimum height measurement of 84 inches will be used when determining the cubic footage of the package/handling units. Unitized shipments exceeding 14 linear feet, or shipments of non-unitized freight that are loaded in such a manner that determining the total cube of each package/handling unit is impractical, or shipments tendered in such a manner that they cannot be transferred, will have the cube calculated on the linear dimensions of the entire shipment.
5. Shipments under this item shall be subject to a minimum charge per shipment determined on the basis of the "calculated weight" of the shipment based on the criteria above in lieu of the actual weight of the shipment as outlined in the example below. Example – freight found to be 795 cu ft with a density of 4.3 pcf shall be rated at a calculated weight of 4,770 lbs. ($795 \text{ cu ft} * 6 \text{ pcf} = 4,770 \text{ lbs.}$).
6. The cubic capacity of the shipment shall be determined by totaling the cubic feet of all articles, pieces, and packaged units in the shipment, in accordance with NMFC Item 110 section 8(a) and (b). If any one of the following criteria occur, the height of the article or articles will be considered as 96 inches and the width shall be deemed 96 inches.
 - a. Insufficient packaging. lack of packaging used, or the manner in which the freight is oriented due to packaging.
 - b. Special instructions by the shipper on the bill of lading, specifying no other freight is to be loaded on top of or next to this article, this article is not to be top loaded, or double stacked.
 - c. Packaging or labeling of any kind bearing instructions specifying no other freight is to be loaded on top of, or next to this article, this article is not to be top loaded, or double stacked (such as "pyramided", "rounded off", or "topped off")
 - d. The nature of the article is such that it cannot be top loaded, stacked upon, or will allow other freight to use the trailer space around it.
 - e. If the shipping units are over 52 inches high.
7. The minimum charge in this item is not to be combined with capacity load or exclusive use of trailer provisions, TL or volume rates or charges, rates stated to apply per mile, or rates that are subject to the linear foot rule herein.
8. The minimum charge determined by this item shall not exceed the charge determined by rating the shipment as a full visible capacity truckload as identified herein.

CAPACITY LOAD – MINIMUM CHARGE**ITEM 1650**

1. When all or part of an LTL shipment tendered to the Carrier is classified as being a “capacity load” shipment, the minimum charge will be as follows:
 - a. Freight charges shall be determined using the actual class & any applicable FAK provisions and appropriate rate base less the applicable discount per the contracted or tariff rates applicable to the shipment. Shipments rated at a weight of 20,000 lbs. or above will be rated using the 10,000 lb. line of rates less any applicable discount not to exceed 80%.
2. The terms “loaded to capacity” or “capacity load” refer to the extent to which a pup, set, or vehicle exceeding 27 feet in length is loaded with freight, each term meaning:
 - a. That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a pup, set, or a vehicle exceeding 27 feet in length.
 - b. That quantity of freight which, in the manner loaded, utilized a linear length of 20 feet or more and either of the following conditions apply:
 - i. Linear width of the freight is equal to or is greater than 5 feet in the pup(s) or vehicle; or
 - c. Linear width of the freight is less than 5 feet and no article identical in size and shipping form to the largest article in the shipment can be loaded in the pup(s) or vehicle.
 - d. That quantity of freight that exceeds 20,000 pounds, or by weight, or size exceeds that which can be legally loaded in a pup(s) or vehicle; or,
 - e. That quantity of freight consisting of one article loaded in a pup or vehicle when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded.
3. The provisions of this item may not be used to reduce rates, minimum weights or total charges below the otherwise applicable charges on the shipment.
4. When, during one calendar day, two or more shipments with the same debtor are received from one Consignor, at one origin address, destined to one or more Consignees at the same destination delivery address, that combined will aggregate to a capacity shipment as defined above, the shipments will be combined and considered as one shipment and will be subject to the provisions of this item.
5. In such cases where the shipper requests on the BOL or applies instructions on the freight itself stating the shipment is not to be double stacked preventing carrier from efficiently using the available cube of the trailer, the linear feet occupied by the shipment shall be figured on the basis of the total linear feet used and loaded according to the shipper’s request.
6. For the purposes of calculating density to determine the proper freight classification, the actual weight noted on the original Bill of Lading shall be used unless a weight inspection has been performed.
7. Carrier shall not be held liable to turn pallets to reduce the amount of linear foot utilized by the shipper.
8. The minimum charge in this item is not to be combined with capacity load or exclusive use of trailer provisions, TL or volume rates or charges, rates stated to apply per mile, or rates that are subject to the cubic capacity and density rule herein.

UNDELIVERED FREIGHT ARRIVAL NOTICE**ITEM 1700**

1. If the shipment cannot be delivered by act or omission of the consignor, consignee, owner or U.S. or Customs, through no fault of the carrier or is tendered for delivery and refused, notice of arrival will be given.
2. The notice will be given by telephone, mail, or electronic communication. The notice will specify the consignor, consignee, the point of origin, the point of destination, commodity, and weight. When notified by mail, the notice will be considered to have been given at 8:00 a.m. on the first business day after it was mailed.
3. All notice of arrival shall be given in this manner unless prior delivery arrangements have been noted on the bill of lading by the shipper.
4. Disposition instructions issued prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage liability.
5. The provisions of this item will not apply on export shipments at U.S. - Mexico Border points or Gulf Coast Ports to the extent provided in the storage item.
6. Undelivered shipments will be subject to the applicable storage or trailer detention charges.

BLIND SHIPMENTS**ITEM 1800**

When Carrier is requested to handle a "blind shipment" where the name or location of the actual shipper is to remain unidentified; the carrier shall assess a fee of \$75.00 for processing such requests.

NO SHIPMENT TENDERED (DRY RUN)**ITEM 1850**

1. When the Carrier, upon receipt of a request to pick up LTL freight, has dispatched a driver for such purpose, and due to no disability, fault, or negligence on the part of the Carrier, no shipment is tendered, a charge of \$150.00 will be assessed.
2. Requestor of the pickup service will be responsible for payment.

TRUCK/VEHICLE FURNISHED BUT NOT USED**ITEM 1900**

1. When Carrier, upon receipt of a request to pick up a truckload or volume shipment, or to furnish a trailer or vehicle for the expedited service, or for exclusive use of Consignor, has dispatched a vehicle for such purpose and, due to no disability, fault, or negligence on the part of Carrier, the trailer/ set or vehicle is not used, charges will be assessed against Consignor making such request. Accrual of these charges will terminate when Carrier is notified that the trailer or vehicle will not be used.
2. Charges are \$325.00 per unit of equipment per day or fraction thereof.

PORT CHARGES**ITEM 1950**

1. Rates and charges do not include tollage, wharfage, usage, loading, or unloading charges, or any other port service center charges at piers, wharves, dockside service centers, or warehouses. Such charges will accrue and are due from Consignor/Consignee or Payor.
2. Pickup or delivery service for any shipment at U.S. coastal ports or for international shipments at docks, piers, or ports will be subject to an additional charge of \$5.00 per cwt., subject to a minimum charge of \$40.00 and maximum charge of \$850.00 per shipment. Charges do not apply to shipments transported in ocean containers with running gear.
3. Import/export shipments requiring Carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of \$85.00 per shipment.
4. When Carrier, upon request to pick up an LTL shipment at a port location has dispatched a vehicle for such purpose and, due to no disability, fault, or negligence on the part of Carrier, pickup cannot be completed or shipment is not available for pickup, a charge of \$125.00 will be assessed against the party requesting the pickup.

MARKING OR TAGGING FREIGHT**ITEM 2000**

(Exception to NMFC Item 580)

1. The provisions of NMFC Item 580 will apply, except as follows:
2. When Consignor/Consignee requests, or when required to conform to NMFC Item 580, governing publications, or this tariff, to change, alter, or add marks, tags, labels, or stencils on any package or piece of freight, marking or tagging charges will apply as follows:
 - a. \$1.75 per package or piece of freight, subject to a minimum charge of \$25.00 per shipment.
3. Shipments received at steamship piers on import, coastwise or inter-coastal traffic may be accepted without being marked, stenciled, or tagged with the name and address of Consignee, when each piece or package bears a symbol or stencil, and when such symbol is keyed with the name and address of Consignee as shown on Bill of Lading or other shipping document.
4. All charges accruing under 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. On import freight, services not paid at time of tender of the freight to the carrier will be billed as advance against the freight.

BILLS OF LADING (CORRECTED BOL)**ITEM 2050**

1. Transportation of shipments handled by Carrier are governed by the Bill of Lading terms and conditions shown in the National Motor Freight Classification as modified by the rules, regulations, and charges published in this tariff.
2. No deviation from these standard terms and conditions will apply in connection with shipments handled by Carrier, except upon written agreement signed by an officer of Carrier. Terms and conditions of pre-printed Bills of Lading tendered to Carrier by Shipper at time of shipment and signed by Carrier's driver or dock worker will not apply except upon written agreement of an officer of Carrier. Bills of Lading so tendered by Shipper at time of shipment will be accepted by Carrier subject to the terms and conditions shown herein and as modified in this rules tariff.
3. Except as provided in paragraph 2 herein, the provision of NMFC Item 360 will apply, except upon request the following will be provided:
 - a. Copies of freight bills, invoices, statements, or proofs of delivery.
 - b. Other forms or copies as may be required for submission with freight bills for payment.
4. When Carrier receives a request to change or amend any aspect of Carrier's freight bill from the responsible party, such as Consignor, Consignee, or Third Party, the following provisions will apply:
 - a. Requests to change Payor of the charges or the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by Carrier. The request must be made in writing. There will be a **\$20.00** fee for this service.
 - b. Requests to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected Bill of Lading has been signed by Consignor, or once the shipment has been delivered, or if shipment has been lost or damaged.
 - c. Requests to change the actual or released value of a commodity will not be accepted after the shipment has been delivered.
 - d. Requests to change the commodity description, weight, or pieces shall be accompanied by satisfactory written documentation acceptable to Carrier, such as original invoice or descriptive advertising copy.
 - e. Requests must be made via corrected Bill of Lading, letter of authority, or any other acceptable means with requestor's signature.
 - f. Requests to change the debtor of DC Logistics, LLC shipments for reasons other than Carrier error require a letter of authorization (LOA) from the new bill-to party only. If true Third Party refuses the charges, Consignor may be billed without a LOA.
5. Driver signature on the Bill of Lading only acknowledges receipt of freight. Terms and conditions of DCLC 100 Series Rules Tariff and the Bill of Lading contract as provided in the NMFC will apply.

6. Payment terms will be considered prepaid when not otherwise indicated on the bill of lading document.
7. Shipper acknowledges that any and all comments that may be included in the "Remarks" section of the Bill of Lading are for Carrier informational purposes only. Shipper further acknowledges that Carrier will not have any obligations or liabilities under any circumstances for any comments that may be included in such section.
8. Unless otherwise provided, all weights will be shown in pounds. Not applicable for Mexico IMS shipments.
9. When Customer's pricing program is published with a pallet weight waiver and/or allowance, Customer is required to list the pallet weight on the original Bill of Lading as a separate line item. If Customer fails to list the pallet weight on the Bill of Lading, Carrier will assume the weight presented on the Bill of Lading to be the net weight of the commodities alone, excluding any pallet weight. Carrier will apply a pallet weight calculation by multiplying the handling units times the pounds per pallet as published in Customer's pricing program.

MIXED SHIPMENTS OR ARTICLES
ITEM 2100

(Exception to Section 3.(a) of NMFC Item 640)

1. Unless otherwise provided, shipments that consist of differently classed articles contained in or on one handling unit that have been inspected and the inspection determines Shipper's information was inaccurate, the handling unit will be rated at the class shown in paragraph 2 based on the density of the unit using the weight and measurements of the unit.
2. IF DENSITY IS:

	APPLY CLASS FOR RATING PURPOSES:
Less than 1 pcf	400
1 pcf but less than 2 pcf	300
2 pcf but less than 4 pcf	250
4 pcf but less than 6 pcf	150
6 pcf but less than 8 pcf	125
8 pcf but less than 10 pcf	100
10 pcf but less than 12 pcf	92.5
12 pcf but less than 15 pcf	85
15 pcf but less than 22.5 pcf	70
22.5 pcf but less than 30 pcf	65
30 pcf but less than 35 pcf	60
35 pcf but less than 50 pcf	55
50 pcf or greater	50
3. In the case of density-based commodities where Shipper lists two or more differently classed commodities on a handling unit but the average density of the handling unit is found to be outside the ranges indicated by Shipper, the handling unit will be classified in accordance to the class determined by the average density of such handling unit.

PROTECT FROM FREEZING
ITEM 2150

1. When Consignor/Consignee requests a shipment be protected from freezing, the following liability provisions and charges will apply:
2. Liabilities are not assumed by Carrier for shipments requiring protection from freezing under the following conditions:
 - a. Appointment delivery when outside normal delivery standard.
 - b. COD.
 - c. In bond requiring customs clearance.
 - d. Export shipments without prior written approval.
 - e. Imported shipments.
3. Consignor fails to mark the Bill of Lading "protect from freezing," or words of similar purport. Such markings will be on each package requiring the service when shipment weighs less than 6,000 pounds.

4. Freezable shipments shipped from May 1 of one calendar year through October 31 of the same calendar year.
5. The commodities being shipped have a freezing point warmer than 32 degrees Fahrenheit. A fully completed and compliant Material Safety Data Sheet, including the freezing point for each commodity, must be provided to Carrier by Consignor/Consignee before a claim will be honored.
6. Charges will be \$3.75 cwt., subject to a minimum charge of \$40.00 per shipment in addition to the otherwise applicable rates and charges when pickup and delivery dates of the shipment are both within November 1 of one calendar year through April 30 of the next calendar year.
7. Protection from freezing may be withdrawn at Carrier's discretion wholly or on an individual shipment basis, such as:
 - a. When the outside temperature is below 10 degrees Fahrenheit at pickup location.
 - b. Destination or through locations are embargoed because of temperatures and/or passable roadway conditions.
 - c. Equipment and protective resources are not available to reasonably keep shipments from freezing.

WEIGHING AND INSPECTION OF FREIGHT
ITEM 2200

1. If the description, weight, or other information contained on the Bill of Lading is incomplete or believed to be incorrect, Carrier or Carrier's agent will take action necessary to determine the correct information. Actions to determine actual freight characteristics may include depending on the freight characteristic in question:
 - a. Opening of packages to inspect the contents to determine proper classification.
 - b. Verification of gross shipment weights.
 - c. Verification of actual or declared density.
 - d. Collection of other sufficient evidence necessary to verify whether or not the shipment is correctly described.
2. When the information is found to be incorrect, Carrier freight bill will be corrected and freight charges assessed per Item 2250 according to the proper descriptions and weights, as determined by Carrier's legal for trade scale, or a public certified scale. The increased weight will be charged at the highest rated commodity in the shipment. Deficit weight, if any, will be charged per NMF 100 series. Verification record may include individual shipment weight, or reweigh certificate, or other shipment record. Carrier will make a copy of the written or electronic weight verification available to Shipper or Consignee upon request.
3. Density will be determined by the cube utilized as determined by the methods contained in Item 110, Section 8 of the National Motor Freight Classification (NMF 100) series and the weight shown on Shipper's Bill of Lading, unless Carrier determined the weight on the Bill of Lading to be in error or Shipper provides documentation that the weight was in error.

REWEIGH AND INSPECTION FEE
ITEM 2250

1. In the event Carrier reweighs the shipment and the difference in weight is less than 50 pounds greater than the weight on the Bill of Lading, no reweigh fee applies and no changes in linehaul charges will occur.
2. In the event Carrier validates the weight of the shipment and the difference in weight is an increase of 50 pounds or greater than the weight on the Bill of Lading, a validation fee of \$25.00 applies, plus all applicable freight, fuel surcharge, and optional and additional service fees and charges will be modified accordingly.
3. In the event Carrier validates the weight of the shipment and the difference in weight is a reduction of 200 pounds or more than the weight on the Bill of Lading, a validation fee of \$25.00 applies, plus all applicable freight, fuel surcharge, and optional and additional service fees and charges will be modified accordingly.
4. A freight validation fee of \$25.00 per occurrence will be applied to any freight bill where an adjustment to linehaul and/or optional and additional service fees and charges has been made due to an inspection. This charge will be in addition to all other lawful charges.

5. In the event that a shipment is reweighed subject to paragraphs 2 or 3 within Item 2200 and/or inspected subject to paragraph 4 within Item 2200, Carrier will apply only one validation fee of \$25.00 to a shipment.
6. A validation fee will not apply to:
 - a. A shipment subject to Cubic Capacity & Density as found in Item 1600 within this rules tariff.
 - b. A shipment subject to truckload or Capacity Load Item 1650 rates.

DRIVER SIGNATURE**ITEM 2300**

The signature of DC LOGISTICS, LLC driver is to be considered a binding signature within the contract bill of lading establishing a non-negotiable contract with the shipper, receiver and DC LOGISTICS, LLC. The driver's signature will acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

CURRENCY AND PAYMENT OF CHARGES**ITEM 2350**

1. Collection of charges accruing, and responsibility for payment of all freight charges, are due and payable to Carrier, subject to the following provisions:
 - a. For prepaid shipments, charges are due and payable by Consignor at the time the prepaid shipment is tendered by Consignor.
 - b. For collect shipments, charges are due and payable by Consignee at the time the collect shipment is received by Consignee.
 - c. For optional and additional services, charges are due and payable by the requestor at the time any optional and additional service is requested or possession of the shipment involved, or any part thereof, is relinquished by Carrier.
 - d. For third-party shipments, charges are due and payable by the party shown on the original Bill of Lading as Payor of the freight charges, upon presentation of a freight bill (see paragraph 3 herein).
 - e. No shipment will be accepted when the linehaul charges are partially prepaid or partially collect.
 - f. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs, or exhibits.
 - g. Freight charges must be prepaid on export shipments, except as follows:
 - i. Shipments moving on Government Bills of Lading.
 - ii. Shipments destined to Canada, or to Mexico when freight charges are guaranteed by Consignor or when established credit and guarantee of charges have been secured with the U.S. domestic Consignee or Freight Forwarder.
 - h. Except as otherwise provided, rates and charges contained herein are expressed in U.S. currency.
 - i. Except as otherwise provided, payment of freight charges will be in U.S. currency.
2. Extension of credit for charges accruing may be provided to Consignor/Consignee as follows:
 - a. Presentation of freight charges may be by U.S. mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.
 - b. Payment terms will be as follows:
 - i. Outbound prepaid – 15 days from shipment date.
 - ii. Outbound collect – 15 days from delivery date.
 - iii. Additional charges after freight relinquished – 15 days from presentation of the subsequently issued freight bill.
 - iv. Late payment of invoices will incur a late fee service charge of 1.5% per month.
 - v. If Carrier is forced to utilize an outside collection source due to freight invoices not paid within the carrier's terms, the following provisions will apply:
 1. Revocation of all applicable discounts and allowances, resulting in collection of gross charges (rated at full class based on the current tariff in effect and actual class)

2. In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorney or collection fees in the amount of \$300.00 or 33.33% whichever is greater.
 - c. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods. Cash will not be accepted. Credit card payments will be subject to an additional fee.
 - i. DC Logistics, LLC may consider payment type in determining pricing and discounts, and reserves the right to adjust discounts based on payment type.
 - ii. When checks or similar instruments tendered to Carrier are returned to Carrier unpaid, the following service charge will apply:
 1. \$75.00 for each check or similar instrument.
 - d. When payment is by wire transfer, the following charge will apply:
 - i. For domestic, \$35.00 for each wire transfer transaction.
 - ii. For international, \$50.00 for each wire transfer transaction
3. When Third Party (a party other than Consignor/Consignee or its freight payment processor) is shown on the Bill of Lading as being responsible for the payment due of freight charges, the shipment will be subject to the following provisions:
 - a. Shipment will be billed as "prepaid."
 - b. Consignor does not execute Section 7 of the Bill of Lading.
 - c. Consignor has established credit with originating Carrier.
 - d. Consignor guarantees to pay all accrued charges if Third Party fails to do so within the time allowed.
 - e. Name and address of Third Party must be clearly shown on the original Bill of Lading.
4. Any attempt to discharge an outstanding debt to Carrier by marking a payment of less than full outstanding balance "Paid in Full" or "Accord and Satisfaction" or similar language will be null and void.
5. Payments made on a debtor's account may be applied to any unpaid invoice issued on that account.
6. **GOVERNING LAW AND JURISDICTION:**
 - a. All bills of lading, pricing, agreements, and spot quotes shall be governed by and be construed in accordance with the substantive and procedural law of the state and County where the carrier conducts business without regard to choice of law principles, or where applicable, federal law. Any court of competent jurisdiction within the State and County where the carrier conducts shall have personal jurisdiction over the shipper, consignor, consignee, bill to party and the beneficial owner in any dispute which might arise under this rules tariff, in addition to any other venue as provided by law. Additionally, Carrier, in its discretion, may elect to file suit in any court of competent jurisdiction within the State of California, in which case, all bills of lading, pricing, agreements, and spot quotes shall be governed by and be construed in accordance with the substantive and procedural law of the State of California (or where applicable, federal law) without regard to choice of law principles, and such court shall have personal jurisdiction over the shipper, consignor, consignee, bill to party and the beneficial owner in any dispute which might arise under this rules tariff.
7. **THIRD PARTY BILLING:**
 - a. Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third-party billing.

- b. A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.
8. PRIORITY OF FREIGHT CHARGE OBLIGATION:
- a. When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:
- b. The intermediary will segregate money due owing to carrier from other accounts. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier set forth at 49 C.F.R §371. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other business transactions and liabilities.
- c. Carrier preserves recourse for payment of all freight charges to the consignor or the consignee and beneficial owner of the goods.

**INTERMEDIARY BROKER, FREIGHT FORWARDER,
3RD PARTY LOGISTICS PROVIDER**
ITEM 2400

1. A broker is considered to be the agent of the shipper. An instrument within the scope of the Shipper's agent's authority by which an agent intends to bind his principal, does bind him if such intent is plainly inferable from the instrument itself, including but not limited to a rate confirmation, load confirmation, rate sheet and any other document dispatching DC LOGISTICS, LLC to move a load on behalf of the principal of the shipment is considered to be a non-negotiable contract with the shipper.

DEFAULT PAYMENT TERMS
ITEM 2450

1. When consignor fails to state the freight terms in writing on the bill of lading, or the freight terms are unclear on the bill of lading, the shipper and the receiver remain liable to the carrier for the freight charges, the carrier is independent of any purchase order agreement that may exist between the consignor and the consignee.
2. BILL TO:
- a. A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.
3. PAYMENT TERMS:
- a. Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated. Unclear terms results shipper and receiver joint liability.
4. RATE QUOTE:
- a. A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 7 days on LTL shipments and 7 days on TL shipments.
5. THIRD PARTY:
- a. A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

PALLET EXCHANGE**ITEM 2550**

1. DC LOGISTICS, LLC does not participate in pallet exchange programs.

CONFLICTING TERMS**ITEM 2600**

1. The terms of this Rules Tariff Circular control all shipments. No company through a separate contract of any type, including but not limited to a Broker Carrier agreement or Shipper Carrier agreement can void the terms of this tariff. At all times this Tariff is enforceable, and its terms and conditions apply. In the event there is any conflict whatsoever with any other contract or agreement this Tariff shall prevail.

PAYMENT PROTECTION**ITEM 2650**

1. Carrier reserves the right to withhold delivery as a mechanics lien for any shipment in route for unpaid past due freight bills that may involve parties named on the Bill of lading, the shipper, consignee and or a third party "Bill to" or any known intermediary arranger of transportation that would be considered a participant for multi-brokered load.

CONFIDENTIALITY**ITEM 2700**

1. Consignor and Consignee agree that the terms of any Pricing or Transportation Agreement, including the attached pricing, are confidential and shall be held in strict confidence by all parties and may not be disclosed unless required by law. Consignor and Consignee agree not to post or publicly display the terms or the pricing. Carrier, Consignor, and Consignee also agree that any discussions or negotiations regarding pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality. Notwithstanding the foregoing, disclosure by Carrier to subsidiaries, affiliates, and related entities of Carrier is permitted without prior authorization.
2. Carrier reserves the right, but is not required, to open and inspect any shipment with or without notice.

PERMITS**ITEM 2750**

1. When Carrier is required or requested to obtain a special permit, Customer will reimburse Carrier for the cost of the permit plus a \$100.00 service charge.

LUMPER FEE**ITEM 2800**

1. A lumper service is a third-party service that provides loading and/or unloading services at Customer's or Consignee's facility.
2. Lumper service fees are not included in carriers' rates. When a customer requests or requires Lumper Service for pickup or delivery, the lumper fees accrued by the carrier shall be added to the bill with an additional \$15.00 processing fee.
3. Charges found in Item 650, Sorting and Segregating, will not apply on shipments subject to this item.

EXCLUSIVE USE OF TRAILER**ITEM 2850**

1. No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control.

EXEMPT COMMODITIES**ITEM 2900**

1. Unless otherwise provided, when the NMFC changes a classification rating of a commodity to "exempt," the commodity will be rated at the applicable class as published in the most recent NMFC tariff or supplement in effect prior to that NMFC tariff or supplement which changed the classification rating to "exempt."

RETURNED CHECKS**ITEM 3150**

1. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply:
 - a. \$75.00 for each check or similar instrument.

PRECEDENCE OF RATES**ITEM 2950**

(Exception to Item 765 of the NMF Series)

1. The provision of Item 765 of the NMF Series will apply and in addition, unless otherwise provided, when a pricing program is published in this tariff or in any other tariffs published by Carrier, such pricing program will be applied in the following order or precedence:
 - a. For Outbound Prepaid Shipments:
 - i. A pricing program published for the account of Shipper will take precedence over all other pricing programs.
 - b. For Outbound Collect Shipments:
 - i. An inbound collect pricing program published for the account of Consignee will take precedence over all other pricing programs.
 - ii. If there is no inbound collect pricing program published for the account of Consignee, the outbound collect pricing program published for the account of Shipper will apply, unless Shipper's pricing program does not apply on outbound collect shipments.
 - c. For Inbound Collect Shipments:
 - i. The inbound collect pricing program published for the account of Consignee will take precedence over all other pricing programs.
 - ii. If there is no inbound collect pricing program published for the account of Consignee, the outbound collect pricing program published for the account of Shipper will apply, if applicable.
 - iii. For Third-Party Shipments (applies when Bill of Lading indicates a party other than Shipper, Consignee, or Shipper or Consignee's freight payment processor as Payor of the freight charges):
 - iv. A pricing program published for the account of Third-Party Payor will take precedence over all other pricing programs.
 - v. A Third-Party Payor pricing program will apply only when Third-Party Payor is neither Shipper nor Consignee.
 - vi. All Third-Party Payor shipments must be prepaid.
 - vii. When the Bill of Lading shows freight terms as prepaid and instruction for Third-Party Billing, and Third-Party Payor is the same as Consignee or Consignee's freight payment processor, the terms will be changed to "Collect," billing the Consignee or Consignee's freight payment processor.
 - d. If an optional or additional service is requested by means other than on the original Bill of Lading, the optional or additional service fees and charges will be rated according to the requestor's pricing program. If the requestor does not have a published pricing program, applicable charges for such requested optional or additional service fees and charges will be those as stated in the DCLC 100 Series Rules Tariff.
2. For the purpose of applying this item, the following terms are defined as designated:
 - a. Shipper or Consignor: The party shown on the Bill of Lading at time of pickup as Shipper of the goods.
 - b. Consignee: The party shown on the Bill of Lading at time of pickup as Consignee of the goods.
 - c. Third-Party Payor: The party shown on the Bill of Lading as Payor of the freight charges who is neither Shipper nor Consignee, nor the freight payment processor of either Shipper or Consignee.
 - d. Freight Payment Processor (commonly referred to as "Bill-To"): A bank or freight payment agency designated to pay the freight charges on behalf of Shipper, Consignee, or Third-Party Payor.
 - e. Pricing Program: Any program created to apply in lieu of Carrier's full actual class rates and charges as published in DCLC 100 Series Rules Tariff.

LIMITATIONS OF LEGAL ACTION**ITEM 3000**

1. Customer agrees that Customer will not sue Carrier as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit against Carrier. However, nothing in this paragraph limits Customer's rights to bring a lawsuit as an individual plaintiff.
2. Any right Customer might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief, or any other legal or equitable relief whatsoever against Carrier under any cause of action arising from the transportation of any package pursuant to this tariff shall be extinguished unless Customer first complies with all applicable notice periods and requirements in applicable tariffs. Timely and complete compliance with such notice periods and requirements is a contractual condition precedent to the right of any relief whatsoever, and Customer must plead compliance with those conditions precedent on the face of the complaint filed against Carrier. Carrier cannot be considered to have breached any obligation to Customer unless or until Carrier wrongfully denies a claim submitted pursuant to the notice periods and requirements contained in this tariff. Finally, Customer is required to comply with applicable notice periods and requirements even if Customer believes that such compliance will not result in relief from Carrier or if Customer lacks knowledge regarding whether such compliance will result in relief from Carrier.
3. To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which the shipment at issue was tendered to Carrier.
4. The performance of any services does not make Carrier an agent of Shipper or any Third Party for any purpose.
5. If any provision in this Item 3000 is held to be invalid, illegal, or unenforceable, either legislatively or judicially, such provision will be severed here from and the remainder of this Item 3000 will continue to be valid and enforceable.

INDEMNIFICATION**ITEM 3050**

1. Customer shall indemnify, defend, and hold harmless Carrier, including its parent, sister, and other affiliated companies, and each of their respective officers, directors, agents, employees, from and against, and shall pay and reimburse Carrier for, any and all claims, demands, losses, damages, costs, and expenses (including reasonable attorney's fees, costs, and expenses incidental thereto), arising out of Customer's (or its employees' or agents') negligent acts or omissions, failure to comply with the provisions of this tariff, or any other willful misconduct or violation of any law, rule, or regulation, in connection with the services requested by Customer and provided by Carrier hereunder. Carrier shall provide Customer with (i) written notice of any such claim; and (ii) sole authority and control over the defense and/or settlement of such claim; and (iii) at Customer's written request and expense, such reasonable assistance and information as is available for the defense of such claim.

CALCULATION OF CUBE**ITEM 3100**

1. In determining the cube of any piece or package, the extreme dimensions of length, width, and depth including all containers, pallets, platforms, racks, reels, skids, or projecting portions shall be used.
2. Each item of the Bill of Lading shall be considered separately.
3. On a single package of less than one cubic foot, the package shall be rated at one cubic foot.
4. For conversion purposes, 1,728 cubic inches equal 1 cubic foot.
5. Cubic feet shall be calculated by multiplying length in inches by width in inches by depth in inches divided by 1,728.

GROCERY WAREHOUSE**ITEM 3125**

Shipments picked up or delivered to Grocery Warehouses will be subject to the following charges:

1. Freight charges must be prepaid on all shipments consigned to Grocery Warehouse locations. If such shipments are inadvertently accepted with a bill of lading marked collect or on which Section 7 has been executed, the shipment will move on a prepaid basis regardless of such designation.
2. The shipment will be subject to an additional charge of \$300.00 per shipment.
3. Limited Access fee shall not be assessed in addition to this charge.
4. Detention charges shall be assessed upon the expiration of free time.

CONTAINER FREIGHT STATIONS (CFS)**ITEM 3175**

Shipments picked up or delivered to Contain Freight Stations will be subject to the following charges:

1. Freight charges must be prepaid on all shipments consigned to Contain Freight Station locations. If such shipments are inadvertently accepted with a bill of lading marked collect or on which Section 7 has been executed, the shipment will move on a prepaid basis regardless of such designation.
2. The shipment will be subject to an additional charge of \$300.00 per shipment.
3. Limited Access fee shall not be assessed in addition to this charge.
4. Detention charges shall be assessed upon the expiration of free time.

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