

A brief recap of accessorial charges and special services as found in Dohrn Transfer Company Rules Tariff DHRN 100 series is listed herein for informational purposes effective 04-01-2019. Exact wording and detailed applications for other governing rules will be found in Dohrn Transfer Company Rules Tariff DHRN 100 series.

Additional information can be obtained by contacting:

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ITEM 100

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof:

Nomenclature	Tariff Number
Classification Governing	NMF 100 Series (Note A)
Explosives & Dangerous Articles	ATA 111 Series
Rate Basis Tariff	DHRN 500 Series & Other related Dohrn publications.
Scope of Operations	MWB 101 Series

Note A; TL classes (ratings) will not apply

ITEM 105

DEFINITION OF “LTL”

Less than truckload shall mean all shipments subject to LTL ratings in the NMFC Series 100, Supplements thereto or reissues thereof, weighting less than 19,999 pounds. Shipments weighting between 10,001 and 19,999 shall be rated at the 10,000 pound LTL rate level less any applicable discount. Shipments that exceed 20,000 pounds or more shall be rated at actual weight using the 10,000 LTL rate level less any applicable discount.

ITEM 110

GENERAL PROVISIONS

All rates, terms and conditions governing transportation service via Dohrn Transfer Company, LLC (“Dohrn”) are subject to and governed by Dohrn Transfer Company rules, unless a written agreement, separate from the uniform straight Bill of Lading, is signed by an authorized Dohrn representative.

Only personnel occupying the following positions are authorized to negotiate and establish rates and terms of service:

President-Vice President-Vice President, Sales/Administration-Director of Administration

Further, no person in any position, whether driver, clerical or sales, may negotiate any terms or rates unless expressly authorized by persons in the aforementioned positions.

Additionally, when a Bill of Lading, other than the uniform Bill of Lading or a Dohrn Bill of Lading is used to document a shipment, the driver’s signature only acknowledges receipt of the freight and does not establish any special contract provision not otherwise established.

ITEM 200

METHOD OF CANCELING ORIGINAL AND REVISED PAGES

Unless otherwise provided, amendments of a Page will be made by reprinting the Page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page." A revised Page cancels any un-canceled revised or original Pages which bear the same Page number.

CAPACITY LOADS

- (a) A separate bill of lading and shipping order must be used for each truckload shipment and, except as otherwise provided in paragraph (d), in no case may a shipment be tendered as a single truckload where the shipment exceeds the carrying capacity of the vehicle used for pickup.
- (b) Except as otherwise provided in paragraph (c) or (d), each truckload shipment will be assessed freight charges based on the applicable truckload rate and minimum weight (or actual weight if greater) but not less than the rate for 40,000 pounds as determined at the 40,000 pound minimum weight.

Freight charges shall be determined using a standard class of 60 and shall not be subject to any applicable FAKs in addition to the appropriate rate base less the applicable discount per the contracted or tariff agreement applicable to the shipment. Shipments rated under this item will be rated using the 10,000 lb. line of rates less any applicable discount.

- (c) Each and every standard truck bearing a capacity load (Note A) of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, whichever is greater.
- (d) When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the truckload minimum weight and rate applicable thereto, except that the last vehicle carrying the excess will be assessed freight charges based on its actual weight and at the truckload minimum weight rate applied on the capacity load (Note B).

NOTE A: The term "Capacity Load" as used herein shall mean:

- (1) The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
- (2) The quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight, requires the entire capacity of a standard vehicle; or
- (3) The quantity of freight that can be legally loaded in or on a vehicle because of weight or size limitations of state or other regulatory body.

NOTE B:

A master bill of lading may be issued to cover the entire weight of the shipment, and in addition thereto, a memorandum bill of lading must be issued covering each truck used to transport the shipment or, in lieu thereof, separate bills of lading may be issued covering each truck used. In either case, such bill of lading must show the weight loaded on the truck, as well as the total weight of the shipment, together with proper cross reference to the master bill of lading, if issued, or reference to a part lot number, or other designation, indicating that each such part lot is part of a single shipment.

ITEM 310

ADVANCING OF CHARGES

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (see Note 1). The nature of charges to be advanced, as shown in Note 1 must be stated on the bill of lading at the time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, or third party responsible for the freight charges, except that such charges may be prepaid by the shipper, providing notation to the effect is made by the shipper on the bill of lading and shipping order at time of shipment.

The charges of the carrier for advancing moneys as described above will be 3% of the amount being advanced subject to a minimum charge of \$27.90.

Note 1: The term "Charges incidental to the transportation of the shipment" shall include only the following: (Subject to Note 4).

- 1) Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced.)
- 2) Loading or unloading charges.
- 3) Charges for packing and crating the shipment.
- 4) Drayage charges (subject to Note 2).
- 5) In Bond or custom house charges.
- 6) Wharfage or handling charges on import shipments.
- 7) Warehouse storage or warehouse handling charges.
- 8) Broker's fees on customs or In Bond shipments (See Notes 3 & 5).
- 9) Demurrage.
- 10) Carrier's storage.
- 11) Immediate transportation entry (IT) paper.

Note 2: The term "drayage" as used in this item shall mean local transportation within the pickup terminal area from actual origin to the line-haul carrier's dock.

Note 3: When reference is made hereto, the nature of the charges to be advanced need not be stated on the bill of lading at time of shipment if they accrue at a point other than origin.

Note 4: Provisions of this item do not include the advancing of broker's fees on In Bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

Note 5: Provisions of this item will not apply on shipments destined to points in Canada moving in single line service.

The provisions of this item do not obligate the carrier to furnish the service herein described.

ITEM 320

SHIPMENT CHARGES CONSIGNED TO TRADE SHOWS

Charges on shipments consigned to or in care of trade shows, traveling shows, fairs, exhibitions, village or federal government institutions or agencies including schools, must be PREPAID.

Shipments consigned to Exposition Facilities such as McCormick Place in Chicago or Richard J Daley Center (AKA MB Real Estate) Chicago, IL that pose a delivery problem will not be accepted. If a shipment is inadvertently accepted, the shipment will be tendered to an agent who has standing appointments with said facilities and the resulting charges will be invoiced to the shipper (or applicable third party). The minimum charges for accepting the said shipment will be \$400.00.

ARRIVAL NOTICE AND UNDELIVERABLE FREIGHT

ARRIVAL NOTICE

- a. Actual tender of delivery constitutes the notice of the arrival of a shipment at its destination.
- b. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (NOTE) following the arrival of the shipments and billing.
- c. The notice will be given by telephone, if convenient and practicable; otherwise by mail. However transmitted, the notice will specify the point of origin, the consignor and the commodity.
- d. If the consignee's address is unknown to the carrier, the notice will be deemed to have been given (that is, received by the addressee) on the first business day (NOTE) after it was mailed.

UNDELIVERABLE FREIGHT

- a. If freight cannot be delivered because of the consignee's refusal or ability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefore.
- b. Undelivered shipments will become subject to storage charges, as provided in Item 910 at 8:00 a.m. of the second business day (NOTE) following the day on which the notice of arrival is given.

NOTE - For the purpose of this item, business day means Mondays through Fridays excluding holidays (Christmas Day, Independence Day, Labor Day, Memorial Day, New Year's Day, Thanksgiving Day) or any additional non service days (Black Friday, Christmas Eve)

ITEM 340

BILLING – INTERLINE SERVICE

- 1) Customers will be presented with one joint-line freight bill.
- 2) In the following situations, bill of lading freight terms will apply unless one of the carriers involved in the pickup, linehaul, or delivery of the shipment is listed as the controlling carrier on the bill of lading and confirms to have an established account with the debtor of the freight charges.
 - a. Prepaid shipments received by Dohrn and interchanged from a connecting carrier and delivered by Dohrn to the consignee at a point shown as a Dohrn direct service point will be invoiced by the connecting carrier direct to the shipper for the full charges.
 - b. Prepaid shipments received by a connecting carrier and interchanged from Dohrn and delivered by connecting carrier will be invoiced by Dohrn to the shipper for the full charges.
 - c. Collect shipments received by Dohrn and interchanged from a connecting carrier and delivered by Dohrn to the consignee at a point shown as a Dohrn direct service point will be invoiced by Dohrn direct to the consignee for the full charges.
 - d. Collect shipments received by a connecting carrier and interchanged from Dohrn and delivered by connecting carrier will be invoiced by connecting carrier to the consignee for the full charges.
 - e. Third party bill to shipments for a customer by another customer (excluding payment services) will be treated as a prepaid shipment and will be invoiced by the originating carrier direct to the third party payor for the full charges.
- 3) Shipments tendered on a government bill of lading will be treated as a prepaid shipment and will be invoiced by the originating carrier.
- 4) Shipments originating in the United States of America and destined to Canada billed prepaid will be rated using the Dohrn pricing and rules. Shipments originating in the United States of America and destined to Canada billed collect will be rated using connecting carrier's pricing and rules.
- 5) If a joint line shipment requires a bill of lading terms change and the shipment has not yet been delivered, correction of terms are allowed.
- 6) If a joint line shipment requires a bill of lading terms change and the shipment has already been delivered, the following provisions apply.
 - a. Corrected freight bills that resulted from a connecting carrier billing error, a shipper error, or changing the terms from "prepaid" to "collect" will be permitted at the sole discretion of the carrier.
 - b. In the event a consignee does not have established credit with carrier, or has an account that is not current, carrier reserves the right to decline the request for correction of terms.
 - c. Requests for corrections over 60 days from the date of delivery will not be allowed.
 - d. Requests for changes to COD shipments will not be allowed at any time.

BILLS OF LADING CORRECTION

Any changes made to the original bill of lading will be subject to an additional charge of \$25.00 each time a change is made at the request of Shipper and/or Consignee. Changes shall include, but not be limited to shipment terms, description, weight, etc. This charge shall be in addition to all other charges and will not be subject to discount, loading or unloading allowances.

All changes must be in writing in the form of a letter on the Shipper's letterhead, or a Corrected Bill of Lading. The party requesting change in collection status must guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by the carrier) should the new debtor fail to pay within the prescribed S. T. B. credit guidelines.

No changes will be accepted that increase carrier's liability regarding loss or damage. Section 7 of the corrected bill of lading must not be executed. Changes in description or weight will be permitted only upon presentation to the carrier of the satisfactory proof (original invoice and descriptive literature) that the original Bill of Lading was in error and will not be accepted after 30 days from the date of original invoice.

Prior to delivery of a shipment, changes in the collection terms (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading from the shipper as outlined above. After a shipment has been delivered, requests for reversal of charges must be received in writing by the party (shipper or consignee) assuming responsibility for payment. Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper or the party taking responsibility for the freight charges and only before payment has been received based on the terms of the original bill of lading. The new debtor must have established credit with carrier.

Corrected bills of lading will not be accepted on COD shipments

Corrected bills of lading may not be accepted when submitted more than 30 days after delivery date or invoice date, whichever is later.

For corrected bills of lading involving more than one carrier, reference BILLING – INTERLINE SERVICE.

ITEM 360-1

BILLS OF LADING

When property is tendered to DHRN for transportation, Bills of Lading in the format as described and printed in the National Motor Freight Classification (NMFC) should be used. All Transportation by DHRN, as a Common Carrier shall be subject to terms and conditions of the Bill of Lading Contract shown in the NMFC regardless of the format used, unless exceptions are agreed to in writing by DHRN and the shipper prior to the use of such Bill of Lading.

ITEM 360-2

BILL OF LADING ORDER-NOTIFY SHIPMENTS
(Exceptions to NMFC item 360)

Except as otherwise provided, Order-Notify Bill of Lading shipments will not be accepted by Dohrn Transfer Company (DHRN).

ITEM 360-3

BILL OF LADING THIRD PARTY BILLING

When a party, other than the shipper or consignee, on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the shipper at the time of shipment, except as provided in paragraph 3.

When shipper requests carrier to bill a third party, payment of the charges must be guaranteed by the shipper if the third party fails to pay such charges within the time allowed under federal credit regulations.

When shipper, consignee, or the initially designated payor of the freight charges instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading and shipping order at the time of shipment, an additional charge will be assessed for the new billing, in addition to all other applicable charges, as follows:

CHARGE PER SHIPMENT - \$25.00

The additional charge will be assessed against the party billed for the freight charges.

The execution of section 7 of the bill of lading by the consignor is not valid on shipments subject to the provision of this item.

ITEM 370

EXCLUSIVE USE OF VEHICLE

Exclusive use of a trailer will be furnished on request of the shipper or consignee for the transportation of a shipment. Charges for shipments moving under the provisions of this Item, must be guaranteed by the party requesting the service (Shipper or Consignee) in writing.

Each bill of lading and freight bill covering shipments for which exclusive use of trailer is provided must be marked or stamped as follows:

“Exclusive Use of Trailer Ordered
by _____ of (Shipper or Consignee)”

NOTE 1 - Shipments moving under the provisions of this item may not be stopped in transit for partial loading or unloading.

CLASSES, RATES & DISCOUNTS

Class rates are those that are published in Class Rate Tariffs that are used in connection with Classes or Ratings published in the National Motor Freight Classification (NMFC) or in DHRN Exempt Commodities Classification.

Most of the discounts published by DHRN are applicable in connection with the LTL Class Rates published in our nationwide Class Rate Tariff DHRN 500 series. However, the discounts may also apply in connection with other Class Rate Tariffs published and on file with the proper authorities, when those tariffs are specifically referred to in the pricing.

Discounts apply only on LTL Class Rates, which are defined as rates subject to minimum weights of less than 20,000 pounds (application will apply up to and including the 10M line of rates.). Discounts will apply on exception class rates only when specifically provided for in the pricing publication.

In the event a shipment is inadvertently accepted for which a NMF 100 series item number is not provided or one cannot be established using the description on the bill of lading, a default class of 150 shall be used to rate the shipment unless carrier obtains the density of the shipment and it is less than 6 pounds per cubic foot. Shipments having a density of less than 6 pounds per cubic foot will be classified and rates as follows:

At least 5 PCF but less than 6 PCF – Class 175
At least 4 PCF but less than 5 PCF – Class 200
At least 3 PCF but less than 4 PCF – Class 250
Less than 3 PCF – Class 300

Other than a corrected bill of lading, receipt of satisfactory proof supporting the proposed actual class, (such as, but not limited to, catalog pages, website pages, et al that document product weight, dimension, specs, etc.) shall an adjustment be made.

ITEM 422

CLASSIFICATION OF COMBINED ARTICLES
(exception to NMF 100 item 422)

When not specifically classified in the governing classification, or specifically described in this tariff, articles which have been combined or attached to each other will be charged for at the rate provided for the highest rated articles of the combination. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

When articles have been combined with or attached to vehicles, motor, or vehicles other than self-propelled, they will be rated as combination articles unless the combined article is specifically provided for in NMF 100 in tariffs making reference to this tariff.

ITEM 423

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY
(exception to NMFC rules Item 640, Sec. 3)

The provisions of Item 640, Section 3 of NMF 100 do not apply.

Unless otherwise provided, a shipment which consists of articles subject to more than one commodity description of articles, where one or more articles are not accurately identified on the Bill of Lading, will be rated at the applicable class shown below based on the density of the total shipment. Density will be calculated utilizing the total weight of the shipment divided by the total cubic feet of the entire shipment.

Where articles are unitized with a pallet, platform, rack, or skid; the pallet, platform, rack, or skid constitutes the shipping packaging or a part thereof and shall be included in the computation of density.

Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect on the date of shipment shall be considered released at the lowest released value stated therein.

Density (PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

When properly describing the commodity(s) contained in a shipment, customers may separate a line item description on the Bill of Lading for the pallets, platforms, racks, or skids. The weight of pallets, platforms, racks, or skids must be shown on the Shipping Order and Bill of Lading and will be charged for at the lowest class applicable to any article comprising not less than 5 percent of the weight unitized on such pallets, platforms, racks, or skids.

COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided in carrier's tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges.

to the consignee. The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper providing notation to that effect is listed on the bill of lading. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

The charge for collecting and remitting the amount of each COD bill will be 5 percent of the COD amount subject to a Minimum Charge of \$58.00. Carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions on Collect on Delivery (COD) shipments subject to the provisions of this item by increasing, reducing or canceling the COD amount. A charge of \$30.00 will be assessed in addition to all other lawful charges. Shipments must be tendered on "Uniform Straight", Bill of lading-Short Form, or Straight bill of lading forms as shown in the classification. The letters "COD" must be stamped, typed or written on all bills of lading and shipping orders immediately before the name of the consignee. COD must be at least one inch in height with a thickness of stroke of ¼ inch thick or greater and must be stamped or printed across the face of the bol. Only one COD amount may be shown on the bill of lading. The name and street and post office address of the consignor and consignee must be shown on the bill of lading and shipping order.

Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with item 580 of the NFMFC.

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

If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

The amount of the COD must be collected at the time such shipments are delivered assessed in addition to all other lawful charges.

Only the following forms of payment will be accepted on COD amounts: Certified Check or Money Order. A personal or company check will only be accepted when the bill of lading carries the notation " company or personal check ok". Cash will only be accepted when a release number is provided by a Dohrn representative and the release number is clearly listed on the delivery receipt turned in with the cash.

Note: Dohrn Transfer Company will not accept a shipment with a COD amount exceeding \$5,000.00. If a shipment is inadvertently accepted, Dohrn Transfer Company will not be liable for more than \$5,000.00 if the COD amount is not collected.

ITEM 450

CONCEALED OR UN-NOTED DAMAGE

Notification of damage must be received within 5 days from the date of delivery. When the notification is received within this time frame, possible consideration of up to 1/3 payment may be made if it is determined the carrier may have contributed to the damage.

DETENTION - VEHICLES WITH POWER UNITS

Detention applies when carrier’s trailers with tractors or power units are delayed or detained (through no fault of carrier) either on the premises of shipper or consignee or as close thereto as conditions permit.

When a Shipment Weighs in Pounds	Free Time in Minutes Allowed for Loading or Unloading	Detention Charges For Each 15 Minute Period or Fraction Thereof in Excess of Free Time
1 to 5000	30	\$40.00
5001 to 7500	45	\$40.00
7501 and above	60	\$40.00

Note 1: Shipments consigned to or originating from exposition centers, conventions centers or trade shows will be subject to free time of 30 minutes, regardless of the weight of the shipment.

Free time shall begin when carrier’s driver arrives on the premises for loading or unloading. Time will end on completion of loading or unloaded and receipt by driver of a signed bill of lading or delivery receipt.

When the loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to carrier’s terminal. That portion of the shipment in carrier’s possession is subject to storage charges. The portion of the shipment that is redelivered is subject to a redelivery charge.

In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Any detention fees will be pro-rated accordingly. When detention costs are pro-rated between multiple shipments on a stop, the minimum charge is \$18.50.

DETENTION-VEHICLES WITHOUT POWER UNITS

For detention without power, the following charges and provisions will apply:

1. \$65.00 per trailer for each 24 hour period or fraction thereof, excluding non-business days.
2. Free time will be determined as follows:
 - a. 24 hours, excluding non-business days.
3. Subject to availability of equipment and carrier's discretion, carrier will spot trailer for loading or unloading on the premises or designated site as requested by consignor/consignee.
4. Consignor/consignee will perform all loading or unloading, including the counting and checking of freight. When a trailer is unloaded and reloaded, each transaction will be treated independently of the other.
5. Carrier responsibility for safeguarding shipments will begin when carrier takes possession of a trailer loaded by consignor, and will end when carrier spots trailer for unloading by consignee, as the case may be.
6. Detention on undelivered freight will be subject to free time of 24 hours, excluding non-business days. If freight is held at Carrier's terminal at request of consignor, consignee or owner of such freight, it will be subject to the detention charges of \$65.00 per trailer for each 24-hour period or fraction thereof, excluding non-business days, until further instructions are provided.

DETENTION-TRUCKLOAD SHIPMENTS

1. One hour free time will be allowed per vehicle to load or unload
2. Time will be computed from the time of arrival or appointment time, whichever is later, until the vehicle is released along with appropriate bill of lading or signed delivery receipt.
3. Time beyond free time will be charged for at the rate of \$40.00 for each 15 minutes or fraction thereof until vehicle is released.

HYDRAULIC LIFTGATE SERVICE

1. Where carrier is required or requested to employ mechanical hydraulic lifting devices, to accomplish pickup or delivery of the goods to or from carrier's vehicle, additional charges provided below will be assessed upon the weight of the shipment.

<u>Shipment Weight</u>	<u>Charge</u>
0 – 2,000 lbs.	\$69.00
2,001 – 5,000 lbs.	\$91.00
5,001 – 10,000 lbs.	\$149.00
10,001 – 15,000 lbs.	\$223.00
Over 15,000 lbs.	\$274.00

NOTE – Liftgate service is limited to shipment not over 18,000 lbs.

NOTE 2 – The maximum weight for any one piece or pallet is 2,500 lbs.

2. The charge for this service shall be paid by the party for whom the service is performed, or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles, equipped with such devices, and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.

3. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available, or when such equipment is not available through a contractor or rental agency. When liftgate equipment is not available and Carrier's personnel utilizes alternate means to move the freight from the vehicle to the ground level, the liftgate charges named herein will apply. Services will only be rendered at locations that are safe and accessible to the vehicle.

4. Requests that the carrier provide liftgate service must be made in writing and so stated on the bol and or shipping order. If the shipper fails to notate the request for such service on the bol and the consignee requires such service for unloading, consignee will notate such request on the dr along with a complete legible signature or at the carrier's discretion a verbal request may be accepted with a written confirmation to follow.

EXPEDITED SERVICE

The term "Expedited Service" as used herein means that immediate dispatch of the appropriate equipment, vehicle or trailer will be made, if available, and pick up and delivery will be accelerated and that shipment will be handled with other than normal dispatch.

When Expedited Service" is provided by the carrier at the request of the consignor or consignee, the following provisions will apply:

- a. Charges will be negotiated on each shipment based on individual circumstances for each shipment tendered in this manner.
- b. The request must be given in writing or placed on the bill of lading stating that Expedited Service Requested per _____
Name of Authorized Personnel
- c. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the bill of lading may not be executed.
- d. When the request for Expedited Service is made by the consignor or consignee after the shipment has been receipted for and is in possession of the carrier, the carrier will if possible intercept the shipment and convert it to Expedited Service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed between the point of origin and point or points of destination.

SPECIAL SERVICES – HOURLY RATES / EXTRA LABOR

- (a) Application of hourly rates shall be made only where specific reference is made to this Item or where special services or extra labor is requested by either the shipper or the consignee other than normal carrier operations for which other line-haul rates or charges are not published.
- (b) The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
- (c) Time shall be computed from equipment or personnel’s departure from carrier’s terminal until return to that terminal.
- (d) Minimum charge shall be for eight (8) hours when additional equipment is required. When additional personnel is required, the minimum charge shall be \$160.00 per day during usual business hours, \$250.00 per day for Saturdays, and \$300.00 per day for Sundays or Holidays.

Application of Rate Columns:

Column 1 - Rates apply during usual business hours. (See Note A).

Column 2 - Rates apply for operations on Saturday, Sunday, holidays, or other than usual business hours (See Item 167).

	<u>R A T E S (+)</u>	
	<u>Column 1</u>	<u>Column 2</u>
Straight truck or tractor trailer unit with driver	\$120.00	\$192.00
Additional labor per man	\$70.00	\$112.00

Note A - Usual business hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

(+) - Rates are stated in dollars and cents per hour or fraction thereof.

(d) These hourly fees are NOT applicable to Fast Track, Guaranteed, or Expedite shipments.

DOHRN TRANSFER GUARANTEED SERVICES**SECTION 1- GENERAL PROVISIONS**

- A. Carrier guarantees the delivery of shipment between Carrier's direct service points on or before the agreed upon date and time, based on the shipment pickup date and the level of guaranteed service shipper selects and Carrier agrees to.
- B. Carrier's "standard transit time" is defined as the number of service days as published by the carrier from shipment's origin zip code to shipment's destination zip code.
- C. Shipper desiring the services offered in this item must first contact Carrier for preauthorization. A guaranteed authorization (GA) number to be entered on the bill of lading prior to pickup will be supplied by Carrier.
- D. Carrier reserves the right to deny the requested service.
- E. Shipper agrees to waive all rights under Section 7 of the Bill of Lading.
- F. Weekends and holidays are not included in transit time.
- G. If a delivery appointment is required, on time delivery will be the appointment date.
- H. Should the party requesting the services offered in this item subsequently cancel the request, the following will apply:
 - 1. If request is made prior to pickup, but subsequent to dispatch of carrier's equipment to make the pickup, a \$50 guarantee cancellation fee will be charged.
 - 2. If request is made after tender of shipment to carrier, the provisions of this item will apply and such request for cancellation of the service shall be denied.
- I. If any of the following conditions apply to the shipment, they must be disclosed to Carrier as part of the original quote and pickup notification process, or the shipment will not be considered eligible for guaranteed service:
 - 1. Shipment requires liftgate or other special equipment.
 - 2. Shipment requires temperature control or other protective service.
 - 3. Shipment is marked as hazardous material or subsequent to pickup it is determined the shipment requires handling as hazardous material as specified by the D.O.T.
 - 4. Shipment requires Collect on Delivery (C.O.D.).
 - 5. Shipment is destined to a private residence.
 - 6. Shipment requires sorting and segregating.
 - 7. Shipment is destined to a trade show.
 - 8. Shipment requires a dropped trailer for consignee unloading.
 - 9. Shipment is of extreme length.
 - 10. Shipment is blind.
- J. In the event that Carrier is unable to meet its obligations due to any cause beyond its reasonable control, including but not limited to: Strikes or Lockouts, Labor Shortages or Disturbances, Acts of God, Fires, Accidents, Floods, Severe Storms, Wars, Riots, Acts of Governmental Authority, and Acts of or Omissions of Third Parties, the performance obligations of Carrier affected by the Force Majeure condition shall be suspended to that extent for the duration of such event; provided, however, that Carrier shall make all reasonable efforts to continue to meet its obligations during the duration of the Force Majeure condition.
- K. Failure by Carrier to have the shipment available for delivery by the agreed upon date and time, due to no fault of shipper or consignee, will result in cancellation of freight charges, including the fuel surcharge (with the exception of any applicable and performed accessorial service charges) for that shipment. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.

**DOHRN TRANSFER GUARANTEED SERVICES
(Concluded)**

SECTION 2 - GUARANTEED STANDARD SERVICE (DOHRN DEPENDABLE)

- A. Carrier guarantees the delivery of a less than truckload shipment by the end of the day (11:59 PM local time) on or before the shipment's due date based on Carrier's standard transit time. The consignee/receiver must be open and willing to accept delivery up to 5:00 PM local time. After 5:00 PM local time, the delivery shall be considered late only if the consignee's receiving department is closed when Carrier attempts delivery.
- B. Shipper desiring this service must notify Carrier as part of the pickup request, prior to Carrier's arrival at shipper.
 - 1. If Carrier approves of the shipment's Dohrn Dependable eligibility, Carrier will issue shipper a guaranteed authorization number.
 - 2. Shipper must write legibly both "DOHRN DEPENDABLE GUARANTEED" and the shipment's issued guaranteed authorization (GA) number on the bill of lading.
- C. Shipment must be made available to Carrier by 5 PM on the day of pickup, with 2 hours or more advanced notice, depending on the shipper's proximity to Carrier's service center.
- D. When such service is requested, a charge will be assessed, in addition to the linehaul charge, as follows:
 - 1. A 25% surcharge (\$50 minimum) will be added to the freight charges (accessorials excluded) after the applicable discount has been applied.
Example: Calculate the applicable linehaul freight charges less any applicable discount,
Then, apply the 25% increase or the \$50 minimum (whichever is higher),
Then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
- E. Truckloads will be guaranteed on a case by case basis and preapproval must be obtained by the quote and operations departments prior to accepting any guaranteed truckloads.

SECTION 3 - GUARANTEED STANDARD SERVICE WITH TIME DEFINITE DELIVERY (DOHRN DEFINITE)

- A. Carrier guarantees the delivery of shipment by the agreed upon delivery time on or before the shipment's due date based on Carrier's standard transit time. The consignee/receiver must be open and willing to accept delivery up to the agreed upon delivery time on the shipment's due date.
- B. Shipper desiring this service must first call for quote and approval by Carrier.
 - 1. Carrier will quote the shipment, and upon verbal commitment from shipper, Carrier will generate and send a Dohrn Guaranteed Delivery Contract to shipper.
 - 2. Upon shipper's return of the signed contract to Carrier, Carrier will issue shipper a guaranteed authorization (GA) number.
 - 3. Shipper must write legibly both "DOHRN DEFINITE GUARANTEED" and the shipment's issued guaranteed authorization (GA) number on the bill of lading.
- C. Shipment must be made available to Carrier by 5 PM on the day of pickup, with 2 hours or more advanced notice, depending on the shipper's proximity to Carrier's service center.

SECTION 4 - GUARANTEED EXPEDITED SERVICE (DOHRN DEDICATED)

- A. Carrier guarantees the delivery of shipment on or before the agreed upon delivery date and time. The consignee/receiver must be open and willing to accept delivery up to the agreed upon delivery time on the agreed upon delivery date.
- B. Shipper desiring this service must first call for quote and approval by Carrier.
 - 1. Carrier will quote the shipment, and upon verbal commitment from shipper, Carrier will generate and send a Dohrn Guaranteed Delivery Contract to shipper.
 - 2. Upon shipper's return of the signed contract to Carrier, Carrier will issue shipper a guaranteed authorization (GA) number.
 - 3. Shipper must write legibly both "DOHRN DEDICATED GUARANTEED" and the shipment's issued guaranteed authorization (GA) number on the bill of lading.
- C. Shipment must be made available to carrier by the agreed upon time on the day of pickup.

ITEM 566

INSIDE DELIVERY SERVICE

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move the shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in item 751 (Delivery and Unloading Service).

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

Service provided under this item will be assessed:

A charge of \$6.25 per 100 pounds subject to a Minimum Charge of \$67.00 and a Maximum Charge of \$775.00

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

The services listed in this item will not apply when provisions of item 650 - Picking up or delivery to a private residence apply. Due to liability reasons Dohrn representatives can not perform inside delivery to private residences.

ITEM 570

IMPRACTICABLE OPERATIONS

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

1. The conditions of roads, streets, driveways, alleys or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Strikes or Lockouts, Labor Shortages or Disturbances, Fires, Accidents, Floods, Severe Storms, Wars, Riots, acts of God, the public enemy, the authority of law, the Acts of or Omissions of Third Parties, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

ITEM 575

MARKING OR TAGGING FREIGHT

The carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

\$2.00 per package or piece of freight subject to a Minimum Charge of \$35.00 per shipment.

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

ITEM 600

HAZARDOUS MATERIALS CHARGE

Any shipment with any hazardous identification on it shall be subject to an additional charge of \$25.00 per shipment.

When special permits authorizing the transportation of specific shipment of hazardous materials are required by Federal, State, or Local regulations, the purchase costs of such permits will be paid by the carrier and collected from the shipper or party requesting the movement of the shipment. Evidence of payment of all permit charges shall be furnished by the carrier to the shipper or the party requesting movement of the shipment upon request.

Any notation on the bill of lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require "Control and Exclusive Use of Vehicle" service in accordance with provision of Item 370.

BLIND SHIPMENT CHARGE

A blind shipment is when the paying customer controls the movement of the freight but does not want another party involved in the shipment to know the name of the other. The following conditions will apply to blind shipments.

1. Requestor must complete and provide carrier with a letter of authority for blind shipment and a corrected bill of lading or letter of authority with the desired change. Carrier will acknowledge receipt upon request.
2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
3. A charge of \$50.00 will apply in addition to all other applicable charges.
4. Actual origin city, state, and zip code and ultimate destination city, state, and zip code will be shown on carrier's bill.
5. Charges found in the "Marking or Tagging Freight" item will not apply on shipments subject to this item.
6. Only requests prior to pick up will be considered for this service.
7. If the letter of authority is not received by the carrier prior to the pickup, the request will be handled as a reconsignment subject to the provisions of the "Reconsignment, Diversion, Relinquishment" item herein.
8. Dohrn will not ensure the confidentiality of the transaction.
9. Dohrn will make a diligent effort to execute a request for Blind shipment, but will not be responsible if such service is not affected.

ITEM 610

LIABILITY - PUBLISHED TRANSIT TIMES

Dohrn Transfer will make every effort to meet our published transit times for shipments tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit times, however, Dohrn will not be liable to shipper, consignee, or their agents for any and all direct or incidental damages or costs claimed to result from this failure to meet published transit times, including but not limited to any fines or late fees.

CUBIC CAPACITY AND DENSITY

1. Shipments with an average density of less than 3 lbs. per cubic foot that require at least 350 cubic feet but less than 750 cubic feet of trailer space will be subject to a minimum charge based on a “calculated weight” of 6 pounds per cubic foot, at the customer’s class 125 contracted or tariff rate excluding any FAK provisions.
2. Shipments with an average density of less than 6 lbs. per cubic foot that require 750 cubic feet or more of trailer space will be subject to a minimum charge based on a “calculated weight” of 6 pounds per cubic foot, at the customer’s class 125 contracted or tariff rate excluding any FAK provisions.
3. 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. ($795 \text{ cu ft} * 6 \text{ pcf} = 4770 \text{ lbs.}$).
4. 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
5. 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.
6. The minimum charge determined by this item shall not exceed the charge determined by rating the shipment as a full capacity truckload as outlined in item 300.

LINEAR FOOT RULE FOR LESS THAN TRUCKLOAD

1. Any shipment tendered requiring 12 linear feet (144") or more of a vehicle across the usable width of the trailer, defined as 6 feet (72") or more, is subject to charges based on either the shipment's actual weight, or a calculated weight of 500 pounds per linear foot or fraction thereof, whichever is greater. On LTL shipments tendered to carrier that occupy 20 feet or any greater portion of a trailer, charges will be assessed on the basis of a minimum weight of 20,000 pounds or actual weight, whichever is greater. On LTL shipments tendered to carrier that occupy 45 feet or any greater portion of a trailer, charges will be assessed on the basis of a minimum weight of 40,000 pounds or actual weight, whichever is greater.
2. 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.
3. 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.
4. At the carrier's sole discretion, multiple shipments from the same shipper on the same day to the same Consignee may be considered as one shipment for the provision of this item.
5. 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.
6. Carrier shall not be held liable to pinwheel or turn pallets to reduce the amount of linear foot utilized by the shipper.
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 cubic capacity and density rule herein.

**ARTICLES OF EXTRAORDINARY VALUE, LIMITATION OF LIABILITY, PROHIBITED OR RESTRICTED
ARTICLES, RELEASED VALUE AND EXCESS DECLARED VALUE COVERAGE**

SECTION 1 - GENERAL LIMITATIONS OF LIABILITY

- A. Except as otherwise provided, Carrier's maximum liability for cargo loss or damage shall be limited as follows:
1. Maximum liability on shipments subject to a SPOT QUOTE, PALLET PRICING or VOLUME/TRUCKLOAD PRICING will be:
 - Per Pound per package: \$1.00
 - Not to Exceed: \$10,000.00 per shipment
 2. Unless otherwise provided, Carrier's maximum liability per pound per package will be the lesser of the following, not to exceed \$100,000.00 per shipment:
 - a) Actual invoice value;
 - b) Limited liability provisions shown on the bill of lading;
 - c) Applicable Released Value or Actual Value liability provisions of the STB NMF 100 series; or
 - d) As shown in the table below which shall be arrived at by determining the Actual Class of the articles as published in the STB NMF 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment, whichever is less. Carrier's maximum liability will be that which is shown in Column B opposite the class shown in Column A.

COLUMN A (CLASS)	COLUMN B (MAX VALUE PER POUND)
50	\$1.00
55 through 65	\$2.00
70 through 500	\$5.00

- B. Unless otherwise provided, articles with an invoice value exceeding the limitations shown in (A) above shall be considered to be of extraordinary value.
- C. Articles of extraordinary value accepted for transportation shall be considered released at the value per pound per distribution package as determined in (A) above, subject to a maximum liability of \$100,000.00 per shipment, and \$250,000 per incident unless Excess Declared Value Coverage is requested and the additional charges are paid (see Section 6).
- D. On shipments handled by Carrier in connection with another carrier (either Motor, Water or Rail), Carrier's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier.
- E. If the shipper does not properly describe the freight on the Bill of Lading or uses description "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.
- F. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMF 100 series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of Carrier will be determined by separately multiplying the weight of each individual package lost or damaged by the maximum liability per pound.
- G. Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum \$10,000.00 per shipment.

**ARTICLES OF EXTRAORDINARY VALUE, LIMITATION OF LIABILITY, PROHIBITED OR RESTRICTED ARTICLES, RELEASED VALUE AND EXCESS DECLARED VALUE COVERAGE
(Continued)**

SECTION 2 - LIABILITY FOR ITEMS OTHER THAN NEW, INTERPLANT MOVES AND INTERNET AUCTION ITEMS

- A. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities (or the facilities of its divisions or subsidiaries) of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers and manufacturing facilities. Items not manufactured or distributed by a company in its normal business operations include, but are not limited to, items such as equipment, machinery, accessories, raw materials, office equipment, electronic equipment (including computers), spare parts and supplies utilized by the company in its business operations.
- B. 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); commodities or articles shipped as part of an Interplant Move; and commodities or articles purchased through internet auctions, whether listed on the Bill of Lading as such or not, will be accepted for transportation only when the shipper releases the value at "0" cents per pound. (Carrier not responsible) If carrier neglect can be proven, Dohrn Transfer Company, LLC accepts \$.10 per pound liability for commodities or articles previously stated.
- C. Failure of the shipper or consignor to declare a commodity or article other than new (including, but not limited to, failure to declare the commodity or article to be used, reconditioned, refurbished, or rebuilt) and/or failure to declare a commodity or article shipped as being part of an interplant move shall not alter the application of this item. Commodities or articles purchased through internet auctions, including but not limited to eBay, Amazon, and others including individuals, will be deemed to be used unless claimant can prove otherwise.
- D. Carrier shall be released from all liability (\$0.00 per pound) for commodities or articles being shipped to or from salvage yards, salvage dealers, or liquidation companies.

SECTION 3 - PROPERTY OF EXTRAORDINARY VALUE

- A. Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

BANK BILLS	ORIGINAL WORKS OF ART (note 4)
CREDIT CARDS	POSTAGE STAMPS
CURRENCY, other than coin	PRECIOUS METALS(note 1)
DEEDS	PRECIOUS STONES
DRAFTS	REVENUE STAMPS (note 5)
JEWELRY, other than costume/novelty	VALUABLE PAPERS OF ANY KIND
LETTERS, with or without stamps (note 2)	LOTTERY TICKETS
VISUAL COMMUNICATING or MONITORING (Including TELEVISIONS, VIDEO or MULTIMEDIA MONITORS OR DISPLAYS)	
MUSEUM ARTICLES, or ARTICLES OF ANTIQUITY (note 3)	

Note 1: Monetary coins will not be accepted as premiums with other articles except as authorized in Item 310 of ICC NMFC 100 series.

Note 2: United States Mail will be accepted when the consignor or consignee are United States Post Offices.

Note 3: Except antique furniture subject to items 100240 and 100260 of ICC NMF 100 series, or numistic exhibits subject to item 63830.

Note 4: Except pictures or paintings subject to items 100240, 100260 and 149420 of NMF 100 series.

Note 5: Except U.S. Internal Revenue Distilled Spirit Stamps, which will be accepted in truckload or volume shipments only.

SECTION 4 - FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

- A. Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may be refused for lack of suitable equipment.

**ARTICLES OF EXTRAORDINARY VALUE, LIMITATION OF LIABILITY, PROHIBITED OR RESTRICTED ARTICLES,
RELEASED VALUE AND EXCESS DECLARED VALUE COVERAGE**

SECTION 5 - PROHIBITED OR RESTRICTED ARTICLES

- A. The following articles will not be accepted for transportation:
1. Acid, in carboys, unless boxed with projecting necks protected or completely boxed;
 2. Automobiles;
 3. Carbon Black, powdered graphite, or lamp black;
 4. Corpses;
 5. Explosives, Hazard Class 1, Division 1.1, 1.2, or 1.3;
 6. Explosives, Hazard Class 1, Division 1.5, requiring placards, exceeding 1,000 pounds;
 7. Fireworks other than specified in NMFC;
 8. Hazardous or Non-Hazardous Waste, any material that requires a waste manifest be accepted, signed, or moved with freight;
 9. Nitrocellulose;
 10. Perishable items;
 11. Poison Inhalation hazard, Hazard Zone A, of any nature;
 12. Poison Inhalation hazard, Hazard Zone B, in bulk containers, exceeding 119 gallons;
 13. Poison Inhalation hazard, Hazard Zone C, in packaging exceeding 3,500 gallons;
 14. Refrigerated Liquid Methane, LP gas or other liquefied gas with methane content greater than 85%, in packaging exceeding 3,500 gallons;
 15. Radioactive Materials, Articles or Isotopes that are highway route controlled;
 16. Slab Marble or Stone – including synthetic materials
 17. Taxidermy items, animals, animal heads, birds, fish or reptiles, stuffed (other than toy), treated or preserved by taxidermy methods;
 18. Used Fluorescent Light Bulbs for recycling;
 19. Used Tires for recycling.
 20. No freight will be accepted which, when loaded on equipment, will not permit the motor carrier's said equipment to pass over bridges or through underpasses, or where highway obstructions or conditions will not permit safe operation.
 21. Hazardous material class 4.2 – spontaneously combustible material
 22. Solar Panels
- B. Notwithstanding any other provision of the Dohrn 100 Tariff, we are not liable for delay of, loss of, or damage to a shipment of any prohibited item inadvertently accepted. The shipper agrees to indemnify Dohrn Transfer Company, LLC for any and all costs, fees and expenses Dohrn incurs as a result of the shipper's violation of any local, state, or federal laws or regulations or from tendering any prohibited item for shipment. Shipper will be responsible for all charges and handling fees that are related to recovery from a Dohrn Transfer terminal by shipper, final consignee, or another carrier.

SECTION 6 - EXCESS DECLARED VALUE COVERAGE

- A. Commodities tendered for shipment with an invoice value exceeding values as stated in Section 1 Paragraph A will be considered to be of "Excess Declared Value".
- B. The shipper may request "Excess Declared Value Coverage" on shipments of commodities that exceed the maximum liability limitations as provided in Section 1 Paragraph A herein or in other tariffs or contracts only as set forth in this item.
- C. Shipments described in Section 6 Paragraph A, where "Excess Declared Value Coverage" is not requested, shall be governed by any and all limitations set forth in Section 1 herein or as provided in the NMFC.
- D. "Excess Declared Value Coverage" will be deemed to be requested when the Bill of Lading is marked as such at the time of the shipment, and the shipper must indicate in writing on the Bill of Lading the total "Excess Declared Value Coverage" requested.
1. Example: A shipper requesting \$10,000.00 "Excess Declared Value Coverage" would notate the Bill of Lading as follows:
"Excess Declared Value Coverage requested in the amount of \$10,000.00".
- E. "Excess Declared Value Coverage" purchased by the shipper will apply to the shipment as a whole and will be prorated across the entire shipment in the event of a partial loss or damage.
- F. The charge for "Excess Declared Value Coverage" will be \$0.60 per each \$100.00 value in excess of the initial maximum liability, subject to a minimum charge of \$40 per shipment. The charge is in addition to any other freight charges accruing to the shipment, and is to be paid by the party responsible for payment of the freight charges. Charges will be based on whichever of the following produces the higher charge:
1. The declared value that is in excess of the initial maximum liability per shipment; or
 2. The value per pound based on total shipment weight that is in excess of the initial per pound maximum liability.

**ARTICLES OF EXTRAORDINARY VALUE, LIMITATION OF LIABILITY, PROHIBITED OR RESTRICTED ARTICLES,
RELEASED VALUE AND EXCESS DECLARED VALUE COVERAGE
(Concluded)**

**SECTION 6 - EXCESS DECLARED VALUE COVERAGE
(Concluded)**

- G. Maximum Liability: The maximum "Excess Declared Value Coverage" available is a total combined amount of \$100,000.00 per shipment and \$250,000 per incident. If a shipment is inadvertently accepted with a request for Excess Declared Value Coverage in an amount exceeding \$100,000.00, the maximum coverage shall be limited to \$100,000.00. In no event shall liability exceed the actual invoice value of the goods shipped (including "Excess Declared Value Coverage") less salvage.
- H. A statement of value without an express request for excess liability will not increase Carrier's liability, and charges for excess liability coverage will not be assessed.
- I. Excess Declared Value Coverage is only available for shipments originating and delivering in the United States.

SECTION 7 – UNCRATED MERCHANDISE

- A. Class rates, exceptions rates, commodity rates (including rates on property, N.O.I., or Freight All Kinds), and rate discount or allowance provisions named in carrier's tariffs apply only in conjunction with shipments which are properly prepared for shipment, including all requirements of the governing classification. Where any article is tendered for shipment uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, such article is accepted subject to the released valuation provisions of this Item, and the rate shall be determined as 300 percent (300%) of the Class 100 rate or minimum charge named from the same origin and destination. The rate shall not be subject to any percentage discount or allowance provision.
- B. In connection with articles named above which are accepted for shipment, rates are subject to consignor's release of said articles to a value not exceeding \$0.10 cents per pound, subject to a maximum value of \$15.00 per shipment. Carrier's liability for loss or damage shall be limited to an amount not exceeding the released valuation named in this paragraph and in no instance greater than the actual value of the article.
- C. Any consignor or other responsible party desiring to tender an article, including refused or returned shipments, which is uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, shall enter on the bill of lading (shipper's order) a released valuation as provided for in paragraph (b) but in no instance a valuation greater than the actual value. Carrier may issue a corrected bill of lading at any time in the event consignor or other responsible party fails to comply with the requirements of this Item. The corrected bill of lading shall govern the transportation services provided as if it had originally been issued at the time the article was tendered.
- D. Uncrated, unboxed, unwrapped, unpalletized articles, and articles otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, which are not tendered pursuant to the released valuation provisions named in this Item, are accepted for transportation at owner's risk for loss or damage attributable to the absence of protection.

SECTION 8 – ADDITIONAL CUSTOMER REQUESTS

- A. At the time of delivery, once freight is removed from carriers' trailer, carrier is exempt from liability if the freight is unable to be safely loaded back onto our trailer without damage. Additionally, if the wrong freight is loaded onto a carrier's trailer at the time of a pickup or delivery, carrier shall be exempt from liability.
- B. If the consignee decides to break down a skid/freight to unload, the carrier is no longer liable for the freight if it becomes damaged.
- C. If a partial shipment is recovered by customer or other authorized party from carrier's dock, the customer or authorized party will be responsible for signing for a piece count and all appropriate notations at the time of release, in addition to repackaging and labeling the remaining freight sufficiently for transit. If remaining freight becomes damaged in transit due to poor packaging or lost due to poor labeling, carrier is exempt from liability. Additionally, at the time of final delivery, the carrier is exempt from liability for any missing pcs or paperwork that may have been picked up by the authorized party.
- D. If a shipment is partially refused by the consignee at the time of delivery, the consignee will be responsible for signing the delivery receipt with a piece count and all appropriate notations in addition to repackaging and labeling the remaining freight sufficiently for transit. If freight becomes damaged in transit due to poor packaging or lost due to poor labeling, carrier is exempt from liability. Additionally carrier shall be exempt from liability for any missing pcs or paperwork that may have been kept by the consignee at the time of original delivery.

ITEM 635

VERIFICATION OF COUNT OR DAMAGE

Shortages and damages that are noted on the Dohrn delivery receipt and cannot be verified by our driver representative due to a consignee's company policy that does not allow our driver access to the consignee's dock or unloading area will be dismissed for lack of opportunity to verify and agree to the notation, unless pictures can be provided within or next to the Dohrn trailer. This will include but not be limited to trailers dropped at warehouses or distribution centers.

It will also apply to situations wherein the Dohrn driver does has access to the dock or unloading area but is not allowed to do a physical recheck of a shortage or damage situation because the freight is removed from the immediate receiving area and the consignee refuses to return the shipment to the receiving area for a recount or physical recheck.

ITEM 647

NOTIFICATION PRIOR TO DELIVERY

Subject to the provisions of Notes 1 to 4, shipments on which the consignor or consignee has given instructions directing the carrier to give notice by telephone or in writing of arrival prior to delivery will be subject to a charge of \$39.00 per shipment.

NOTE 1 - On prepaid shipments this charge is to be billed to the shipper and on collect shipments this charge is to be billed to the consignee.

NOTE 2 - Except as otherwise provided in this item, carriers do not obligate themselves to notify consignee of arrival of shipments prior to delivery.

NOTE 3 - In the event notification as provided in this item results in a toll charge or telegraphic charge, the charges in this item include such toll or telegraphic charge.

NOTE 4 - When the bill of lading contains a notation such as, "call before delivery", "if necessary, call before delivery", "appointment required", "call _ hours before delivery", or other similar wording, it will be considered a request for

notification prior to delivery and subject to the provisions of this item.

PICK UP OR DELIVERY AT PRIVATE RESIDENCE

1. When carrier makes a pickup or delivery at a private residence or limited access location, the following charges will apply:
 - A. \$7.85 per cwt subject to a Minimum Charge of \$76.00 and a maximum of \$250.00 per shipment on direct traffic
 - B. \$7.85 per cwt subject to a Minimum Charge of \$76.00 and a maximum of \$250.00 per shipment on Interline traffic
2. The term RESIDENCE shall be defined as location which includes, but is not limited to a private dwelling for living including private residences, apartments, camps, condominiums, farms or ranches, dormitories, estates, assisted living centers, and businesses operated out of a private residence
3. The term LIMITED ACCESS LOCATION shall be defined as a location that may or may not include a private residence on the property, but is also not open to the walk in public during normal business hours including.
 - a Airports
 - b Amusement Parks
 - c Churches or Synagogues
 - d Camps
 - e Colleges or Universities
 - f Construction Sites
 - g Country Clubs
 - h Exhibitions Halls or Fairs
 - i Storage Units
 - j Job Sites
 - k Military installations
 - l Mines
 - m Nuclear generating stations
 - n Parks
 - o Prisons or Correctional Facilities
 - p Schools
 - q Trade Shows
 - r Container Freight Stations
 - s Funeral Homes
- 4 The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the Bill of Lading (Shipping Order) is specifically endorsed to show prepayment of all charges, the charge or charges shall be collected from the party that is responsible for payment of the freight charges (debtor).
- 5 Note: Services named in item 566 (inside delivery) will not be performed to private residences due to liability reasons.

ITEM 670

OVER DIMENSION FREIGHT

Any shipment containing one or more articles that equal or exceed 8 feet in length shall be assessed an additional charge as outlined in the following table. Additional fuel surcharges shall not apply to the over dimension charge; they shall apply only to the original freight charges.

<u>Length</u>	<u>Charge</u>
8.00 - 12.00 ft	\$85.00
12.01 - 16.00 ft	\$135.00
16.01 - 20.00 ft	\$185.00
20.01 - 28.00 ft	\$400.00
28.01 and Over	\$550.00

If the shipment meets the requirements of item 615 cubic capacity and density or item 620 linear foot, the higher charge shall apply.

ITEM 680

PACKING REQUIREMENTS

(1) Unless otherwise provided, where packing specifications are not provided, the packing specifications and rules of the NMFC, applying to such articles will apply.

(2) Where packaging requirements are provided in tariffs governed hereby rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rate or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets, platforms or skids.

ITEM 710

PALLET INTERCHANGE CHARGE

Carrier having equipped certain vehicles with pallets, platforms or skids (NOTE) will furnish such vehicles, when available, upon request. Pallets, platforms or skids so constituting part of the standard equipment of the carrier's vehicle may be removed by consignor, provided such consignor replaces in the vehicle a like number of pallets, platforms or skids of identical size and construction under load. Consignee must remove the pallets, platforms or skids under load from the vehicle and must, at the time of delivery, replace in the vehicle a like number of pallets, platforms or skids of identical size and construction, loaded or empty. Pallets, platforms or skids so replaced on vehicle will become carrier's property as part of the standard equipment of the vehicle, in lieu of the carrier's pallets, platforms or skids exchanged by consignor or consignee. Pickup or delivery service does not include the loading of freight on the pallets, platforms or skids at point of origin or the unloading of the freight from the pallets, platforms or skids at destination of the carrier's driver.

When consignee is unable to replace in the vehicle a like number of pallets, platforms or skids of identical size and construction at the time of delivery, the consignee will be charged \$8.50 for each pallet, platform or skid not replaced in vehicle.

PAYMENT OF CHARGES AND EXTENSION OF CREDIT

Carrier is not required to deliver or relinquish possession of any freight transported by it until all tariff rates and charges thereon have been paid. Upon taking reasonable precautions to assure payment of freight charges will be paid within the prescribed credit period, carrier will extend credit in accordance with the provisions of this Item.

The credit period begins the day of freight bill presentation, which is defined as the date on which the carrier mails the freight bill to the party responsible for payment of the freight charges (or any agent or contractor thereof), or in the case of electronic billing or funds transfer, the day on which billing information is dispatched electronically.

The credit period shall run for 30 calendar days including Saturdays, Sundays, and holidays except that if the 30th day falls on any of the foregoing, the period will extend to the next day which is not a Saturday, Sunday, or holiday.

On prepaid shipments, carrier shall present all freight bills within fifteen (15) working days from the date a shipment is received for transport or the date on which sufficient information to compute applicable tariff changes is received at the billing point.

On collect shipments, carrier will present all freight bills within fifteen (15) working days from the date a shipment is delivered at destination.

Working days are defined as days other than Saturdays, Sundays, or holidays.

The date of payment of charges is defined as the postmark date on which the check, draft, or money order is mailed, except when payment is made by electronic funds transfer, the date of payment shall be the date on which the funds are transferred. Checks, drafts, or money orders may not contain any restrictive endorsement and must be honored upon initial presentation to carrier's bank in order to constitute payment.

The time limit for payment shall be shown on the freight bill or an accompanying document, provided that failure to indicate the correct time limit shall not relieve any party of compliance with carrier's credit rules.

The 30-day credit period will apply to any balance due bill which is presented after the original freight bill has been paid in full.

No person may set off against freight charges any claim or debt asserted against carrier.

Checks received in payment of freight charges which are returned to Dohrn Transfer by the bank because of insufficient funds or any other reason not the fault of Dohrn Transfer will be subject to a charge of \$35.00, which includes any service fee assessed by Dohrn Transfer's bank. This charge will be in addition to all other applicable charges and will not be subject to discounts, loading or unloading allowances.

All rates, charges or other amounts published herein are stated in US Currency, and all charges are payable in US currency unless prior agreement has been approved by Carrier

NON PAYMENT OF FREIGHT CHARGES

Carrier's credit policies and practices are adopted in compliance with the requirements of the Interstate Commerce Commission as set forth at 49 C.F. R. 377.203 et. seq. Carrier's election to extend credit is limited to persons deemed credit-worthy, and in no case shall carrier's election or the provisions of this tariff be construed to change carrier's obligation to collect all freight charges lawfully due carrier within the credit period established in Item 715.

Shipments rated under discount provisions, commodity rates, or exceptions rates will be subject to the following penalty provisions:

Service Charge: Commencing on the 61st day from the date of freight bill presentation (see Item 715) any freight bills remaining unpaid will have an additional interest penalty fee due of 10% of the net revenue. The purpose of this charge is to prevent free use of funds due the carrier.

Collection expense charge: Commencing on or after the 61st date from freight bill presentation (see Item 715), if freight bills remain unpaid in full or in part, and are submitted to a collection agency for assistance, an additional collection expense fee of 25% of the net revenue will apply. The purpose of this charge is for additional costs incurred in the collection of overdue freight charges.

ITEM 751

DELIVERY AND UNLOADING SERVICE

The following services provided by Dohrn Transfer Company are covered by standard freight charges.

1. Pickup and delivery at a business location during Dohrn's regular business hours.
2. Driver will load shipments with the following restrictions on each unit/package in a shipment:
 - Each unit/package weighs less than 110 pounds, or;
 - If the weight is between 110 and 500 pounds, direct access to the rear of our trailer and your dock is required. If there is not direct access to our trailer, driver assistance is available, if requested.

Note: Loading or unloading of shipments with heavy or difficult-to-handle configurations is the shipper's or receiver's responsibility.

ITEM 751-1

DELIVERY SERVICE TO DISTRIBUTION CENTERS

All shipments to Wal-Mart Distribution Centers or Target Distribution Centers or Amazon Distribution Centers or Menards store or Distribution Centers must be palletized and shrink wrapped for unattended unloading at the Distribution Center. Shipments accepted as pieces tendered on pallets and transported on pallets through the DHRN system will be tendered for delivery on pallets with shrink wrap intact. Subsequent shortage claims will not be honored if shrink wrap was intact and the correct number of pallets was delivered to the Wal-Mart, Target, or Amazon Distribution Center or Menards store or Distribution Center.

There shall be a direct pass through unloading allowance charge for any shipment delivering to a Walmart or Sams Club DC. The cost shall be \$.75 per hundred weight and will be in addition to all other applicable charges and will be assessed against the payor of the freight charges.

There shall be a direct pass through unloading allowance charge for any shipment delivering to a Menards store or DC. The cost shall be \$1.00 per hundred weight and will be in addition to all other applicable charges and will be assessed against the payor of the freight charges.

GROCERY WAREHOUSE, LUMPER SERVICE, AND NO SERVICE LOCATIONS

1. A fee of \$50.00 per shipment shall be assessed to any shipment delivered to a warehouse and or food service distributor (which includes food service, grocery, drug, and general retail facilities, including, but not limited to the companies listed below). This fee is in addition to all other applicable charges and will be assessed against the payor of the freight charges.

- | | | |
|-------------------------------------|---------------------------------|--------------------------------|
| a. Advantage Logistics / Super Valu | j. Certco | aa. MBM Grocery Whse |
| b. Affiliated Foods | k. Certified Grocers | bb. Mclane |
| c. Aldi | l. Chambers & Owen | cc. MDV / Nash Finch |
| d. Amazon.com | m. Costco | dd. Midwest Grocers |
| e. Amcon | n. CVS Distribution | ee. Peytons Northern |
| f. Associated Wholesale Grocery | o. Dave's Supermarket | ff. Reinhart Foods |
| g. C&S Grocery | p. Dearborn Wholesale Grocers | gg. Restaurant Depot |
| h. Cash Way | q. Dollar General | hh. Roundys |
| i. Central Grocers | r. Dominicks | ii. Sams / Wal-Mart |
| | s. Family Dollar | jj. Saratoga Specialties |
| | t. Grocers Supply Co | kk. Save A Lot |
| | u. Hy-Vee Distribution | ll. Schnucks |
| | v. Kehe Foods / Tree of Life | mm. Shopko |
| | w. Kroger Foods | nn. Sygma |
| | x. Lincoln Poultry | oo. Sysco |
| | y. Marsh Supermarkets | pp. Target |
| | z. Martin Brothers Distributing | qq. Thompson Company |
| | | rr. Topco |
| | | ss. UNFI / United Natural Food |
| | | tt. US Foodservice |
| | | uu. Vanee Foods |
| | | vv. Variety Distributors |
| | | ww. Walgreens Distribution |
| | | xx. Winkler Inc. |

2. In the event carrier is required or requested to acquire, employ, or utilize the services of a lumper (s) to load and/or unload freight from and/or to the carrier's vehicle, the following conditions will apply.

- a. The carrier will not absorb any freight charges or fees accompanied with acquiring or utilizing the outside service.
- b. The carrier will be reimbursed for any charges assessed by the lumper in addition to a carrier service fee. The service fee shall be \$25.00 per shipment and will be added to the freight bill, in additional to all other charges.
- c. Lumper charges, will be prorated by weight and the proportional charge will be added to the freight bills involved.
- d. If the Lumper service provider assesses a charge on a per shipment basis, the said charge will be added to the freight bills involved.
- e. These charges will be in addition to all other applicable charges and will be assessed against the payor of the freight charges.

3. When carrier is required to pass off a shipment to a partner carrier for delivery to a grocery warehouse, the partner carrier's fees for that delivery will be passed on to the payor of the freight charges as a direct pass through cost in addition to all other applicable charges. Carrier shall not absorb any charges or fees accompanied with such deliveries.

GROCERY WAREHOUSE, LUMPER SERVICE, AND NO SERVICE LOCATIONS

4. Delivery service will not apply to the following locations. If a shipment is inadvertently accepted going to one of the following locations, (1) The shipper may send in another carrier to rescue the freight for delivery and Dohrn will be paid relinquishment charges as listed in item 820, (2) The shipper may request the freight to be returned in which Dohrn will be paid contracted LTL charges from pickup location to the destination terminal and relinquishment charges for the return as listed in item 820. (3) Dohrn will deliver the shipment with a 0% discount off the most current version of the DHRN 500 rate base.

- a) Kmart DC – Manteno, IL
- b) McLane Midwest – Danville, IL
- c) McLane Midwest – Northfield, MN
- d) O'hare airport
- e) Roundy's – Oconomowoc, WI
- f) Super Value – Green Bay, WI
- g) Super Value – Hopkins, MN
- h) United Natural Food (UNFI) – Greenwood, IN
- i) United Natural Food (UNFI) – Iowa City, IA
- j) United Natural Food (UNFI) – Prescott, WI
- k) United Natural Food (UNFI) – Sturtevant, WI
- l) Walmart - Onley, IL
- m) Caldor Inc – North Bergen, NJ
- n) K-Mart – Warren, OH
- o) K-Mart – Fairless Hills, PA
- p) Ames – Leesport, PA
- q) Walmart – Grove City, OH
- r) Walmart – Woodland, PA
- s) Walmart – Sutherland, VA
- t) Wakefern Food – all locations
- u) Bloomingdales – Secaucus, NJ
- v) Neuman Wholesale – Ridgely, NJ
- w) Rite Aid – Poca, WV
- x) Staples Warehouse – Hagerstown, MD
- y) Target – Stuarts Draft, VA
- z) Meijer – Tipp City, OH
- aa) Home Depot – all locations
- bb) Costco – all locations
- cc) US Food – Severn, MD
- dd) US Steel – Ecorse, MI
- ee) C&S Wholesale Grocers – Bethlehem, PA
- ff) Lomar Distributing – Des Moines, IA
- gg) Supervalu – Stevens Point, WI
- hh) Nichols Tillage Tools Inc – Bloomington, IL
- ii) Chewy – Wilkes Barre, PA
- jj) Chewy – Mechanicsburg, PA

5. Dohrn Transfer Company, LLC will not be responsible for providing food grade quality trailers nor assume any liability if product is loaded on a non-food grade quality trailer.

ITEM 756

**PICKUP AND /OR DELIVERY SERVICE ON WEEKENDS, HOLIDAYS, AND
OUTSIDE NORMAL BUSINESS HOURS**

When DHRN is requested by the shipper or consignee to provide the services listed above, the following will apply:

1. Before or after normal weekday hours Monday thru Friday is defined as the period before 8 A.M. and after 5 P.M. of each weekday named.
2. These charges must be guaranteed by the party requesting the service, or guaranteed to the satisfaction of the carrier before the pickup and/or delivery services will be provided.
3. The following charges will apply in addition to all other applicable charges on shipments where service is provided before or after normal business hours or on Saturdays:
A \$60.00 per man per hour or fraction thereof, subject to a Minimum Charge of \$250.00.
4. The following charges will apply in addition to all other applicable charges on shipments where service is provided on Sundays or Holidays:
A \$80.00 per man per hour or fraction thereof, subject to a Minimum Charge of \$300.00.
5. The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service as outlined above.
6. When a pick up or delivery is required at a time other than the hours listed above Dohrn reserves the right to hand off the freight to a partner carrier that will perform the after hours pick up or delivery service and any additional charges that are billed to Dohrn for this service will be passed along to the payor of the freight charges or guaranteed by the shipper. When these charges are incurred Dohrn will waive their after hours delivery charges listed above.

PRECEDENCE OF PRICING PROGRAMS

Where there is specific pricing published for the account of the shipper, consignee or a third party that will apply on the same shipment, the pricing that is published for the account of the payor of the freight charges on that shipment will be the pricing that is applicable. Where there is no specific pricing applicable for the account of the consignee on a collect shipment, the pricing published specifically for the account of the shipper or third party will apply if it is published to also apply on outbound collect shipments. Pricing published specifically for the account of the consignee on inbound collect shipments will not apply on prepaid shipments. Pricing published for the shipper will also apply on shipments prepaid by a third party when there is no pricing published specifically for the third party.

Pricing published specifically for a shipper, consignee or a third party bill take precedence and apply in lieu of pricing that is published for general application for all accounts.

When there is no specific pricing published for either the shipper or the consignee and a third party is not involved the general pricing in item 1001 will apply.

PREPAYMENT AND PAYMENT OF FREIGHT CHARGES

- (a) No shipments will be accepted on which line haul transportation charges are partially prepaid or partially collect.
- (b) Freight Charges must be prepaid on all shipments consigned to or in care of trade shows, traveling shows, Chautauqua, fairs or exhibits.
- (c) All freight charges on shipments for export must be prepaid. See Notes 1 & 2.
- (d) Shipments of less value than charges must be prepaid or guaranteed on any shipment which in the judgment of the carrier at points of origin or diversion would not, at forced sale, realize the total amount of charges due at destination.
- (e) When party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the bill of lading and shipping order. (See Note 3). When such information is not shown and the original freight bill is returned to the carrier by the consignor or consignee with Instructions to bill the freight charges to a third party, an additional charge of \$11.00 will be assessed for the new billing in addition to all other legally applicable charges. The additional charge is to be assessed against the party responsible for the freight charges.

Note 1: The provisions of paragraph (c) will not apply on shipments moving on government bills of lading or on shipments destined to points in Canada.

Note 2: Except on shipments moving under United States Customs Bond (Section 2 of NMFC item 770 will not apply, the provisions of paragraph (c) will not apply on shipments destined to points in Mexico, when freight charges are guaranteed by the shipper.

Note 3: Shipments subject to provisions making reference hereto will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.

ITEM 790

PRECAUTIONARY MARKINGS

Where applicable, customer must use the precautionary markings on all shipments as described in Item 682 of the NMFC. In the event such markings are not used, Dohrn will not be liable for damages which result from the failures to use such markings.

ITEM 810

PROTECTIVE SERVICE- PROTECT FROM FREEZING

Protect from freeze season runs October 1st through April 30th

Protect from freeze service is not a temperature controlled service and this service does not include blankets and/or heated pads

Protection of shipments from freezing will not be furnished unless specific arrangements therefore are made in advance of tender and request therefore is endorsed on the bill of lading or shipper's order by the consignor.

Freight must be properly labeled "Protect from Freezing"

Bill of Lading must be clearly notated and easily visible (BOLD) in the body of the bill with "Protect from Freezing"

If either labeling or notation on bill of lading is missing, Dohrn Transfer will not be liable for freight being frozen or damaged from the elements.

Dohrn Transfer will only be liable to protect against a freezing mark of 32 degrees (32°) Fahrenheit or zero degrees (0°) Celsius (centigrade) or lower. Carrier will have no liability for products that freeze or degrade above 32 degrees Fahrenheit.

Heated trailers and/or heated storage areas and/or shipment technology will be used to protect shipments from freezing based on availability and Dohrn Transfer discretion

Protection on freezable shipments is provided seven (7) days a week while the freight is in possession of Dohrn Transfer. Advanced notice is required for shipments being picked up on Fridays or day before a holiday.

In the event freight is being held and awaiting disposition from the shipper or consignee, Dohrn Transfer will act solely as a warehouseman and take due care of the freight to protect it from freezing.

The fees in the following chart will apply in addition to all other rates and charges requiring protection from freezing

Actual Weights	Price
0 – 2,499 lbs.	\$35.00
2,500 – 4,999 lbs.	\$50.00
5,000 - 9,999 lbs.	\$100.00
10,000 +	\$250.00

Canadian Shipments: An eighteen percent (18%) surcharge, subject to a \$35.00 minimum charge, will be applied to the net charges on each shipment weighting up to and including 19,999 lbs., and a ten percent (10%) surcharge, subject to a \$150.00 minimum charge, will be applied to the net charges on each shipment weighing 20,000 lbs. and over, requiring protection from freezing on interlined / interchanged shipments with a connecting carrier destined to or originating from Canada

During circumstances of extreme conditions, in an effort to protect the freight:

- We reserve the option of keeping freight in a protective environment at a terminal and not putting freight on the street for delivery. This will void any and all penalties and charges due to a next day service failure.
- In addition, we reserve the option to suspend all pickups of freezable goods. Dohrn Transfer will not be liable for freight being frozen or damaged from the elements during these circumstances, and freight claims related to these circumstances will not be honored. This will void any and all penalties and charges due to a service failure.

In the event a "Protect from Freezing" shipment freezes, Dohrn Transfer may pay freezable claims up to \$5.00 per pound for the damaged portion of the shipment subject to a maximum claim of \$5,000 per shipment.

ITEM 810-1

PROTECTIVE SERVICE – FREEZABLES FROM INTERLINE CARRIERS OR BROKERS

Dohrn Transfer will not guarantee protective service nor assume liability for frozen product and will not participate in claims due to freezing on shipments originating from other carriers (excluding other carriers in the Pitt Ohio Transportation Group). A reasonable effort will be made to protect shipments and in tendering freezable shipments under the provisions of paragraph 1 above, the carrier will:

- Notify Dohrn dispatch at the transfer terminal that the trailer and/or shipment is freezable.
- Freight must be properly labeled "Protect from Freezing"
- Bill of Lading must be clearly notated and easily visible (BOLD) in the body of the bill with "Protect from Freezing"
- Mark all manifests and transfer documents by highlighting freezable shipments, especially on drop trailers
- Do not transfer freezables on Fridays or a day before a holiday

ITEM 810-2

PROTECTIVE SERVICE – HEAT SENSITIVE SHIPMENTS FROM INTERLINE CARRIERS OR BROKERS

Dohrn Transfer Company will not guarantee protective service nor assume liability for melted or heat damaged products and will not participate in claims due to melted or heat damage on shipments from other carriers.

ITEM 810-3

PROTECTIVE SERVICE – HEAT SENSITIVE SHIPMENTS FROM SHIPPER

Dohrn Transfer Company will not guarantee protective service nor assume liability for melted or heat damaged products and will not participate in claims due to melted or heat damage on shipments inadvertently picked up by any shipper.

ITEM 815

QUOTATIONS OF ESTIMATED FREIGHT CHARGES

When DHRN furnishes, either orally or in writing, an estimate of freight charges, such estimates will be given based on the information given to DHRN at the time of quotation. Such estimates are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges and are not binding on either DHRN or the customer. All transportation charges on a shipment will be assessed on the basis of published tariff provisions in effect at the time of shipment, applicable to the actual commodities and weight and cubage shipped and transportation and related services actually performed in connection therewith. Quote numbers should be printed on the bill of lading at the time of shipment. LTL quotes shall remain valid for 5 business days from the time of the initial quote request. All volume quotes shall be subject to available capacity at the time of the shipment and shall only be applicable for a period of 48 hours from the time of the quote request. A volume quote does not constitute "exclusive use" of DHRN equipment unless specifically requested.

DIVERSION OR RECONSIGNMENT OF FREIGHT

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

Definition of reconsignment or diversion:

For the purpose of this item the terms "RECONSIGNMENT" and "DIVERSION" are to be considered synonymous and the use of either will be considered to mean: a change in the name of the consignor or consignee, a change in the place of delivery within original destination point, a change in the destination point, relinquishment of shipment at point of origin (see note A), or instructions received by the originating carrier prior to receipt of shipment.

Conditions of reconsignment or diversion:

1. Request for reconsignment or diversion must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label, or container as authority to reship, return, or reassign a shipment.
2. The carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
3. Only entire shipments (not portions of shipments) may be reassigned.
4. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
5. An order for reconsignment of a shipment moving under uniform order bill of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed, or exchanged.
6. Instruction for reconsignment of COD shipments will be accepted only from the consignor.

Charges:

If reconsignment occurs in the name of the consignor or consignee with no change in place of delivery prior to or after tender of delivery a \$45.00 fee per shipment will result.

If reconsignment occurs in the place of delivery within the original destination point prior to or after tender of delivery a \$45.00 fee per shipment will result.

If reconsignment occurs in the place of delivery with a new destination point prior to or after tender of delivery the "bill to" party's published tariff rates will apply from the point of origin to the carriers terminal in which the freight resides and also to the reassigned point from the carriers terminal where the freight currently resides, but not less than the published through rate from original point of origin to ultimate destination will result.

If a request to return the freight to the shipper or relinquish the freight to another carrier, the shipper, or other party before leaving the origin terminal a \$4.60/cwt or \$45.00 minimum will result.

Note A: Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin for return of a shipment to the original place of shipment, or delivery to another carrier at point of origin, or relinquish possession to either the shipper or another carrier at carrier's terminal, such service if performed, will be subject to the published tariff rate from original place of shipment to the point in which carrier's terminal is located.

ITEM 830

REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished during normal business hours, no further tender will be made except upon request. Additional tenders and final delivery will be made, subject to the following:

If one or more additional tenders of the shipment are made at consignee's place during normal business hours, the shipment will be subject to the following charges for each such tender and for the final delivery:

\$5.25/cwt subject to a \$60.00 minimum charge and a \$535.50 maximum charge

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 the carrier by the consignor, consignee, or a third party.

ITEM 845

REFERENCE TO PUBLICATIONS, ITEMS, GROUPS, NOTES, RULES, ETC.

Where reference is made in this tariff to Classification, Tariffs, Items, Groups, Notes, Rules, etc., such references are continuous and include supplements to and successive issues of such Classifications or Tariffs; also successive issues of such Items, Groups, Notes, Rules, etc.

ITEM 886

SORT AND SEGREGATE SERVICE

Upon request by shipper or consignee, Dohrn Transfer driver will sort and segregate pieces of a shipment. This service will be restricted to sorting as to package size and/or product type.

The cost for this service will be \$3.70/cwt subject to a \$95.00 minimum.

Provisions of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable to provide the service.

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 the carrier by the consignor, consignee, or a third party.

ITEM 888

INSPECTING AND REPACKAGING

Upon request by shipper or consignee, Dohrn will inspect and/or repackage pieces of a shipment at a cost of \$31.50 per hour per person with a one hour minimum and billed in one-half hour increments or part thereof. Services will be billed to designated party whom is paying freight charges unless authorized in advance in writing by different party authorizing such services.

STOPPING OF TRUCKLOAD FOR PARTIAL LOADING OR PARTIAL UNLOADING

1. When consignor/consignee requests a TL or Volume shipment be stopped for partial loading or unloading (not both), the following charges will apply.

A. Stop-Off charge per stop not including pickup or delivery as the case may be will be \$145.50 per stop.

B. Line Haul Charge

1. Charges will be based on the entire shipment at the rate applicable as follows:

a. From Initial origin point, or from any intermediate point where the shipment is stopped for partial loading.

b. To any intermediate point where shipment is stopped for partial unloading, or to final destination point from and to which the highest charges are applicable

2. If the total distance from initial origin to final destination via the stop-off point(s) exceed 115 per cent of the mileage if no stop-off had occurred, the excess distance will be charged as follows:

a. \$3.90 per mile using PC Miler practical miles or

b. Applicable mileage rates if published in individual tariffs or contracts.

2. The following Stop-Off provisions will apply:

A. All component parts of a shipment will be loaded and in transit before any stop is made for unloading.

B. The component parts of the shipment will be loaded in the order required by the originating carrier.

C. Freight may not be substituted or exchanged once the freight has been originally loaded.

D. Freight should be marked to easily identify the components of the shipment.

E. The bill of lading will provide all necessary information required to affect the requested pickups and/or deliveries.

F. All Charges will be prepaid by the consignor, unless the consignor guarantees charges and so notates on the bill of lading

3. STOP-OFFS will not be permitted on shipments moving C.O.D., in bond, nor when section 7 of the bill of lading has been signed.

4. For carrier convenience, any component part of the shipment may be picked up, transported, or delivered in separate trailers and all portions of the shipment need not be transported through the Stop-Off point or points.

STORAGE

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

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 a.m. the day after freight is received by the carrier.

2. Storage charges on undelivered freight will begin at 7:00 a.m. 48 hours after notice of arrival back to a terminal has been given or request for disposition has been made
 - a. The term "business day" as used in this item means Monday through Friday, excluding Holidays.

 - b. When carrier has been given instructions at time of shipment or prior to giving notice of arrival that consignee will not accept freight for more than 24 hours, storage charges will begin at 8:00 a.m. the first business day after arrival at carrier's destination terminal.

 - c. When carrier notifies consignee at 11:59 a.m. or earlier on the day the freight is ready to be delivered and the consignee refuses to or does not accept delivery on the day notified, storage charges as provided in Paragraph 3 of this item will begin from the time consignee was notified, and the provisions of Paragraph 3 of this item will not apply on shipments subject to detention.

 - d. Shipments for which a prior appointment for delivery has been scheduled will be allowed 24 hours free time. Following the 24 hours free time, the charges provided in this item will apply.

3. Freight stored in carrier's possession will be assessed a charge of \$2.00 per 100 pounds or fraction thereof, per 24 hours or a fraction thereof, subject to the following minimum and maximum charges:

Minimum Storage Charges: \$20.00 per shipment per each 24 hours, but not less than \$40.00 per shipment.

Maximum Storage Charges: \$180.00 for each 24 hours or fraction thereof.

4. Freight stored in carrier's possession which requires protection from freezing will be assessed a charge of \$4.00 per 100 pounds or fraction thereof, per 24 hours or a fraction thereof, subject to the following minimum and maximum charges:

Minimum Storage Charges: \$40.00 per shipment per each 24 hours, but not less than \$80.00 per shipment.

Maximum Storage Charges: \$360.00 for each 24 hours or fraction thereof.

APPLICATION OF WEIGHT GROUPS

WEIGHT GROUPS (WGT GRP) are defined as follows:

- L5C Applies on shipments weighing less than 500 pounds
- 5C Applies on shipments weighing each 500 pounds or more but less than 1000 pounds
- 1M Applies on shipments weighing each 1000 pounds or more but less than 2000 pounds
- 2M Applies on shipments weighing each 2000 pounds or more but less than 5000 pounds
- 5M Applies on shipments weighing each 5000 pounds or more but less than 10,000 pounds
- 10M Applies on shipments weighing each 10,000 pounds or more but less than 20,000 pounds
- 20M Applies on shipments weighing each 20,000 pounds or more but less than 30,000 pounds
- 30M Applies on shipments weighing each 30,000 pounds or more but less than 40,000 pounds
- 40M Applies on shipments weighing each 40,000 pounds or more

Note – Rates in a lower weight bracket will alternate with the rates and minimum weight in the next higher weight bracket. Whichever produces the lower charge will apply.

ITEM 999

FUEL SURCHARGE

Dohrn Transfer will apply a fuel surcharge according to the criteria outlined below:

National Average Fuel Price

At Least	But Less Than	LTL Surcharge	TL Surcharge
\$1.10	\$2.25	23.00%	37.00%
\$2.25	\$2.28	23.00%	37.00%
\$2.28	\$2.31	23.18%	37.18%
\$2.31	\$2.34	23.36%	37.36%
\$2.34	\$2.37	23.54%	37.54%
\$2.37	\$2.40	23.72%	37.72%
\$2.40	\$2.43	23.90%	37.90%
\$2.43	\$2.46	24.08%	38.08%
\$2.46	\$2.49	24.26%	38.26%
\$2.49	\$2.52	24.44%	38.44%
\$2.52	\$2.55	24.62%	38.62%
\$2.55	\$2.58	24.80%	38.80%
\$2.58	\$2.61	24.98%	38.98%
\$2.61	\$2.64	25.16%	39.16%
\$2.64	\$2.67	25.34%	39.34%
\$2.67	\$2.70	25.52%	39.52%
\$2.70	\$2.73	25.70%	39.70%
\$2.73	\$2.76	25.88%	39.88%
\$2.76	\$2.79	26.06%	40.06%
\$2.79	\$2.82	26.24%	40.24%
\$2.82	\$2.85	26.42%	40.42%
\$2.85	\$2.88	26.60%	40.60%
\$2.88	\$2.91	26.78%	40.78%
\$2.91	\$2.94	26.96%	40.96%
\$2.94	\$2.97	27.14%	41.14%
\$2.97	\$3.00	27.32%	41.32%
\$3.00	\$3.03	27.50%	41.50%
\$3.03	\$3.06	27.68%	41.68%
\$3.06	\$3.09	27.86%	41.86%
\$3.09	\$3.12	28.04%	42.04%
\$3.12	\$3.15	28.22%	42.22%
\$3.15	\$3.18	28.40%	42.40%
\$3.18	\$3.21	28.58%	42.58%
\$3.21	\$3.24	28.76%	42.76%
\$3.24	\$3.27	28.94%	42.94%
\$3.27	\$3.30	29.12%	43.12%
\$3.30	\$3.33	29.30%	43.30%
\$3.33	\$3.36	29.48%	43.48%
\$3.36	\$3.39	29.66%	43.66%
\$3.39	\$3.42	29.84%	43.84%
\$3.42	\$3.45	30.02%	44.02%
\$3.45	\$3.48	30.20%	44.20%
\$3.48	\$3.51	30.38%	44.38%
\$3.51	\$3.54	30.56%	44.56%
\$3.54	\$3.57	30.74%	44.74%
\$3.57	\$3.60	30.92%	44.92%
\$3.60	\$3.63	31.10%	45.10%
\$3.63	\$3.66	31.28%	45.28%
\$3.66	\$3.69	31.46%	45.46%
\$3.69	\$3.72	31.64%	45.64%
\$3.72	\$3.75	31.82%	45.82%
\$3.75	\$3.78	32.00%	46.00%

ITEM 999

FUEL SURCHARGE (Concluded)

At Least	But Less Than	LTL Surcharge	TL Surcharge
\$3.78	\$3.81	32.18%	46.18%
\$3.81	\$3.84	32.36%	46.36%
\$3.84	\$3.87	32.54%	46.54%
\$3.87	\$3.90	32.72%	46.72%
\$3.90	\$3.93	32.90%	46.90%
\$3.93	\$3.96	33.08%	47.08%
\$3.96	\$3.99	33.26%	47.26%
\$3.99	\$4.02	33.44%	47.44%

At \$4.02 and beyond, the fuel table will continue to increase at a rate of .18% for every \$0.03 change in the price of fuel.

For purposes of this Fuel Surcharge application only, LTL is defined as shipments weighing up to and including 11,999 pounds. Heavyweight shipments are defined as shipments weighing 12,000 pounds and greater.

The surcharge will be adjusted each Tuesday, based upon the U. S. National Average Diesel price as published by the Department of Energy on Monday.

(To check what the fuel average currently is, call the Fuel Cost Index Hotline @ 202-586-6966)

LOSS AND DAMAGE CLAIMS

Claims for damage must be filed with Dohrn Transfer within 9 months from date of delivery. Claims for shortage must be filed with Dohrn within 9 months from normal transit time calculated from point of tendering to Dohrn to consignee.

Dohrn Transfer will not pay administrative costs or fees, or interest charges, regardless of the amount, associated with the processing of loss or damage claims.

Dohrn Transfer will not pay labor/repair charges over \$25.00 per hour.

In no instance shall Dohrn Transfer, including its agents, contractors, employees, and affiliates be liable for any indirect, incidental, consequential, loss of profit, loss of income, special, exemplary or punitive damages, whether or not Dohrn had knowledge that such damages might be incurred, without Dohrn's prior agreement in writing.

Dohrn Transfer will not be liable for any damages in excess of the limitations contained within this Rules Tariff, whether Dohrn knew or should have known that such damages might be incurred, without Dohrn's prior agreement in writing.

Dohrn Transfer will not be liable for, nor shall it make any refund or any credit as a result of any loss, damage, delay, mis-delivery, non-delivery or failure to provide information about a shipment caused by or resulting in whole or in part from any of the following:

- a) An act, default or omission of any person or entity other than Dohrn Transfer, its parent or affiliates
- b) A defect or inherent nature of a commodity
- c) Delay or incomplete delivery due to an act or omission of a customs agent, regulatory authority or police agency
- d) Damage indicated solely by any shock watch, tilt meter, temperature recorder or other device attached to the freight while in transit
- e) Superficial damage to outer or general shipping containers, including damage to the finish by adhesive labels, soil or damage incidental to the transportation service
- f) An incomplete or inaccurate address of the Shipper or Consignee, or incomplete, inaccurate or missing documentation required for the lawful transportation including customs clearance of the goods
- g) Product expiration that occurs while the commodities are in transit or in storage by a broker or Dohrn

Tanks, totes, drums, pails and containers of any kind are accepted in apparent good order and with the assumption that the valves, bungs, lids, etc. are sealed and secure. Should they open or become loose during transit, the total loss incurred will be assumed by the shipper.

In the event Carrier is responsible for the clean up costs involved with a hazardous material incident or a non-hazardous material incident, Shipper agrees to reimburse Carrier for all said costs if Shipper is negligent. Negligence on the part of Shipper will relate to, but will not be limited to, package failure (when tanks, totes, drums, pails and containers of any kind fail in transit) and seal failures (when valves, bungs, lids, etc. are not secured). At the time of pick up, freight is accepted in apparent good order and with the assumption that all packaging (tanks, totes, drums, pails and containers of any kind) and seals (valves, bungs, lids, etc.) are in compliance with the packaging specifications in the current National Motor Freight Classification Guide and the current Department of Transportation Hazardous Material Regulations. In the event negligence remains undetermined or is unclear, even after sufficient facts and documentation have been reviewed by both parties, Shipper and Carrier agree to equally split the clean up costs involved with the hazardous material incident or non-hazardous material incident. Either party shall have 30 days to remit payment for the clean up costs after determination has been made that both parties will be responsible for payment.

Any and all law suits filed against Dohrn Transfer Company, LLC must be filed in Rock Island County in the state of Illinois

ITEM 1000-1

**TIME LIMIT FOR FILING SHORTAGE AND DAMAGE CLAIMS FOR
INTERLINES AND CARRIER PARTNERS**

If a claim is filed with an interline carrier partner within the regulated nine month limit for damages, or nine months plus normal transit time for shortages, the interline carrier partner has one additional month to refile the claim with Dohrn Transfer Company. Claims received by interline carrier partners prior to the nine-month limit, but received by Dohrn Transfer Company after the additional one month, will not be honored by Dohrn Transfer Company.

ITEM 1001

APPLICATION OF RATES FOR ACCOUNTS WITH NO PUBLISHED PRICING

For shipments tendered to DHRN where no pricing is published in a discount tariff, commodity tariff, pricing agreement or contract, a general discount and a general minimum shall apply, using actual class per NMF 100 series, and class rates as found in the current DHRN 500 series tariff in effect on date of shipment.

General direct or non direct service discount shall be 75%

General direct service minimum shall be \$90.00 for intrastate points

General direct service minimum shall be \$125.00 for interstate points

General non direct service minimum shall be \$150.00 for states listed as Extended Midwest.

General non direct service minimum shall be \$200.00 for states listed as Nationwide.

General non direct service minimum shall be \$375.00 for the state of California

Please reference the Dohrn Transfer website at www.dohrn.com to see a complete list of states defined as, "Direct", "Extended Midwest", and "Nationwide".

ITEM 1001-1

NON APPLICATION OF DISCOUNTS

Customer specific pricing is automatically cancelled and deleted without notice if there is no shipment activity during any consecutive 180 day period. Cancellation includes, but is not limited to, all discounts, special tariffs, incentives, accessorial exceptions, etc. Subsequent shipments are subject to item 1001 listed above.

REWEIGH AND INSPECTION

1. In the event the carrier reweighs a shipment and the difference in weight is an increase or decrease from the stated weight on the bill of lading of 50 pounds or more, a weight & inspection charge will apply in addition to any applicable modifications in freight charges, fuel surcharges, or accessorial charges in accordance with the new weight.
2. In the event the carrier applies a reweigh correction pursuant to this section, paragraph (1) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the lowest classed article in the shipment.
3. All shipments handled by DHRN are subject to inspection at any time for any reason, including but not limited to (1) confirmation that the shipment contains the items described on the bill of lading, (2) confirmation that the shipment does not violate applicable laws, rules, regulations, or tariff provisions, or (3) for any other reason determined as necessary at our sole discretion. We are not obligated to perform any such inspection and we do not promise that acceptance by DHRN of your shipment is proof of your compliance with any such applicable provision. By tendering the shipment to DHRN, shipper, consignee, and any interested third party consent to such inspections and agree that DHRN will not be held liable for any loss, damage, action, or event arising out of such inspection except to the extent DHRN is grossly negligent in performing the inspection.
4. An inspection that uncovers incorrect information found on the Bill of Lading including but not limited to (1) density of the shipment, (2) the actual or released value of items as defined in the NMFC, (3) linear foot, (4) cubic capacity, or (5) freight classification will result in a weight & inspection charge in addition to any applicable modifications in freight charges, fuel surcharges, or accessorial charges in accordance with the new information.
5. The weight and inspection charge applicable for all items above will be \$25.00 per shipment and will be in addition to all other applicable charges and will not be subject to discounts, rebates, or loading/unloading allowances

ITEM 1003

VEHICLE ORDERED BUT NOT USED

When a carrier is requested to perform service and dispatches a vehicle to the point of origin designated by the shipper, and such equipment or service is not used, due to no fault of the carrier, the following charge shall be assessed.

A flat charge of \$100.00 will apply on all shipments weighing less than 19,999 lbs.

A flat charge of \$250.00 will apply on all shipments weighing 20,000 lbs. or more.

Note: Charges in this item do not apply when equipment or service is ordered and not used due to acts of God, the public enemy, the acts of public authority, quarantine, riots or strikes.

ITEM 1004

INTERLINE SERVICE CHARGES AND HIGH COST DELIVERY AREAS

This rules tariff is published by Dohrn Transfer Company and pertains to services performed by Dohrn Transfer Company.

Shipments handled on an interline basis may be subject to charges published by an interline carrier for specific functions they perform. In such cases the interline carriers charge will apply and may result in the issuance of a balance due billing.

The following zip codes shall be subject to an additional surcharge based on the high costs associated with delivering to these areas.

AZ zips – 85321, 85328, 85341, 85357, 85360, 85371, 85601, 85632-4, 85639, 85922, 85942, 86020, 86023, 86024, 86028, 86030, 86031, 86033-6, 86039, 86040, 86042-7, 86053, 86054, 86320, 86321, 86337, 86411, 86412, 86431, 86433, 86434, 86437, 86441, 86443-5, 86503-86512, 86515, 86520, 86535, 86538, 86540, 86544, 86545, 86547, 86549, 86556 – subject to an \$80.00 additional fee for any pickups or deliveries to this area.

AZ zips – 85357, 86021, 86022, 86052, 86432, 86502, 86514 – subject to a \$200.00 additional fee for any pickups or deliveries to this area.

CA zips – 93512, 93513, 93514, 93517, 95956, 95980, 96137, 93515, 93529, 93541, 93546, 95934, 95947, 95983, 96118, 96020, 96124, 96136 – subject to an additional fee of \$1.85/cwt with a minimum of \$150.00

Chicagoland, IL zips – 60601-60624, 60628, 60629, 60632, 60633, 60637, 60636, 60643, 60647, 60649, 60652, 60655, 60657, and 60666 – subject to a \$30.00 additional fee for any pickups or deliveries to this area.

CO zips – 80106, 80117, 80118, 80649, 80705, 80721, 80726, 80735, 80736, 80742, 80744, 80745, 80746, 80747, 80749, 80750, 80754, 80801, 80802, 80808, 80810, 80812, 80821, 80822, 80825, 80830, 80831, 80832, 80835 – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

Delmarva Peninsula, DE zips - 3-digit prefix of 199*, 216*, 218* and 5 digit zips 23301, 23302, 23303, 23306, 23307, 23308, 23310, 23336, 23337, 23347, 23350, 23354, 23356, 23357, 23359, 23395, 23401, 23404, 23405, 23408, 23409, 23410, 23413, 23415, 23416, 23417, 23418, 23420, 23421, 23426, 23440, 23441, 23442 - subject to a \$35.00 additional fee for any pickups or deliveries to this area.

FL zips – 33001, 33036, 33037, 33040, 33041, 33042, 33043, 33045, 33050, 33051, 33052, 33070, 33109, 33149 – subject to \$50.00 additional fee for any pickups or deliveries to this area.

ID zips – 83327, 83802, 83808, 83826, 83525, 83827, and 83853 – subject to a \$150.00 additional fee for any pickups or deliveries to this area.

MN zip – 56711 – subject to a \$300.00 additional fee for any pickups or deliveries to this area.

MI zips 48437-38, 48463, 48610, 48612-13, 48617-22, 48624-25, 48627-36, 48647, 48650-54, 48656-59, 48661, 48701, 48703, 48705, 48720-21, 48728-30, 48732-33, 48735-40, 48742-43, 48745, 48747-50, 48754-59, 48761-62, 48764-67, 48769-70, 48787, 48850, 48878, 48886, 48893, 49304-05, 49309-10, 49312, 49320, 49322, 49327, 49332, 49337-38, 49340, 49342, 49346, 49349, 49402, 49405, 49410-11, 49413, 49420-21, 49425, 49431, 49436-37, 49446, 49449, 49452, 49454-55, 49457-59, 49461, 49463, 49610-23, 49625-40, 49642-45, 49648-51, 49653-57, 49659-60, 49663-68, 49670, 49673-76, 49679, 49682-83, 49688-89 – subject to \$2.45/cwt with a minimum of \$20.00 and a maximum of \$65.00.

MI zips 497* through 499* - subject to a \$30.00 additional fee for any pickups or deliveries to this area

MO zips – 65436, 65439, 65440, 65462, 65466, 65470, 65541, 65543, 65552, 65557, 65560, 65566, 65570, 65571, 65609, 65624, 65626, 65637, 65662, 65676, 65690, 65729, 65733, 65741, 65747, 65760, 65761, 65778 – subject to a \$30.00 additional fee for any pickups or deliveries to this area.

NC zips – 27915, 27920, 27936, 27943, 27968, 27972, 27982 – subject to a \$75.00 additional fee for any pickups or deliveries to this area.

NC zip - 27960 – subject to a \$200.00 additional fee for any pickups or deliveries to this area.

New England States – CT (zips 060-069), MA (zips 010-027), ME (zips 039-049), NH (zips 030-038), NY (zips 103-149), & VT (zips 050-058) - subject to a \$4.53/cwt with a minimum of \$52.00 for any pickups or deliveries to these states.

NE zips – 68322, 68325-7, 68335, 68340, 68361, 68370, 68436, 68452, 68622, 68623, 68627, 68636, 68640, 68644, 68647, 68660, 68665, 68711, 68713-5, 68718, 68722, 68724-6, 68729, 68730, 68734, 68735, 68742, 68746, 68747, 68752, 68755, 68756, 68758-69, 68777-8, 68780-3, 68786, 68789, 68813, 68823, 68828, 68842, 68874, 68882, 68920, 68922, 68925, 68928, 68930, 68932, 68935, 68936, 68939, 68942, 68943, 68946, 68948, 68950, 68952, 68960, 68966, 68967, 68970-4, 68977, 68978, 68982, 69020-33, 69036, 69037, 69039-46, 69122, 69125, 69126, 69128, 69132-4, 69140, 69144, 69145, 69146-9, 69150, 69152-4, 69156, 69161, 69162, 69163, 69166, 69167, 69169, 69201, 69210-2, 69216-21, 69301, 69333, 69334-7, 69339, 69340, 69341, 69343, 69345, 69346, 69348, 69350, 69351, 69352, 69354, 69357, 69358, 69361, 69363, 69366, 69367 – subject to a \$30.00 additional fee for any pickups or deliveries to this area.

NYC zips 10001 through 10299 – subject to a \$6.00/cwt with a minimum of \$27.00 and a maximum of \$265.00

ND zips 586*, 587* and 588* - subject to a \$35.00 additional fee for any pickups or deliveries to this area

OR zips - 97407, 97324, 97001, 97701-3, 97413, 97453, 97103, 97457, 97720, 97416, 97730, 97820, 97731, 97641, 97604, 97733, 97734, 97420, 97343, 97436, 97737, 97738, 97520, 97138, 97845, 97865, 97473, 97635, 97411, 97466, 97869, 97536, 97539, 97759, 97476, 97639, 97467, 97480, 97390, 97484, 97144, 97497 – subject to a \$105.00 additional fee for any pickups or deliveries to this area.

OR zips – 97620, 97406, 97458, 97439, 97467 – subject to a \$150.00 additional fee for any pickups or deliveries to this area.

TX zips – 75417, 75426, 75436, 75487, 75550, 75855, 75861, 75880, 75882, 75884, 75886, 75926, 75934, 75941, 75943, 75944, 75949, 76849, 76854, 76856, 76874, 76883, 76932, 76943, 76950, 77935, 77954, 77964, 77984, 77995, 78008, 78012, 78014, 78019, 78021, 78053, 78060, 78061, 78072, 78075, 78076, 78113, 78116, 78146, 78341, 78344, 78349, 78357, 78361, 78369, 78371, 78376, 78631, 78828, 78832, 78834, 78836, 78837, 78838, 78839, 78851, 78871, 78873, 78877, 78880, 78881, 78883, 78884, 78885, 78886, 78932, 78938, 78959, 79220, 79223, 79229, 79236, 79243, 79244, 79248, 79256, 79261, 79322, 79355, 79376, 79377, 79532, 79718, 79734, 79738, 79739, 79744, 79748, 79749, 79754, 79770, 79778, 79780, 79781, 79783, 79785, 79786, 79830, 79831, 79832, 79834, 79837, 79842, 79843, 79845, 79846, 79847, 79848, 79850, 79851, 79852, 79854, 79855 - subject to an additional fee of \$5.00/cwt with a minimum of \$75.00 for any pickups or deliveries to this area.

TX zips – 73939, 73942, 73949, 76388, 76432, 76455, 76463, 76825, 76836, 76837, 76859, 76871, 76873, 76877, 76930, 76935, 76936, 76937, 76939, 76941, 76951, 79001, 79002, 79003, 79009, 79010, 79011, 79012, 79013, 79014, 79018, 79021, 79022, 79024, 79025, 79027, 79031, 79032, 79033, 79034, 79035, 79039, 79040, 79041, 79043, 79044, 79045, 79052, 79053, 79054, 79057, 79061, 79063, 79064, 79070, 79077, 79079, 79081, 79082, 79083, 79084, 79087, 79088, 79091, 79092, 79096, 79230, 79233, 79235, 79236, 79239, 79240, 79245, 79250, 79251, 79255, 79257, 79312, 79314, 79325, 79330, 79331, 79342, 79344, 79345, 79346, 79347, 79356, 79357, 79360, 79369, 79370, 79371, 79372, 79379, 79380, 79502, 79505, 79511, 79512, 79517, 79527, 79528, 79540, 79543, 79544, 79545, 79546, 79565, 79701, 79702, 79703, 79704, 79705, 79706, 79707, 79708, 79709, 79710, 79711, 79712, 79719, 79730, 79731, 79735, 79742, 79743, 79745, 79752, 79755, 79756, 79760, 79761, 79762, 79763, 79764, 79765, 79766, 79767, 79768, 79769, 79782 – subject to an additional fee of \$40.00 for any pickups or deliveries to this area.

Harbor, WA zip 98250 – subject to a \$100.00 additional fee for any pickups or deliveries to this area.

Washington DC zips 20001-99, 20108-13, 20120-22, 20124, 20163-67, 20170-72, 20190-94, 20196, 20201-20599, 22003, 22020-21, 22024, 22027, 22030-33, 22035, 22037-46, 22066, 22070, 22079, 22081, 22090-91, 22095, 22101-03, 22107, 22110-11, 22116, 22124, 22170, 22180-83, 22201-22399 – subject to a \$2.60/cwt with a minimum of \$21.50 and a maximum of \$79.50 for any additional pickups or deliveries to this area.

WA zips – 98526, 99401, 98527, 98535, 98536, 98537, 99121, 98539, 98548, 98552, 99138, 99140, 98348, 98555, 98562, 98566, 99157, 98571, 98572, 98575, 98647, 98587, 98588, 98590 – subject to a \$125.00 additional fee for any pickups or deliveries to this area.

WA zips – 98303, 98304, 98022, 98397, 98262, 98361, 98398, 98068, 98288, 98859 – subject to a \$200.00 additional fee for any pickups or deliveries to this area.

WI zips – 54102-54104, 54119-54121, 54125, 54128, 54135, 54138, 54150, 54151, 54156, 54159, 54175, 54201, 54202, 54204, 54205, 54209-54213, 54216, 54217, 54226, 54229, 54234, 54240, 54246, 54411, 54418, 54424, 54426, 54430, 54435, 54442, 54462, 54463, 54464, 54465, 54485, 54487, 54491, 54511-54514, 54517, 54519, 54520, 54524- 54527, 54529, 54531, 54532, 54534, 54536, 54538, 54540-54547, 54550, 54552, 54554, 54556-54562, 54564-54566, 54806, 54814, 54816, 54820, 54827, 54832, 54836, 54838, 54839, 54842, 54844, 54846, 54847, 54849, 54850, 54854, 54855, 54856, 54861, 54864, 54865, 54873, 54874, 54880, 54890, 54891, 54896 - subject to a \$30.00 additional fee for any pickups or deliveries to this area

Dohrn Transfer will accept shipments to Canada based on a spot quote basis only. Any shipment inadvertently accepted will be subject to the following default rates.

65% discount off the Mars 510 rate base effective 04-02-2007

\$750.00 minimum charge for AB or YT

\$900.00 minimum charge for BC, MB, or NT

\$1500.00 minimum charge for SK

\$350.00 minimum charge for any other territory

A \$25.00 border crossing fee will also apply per shipment.

Please reference item 1004 for all freight moving in or out of Canada

FREIGHT BROKER PROCEDURES

Carrier will follow instructions provided on a bill of lading tendered by the shipper. If routing instructions are received from a broker, or third party logistics company acting as a broker, the carrier will attempt to match the routing instructions with the original bill of lading and be governed accordingly. If however, carrier is unable to match the two documents, or the shipment is already in transit, carrier will bear no responsibility for not honoring the broker's instructions and through freight charges via the actual route of movement will be assessed.

When carrier is performing consolidation services for the account of a broker, the bill of lading from the shipper must clearly indicate the name of the broker as the consignee and the carrier's terminal as the destination. If instructions are received from a broker, which alter the bill of lading instructions, the policy stated in paragraph 1, above, will apply.