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 January 20, 2025. 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:

Dohrn Transfer Company 625 Third Avenue Rock Island, IL 61201 (309) 794-0723

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# Dohrn Tariff 500 Revisions Effective January 20, 2025

Item#	Description	Page	Revision Date & Reason
460	Mackinac Bridge Charge	30	Added verbiage and zips it applies to
625	Prohibited or Restricted Articles	48	Added liquids transported in bladder
625	Excess Declared Value	49	Added Dohrn approval verbiage
			Added Kohler Warehouse (Quincy, IL),
			Columbus Vegetable Oil (Des Plaines, IL),
	Grocery Warehouse, Distribution Center,		Amazon DCs, and WalMart DCs to No
751.2	Lumper Service, & No Service Locations	63	Service List
	Interline Service Charges & High Cost	89 -	Removed WI Zips and MI1 Zips, Added OR
1004	Delivery Areas	96	Zips and WY Zips
			Added verbiage and zip codes for
1004.3	Manhattan Island Congestion Charge	102	Manhattan Island shipments

## **GOVERNING PUBLICATIONS**

## **ITEM 100**

This tariff is governed, except as otherwise more specifically provided herein, 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
Mileage Guide PC Miler ©

Rate Basis Tariff DHRN 500 Series & Other related Dohrn publications.

Scope of Operations MWB 101 Series

Note A: TL classes (ratings) will not apply

## **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.

#### **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.

## INTERNATIONAL SECURITY SURCHARGE

A \$6.25 surcharge will be applied, in addition to all other charges, for any international shipment.				

## **DETERMINATION OF MILEAGES AND MILEAGE RATES**

Where rates are based on mileage, the applicable mileage shall be that shown in the current Governing Mileage Guide shown in Item 100 in the case of interstate shipments.

If the destination is not shown in the governing mileage guide, determine the mileage or distance to the next immediate distant point shown, and apply the rate or charge to that next point.

Where rates are determined on the basis of distance or mileage and no rate is specifically named in carrier's tariffs for that mileage, apply the rate named for the highest distance shown.

#### **HOLIDAYS**

The term "Holiday" means:

New Year's Day
Good Friday (N1)
Memorial or Decoration Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Generally the last Thursday in November)
The day after Thanksgiving
Christmas Eve Day (December 24)
Christmas Day (December 25)

Or any other day generally observed as a holiday by the carrier at the point where the service is performed.

When such holiday falls on Saturday, the Friday before shall be considered as a holiday. When such holiday falls on Sunday, the Monday following shall be considered as a holiday.

(N1) The designation of this day refers to that portion of the day after 12:00 noon local time

## METHOD OF CANCELING ORIGINAL AND REVISED PAGES

Unless otherwise provided, amendment or cancellation of a page in this tariff or other loose-leaf tariffs of carrier will be made by reprinting the page and showing a new effective date. A revised page cancels any page bearing 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.

#### **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.

### 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**

Actual tender of delivery constitutes the notice of the arrival of a shipment at its destination.

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.

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.

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**

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.

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 Monday through Friday excluding holidays as outlined in item 167.

#### **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 including any applicable accessorials outlined on the bill of lading or requested at the time of delivery.
  - 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 including any applicable accessorials outlined on the bill of lading or requested at the time of delivery.
  - 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 including any applicable accessorials outlined on the bill of lading or requested at the time of delivery.
  - 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 including any applicable accessorials outlined on the bill of lading or requested at the time of delivery.
  - 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 including any applicable accessorials outlined on the bill of lading or requested at the time of delivery.
  - f. In any event where accessorial services are requested after the original invoice and the origin carrier has already invoiced a customer, the destination carrier may at their discretion invoice the debtor on the bill of lading for the additional services according to their rules which may differ from the origin carriers rules.
- 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 \$30.00 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 loading. 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.

## **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 - \$30.00

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.

#### **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.

# DETERMINATION OF FREIGHT CLASSES FOR RATING PURPOSES

In accordance with standard industry practice and pursuant to proper bill-of-lading requirements; shipment weights, commodity descriptions, and freight classifications are to be correct and must accurately reflect the shipment's product and handling characteristics. When the commodity description on a bill of lading (BOL) fails to conform to item 360, section 2 of Classification Tariff NMF 100 such that the commodity(s) shipped cannot be identified, the shipment may be subject to inspection. Carrier maintains the right to inspect all freight it is tendered and will adjust shipment classification to ensure that carrier invoices are based on accurate freight characteristics.

Carrier will perform necessary inspections to ensure proper shipment characteristics are utilized for invoicing purposes. If the commodity is not identifiable upon immediate visual inspection, the carrier reserves the right to use density to assign an NMFC class based on the table below in order to protect the packaging integrity of the shipment in question. When changes are deemed necessary, Carrier will document such changes on the invoice and/or will provide class change certifications as support. If the bill of lading lacks a valid commodity description as well as a valid NMFC class, the shipment will be subject to a minimum class of 150.

For the purpose of rating, carrier will utilize freight classes provided by the shipper on the bill-of lading. However, when inspection of a shipment reveals material inaccuracies between information contained on the bill-of-lading and actual shipment characteristics including but not limited to incorrect weight, missing/incomplete commodity descriptions, and/or oversized packaging, Carrier will modify the classification of the shipment to properly reflect actual shipment characteristics. When inspection of a shipment reveals material inaccuracies between BOL information and actual freight description and characteristics, the density-based freight classifications in the table below will apply if an itemized list of commodities and weights cannot be determined.

Additional charges per carrier rules tariff item 1002 may also apply.

A vertical dimension (or height) of not less than 96 inches shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:

- (1) The nature of the article
- (2) Packaging or lack of packaging used
- (3) Palletization in "pyramided", "rounded off" or "topped off" manner
- (4) Specific instructions by the shipper on the bill of lading, or by the consignee, to the effect that no other freight is to be loaded on top of the article.

When Class modification is necessary due to shipment inspection, carrier will employ procedures below to determine appropriate classification for rating purposes based on a shipment's density. Classification determined under this procedure will be applied in lieu of classification determined under the National Motor Freight Classification STB NMF 100 Series.

- Density (pounds per cubic feet) will be determined by dividing a shipment's weight (including all packaging and pallets) by its total cube (length x width x height).
- Calculated shipment density will be reviewed against the table below to determine the appropriate corresponding freight class for shipment rating purposes.

Table:

Minimum Average Density in Pounds per Cubic Foot	Freight Class
less than 1 pcf	400
1 but less than 3 pcf	300
3 but less than 4 pcf	250
4 but less than 5 pcf	200
5 but less than 6 pcf	175
6 but less than 8 pcf	125
8 but less than 10 pcf	100
10 but less than 12 pcf	92.5
12 but less than 15 pcf	85
15 but less than 22.5 pcf	70
22.5 but less than 30 pcf	65
30 pcf or greater	60

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

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

#### **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.

## **COLLECT ON DELIVERY (COD) SHIPMENTS**

Collect on delivery (COD) shipments will NOT be accepted.

In the event a COD is inadvertently accepted:

- The carrier will have no liability if funds are not collected
- The fee on COD shipments will be ten (10%) percent of the COD amount with a minimum charge of \$116.00 per shipment and shall be in addition to all other applicable freight charges
- Only the following forms of payment will be accepted:
  - A. bank cashier's check;
  - B. bank certified check;
  - C. money order; or
  - D. personal check of the consignee when so authorized in writing on the BOL or directly by the shipper
- All checks and money orders shall be made payable to the shipper.
- The charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be the responsibility of the party responsible for payment of the freight bill.
- 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.

## **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.

## **Mackinac Bridge Charge**

Shipments originating from or destined to the following zip codes where crossing the Mackinac Bridge is necessary shall be subject to a charge of \$7.50.

48619	48621	48647	48653	48721	48728	48738	48740	48742	48745
48750	48762	49610	49611	49612	49615	49622	49627	49629	49633
49646	49648	49659	49676	49680	49684	49685	49686	49690	49696
49701	49705	49706	49707	49709	49710	49711	49712	49713	49715
49716	49717	49718	49719	49720	49721	49722	49723	49724	49725
49726	49727	49728	49729	49730	49733	49734	49735	49736	49737
49738	49739	49740	49743	49744	49745	49746	49747	49748	49749
49751	49752	49753	49755	49756	49757	49759	49760	49761	49762
49764	49765	49766	49768	49769	49770	49774	49775	49776	49777
49779	49780	49781	49782	49783	49784	49785	49786	49788	49791
49792	49793	49795	49796	49797	49799	49820	49827	49838	49853
49868									

#### **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	Free Time in	Detention Charges
Shipment	Minutes	For Each 15 Minute Period or
Weighs in	Allowed for	Fraction Thereof in Excess of Free
1 to 5000	30	\$45.00
5001 to 7500	45	\$45.00
7501 and above	60	\$45.00

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. \$100.00 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 \$100.00 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 \$45.00 for each 15 minutes or fraction thereof until vehicle is released.

#### HYDRAULIC LIFTGATE SERVICE

Where carrier is required or requested to employ mechanical hydraulic lifting devices by either the shipper via the bill of lading, or via the consignee at the time of delivery when equipment is available, 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.

Shipment Weight Charge 0 – 50 lbs Waived 51 – 2,000 lbs. \$80.00 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 – The maximum weight for any one piece or pallet is 2,500 lbs.

The charge for this service shall be paid by the debtor outlined on the bill of lading 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, 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.

The maximum shipment size allowable for liftgate service shall be 10 standard pallet spaces on a single bill of lading. If a shipper tenders freight in excess of 10 standard pallets on a single bill of lading, or the quantity of freight being tendered requires greater floor space than is available on the trailer dispatched to pick up the freight, and liftgate service is requested or required, carrier shall divide the shipment and issue a separate bill of lading (or corrected bill of lading) for each 10 pallet lot or portion thereof tendered. Freight charges shall be computed with respect to each 10 pallet lot or portion thereof for the quantity of freight tendered.

Where liftgate service is requested or required for a quantity of freight in excess of that which may be loaded practically on the pick up vehicle, carrier shall be under no obligation to accept, handle, transport, deliver, or rate the entire quantity of freight as a single shipment

#### **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.
- 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 - WEEKENDS, HOLIDAYS - 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.
- (e) 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.

## 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> (+)
	Column 1	Column 2
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 5:00 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.

# **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:
  - 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.

## INSIDE PICK UP OR DELIVERY SERVICE OF HANDLING FREIGHT NOT ADJACENT TO VEHICLE

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 (Pick-up or Delivery 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 per shipment and a Maximum Charge of \$775.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery services, or are stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

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 inside delivery cannot performed to private residences.

In the event of a strike or work stoppage by a transportation carrier in the industry, all customer specific pricing programs governed by this rules tariff will be charged the full inside delivery rate regardless of any previously negotiated waivers or reductions.

## **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.

When requested by consignor, consignee, or owner of shipment requires that carrier's equipment leave improved highways for the purpose of loading or unloading, any damage done to the carrier's equipment resulting from such loading, unloading, towing, pushing, or winching shall be at the expense of the party which made the request.

On shipments picked up or delivered at a place not located on improved highways, carrier will not be responsible for any loss or damage to any property or lading including, but not limited to, ground surface, buildings, or landscaping.

Note A: If it is necessary to transfer load from the original to another transport vehicle or vehicles, the shipment will be assessed additional charges as provided in item 560 excluding the provision of paragraph (d) of that item.

## 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.

#### **HAZARDOUS MATERIALS CHARGE**

Shipments which consist of hazardous materials, in whole or in part, will be assessed a charge of \$27.00 per shipment.

- A. This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.
- B. Hazardous Materials in the categories listed below are embargoed from transportation and will not be accepted:
  - a. Any quantity of hazard class 1, Division 1.1, 1.2 or 1.3 materials
  - b. Hazard class 1, Division 1.5, requiring placards, exceeding 1,000 lbs.
  - c. Fireworks other than specified in NMFC
  - d. Hazardous waste
  - e. Any quantity of Poison Inhalation Hazard Zone A materials
  - f. Poison Inhalation Hazard Zone B, in bulk containers, exceeding 119 gallons
  - g. Poison Inhalation Hazard Zone C, in packaging exceeding 3,500 gallons
  - h. Refrigerated Liquid Methane, LP gas or other liquefied gas with methane content greater than 85%, in packaging exceeding 3,500 gallons
  - i. Any quantity of Division 6.1 Packing Group I Zone A liquid materials
  - j. Highway route-controlled quantities of Class 7 material as defined in 49 CFR 173.403

Refer to Rule Item 625 for inclusive list of exclusions

Shipments of hazardous material that require the carrier to procure additional information (due to the lack of the required information on the bill of lading) in order to be in compliance with the rules and regulations governing movements of hazardous material will be assessed a charge of \$25.00 per shipment. This is in addition to the hazardous material charge as provided above.

Class B poisons will be assessed a flat charge of \$278.00 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 one party to the shipment does not want another party to know the name of the shipper and/or consignee.

- 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 effected.
- 10. Section 7 of the Bill of Lading cannot be signed.
- 11. The party requesting the service must have established credit.
- 12. Two bills of lading are required and both must be prepaid.
- 13. The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code and be consigned to the third party in care of carrier's terminal serving the Consignee.

## **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**

- 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 cu ft \* 6 pcf = 4770 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 COLUMN B
(CLASS) (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

\$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.

## 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.

## **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. Any liquid that is shipped in a bladder;
- 3. Automobiles;
- 4. Carbon Black, powdered graphite, or lamp black;
- 5. Corpses;
- 6. Explosives, Hazard Class 1, Division 1.1, 1.2, or 1.3;
  7. Explosives, Hazard Class 1, Division 1.5, requiring placards, exceeding 1,000 pounds;
- 8. Fireworks other than specified in NMFC;
- 9. Hazardous or Non-Hazardous Waste, any material that requires a waste manifest be accepted, signed, or moved with freight:
- 10. Nitrocellulose;
- 11. Perishable items:
- 12. Poison Inhalation hazard, Hazard Zone A, of any nature;
- 13. Poison Inhalation hazard, Hazard Zone B, in bulk containers, exceeding 119 gallons; 14. Poison Inhalation hazard, Hazard Zone C, in packaging exceeding 3,500 gallons;
- 15. Refrigerated Liquid Methane, LP gas or other liquefied gas with methane content greater than 85%, in packaging exceeding 3,500 gallons;
- 16. Radioactive Materials, Articles or Isotopes that are highway route controlled;
- 17. Slab Marble or Stone including synthetic materials
- 18. Taxidermy items, animals, animal heads, birds, fish or reptiles, stuffed (other than toy), treated or preserved by taxidermy methods;
- 19. Used Fluorescent Light Bulbs for recycling;
- 20. Used Tires for recycling.
- 21. 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.
- 22. Solar Panels
- 23. Firearms (Assembled or in parts)
- 24. Rolls of carpet over 6 ft and weighing more than 60 lbs.
- 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 prosuch 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, and the request must be approved by the Claims Manager. Any request that is written on the bill of lading without explicit approval from the Dohrn Transfer Claims Manager will not be honored.
  - 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:
  - The declared value that is in excess of the initial maximum liability per shipment; or
  - The value per pound based on total shipment weight that is in excess of the initial per pound maximum liability.
- 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 un- able 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.

## **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.

## NOTIFICATION PRIOR TO DELIVERY

- 1. When a bill of lading or shipper's order bears a notation requesting carrier to notify consignee prior to tender of delivery by any means, including scheduling an appointment for delivery, an additional charge of \$39.00 per shipment will apply.
- Where consignor's or consignee's operating practices require carrier to schedule pickup or delivery times, or where pickup or delivery is subject to any restriction or limitation requiring notification or scheduling an appointment by carrier prior to the arrival of carrier's vehicle at origin or destination, the charges specified in this Item shall also apply.
- 3. When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments and to the consignee on collect shipments.
- 4. Except as otherwise provided in this item, carriers do not obligate themselves to notify consignee of arrival of shipments prior to delivery.

# **OFFSETTING OF FREIGHT CHARGES**

Claims and claim amount made against the Carrier (whether filed or unfiled) may not be offset by shipper, consignee, or payor of freight charges against any freight charges otherwise owed to the Carrier. Reference item 720 also.

#### PICK UP OR DELIVERY AT PRIVATE RESIDENCE OR LIMITED ACCESS LOCATION

- 1. When carrier makes a pickup or delivery at a private residence or limited access location, the following charges will apply:
  - A. \$8.50 per cwt subject to a Minimum Charge of \$85.00 and a maximum of \$250.00 per shipment on direct traffic
  - B. \$8.50 per cwt subject to a Minimum Charge of \$85.00 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, nursing homes, 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
  - I. 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.

## **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.

Length	<u>Charge</u>	
8.00 - 12.00 ft	\$	190.00
12.01 - 16.00 ft	\$	450.00
16.01 - 20.00 ft	\$	775.00
20.01 - 28.00 ft	\$	1,100.00
28.01 - 40.00 ft	\$	1,500.00
40.01 ft and Over	\$	2,200.00

The freight length & dimensions are required to be spelled out on the bill of lading. When the shipper does not clearly identify on the bill of lading that the freight is overlength, a Weight & Inspection fee will be assessed.

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

## **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.

## 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 in dispatched electronically.

The credit period shall run for 15 calendar days including Saturdays, Sundays, and holidays except that if the 15<sup>th</sup> 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 seven (7) 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 seven (7) 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 15-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 61<sup>st</sup> 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 61<sup>st</sup> 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.

## **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, Target Distribution Centers, Amazon Distribution Centers stores 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, Amazon Distribution Center 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.

See item 751-2 for additional fees associated with distribution centers.

## GROCERY WAREHOUSE, DISTRIBUTION CENTER, LUMPER SERVICE, AND NO SERVICE LOCATIONS

1. A fee of \$100.00 per shipment shall be assessed to any shipment delivered to a distribution warehouse, multi company warehouse, 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

b. Affiliated Foods

c. Aldi

d. Amcon

e. Associated Wholesale Grocery

f. C&S Grocery

g. Cash Way

h. Central Grocers

i. Certco

j. Certified Grocers

k. Chambers & Owen

I. Costco

m. CVS Distribution n. Dave's Supermarket

o. Dearborn Wholesale Grocers

p. Dollar General

q. Dominicks

r. Family Dollar

s. Grocers Supply Co

t. Hy-Vee Distribution

u. Kehe Foods / Tree of Life

v. Kroger Foods

w. Lincoln Poultry

x. Marsh Supermarkets

y. Martin Brothers Distributing

z. MBM Grocery Whse

aa. Mclane

bb. MDV / Nash Finch

cc. Midwest Grocers

dd. Peytons Northern

ee. Reinhart Foods ff. Restaurant Depot

gg. Roundys

hh. Sams / Wal-Mart ii. Saratoga Specialties

jj. Save A Lot

kk. Schnucks

II. Shopko

mm. Sygma

nn. Sysco

oo. Target

pp. Thompson Company

qq. Topco

rr. UNFI / United Natural

ss. US Foodservice

tt. Vanee Foods

uu. Variety Distributors

w. Walgreens Distribution

ww. 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.
- 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) McLane Midwest Danville, IL
  - b) McLane Midwest Northfield, MN
  - c) McLane Midwest Taylorville, IL
  - 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
  - I) 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 DC all locations
  - r) Walmart Grove City, OH
  - s) Walmart Woodland, PA
  - t) Walmart Sutherland, VA
  - u) Wakefern Food all locations
  - v) Bloomingdales Secaucus, NJ
  - w) Neuman Wholesale Ridgefield, NJ
  - x) Rite Aid Poca, WV
  - y) Staples Warehouse Hagerstown, MD
  - z) Target Stuart Draft, VA
  - aa) Meijer Tipp City, OH
  - bb) Giant Eagle Pittsburg, PA
  - cc) Costco all locations

- dd) US Steel Ecorse, MI
- ee) C&S Wholesale Grocers Bethlehem, PA
- ff) Supervalu Stevens Point, WI
- ff) Nichols Tillage Tools Inc Bloomington, IL
- hh) Chewy Wilkes Barre, PA
- ii) Chewy Mechanicsburg, PA
- jj) Sysco Foodservice all locations
- kk) Reinhart all locations
- II) US Foods all locations
- mm) Roundy's Mazamanie, WI
- nn) Wendall Niepagen Greenhouse -
- Bloomington, IL
- oo) Dollar General Marion, IN
- pp) Sam's Club DC Kansas City, MO
- gg) Amazon DC all locations
- rr) Amazon.com Aurora, IL
- ss) Amazon.com Joliet, IL
- tt) Dollar General Blair, NE
- uu) South Woods State Prison -Bridgeton, NJ
- vv) Super Value / Advantage Logistics -
- Oglesby, IL
- ww) Kohl Warehouse Quincy, IL
- xx) Columbus Vegetable Oil Des Plaines, IL
- 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.

#### 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 or consignee bill take precedence and apply in lieu of pricing that is published for general application for all accounts.

Charges based on unit, pallet, skid, piece, and/or handling unit as published by tariff or contract made subject to this publication for Shipper, Consignee, or Third Party, will not alternate with the Less-Than-Truckload rate less discount whether or not the total charges are higher or lower than the Less-Than-Truckload price.

The term "Rate Floor" or "Floor" where used in carrier's tariffs, shall mean the minimum revenue due carrier on any shipment, including revenue determined as due after application of percentage discounts, allowance, or other percentage rate factors. Percentage discounts, allowance, or other percentage rate factors will not apply to the extent they operate to reduce revenue due carrier below the amount specified as an absolute minimum charge or rate floor. Allowance or incentives of any kind will not be calculated off of the rate floor or absolute minimum charge amount. Except as otherwise provided, the minimum charge for a single LTL shipment from one consignor to one consignee on one bill of lading shall be at the rate applicable per 100 lbs., but in no case less than the minimum charge shown in the Table of Class Rates in tariffs governed by this tariff.

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.

# **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.

#### 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.

If a shipment includes a freeze indicator which has become active, product must be tested in the presence of the driver before a freezable claim will be paid.

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.

If temperatures are below 10 degrees Fahrenheit, the shipper is responsible for any freezing risk from point to point.

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 for an appointment/holiday, or is awaiting disposition from the shipper or consignee, Dohrn Transfer will not be liable for a freezable claim and shall act solely as a warehouseman and take due care of the freight to protect it from freezing.

A fee of \$2.75/cwt subject to a minimum charge of \$40.00 will apply in addition to all other rates and charges requiring protection from freezing for US Domestic shipments moving within the following states/zips: DC, DE, IA, IL, IN, MA, MI, MO, NE, NJ, OH, PA, VA, WV, & WI.

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 TO/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 or destined to other carriers (excluding other carriers in the Pitt Ohio Transportation Group).

If a shipment is inadvertently accepted, a reasonable effort will be made to protect the shipments during transit.

# **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 tendered from other carriers or destined to 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.

#### **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:

### <u>Definition of reconsignment or diversion:</u>

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 reconsign 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 reconsigned.
- 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 reconsigned 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.

#### REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished at consignee's location during normal business hours (see Note A), additional tenders will be subject to the following extra charges for each attempted delivery.

\$9.00/cwt subject to a \$100.00 minimum charge and a \$550.00 maximum charge

Where consignee maintains more than one receiving point at destination, and the shipping instructions do not specify at which receiving point the shipment is to be tendered, carrier may tender the shipment for delivery at any receiving point at the billed destination.

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.

Note A - Usual business hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday

# 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.

#### **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.

#### 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 pert 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 10000 pounds. 10M Applies on shipments weighing each 10000 pounds or more, but less than 20000 pounds. 20M Applies on shipments weighing each 20000 pounds or more, but less than 30000 pounds. Applies on shipments weighing each 30000 pounds or more, but less than 40000 pounds. 30M 40M Applies on shipments weighing each 40000 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.

#### 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.

Per the Carmack Amendment and this tariff, a claimant has two years and one day from the date of written or electronic declination to file suit against carrier. Once time expires, the claimant is time barred from filing suit against the carrier. Any and all law suits filed against Dohrn Transfer Company, LLC must be filed in Rock Island County in the state of Illinois

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 values, 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.

# 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.

# 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 \$100.00 for intrastate points
- General direct service minimum shall be \$150.00 for interstate points
- General non direct service minimum shall be \$175.00 for states listed as Strategic Partnership. General non direct service minimum shall be \$225.00 for states listed as Nationwide.
- General non direct service minimum shall be \$400.00 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", "Strategic Partnership", and "Nationwide".

# ITEM 1001.1

# **NON APPLICATION OF DISCOUNTS**

Customer specific pricing is automatically modified, cancelled, or deleted without notice at anytime for any reason, including by not limited to, if there is no shipment activity during any consecutive 90 day period. Pricing modifications, cancellations, or deletions include, but are not limited to all discounts, special tariffs, incentives, pre-assessorial 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.
- 6. 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

#### **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 \$150.00 will apply on all shipments weighing less than 9,999 lbs.
- A flat charge of \$325.00 will apply on all shipments weighing 10,000 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.

# HIGH COST DELIVERY AREAS, ARBITRARY CHARGES, AND INTERLINE SERVICE FEES

The following zip codes shall be subject to an additional surcharge based on the high costs associated with delivering to these 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 when Dohrn Transfer is not handling both the pick-up and the delivery, 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.

AZ zips – subject to an \$80.00 additional fee for any pickups or deliveries to this area.

Jubject to	on you.c	o addition	ar ice ioi a	ily pickaps	or activetic	es to tills al	cu.	
85321	85633	86028	86040	86054	86434	86505	86515	86549
85328	85634	86030	86042	86320	86437	86506	86520	86556
85341	85639	86031	86043	86321	86441	86507	86535	
85357	85922	86033	86044	86337	86443	86508	86538	
85360	85942	86034	86045	86411	86444	86509	86540	
85371	86020	86035	86046	86412	86445	86510	86544	
85601	86023	86036	86047	86431	86503	86511	86545	
85632	86024	86039	86053	86433	86504	86512	86547	

AZ zips – subject to a \$200.00 additional fee for any pickups or deliveries to this area.

			<u> </u>			
05257	86021	86022	86052	86432	86502	86514
03337	00021	00022	00032	00432	00302	00314

<u>CA zips</u> – subject to an additional fee of \$1.85/cwt with a minimum of \$150.00

93512	93514	93517	93541	95934	95956	95983	96118	96136
93513	93515	93529	93546	95947	95980	96020	96124	96137

CO zips – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

80106	80705	80736	80746	80754	80810	80825	80835
80117	80721	80742	80747	80801	80812	80830	
80118	80726	80744	80749	80802	80821	80831	
80649	80735	80745	80750	80808	80822	80832	

<u>Delmarva Peninsula, DE zips</u> - subject to a \$35.00 additional fee for any pickups or deliveries to this area.

199*	23302	23308	23347	23357	23404	23410	23417	23426
216*	23303	23310	23350	23359	23405	23413	23418	23440
218*	23306	23336	23354	23395	23408	23415	23420	23441
23301	23307	23337	23356	23401	23409	23416	23421	23442

FL zips – subject to \$53.00 additional fee for any pickups or deliveries to this area.

33001	33036	33037	33040	33041	33042	33043	33045	33050
33051	33052	33070	33109	33149				

# ID zips –subject to a \$150.00 additional fee for any pickups or deliveries to this area.

83327 83525 83802 83808 83826 83827 838
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# IL (Chicagoland) zips – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

-							
	6060*	60621	60624	60632	60637	60649	60657
	6061*	60622	60628	60633	60643	60652	60666
	60620	60623	60629	60636	60647	60655	

# MI zips – subject to \$2.45/cwt with a minimum of \$20.00 and a maximum of \$65.00.

bject to \$2	.45/CWT W	ith a mini	mum of \$	20.00 and	ı a maxımı	um ot \$65	.00.	
48437	48631	48703	48747	48787	49346	49457	49643	49667
48438	48632	48705	48748	48850	49349	49458	49644	49668
48463	48633	48720	48749	48878	49402	49459	49645	49670
48610	48634	48721	48750	48886	49405	49461	49648	49673
48612	48635	48728	48754	48893	49410	49463	49649	49674
48613	48636	48729	48755	49304	49411	4961*	49650	49675
48617	48647	48730	48756	49305	49413	49620	49651	49676
48618	48650	48732	48757	49309	49420	49621	49653	49679
48619	48651	48733	48758	49310	49421	49622	49654	49682
48620	48652	48735	48759	49312	49425	49623	49655	49683
48621	48653	48736	48761	49320	49431	49625	49656	49688
48622	48654	48737	48762	49322	49436	49626	49657	49689
48624	48656	48738	48764	49327	49437	49627	49659	
48625	48657	48739	48765	49332	49446	49628	49660	
48627	48658	48740	48766	49337	49449	49629	49663	
48628	48659	48742	48767	49338	49452	4963*	49664	
48629	48661	48743	48769	49340	49454	49640	49665	
48630	48701	48745	48770	49342	49455	49642	49666	

# MO zips – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

	65436	65466	65552	65570	65626	65690	65747
	65439	65470	65557	65571	65637	65729	65760
	65440	65541	65560	65609	65662	65733	65761
Ī	65462	65543	65566	65624	65676	65741	65778

NC zips—subject to a \$75.00 additional fee for any pickups or deliveries to this area.

27915	27920	27936	27943	27968	27972	27982

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

27960

 $\underline{\text{New England States}}$  – subject to a \$10.00/cwt with a minimum of \$300.00 for any pickups or deliveries to these states.

010*	MA	030*	NH	048*	ME	067*	С
011*	MA	031*	NH	049*	ME	068*	С
012*	MA	032*	NH	050*	VT	069*	С
013*	MA	033*	NH	051*	VT		
014*	MA	034*	NH	052*	VT		
015*	MA	035*	NH	053*	VT		
016*	MA	036*	NH	054*	VT	J	
017*	MA	037*	NH	055*	VT		
018*	MA	038*	NH	056*	VT		
019*	MA	039*	ME	057*	VT		
020*	MA	040*	ME	058*	VT		
021*	MA	041*	ME	060*	СТ		
022*	MA	042*	ME	061*	СТ	ļ	
023*	MA	043*	ME	062*	СТ		
024*	MA	044*	ME	063*	СТ		
025*	MA	045*	ME	064*	СТ		
026*	MA	046*	ME	065*	СТ		
027*	MA	047*	ME	066*	СТ		

New York zips — subject to an additional fee of \$10.00/CWT, subject to a \$120.00 minimum charge, \$500.00 maximum charge for any pickup or deliveries to this area

10001	10002	10003	10004	10005	10006	10007	10008	10009
10010	10011	10012	10013	10014	10016	10017	10018	10019
10020	10021	10022	10023	10024	10025	10026	10027	10028
10029	10030	10031	10032	10033	10034	10035	10036	10037
10038	10039	10040	10041	10043	10044	10045	10046	10055
10060	10065	10069	10072	10075	10079	10080	10081	10082
10087	10090	10094	10095	10096	10098	10099	10101	10102
10103	10104	10105	10106	10107	10108	10109	10110	10111
10112	10113	10114	10115	10116	10117	10118	10119	10120
10121	10122	10123	10124	10125	10126	10128	10129	10130
10131	10132	10133	10138	10149	10150	10151	10152	10153
10154	10155	10156	10157	10158	10159	10160	10161	10162
10163	10164	10165	10166	10167	10168	10169	10170	10171
10172	10173	10174	10175	10176	10177	10178	10179	10184
10185	10196	10197	10199	10203	10211	10212	10213	10242
10249	10256	10257	10258	10259	10260	10261	10265	10268

10278         10279         10280         10281         10282         10285         10286         10308         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10308         10307         10308         10459         10451         10452         10453         10453         10453         10453         10453         10453         10453         10453         10465         10461         10462         10462         10460         10461         10462         10470         10471         10471 <td< th=""><th>10276 10292 10309 10454 10463 10472 10505 10517 10527 10540 10550 10572 10588 10601</th><th>10277 10301 10310 10455 10464 10473 10506 10518 10528 10541 10551 10573 10589</th></td<>	10276 10292 10309 10454 10463 10472 10505 10517 10527 10540 10550 10572 10588 10601	10277 10301 10310 10455 10464 10473 10506 10518 10528 10541 10551 10573 10589
10302       10303       10304       10305       10306       10307       10308       3         10311       10312       10313       10314       10451       10452       10453       3         10456       10457       10458       10459       10460       10461       10462       3         10465       10466       10467       10468       10469       10470       10471       3         10474       10475       10499       10501       10502       10503       10504       3         10507       10509       10510       10511       10512       10514       10516       3         10519       10520       10521       10522       10523       10524       10526       3         10530       10532       10533       10535       10536       10537       10538       3         10542       10543       10545       10546       10547       10548       10549       3         10576       10577       10578       10579       10580       10583       10587       3	10309 10454 10463 10472 10505 10517 10527 10540 10550 10572 10588 10601	10310 10455 10464 10473 10506 10518 10528 10541 10551 10573 10589
10311       10312       10313       10314       10451       10452       10453       1         10456       10457       10458       10459       10460       10461       10462       1         10465       10466       10467       10468       10469       10470       10471       1         10474       10475       10499       10501       10502       10503       10504       1         10507       10509       10510       10511       10512       10514       10516       1         10519       10520       10521       10522       10523       10524       10526       1         10530       10532       10533       10535       10536       10537       10538       1         10542       10543       10545       10546       10547       10548       10549       1         10552       10553       10560       10562       10566       10567       10570       1         10576       10577       10578       10579       10580       10583       10587       1	10454 10463 10472 10505 10517 10527 10540 10550 10572 10588 10601	10455 10464 10473 10506 10518 10528 10541 10551 10573 10589
10456         10457         10458         10459         10460         10461         10462         10462         10465         10466         10467         10468         10469         10470         10471         10471         10474         10475         10499         10501         10502         10503         10504         10504         10507         10509         10510         10511         10512         10514         10516         10516         10519         10520         10521         10522         10523         10524         10526         10530         10532         10533         10535         10536         10537         10538         10549         10542         10543         10545         10546         10547         10548         10549         10570         10570         10570         10570         10570         10570         10570         10570         10570         10570         10583         10587         10587         10587         10587         10587         10587         10587         10588         10587         10587         10587         10588         10587         10588         10587         10588         10587         10588         10587         10588         10588         10587         10588 <td< td=""><td>10463 10472 10505 10517 10527 10540 10550 10572 10588 10601</td><td>10464 10473 10506 10518 10528 10541 10551 10573 10589</td></td<>	10463 10472 10505 10517 10527 10540 10550 10572 10588 10601	10464 10473 10506 10518 10528 10541 10551 10573 10589
10465         10466         10467         10468         10469         10470         10471         10471         10471         10471         10471         10471         10471         10471         10471         10502         10503         10504         10504         10504         10504         10504         10514         10516         10516         10516         10516         10516         10516         10516         10516         10516         10526         10526         10526         10526         10526         10526         10526         10538         10538         10538         10538         10549         10549         10549         10540         10547         10548         10549         10570         10570         10576         10577         10578         10579         10580         10583         10587         10587         10587         10587         10588         10587         10588         10587         10588         10587         10588         10587         10588         10587         10588         10587         10588         10587         10588         10588         10588         10587         10588         10588         10588         10588         10588         10588         10588         10588 <td< td=""><td>10472 10505 10517 10527 10540 10550 10572 10588 10601</td><td>10473 10506 10518 10528 10541 10551 10573 10589</td></td<>	10472 10505 10517 10527 10540 10550 10572 10588 10601	10473 10506 10518 10528 10541 10551 10573 10589
10474         10475         10499         10501         10502         10503         10504         1           10507         10509         10510         10511         10512         10514         10516         1           10519         10520         10521         10522         10523         10524         10526         1           10530         10532         10533         10535         10536         10537         10538         1           10542         10543         10545         10546         10547         10548         10549         1           10552         10553         10560         10562         10566         10567         10570         1           10576         10577         10578         10579         10580         10583         10587         1	10505 10517 10527 10540 10550 10572 10588 10601	10506 10518 10528 10541 10551 10573 10589
10507     10509     10510     10511     10512     10514     10516     10516       10519     10520     10521     10522     10523     10524     10526     10526       10530     10532     10533     10535     10536     10537     10538     10538       10542     10543     10545     10546     10547     10548     10549     10552       10552     10553     10560     10562     10566     10567     10570     10570       10576     10577     10578     10579     10580     10583     10587	10517 10527 10540 10550 10572 10588 10601	10518 10528 10541 10551 10573 10589
10519     10520     10521     10522     10523     10524     10526     1       10530     10532     10533     10535     10536     10537     10538     1       10542     10543     10545     10546     10547     10548     10549     1       10552     10553     10560     10562     10566     10567     10570     1       10576     10577     10578     10579     10580     10583     10587     1	10527 10540 10550 10572 10588 10601	10528 10541 10551 10573 10589
10530     10532     10533     10535     10536     10537     10538     3       10542     10543     10545     10546     10547     10548     10549     3       10552     10553     10560     10562     10566     10567     10570     3       10576     10577     10578     10579     10580     10583     10587     3	10540 10550 10572 10588 10601	10541 10551 10573 10589
10542     10543     10545     10546     10547     10548     10549     1       10552     10553     10560     10562     10566     10567     10570     1       10576     10577     10578     10579     10580     10583     10587     1	10550 10572 10588 10601	10551 10573 10589
10552     10553     10560     10562     10566     10567     10570     3       10576     10577     10578     10579     10580     10583     10587     3	10572 10588 10601	10573 10589
10576 10577 10578 10579 10580 10583 10587	10588 10601	10589
	10601	
40500 40504 40504 40505 40505 40505		
10590   10591   10594   10595   10596   10597   10598   1	10703	10602
10603   10604   10605   10606   10607   10610   10701   1	10702	10703
10704   10705   10706   10707   10708   10709   10710   1	10801	10802
10803         10804         10805         10901         10910         10911         10912         1	10913	10914
10915   10916   10917   10918   10919   10920   10921   1	10922	10923
10924 10925 10926 10927 10928 10930 10931	10932	10933
10940   10941   10949   10950   10952   10953   10954   3	10956	10958
10959   10960   10962   10963   10964   10965   10968   3	10969	10970
10973   10974   10975   10976   10977   10979   10980   1	10981	10982
10983   10984   10985   10986   10987   10988   10989   1	10990	10992
10993   10994   10996   10997   10998   11001   11002   1	11003	11004
11005   11010   11020   11021   11022   11023   11024   1	11026	11027
11030   11040   11042   11050   11051   11052   11053   1	11054	11055
11096   11101   11102   11103   11104   11105   11106   1	11109	11120
11201   11202   11203   11204   11205   11206   11207   1	11208	11209
11210   11211   11212   11213   11214   11215   11216   1	11217	11218
11219   11220   11221   11222   11223   11224   11225   1	11226	11228
11229 11230 11231 11232 11233 11234 11235	11236	11237
11238 11239 11240 11241 11242 11243 11245	11247	11249
11251   11252   11256   11351   11352   11354   11355   1	11356	11357
11358   11359   11360   11361   11362   11363   11364   1	11365	11366
11367	11374	11375
11377   11378   11379   11380   11381   11385   11386   1	11390	11405
11411   11412   11413   11414   11415   11416   11417   1	11418	11419
11420   11421   11422   11423   11424   11425   11426   1	11427	11428
11429   11430   11431   11432   11433   11434   11435   1	11436	11439
11451   11499   11501   11507   11509   11510   11514   1	11516	11518
11520   11530   11531   11535   11542   11545   11547   1	11548	11549
	11557	11558
11559 11560 11561 11563 11565 11566 11568	11569	11570

11571	11572	11575	11576	11577	11579	11580	11581	11582
11590	11594	11596	11597	11598	11599	11690	11691	11692
11693	11694	11695	11697	11701	11702	11703	11704	11705
11706	11707	11709	11710	11713	11714	11715	11716	11717
11718	11719	11720	11721	11722	11724	11725	11726	11727
11729	11730	11731	11732	11733	11735	11736	11737	11738
11739	11740	11741	11742	11743	11746	11747	11749	11751
11752	11753	11754	11755	11756	11757	11758	11760	11762
11763	11764	11765	11766	11767	11768	11769	11770	11771
11772	11773	11774	11775	11776	11777	11778	11779	11780
11782	11783	11784	11786	11787	11788	11789	11790	11791
11792	11793	11794	11795	11796	11797	11798	11801	11802
11803	11804	11815	11819	11853	11854	11901	11930	11931
11932	11933	11934	11935	11937	11939	11940	11941	11942
11944	11946	11947	11948	11949	11950	11951	11952	11953
11954	11955	11956	11957	11958	11959	11960	11961	11962
11963	11967	11968	11969	11970	11971	11972	11973	11975
11976	11977	11978	11980					

New York zips — subject to an additional fee of \$40.00/CWT, subject to a \$150.00 minimum charge, \$500.00 maximum charge for any pickup or deliveries to this area

11964 11965

NE zips – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

68322	68647	68742	68789	68942	68982	69128	69161	69301	69354
68325	68660	68746	68813	68943	6902*	69132	69162	69333	69357
68326	68665	68747	68823	68946	69030	69133	69163	69334	69358
68327	68711	68752	68828	68948	69031	69134	69166	69335	69361
68335	68713	68755	68842	68950	69032	69140	69167	69336	69363
68340	68714	68756	68874	68952	69033	69144	69169	69337	69366
68361	68715	68758	68882	68960	69036	69145	69201	69339	69367
68370	68718	68759	68920	68966	69037	69146	69210	69340	
68436	68722	6876*	68922	68967	69039	69147	69211	69341	
68452	68724	68777	68925	68970	69040	69148	69212	69343	
68622	68725	68778	68928	68971	69041	69149	69216	69345	
68623	68726	68780	68930	68972	69042	69150	69217	69346	
68627	68729	68781	68932	68973	69043	69152	69218	69348	
68636	68730	68782	68935	68974	69044	69153	69219	69350	
68640	68734	68783	68936	68977	69045	69154	69220	69351	
68644	68735	68786	68939	68978	69046	69156	69221	69352	

ND zips- subject to a \$35.00 additional fee for any pickups or deliveries to this area

586\* 587\* 588\*

OK zips – subject to a \$52.00 additional fee for any pickups or deliveries to this area

73001	73075	73487	73568	73706	73801	74071	74529	74720	74836
73002	73076	73488	73569	73716	73802	74072	74530	74721	74837
73004	73079	73491	73570	73717	73832	74079	74531	74722	74839
73005	73080	73520	73571	73718	73834	74083	74533	74723	74840
73006	73082	73521	73572	73719	73835	74084	74534	74724	74842
73007	73086	73522	73573	73720	73838	74347	74535	74726	74843
73009	73090	73523	73575	73722	73840	74350	74536	74727	74844
73010	73092	73526	73601	73724	73841	74352	74538	74728	74845
73011	73093	73527	73620	73726	73842	74359	74540	74729	74848
73014	73094	73528	73622	73727	73843	74363	74542	74730	74849
73015	73095	73529	73624	73728	73844	74364	74543	74731	74850
73016	73096	73530	73625	73729	73847	74365	74545	74733	74851
73017	73098	73531	73626	73730	73848	74368	74546	74734	74852
73021	73401	73532	73627	73731	73851	74421	74547	74735	74854
73022	73402	73533	73628	73733	73852	74423	74549	74736	74855
73024	73403	73534	73632	73734	73853	74427	74552	74737	74856
73027	73425	73536	73638	73735	73855	74428	74553	74738	74857
73028	73430	73537	73639	73736	73857	74431	74555	74740	74859
73029	73432	73538	73641	73737	73858	74436	74556	74741	74860
73030	73433	73539	73642	73738	73859	74437	74557	74743	74864
73031	73434	73540	73644	73739	73860	74438	74558	74745	74865
73032	73435	73541	73645	73741	73901	74439	74559	74747	74866
73033	73436	73542	73646	73742	73931	74440	74560	74748	74867
73036	73437	73543	73647	73743	73932	74441	74561	74750	74869
73038	73438	73544	73648	73744	73933	74442	74562	74752	74871
73039	73439	73546	73650	73746	73937	74444	74563	74753	74872
73040	73440	73547	73651	73747	73938	74445	74567	74754	74873
73041	73441	73548	73654	73749	73944	74446	74569	74755	74875
73042	73442	73549	73655	73750	73945	74451	74570	74756	74878
73043	73443	73550	73658	73753	73946	74452	74572	74759	74880
73047	73444	73551	73659	73754	73947	74454	74574	74760	74881
73048	73446	73552	73660	73755	73950	74456	74576	74761	74883
73050	73447	73553	73661	73756	73951	74457	74577	74764	74884
73051	73448	73554	73662	73757	74009	74458	74630	74766	74930
73052	73449	73555	73663	73758	74010	74460	74632	74820	74931
73053	73450	73556	73664	73759	74022	74461	74633	74821	74935
73055	73453	73557	73666	73760	74026	74463	74636	74824	74936
73056	73455	73558	73667	73761	74035	74466	74637	74825	74939
73057	73456	73559	73668	73763	74042	74468	74640	74826	74942
73058	73458	73560	73669	73764	74046	74469	74643	74827	74943

73062	73459	73561	73673	73766	74047	74471	74644	74829	74944
73063	73460	73562	73701	73768	74054	74472	74646	74830	74947
73067	73461	73564	73702	73770	74056	74521	74650	74831	74949
73068	73463	73565	73703	73771	74058	74523	74652	74832	74951
73073	73476	73566	73704	73772	74060	74525	74701	74833	74957
73074	73481	73567	73705	73773	74068	74528	74702	74834	74962
74966									
79056									

OR zips - subject to a \$25.00 additional fee for any pickups or deliveries to this area.

97623	97625	97630	97720	97845

OR zips - subject to a \$50.00 additional fee for any pickups or deliveries to this area.

97017	97431	97452	97604	97813	97814	97859

OR zips - subject to a \$65.00 additional fee for any pickups or deliveries to this area.

97326	97712	97731	97732	97733	97738	97740	97750
97820	97825	97839	97843	97848	97856	97864	97865

OR zips - subject to a \$75.00 additional fee for any pickups or deliveries to this area.

- 1		<u> </u>			<del>, , , , , , , , , , , , , , , , , , , </del>				
	97041	97108	97112	97358	97360	97384	97416	97824	97907
	J/UT1	37100	3/112	37330	37300	J/JUT	J/ <del>T</del> IO	J/02+	31301

OR zips - subject to a \$95.00 additional fee for any pickups or deliveries to this area.

97357 97430	97451	97627	97841	97846
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OR zips - subject to a \$100.00 additional fee for any pickups or deliveries to this area.

97342

OR zips - subject to a \$105.00 additional fee for any pickups or deliveries to this area.

97103	97138	97144	97324	97343	97390	97407	97411
97416	97420	97436	97453	97457	97466	97473	97476
97480	97484	97497	97520	97536	97539	97635	97639
97701	97702	97703	97730	97734	97737	97759	97869

OR zips – subject to a \$150.00 additional fee for any pickups or deliveries to this area.

97001	97011	97033	97037	97125	97329	97350	97406
97413	97425	97427	97439	97447	97458	97467	97522
97620	97641	97711	97722	97817	97819	97837	97857
97861	97902	97903	97908	97909	97910	97911	

OR zips – subject to a \$250.00 additional fee for any pickups or deliveries to this area.

97412	97823	97842

SD zips – subject to a \$25.00 additional fee for any pickups or deliveries to this area.

<u> </u>									
57520	57521	57522	57523	57528	57529	57531	57532	57533	57534
57536	57537	57538	57540	57541	57543	57544	57547	57548	57551
57552	57553	57555	57559	57560	57562	57563	57564	57566	57567
57568	57569	57570	57571	57572	57574	57576	57577	57579	57580
57584	57585	57601	57620	57621	57622	57623	57625	57626	57630
57631	57632	57633	57634	57636	57638	57639	57640	57641	57642
57644	57645	57646	57648	57649	57650	57651	57652	57656	57657
57658	57659	57660	57661	57714	57716	57717	57720	57722	57724
57725	57730	57732	57735	57737	57738	57741	57744	57745	57747
57748	57750	57751	57752	57754	57755	57756	57758	57759	57760
57761	57762	57763	57764	57766	57767	57769	57770	57772	57773
57775	57776	57779	57780	57782	57783	57785	57787	57788	57790
57791	57792	57793	57794	57799					

TX zips – subject to an additional fee of \$5.00/cwt with a minimum of \$100.00 for any pickups or deliveries to this area.

75417	75944	76874	78021	78361	78873	79243	79748	79842
75426	75949	76883	78053	78369	78877	79244	79749	79843
75436	76444	76932	78060	78371	78880	79248	79754	79845
75487	76446	76943	78061	78376	78881	79256	79770	79846
75550	76449	76950	78072	78584	78883	79261	79778	79847
75855	76457	76958	78075	78631	78884	79322	79780	79848
75861	76463	77935	78076	78828	78885	79355	79781	79850
75880	76475	77954	78113	78832	78886	79376	79783	79851
75882	76484	77964	78116	78834	78932	79377	79785	79852
75884	76486	77984	78146	78836	78938	79532	79786	79854
75886	76844	77995	78338	78837	78959	79718	79830	79855
75926	76849	78008	78341	78838	79220	79734	79831	
75934	76854	78012	78344	78839	79223	79738	79832	
75941	76856	78014	78349	78851	79229	79739	79834	
75943	76864	78019	78357	78871	79236	79744	79837	

TX zips – subject to an additional fee of \$40.00 for any pickups or deliveries to this area.

73939	76937	79024	79054	79096	79342	79511	79706	79756
73942	76939	79025	79057	79230	79344	79512	79707	79760
73949	76941	79027	79061	79233	79345	79517	79708	79761

76388	76951	79031	79063	79235	79346	79527	79709	79762
76432	79001	79032	79064	79239	79347	79528	79710	79763
76455	79002	79033	79070	79240	79356	79540	79711	79764
76825	79003	79034	79077	79245	79357	79543	79712	79765
76836	79009	79035	79079	79250	79360	79544	79719	79766
76837	79010	79039	79081	79251	79369	79545	79730	79767
76859	79011	79040	79082	79255	79370	79546	79731	79768
76871	79012	79041	79083	79257	79371	79565	79735	79769
76873	79013	79043	79084	79312	79372	79701	79742	79782
76877	79014	79044	79087	79314	79379	79702	79743	
76930	79018	79045	79088	79325	79380	79703	79745	
76935	79021	79052	79091	79330	79502	79704	79752	
76936	79022	79053	79092	79331	79505	79705	79755	

<u>Washington State</u> – subject to a \$100.00 additional fee for any pickups or deliveries to this area.

98250 98844

<u>Washington DC zips</u>— 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.

יונ	ckups of c	ienvenies	to tills are	a.		kups of deliveries to this area.										
	200*	20121	20170	20196	22024	22038	22046	22101	22170							
	20108	20122	20171	202*	22027	22039	22066	22102	22180							
	20109	20124	20172	203*	22030	22040	22070	22103	22181							
	20110	20163	20190	204*	22031	22041	22079	22107	22182							
	20111	20164	20191	205*	22032	22042	22081	22110	22183							
	20112	20165	20192	22003	22033	22043	22090	22111	222*							
	20113	20166	20193	22020	22035	22044	22091	22116	223*							
	20120	20167	20194	22021	22037	22045	22095	22124								

WA zips – subject to a \$125.00 additional fee for any pickups or deliveries to this area.

				- '			
98348	98535	98539	98555	98571	98587	98647	99140
98526	98536	98548	98562	98572	98588	99121	99157
98527	98537	98552	98566	98575	98590	99138	99401

<u>WA zips</u> – subject to a \$200.00 additional fee for any pickups or deliveries to this area.

98022 980	98262	98288	98303	98304	98361	98397	98398	98859
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WY zips – subject to a \$40.00 additional fee for any pickups or deliveries to this area.

82501	82510	82512	82513	82514	82523	82620	82637
82649	82710	82712	82715	82729	82933	82945	

WY zips – subject to a \$45.00 additional fee for any pickups or deliveries to this area.

82322 82642

WY zips – subject to a \$50.00 additional fee for any pickups or deliveries to this area.

<u> </u>	•						
82058	82225	82227	82327	82329	82331	82428	82435
82631	82643	82714	82720	82844	82845	82923	82929
82930	82933	82934	82936	82938	82944	83001	83002
83014	83025	83101	83104	83111	83116	83124	83126

WY zips – subject to a \$55.00 additional fee for any pickups or deliveries to this area.

WY zips – subject to a \$60.00 additional fee for any pickups or deliveries to this area.

82228	82301	82324	82633	82635	82646	82648	82718			

WY zips – subject to a \$70.00 additional fee for any pickups or deliveries to this area.

		,
82638	82640	82730

WY zips – subject to a \$75.00 additional fee for any pickups or deliveries to this area.

82210	82214	82217	82221	82411	82433	82434	82441
82442	82443	82717	82721	82723	82732	82831	82835
82837	82838	83011	83012	83127			

WY zips – subject to a \$85.00 additional fee for any pickups or deliveries to this area.

82083 82630

WY zips – subject to a \$90.00 additional fee for any pickups or deliveries to this area.

82080

WY zips – subject to a \$100.00 additional fee for any pickups or deliveries to this area.

82059	82190	82215	82219	82414	82639
82901	82922	83013	83110	83422	

WY zips – subject to a \$105.00 additional fee for any pickups or deliveries to this area.

83414

WY zips – subject to a \$115.00 additional fee for any pickups or deliveries to this area.

82070

WY zips – subject to a \$125.00 additional fee for any pickups or deliveries to this area.

80434 82201

WY zips – subject to a \$142.00 additional fee for any pickups or deliveries to this area.

80202

WY zips – subject to a \$145.00 additional fee for any pickups or deliveries to this area.

80480

WY zips – subject to a \$171.00 additional fee for any pickups or deliveries to this area.

82242

WY zips – subject to a \$175.00 additional fee for any pickups or deliveries to this area.

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

<u> </u>	F									
82222	82225	82310	82321	82323	82332	82520				

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

82935

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

# ITEM 1004.1

# **BRITISH COLUMBIA / ALBERTA CARBON TAX FEE**

A fee of \$5.75 per shipment will apply for shipments to or from the Canadian provinces of British Columbia and Alberta.

# ITEM 1004.2

# ARBITRARY FEES FOR SHIPMENTS CONSIGNED TO MARTHA'S VINEYARD, NANTUCKET, & SHELTER ISLAND

- Shipments consigned to Martha's Vineyard or Nantucket will be rated to the final destination zip code, subject to the additional arbitrary charges outlined below.
- Shipments consigned to Shelter Island, NY will be rated to zip codes 11964, 11965, subject to the additional arbitrary charges outlined below.
- Arbitrary charges are not subject to any discount or price reductions.
- Arbitrary Charges for shipments to: Martha's Vineyard, Nantucket, and Shelter Island shall be:

Ferry Charges											
to											
Martha's											
Vineyard,											
Nantucket and											
Shelter											
Island											
Ferry	**	Minimum	1-	500-	1,000-	2,000-	5,000-	10,000-	20,000-	30,000-	40,000-
Point	Class	Charge	499#	999#	1,999#	4,999#	9,999#	19,999#	29,999#	39,999#	49,999#
	50	\$75.00	\$21.14	\$18.31	\$17.45	\$13.31	\$9.60	\$6.73	\$5.79	\$5.10	\$4.81
200000000000	55	\$75.00	\$22.19	\$18.68	\$18.31	\$13.98	\$10.09	\$7.14	\$6.23	\$5.55	\$5.28
02535	60	\$75.00	\$25.46	\$20.09	\$19.69	\$16.99	\$10.44	\$7.28	\$6.30	~	~~
02539 02552	65	\$75.00	\$26.75	\$21.06	\$20.66	\$17.84	\$11.05	\$7.74	\$6.44	2	~
02557	70	\$75.00	\$29.20	\$24.39	\$23.89	\$19.20	\$11.80	\$10.06	\$8.23	?	~
02568	77.5	\$75.00	\$30.68	\$25.58	\$25.10	\$20.15	\$12.53	\$10.68	~	~	~
02573	85	\$75.00	\$36.34	\$26.83	\$26.33	\$24.83	\$19.50	\$14.18	~~	~~	~~
02575	92.5	\$75.00	\$38.15	\$28.14	\$27.60	\$26.09	\$20.51	\$14.90	~~	~	~~
	100 - 200	\$75.00	\$49.61	\$36.59	\$35.89	\$33.91	\$26.64	~	~	2	~
	250 - 500	\$75.00	\$64.50	\$47.56	\$46.65	\$44.09	\$34.63	~~	~~	~~	~~
	50	\$79.00	\$24.74	\$21.59	\$20.56	\$16.61	\$12.78	\$9.00	\$7.76	\$7.13	\$6.39
	55	\$79.00	\$25.99	\$22.69	\$21.59	\$17.45	\$13.40	\$9.44	\$8.21	\$7.56	\$6.66
	60	\$79.00	\$29.50	\$22.96	\$22.18	\$20.40	\$14.00	\$9.83	\$8.94	\$8.60	\$8.26
02554	65	\$79.00	\$30.96	\$24.13	\$22.50	\$21.45	\$14.71	\$10.31	\$9.38	\$8.93	\$8.69
02564	70	\$79.00	\$33.06	\$25.60	\$24.36	\$23.48	\$15.86	\$13.45	\$12.31	\$11.56	\$11.15
02584	77.5	\$79.00	\$34.70	\$26.88	\$25.60	\$24.66	\$16.66	\$15.35	\$12.95	\$12.14	\$11.69
	85	\$79.00	\$40.23	\$29.66	\$29.00	\$28.45	\$23.74	\$19.14	?	?	~
	92.5	\$79.00	\$42.24	\$31.16	\$30.44	\$29.89	\$24.93	\$20.09	~	~	~
	100 - 200	\$79.00	\$54.89	\$40.53	\$39.60	\$38.83	\$32.39	~~	~	~	~
	250 - 500	\$79.00	\$71.35	\$52.68	\$51.48	\$50.47	\$42.10	~~	~~	~	~~

11964 /	All	
11965	Classes	\$30.00 cwt, subject to a \$150.00 minimum charge

# **ITEM 1004.3**

# **Manhatten Island Congestion Charge**

Shipments originating or destined to the following New York points will be assessed an additional charge of \$8.00 per shipment. Charge will apply in addition to all other lawfully applicable charges.

10001	10002	10003	10004	10005	10006	10007	10008	10009	10010
10011	10012	10013	10014	10016	10017	10018	10019	10020	10022
10036	10038	10041	10045	10055	10060	10090	10101	10103	10104
10105	10106	10107	10108	10110	10111	10112	10113	10116	10118
10119	10120	10121	10122	10123	10151	10152	10153	10154	10155
10158	10165	10166	10167	10168	10169	10170	10171	10172	10173
10174	10175	10176	10177	10178	10199	10271	10278	10279	10280
10281	10282	10285	10286						

#### 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.