



*DASH POINT  
TRANSPORTATION, CO.  
Tariff #DPTC 200A  
Original Title Page*

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Dash Point Transportation Company, Tariff #DPTC 200A

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**ITEM 100**

GOVERNING PUBLICATIONS

Except as otherwise provided herein, this tariff is subject to the following publications, including supplements thereto and subsequent reissues thereof:

- 1) Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180.
- 2) Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 49, Part 262.
- 3) National Motor Freight Classification NMF100, series. In the event that a rule is set forth herein addressing the same topic or Rule as the NMF100, series, this tariff shall take precedence.
- 4) U.S.C. Title 49 Transportation.
- 5) RCW Title 62A Uniform Commercial Code.

**ITEM 101**

TARIFF SCOPE

The Rules and other provisions of this tariff are limited in their application on interstate and intrastate commerce, to the extent as authorized by the Federal Motor Carrier Safety Administration and its successors, as has and may be designated by government authority.

**ITEM 102**

OPERATING AUTHORITY

Mc 850513; DOT # 2461558, Dash Point Distributing

MC 719522; Dash Point Logistics

Carrier's operating authority documentation is available at <http://dashpointservices.com/>.

**ITEM 103**

DEFINITIONS – GENERAL

Refers to Dash Point Transportation, Co and shall include its subsidiary and affiliated companies.

Carrier: Refers to Dash Point Transportation, Co, its subcontractors, authorized agents and any directors, officers and employees thereof.

Consignee: Refers to the entity identified by Shipper to receive the goods.

Container: Container refers to any and all types of containers, flatbeds, platforms, trailers, tankers, etc. into or onto which goods are loaded and transported.

Entity: Refers to all forms of business entities as well as natural persons.

Goods: Goods refers to those items of personal property with respect to which Carrier has been requested to or does provide services, including all packing and packaging thereof as well as all other items or materials associated therewith, including, without limitation, crates, cradles, pallets containers. The definition of "goods" as used herein includes the terms "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property," and such terms may be used interchangeably.

Shipment: Cargo transported under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages, or pieces.

Shipper: Refers to the entity engaging Carrier with respect to the goods, unless the context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and any others who may have a right of claim by, through or with respect to the goods.

**ITEM 104**

**DEFINITIONS – DAYS OF OPERATION**

Normal business hours with exception of Holidays.

"Normal Business Hours," are from Monday through Friday 8:00 AM to 5:00 PM.

Where reference is made in this tariff to "Holidays," the following are referred to:

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

and day after

Thanksgiving Day

Christmas Day

New Year's Day

When a Holiday falls on a Saturday, the preceding workday will be acknowledged.

When a Holiday falls on a Sunday, the proceeding workday will be acknowledged

**ITEM 200**

**CARRIER FREIGHT PAYMENT LIEN**

To secure payment of all obligations of Shipper to Carrier, Shipper grants Carrier first-priority possessory liens in all goods transported and to be transported by Carrier for Shipper at any time, including their proceeds. Shipper acknowledges Carrier's right to assert liens without prior notice or opportunity to cure payment defaults. Carrier may enforce liens by withholding deliveries, taking possession of shipments, selling cargo at public or private sales in bulk or in packages at any time or place without notice, and by other means provided by law and equity. Sale proceeds shall first be applied to costs of sale; then to amounts due Carrier, including costs of collection (including attorney fees and costs) and storage; and the remaining proceeds, if any, to Shipper. All disputes related to Carrier liens shall be submitted to arbitration under the provisions of Tariff Item 203.

**ITEM 201**

**PAYMENT OF FREIGHT – CREDIT TERMS**

Credit terms are available to those Shipper's, consignees and third party accounts that have filled out and signed Carrier's Credit application. Shipper's application for credit is subject to a complete evaluation of the submitted application information by Carrier's credit department. Carrier's credit department may grant or deny any credit in its sole discretion. If credit has been granted, such grant will be accompanied with an appropriate and authorized line of credit. Unless credit has been expressly approved by Carrier's credit department in writing, payment is due prior to commencement of any services from Carrier and must be made in full before release of goods at the destination. All sums are due and payable in United States currency (cash, traveler's checks, insured money orders, electronic fund transfers or certified checks). MasterCard and Visa are accepted subject to prior approval by the Carrier; a three percent (**3%**) service charge will be added to the freight charges due. Carrier accepts e-mailed check payments at no charge. Notwithstanding approval from Carrier's credit department, payment in full must be received by Carrier within thirty (30) days from the date of Carrier's invoice. Should Carrier prevail in arbitration, litigation or other dispute resolution process with respect to the collection of freight and/or other charges, the party liable therefore (e.g. consignor, Consignee or beneficial owner) shall reimburse Carrier for its reasonable legal fees and costs incurred with respect to any such collection proceeding.

Nothing contained in this Item 201 shall be interpreted or construed so as to limit Carrier's right to require prepayment in full prior to movement of shipment from point of origin if Shipper, Consignee or party responsible for freight charges has exceeded its credit limit or is in breach of its credit terms with Carrier. Shipper, as original contracting party, and consignee, by acceptance of the Goods, become and remain jointly and severally liable for the freight and related charges until fully paid notwithstanding any extension of credit. Additionally, if Carrier has reason to believe Shipper, Consignee or party responsible for freight does not have the ability to pay for pending freight; Carrier may require prepayment in full prior to movement of the shipment from the point of origin.

## **ITEM 202**

### **LOSS AND DAMAGE CLAIM HANDLING**

#### **A. FILING CLAIMS**

1) Claims in writing are required. A claim for loss, damage and/or injury shall not be voluntarily paid by Carrier unless filed in writing with Carrier and in compliance with the minimum filing requirements set forth in subparagraph (2) below. Claims may also be filed directly with the receiving or delivering carrier or carrier issuing the bill of lading, receipt, ticket, or carrier on whose line, loss, damage, or injury, occurred, within the specified time limits applicable thereto.

2) Minimum filing requirements. A communication in writing from claimant, filed with a proper carrier within nine (9) months from the date after delivery of the Goods, or if the claim is for failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed, including the following items: (i) facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage or injury and (iii) a claim for the payment of a specified or determinable amount of money. A writing containing the aforementioned three (3) items, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

3) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$50.00 more or less", the carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of subparagraph (2) above.

4) Other claims. If investigation of a claim determines that one or more other carriers have been presented with a similar claim on the same shipment, the carrier investigating such claim shall communicate with such other carrier(s) and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall require all claimants to verify right of title

to the property involved or his right with respect to such claim.

5) Payment of Freight Charges Prior to Filing Claim. A claim for loss, damage or injury shall not be voluntarily paid by Carrier unless and until all freight charges for the Shipment giving rise to the claim have been paid to Carrier, without offset or deduction.

5 A) An independent freight claim investigator will be contracted by carrier at its sole discretion. The Freight Inspectors, 1-650-843-9933.

#### B. ACKNOWLEDGMENT OF CLAIMS

Carrier shall, upon receipt in writing of a proper claim in the manner and form described in Section A(2) of this Item 202, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days of receipt by the Carrier unless the Carrier shall have paid or declined such claim in writing within thirty (30) days of the receipt thereof. The Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other preliminary examination of the claim, as filed, may be required.

The Carrier shall, at the time each claim is received, create a separate file and assign thereto successive claim file numbers and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, the Carrier shall cause the date of receipt to be recorded on the face of the claim document and the date of receipt shall also appear in the Carrier's written acknowledgment to the claimant.

#### C. INVESTIGATION OF CLAIMS

1) Prompt investigation is required. Each claim filed against a carrier in the manner prescribed in Section A of this Item 202 shall be promptly and thoroughly investigated if not already done prior to receipt of the claim.

2) Supporting documents. When a necessary part of an investigation, each claim shall be supported by an original bill of lading, evidence of freight charges paid, and either (i) the original vendor invoice (ii) a photographic copy of the original invoice or an exact copy thereof, or (iii) an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof of depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the Consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property involved has been transferred at book-keeping values only, the carrier shall,

before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved and to certify the correctness thereof in writing.

3) Verification of Loss. A prerequisite to the voluntary payment by a carrier of a claim for the loss of an entire package or an entire shipment shall be that the carrier be provided with a certified statement in writing from the Consignee that the property for which the claim is filed has not been received from any other source.

#### D. DISPOSITION OF CLAIMS

Each carrier, subject to Interstate Commerce Claims, that receives a written claim for loss, damage, or injury to property transported in the manner and form prescribed herein, shall pay, decline or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by the carrier. However, if the claim cannot be processed and disposed of within one hundred twenty (120) days after receipt thereof, that carrier shall at the time and at the expiration of each succeeding sixty (60) day period while the claim remains pending, notify the claimant, in writing, of the status of the claim and the reason for the delay in making final disposition. The carrier shall retain a copy of such notification to the claimant in its claim file.

#### E. PROCESSING OF SALVAGE

Whenever cargo transported by a carrier is damaged or alleged to have been damaged and is, as consequence thereof, not delivered or is rejected or refused upon tender to the owner, Consignee, or person entitled to receive such property, the carrier, after giving due notice whenever practicable, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier shall only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any filed.

Whenever a disposition of salvage material or goods shall be made directly to an agent or employee of the carrier or through a salvage agent or company, in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records shall fully reflect that particulars of each such transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein prescribed, the carrier shall record in its claim file, the lot number assigned, the amount of any money recovered, from the disposition of such property, and the date of transmittal of such money to the person lawfully entitled to receive the same. Salvage proceeds shall be disbursed in the following order:



(i) to cover any carrier freight charges owed, (ii) to cover any handling charges owed, (iii) to cover any costs involved in the administration of the salvage sale, and (iv) with the balance of the money collected to be remitted to the person lawfully entitled to receive the same.

**ITEM 203**

**ARBITRATION FOR DENIED CLAIM**

Rule 1. DEFINITIONS – In addition to the defined terms set forth in Item 103, for the purpose of this Item 203, the terms set forth below shall have the following meanings:

(a) "Claimant"--Any person, firm or corporation which is a party to a contract of carriage or has a right to sue thereon, and has filed a claim.

(b) "Claim"--A claim for loss, damage, delay or injury to property transported on a contract of carriage and subject to the terms and conditions of Carrier's bill of lading and tariffs.

(c) "Denied Claim" –A Claim that Carrier has declined to pay in whole or in part.

Rule 2. SUBMISSION TO ARBITRATION – Submission of a claim to arbitration is mandatory and is the claimant's sole remedy for resolving disputes relating to a Denied Claim. In the event that a Claimant files a claim in court, instead of submitting the Claim to arbitration or without first obtaining an arbitration award in accordance with this Item 203, said Claimant shall be liable and indemnify Carrier for any and all costs and expenses, including, without limitation, reasonable attorneys' fees that arise out of or result from Claimant having filed their claim in court.

Rule 3. WHEN TO INITIATE ARBITRATION – Claimant must submit its claim to arbitration when it becomes apparent that the Claimant and the Carrier are unable to reach a mutually acceptable agreement concerning the settlement of any Denied Claim, but, in any event, no later than two (2) years and one (1) day from the date Claimant receives written notice of a Denied Claim.

Rule 4. HOW TO INITIATE ARBITRATION – The Claimant shall initiate arbitration by executing a copy of the Demand for Arbitration form and filing a copy, together with a copy of the rules set forth in this Item 203, with the selected arbitration service and the Carrier to:

Amy P. Hoffman

APH Law, PLLC

P: 253-720-3020

15406 Meridian Ave E

Puyallup, WA 98375

Rule 5. ADMINISTRATOR—Both parties will sign any Agreement to Arbitrate required by the arbitration service selected by the Claimant, and will appoint the selected arbitration service as administrator of the arbitration. The authority and duties of the administrator, shall govern the arbitration.

Rule 6. PAYMENT OF FEES— Carrier and Claimant shall each pay one-half (1/2) of the filing fees and shall each pay one-half (1/2) of the ongoing arbitration fees and costs. Payment of invoiced fees will be made promptly. Neither party will be responsible for the other party's filing fees or invoiced fees or costs until an arbitration decision is rendered. Upon a decision, the arbitrator will include in the award a requirement that the prevailing party be reimbursed for all arbitration fees and costs of the arbitration.

Rule 7. DISPUTE TO BE ADJUDICATED BY ONE ARBITRATOR – The dispute shall be considered and adjudicated by a single arbitrator. Should the initial arbitrator appointed by the selected arbitration service not be able to continue, the selected service shall appoint a new arbitrator.

#### Rule 8. JURISDICTION OF THE ARBITRATOR

(a) The arbitrator shall determine with finality the merits of the controversy and the decision shall be governed by the applicable usages and practices of the industry and applicable law and within the scope of the Agreement to Arbitrate of the parties, as well as the rules set forth in this Item 203.

(b) The arbitrator may request the parties, to supply any additional facts or materials which, in the opinion of the arbitrator, will be helpful in determining the case.

(c) The award of the arbitrator shall assess arbitration fees and expenses as outlined in Rule 6 and any other administrative fees and expenses of the arbitration.

Rule 9. INTERPRETATION AND APPLICATION OF RULES – The arbitrator shall interpret and apply the rules set forth in this Item 203 insofar as they relate to the powers and duties of the arbitrator.

Rule 10. ARBITRATION HEARINGS – Arbitration under these rules is conducted on documents only. No right to oral hearing is provided.

#### Rule 11. SUBMISSION BY PARTIES OF RELEVANT DOCUMENTS AND ARGUMENTS

(a) Filing the Initial Case-In-Chief: the arbitrator will set a simultaneous filing date for the parties to submit documents and arguments directly to the arbitrator with no copies to be filed with the other party. The arbitrator will then simultaneously provide copies to the other party.

(b) Simultaneous Reply: The arbitrator will set a simultaneous filing date for each party to file a reply addressing the other party's case-in-chief documents and arguments. The replies will be filed directly with the arbitrator with no copies to the other party. The arbitrator will simultaneously provide each party with the other party's reply. Once the arbitrator has provided each party with the other party's reply, the arbitration is closed and ready for the arbitrator to render an award.

Rule 12. TIME OF AWARD – The award shall be rendered promptly by the arbitrator but, unless otherwise agreed to by the parties, no later than thirty (30) days after the proceeding is closed.

Rule 13. NOTIFICATION OF AWARDS – The arbitrator shall promptly transmit a written copy of the award to the parties containing an award of costs as set forth in rule 6 of this Item 203. Concomitantly with a copy of the award, the arbitrator shall also return to the respective parties all documents filed by the parties for arbitration of the dispute.

Rule 14. WITHDRAWAL AND SETTLEMENT OF CLAIM – The parties may settle the claim by mutual agreement at any time prior to the rendering of an award by the arbitrator. In the event of such a settlement, the Carrier shall file a copy of a written notice of such settlement with the office of selected arbitrator. After arbitration has commenced, no claim may be withdrawn without permission of the arbitrator, except by mutual agreement of the parties.

#### **ITEM 204**

##### **LIMITATION OF LIABILITY; VALUATIONS; RELEASED VALUATION**

###### **A. LIMITATION OF LIABILITY**

Unless Shipper pays for and declares on the shipping bill of lading, at the time of Shipment, valuation in excess of the Released Valuations set forth in this Item 204; Carrier's liability for cargo accepted for transportation by Carrier shall be limited to (i) \$0.10 per pound for named commodities or (ii) \$1.50 per pound for commodities not named.

###### **B. GENERAL COMMODITIES NOT NAMED**

Cargo accepted for transportation by Carrier is subject to Released Valuation, not exceeding \$1.50 per pound. Additional valuation may be obtained by Shipper declaring such value, not to exceed Shipper's invoice value of cargo by paying a declared valuation charge per \$100.00 of value stated.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, an all-risk insurance policy for any Shipment Shipper may desire to insure with such all-risk insurance; Shipper acknowledges and agrees that any such all-risk insurance will be subject to policy limitations.

Alternatively, Shipper may obtain insurance through its own insurance provider or assume any excess valuation over.

###### **NAMED COMMODITY**

Named Commodity Cargos accepted for transportation by Carrier are subject to Released Valuation, not to exceed \$0.10 per pound. Additional valuation may be obtained by Shipper by declaring such value, provided however, that such declared value does not exceed Shipper's invoice value of cargos, and paying a declared valuation charge per \$100.00 of value stated. With the exception of stone blocks,

pieces or slabs.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, an all-risk insurance policy for any Shipment Shipper may desire to insure with such all-risk insurance; Shipper acknowledges and agrees that any such all-risk insurance will be subject to policy limitations.

Alternatively, Shipper may obtain insurance through its own insurance provider or assume excess valuation over \$0.10 per pound, gross per shipment liability at Shipper's sole risk and expense.

Named Commodities:

1) FRAGILE GOODS, Decorations, Drawing Instruments, Optical Goods, Scientific Instruments, China Group, Glass & Glassware Group, Mirrors, Lamps or Lighting Groups, as described in NMFC. All items requiring Do Not Tilt or described as Fragile by the Shipper or on the shipping containers.

2) MACHINERY GROUP, as named in NMFC, when in used condition, rebuilt, refurbished, reworked, and/or repaired prior to shipment.

3) STONE BLOCKS, PIECES OR SLABS, Namely, granite, marble, limestone, coquina used for building materials, to include countertops, decorations or furniture.

4) HOUSEHOLD GOODS (HHG), As named in NMFC.

5) PERSONAL EFFECTS, as named in NMFC.

#### C. EXTRAORDINARY VALUE

Cargo with value in excess of \$25.00 per pound, gross per shipment is to be considered Extraordinary Valuation for the purpose of freight transportation subject to the rates, rules and regulations of this tariff.

Carrier shall not be liable for shipments of cash, gold, antiques, and/or articles with a value in excess of \$25.00 per pound, gross per shipment. Carrier must be notified in advance of any shipment tendered to Carrier that is considered Extraordinary Valuation.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, an all-risk insurance policy for any Shipment Shipper may desire to insure with such all-risk insurance; Shipper acknowledges and agrees that any such all-risk insurance will be subject to policy limitations.

Alternatively, Shipper may obtain insurance through its own insurance provider or assume excess valuation over \$25.00 per pound, gross per shipment liability at Shipper's sole risk and expense.

#### D. INADVERTENCE CLAUSE

Unless Shipper declares on the shipping bill of lading at time of shipment, and pays for valuation in excess of Released Valuations at \$0.10 per pound on named commodities, and/or \$1.50 per pound on

commodities not named, the Released Valuation will automatically apply to rates offered, unless otherwise stated on such Contract or Spot Quote.

**E. STONE BLOCKS, PIECES OR SLABS**

Stone blocks, pieces or slabs, including, but not limited to granite, marble, limestone, or coquina, used for building materials for, but not limited to, countertops, decorations or furniture shall be shipped at Shipper's sole risk. Carrier hereby disclaims any and all liability for any damage to such products during the transportation of such products. By tendering the aforementioned products to Carrier for transport, Shipper agrees to assume any and all liability for any damage to such products during the transportation of such products. Shipper may obtain its own insurance or have Carrier obtain all-risk insurance on Shipper's behalf as Shipper's agent.

**ITEM 205**

**FORUM SELECTION CLAUSE**

Jurisdiction and venue in any suit, action or proceeding brought by any party seeking relief pursuant to this Tariff, except for a dispute arising out of or relating to a Denied Claim which must be submitted to arbitration pursuant to Item 203 of this Tariff, will properly and exclusively lie in any federal or state court located in King or Pierce County, Washington and any party seeking relief pursuant to this Tariff hereby expressly and irrevocably waives any claim of forum non convenience.

**ITEM 300**

**RATE CONFIRMATION**

Terms and Conditions for transportation handling in bill rate confirmation issued by, are subject to this tariff. Unless an individual written contract and/or spot quote is issued for transportation stating otherwise, all shipments received by are subject to this tariff.

**RULES**

**RATE CONFIRMATION AND TARIFF, TERMS AND CONDITIONS**

Sec. 1 (a) The carrier, defined to include carriers, or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for

loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge, ferry, ship or barge or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession. In no case will Carrier be liable for special or consequential damages.

Sec. 2 Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3 (a) As a condition precedent to recovery, claims must be filed in writing with: carrier or any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export, within nine months after delivery at the port of export); except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Arbitration for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4 (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of the sale will be applied to the carrier's invoice for transportation, storage and other

lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5 (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6 Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense, sold or destroyed without compensation.

Sec. 7 (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by the signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on the bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9 (a) Unless previously agreed in writing and supported by freight value declaration submitted by the Shipper, the Carrier's liability shall be limited to the lesser of: (1) the Shipper's invoice value of the goods plus transportation charges paid; (2) \$1.50 per pound of the weight of any goods lost or damaged portion of the goods or (3) unless otherwise stated applicable released valuation per Carrier Tariff, up to a maximum of \$150,000 per consolidated FEU forty-foot equivalent unit container. In no event shall carrier's liability exceed the goods' invoice value plus transportation paid.

(b) Carrier offers shipper freight rates which impose on Carrier full and limited liability for lost or damaged cargo. Carrier shall supply and make available to Shipper full cargo liability freight rates on Shipper's request. Shipper acknowledges the availability of carrier full liability. In the absence of Shipper's request for full liability service, Shipper acknowledges that it waives carrier's full liability for lost, or damaged cargo, and agrees to the terms stated in (a) above.

(c) Carrier offers Shipper all risk cargo insurance from third-party insurers on request to the extent Shipper qualifies for such insurance per terms provided by the third party insurers.

Sec. 10 (a) Subject to the overall limitation of liability set forth in Section 9(a), if any of Shipper's cargo is transported by water carrier, such transportation is provided subject to the water carrier terms, provisions, limitations of liability and pertinent laws applicable to water carriers. The Shipper shall save harmless and keep Carrier indemnified from and against any claims of a General Average nature which may be made to the Carrier. Where potential liability for General Average arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier, or to any other party designated by the Carrier, in a form acceptable to the Carrier, in the amount of the general average claim.

(b) The Shipper warrants and guarantees that all information provided by Shipper to Carrier regarding the goods is accurate and correct. Shipper shall hold Carrier harmless for all claims by U.S. Customs and Border Patrol authorities (duties, levies, taxes, fines etc.) against the Carrier in connection with Shipper's goods. Where potential civil liability for any violation of U.S. or foreign security and/or antiterrorism statutes or regulations arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier or to any other party designated by the Carrier in a form acceptable to the Carrier.

NOTE: Sections 1 a & b, 3 a, 6, 9 a, b & c and 10 a & b contain exceptions to NMFC Uniform Bill of Lading Terms and Conditions. is a participant in the NMFC

### **ITEM 301**

#### **PRIOR RESERVATION OF SPACE (BOOKING)**

ISSUED BY: JOSEPH FRANZA, JR., DIRECTOR OF PRICING,  
Dash Point Transportation Company



Prior reservation of space (booking) is not a guarantee that goods will be transported on a specific move or arrive at a specific time. Carrier reserves the right, at all times, to load and transport the Goods in a "reasonable dispatch" manner which lies in the Carrier's sole discretion. Carrier will transport the Goods with reasonable dispatch once the Goods have been tendered to Carrier. Carrier does not sell nor guarantee time-definitive service.

**ITEM 302**

**EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS**

This tariff is subject to the Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180, and Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 40, Part 262, as promulgated by the United States Department of Transportation and Environmental Protection Agency respectively.

Infectious substances, certain dangerous items and/or hazardous waste of any type or nature whatsoever will not be accepted for transportation unless booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.

Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or which, in Carrier's sole judgment, is not able to be safely loaded, stowed, secured, unloaded or delivered.

All shipments of such goods accepted by Carrier shall be subject to the following requirements:

1) A statement of certification must appear on the shipping paper that the goods offered for transportation meet the requirements of this tariff. Such certification shall contain the following language:

"This is to certify that the above named goods are properly classified, described, packaged, marked and labeled, and is in proper condition for transportation according to the applicable regulations of the Department of Transportation/Environmental Protection Agency, and Carrier may rely upon the statements and descriptions made herein, any other representations notwithstanding."

2) Shipper must attest on the bill of lading that the shipment contains no mix of non-compatible goods whatsoever, including those non-compatible goods identified by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or the Alaska, Washington or federal environmental protection or like agencies. Shipments not so attested will not be accepted by Carrier.

Any shipment which contains such goods but which was not so declared to Carrier prior to commencement of services shall be assessed an additional per Item 500 in addition to all other charges.

NOTE 1: When a shipment contains two or more articles which, under the provisions of Code of Federal Regulations, Title 49, Parts 100 to 177 and/or Title 40, Part 262, are prohibited from being loaded or stored together, each part lot in the shipment will be considered a separate shipment. Each such considered separate shipment will be subject to the provisions of this Item 302 even if it was tendered on a single bill of lading. Articles not requiring such segregation may be included with any one of the separately considered shipments.

NOTE 2: When a shipment has been accepted by Carrier for transportation and after such receipt by Carrier an error is found in the required certification, packaging, labeling or other lawful requirements, any and all actual and consequential damages and penalties of whatever nature shall be the sole liability of the party required to provide such certification, packaging, labeling or another lawful requirement. Carrier shall impose a declared and, non-declared hazardous surcharge as outlined on carrier's accessorial rate form.

NOTE 3: Hazardous articles accepted by Carrier for shipment shall be assessed a Declared Hazardous Certification charge per Item 500.

### **ITEM 303**

#### **CRATING AND PACKAGING**

Freight received by Carrier must meet minimum packaging requirements as specified in NMFC 100 A and successive issues thereto. If packaging requirements are not met and this is apparent from viewing the outside of packaged freight, Carrier will notify Shipper or Consignee to obtain written instructions for handling before transporting such shipments.

Carrier reserves the right to refuse improperly packaged freight, however, Carrier may offer to 1) Have freight returned to Shipper, 2) Have freight packaged by a commercial crating and packaging service provider, 3) Have freight packaged by Carrier, or 4) Have freight transported as Shipper's Risk when directed to do so after notice to Owner, Shipper or Receiver directing continued transportation. Carrier will describe applicable charges per Item 500. Such charges are the responsibility of the Shipper and will not be absorbed by the Carrier but will be in addition to other lawful freight charges accruing.

### **ITEM 304**

#### **IMPROPERLY DESCRIBED SHIPMENTS**

All shipments are subject to inspection by Carrier and all connecting carriers. Any improperly described goods being shipped will be subject to any fine or penalty assessed by connecting carriers or governmental unit. Improperly described goods will also be re-rated according to the proper shipping description.

### **ITEM 305**

#### IMPROPER LOAD WEIGHT DISTRIBUTION

All fines and expense, incurred by Carrier for shipments tendered to Carrier under the provisions of this tariff that do not meet the legal requirements for lawful weight distribution, height restrictions, and load securement(s) as required by the U.S. Department of Transportation, and/or State, Municipal or other governing Departments of Transportation, regulating the transportation of motor carriers, in the area of services being provided, will be charged to the Shipper, Consignee or their designated agent responsible for arranging the transportation. Such charges include all costs associated with adjustments in load weight distribution, height, or load securement as may be required by Carrier to lawfully complete transportation service according to the provisions set forth in this tariff.

#### ITEM 306

##### IMPRACTICAL OPERATING CONDITIONS

Nothing in this tariff shall be construed as making it binding on Carrier to pick up or deliver freight, or drop off Carrier or third party owned equipment, at locations from and to which it is impractical to operate trucks or tractors. Pickup or delivery service will not be performed by Carrier if, in the sole discretion of Carrier's driver, dispatcher, or other authorized employee, such services would require performance at a location that is impractical to operate vehicles due to:

- 1) The condition of roads, streets, driveways, alleys, exhausted hours of services or approaches thereto;
- 2) Inadequate loading or unloading facilities; or
- 3) Riots, acts of God, the public enemy, terrorism, the authority of law, the existence of violence, or such possible disturbances as tend to cause reasonable apprehension or danger to persons or property, or other events beyond the control of Carrier which make it impractical or uneconomical for Carrier to provide such service.

When Carrier experiences impractical operating circumstances en-route to either a loading or unloading location, Carrier will make reasonable attempts to notify the loading or unloading location and will make reasonable attempt to perform the services requested. When Carrier is unable to travel the most direct route due to road closures, weight or height restrictions, mileage used in determining the applicable rates shall be computed on the basis of the shortest available practical route.

In the event of the occurrence of any condition that would make it impractical for the Carrier to operate, Carrier may, in its sole discretion, elect to suspend service temporarily until suitable alternatives may be found.

#### ITEM 307

##### DELIVERY

Unless required by the contract of carriage (bill of lading, together with relevant incorporated tariff, classification provisions and any rate quote) delivery does not include unloading. Provided that no

further services are required by the contract of carriage, the spotting of a shipment at the consignee's place of business or the location required by the contract of carriage, constitutes delivery regardless of whether the consignee has accepted or rejected the goods.

#### **ITEM 400**

##### APPLICATION OF RATES – GENERAL

- 1) Except as otherwise provided, rates and charges apply when a quantity of freight is tendered for transportation by one shipper, from a single point of origin, in one day, on one Bill of Lading or written shipping order, for delivery to one consignee at one destination.
- 2). Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled routes.
- 3) The establishment of a commodity rate removes the application of the class rate on the same article between the same points via the same route.
- 4) Carrier reserves the right to utilize other routes and/or other Carrier's participating herein.
- 5) Except as otherwise provided, rates apply to a combination of motor-water-motor routes.
- 6) Goods to or from ports/places named herein will be accepted and handled direct only when Carrier feels the quantity offered is sufficient to justify the expense of the call.
- 7) Freight charges calculated on lineal, cubic foot, square yards, dimensional configuration or square foot basis will have its measurements rounded up to the next whole foot or yard. Fractions of feet or yards will not be used when calculating freight or other charges hereunder.

#### **ITEM 401**

##### CLASSIFICATION AND COMMODITY RATES

Classifications are determined by National Motor Freight Classification 100 and successive issues thereof. Classification and Commodity rates for ongoing Contract and/or Spot Quote are available through Dash Point's Transportation Company, Pricing Department at web site [www.dashpointtransportation.com](http://www.dashpointtransportation.com), or by calling them direct. Classification and Commodity rates are subject to this tariff Rules and Regulations unless otherwise stated in the individual contract.

#### **ITEM 402**

##### APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES

Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charges applicable to any given shipment moved or to be moved under the provisions of this tariff. The estimate will be given on the basis of the effectively published tariff provisions

according to the facts concerning the shipment, which have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation of freight charges, any such estimates are not binding upon either party and may be honored by Carrier beyond any expiration date in Carrier's sole discretion. Unless prior arrangements have been made and agreed to in writing by Carrier, Shipments tendered to Carrier will be transported subject to Carrier's standard, undiscounted rates.

**ITEM 403**

APPLICATION OF RATES – MIXED SHIPMENTS

- 1) The charge for a shipment containing freight of more than one class shall be at the rate provided for each individual class in the shipment.
- 2) Bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each such separately classified or rated articles.
- 3) When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.

**ITEM 500**

APPLICATION OF ACCESSORIAL CHARGES, FEES, RATES

- 1) Charges, Fees and Rates applicable to listed items 501 through 599, Accessorial handling services are available at time of rate quote for transportation services requested.
- 2) Accessorial handling services not listed in items 501 through 599 that may be requested by shipper, receivers, or shipper's agents will be accommodated whenever possible, and must be stated in writing in the form of a rate quote, signed by Carrier to become binding on Carrier or, as posted for public viewing AT <http://dashpointservices.com/>.
- 3) Specific Charge amounts can be found on DASH POINT TRANSPORTATION, CO Accessorial Charges sheet located at [www.dashpointtransportation.com](http://www.dashpointtransportation.com).

**ITEM 501**

ADVANCING CHARGES

No charges will be advanced to Shipper, Consignee or cargo owners or its warehousemen or agents, except those incidental to the transportation of the goods which are incurred but not otherwise known or contemplated by Carrier and then only at the sole discretion of Carrier. Such charges will not be absorbed by the Carrier but will be in addition to other lawful freight charges accruing. These charges can include, but are not limited to, taxes and duties imposed by the government or permits as may be required by individual Municipalities, or States.

**ITEM 502**

**DETENTION**

Except as otherwise provided, rates in this tariff include Rate based on shipper load and count, live load and includes One-hour (within 50 miles) free driver standby time and two-hours (over 50 miles) at consignor or, consignee, port of origin or, port of lading. \$75.00 per hour or fraction thereof afterwards.

Computation of free time is determined separately for loading and unloading. Time commences at the time Carrier arrives at Shipper's premises for loading and terminates upon departure from Shipper's premises immediately after loading, and time commences again when Carrier arrives at Consignee's premises for unloading and terminates immediately after unloading and completion of all respective documentation pertaining to shipment as may be required by Carrier, Shipper or Consignee. Charges incurred are in addition to all other charges per Item 500.

**ITEM 503**

**DIVERSION OR RE-CONSIGNMENT**

Shipments transported under rules and regulations prescribed in this tariff may be diverted or re-consigned, subject to the following rules, regulations and charges:

1) The term "diversion" or "re-consignment" means:

(a) A change in the name of the consignor or consignee

(b) A change in the destination.

(c) Any other instructions given by consignor, consignee, or owner necessary to effect delivery and requiring an addition to, or change in billing or additional movement of the motor vehicle or both

2) A request for diversion or re-consignment must be made and confirmed in writing. The original bill of lading must be surrendered or proof of ownership established by other means.

3) When an order under these rules is received by Carrier, diligent effort will be made to locate the shipment and effect the change desired while in Carrier's possession, but Carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of Carrier's employees, or authorized agents.

4) A charge will be incurred for each diverted or re-consigned freight shipment under this tariff, in addition to all other additional freight and handling charges for beyond movement.

5) The freight charges to be applied on shipments accorded diversion or re-consignment privileges under this tariff, will be based on the rate in effect on the date of movement, from point of origin to final destination, subject to the following additional provision and Item 500.

6) If the distance from point of origin to final destination via the re-consignment point (or points),

exceeds the distance from point of origin to final destination via the shortest route as determined by Household Goods Carrier's Bureau, Agent, Mileage Guide No. 14, ICC HGB 100-A and succeeding issues thereof, a charge per mile for excess miles shall be assessed in addition to all other applicable charges.

**ITEM 504**

**EXTRA LABOR-LOADING AND UNLOADING**

1) When requested by the consignor or consignee, extra labor, if available, may be furnished by Carrier for loading or unloading. At each location where extra labor is provided, the charge will be \$100.00 PER HOUR for each person including the driver if assisting.

2) Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is completed. Each laborer has a one (1) hour chargeable minimum with charges accruing for each additional half hour or part thereof.

3) Carrier's records must reflect the following information for each shipment on which extra labor is used:

(a) Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.

(b) Number of extra laborers used and applicable time used per Paragraph 2 above.

(c) Estimated amount of time per laborer necessary for completion of the loading or unloading.

4) The charges outlined in this Item 504 will be assessed against the shipper for extra labor for loading and against the consignee for extra labor for unloading or against a party other than the consignor or consignee when such party has accepted in writing its responsibility for the extra labor charges. The charges must be paid or guaranteed to the satisfaction of Carrier before the extra labor is performed.

**ITEM 505**

**FLAT BED TRAILERS**

Goods that are Shipper loaded on a flatbed, platform or chassis or may otherwise be exposed to the elements, must be properly packaged, protected and secured for safe handling, stowage and transportation by land and water, including, but not limited to transportation by uncovered flat deck vessel. Goods on platforms must be banded widthwise with a minimum of 1 ¼ inch steel banding material; one placed every three (3) feet, or other appropriate devices such as chains and binders. Banding must not be placed over platform fork pockets. Goods loaded to platforms must have four (4) inch minimum dunnage between the goods and platform.

If Carrier is requested by Shipper or Shipper's agent to provide protecting, securing or other additional services, Carrier will provide the necessary material and labor required to perform such services at rates per carrier's accessorial charge form.

It will be the responsibility of the Shipper or Shipper's agent to meet any railroad or highway specifications on shipments that require flatbed equipment. Flatbed trailers that are found to be improperly loaded may be re-worked to correct the load condition by Shipper at point of origin. If the load is highway safe but not meeting interline required handling, it may be returned to Carrier terminal for a correction of the load condition at a charge. The additional charges will be per Item 500.

It is the responsibility of the Shipper or Shipper's agent to ensure that all binders, chains and straps are promptly returned to Carrier upon completion of a Shipment. Additional charges will be incurred for any binders, chains and straps not promptly returned to Carrier. The additional charges will be carrier's accessorial charge form.

#### **ITEM 506**

##### **FUEL SURCHARGES**

Fuel surcharges assessed to the line-haul, trucking or drayage base rates are per The Department of Energy's National Fuel Index. Fuel surcharge for rail and air base rates are assessed per the carrier's fuel index.

#### **ITEM 508**

##### **STOPS IN TRANSIT**

A shipment may be stopped in transit for partial loading or unloading subject to the following:

- 1) The names of places or addresses at which vehicles are to be stopped for partial loading or unloading, shall be shown on the bill of lading or shipping order or on a separate document provided to Carrier. Such supplementary shipping instructions shall be issued with and be considered a part of the shipping documentation. A charge for each additional stop for partial loading or unloading will be charged and will apply to each stop made that is intermediate and independent of the origin pick up or final destination. The charge for a stop in transit is in addition to all other applicable charges.
- 2) The substitution of other property for that originally loaded, or the exchange of contents of the shipment in any manner is prohibited, when stopping in transit for partial loading or unloading is not permitted. Unloading will be permitted only at points beyond that at which the last stop of partial loading is made. Further loading of a shipment will be prohibited after the shipment has reached its first point of partial unload.
- 3) During a stop in transit, thirty (30) minutes of free time are allowed for loading or unloading at each stop. Any time in excess of the free time is charged at \$50.00 per ½ hour increments. If the driver is required to assist in the loading or unloading, there is no allowance for free time. A charge will be assessed in accordance with Item 504, (Extra Labor - Loading and Unloading). Such charges are in addition to all other freight charges; subject to Item 500.

#### **ITEM 509**



## STORAGE

The following provisions shall apply with respect to storage at Carrier's facility.

- 1) Except as provided below, free time for storage will commence on the first midnight following Carrier's notification of availability of goods to Consignee and shall extend for two (2) business days thereafter.
- 2) Goods stored at Carrier's facility (to include designated agent's facilities), after expiration of free time, shall be assessed storage charges in accordance with Item 500
- 3) At any time after expiration of free time, Carrier may, at its option, place the goods in public storage, in which event all charges, including transportation and handling charges incidental to the placing of goods into or out of public storage, shall be for the account of the goods, including, but not limited to the cost of public storage. Carrier shall have a right of lien on said goods for any and all costs incurred under this Item 509 in accordance with Item 200. Storage charges outlined in paragraph (2) above shall terminate upon the first day following placement of goods into public storage. 4) When goods are available for delivery (see Note 1) but not released to Consignee because of:
  - (a) nonpayment of freight or other charges (where credit has not been extended);
  - (b) indication of inability to pay freight or other charges; or
  - (c) non-receipt of proper shipping documents; thenstorage charges will accrue after the expiration of free time once the goods have been made available (see Note 1) up to, but not including the day, that freight or other charges, including storage charges under this Item 509, have been paid and proper shipping documents have been received.
- 5) Storage charges under this Item 509 shall terminate only after one of the following conditions has been met:
  - (a) The goods have been dispatched to point of delivery by Carrier or its agent (see Note 1).
  - (b) The goods are placed into storage at the request of Shipper.
  - (c) The goods have been placed into public storage (refer to Paragraph 3) of this Item 509.
  - (d) Carrier is instructed, via facsimile or written instruction, that the goods will be accepted at a specific date/location, the date of actual acceptance to serve as the date of termination of storage charges provided that the goods are accepted as instructed. Any such written instruction is subject to the prior approval of Carrier.
- 6) When goods are accepted for shipment but not shipped and held at Carrier's facility because of:
  - (a) non-payment of freight and/or other charges;

- (b) indication of inability to pay freight and/or other charges;
- (c) non-receipt of proper shipping documents; and/or
- (d) request from Shipper; then

there shall be no free time and storage charges will accrue commencing the first midnight after one of the above events occurs. Storage charges will accrue up to but not including the day that freight or other charges, including storage charges under this Item 509, have been paid and proper shipping documents received.

7) Saturdays, Sundays and Holidays will be included in the computation of free time and shall be included in the computation of storage charges.

8) Storage charges will be assessed against Shipper unless other arrangements have been approved by Carrier in writing.

9) Carrier reserves the right to sell stored goods publicly or privately to compensate it for unpaid freight or other charges to the extent and in the manner allowed by applicable federal and state laws.

10) Carrier shall not be required to deliver, or make available for delivery, goods at times other than its normal business hours on normal business days.

NOTE 1: Notification of availability shall mean giving notice to Consignee that the goods are or will be physically available on a specific date and time at a specific place.

NOTE 2: In the event goods are placed in public or other storage, Carrier's liability for risk of damage or loss to such goods shall terminate upon its release of the goods to such public or other storage.

#### **ITEM 510**

##### TEMPERATURE CONTROL – KEEP FROM FREEZING

If Carrier is requested to assume risks of loss due to frost or freezing, the rate confirmation must request, in writing, such service. When freight not requiring protection from freezing (KFF) is mixed in the same shipment, and cannot be segregated, with freight requiring protection from freezing the entire shipment will be subject to charges for the KFF service. Charges for this service are per Item 500.

#### **ITEM 511**

##### ADDITIONAL SPECIAL SERVICES

This Item 511 sets forth a list of additional services that can be provided upon request. This list is not

exhaustive; please contact the Carrier to inquire if a service you require is not listed below. Applicable additional charges for each service per Item 500. Services must be requested in advance and are not guaranteed, although every effort will be made to accommodate the request.

1) Merchandise COD

Merchandise COD collections must be by Cash, Certified Check, or if acceptable to shipper and stated in writing, by personal check.

2) Tarping

Where tarping is required for protection of the shipment, an additional one-time charge shall be assessed per shipment per trailer. If the Carrier arranged for the tarp to be retrieved from a third party location, within the pickup or delivery zone location a pick up fee will be charged in accordance with Item 500.

3) Trailer Spotting

Placement of Carrier's container at one point for loading/unloading other than at Carrier's facility.

4) Weight Tickets

If Carrier is requested to weigh a trailer, all expenses incurred by Carrier to fulfill Shipper's or Consignee's request will be charged to the Shipper or Consignee directing the weight ticket service. Carrier will present documentation (scale ticket, receipt) to the Shipper or Consignee with the corresponding freight invoice. Charges for weight ticket services will be in addition to all other freight charges.

**ITEM 600**

ABBREVIATIONS

# Number When Preceding Number

# Pounds When following Number

DASH POINT TRANSPORTATION

Standard Carrier Alpha Code (SCAC)

Spot Quote One-time quote

STB Surface Transportation Board

FTL Full Truckload

UPS United Parcel Service

Dash Point Transportation Company, Tariff #DPTC 200A

USC United States Code

DOT Department of Transportation

U. S. United States

USA United States of America

WA Washington

LTL Less Than Trailer Load

RGNs Removable Goose Neck Double Drop Flat Beds

ITEM 601

CHANGES TO TARIFF

Changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a newly revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.

EXAMPLE: "1st Revised Page 3" cancels "Original Page 3"

"2nd Revised Page 3" cancels "1st Revised Page 3" as well as "Original Page 3"

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