

BAHF RULES TARIFF 100

B & H FREIGHT LINES, INC

**P.O. BOX 509
HARRISONVILLE, MO 64701**

SCAC CODE: BAHF

RULES

And

CHARGES FOR EXTRA SERVICES

EFFECTIVE: FEBRUARY 5, 2010

“YOUR PARTNER IN TRANSPORTATION”

CHARGES FOR EXTRA SERVICES

ITEM	RULE	PER UNIT DESCRIPTION	CHARGE	MINIMUM CHARGE	MAXIMUM CHARGE
160	Guaranteed Delivery Service	1.5 Times Class Rate	NA	\$150.00	NA
190	Collect On Delivery (C.O.D.)	C.O.D. Amount	4% of C.O.D.	\$ 35.00	NA
		Change in C.O.D. Amount	NA	\$ 20.00	NA
200 (A)	Pick Up &/Or Delivery (Saturday)	Per Man/Hour	\$41.50	\$ 41.50	NA
		Per Man/Day	\$332.00	\$332.00	NA
200 (B)	Pick Up &/Or delivery (Sunday/Holidays)	Per Man/Hour	\$75.00	\$ 75.00	NA
		Per Man/Day	\$600.00	\$600.00	NA
210	Corrected Bill of Lading	Shipment	\$14.95	\$ 14.95	NA
220	Reconsignment or Diversion (In the place of delivery within original dest. Svc. City are) (Out of original dest terminal)	Prior to: After: _____	\$26.50 \$4.75 cwt	\$ 26.50 \$ 42.50	NA \$360.00
		Prior to & After:	Pt. To Pt.	Pt. To Pt.	NA
230	Redelivery	Per cwt	\$4.00	\$ 45.00	\$450.00
260	Lift Gate (Power)	Per cwt	\$3.50	\$ 83.00	\$210.00
270	Notification	Per shipment	\$20.00	\$ 20.00	NA
280	Inside Delivery	1 st Floor (cwt) Multiple Level (cwt)	\$4.45 \$.95 per add'tl floor	\$ 38.00 \$9.50 per floor in addition to 1 st floor	
290	Storage	Per cwt	\$1.15	\$ 30.00	NA
310	Stop Off	Per stop for not more Than 3 stops For each stop in excess Of 3 stops	\$119.00 \$160.00	\$119.00 \$160.00	NA NA
320	Hazardous Material	Per Shipment	\$8.50	\$ 8.50	NA
340 (A)	Detention "with power"	1 Hour or less Each add'l 30 min.	\$75.00 \$37.50	\$ 75.00	NA
340 (B)	Detention "without power" (spotted trailer)	1 st & 2 nd 24 hour 3 rd & 4 th 24 hours 5 th & after	\$37.00 \$52.00 \$74.00	\$ 37.00 \$ 52.00 \$ 74.00	
360	Segregating / Sorting	Per cwt	\$1.55	\$ 20.00	
380	Residential Delivery	Per cwt	\$4.30	\$ 43.00	NA
400	Labeling, Marking, Tagging	Perk Pkg / Pc	\$3.00	\$ 15.00	NA
461	Weighing & inspection of Property		\$10.00	\$10.00	

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Effective: January 1, 2005

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APPLICATION OF RATES

B&H Freight Line, Inc., rates in affect at time of shipment.

DEFINITION OF TERMS

Bill of Lading: **A**

The bill of lading is a legal document, which serves as a receipt for the goods to be transported and to set forth the terms and conditions of the contract of carriage.

Business Hours: **B**

The term "business hours" is defined as 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays.

Currency: **C**

All rates, or other charges are stated as U.S. (United States) currency and all rates, charges, or other amounts are to be paid in lawful money of the U.S.

Hazardous Material: **D**

A substance or material, including a hazardous substance, marine pollutant, or elevated temperature material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

Holidays: **E**

New Years Day	Labor Day	Christmas Eve Day
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day	Friday (following Thanksgiving Day)	

Minimum charge: **F**

Except, where provisions are made on an individual item (or items) in this Transportation Services Guide, the lowest charge, which will apply for one shipment will be the minimum charge.

Shipment:

G

A "shipment" is any quantity of commodity or commodities tendered by shipper (or shipper's vendor or designee) at one origin, at one time, consigned to (shipper or shipper's consignee (or designee), at one destination.

Third Party:

H

A party other than the consignor or consignee as show on the Bill of Lading, manifest, or shipping documents, other than a bank or freight payment plan, is responsible for paying the freight charges. Such party's name and address must appear in the body of the bill of lading, or in the manifest or shipping document at time of original tender.

Vehicle:

I

Wherever the term "van" is used, such terms will have reference to a trailer, which does not exceed fifty feet in length. Wherever the term "pup" is used, such term will have reference to a trailer, which does not exceed twenty eight feet in length. When two pups are joined by a converter, the term "double trailers" or "doubles" will be used.

Item 120

ABBREVIATION

<u>Abbreviation</u>	<u>Explanation</u>
AQ	Any Quantity
BOL	Bill of Lading
COD	Collect on Delivery
Cwt	Hundred Weight
Eg	For Example
LTL	Less Than Truckload
TL	Truck Load

Item 130

COLLECTION OF CHARGES AND EXTENSION OF CREDIT

Collection of Charges and Extension of Credit:

In case you have any questions regarding your bill, contact the Customer Service Department at (913) 621-1840.

A

Charges accruing to the carrier are due and payable at the time an outbound prepaid shipment is tendered to the carrier, or at the time a collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the shipper, consignee or other party responsible for payment of the freight charges.

B

When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be 15 days, including Saturdays, Sundays and legal holidays.

C

The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

D

Failure to make payment within the credit period referenced above will invoke an assessment for liquidated damages under item 135 herein.

E

Checks received in payment of freight charges, which are returned to carrier by the bank because of insufficient funds, will be assessed 5% of the bad check amount, subject to a minimum charge of \$50.00. This charge will be in addition to other applicable charges on the transaction, including possible late payment penalties (Item 135).

Item 135

FAILURE TO MAKE TIMELY PAYMENT OF CHARGES

A

Carrier must receive full payment of freight charges within 30 days from the original invoice date to avoid payor being charged as assessment of liquidated damages in an amount equal to 135% of the open receivable.

B

The filing of a cargo or other claim against carrier will not release a payor from the responsibility for payment of freight charges.

C

Expenses incurred for use of legal counsel to collect charges will be the payor's responsibility.

D

Provisions of this rule do not change in any way the carrier's obligation to collect nor the freight charge payor's obligation to pay applicable charges within the contractual or legislated terms allowed in compliance with D.O.T. 49 CFR Part 377 and the credit period stated in Item 130. This rule establishes a condition precedent for the application of the special pricing provisions described in Paragraph "A" above.

ATTACHMENTS AND STATEMENT OF CHARGES (See Note 1)

Copies of bills:

When payer of freight or other lawful charges required or requests, as a prerequisite to payment, at the option of carrier, the following will apply.

- 1) The return of any part of a bill of lading set or copies thereof, other than one shipper furnished copy (Note 1), a charge of \$2.00 for each such document or copy will be made; or
- 2) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statement of charges, a charge of \$.30 (cents) per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$2.00 per page, per copy, will be made; or
- 3) Any forms or copies of forms, to be submitted with freight bills or statement of charges, a charge of \$2.00 for each such form or copy will be made; or
- 4) That proof of delivery be furnished in any form, a charge of \$5.00 for each such document for copy will be made.

Note 1-When the shippers Bill of Lading is to be returned as a prerequisite for payment, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

PICK UP AND/OR DELIVERY SERVICE

Requirements:

A

Except as otherwise provided, rates include one pick up and delivery or one tender for delivery of a shipment by the carrier.

Placement of vehicle for loading or unloading:

B

At the request of the consignor or consignee, the carrier will furnish and place a vehicle at loading site designated by the consignor or consignee for the pick up or delivery of shipment.

Loading:

C

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle. Loading includes stowing and counting the freight in or on the carrier's vehicle.

Unloading:**D**

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. unloading includes the counting and the removal of the freight from the position in which it is transported in or on the carrier's vehicle.

Restrictions on loading or unloading by carrier:**E**

Loading or unloading services do not include assembling, packing, unpacking dismantling, inspecting, sorting, or segregating freight. Loading or unloading services do not include the furnishing of any rigging or special loading or unloading equipment by the carrier.

Loading by consignor or unloading by consignee:**F**

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing, at his own expense and risk, the loading or unloading of the shipment on or from the carrier's vehicle.

Waiver of delivery receipt:**G**

When consignor or consignee's have made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receive the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

Item 160

GUARANTEED DELIVERY SERVICE

Guaranteed delivery service:

When the shipper requests guaranteed delivery service and the carrier agrees, the following provisions will apply:

- 1) A notation, substantially as shown below, must be made on the bill of lading "Guaranteed delivery service, deliver on _____." This date can not exceed the normal delivery standards without prior agreement.
- 2) Guaranteed delivery service charges will be 1.5 times the class rates. (See Item 100), subject to a minimum charge of \$150.00. No discounts will apply on any guaranteed delivery service.

Item 170

CARRIERS RIGHTS

Improper packaging:

A

Carrier reserves the right to refuse to transport those shipments, which lack sufficient packaging to protect the merchandise from the normal hazards and handling of less than truck load transportation.

Impracticable operation:

B

Carrier reserves the right to refuse to perform any pick up and/or delivery at any site From which or to which it is impracticable to operate vehicles because of:

- 1) The conditions of the roads, streets, driveways, alleys, or approaches thereto.
- 2) Inadequate loading or unloading facilities.
- 3) Riots, acts of God, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehensions of danger to persons or property.

Valued Shipments:

C

Carrier reserves the right to refuse to transport any shipment with a value equal to or greater than \$5.00 per pound or greater than \$50,000.00 in total value.

Item 180

MAXIMUM CARRIER LIABILITY

Limitation of carrier's liability:

A

Except as otherwise provided herein, carrier's liability for cargo loss or damage shall be limited to a maximum of \$5.00 per pound, per article, but not to exceed \$50,000.00 per shipment.

When a plastic shrink wrapped skid is delivered intact, the plastic wrap unbroken, carrier shall assume no liability for loss or damage discovered therein either at delivery or after delivery has been performed.

Carrier will not accept liability on any cost or penalties arising from late deliveries (unless the delivery has been guaranteed, Item 160.

No liability for special, incidental or consequential damages and carrier disclaims all warranties.

In no case will BAHF's liability exceed value as shown on the shipping order or bill of lading or invoice value, whichever is less. Corrected bills of lading will not be accepted which would add or change the declared or actual values.

If the shipper does not properly describe the freight on the bill of lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

Used Machinery:

B

Commodities described in items 114000 thru 133454 (used machinery or parts) of the NMFC, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding \$1.00 per pound, but not to exceed \$10,000.00 per shipment. In the event of loss and/or damage to any shipment, BAHF's liability will not exceed \$1.00 per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation such items will be considered to be released by the shipper at a value of \$1.00 per pound, per item, per package, per shipment. Failure of the consignor (shipper) to declare that a commodity is "used" shall not alter the application of this item.

NOTE A: Not applicable on commodities name in the NMFC 100 Series which provide for specific released value provisions.

Lighting

C

Commodities described in items 10950 thru 109610 (Lightbulbs, etc) of the NMFC, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound. In the event of loss and/or damage to any shipment, BAHF's liability will not exceed 10 cents per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation such items will be considered to be released by the shipper at a value of 10 cents per pound, per item, per package, per shipment. Failure of the consignor (shipper) to declare that a commodity is "used" shall not alter the application of this item.

NOTE A: Not applicable on commodities named in the NMFC 100 series which provide for specific released value provisions.

Used Articles

D

Commodities, other than new or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 50 cents per pound. In the event of loss and/or damage to any shipment, BAHF's liability will not exceed 50 cents per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation such items will be considered to be released by the shipper at a value of 50 cents per pound, per item, per package, per shipment. Failure of the consignor (shipper) to declare that a commodity is "used" shall not alter the application of this item.

NOTE A: Not applicable on commodities name in the NMFC 100 Series which provide for specific released value provisions.

NOTE B: Provisions named in this item will NOT apply when the provisions of Item 180-B have application

Plasma Television or Projection Sets

E

Commodities described in items 63321 thru 63325 of the NMFC will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding \$5.00 per pound. In the event of loss and/or damage to any shipment, BAHF's liability will not exceed 10 cents per pound. Should commodities as described in this item be inadvertently accepted for transportation such items will be considered to be released by the shipper at a value of 10 cents per pound, per item, per package, per shipment. Failure of the consignor (shipper) to declare that a commodity is "used" shall not alter the application of this item.

Used Auto Parts

F

Commodities described in items 17800 thru 20140 (automobile parts) of the NMFC, other than new or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound. In the event of loss and/or damage to any shipment, BAHF's liability will not exceed 10 cents per pound for the portion of a shipment actually lost or damaged. Should commodities as described in this item be inadvertently accepted for transportation. Such items will be considered to be released by the shipper at a value of 10 cents per pound, per item, per package, per shipment. Failure of the consignor (shipper) to declare that a commodity is "used" shall not alter the application of this item.

NOTE A: Not applicable on commodities named in the NMFC 100 series which provide for specific released value provisions.

Item 190

COLLECT ON DELIVERY (COD) SHIPMENTS

Requirements for COD:

A

Unless otherwise provided, collect on deliver (COD) shipments will be accepted subject to the following provisions.

- 1) Shipment must be tendered on a bill of lading.
- 2) The letters "COD" must be stamped, typed, or written on the bill of lading immediately before the name of consignee, or in red letters at least (1) inch in height with thickness of stroke $\frac{1}{4}$ inch thick or greater must be stamped or printed across the face of the bill of lading. Failure to meet these requirements will release carrier from any liability for failure to collect COD amount.
- 3) Only one COD amount may be shown on any one bill of lading at a time.

- 4) The complete company name and street and post office address of consignor and consignee must be show on the bill of lading.
- 5) Each package must be plainly marked, labeled, or tagged by consignor showing the letters COD, and the name and address of consignor or consignee.
- 6) COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on the bill of lading.
- 7) COD shipments will not be accepted or receipted for, when billed to one firm or person, with instructions to collect charges from another firm or person.
- 8) COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instruction to make partial delivery. Carrier is responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation of 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. Carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.
- 9) Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located.
- 10) The amount of COD bills for COD shipments must be collected at time such shipments delivered to the consignee.
- 11) The following forms of payments will be accepted: *cash; personal check of the consignee; company check of the consignee*. Consignor must state in writing or by endorsement on the bill of lading if consignor requires payment by the following methods; *bank cashier check; bank certified check; money order*. All checks and money orders shall be made payable to the consignor. The carrier will accept check and money order only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.
- 12) The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by shipper, providing notation to that effect is made by the shipper on the bill of lading. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to consignor.
- 13) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved by an interline service, the delivering carrier shall, at the time of remittance of the COD collection to the consignor or payee, notifies the originating carrier of such remittance. (See Note 1)
- 14) The delivering carrier shall maintain record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment: *Number and date of freight bill,*

address of consignee, Date shipment delivered, Amount of COD, Date collected by delivering carrier, Date remitted to payee, Check number or other identification of remittance to payee.

COD (collect on delivery) charges: B

The charges for the collection and remitting the amount of each COD bill to be collected on shipment is 4% of the COD amount, subject to a minimum charge of \$35.00.

Change or cancellation of COD: C

Any change in or cancellation of a COD from the consignor must be received in writing prior to the final delivery. A \$20.00 charge will be applied for any changes.

Note 1 – All C.O.D. collections will be remitted by first class mail.

Item 200

**PICK UP OR DELIVERY SERVICE
SATURDAY, SUNDAY, OR HOLIDAY
(Subject to Note 1)**

Saturday Pick up or delivery: A

When consignor or consignee request the carrier to pick up or deliver freight on Saturdays, such service will be subject to a charge of \$41.50 per man per hour, or fraction thereof, minimum charge \$332.00 per man per day. Such charge shall be in addition to all other applicable charges.

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

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

Sunday or holidays pick up or delivery: B

When consignor or consignee request the carrier to pick up or delivery of freight on Sundays or holidays, such services will be subject to a charge of \$75.00 per man per hour, or fraction thereof, minimum charge of \$600.00 per man per day. Such charge shall be in addition to all other applicable charges.

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

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

Note 1 – The provisions of this item shall not be construed as obligating the Carrier to furnish pick up or delivery service on Saturday, Sunday, or Holidays.

Item 210

BILL OF LADING – CORRECTED

Corrected Bill of Lading:

A

Any changes in the collection status, such as changes from “prepaid” to “collect”, “collect” to “prepaid” or to a “third party billing” a charge of \$14.95 per shipment will be charged. Such charge shall be in addition to all other applicable charges.

Collect to Prepaid:

B

A corrected Bill of Lading, manifest, shipping documents, or other written instruction from the shipper is necessary to change the freight charges from “collect” to “prepaid” and may be accepted only if received by the carrier with thirty (30) days from the date of the initial Bill of Lading, manifest, or other shipping document.

Prepaid to Collect:

C

A corrected Bill of Lading, manifest, shipping document, or other written instruction from the shipper is necessary to change the freight charges from “prepaid” to “collect” and will not be accepted once the shipment has been delivered unless the carrier has established credit with the consignee. Corrected bills or instructions must be received by the carrier with thirty (30) days from the date of the initial Bill of Lading, manifest or shipping documents. A corrected bill or other instruction will not be accepted if Section 7 (non-recourse clause) has been executed by the shipper.

Third party billing:

D

A corrected Bill of Lading, manifest, shipping document, or other written instruction from the shipper is necessary to change the freight charges to a third party billing. The change to third party billing will only be accepted if the notification is received from the shipper in writing within a period of thirty (30) days from the date of the initial Bill of Lading, manifest or shipping document, and if the new debtor has established credit with the carrier, and the original debtor guarantees payment of the freight charges, should the new debtor fail to pay.

Item 220

RECONSIGNMENT

Request for reconsignment:

A

Request(s) for reconsignment must be made or confirmed in writing. Instruction for diversion or reconsigned shipment must be by an authorized person of the consignor.

B

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

1. **DEFINITIONS OR RECONSIGNMENT OR DIVERSION:**
 - (a) For the purpose of this rule, the terms "reconsignment" and "diversion" are considered synonymous and the use of either will mean:
 - (b) A change in the name of the shipper or consignee.
 - (c) A change in the place of delivery within original destination point.
 - (d) A change in the destination point.
 - (e) Relinquishment of shipment at point of origin.

2. **CONDITIONS:**
 - (a) Requests for reconsignment must be made in writing or confirmed in writing. B&H must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. B&H will not accept disposition instructions printed on the Bill of Lading, Shipping Order, shipping label or container as authority to reship, return, or reconsign a shipment.
 - (b) B&H will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
 - (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed before reconsignment will be made.
 - (d) Entire shipments maybe reconsigned, not portions of shipments.
 - (e) An order for reconsignment of a shipment moving under uniform Order Bills of Lading will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
 - (f) Instructions for reconsignment of C.O.D. shipments will be accepted only from the shipper.
 - (g) Marking and Tagging (See Item 430).
 - (h) Reconsignment will not be permitted on shipments "In Bond".

3. **CHARGES**

Reconsignment as defined in Paragraph 1 will be subject to the following:

If reconsignment results in a change:	In the place of delivery within original destination service center area	In the destination point
Prior to tender of delivery	\$26.50 per shipment	Published rates to and From reconsignment points.
After tender of delivery	\$4.75 per cwt subject to a minimum charge of \$2.50 per shipment and a maximum charge of \$360.00 per shipment on shipments to points within original destination service center area.	Published rates to and from reconsignment points

NOTE A If the change in destination point is requested and instructions are received in time to effect the requested change at the reship center of B&H, the charge will be \$26.50 per shipment in addition to the applicable rates and charges from points of origin to the new destination.

NOTE B Where a request is made by shipper before a shipment has left B&H's reship center, for return of a shipment to the original place of shipment, or to relinquish possession thereof to shipper or to another carrier at B&H's reship center, such service, if performed, will be subject to a charge of \$4.75 per cwt with a minimum charge of \$42.50 per shipment and a maximum charge of \$360.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment

NOTE C Upon instructions received by B&H prior to receipt of a shipment at point of origin accompanied by a through Bill of Lading covering the shipment, B&H will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such a shipment will be subject to a charge of \$26.50.

NOTE D Shipments subject to the provisions of this item which require marking or tagging in order to comply with the provision of NMFC or when B&H is specifically requested to do so by the shipper or consignee will be marked or tagged by B&H, subject to marking or tagging charges.

NOTE E The provisions governing reconsignment "prior to tender for delivery" will apply only when B&H receives the request for reconsignment:
1. Before the shipment has been loaded on a delivery vehicle; or
2. Before the shipment has been dispatched for delivery.

Thereafter, the provision governing reconsignment "after tender of delivery" will apply.

NOTE F When shipper or consignee or its agent elects to accept shipment at B&H's reship center located at reconsignment point. Charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of \$3.71 per 100 lbs, subject to a minimum of \$26.50 and a maximum charge of \$371.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

Item 230

REDELIVERY

Redelivery:

A

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

- 1) A charge of \$4.00 per 100 (cwt) pounds, subject to a minimum charge of \$45.00 and a maximum charge of \$450.00 per shipment, will be made for each such

tender and for final delivery.

- 2) All charges accruing under this provision must be paid or guaranteed to satisfaction of the carrier by the party requesting redelivery before the shipment is redelivered.

Picked up at carrier's premises:

B

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. If in lieu of the final delivery at consignee's place, the consignee elects to accept delivery of the shipment at the carrier's premises, the following provisions will apply:

- 1) A charge of \$3.59 per 100 (cwt) pounds, subject to a minimum charge of \$27.75 And a maximum charge of \$260.00 per shipment, will be made.
- 2) All charges accruing under this provision must be paid or guaranteed to satisfaction of the carrier by the party requesting pick up before the shipment will be tendered.

Item 240

RETURN SHIPMENT

Return to origin of undelivered shipments:

When a shipment is tendered for delivery and through no fault of the carrier, and such undelivered shipment is returned to the initial shipper, the initial shipper will be subject to applicable rates and charges in effect from the return location and the date of the return shipment.

Item 250

SINGLE SHIPMENT CHARGE

A single shipment charge apply:

A single shipment of less than 500 pounds picked up at one time and place., unaccompanied by any other shipment from the same pick up site, will be subject to a charge of \$12.95 per shipment in addition to all other lawfully applicable charges. If a lower total charge results from rating the shipment as 500 pounds, this provision will not apply.

Item 260

POWER LIFT GATE SERVICE (Subject to Note 1)

Lift gate charges:

When upon request of the consignor or consignee, pick up or delivery service is Performed with the use of a hydraulic lift gate, the following rates and charges shall be Assessed in addition to all other lawfully applicable rates and charges.

- 1) A charge of \$3.50 cents per 100 (cwt) pounds, subject to minimum charge of \$83.00 and a maximum charge of \$210.00 per shipment, will be made for each such request.
- 2) All charges accruing under this provision must be paid or guaranteed to the satisfaction of the carrier by the party requesting such services.

Note 1 – The provisions of this Item shall not be construed as obligating the carrier to furnish lift gate service, this service is performed when such suitable vehicle equipped with such device and operator is available.

Item 270

NOTIFICATION

Notification charges:

Notification charges on shipment subject to LTL or AQ rates, a charge of \$20.00 per shipment will be assessed when the carrier is required by notification on the bill of lading to give telephone, telegram or written notice of arrival. Prepaid shipment will cause the consignor to be billed while on collect shipments the consignee will be billed.

INSIDE DELIVERY CHARGES

(See Note 1)

First floor inside delivery:**A**

When inside delivery is requested on the same floor level as accessible to the motor delivery truck, the charges will be \$4.45 per 100 (cwt) pounds, subject to a minimum charge of \$38.00.

Multiple level inside delivery:**B**

When an inside delivery is requested on a floor other than the floor accessible to the motor delivery truck, a charge of \$.95 cents per 100 (cwt) pounds, per additional floor, per shipment, subject to a minimum charge of \$9.50 per floor in addition to the first floor charges.

Note 1 – these charges are in addition to all other lawfully applicable rates (see Item 100) and charges.

STORAGE CHARGES

Storage:**A**

Undelivered freight and freight awaiting transportation, held in the carrier's possession by reason of an act or an omission of the consignor, consignee or owner, and through no fault of the carrier, will be considered stored and subject to the following storage provisions.

- 1) Storage charges on freight waiting transportation will begin at 7:00 A.M. of the business day after freight is received by the carrier. Storage charges on undelivered freight bill begins at 7:00 A.M. of the second business day after notice of arrival has been give. Storage charges will end at 7:00 A.M. of the day on which:
 - A) Action is taken by the consignor, consignee or other which enable the carrier to deliver or transport the freight.
 - B) The carrier exercised its right to send the freight to a public warehouse as provided in the bill of lading contract.
 - C) Any fraction of a day will be counted as a day.
 - D) Freight loaded on a truck, for the detention of which a charge is being made, will not be considered as stored.

Charges:

B

Freight stored in or on a carrier's premises or truck will be subject to the following charges:

- 1) The charge for storage will be charges at \$1.15 per 100 (cwt) pounds or fraction thereof, subject to a minimum charge of \$30.00 per shipment per day.
- 2) When the carrier excises its right to send a shipment to a public warehouse, a charge of \$2.50 per 100 (cwt) pounds, subject to a minimum charge of \$40.00 per shipment per day.

Item 300

EXCLUSIVE USE OF VEHICLE
(See note 1)

Exclusive use of vehicle:

A

Upon request by the consignor or consignee, the exclusive use of a freight carrying vehicle will be assigned to the transportation of a shipment subject to the following condition:

- 1) Only one freight carrying vehicle per shipment will be furnished, the excess will be made into a second shipment requiring a second bill of lading.
- 2) The order must be given in writing, attached and referred to or inserted in the bill of lading and shipping order, in substantially, the following form:

Exclusive use of vehicle requested, seal number (if any) _____ applies,
Charges are agreed to and will paid or guaranteed by _____
_____.

- 3) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without the breaking of seals (if any have been applied), except in cases of emergency, when the shipment will be given the exclusive use of the vehicle to which it is transferred.
- 4) The consignor may not execute the non-recourse stipulation of the bill of lading, and to this extent, Section 7 of the contract terms and condition of bill of lading will not apply.

Charges

B

Charges will be computed at the lawfully applicable rates and weight to the shipment without reference to this provision. Such charge shall be subject to a minimum charge as follows:

- 1) Minimum charge to be based upon 18,000 pounds, at class 100 rate (see Item 100) applicable between point of origin and destination. No discounts will apply on this provision.

Note 1 – When “charge” or minimum charge” as used in this rule means linehaul transportation charges and does not include accessorial charges of any kind which shall be assessed in addition thereto.

STOP OFF CHARGE

Stop off charge:

The initial pick up and final delivery are not subject to any stop off charges. Each stop for either partial loading, or partial unloading, will be subject to a stop off charge of:

- 1) \$119.00 per stop for not more than three stops.

If the shipment requires partial loading and partial unloading, separate stop off charge will apply to each partial loading and partial unloading.

HAZARDOUS MATERIAL CHARGE

Hazardous Material Charge:

In addition to the applicable rates (see Item 100) a charge of \$7.50 per shipment of hazardous material will be charged to each invoice.

FUEL SURCHARGE

Fuel Surcharge:

Fuel Surcharge is a charge in addition to the applicable rates (see Item 100), the fuel surcharge fluctuates with the cost of fuel. Use the scale in this item to calculate the applicable fuel surcharge at the time of shipping.

APPLICATION Except as otherwise provided, all rates and charges in tariffs governed by and subject to the provisions of this tariff are subject to an additional charge based on the percentage as provided in the following:

When the U.S. National Average Diesel Fuel Index is
Fuel Surcharge Will Be:

At Least		But Less Than		LTL	TL
191.0	cents	192.0	cents	10.0%	20.0%
192.0	cents	193.0	cents	10.1%	20.2%
193.0	cents	194.0	cents	10.2%	20.4%
194.0	cents	195.0	cents	10.3%	20.6%
195.0	cents	196.0	cents	10.4%	20.8%
196.0	cents	197.0	cents	10.5%	21.0%

197.0	cents	198.0	cents	10.6%	21.2%
198.0	cents	199.0	cents	10.7%	21.4%
199.0	cents	200.0	cents	10.8%	21.6%
200.0	cents	201.0	cents	10.9%	21.8%
201.0	cents	202.0	cents	11.0%	22.0%
202.0	cents	203.0	cents	11.1%	22.2%
203.0	cents	204.0	cents	11.2%	22.4%
204.0	cents	205.0	cents	11.3%	22.6%
205.0	cents	206.0	cents	11.4%	22.8%
206.0	cents	207.0	cents	11.5%	23.0%
207.0	cents	208.0	cents	11.6%	23.2%
208.0	cents	209.0	cents	11.7%	23.4%
209.0	cents	210.0	cents	11.8%	23.6%
210.0	cents	211.0	cents	11.9%	23.8%
211.0	cents	212.0	cents	12.0%	24.0%
212.0	cents	213.0	cents	12.1%	24.2%
213.0	cents	214.0	cents	12.2%	24.4%
214.0	cents	215.0	cents	12.3%	24.6%
215.0	cents	216.0	cents	12.4%	24.8%
216.0	cents	217.0	cents	12.5%	25.0%
217.0	cents	218.0	cents	12.6%	25.2%
218.0	cents	219.0	cents	12.7%	25.4%
219.0	cents	220.0	cents	12.8%	25.6%
220.0	cents	221.0	cents	12.9%	25.8%
221.0	cents	222.0	cents	13.0%	26.0%
222.0	cents	223.0	cents	13.1%	26.2%
223.0	cents	224.0	cents	13.2%	26.4%
224.0	cents	225.0	cents	13.3%	26.6%
225.0	cents	226.0	cents	13.4%	26.8%
226.0	cents	227.0	cents	13.5%	27.0%
227.0	cents	228.0	cents	13.6%	27.2%
228.0	cents	229.0	cents	13.7%	27.4%
229.0	cents	230.0	cents	13.8%	27.6%
230.0	cents	231.0	cents	13.9%	27.8%
231.0	cents	232.0	cents	14.0%	28.0%
232.0	cents	233.0	cents	14.1%	28.2%
233.0	cents	234.0	cents	14.2%	28.4%
234.0	cents	235.0	cents	14.3%	28.6%
235.0	cents	236.0	cents	14.4%	28.8%
236.0	cents	237.0	cents	14.5%	29.0%
237.0	cents	238.0	cents	14.6%	29.2%
238.0	cents	239.0	cents	14.7%	29.4%
239.0	cents	240.0	cents	14.8%	29.6%
240.0	cents	241.0	cents	14.9%	29.8%
241.0	cents	242.0	cents	15.0%	30.0%
242.0	cents	243.0	cents	15.1%	30.2%
243.0	cents	244.0	cents	15.2%	30.4%
244.0	cents	245.0	cents	15.3%	30.6%
245.0	cents	246.0	cents	15.4%	30.8%
246.0	cents	247.0	cents	15.5%	31.0%
247.0	cents	248.0	cents	15.6%	31.2%
248.0	cents	249.0	cents	15.7%	31.4%
249.0	cents	250.0	cents	15.8%	31.6%
250.0	cents	251.0	cents	15.9%	31.8%
251.0	cents	252.0	cents	16.0%	32.0%
252.0	cents	253.0	cents	16.1%	32.2%

253.0	cents	254.0	cents	16.2%	32.4%
254.0	cents	255.0	cents	16.3%	32.6%
255.0	cents	256.0	cents	16.4%	32.8%
256.0	cents	257.0	cents	16.5%	33.0%
257.0	cents	258.0	cents	16.6%	33.2%
258.0	cents	259.0	cents	16.7%	33.4%
259.0	cents	260.0	cents	16.8%	33.6%
260.0	cents	261.0	cents	16.9%	33.8%
261.0	cents	262.0	cents	17.0%	34.0%
262.0	cents	263.0	cents	17.1%	34.2%
263.0	cents	264.0	cents	17.2%	34.4%
264.0	cents	265.0	cents	17.3%	34.6%
265.0	cents	266.0	cents	17.4%	34.8%
266.0	cents	267.0	cents	17.5%	35.0%
267.0	cents	268.0	cents	17.6%	35.2%
268.0	cents	269.0	cents	17.7%	35.4%
269.0	cents	270.0	cents	17.8%	35.6%
270.0	cents	271.0	cents	17.9%	35.8%
271.0	cents	272.0	cents	18.0%	36.0%
272.0	cents	273.0	cents	18.1%	36.2%
273.0	cents	274.0	cents	18.2%	36.4%
274.0	cents	275.0	cents	18.3%	36.6%
275.0	cents	276.0	cents	18.4%	36.8%
276.0	cents	277.0	cents	18.5%	37.0%
277.0	cents	278.0	cents	18.6%	37.2%
278.0	cents	279.0	cents	18.7%	37.4%
279.0	cents	280.0	cents	18.8%	37.6%
280.0	cents	281.0	cents	18.9%	37.8%
281.0	cents	282.0	cents	19.0%	38.0%
282.0	cents	283.0	cents	19.1%	38.2%
283.0	cents	284.0	cents	19.2%	38.4%
284.0	cents	285.0	cents	19.3%	38.6%
285.0	cents	286.0	cents	19.4%	38.8%
286.0	cents	287.0	cents	19.5%	39.0%
287.0	cents	288.0	cents	19.6%	39.2%
288.0	cents	289.0	cents	19.7%	39.4%
289.0	cents	290.0	cents	19.8%	39.6%
290.0	cents	291.0	cents	19.9%	39.8%
291.0	cents	292.0	cents	20.0%	40.0%
292.0	cents	293.0	cents	20.1%	40.2%
293.0	cents	294.0	cents	20.2%	40.4%
294.0	cents	295.0	cents	20.3%	40.6%
295.0	cents	296.0	cents	20.4%	40.8%
296.0	cents	297.0	cents	20.5%	41.0%
297.0	cents	298.0	cents	20.6%	41.2%
298.0	cents	299.0	cents	20.7%	41.4%
299.0	cents	300.0	cents	20.8%	41.6%

For each one cent increment (or portion thereof), over 299.9 cents, increase the LTL fuel surcharge an additional 0.1 percentage points and the TL fuel surcharge an additional 0.2 percentage points.

DETENTION

Detention with power:

When the delay per vehicle beyond free time as scheduled in Item 350 is 1 hour or less, the charge will be \$75.00. Each additional 30 minutes, or fraction thereof will be charge at the rate of \$37.50.

Detention without power:

Spotted trailers will be allowed 24 consecutive hours of free time for loading and unloading. The charges for the following hours after the first 24 consecutive hours are as follows:

- 1) For each of the first and second 24 consecutive hours, or fraction thereof will be charged \$37.00 (see Note 1).
- 2) For each of the third and fourth 24 consecutive hours, or fraction thereof will be charged \$52.00 (see Note 1).
- 3) For the fifth and each succeeding 24 hour period or fraction thereof will be charged \$74.00 (see Note 2).

Note 1 – Saturdays, Sundays and holidays excluded

Note 2 – Saturdays, Sundays and holidays included

FREE TIME

Free time calculation:

Free time is the time provided to the consignor or consignee before the detention fees begin. Listed below is the free time for the following; detention with power, vehicle used in transporting overflow shipments, or to vehicles containing truckload shipments topped for completion of loading or partial unloading.

Actual weight in pounds	Free time in minutes per vehicle
<u>Per vehicle stop:</u>	<u>per vehicle stop:</u>
Less than 10,000	120
10,000 but less than 20,000	150
20,000 but less than 28,000	180
28,000 but less than 36,000	210
36,000 but less than 44,000	240
44,000 or more	270

SORT AND SEGREGATE CHARGES

Sort and segregate charges:

Upon written request of the consignee at time of delivery, sort and segregation of product will be performed, at a charge of \$1.55 per 100 (cwt) pounds, subject to a minimum charge of \$20.00. This charge will be assessed to the consignee.

RESIDENTIAL PICK UP OR DELIVERY (See Note 1)

General application

A

The provision shown below apply only when the shipper or consignee of a shipment are located at a private residence, apartment, camp (including military installations), church, country club, estate, farm rectory, construction site, or school hereafter referred to collectively as "residential".

Bill of lading:

B

On shipments requiring residential delivery, shipper shall state on shipping order or bill of lading that residential delivery is required. The shipper should also state name and telephone number and full address of the party to contact to arrange delivery. Failure by the shipper to include the information noted above or the shipper's failure to indicate residential delivery on the bill of lading will not relieve the shipper of paying the residential delivery service charges as outlined in this item.

Arrival notice:

C

Before tender of delivery is initially attempted, carrier will provide notice of arrival by telephone or U.S. mail, and reach a mutual arrangement for delivery.

Arrangement for delivery:

D

The carrier's arrival notice shall ask consignee for a satisfactory delivery date and shall advise the consignee of the following:

- 1) That shipment is immediately available for pick up at carrier's service center if desired.
- 2) The carrier's next delivery schedule for the delivery area involved.
- 3) The delivery requirements of the shipment, including:
 - A) The shipment weight, its packaging and freight payment requirements.

- B) Extra charges applicable under this provision in section (3) of this Item, including extra charges applicable when consignee request delivery at positions not immediately adjacent to vehicle (see Item 280 – INSIDE DELIVERY CHARGES).
- C) Any such information that might assist advance planning on the part of consignee and facilitate delivery.

Charges:

E

Shipment picked up from or consigned to residential location will be subject to the following additional charges:

Shipments tendered for delivery to or picked up at a residential location, by the carrier will be assessed a charge of \$4.30 per 100 (cwt) pounds, subject to a minimum charge of \$43.00.

Unless residential delivery service has been requested on the bill of lading and charges are prepaid, the additional charges provided herein will be the responsibility of the consignee.

Renotification, redelivery:

F

When the carrier complies with the provision's in Section (C) and (D) of this Item and the fault of the consignee is unable to tender delivery as scheduled, a charge for the renotification of \$9.95 per shipment will be assessed in addition to the applicable charges for undelivered freight and redelivery as provided in Item 230 (REDELIVERY) of this Transportation Service Guide.

Payment of extra charges:

G

Charges for services described in Section (E) of this Item will be collected from the consignee unless consignor specifically requests such service on the bill of lading and the charges are prepaid.

Note 1 – On shipments involving “stop off charge” the charges in the provision will apply to each portion of the shipment delivered to a Residential delivery.

Item 390

CONVENTION/EXHIBITION DELIVERY RULE
(see Note 1 & 2)

Convention/Exhibition delivery rule:

Shipments delivered or picked up from exhibition or show sites, or facilities thereof will, in addition to all other applicable charges, be subject to the following provisions:

- 1) Shipment will be rated at applicable Class 100 rates (see Item 100). Discount and/or allowance provisions on file with carrier are not applicable on shipments subject to this Item.

- 2) All charges subject to this Item must be prepaid.
- 3) Shipment will be subject to a minimum additional delivery fee of \$34.00 per shipment.

Item 400

CONSTRUCTION SITES DELIVERY RULE (See Note 1)

Construction site delivery:

The provisions shown below apply only when the shipper or consignee of a shipment is located at a construction site. The term "Construction Site" shall be defined as the site of any construction of building, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouse, depots supply houses or similar facilities) located on such property.

Shipments delivered to construction sites will, in addition to all other applicable charges, be subject to a charge of \$35.95 per shipment.

Item 400

MARKING OR TAGGING FREIGHT

Marking or tagging freight:

Carrier will at the request of the shipper or consignee, change or alter according to instruction, the markings or tags on any packages or pieces of freight subject to a charge of \$3.00 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum of \$15.00 per shipment.

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

Item 420

INTERLINE APPLICATIONS

Interline applications:

When any shipment originates in B&H Freight Line, Inc., scope of operation and the Final delivery is out of B&H's scope of operation and shipment is tendered to an Interline Carrier, the provisions in this B&H rules tariff will apply.

When any shipment originates from an Interline carrier and tendered to B&H Freight Line, Inc. for final delivery, unless otherwise agreed upon by the Interline contract, the provisions of this Rules Tariff will apply.

Item 450

ADVANCED CHARGES

Advance charges:

The nature of charges to be advanced must be stated on the bill of lading, manifest or shipping document at time of shipment.

The charge for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper providing notation to that effect is made by the shipper on the bill of lading, manifest or shipping document. This item does not include the advancing of broker's fees on inbound shipments moving from a place in a foreign country to another country and transported through the United States.

The charge for advancing monies as described above will be 5% of the charges advanced subject to a \$25.00 per shipment minimum charge.

Item 460

FREEZABLE POLICY (See Note 1)

Freezable policy:

Freezable shipments will be accepted from March 15th through November 15th daily. Freezable shipments shipped from November 16th through March 14th will be accepted as follows:

- 1) Next day shipments will be accepted Monday through Thursday.

Note 1 - Freezable shipments shipped from November 16th through March 14th are at discretion of the Reship Center Manager based on the weather forecast.

Item 461

WEIGHING AND INSPECTION OF PROPERTY

Weighing and Inspection of Property:

If the description or other information contained on the bill of lading is incomplete or is believed to be incorrect, the carrier or carrier's agent will take necessary actions to determine the correct information.

Actions may include: reweighing product to determine gross weights, inspection of the product, computations on density or other such actions necessary to properly establish facts regarding the shipment characteristics.

When an inspection by carrier results in a reclassification of the contents of the shipment and the change results in an additional net freight charge of 10% of revenue or more, a charge of:

\$16.00 per shipment will be applied.

The charge shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable charges.

The charge will not apply if the minimum weight or minimum charge in any of the following rules is used to determine final charges:

1. Capacity Load minimum charge.
2. Cubic Capacity and Density minimum charge.
3. Over Dimension minimum charge.

Carrier reserves the right to verify shipment weight and make adjustments as necessary by use of electronic portable scales. Carrier verifies that such scales are "for trade" and meet all local and state laws regarding accurate weight within 1% tolerance of actual weight.

If the weight determined by the carrier exceeds 10% from the original weight on the bill of lading, a charge of: \$10.00 per shipment will be made for verifying the correct weight. Shipments tendered to carrier with no weight shall be exempt from this provision.