

TARIFF
UPPN 125-B



MC 145804

RULES OF TRANSPORTATION AND SPECIAL SERVICES

**APPLYING BETWEEN
POINTS IN
THE UNITED STATES**

**PROVISIONS NAMED HEREIN WILL APPLY ON DOMESTIC AND FOREIGN
COMMERCE**

FOR GOVERNING PUBLICATIONS SEE ITEM 100

Effective: September 28, 2020

**P. O. Box 207
Iron Mountain, Michigan 49801**

Effective Date: 05/11/20

ITEM INDEX

Issue Date: 05/11/20

Item Title: INDEX

SUBJECT	ITEM
Advancing Charges	300
Application of Classes – Artificial Construction of Density To Obtain A Lower Class	171
Application of Unconditional Guarantee Provisions	996
Application of Equipment Rental	167
Application of Chicago, IL rates	120
Application of Milwaukee Metro rates	123
Application of Twin Cities, MN rates	126
Arrival Notice & Undelivered Freight	345
Authority	10
Bills of Lading – Corrected	310 *
Bill Of Lading, Freight Bills & Statements Of Charges (Exception)	360-2
Blind Shipment Fee	998 *
California Compliance Surcharge	380
Capacity Loads	390
Classification of Articles	420
Classification Of Hazardous Articles	421
Classification of Combined Articles	422
C.O.D. Shipments	430 *
Collection of Delinquent Charges	742
Consecutive Numbers	455
Canadian Origin/Destination and other Combination Of Rates	436
Correction of Interline Freight Bill Terms	433
COVID-19 Pickup and Delivery Guidelines	571-5
Credit and Collection of Charges	435
Customs or In Bond Freight	480
Customs Processing Fee	762
Dedicated Equipment and Driver	470
Definitions and Explanation of Terms	115
Detention - LTL or AQ shipments - With power units	502
Detention - Truckload Shipments - Vehicles With Power Units	500
Detention - Vehicles without power units	501
Diversion - Motor To Air Transportation	517
Drummond Island & Ferry Charges	519
Equipment	521
Exclusive Use of Trailer	520
Exempt Commodities	525
Expedited Service Charges	993
Explanation of Reference Marks	9999
Extra Labor - Loading or Unloading	560
Fork Lift Service	751
Freight, All Kinds (FAK) - Application	565
Fuel Related Increase	601
Guaranteed AM Service	468
Guaranteed PM Service	469

Effective Date: 05/11/20

ITEM INDEX

Issue Date: 05/11/20

Item Title: INDEX

SUBJECT

ITEM

Governing Publications	100
Handling Freight at Positions not Immediately Adjacent to Vehicle	566*
Heavy or Bulky Articles, Loading or Unloading	568
Heavy or Bulk Freight, Loading or Unloading	750
Identifying Shipments	555
Impracticable Operations	569
Liability of Carriers	571
Liftgate Service	572 *
Limited Access Delivery	755 *
Loading By Consignor - Unloading by Consignee	578
Marking or Tagging Freight - Changing Markings or Tags	580
Maximum Charges	595
Maximum Weights - Pup or Doubles Trailer	597
Minimum Charge - Density	611
Minimum Charge - Household Goods Or Personal Effects	610
Mixed Shipments - LTL or AQ	640
Mixed Volume or Mixed Truckload Shipments	645
NMFC Description Headings	160
Non-Commercial "Private Residences": Pickup or Delivery	753*
Notification Prior to Delivery	647*
Over Dimension Freight	670
Over Dimension Freight – Excessive Length	997*
Packing Requirements	680
Pallets, Platforms or Skids	710
Payment Identification	745
Payment of Freight Charges	720
Pickup or Delivery Service	748
Pickup or Delivery at Conventions, Show Sites, Fairs & Traveling Shows	756
Pickup or Delivery at Mine Sites	758
Pickup or Delivery Service - Saturdays, Sundays or Holidays	754
Postmaster or Post Office Consigned Shipments	882
Precedence and Application of Rules	190
Precedence of Rates	765
Prepayment of Guarantee of Charges	770
Prepayment on Shipments To Chautauquas, Exhibitions, Or Fairs	776
Prepayment, Partial	778
Protective Service –(Protect from Freezing)	810
Prohibited or Restricted Articles	780
Quotation of Estimated Charges	165

Effective Date: 11/01/18

ITEM INDEX

Issue Date: 11/01/18

Item Title: INDEX

Subject	ITEM
Reconsignment or Diversion	820
Re-Delivery	830
Reference to Classifications, Tariffs or Portions Thereof	845
Refund and Incentive Refund Discounts - Application Of	766
Released or Actual Value Conditions	849
Returned Check, Charge For	721
Returned Undelivered Shipments	865
Roadside Deliveries	870
Scheduling of Loading or Unloading	503
Security Service Requirements	875
Shipments of Extraordinary Value –CANCELLED	782
Shipment Reweigh and Weight Verifications	992*
Single Shipment Charges on Pickups of less than 500 pounds	885
Sorting or Segregating Shipments	887
Split Pickups LTL	905
Split Pickups or Deliveries of Truckload or Volume Shipments within Continuous Plant Property	752
Stop-offs - Partial Loading or Partial Unloading	900
Storage	910
Straight or Mixed Shipments	918
Supplying Documents for Bills of Lading, Freight Bills (Addition)	360
Tariff Application	105
Third Party Collection of Charges	440
Tolls or Telegrams, Teletype and Telephone Messages	957
Transfer of Lading	959
Transportation of Hazardous Materials	963*
Traveling Shows	776
Truck or Vehicle Definition	110
Un-Named Points	940
Valuation on Commodities	848
Vehicle Furnished but not Used	985
Weights - Gross Weights and Dunnage	995
Weights - Overweight Fines and Related Expenses	994

Effective Date: 11/01/18

ITEM INDEX

Issue Date: 11/01/18

Item Title: INDEX

SUBJECT

ITEM

Governing Publications	100
Handling Freight at Positions not Immediately Adjacent to Vehicle	566
Heater or Refrigerator Service	810
Heavy or Bulky Articles, Loading or Unloading	568
Heavy or Bulk Freight, Loading or Unloading	750
Identifying Shipments	555
Impracticable Operations	569
Liability of Carriers	571
Liftgate Service	572
Limited Access Delivery	755
Loading By Consignor - Unloading by Consignee	578
Marking or Tagging Freight - Changing Markings or Tags	580
Maximum Charges	595
Maximum Weights - Pup or Doubles Trailer	597
Minimum Charge - Density	611
Minimum Charge - Household Goods Or Personal Effects	610
Mixed Shipments - LTL or AQ	640
Mixed Volume or Mixed Truckload Shipments	645
NMFC Description Headings	160
Non-Commercial "Private Residences": Pickup or Delivery	753
Notification Prior to Delivery	647
Over Dimension Freight	670
Packing Requirements	680
Pallets, Platforms or Skids	710
Payment Identification	745
Payment of Freight Charges	720
Pickup or Delivery Service	748
Pickup or Delivery at Conventions, Show Sites, Fairs & Traveling Shows	756
Pickup or Delivery at Mine Sites	758
Pickup or Delivery Service - Saturdays, Sundays or Holidays	754
Postmaster or Post Office Consigned Shipments	882
Precedence and Application of Rules	190
Precedence of Rates	765
Prepayment of Guarantee of Charges	770
Prepayment on Shipments To Chautauquas, Exhibitions, Or Fairs	776
Prepayment, Partial	778
Prohibited or Restricted Articles	780
Quotation of Estimated Charges	165

Effective Date: 11/01/18

ITEM INDEX

Issue Date: 11/01/18

Item Title: INDEX

Subject	ITEM
Reconsignment or Diversion	820
Re-Delivery	830
Reference to Classifications, Tariffs or Portions Thereof	845
Refund and Incentive Refund Discounts - Application Of	766
Released or Actual Value Conditions	849
Returned Check, Charge For	721
Returned Undelivered Shipments	865
Roadside Deliveries	870
Scheduling of Loading or Unloading	503
Security Service Requirements	875
Shipments Twenty Feet in Length or longer	997
Shipments of Extraordinary Value –CANCELLED	782
Shipment Reweigh and Weight Verifications	992
Single Shipment Charges on Pickups of less than 500 pounds	885
Sorting or Segregating Shipments	887
Split Pickups LTL	905
Split Pickups or Deliveries of Truckload or Volume Shipments within Continuous Plant Property	752
Stop-offs - Partial Loading or Partial Unloading	900
Storage	910
Straight or Mixed Shipments	918
Supplying Documents for Bills of Lading, Freight Bills (Addition)	360
Tariff Application	105
Third Party Collection of Charges	440
Tolls or Telegrams, Teletype and Telephone Messages	957
Transfer of Lading	959
Transportation of Hazardous Materials	963
Traveling Shows	776
Truck or Vehicle Definition	110
Un-Named Points	940
Valuation on Commodities	848
Vehicle Furnished but not Used	985
Weights - Gross Weights and Dunnage	995
Weights - Overweight Fines and Related Expenses	994

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 10

Issue Date: 01/05/00
Item Title: AUTHORITY

Provisions named in this tariff are limited in their application to shipments moving in interstate, intrastate and foreign commerce to the extent of the operating rights set forth in certificates of carrier specified below.

Name and Address of Carrier	Certificate Number	SCAC
US SPECIAL DELIVERY, Inc. 821 East Boulevard Iron Mountain, Michigan 49801	MC 145804	UPPN

Effective Date: 01/05/00**ITEM 100****Issue Date: 01/05/00****Item Title: GOVERNING PUBLICATIONS**

Except as otherwise provided herein this tariff is governed by the following described publications and by supplements thereto or successive reissues thereof.

Nomenclature	Issuing Agent	Tariff Number
Classification	NMFTA	NMFC 100 Series
Hazardous Materials	ATA	ATA 111
Operating Rights	UPPN	UPPN 100
Fuel Related Increases	UPPN	UPPN 125
Motor Carrier Freight Claim Rule Book	NFCSC	
Claim Rule Book		
Provisions & Allowances	UPPN	UPPN 600
Rating, class	UPPN	UPPN 500
Exempt Commodities	UPPN	UPPN 125

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 105

Issue Date: 01/05/00

Item Title: TARIFF APPLICATION

Unless otherwise provided herein, the rules in this tariff apply only on traffic governed by tariffs making reference hereto.

Effective Date: 01/05/00

ITEM 110

Issue Date: 01/05/00

Item Title: TRUCK OR VEHICLE DEFINITION

(Exception to Section 2 of NMFC Item 110)

A “Truck” or “Vehicle” means:

(A) Any one truck or one vehicle which is self-propelled, or

(B) Any one vehicle, which must be towed by a power unit (See Note 1) and used on highways in the transportation of property.

(C) The term “pup” means a trailer 34 feet or less in length.

NOTE 1 - When two or more vehicles as defined in (b) are towed by one power unit they shall be considered as two or more vehicles.

Effective Date: 01/01/16

ITEM 115

Issue Date: 01/01/16

Item Title: DEFINITIONS AND EXPLANATION OF TERMS

1. DEFINITION OF BUSINESS HOURS.

The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

2. DEFINITION OF BUSINESS DAY.

The term "Business Day" means the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday excluding Holidays.

3. DEFINITION OF A SHIPMENT.

A shipment is a quantity of freight received from one shipper, at one point of origin, at one time, for one consignee, at one destination, covered by one bill of lading and occupying no more than 45 feet of a trailer and/or weighing no more than 45,000 pounds. Any excess will be rated as a separate shipment.

4. DEFINITION OF HOLIDAYS.

The term "Holiday" means:

New Years Day

Memorial or Decoration Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Thanksgiving Day (Generally the last Thursday in November)

The day after Thanksgiving

Christmas Eve Day (December 24)

Christmas Day (December 25)

Or any other day generally observed as a holiday by the carrier at the point where the service is performed. When such holiday falls on Sunday, the following Monday shall be considered as a holiday.

5. GENERAL DEFINITIONS.

The following definitions will apply when such terms are used in this tariff or in tariffs governed by the tariff.

When different definitions are provided for the same terms in connection with rates, ratings, rules or other provisions, such definitions will take precedence.

A. An Any Quantity (AQ) rate or rating is one which is specifically designated AQ.

B. A Less Than Truckload (LTL) rate or rating is one which is applicable to a quantity of freight less than the truckload or volume minimum specified.

C. A Truckload (TL) or Volume rate or rating is one which is specifically designated truckload or volume or is subject to a truckload or volume minimum weight. Except as otherwise specifically provided, such rates, ratings and minimum weights do not necessarily reflect complete utilization of the full capacity of vehicles, and are not to be construed as affording shipper exclusive use of such partially filled vehicles.

D. Except as otherwise specifically provided, the term "import" or "import traffic" shall be understood as meaning any traffic having a prior movement from a foreign country.

E. Except as otherwise specifically provided, the term "export" or "export traffic" shall be understood as meaning any traffic having a subsequent movement to a foreign country.

Effective Date: 01/01/16**ITEM 115****Issue Date: 01/01/16****Item Title: DEFINITIONS AND EXPLANATION OF TERMS****6. Jurisdiction:**

Exclusive jurisdiction for all civil actions arising out of transportation services provided by US Special Delivery including but not limited to actions arising from alleged damages to cargo and collection actions shall be either the state (Dickinson County) or federal (Marquette County) courts in the State of Michigan. If any party files a legal action in contravention of the foregoing sentence, US Special Delivery shall be entitled to collect its reasonable attorney fees and costs associated with enforcing the foregoing sentence regardless of the ultimate outcome of the legal action. Shipper, consignee, third party, ultimate debtor or any agent of any of these parties, by tendering freight to Carrier or by being a party to the same shipment transaction in any way whatsoever, hereby consents to the personal jurisdiction of the state (Dickinson County) or federal (Marquette County) courts of the State of Michigan. Laws of the State of Michigan shall apply to all contract or services disputes relating to indemnity by the Carrier.

Effective Date: 12/13/04

ITEM 120

Issue Date: 12/13/04
 Item Title: APPLICATION OF CHICAGO, IL RATES

EXCEPT AS OTHERWISE PROVIDED IN SPECIFIC RATE ITEMS, RATES FROM OR TO CHICAGO, IL 60601-99 WILL ALSO APPLY FROM OR TO THE FOLLOWING POINTS: (SEE NOTE 1)

ABBOTT PARK, IL 60064	DIXMOOR, IL 60406	ITASCA, IL 60143	PHOENIX, IL 60426
ADDISON, IL 60101	DOLTON, IL 60419	JUSTICE, IL 60458	POSEN, IL 60469
ALSIP, IL 60658	EAST CHICAGO, IN 46312	LAGRANGE PARK, IL 60525	PROVISO, IL 60607
ARGO, IL 60501	EAST HAZEL CREST, IL 60429	LA GRANGE, IL 60525	RIVER FOREST, IL 60305
ARLINGTON HEIGHTS, IL 60004	ELK GROVE VILLAGE 60004-09	LAKE BLUFF, IL 60044	RIVER GROVE, IL 60171
BEDFORD PARK, IL 60499	ELMHURST, IL 60126	LAKE FOREST, IL 60045	RIVERDALE, IL 60627
BELLWOOD, IL 60025	ELMWOOD PARK, IL 60635	LAKE ZURICH, IL 60047	RIVERSIDE, IL 60546
BENSENVILLE, IL 60106	ENGELWOOD, IL 60621	LANSING, IL 60438	ROBBINS, IL 60472
BERKELEY, IL 60162	EVANSTON, IL 60201-04	LIBERTYVILLE, IL 60048	ROLLING MEADOWS, IL 60008
BERWYN, IL 60402	EVERGREEN PARK, IL 60642	LINCOLNWOOD, IL 60645	ROSEMONT, IL 60018
BLUE ISLAND, IL 60406	FOREST PARK, IL 60130	LYONS, IL 60534	SCHILLER PARK, IL 60176
BRIDGEVIEW, IL 60455	FOREST VIEW, IL 60405	MANNHEIM, IL 60131	SKOKIE, IL 60076-77
BROADVIEW, IL 60153	FRANKLIN PARK, IL 60131	MARKHAM, IL 60426	SOUTH CHICAGO, IL 60617
BROOKFIELD, IL 60513	GARY, IN 46401-40	MAYWOOD, IL 60153	SOUTH HOLLAND, IL 60473
BUFFALO GROVE, IL 60089	GLENCOE, IL 60022	McCOOK, IL 60525	STEGER, IL 60475
BURBANK, IL 60459	GURNEE, IL 60031	MELROSE PARK, IL 60160-64	STICKNEY, IL 60402
BURNHAM, IL 60633	GLENVIEW, IL 60025	MIDLOTHIAN, IL 60445	SUMMIT, IL 60501
BURR OAK, IL 60406	GOLF, IL 60029	MORTON GROVE, IL 60053	THORNTON, IL 60476
CALUMET CITY, IL 60409	HAMMOND, IN 46320-27	MT. GREENWOOD, IL 60607	TINLEY PARK, IL 60477
CALUMET PARK, IL 60643	HARVEY, IL 60426	MT. PROSPECT, IL 60056	VILLA PARK, IL 60181
CHICAGO, IL 60601-99	HARWOOD HEIGHTS, IL 60656	MUNDELIEN, IL 60060	WAUKEGAN, IL 60085-87
CHICAGO HEIGHTS, IL 60411	HAZEL CREST, IL 60429	NILES, IL 60648	WEST PULLMAN, IL 60607
CHICAGO RIDGE, IL 60415	HEGEWISCH, IL 60633	NORTH CHICAGO, IL 60064	WESTCHESTER, IL 60153
CICERO, IL 60650	HICKORY HILLS, IL 60457	NORTH RIVERSIDE, IL 60546	WESTERN SPRINGS, IL 60558
CICERO, IL 60804		NORTHBROOK, IL 60062,65 (A)	
CLEARING, IL 60638	HILLSIDE, IL 60162	NORTHLAKE, IL 60164	WHEELING, IL 60090
CLYDE, IL 60650	HINES, IL 60162	OAK FOREST, IL 60452	WHITING, IN 46394
CONGRESS PARK, IL 60513	HINSDALE, IL 60521	OAK LAWN, IL 60453-59	WILLOW SPRINGS, IL 60480
COUNTRYSIDE, IL 60525	HIGHLAND PARK, IL 60035	OAK PARK, IL 60301-99	WILMETTE, IL 60091
CRESTWOOD, IL 60445	HIGHWOOD, IL 60040	PALATINE, IL 60067	WOOD DALE, IL 60191
DEERFIELD, IL 60015, 60063	HODGKINS, IL 60525	PARK RIDGE, IL 60068	WORTH, IL 60482
DES PLAINES, IL 60016-18	HOMWOOD, IL 60430		

NOTE 1: WHERE SPECIFIC RATES ARE PUBLISHED IN TARIFFS GOVERNED BY UPPN 125-SERIES, FROM OR TO A POINT NAMED IN THIS ITEM, THE PROVISIONS OF THIS ITEM WILL NOT APPLY FROM OR TO THAT POINT.

Effective Date: 01/01/12

ITEM 123

Issue Date: 01/01/12

Item Title: APPLICATION OF MILWAUKEE METRO RATES

EXCEPT AS OTHERWISE PROVIDED IN SPECIFIC RATE ITEMS, RATES FROM OR TO MILWAUKEE METRO WILL ALSO APPLY FROM OR TO THE FOLLOWING POINTS: (SEE NOTE 1)

**BIG BEND, WI 53103
BROOKFIELD, WI 53005
BROOKFIELD, WI 53045
BROOKFIELD, WI 53072
CUDAHY, WI 53110
ELM GROVE, WI 53122
DELAFIELD, WI 53018**

**FRANKLIN, WI 53132
GREENDALE, WI 53129
HALES CORNERS, WI 53130
LISBON, WI 53089
MEQUON, WI 53092
MEQUON, WI 53097
MILWAUKEE, WI 53200-37**

**MUKWONAGO, WI 53149
MUSKEGO, WI 53150
NEW BERLIN, WI 53146
NEW BERLIN, WI 53151
OAK CREEK, WI 53154
SOUTH MILWAUKEE, WI 53172
WATERFORD, WI 53185
WAUKESHA, WI 53186
WAUKESHA, WI 53187
WAUKESHA, WI 53188
WAUKESHA, WI 53189**

NOTE 1: WHERE SPECIFIC RATES ARE PUBLISHED IN TARIFFS GOVERNED BY UPPN 125-SERIES, FROM OR TO A POINT NAMED IN THIS ITEM, THE PROVISIONS OF THIS ITEM WILL NOT APPLY FROM OR TO THAT POINT.

Effective Date: 03/02/07

ITEM 126

Issue Date: 03/02/07

Item Title: APPLICATION OF TWIN CITIES, MN RATES

EXCEPT AS OTHERWISE PROVIDED IN SPECIFIC RATE ITEMS, RATES FROM OR TO TWIN CITIES, MN WILL ALSO APPLY FROM OR TO THE FOLLOWING POINTS: (SEE NOTE 1)

NOTE 1: WHERE SPECIFIC RATES ARE PUBLISHED IN TARIFFS GOVERNED BY UPPN 125-SERIES, FROM OR TO A MINNESOTA POINT NAMED IN THIS ITEM, THE PROVISIONS OF THIS ITEM WILL NOT APPLY FROM OR TO THAT POINT.

AFTON 55001	FARMINGTON 55024	NORTH OAKS 55126
ALBERTVILLE 55301	FOREST LAKE 55025	NORTH ST PAUL 55109
ANOKA 55303	FORT SNELLING 55111	OAK PARK HEIGHTS 55082
APPLE VALLEY 55124	FRIDLEY 55421,32	OAKDALE 55128
ARDEN HILLS 55112	GEM LAKE 55110	OSSEO 55311
BALD EAGLE 55110	GOLDEN VALLEY 55416,22,26,27	PINE BEND 55075
BAYPORT 55003	GRANT TOWNSHIP 55115	PINE SPRINGS 55115,28
BETHEL 55005	HAM LAKE 55304	PLYMOUTH 55441,42,46,47
BIRCHWOOD VILLAGE 55110	HAMEL 55340	POINT DOUGLAS 55033
BLAINE 55434,49	HAMPTON 55031	PRIOR LAKE 55372
BLOOMINGTON 55420-25,31,35,37-39	HASTINGS 55033	RICHFIELD 55423
BROOKLYN CENTER 55428-30,43,44	HOPKINS 55305,43,45	ROBBINSDALE 55422
BROOKLYN PARK 55428-30,43,44	HUGO 55038	ROGERS 55374
BURNSVILLE 55306,37	INVER GROVE HEIGHTS 55076,77	ROSEMOUNT 55068
CEDAR 55011	LAKE ELMO 55042	ROSEVILLE 55112,13,26
CENTERVILLE 55038	LAKELAND 55043	ST ANTHONY/VILLAGE 55112
CHAMPLIN 55316	LAKEVILLE 55044	ST LOUIS PARK 55436
CHANHASSEN 55317	LANDFALL 55128	ST MARYS POINT 55043
CHASKA 55318	LAUDERDALE 55108,13	ST MICHAEL 55376
CIRCLE PINES 55014	LEXINGTON 55014	ST PAUL 55100-99
COATES 55068	LILYDALE 55118	ST PAUL PARK 55071
COLUMBIA HEIGHTS 55421	LINO LAKES 55014,38	SAVAGE 55378
COON RAPIDS 55433,48	LITTLE CANADA 55109,17	SHAKOPEE 55379
COTTAGE GROVE 55016	MAPLE GROVE 55311,69	SHOREVIEW 55126
CRYSTAL 55422,27-29	MAPLEWOOD 55109,17,19,44	SOUTH ST PAUL 55075
CRYSTAL BAY 55323	MAHTOMEDI 55115	SPRING LAKE PARK 55112
DAYTON 55327,69	MEDICINE LAKE 55441	STILLWATER 55082-83
DEEPHAVEN 55391	MENDOTA 55150	SUNFISH LAKE 55077,118
DELLWOOD 55110	MENDOTA HEIGHTS 55118,20	TONKA BAY 55331
DUNDAS 55019	METRO AIRPORT 55425	TWIN CITY ARSENAL 55112
EAGAN 55120-23	MINNEAPOLIS 55400-99	VADNAIS HEIGHTS 55110,27
EAST BETHEL 55005	MINNETONKA 55305,43,45	WAYZATA 55391
EAST COTTAGE GROVE 55016	MINNETONKA BEACH 55361	WEST ST PAUL 55107
EDEN PRAIRIE 55343,44,46,47	MONTICELLO 55362	WHITE BEAR LAKE 55110,15
EDINA 55410,16,24,35,36,39	MOUND 55364	WILLERNIE 55090
ELK RIVER 55330	MOUNDSVIEW 55112	WOODBURY 55125,29
EXCELSIOR 55331	NEW BRIGHTON 55112	
FALCON HEIGHTS 55113	NEW HOPE 55427,28	
	NEWPORT 55055	

Effective Date: 01/05/00

ITEM 160

Issue Date: 01/05/00

Item Title: NMFC COMMODITY DESCRIPTION HEADINGS

Descriptive Generic Headings published in tariffs governed by this tariff which correspond to description headings in NMFC, will be understood to include all qualifying statements shown in NMFC in connection with such headings as well as all notes in NMFC to which such headings are made subject. (See Example)

EXAMPLE: Where the heading “Nickel Group, viz.,” is referred to in the heading of a commodity rate item, such heading will be subject to Item 139740 of NMFC including the notes named in Items 139742 and 139744 of NMFC.

Effective Date: 01/05/00**ITEM 165****Issue Date: 01/05/00****Item Title: QUOTATION OF ESTIMATED CHARGES**

1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision (s) as applicable to those facts concerning the shipment (s) which are made known to carrier.

2. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding either on the carrier or the shipper.

3. All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.

4. All US SPECIAL DELIVERY published tariff pages are for transportation as a common carrier and are subject to the National Motor freight classification, the ATA Hazardous Materials Tariff, price schedule, terms, conditions and rules maintained at US SPECIAL DELIVERY's general office, the terms and conditions of US SPECIAL DELIVERY's Bill of Lading which incorporates the terms and conditions of the National Motor Freight classification Series 100 Uniform Straight Bill of Lading in effect on the date of the issue of the Bill of Lading. The above referenced documents, terms and conditions are subject to change at any time with or without notice and are incorporated herein by this reference. US SPECIAL DELIVERY shall provide to the Shipper, on request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to with the Shipper may have been based. If there is a conflict between the terms and conditions of US SPECIAL DELIVERY's Bill of Lading and any other document or correspondence, the terms and conditions of US SPECIAL DELIVERY's Bill of Lading shall control. US SPECIAL DELIVERY shall in no event be liable for loss of profit, income, interest, attorney's fees, incidental or consequential damage.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 167

Issue Date: 01/05/00

Item Title: APPLICATION OF EQUIPMENT RENTAL

The service charge for use of US SPECIAL DELIVERY trailers, regardless of size, will be \$39.00 per day, per trailer used. Weekends and Holidays will also be included in the daily rate. Authorization must be sent and US SPECIAL DELIVERY must receive acknowledgement in writing.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 171

Issue Date: 01/05/00

Item Title: ARTIFICIAL DENSITY TO OBTAIN A LOWER CLASS (BUMPING)

Except as otherwise specifically provided, the provisions in this tariff or in tariffs governed by this tariff are subject to the bumping provisions contained in Item 171, NMFC 100 Series.

Exception: Item 171, NMFC 100 will not apply when the result would be application of a lower exception (not NMFC) class (rating).

Effective Date: 01/05/00

ITEM 190

Issue Date: 01/05/00

Item Title: PRECEDENCE AND APPLICATION OF RULES

(A) When rules and definitions published in this Tariff are in conflict with a rule published in the NMFC, such rules and definitions published herein, to the extent of its application, will apply in lieu of the rules and definitions published in the NFMC.

(B) The rules and definitions herein provided for will take precedence over the rules and definitions provided for in the NMFC.

(C) The exceptions named herein, unless otherwise provided, are subject to the rules, conditions and other requirements of the NMFC and to the conditions of the uniform Bill of Lading defined therein.

Effective Date: 01/05/00

ITEM 300

Issue Date: 01/05/00

Item Title: ADVANCING CHARGES (Exception to NMFC 100, Item 300)

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

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

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

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

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

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

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

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

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

Effective Date: 11/01/18**ITEM 310****Issue Date: 11/01/18****Item Title: BILLS OF LADING - CORRECTED****1. Change in Collection Status**

Corrected bills of lading or other written instructions to change the collection status from “collect” to “prepaid”, “prepaid” to “collect” or to add, change, or delete a “third party billing” may be permitted at the sole discretion of the carrier subject to the following condition:

- a) A change in collection status will not be allowed after payment has been received on the basis of the collection status of the original Bill of Lading.**
- b) The carrier must receive written request for change in the collection status within a period of 60 days from date of the initial Bill of Lading.**
- c) The original and new debtor must have established credit with the carrier.**
- d) The party requesting change in collection status must guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by the carrier) should the new debtor fail to pay within the prescribed S. T. B. credit guidelines.**
- e) Section 7 of the corrected bill of lading must not be executed.**

2. Change in Description or Weight

Changes in description or weight will be permitted only upon presentation to the carrier of the satisfactory proof (original invoice and descriptive literature) that the original Bill of Lading was in error.

Corrected Freight Bills resulting from carrier billing error will not be honored by US SPECIAL DELIVERY after six (6) months from date of original settlement.

- 3. The carrier may assess a correction fee of \$25.00 per request to change billing terms.**

Effective Date: 01/05/00

ITEM 345

Issue Date: 01/05/00

Item Title: ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ARRIVAL NOTICE:

A) Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.

B) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at carriers delivery facility.

- 1. The notice will be given by telephone, if practicable, otherwise by mail or messenger. The notice however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.**
- 2. If the consignee's address is unknown to the carrier, the notice will be mailed to the consignee at the post office serving the point of destination shown on the bill of lading.**
- 3. If the notification is by mail the notice will be deemed to have been given; (meaning received by the addressee) on the first business day after it was mailed.**

UNDELIVERED FREIGHT:

A) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will notify the consignor that the freight is being stored and the reason therefor.

B) Undelivered shipments will become subject to Storage Charges, as provided in Item 910 at 7 AM of the second business day following the day on which the notice of arrival is given. Shipments or partial shipments subject to Detention Rules and Charges as provided in Items 500 and/or 501 herein will also be subject to Storage Charges for that part of a shipment not delivered when first attempt to deliver is made.

Effective Date: 01/01/16

ITEM 360

Issue Date: 01/01/16
Item Title: SUPPLYING DOCUMENTS FOR BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES
(Addition to NMFC 100, Item 360)

Section 1: When payor of freight or other lawful charges, requires or requests, as a prerequisite to payment (See Notes 2 and 3):

1. The return of any part of bill of lading sets or copies thereof, (see Note 1), a charge of \$1.50 for each such document or copy will be made; OR
2. Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1, a charge of \$1.80 for each such document or copy will be made, OR
3. The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges, a charge of \$.40 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$1.80 per page, per copy, will be made; OR
4. Any form or copies of forms, other than those described in Section 1, to be submitted with freight bills or statements of charges, a charge of \$1.80 for each such form or copy will be made; OR
5. That information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges, a charge of \$1.80 per shipment will be made.
6. That proof of delivery be furnished in any form, carrier does not obligate itself to perform such service but agrees to make a diligent effort to perform the service.
7. All rates, terms & conditions of common carriage are governed by the carriers Bill of Lading or the uniform Bill of Lading unless a written agreement, separate from the Bill of Lading, is signed by an authorized representative of US SPECIAL DELIVERY.
8. Only designated representatives, not drivers, are authorized to negotiate rates and terms. A drivers' signature on any bill other than the uniform Bill of Lading or the carriers Bill of Lading simply acknowledges receipt of a shipment.

NOTE 1: When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

NOTE 2: The charge set forth in Section 1 will not apply to:

A) SIGHT DRAFT PLAN; (when documentation is limited to):

- (1) Sight drafts, which do not require the carrier to provide information pertaining to the rating of the shipment (s) on the sight draft,
- (2) Supporting freight bills (s) and statement (s) of charges not in excess of number set forth in Section 1, or
- (3) The return of a copy of the bill of lading furnished by shipper.

NOTE 3: The provisions set forth in Section 1 will not apply to shipments moving on United States Government Bills of Lading.

Effective Date: 01/05/00

ITEM 360-2

Issue Date: 01/05/00

**Item Title: BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES
(Exception of Section 2 (a) of NMFC 100, Item 100, Item 360)**

The provisions of Section 2 (a) of NMFC 100, Item 360, do not apply, and in lieu thereof, the following applies:

Section 2 (a). The name and address of only one consignor and one consignee and only on destination shall appear on a bill of lading. Bills of lading of shipments consigned "To Order" at one point, with instructions to notify the consignee at another point, will be permitted only when both points are adjacent or within the same commercial zone. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 380

Issue Date: 01/08/18

Item Title: CALIFORNIA COMPLIANCE SURCHARGE

Shipments originating from and/or destined to the state of California will be subject to a charge of \$6.25 per shipment, in addition to all other applicable charges.

Effective Date: 01/05/00

ITEM 390

Issue Date: 01/05/00
Item Title: CAPACITY LOADS

PART I - DEFINITION.

The terms "LOADED TO CAPACITY" or "CAPACITY LOAD" refer to the extent each vehicle is loaded with freight, each term meaning:

1. That quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a vehicle; or
2. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; or
3. That quantity of freight that can be legally loaded in or on a vehicle because of the weight size limitations of State or Regulatory bodies.

PART II - MINIMUM CHARGE/MINIMUM WEIGHT (Note 1)

A. Unless otherwise specifically provided, each and every truck bearing a capacity load of freight, such freight constituting all or part of a single shipment, will be subject to a minimum charge based upon the following:

1. When a shipment is subject to a specific truckload commodity rate or charge, the applicable truckload commodity rate or charge at actual weight or truck load minimum weight if greater.
2. When a shipment is subject to class rates, the applicable rate at a minimum weight of 20,000 pounds.
3. Class rates classed 85 or high will be subjected to a class 85 rate.
4. Rates are derived from the current UPPN class tariff in effect at the time of the shipment.

PART III - OVERFLOW

When a volume or truckload shipments exceeds the quantity that can be loaded in a vehicle of 2000 cubic feet or more, the following provisions will govern: (See Note 1)

A. When two vehicles are required:

1. The first vehicle, if of capacity of 2000 cubic feet or more, must be loaded to full-capacity and the quantity loaded therein shall be charged for at actual weight, but not less than the established volume or truckload minimum weight.
2. If the excess over the quantity loaded in the first vehicle is sufficient to fully load a second vehicle of capacity of 2000 cubic feet or more, it will be charged for at actual weight, but not less than the established volume or truckload minimum weight.
3. If the excess over the first vehicle is insufficient to fully load a second vehicle of capacity of 2000 cubic feet or more, such excess will be considered as a separate shipment and so rated.

Effective Date: 01/05/00

ITEM 390

Issue Date: 01/05/00
Item Title: CAPACITY LOADS

B. When more than two vehicles are required:

- 1. The contents of each fully loaded vehicle, if of capacity of 2000 cubic feet or more, shall be charged for at actual weight, but not less than the established truckload or volume minimum weight.**
- 2. If there is excess, which is insufficient to fully load the last vehicle of capacity of 2000 cubic feet or more, such excess will be considered as a separate shipment and so rated.**

C. Each vehicle, except the one carrying the excess (or overflow) shall be loaded as fully as conditions permit, consistent with safety and precautions against damage.

D. The carrier obligates itself to use a vehicle of not less than 2000 cubic feet capacity.

NOTE 1: No vehicle may be loaded in excess of that quantity of freight, which can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations.

Effective Date: 01/05/00

ITEM 420

Issue Date: 01/05/00

Item Title: CLASSIFICATION OF ARTICLES

1. Where the governing classification, NMFC 100, or reissues thereof, publishes a "0" (zero) rating for a commodity, the applicable rating shall be 500.
2. Where the governing classification, NMFC 100, or reissues thereof, publishes a "not taken" provision, inadvertent pickup and handling shall be at Class 500.
3. Subject to Item 565 herein, classification or rating provisions in the governing classification, NMFC 100, or reissues thereof requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or bill of lading by shipper at time of shipment subject to the following:

Failure by the shipper to properly notate such value or the applicable NMFC Item and sub number on the shipping order or bill of lading will cause the carrier to assess the otherwise applicable class or rating not dependent on such valuation, if any. In the absence of such unrestricted class or rating, the carrier will assess the lowest released value and rating or the highest actual value and rating.

Carrier will honor corrected bills of lading upon receipt of acceptable proof of actual value. Corrected bills of lading will not be accepted nor will freight charges be adjusted on released value shipments.

Effective Date: 01/05/00

ITEM 421

Issue Date: 01/05/00

Item Title: CLASSIFICATION OF HAZARDOUS ARTICLES

Empty or used packaging for shipping hazardous material or hazardous substance (exception to ICC NMFC 100 series).

1. Used Packaging, partially full or empty, for shipping Hazardous Material or Hazardous Substance will be subject to the class provided in the NMFC 100 Series or supplements thereto for the commodity represented by the residue last contained in such packaging if higher than the class for the packaging, unless Shipper certifies on the original bill of lading at time of shipment that such packaging is properly cleaned and purged of any hazardous residue or vapors.

2. The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by Shipper as being "empty".

In Addition, the shipper shall be charged \$50.00 straight time and/or \$75.00 time and one-half for each labor hour, or fraction thereof, lost by the carrier due to handling of such undisclosed hazardous substances because its facility is closed as a result of any release of such undisclosed hazardous material or hazardous substance.

Effective Date: 01/05/00**ITEM 422****Issue Date: 01/05/00****Item Title: CLASSIFICATION OF COMBINED ARTICLES**

When not specifically specified in the governing Classification, or specifically described in tariffs made subject to this tariff; articles, which have been combined or attached to each other, will be charged for at the rate provided for the highest rated (class or commodity) article of the combination. On a shipment subject to Volume or Truckload rates or ratings, the minimum weight will be the highest minimum weight provided for any article in the combination.

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

Effective Date: 11/01/18

ITEM 430

Issue Date: 11/01/18
Item Title: COLLECT ON DELIVERY (COD) SHIPMENTS
(Exception to NMFC 100, Item 430)

Unless otherwise provided, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SECTION 1. At the time of shipment, the following information must appear on the bill of lading:

Collect on Delivery, \$ _____ and remit to:

_____ State _____ Zip
COD charge to be paid by:

Shipper () Consignee ()

SECTION 2. Each package must be plainly marked, labeled, or tagged showing COD.

SECTION 3. If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading, and the shipping order must show the following information:

“Attached invoice (invoices) to accompany shipment to destination.”

SECTION 4. COD shipments will not be accepted if:

- A. Instructions require payment from party other than consignee.
- B. COD is subject to inspection, trial by consignee, or if carrier requested to make partial delivery.
- C. COD shipment is of explosives designated as “Class A and dangerous explosives” or “Class B less dangerous explosives” referred to in the Hazardous Materials Tariff.
- D. The Maximum amount of COD to be collected and US SPECIAL DELIVERY’s liability to the shipper or originator of the COD amount shall be limited to a maximum amount of 20,000. COD’s over \$20,000 will be collected if mutually agreed upon by US SPECIAL DELIVERY and the shipper, subject to no liability. (Subject to Section 8).

SECTION 5. Intoxicating beverages may be handling COD only under the provisions provided by state laws of the state in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

SECTION 6. Only the following forms of payment will be accepted: (1) cash up to a maximum of \$500.00; (2) bank cashier’s check; (3) bank certified check; (4) money order; or (5) personal check of the consignee when so authorized in writing by the consignor. All checks and money orders shall be made payable to the consignor.

Effective Date: 11/01/18

ITEM 430

Issue Date: 11/01/18

**Item Title: COLLECT ON DELIVERY (COD) SHIPMENTS
(Exception to NMFC 100, Item 430)**

SECTION 7. The charges for collecting and remitting the amount of bills for COD shipments will be collected from the consignee unless prepaid by consignor.

SECTION 8. The charges of the destination carrier for collecting and remitting each COD bill will be 5% of the COD amount subject to a minimum charge of \$58.00.

SECTION 9.

a) A charge of \$30.00 per shipment will be made for adding a COD, increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.

b) Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$30.00 per shipment if request is received after the shipment has been tendered for delivery and refused by consignee; the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

SECTION 10. When tendering a Collect on Delivery shipment, the letters "C.O.D." must be inserted before the name of the consignee OR "C.O.D." in red letters at least one (1) inch in height with a thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders.

Effective Date: 01/05/00

ITEM 433

Issue Date: 01/05/00

Item Title: CORRECTION OF INTERLINE FREIGHT BILL TERMS

- A) The provisions given below apply to shipments that have been delivered. Correction of terms will be allowed on undelivered shipments.**
- B) Corrected freight bills, that resulted from an interlines' billing error, changing the terms from "prepaid" to "collect" will be permitted at the sole discretion of the carrier. In the event a consignee does not have established credit with carrier, or has an account that is not current, carrier reserves the right to decline the request for correction of terms.**
- C) If the error was a shipper's error the provisions in "B" apply.**
- D) The provisions listed herein take precedence over any other rules, published either by US SPECIAL DELIVERY or by other parties.**
- E) Requests for corrections over 60 days from the date of delivery will not be allowed.**

Effective Date: 01/05/00

ITEM 435

Issue Date: 01/05/00

Item Title: CREDIT AND COLLECTION OF CHARGES

A. COLLECTION OF CHARGES WHERE CREDIT HAS NOT BEEN EXTENDED.

Charges accruing under the provisions of this tariff are due and payable and shall be collected by the carrier at the time an outbound prepaid shipment is tendered by the shipper to the carrier for transportation, at the time an inbound collect shipment is tendered by the carrier to the consignee, or, in the case of accessorial service charges such as storage, reweighing, marking, COD collection fees, at the time such service is requested or possession of the shipment involved, or any part thereof, is relinquished by the carrier, except where credit has been extended by the carrier to the shipper, consignee, or other party entitled to pay the charges, under the provisions of this item.

B. EXTENTION OF CREDIT.

1. Carrier may extend credit to shipper. Upon taking precautions deemed by carrier to be sufficient to assure payment of the tariff charges within the credit period herein specified, carrier may relinquish possession of freight in advance of the payment of the tariff charges thereon and may extend credit in the amount of such charges to those who undertake to pay them, such persons herein being called shippers, for a period of 15 days, excluding Saturdays, Sundays and legal holidays. See item 742 herein for periods exceeding 15 days. When the freight bill covering a shipment is presented to the shipper on or before the date of delivery, the credit period shall run from the first 12 o'clock midnight following delivery of the freight. When the freight bill is not presented to the shipper on or before the date of delivery, the credit period shall run from the first 12 o'clock midnight following the presentation of the freight bill. In regard to traffic of nonprofit shippers associations and shippers agents, within the meaning of Section 10562, 3 and 4 of the Interstate Commerce Act, the carriers shall require such organizations to furnish the names of the beneficial owners of the property in the bills of lading or at least have the bills of lading incorporate by reference a document containing the names of the beneficial owners.

2. Credit for additional charges after freight relinquished. Where a carrier has relinquished possession of freight and collected the amount of tariff charges represented in a freight bill presented by it as the total amount of such charge, and another freight bill for additional charges is thereafter presented to the shipper, the carrier may extend credit in the amount of such additional charge for a period of 15 calendar days, to be computed from the first 12 o'clock midnight following the presentation of the subsequently presented freight bill.

3. Period of credit following delivery of freight. Freight bills for all transportation charges shall be presented to the shippers within 7 calendar days from the first 12 o'clock midnight following delivery of the freight.

4. Freight bills may be presented by mail. Shippers may elect to have their freight bills presented by means of the United States mail, and when the mail service is so used the time of mailing by the carrier shall be deemed to be the time of presentation of the bills. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.

Effective Date: 01/05/00**ITEM 435****Issue Date: 01/05/00****Item Title: CREDIT AND COLLECTION OF CHARGES**

5. Payment by checks, drafts, or money orders. The mailing by the shipper of valid checks, drafts, or money orders, which are satisfactory to the carrier, in payment of freight charges within the credit period allowed such shipper, may be deemed to be the collection of the tariff charges within the credit period for the purposes of the rules in this part. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.

6. The provisions of this item shall not be construed to prohibit the extension of credit in connection with rate and charges on freight transported for the United States, for any department, bureau, or agency thereof, or for any State of Territory or political subdivision thereof, or for the District of Columbia.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 436

Issue Date: 01/08/18

**Item Title: CANADIAN ORIGIN/DESTINATION CHARGE AND OTHER COMBINATION
OF RATES**

On shipments, being transported into or out of Canada via the Sault Ste. Marie, MI & ONT. Port of Entry, the following combination charges will apply in addition to all other applicable freight charges:

\$40.00 (U.S.) per shipment

When, a combination of rates and or charges, are applicable the combination of rates and/or charges will be computed over the point or points of actual interchange (points where the freight is physically interchanged from one carrier to another carrier) (subject to Note 1).

NOTE 1: The provisions of this item do not apply on shipments moving under government bills of lading.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 440

Issue Date: 01/05/00

Item Title: THIRD PARTY COLLECTION OF CHARGES

When a party other than the consignor or consignee as shown on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and Shipping Order at the time of original tender.

Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the S. B. T.

NOTE 1: Shipments subject to the provisions of this item must be billed as "Prepaid".

NOTE 2: Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the Bill of Lading.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 455

Issue Date: 01/05/00

Item Title: CONSECUTIVE NUMBERS

Where numbers are connected by the word “to”, “thru”, or with the mark ” - “, it means that the numbers are consecutive and include both of the numbers shown.

Effective Date: 01/08/18

ITEM 468

Issue Date: 01/08/18

Item Title: US A.M. GUARANTEED SERVICE

Guaranteed Service is defined as US Special Delivery, Inc. delivery, or attempted delivery, of a direct shipment accepted by US Special Delivery, Inc. under the terms and conditions as listed below, on, or before 5:00 PM local time, in accordance with US Special Delivery, Inc.'s normal transit standards in effect at the time of the shipment (excluding weekends and holidays). Failure on US Special Delivery, Inc.'s part to perform said service will result in the removal of the transportation costs on the affected shipment's invoice. The applicable transit standards can be found on www.usspecial.com or by calling US Special Delivery, Inc. Customer Care at 800-821-6389.

1. The Guaranteed Service applies only on direct service points in effect at the time of the shipment.
2. In order to request the US Guaranteed Service, the consignor must clearly write or type "US Guaranteed Service Requested" in the body of the bill of lading where the description of articles is indicated. If US Guaranteed Service is requested in any other manner, US Special Delivery, Inc. reserves the right to disqualify the shipment from eligibility in this program.
3. To be eligible for this program, the US Guaranteed Shipment must be picked up no later than 6:00 PM local time.
4. The charges for a US Guaranteed shipment will be calculated by adding 30% (thirty percent) of the debtor's net transportation charges (standard charges), subject to a \$61.00 minimum charge, less any surcharge or special service charges, to the US Guaranteed shipment's invoice.
5. In the event the shipment is not delivered according to the normal transit time, the debtor shall notify US SPECIAL DELIVERY, Inc. Customer Care at 800-821-6389 within 30 days of the date of delivery or the request will be denied.
6. US Guaranteed service is not available when time definite delivery or appointments are required. US Guaranteed Service will apply on time definite delivery if requested, to deliver guaranteed, on the time requested, if exceeding normal transit times.
7. If US SPECIAL DELIVERY, Inc. attempts to deliver and the consignee refused or delays delivery for any reason, the guaranteed charges still apply.
8. If the US Guaranteed Shipments are delayed for reasons beyond US SPECIAL DELIVERY, Inc. control such as Acts of God, weather, disruption of communications or information systems, terrorism, government orders or regulations, riots, and strikes; the 30% charge will not be assessed, however the standard charges still apply.
9. The debtor waives the right to request the removal of freight charges due to a service failure if their account status is not current or in good standing with US SPECIAL DELIVERY, Inc.'s credit policy.
10. The remedies provided herein are the sole and exclusive remedies for any claims arising specifically under this program. In no event shall US SPECIAL DELIVERY, Inc. be liable for consequential or economic loss or damages resulting from a service failure.

Effective Date: 01/08/18

ITEM 469

Issue Date: 01/08/18

Item Title: US P.M. GUARANTEED SERVICE

Guaranteed Service is defined as US SPECIAL DELIVERY, Inc. delivery, or attempted delivery, of a direct shipment accepted by US SPECIAL DELIVERY, Inc. under the terms and conditions as listed below, on, or before 5:00 PM local time, in accordance with US SPECIAL DELIVERY, Inc.'s normal transit standards in effect at the time of the shipment (excluding weekends and holidays). Failure on US SPECIAL DELIVERY, Inc.'s part to perform said service will result in the removal of the transportation costs on the affected shipment's invoice. The applicable transit standards can be found on www.usspecial.com or by calling US SPECIAL DELIVERY, Inc. Customer Care at 800-821-6389.

1. The Guaranteed Service applies only on direct service points in effect at the time of the shipment.
2. In order to request the US Guaranteed Service, the consignor must clearly write or type "US Guaranteed Service Requested" in the body of the bill of lading where the description of articles is indicated. If US Guaranteed Service is requested in any other manner, US SPECIAL DELIVERY, Inc. reserves the right to disqualify the shipment from eligibility in this program.
3. To be eligible for this program, the US Guaranteed Shipment must be picked up no later than 6:00 PM local time.
4. The charges for a US Guaranteed shipment will be calculated by adding 20% (twenty percent) of the debtor's net transportation charges (standard charges), subject to a \$37.00 minimum charge, less any surcharge or special service charges, to the US Guaranteed shipment's invoice.
5. In the event the shipment is not delivered according to the normal transit time, the debtor shall notify US SPECIAL DELIVERY, Inc. Customer Care at 800-821-6389 within 30 days of the date of delivery or the request will be denied.
6. US Guaranteed service is not available when time definite delivery or appointments are required. US Guaranteed Service will apply on time definite delivery if requested, to deliver guaranteed, on the time requested, if exceeding normal transit times.
7. If US SPECIAL DELIVERY, Inc. attempts to deliver and the consignee refused or delays delivery for any reason, the guaranteed charges still apply.
8. If the US Guaranteed Shipments are delayed for reasons beyond US SPECIAL DELIVERY, Inc. control such as Acts of God, weather, disruption of communications or information systems, terrorism, government orders or regulations, riots, and strikes; the 20% charge will not be assessed, however the standard charges still apply.
9. The debtor waives the right to request the removal of freight charges due to a service failure if their account status is not current or in good standing with US SPECIAL DELIVERY, Inc.'s credit policy.
10. The remedies provided herein are the sole and exclusive remedies for any claims arising specifically under this program. In no event shall US SPECIAL DELIVERY, Inc. be liable for consequential or economic loss or damages resulting from a service failure.
11. US Special Delivery, Inc. reserves the right to cancel or amend this item at any time. Any notice or change in this item will be posted on US SPECIAL DELIVERY, Inc.'s website: www.usspecial.com.

Effective Date: 01/08/18**ITEM 470****Issue Date: 01/08/18****Item Title: DEDICATED EQUIPMENT AND DRIVER**

Carrier will dedicate equipment and/or driver to a shipper on an hourly basis subject to the following provisions and charges. (See Note 1)

- 1. Shipper must provide a bill of lading to carrier. The bill of lading must state the origin and the destination of the shipment and that hourly rate services under this item are required.**
- 2. Shipper will provide loading and unloading services.**
- 3. Carrier will provide a tractor, trailer and driver to the shipper.**
- 4. The hourly rate will be \$83.00 for each hour and \$124.00 for each hour over 8 hours, excluding meal and rest breaks. Any fraction of an hour will be rounded up to the next half hour.**
- 5. The time will begin when driver leaves carriers terminal with tractor and trailer and will end when drive returns to carrier's terminal.**
- 6. Carrier will furnish a time clock stamp validation of all time billed when requested by the shipper.**
- 7. The minimum charge will be for 2 hours at the hourly rate.**

NOTE 1: Will not apply on the following commodities

- Furniture**
- Household Goods**
- Commodities in Bulk**
- Class A or B Explosives**

- 8. US SPECIAL DELIVERY reserves the right to calculate the above Special Service Charge using a round trip mileage charge when the computation exceeds the hourly rate. This mileage rate will be calculated using PC Miler.**

Effective Date: 01/08/18

ITEM 480

Issue Date: 01/08/18
Item Title: CUSTOMS OR IN BOND FREIGHT

1. Shipments moving under U.S. Custom Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$1.17 per 100 pounds subject to a minimum charge of \$21.00 and a maximum charge of \$134.50 per shipment or per trailer if more than one trailer is required to transport the shipment. Such charges shall be in addition to all other applicable charges.
2. Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to points of U.S. Customs clearance and then to the final destination, except no beyond line haul charges will apply when the final destination is located within the commercial zone of the point of U.S. Customs clearance and is subject to the same line haul rate as the point of U.S. Customs clearance.
3. Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.
4. Shipments awaiting U.S. Customs clearance will be subject to the applicable detention charges or storage charges. Detention charges, if any, will be assessed against the party responsible for line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
6. Each I.T. Permit (immediate transportation permit) issued for movement of an in Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs bonded warehouse.
7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be rated as a truckload shipment. On shipments cleared enroute by the U.S. Customs, and movement beyond such clearance does not require a seal, normal rate and charges shall apply to the beyond point.
8. When necessary for carriers to purchase and apply "High Security Red In Bond Seals" for shipments moving under U.S. Customs Bond, a charge of \$27.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of High Security Red In Bond Seals.

Effective Date: 01/08/18

ITEM 500

Issue Date: 01/08/18

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER
UNITSAPPLICATION:

Detention of vehicles - The following item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailer load rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other than self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipments to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

Detention - vehicles with power units - This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 - General Provisions -

A. This item applies only to vehicles, which have been ordered or used to transport shipments subject to truckload rates. For the provisions of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.

B. This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.

C. Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.

D. The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A)

Effective Date: 01/08/18

ITEM 500

Issue Date: 01/08/18

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER
UNITS

NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

E. When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.

F. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2 - Definitions - The following general definitions will apply when the below terms are used in this item:

A. "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

B. "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

C. "Unloading" includes:

1. Surrender of the Bill of Lading to the carrier on shipments billed "To-Order".
2. Payment of lawful charge to the carrier when required prior to delivery of the shipment.
3. Notification to the carrier that vehicle is unloaded, and
4. Signing of the delivery receipt.

D. "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

E. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

F. "Normal nonworking periods" mean meal, coffee, and rest breaks.

G. "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

SECTION 3 - Computation of time -

A. Commencement and terminations:

1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading.

Effective Date: 01/08/18

ITEM 500

Issue Date: 01/08/18

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER
UNITS

Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

2. Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

B. Prearranged scheduling:

1. Subject to the provisions of Item 503, and upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, the carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them for carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.

3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

C. Conditions governing the computation of time:

1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

2. When loading or unloading is not completed at the end of the carrier's normal business hours of the designated place, consignor, consignee, or other party designated by them shall have the option:

a) To request that the vehicle without power remain at its premises subject to the provisions of Section 4 (d)

Effective Date: 01/08/18

ITEM 500

Issue Date: 01/08/18

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER
UNITS

b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4 - Free Time -

A. Free time shall be computed as follows:

Sixty (60) minutes to load a trailer and sixty (60) minutes to unload a trailer. This free time shall apply to shipments that are 10,000 pounds and over, or occupy the full visible capacity of the trailer as defined in Item 390 herein. It will also apply to shipments subject to Item 520-Exclusive Use of Vehicle; or shipments computed on a mileage basis as listed in Item 993 Expedited Service Charges and Item 470-Dedicated Equipment. Shipments under 10,000 pounds and not subject to Item 390, will be subject to the provisions of Item 502-LTL Detention as listed herein.

NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

B. When at least 90 per cent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 60 minutes, except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4 (a).

C. When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or any quantity (AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.

D. When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

1. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed. If the change is requested and made after the expiration of free time for a

Effective Date: 01/08/18

ITEM 500

Issue Date: 01/08/18

Item Title: DETENTION - TRUCKLOAD SHIPMENTS - VEHICLES WITH POWER
UNITS

vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

E. When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not be until free time for unloading has elapsed.

F. Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5 - Charges -

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$88.00. For each additional 15 minutes or fraction thereof, the charge will be \$22.00.

SECTION 6 - Records -

A written record of the following information must be maintained by the carrier on all truckload shipments, and such record must be kept available at all times;

- A. Name and address of consignor, consignee, or other party at whose premises freight is loaded or unloaded;
- B. Identification of vehicle tendered for loading or unloading;
- C. Date and time of notification of arrival of the vehicle for loading or unloading;
- D. Date and time loading or unloading is begun;
- E. Date and time loading or unloading is completed;
- F. Date and time vehicle is released; by consignor, consignee, or other party; at place of pickup or delivery after loading or unloading is completed;
- G. Actual time of nonworking periods;
- H. Total actual weight of shipment or shipments loading or unloaded;
- I. Whether articles are tendered under a prearranged schedule for loading or unloading;
- J. Date and time specified for vehicles tendered under a prearranged schedule;
- K. Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to.

Effective Date: 01/08/18

ITEM 501

Issue Date: 01/08/18

Item Title: DETENTION - VEHICLES WITHOUT POWER UNITS

APPLICATION:

Detention of Vehicles - The following item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailerload rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipment to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

Detention - Vehicles Without Power Units - Spotting or dropping trailers. (See Note 1)

This item applies when carriers vehicles without power units are delayed or detained on the premises of the consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

NOTE 1: For the purpose of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

SECTION 1 - GENERAL PROVISIONS -

A. Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

B. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carriers' employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show " Shipper Load and Count".

C. Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.

Effective Date: 01/08/18

ITEM 501

Issue Date: 01/08/18

Item Title: DETENTION - VEHICLES WITHOUT POWER UNITS

D. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.

E. Free time for each vehicle will be as provided in Section 3. After the expiration of free time, charges will be assessed as provided in Section 4.

F. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid and collect.

G. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction of carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

SECTION 2 - DEFINITIONS - The following general definitions will apply when the below terms are used in this item:

A. "Vehicle" means tractor-trailer combinations used the transportation of property where;

1. "Trailer" means mobile units with or without wheels, used to transport property and,
2. "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.

B. "Loading" includes:

1. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
2. Notification to the carrier that the vehicle is loaded and ready for forwarding.

C. "Unloading" includes:

1. Surrender of the Bill of Lading to the carrier on shipments billed "To Order".
2. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
3. Notification to the carrier that vehicle is unloaded and ready for forwarding, and
4. Signing of delivery receipt.

D. "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.

E. "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

Effective Date: 01/08/18

ITEM 501

Issue Date: 01/08/18

Item Title: DETENTION - VEHICLES WITHOUT POWER UNITS

F. "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without a specific request are not spotted until the carrier receives a consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

SECTION 3 - COMPUTATION OF FREE TIME -

A. Commencement of spotting and free time:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
2. When any portion of the 24 hour free time extends into a Saturday, Sunday, or holiday (national, state, or municipal), the computation of time for such portion shall resume at 12:01 AM on the next day which is neither a Saturday, Sunday or holiday.
3. Free time shall not begin on a Saturday, Sunday, or holiday (national, state, or municipal), but at 8 AM on the next day, which is neither a Saturday, Sunday or holiday.
4. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

B. TERMINATION OF SPOTTING AND NOTIFICATION:

1. Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

Effective Date: 01/08/18

ITEM 501

Issue Date: 01/08/18

Item Title: DETENTION - VEHICLES WITHOUT POWER UNITS

2. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:

a. If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.

b. If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

C. Prearranged Scheduling:

1. Subject to the provisions of Item 503 and upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.

2. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from the actual time spotting commences.

3. If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading commences, whichever is earlier.

SECTION 4 -CHARGES -

A. General detention charges; After the expiration of free time as provided in Section 3a of this item, charges for detaining a trailer will be assessed as follows:

1. For each 24 hour period or fraction thereof (Saturdays, Sundays, and holidays excepted)...\$110.00 (I)

B. Delay in trailer pickup charge; No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500.

Effective Date: 01/08/18

ITEM 501

Issue Date: 01/08/18

Item Title: DETENTION - VEHICLES WITHOUT POWER UNITS

C. Strike interference charge: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$33.50 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

SECTION 5 - RECORDS -

A written record of the following information must be maintained by the carrier on all spotted trailers, and such record must be kept available at all times;

- A. Name and address of consignor, consignee, or other party at whose premises the trailer is spotted;
- B. Identification of spotted trailer;
- C. Date and time of arrival of the trailer for spotting;
- D. Date and time notification that the spotted trailer is ready for pickup was received by carrier;
- E. Date and time of arrival and departure of power unit for pickup;
- F. The duration of any strike induced delay on the premises of consignor, consignee, or other designated party, which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release
- G. Whether trailers are spotted under a prearranged schedule
- H. When trailers are spotted under a prearranged schedule, the date and time specified therefore.

Effective Date: 01/08/18

ITEM 502

Issue Date: 01/08/18

Item Title: DETENTION – LTL OR AQ SHIPMENTS - WITH POWER UNITS

This item applies when carrier's vehicles with power units are delayed or detained either on the premises of consignor or consignee or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 - GENERAL PROVISIONS:

1. This item applies only to vehicles, which have been ordered, or used to transport shipments;
 - a. Subject to LTL or AQ rates;
 - b. Not subject to Item 520 (Exclusive Use of Vehicle Service) or Item 390 (Capacity Load provisions).
2. When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
3. Nothing in this item shall require a carrier to pickup or deliver freight at hours other than such carrier's normal business hours.
4. When vehicle is both unloaded and reloaded, such transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
5. When the loading or unloading is delayed longer than 30 minutes, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$22.00
6. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, inter-coastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, inter-coastal or coastwise shipments, the consignor will be responsible for the charges.
7. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply. In such event, no free time will be allowed, detention charges as provided above in number 5 of this item will immediately become applicable if carrier is further delayed.

Effective Date: 01/08/18

ITEM 502

Issue Date: 01/08/18

Item Title: DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS

8. When, through no fault of the carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:

A. Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 number 2 will apply.

B. Consignor or consignee may request that the vehicle with power be returned to carrier's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage as provided in Item 910. When the vehicle is returned to consignors' or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

SECTION 2 - DEFINITIONS:

"LOADING" - Includes the furnishing to the carrier the bill of lading or forwarding directions of documents necessary for forwarding of the shipment.

"UNLOADING" - Includes:

- A. Surrender to the carrier of bill of lading on shipments bill "To Order".
- B. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- C. Notification to the carrier that vehicle is unloaded.
- D. Signing delivery receipt when delivering carrier's agent is present at unloading.

SECTION 3 - COMPUTATION OF TIME:

1. Except as provided in Paragraphs 2 and 3, computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.

2. Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:

A. When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.

B. When loading or unloading is interrupted for a normal meal period, mealtime not to exceed one hour will be excluded from computation of time.

3. When carrier is permitted to work before or after the normal day, such working time shall also be included.

Effective Date: 01/08/18

ITEM 502

Issue Date: 01/08/18

Item Title: DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS

4. When consignor tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment subject to a minimum of 60 minutes additional free time.

5. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment. Where single or multiple LTL or AQ shipments subject to LTL or AQ rates exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 4 - FREE TIME:

1. Free time shall be as follows:

Actual Weight In Pounds Per Vehicle Stop	Free Time In Minutes Per Vehicle Stop
Less than 2,500.....	30
2,500 but less than 5,000.....	60
5,000 but less than 7,500.....	90
7,500 but less than 10,000.....	120
10,000 but less than 20,000.....	180
20,000 or more.....	240

2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:

- A. If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.
- B. If the change is requested and made after expiration of free time for vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.

SECTION 5 - CHARGES:

1. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$22.00.

2. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, inter-coastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, inter-coastal or coastwise shipments, the consignor will be responsible for the charges.

Effective Date: 01/05/00

ITEM 503

Issue Date: 01/05/00

Item Title: SCHEDULING OF LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Items 500 and 501.

Section 1 - Request for prearranged scheduling may be oral or in writing.

Section 2 - Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous, prearranged scheduling agreements, may be terminated by any party to the agreement, on not less than 24 hours notice prior to the effective date of such cancellation. (Note 1)

Section 3 - The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in Item 910 herein.

NOTE 1. Prearranged time covers anytime within fifteen (15) minutes before or after time, allowing for traffic delays.

Effective Date: 01/01/16

ITEM 517

Issue Date: 01/01/16

Item Title: DIVERSION - MOTOR TO AIR TRANSPORTATION

When any carrier received instructions to divert a shipment at one point from motor to air transportation, the following provisions apply:

- 1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point.**
- 2. A charge of \$33.00 per hour, per man, subject to a minimum charge of \$49.50 will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion.**
- 3. A charge of \$8.00 per 100 pounds, subject to a minimum charge of \$49.50, will be made for delivery service to the air transportation terminal.**

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 09/28/208

ITEM 519

Issue Date: 09/28/20

Item Title: Drummond Island & Ferry Charges

When US SPECIAL DELIVERY, Inc. is requested by the shipper or consignee to deliver to Drummond Island, Michigan or use a ferry to complete a delivery, an additional charge of \$50.00 will be assessed. These charges will be in addition to all other applicable freight charges.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 520

Issue Date: 01/05/00

Item Title: EXCLUSIVE USE OF TRAILER (See Note 1)

Exclusive use of a trailer will be furnished on request of the shipper or consignee for the transportation of a shipment. Charges will be computed at the lawfully published Class 100 rate subject to a minimum of 20,000 pounds at the volume or truckload rate applicable via the route of movement. Charges for shipments moving under the provisions of this Item, must be guaranteed by the party requesting the service (Shipper or Consignee) in writing.

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

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

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

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 521

Issue Date: 01/05/00
Item Title: EQUIPMENT

A carrier's obligation to accept articles for shipment shall be subject to the suitability of his equipment and to requirements of ordinance or laws limiting or regulating the transportation of the property or use of equipment.

Effective Date: 01/05/00

ITEM 525

Issue Date: 01/05/00
Item Title: EXEMPT COMMODITIES

Unless listed in UPPN, when an article is listed in the NMFC as having an exempt designation, use the following classes based on a density rating. (Note 1)

Less than 1 PCF.....	Class 400
1 but less than 2 PCF.....	Class 300
2 but less than 4 PCF.....	Class 250
4 but less than 6 PCF.....	Class 150
6 but less than 8 PCF.....	Class 125
8 but less than 10 PCF.....	Class 100
10 but less than 12 PCF.....	Class 92.5
12 but less than 15 PCF.....	Class 85
15 but less than 18 PCF.....	Class 70
18 but less than 20 PCF.....	Class 60
20 but less than 25 PCF.....	Class 55
25 or greater PCF.....	Class 50

NOTE 1: If the density is not shown on bill of lading at time of shipment, the lowest density may be used. Upon submission of satisfactory proof of a higher density, the freight charges will be adjusted to the basis of the class applicable to such density.

Effective Date: 01/05/00**ITEM 555****Issue Date: 01/05/00****Item Title: IDENTIFYING SHIPMENTS**

Shipments of food, foodstuffs or other edible materials, when tendered to the carrier, must be properly identified by the shipper on the bill of lading at time of shipment in a manner to clearly be evident to the carrier that the shipment contains foodstuffs or may be for human or animal consumption. If the shipper fails to so identify the shipment, the carrier will not be liable for loss or damage, including the cost of destruction, which may result from co-loading with other commodities in violation of D.O.T. regulations governing prohibited loading combinations.

Effective Date: 01/08/18

ITEM 560

Issue Date: 01/08/18

Item Title: EXTRA LABOR - LOADING OR UNLOADING

1. When, requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading, at each location where extra labor is used;

- A. \$40.50 per man for each hour or fraction thereof up to 8 hours.
- B. \$61.00 per hour or fraction thereof over 8 hours. Fractions will be rounded up.
- C. Subject to a 2-hour minimum.

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed to the consignor (See Note 1) if the extra labor is used for loading and to the consignee (See Notes 2 and 3) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

2. Carrier's records must contain:

- A. Name and address of consignor and consignee at whose place of business shipment(s) were loaded or unloaded.
- B. Identification of vehicle tendered for loading or unloading.
- C. Number of extra men used, number of hours or days each such man was used and the charges.

3. The provisions of this item will not apply on Sundays and Holidays. On such days apply the charges provided in Item 754 (Pickup or delivery service - Sundays or Holidays).

4. The provisions of this item do not obligate the carrier to furnish extra labor, if such is not available at the point of loading or unloading.

NOTE 1 - Consignor, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2 - Consignee, as used in this item, means the party to whom the carrier is required, by bill of lading or other instruction, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated by the bill of lading.

NOTE 3 - Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

Effective Date: 01/05/00

ITEM 565

Issue Date: 01/05/00

Item Title: FREIGHT, ALL KINDS (FAK) - APPLICATION

When tariffs governed by this tariff provide for the application of the same class, rating or rate(s) on commodities generally, by the absence of a commodity description or by use of descriptions such as (but not limited to) "Freight, All Kinds", "Commodities Various", "All Commodities", or similar descriptions, the following shall apply:

1. When one or more released value provisions are provided in this tariff, in the NMFC or in any other tariff or contract that would otherwise be applicable, for any specific commodity tendered for transportation the lowest such released value will apply in all cases.
2. Such rates or ratings subject to a general description as referred to above take precedence over other published provisions.
3. Such provisions, when restricted to M/C, LTL or AQ application, shall be restricted to apply only on individual shipments occupying under 1500 cubic feet in size. Provisions of this paragraph will apply only when specific reference is made hereto.
4. The shipper is required to correctly identify, on the bill of lading at the time the shipment is tendered to the carrier, the specific commodity(s) or product(s) tendered for transportation, including those subject to FAK pricing.

In connection with shipments where the shipper fails to correctly identify the specific product(s) or commodity(s);

A. The FAK pricing becomes null and void and otherwise applicable pricing will apply. Further, the carrier is not obligated to rate or transport the shipment until the shipper issues a corrected bill of lading correctly identifying the specific product(s) or commodity(s).

B. In the event the shipment is inadvertently rated and transported without the product(s) or commodity(s) being correctly identified on the original bill of lading at time of tender, the carrier is relieved of any liability for damage to or destruction of such product(s) or commodity(s) resulting from the loading of the product(s) or commodity(s) on the same trailer with other freight that is either incompatible with or prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with such product(s) or commodity(s) moving under FAK rates.

5. Pricing provisions applicable in connection with "Freight, All Kinds", "Commodities Various", All commodities, etc., as referenced in the opening paragraph of this item shall not include those commodities in the governing classification, NMFC 100, or reissues thereof when provided therein with a "not taken" or "0" (zero) provision or rating.

Effective Date: 11/01/18

ITEM 566

Issue Date: 11/01/18

Item Title: HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier may move the shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pick-up or Delivery Service).

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

**Service provided under this item will be assessed a charge of:
\$6.25 per 100 pounds subject to a minimum charge of \$67.00 and
a maximum of \$775.00 per shipment.**

When shipments are accorded split pickup, split delivery or stopped in transit for partial separately wherever the service is performed.

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

Effective Date: 01/05/00

ITEM 568

Issue Date: 01/05/00

Item Title: HEAVY OR BULK ARTICLES, LOADING OR UNLOADING

A. The provisions of NMFC 100 Item 568 will not apply. For provisions to apply see Item 750 (Pickup and Delivery) and paragraph (b) below.

B. Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks and tackle for the loading or unloading of heavy articles, and men to operate such special equipment and assume responsibility for safe loading and unloading.

Effective Date: 01/05/00

ITEM 569

Issue Date: 01/05/00

Item Title: IMPRACTICABLE OPERATIONS

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

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

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 570

Issue Date: 01/05/00

Item Title: IMPRACTICAL HAULS

Nothing in this tariff shall be construed as requiring carriers to undertake or to participate in any haul, which is obviously unreasonable, impractical or unprofitable because of circuitry of routes, or because of excessive number of joint haul participating carriers.

Effective Date: 08/01/17

ITEM 571

Issue Date: 08/01/17

Item Title: LIABILITY OF CARRIERS – CARGO LOSS OR DAMAGE

PART I – CARRIER LIABILITY

1. The following are defenses to claims for delay, loss or damage to freight:
 - a. Act of God
 - b. Act of Public Enemy
 - c. Act of Public Authority
 - d. Act of Shipper
 - e. Inherent Vice of Goods
2. Carrier assumes no liability of deterioration of perishable products or on account of delays due to weather conditions or delays beyond control of carrier.
3. The party responsible for payment of freight charges shall not offset from or delay The payment of lawfully established transportation charges from the amounts claimed for freight claims.
4. Consignee shall have a duty to accept the freight unless the goods are worthless.
5. When a consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.
6. If five (5) business days pass between the date of delivery of the shipment by carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier.
7. Carrier shall not be liable for damage caused by temperature unless temperature Controlled service is requested (See Item 810)
8. The party asserting the claim has a duty to salvage damaged goods.
9. Packaging must meet NMFC standards. Failure to meet NMFC standards is considered to be an Act of Shipper as set forth in 1. above.

PART II – CLAIMS PROCEDURES

1. Claims shall be processed pursuant to 49 CFR 370.
2. Claims must be filed within 9 months of delivery or within 9 months of when the goods should have been delivered in the case of lost goods.
3. Suit must be filed within 2 years and a day of the denial of the claim.
4. Claims must be (1) in writing; (2) identify the shipment; (3) set for the amount of damage in a discernible amount (claims "in excess of \$100" are not acceptable).

Effective Date: 08/01/17

ITEM 571
(Cont.)

Issue Date: 08/01/17

Item Title: LIABILITY OF CARRIERS – CARGO LOSS OR DAMAGE

- 5. A claim is deemed denied if it is declined to any extent.
- 6. The party asserting the claim must preserve damaged freight and packaging so that it may be inspected by Carrier.
- 7. For purpose of filing a claim, only the weight of the damaged or lost freight shall be considered.
- 8. A broker or third party logistics company shall act as agent of the shipper for purposes of agreeing to and binding shipper for released rates.
- 9. When freight is shipped inbound collect, UPPN’s limitation of liability applies, even though the consignee has not seen the bill of lading. In this situation, the consignor is deemed the agent of the consignee for purposes of freight arrangements.

PART III- LIMITATION OF CARRIER’S LIABILITY

- 1. Except as otherwise provided, UPPN maximum liability for cargo loss or damage shall be Limited as follows (in the event more than one limit of liability rule may apply to a Shipment, the rule with the lesser maximum limit of liability will apply): :

A. Unless otherwise provided, UPPN’s maximum liability per pound per package will be the lesser of the following not to exceed \$100,000.00 per shipment (whichever is less):

- (1) Actual invoice value;
- (2) Limited liability provisions shown on the bill of lading;
- (3) Applicable Released Value or Actual Value liability provisions of NMFC 100 Series;
- Or
- (4) As shown in the table below which shall be arrived at by determining the Rated Class of the articles as published in the NMFC 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment. UPPN maximum liability will be that which is shown opposite NMFC Class rating.

<u>CLASS</u>	<u>LIABILITY</u>	<u>CLASS</u>	<u>LIABILITY</u>	<u>CLASS</u>	<u>LIABILITY</u>
50	\$2.00	85	\$11.87	175	\$25.00
55	\$2.00	925	\$15.90	200	\$25.00
60	\$2.35	100	\$19.76	250	\$25.00
65	\$3.92	110	\$21.74	300	\$25.00
70	\$5.92	125	\$24.70	400	\$25.00
775	\$7.90	150	\$25.00	500	\$25.00

B. UPPN’s maximum liability on shipments subject to Pallet Rates, Spot Quote, Flat Rate, Commodity or Volume/Truckload charges published in Tariff UPPN 500 and per Pallet Rates will be:

Per pound per package.....\$ 2.00
Maximum per shipment.....\$ 10,000.00

Effective Date: 08/01/17

ITEM 571
(Cont.)

Issue Date: 08/01/17

Item Title: LIABILITY OF CARRIERS – CARGO LOSS OR DAMAGE

2. Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of “Extraordinary Value” and may not be accepted for transportation. Shipments of Extraordinary Value inadvertently accepted will be subject to UPPN Item 780.
3. On shipments handled by UPPN in connection with another carrier (either Motor; Air; Water or Rail), the origin carrier’s bill of lading will apply. For Example: If the other carrier’s maximum liability on a specific shipment is \$5.00 per pound per package and US Special Delivery’s maximum liability is \$7.90 per pound per package, the maximum liability will be established by the origin carrier.
4. 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 handled in accordance with section 1B as previously stated.
5. US Special Delivery’s maximum liability on labor charges for claims will not exceed \$25.00 per hour.

Carrier assumes no liability of deterioration of perishable products on account of delays due to weather conditions or delays beyond the carrier’s control.

PART IV- LIABILITY – OTHER THAN NEW

All commodities used, refurbished, or other than new, when accepted and transported by US Special Delivery, will be subject to a maximum liability of \$0.10 per pound, per lost or damaged article. If the shipper fails to disclose the accepted product as used, refurbished, or other than new article, the carrier maximum liability will remain \$0.10 per pound per article. If the shipment is inadvertently accepted by US Special Delivery, the released valuation shall be \$0.10 per pound per article and the shipment shall move from the origin to destination at that released value.

Effective Date: 03/18/20

ITEM 571-5

Issue Date: 03/18/20

Item Title: COVID-19 PICKUP AND DELIVERY GUIDELINES

US Special Delivery will abide by the federal guidelines established by the Centers for Disease Control (CDC) regarding “Social Distancing” to protect employees and others from potential exposure to the Coronavirus (Covid-19). This will be in effect until the CDC changes its “Social Distancing” guidelines that were issued on March 18, 2020. The guidelines establish a safe social distance of 6 to 10 feet between individuals. In lieu of signed bill of lading and delivery receipt our drivers will be logging the name of the representative of the shipper or consignee, the date, time and any visible damage, shortage or other exception on bill of lading or delivery receipt. The driver will leave a copy of the bill of lading. The driver will place a copy of the delivery receipt on top of the delivered freight. The driver will also enter the name, date, time and upload a photograph of any damaged shipment in the US Special Delivery’s Maven Delivery system. US Special Delivery will verify delivery locations by GPS tracking. US Special Delivery will continue this process until the Centers for Disease Control (CDC) changes its “Social Distancing” guidelines.

This process will establish chain of custody regarding pickup and delivery of the freight. Any freight claims filed regarding shortage or damage will only be honored based upon the notation(s) made at time of pickup or delivery. Any claim filed for non-delivery or with additional notation(s) added after the fact will not be honored by the US Special Delivery.

Effective Date: 11/01/18**ITEM 572****Issue Date: 11/01/18**
Item Title: LIFTGATE SERVICE

Performance of liftgate service requested by the customer will be assessed charges as listed below in addition to freight charges.

SHIPMENT WEIGHT	CHARGE
0-2,000 LBS	\$69.00
2001-5000 LBS	\$91.00
5001-10000 LBS	\$149.00
10001-15000 LBS	\$223.00
OVER 15000 LBS	\$274.00

NOTE: Liftgate service is limited to shipments not Over 18,000 lbs.

Effective Date: 01/05/00

ITEM 578

Issue Date: 01/05/00

Item Title: LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following additional provisions:

1. At the time of shipment, the consignor must endorse on the Bill of Lading and Shipping Order the notation "Consignor load and count and/or consignee must unload" the shipment, as the case may be. (See Note 1).

2. The complete loading and/or unloading service, as the case may be, of the freight, including the count thereof must be performed by the shipper and/or consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.

3. (A) The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect and make shipments secure for transportation, must be furnished and installed by and at the expense of the consignor.

(B) The complete unloading service means that the consignee must count and remove the freight from the position in which it is transported in or on the carrier's vehicle.

4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.

5. In the event the shipment is stopped-off for partial loading or partial unloading the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting, as the case may be.

6. If the consignor fails to comply with the requirements of paragraph 1 herein, or if for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting, or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading and counting, the rate will not apply and rates otherwise published will be assessed.

NOTE 1 - The requirements that notation must be placed on bill of lading and shipping order at time of shipments will not apply when entire shipment consists of freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 pounds or more as tendered for shipment (loading required by consignor and unloading required by consignee per NMFC 100, Item 568).

Effective Date: 01/08/18

ITEM 580

Issue Date: 01/08/18

Item Title: MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS

The provisions of NMFC 100 Item 580 will apply, however, carrier will at the instruction of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

\$1.36 per package or piece of freight on which the marking or tag is changed or altered; subject to a minimum charge of \$18.00 per shipment.

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

Effective Date: 01/05/00

ITEM 595

Issue Date: 01/05/00

Item Title: MAXIMUM CHARGES

SECTION 1 - In no case shall the charge for any shipment from and to the same points via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the shipping form and subject to the same packing provisions, at the rate and weight applicable, to such greater quantity of freight.

SECTION 2 - Section 2 of NMFC 100 Item 595 is not applicable in connection with rates, rules or regulations named in tariffs governed by this tariff.

Effective Date: 01/05/00

ITEM 597

Issue Date: 01/05/00

Item Title: MAXIMUM WEIGHTS - PUP OR DOUBLES TRAILER

Rates or charges stated in units per pup or doubles trailer shall be subject to a maximum weight of 24,000 pounds or that maximum quantity of freight that can be legally loaded and transported in or on a pup or doubles trailer because of the weight limitations of state or other regulatory bodies, whichever is less.

The charge for that weight in excess of 24,000 pounds on the same pup or doubles trailer, if any, will be computed at the ratio the applicable pup or doubles trailer charge bears to 24,000 pounds.

EXAMPLE: Shipment weighs 26,000 pounds and is loaded on one pup
Pup rate is \$1,087.00
Excess weight is 2,000 (26,000 less 24,000)
Excess rate is \$4.53 per cwt (1087/240 cwt=453)

The shipment would be rated:

First	24,000 @ pup rate	\$1,087.00
Excess	2,000 @ 453 cwt	\$ 90.60
Total	26,000	\$1,177.60

Effective Date: 05/01/17

ITEM 601

Issue Date: 05/01/17

Item Title: FUEL RELATED INCREASE

All charges for line haul transportation not contractually bound will be assessed a fuel surcharge when the D.O.E. National Average Fuel Price Index exceeds the price index thresholds as specified below.

The D.O.E. National Average Fuel Price Index will be monitored at the D.O.E. website and updated every Tuesday morning at 7:00 AM CST.

The formula will be as follows:

Minimum implementation D.O.E National Average threshold will start at \$ 1.15 (U.S.) per gallon (U.S.) of Diesel No.# 1 fuel.

Thereafter fuel will be increased by .1% (one tenth of a percent) for each 1-cent increase in the D.O.E National Fuel Price Index for LTL shipments. The TL Fuel Surcharge will be 45% greater than the LTL fuel surcharge. This surcharge will be shown as a separate charge on each freight bill incurring this surcharge.

Effective Date: 01/05/00**ITEM 610****Issue Date: 01/05/00****Item Title: MINIMUM CHARGE - HOUSEHOLD GOODS OR PERSONAL EFFECTS**

The minimum charge for an LTL shipment of household goods or personal effects, as described in NMFC Item 100200 and 100262, will be 500 pounds at the otherwise applicable specific account pricing, but not less than the otherwise applicable minimum charge published from origin to destination between which the traffic is moving. However, this item will not apply on shipments of military household goods or personal effects when moving on a government bill of lading or on a commercial bill of lading, which clearly indicates the underlying government bill of lading number.

Effective Date: 01/05/00

ITEM 611

Issue Date: 01/05/00

Item Title: MINIMUM CHARGE - DENSITY

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a Minimum Charge, based upon a calculated weight and the applicable rate.

The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof.

The applicable rate shall be determined from the class tariff as defined in the payor's pricing provisions. If the shipment is subject to commodity rate provisions, the governing class tariff to be applied will be the current UPPN 500 class tariff in effect at the time of the shipment. However, shipments subject to NMFC class (not exception) ratings or multiple rates (of any type) shall be rated at the applicable Class 100 rate in lieu of the actual NMFC classification or multiple rates. The payers' full-published discount percentage (excluding any FAK provisions), will apply. If the payer has no published pricing, then a fifty- (50%) percent discount will apply.

Conditions and Definitions:

1. Provisions of this item apply only in connection with shipments which weigh less than six (6) pounds per cubic foot (actual weight) and which require more than 650 cubic feet of space.
2. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with NMFC 100 Series, Item 110, Section 8 (a) and (b), except as provided below.

A vertical dimension of eight (8) feet shall be used to determine the cube of the individual shipping unit (s) when top loading of other cargo is precluded because of:

- a) The nature of the article;
- b) The packaging or lack of packaging used;
- c) Palletization in "pyramided", "rounded off", or "topped off" fashion, and/or
- d) Specific instructions by the shipper in the form of a bill of lading notation.
- e) If shipping units are over 52 inches high.

The cubic capacity will be determined by the carrier.

3. When this item has application, the carrier's freight bill will indicate both the actual weight and the calculated weight used to calculate the minimum charge.
4. The provisions of this item are not applicable in connection with shipments subject to:
 - a) "CAPACITY LOAD OR EXCLUSIVE USE OF VEHICLE" provisions in otherwise applicable tariff (s) or in Items 390 and 520 of this tariff;
 - b) Rates stated in units per mile or per mile or per piece of line-haul equipment, e.g., rates in cents per mile, per "pup", per "doubles trailer", per "van", per "standard trailer" or per "vehicle";
 - c) "LINEAR FOOT MINIMUM CHARGE" provisions in otherwise applicable tariff(s).

Effective Date: 01/05/00**ITEM 640****Issue Date: 01/05/00****Item Title: MIXED SHIPMENTS - LTL OR AQ
(Exception to NMFC Item 640, Section 2) (See Note 2)**

On a mixed less-than-truckload shipment or any quantity shipment consisting of two or more commodities subject to different rates, the charge for each commodity shall be at the respective less-than-truckload or any quantity rate applicable to the aggregate weight of the shipment or the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated commodity in the shipment.

Where articles in the shipment are subject to more than one minimum charge, the highest of such minimum charges shall apply.

When LTL or AQ rates or ratings contain a provision that a certain article or articles may not exceed a certain weight or percentage of weight and a shipment exceeds the amount authorized, such excess will be charged for as a separate shipment (See Note 1). When the articles subject to a weight limitation are differently rated, the lower rated articles may be used to make up the amount of weight allowed and the higher rated articles will be considered as excess. The excess weight may not be used to make up a minimum weight.

NOTE 1 - The rate to apply will be the rate applicable on the weight of the article or articles being charged for on the basis of the rate or rates considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

NOTE 2 - The provision of exception item 640 will not apply on mixed shipments of solutions or distilled water, per item 59380 and administration sets per item 59384 of the NMFC. When there are mixed shipments of the articles herein, the articles will be rated per Section 2 and 8 of NMFC 100 Item 640.

Effective Date: 01/05/00

ITEM 645

Issue Date: 01/05/00

Item Title: MIXED VOLUME OR MIXED TRUCKLOAD SHIPMENTS

1. Unless otherwise provided in this tariff, when a number of different articles (for which volume or truckload ratings or rates are provided when in straight volume or truckload shipments) are shipped at one time by one consignor to one consignee, at one destination, on one Bill of Lading as a mixed truckload shipment, charges on the entire shipment will be assessed on the basis of the straight volume or truckload rate (not "Specific Mixture", "All Freight", "Freight all Kinds" or "All Commodity" rate) applicable to each article in the mixture and at the actual or authorized or estimated weight of each article in the mixture except as provided in NMFC 100 Items 640 or 310.

A. The minimum weight shall be the highest attaching to any article in the mixed shipment, and any deficit in the minimum weight shall be charged for on the basis of the rate applicable to the lowest rated commodity in the shipment.

2. Subject to Paragraph 1, when the aggregate charge upon the entire shipment is less on the basis of the volume or truckload rate and volume or truckload minimum weight (or actual or authorized estimated weight if in excess of the volume or truckload minimum weight), for one or more of the articles, and on the basis of less than volume or truckload rate or rates (See Note 1) on the actual or authorized weight of the other article or articles, the shipment will be charged accordingly.

3. Subject to Paragraph 1, when the aggregate charge upon the entire shipment is made lower by considering the articles as if they were divided into two or more separate volume or truckload shipments, the shipment will be charged accordingly.

4A. If a lower charge results under the application of this item than under the provisions for a specific truckload or volume mixture, such lower charge will apply.

4B. When applying provisions in connections with volume or truckload rates or classes which specify that any weight in excess of a certain weight or percentage of weight, will be rated at the otherwise applicable rate or rates, the excess will be charged for as a separate shipment (See Note 2). When the articles subject to a weight limitation are differently rated, the higher rated articles may be used to make up the weight allowed and the lower rated articles will be considered as excess. The excess weight may not be used to make up the volume or truckload minimum weight.

5. Where different truckload or volume rates and minimum weights are provided on the same article included in a mixed volume or mixed truckload shipment, the lowest charge that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

6. The provisions of this item will not apply to articles, the transportation of which, at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

Effective Date: 01/05/00

ITEM 645

Issue Date: 01/05/00

Item Title: MIXED VOLUME OR MIXED TRUCKLOAD SHIPMENTS

7. This item will not apply on articles subject to Any Quantity rates or ratings. Such articles will be rated as a separate shipment and the weight of such articles may not be used to make up the volume or truckload minimum weight.

NOTE 1 - Articles included in such mixed shipments on which less-than-truckload rates are applied shall be subject to the same packing requirements that would apply if such articles were moving as straight volume or truckload shipments and no penalties shall be applied by reason of NMFC 100 Item 687. The weight, of any articles on which LTL rates are applied, shall not be used to make up the volume or truckload minimum weight and such LTL portion shall be subject to any minimum charge applicable in connection with LTL shipments.

NOTE 2 - Where reference is made to this note, and less-than-truckload rates are applied to an article or articles, such article will be subject to truckload packing requirements.

Effective Date: 11/01/18

ITEM 647

Issue Date: 11/01/18

Item Title: NOTIFICATION PRIOR TO DELIVERY

A. On shipments for which charges are based on weights less than 20,000 pounds a charge of \$39.00 will be assessed when the carrier is required by notification on the bill of lading to give telephone or written notice of arrival.

B. When carrier is requested by the consignee to give telephone or written notice of arrival, a charge of \$39.00 will be assessed.

C. When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments and to the consignee on collect shipments. When requested by the consignee, this charge is to be billed to the consignee regardless of whether the freight charges are prepaid or collect.

Effective Date: 01/05/00

ITEM 670

Issue Date: 01/05/00

Item Title: OVER DIMENSION FREIGHT - SHIPMENTS OF UNUSUAL SIZE, SHAPE OR WEIGHT - USE OF PERMITS, ESCORT CAR, OR FLAGMAN

A. Except as otherwise provided herein, rates do not include tolls, fees or charges levied by the State Highway Departments or Department of States, Cities or Municipalities for special permits (See Note 1), Flagman, Bridge, Escort Vehicle, Ferry, Highway or Turnpike, Tunnel or other public charge of a like nature required because of the unusual size, shape or weight of a shipment. All such charges, including those provided in Note 1 below when applicable, also such expenses in connection therewith, such as long distance telephone calls or telegraphic expense, shall be in addition to other charges provided herein and shall be collected from the shipper or party requesting movements of the shipment plus a service charge of \$40.65 per vehicle per permit for the securing of special permits. Carrier will advance all expenses to move these shipments and will furnish, upon request, evidence of payment to the shipper or party requesting movement.

B. Any shipments, which contain articles any of which exceed one or more of the following dimensions:

1. 9 feet in height;
2. 8 feet in width; or
3. 40 feet in length, may be transported when suitable equipment is available, subject to the following conditions and minimum charges:

a) Arrangements for transporting over-dimension freight provided above must be made with the originating carrier before shipment or any portion thereof is tendered for transportation.

b) Such shipments as are accepted will be subject to freight charges based on 150 per cent of the actual weight of the shipment or 150 per cent of the established volume or truckload minimum weight, whichever is greater, and at the volume or truckload rate applicable thereto.

c) When Federal, State or Municipal regulations or laws demand that one or more flagmen be furnished by carrier in transporting a shipment, as described herein, for the protection of the public and to prevent damage to property, an additional charge of \$23.67 per hour or fraction thereof, per man, will be assessed and computed from the time flagman or flagmen arrive at original point of pickup of shipment and return to terminal from which dispatched. Charges for flagmen will be subject to a minimum charge of \$195.50 per man and a maximum charge of \$306.46 per man for any one 24 hour period.

d) When Federal, State or Municipal regulations or laws require that carrier furnish Escort Vehicle, charges will be assessed on the basis of \$35.27 per hour, or fraction thereof, per vehicle with driver, subject to a minimum charge of \$29.70. Escort vehicle charges will be in addition to the flagman charges when both are required.

NOTE 1: Any permit so issued which requires the movement of the shipment only during daylight hours or during specified times of the day will constitute an additional service not covered by the charges named herein nor by the rates named in this tariff. When shipment must be stopped in transit due to such regulations, a charge of \$24.03 per man-hour or fraction thereof for all such delay time will be assessed.

Effective Date: 01/05/00**ITEM 680****Issue Date: 01/05/00**
Item Title: PACKING REQUIREMENTS

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

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

C. Rates do not apply on articles in tank trucks, except as otherwise specifically provided herein.

D. When the proper packaging as provided in the NMFC is not adhered to, and shipment is inadvertently accepted, carrier's liability shall be limited to not exceed 10 cents per pound, regardless of the RVNX shown on the bill of lading. If no specific packaging is provided in the NMFC and the commodity is shipped in an unprotected state (i.e. an uncrated machine shipped loose or on a skid) carrier's liability shall be limited to not exceed 10 cents per pound.

Effective Date: 01/05/00**ITEM 710****Issue Date: 01/05/00**
Item Title: PALLETS, PLATFORMS OR SKIDS

The provision of Section 1, NMFC 100 Item 995, will apply, except, when:

In volume or truckload quantities and is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, platforms or skids. (See Note 3). No charge will be made for the transportation of pallets, platforms or skids, (See Notes 1, 2, 4 and 5) provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at time of shipment, and provided further that when the entire shipment is not loaded on pallets, platforms or skids (See Note 3), shipper specifies separately the weight of those articles which are not loaded on pallets, platforms or skids.

When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the load to the pallets, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.

In no case, after deducting the weight of the pallets, platforms or skids, to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At request of carrier, shipper will double-deck in loading.

NOTE 1 - The total weight of the pallet, platforms or skids, transported without charge will not exceed 1,000 pounds per shipment.

NOTE 2 - The weight of the pallets, platforms or skids in excess of the amount transported without charge under the provisions of Note 1 here will be charged for as follows:

- A. Straight Shipments - At the rate applicable to the article being transported thereon.**
- B. Mixed Shipments - At the highest rate applicable to any palletized article in the shipment.**

NOTE 3 - This item will not apply unless at least 90 per cent of the shipment's weight. (Exclusive of pallet, platform or skid weight) is loaded on pallets, platforms or skids.

NOTE 4 - The provisions of this item do not apply on freight which is loaded on pallets; platforms; racks, shipping, NOI/ or skids, as described in NMFC 100 Item 150390, Subs 1, 2 or 3.

NOTE 5 - The provisions of this item apply only on shipments loaded by the shipper and unloaded by the consignee as provided in Item 578 herein.

Effective Date: 01/05/00**ITEM 720****Issue Date: 01/05/00****Item Title: PAYMENT OF FREIGHT CHARGES**

Payment of freight charges must be made immediately by shipper upon receipt of prepaid freight bill. Freight charges on freight collect shipments must be paid at time of delivery of the freight by the consignee. If credit has been established with the carrier, payment must be made within 15 days from the freight bill date.

Application for credit with carrier regarding payment of freight bills shall be in writing to, and approved by an authorized representative of the carrier.

Carrier reserves the right to require prepayment of all charges or other satisfactory assurance of payment before accepting shipment or attempting delivery.

Carrier does not employ property brokers or other intermediary as its agents for the solicitation of shipments or the collection of freight charges. Upon request and for the shippers' convenience, carrier will invoice the shippers broker, bank or other designated agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to such third party billing instructions.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 721

Issue Date: 01/08/18

Item Title: RETURNED CHECKS, CHARGE FOR

Checks received in payment of freight charges, which are returned to carrier by the bank because of insufficient funds or any other reason not the fault of carrier will be subject to a charge of \$22.00 plus any service fee assessed by the carrier's bank. This charge will be in addition to all other applicable charges.

Effective Date: 01/05/00

ITEM 742

Issue Date: 01/05/00

Item Title: COLLECTION OF DELINQUENT CHARGES

Interest will be added to unpaid invoices over 30 days, not to exceed 1.5% of the unpaid monthly balance.

Failure to make payment of freight charges for services performed as a common carrier within forty five (45) days of from the freight bill date will result in the forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other reductions to which the debtor may otherwise be entitled.

Pursuant to Title 49 CFR Part 1320, in the event it becomes necessary to employ the use of a collection agency and/or attorney in the collection of freight charges, an amount of 33.33% of the outstanding freight charges or \$200.00, whichever is greater, shall be assessed in addition to applicable freight charges.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 745

Issue Date: 01/05/00

Item Title: PAYMENT IDENTIFICATION

When the carrier is requested by the consignee, consignor or third party payer of the freight charges to investigate a payment made to the carrier, the charge for this service will be \$100.00.

Effective Date: 01/05/00

ITEM 748

Issue Date: 01/05/00

Item Title: PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 569 for Impracticable Operations), during business hours (See Item 754 for Pickup or Delivery Service - Sundays or Holidays), at one site, subject to the following provisions.

1. PLACEMENT OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pickup a shipment there tendered for transportation.

2. PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

3. LOADING BY CARRIER: (See Note 2)

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See Note 1) (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper or any other employee except as provided in Item 560 (extra labor).

4. UNLOADING BY CARRIER: (See Note 2 and exceptions)

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note 1) (See Item 566 for handling freight not adjacent to the vehicle). Carrier will furnish only one employee per vehicle for unloading whether it be, the driver, helper or any other employee except as provided in Item 560 (extra labor).

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See Notes 2 and 5)

A. Loading or unloading service does not include assembling, packing, unpacking dismantling, inspecting, sorting or segregating freight.

B. Except as otherwise provided in Item 750, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two hand trucks), winches, cranes, jacks, blocks or falls or other special equipment used in hoisting, lower handling or placing freight in position. When such equipment is used in loading or unloading, necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

Effective Date: 01/05/00

ITEM 748

Issue Date: 01/05/00
Item Title: PICKUP OR DELIVERY SERVICE

6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note 2)

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 the loading or unloading of the shipment on or from the carrier's vehicle.

7. WAIVER OF DELIVERY RECEIPT:

When consignor or owner has 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 receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

8. HEAVY OR BULK FREIGHT - LOADING OR UNLOADING: (See Notes 3 and 4)

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment;

A. Weigh 110 pounds or less, the carrier will perform the loading and/or unloading.

B. Weights more than 110 pounds but less than 500 pounds;

1. The carrier will perform the loading and/or unloading, where the consignor and/or consignee provides a dock, a platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimension. See Paragraph (b) 2 and (d). When the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

2. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (i) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (ii) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee, does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

C. Weights 500 pounds or more. The consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

D. Exceeds 8 feet in its greatest dimension or exceeds 4 feet in its greatest and intermediate dimension, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2 of this item.

Effective Date: 01/05/00

ITEM 750

Issue Date: 01/05/00

Item Title: HEAVY OR BULK FREIGHT - LOADING OR UNLOADING:
(See Notes 3 and 4)

NOTE 1: (a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated only by an intervening public sidewalk.

(b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

(c) When two or more shipments are placed by the shipper as close as practical to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.

(d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practical to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designed spaces will be considered immediately adjacent to such parking space.

NOTE 2 - (a) Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.

(b) Unloading, by definition in this item includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 3 - (a) Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.

(b) Unloading, by definition in this item includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 4 - The provisions of NMFC 100 Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.

NOTE 5 - The provisions of Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids or slip sheets.

Effective Date: 01/05/00**ITEM 751****Issue Date: 01/05/00**
Item Title: FORK LIFT SERVICE

On shipments that require a fork-lift service and the consignor or the consignee does not furnish this service, the carrier will endeavor to arrange for such fork-lift service and will charge the consignor or consignee, as the case may be, requiring such service, \$20.00 per half hour or fraction thereof for each fork-lift used. Each forklift service shall be subject to a minimum charge of \$40.00 per shipment.

Charges shall be computed from the start of the actual use (See Note 1) of forklift equipment in loading or unloading the shipment, as the case may be, and to run until the actual use of the forklift equipment is terminated.

NOTE 1 - Actual use shall include travel time of the lift truck to and from the point of unloading.

Effective Date: 01/05/00**ITEM 752****Issue Date: 01/05/00****Item Title: SPLIT PICKUPS OR SPLIT DELIVERIES OF TRUCKLOAD OR VOLUME SHIPMENTS WITHIN CONTINUOUS PLANT PROPERTY**

A single shipment subject to truckload or volume rates, may be stopped for partial loading or unloading within continuous plant property subject to the following provisions:

When shipment to be picked up is not available for complete loading at the initial pickup stop, or the shipment requires delivery at more than one site, the vehicle will, at the consignor's or consignee's request, be moved to not more than two additional loading or unloading sites within the continuous plant property premises, provided that any pickup or delivery site is not separated from the preceding pickup or delivery site by more than one public thorough-fare.

A vehicle transfer charge of \$39.75 shall be assessed for such transfer of the vehicle from one pickup site to another or from one delivery site to another, which charge or charges shall be in addition to all other lawful charges applicable to the shipment. Bill of lading or freight bill must bear notation to the effect that split pickup and/or delivery service is requested. Charges are to be paid by the party requesting the service.

The initial pickup stop and the vehicle transfer to each additional loading site, or the final delivery stop and the vehicle transfer to each additional unloading site shall, for the purpose of applying the provisions of Item 900 (Stop-off Rules) be considered as a single initial pickup stop, or a single final delivery stop, and not separate stops, and shall apply whether or not any other services are tendered under Item 900.

Effective Date: 11/01/18

ITEM 753

Issue Date: 11/01/18

Item Title: NON-COMMERCIAL "PRIVATE RESIDENCES": PICKUP OR DELIVERY
AND OTHER SUCH LOCATIONS

1. When carrier is requested or required to make pick-up or delivery at a private residence or other non-commercial locations defined in paragraph (3), an additional charge of \$7.85 per 100 pounds with a \$76.00 minimum charge and \$250.00 maximum charge per shipment will apply to the shipment. This charge will include the initial notification to arrange delivery at the private residence. Any additional notifications will be charged at the otherwise applicable notification charges and assessed to the party requiring the additional notice.
2. Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the consignee otherwise.
3. The term "private residences" also includes apartments, camps, farms, Assisted Living Centers and other such locations not generally recognized as commercial locations and shall apply to the entire premises.
4. If the carrier complies with the regulation described in Paragraph 2, and through the fault of the consignor or consignee, is unable to pickup or deliver as scheduled, a charge of \$3.50 per 100 pounds with a \$36.00 minimum charge to cover the service described in Paragraph 2 and additional costs of the re-notification, arrangement, and re-pickup or delivery will be assessed. The requirements of Paragraph 2 regarding prior arrangements for pickup or delivery are similarly applicable when re-pickup or redelivery is necessary.
5. Charges provided in Paragraph 4 above, if accrued, will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee, except charges on shipments moving on government bills of lading will be collected from the U. S. Government.

Effective Date: 01/08/18**ITEM 754****Issue Date: 01/08/18****Item Title: PICKUP OR DELIVERY SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS
OR AFTER NORMAL BUSINESS HOURS DELIVERIES**

When consignor or consignee request carrier to pickup or deliver freight on Saturdays, Sundays or Holidays, (See Note 1) or after normal business hours (See Note 4), such service will be subject to the following charges, such charges (See Note 2) shall be in addition to all other applicable charges:

\$117.00 an hour; subject to a minimum charge of \$306.00 per vehicle used plus actual freight charges; or full non-discounted (no FAKs) class rates off the current UPPN 500 tariff; whichever produces the higher charge.

NOTE 1 - The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.

NOTE 2 - Charges must be either paid by the party requesting the service, or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

NOTE 3 - Each Fraction of an hour will be rounded up to the next hour.

NOTE 4 – Normal Business Hours are considered to be 8:00 AM to 5:00 PM. Deliveries must be completed by 5:00 PM. Any excess time will be subject to the charges listed herein.

Effective Date: 11/01/18

ITEM 755

Issue Date: 11/01/18

Item Title: LIMITED ACCESS DELIVERIES

1. When carrier is requested or required to make pick-up or delivery at Limited Access locations defined in paragraph (3), an additional charge of \$7.85 per 100 pounds with a \$76.00 minimum charge and \$250.00 maximum charge per shipment will apply to the shipment. This charge will include the initial notification to arrange delivery at the private residence. Any additional notifications will be charged at the otherwise applicable notification charges and assessed to the party requiring the additional notice.
2. Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the consignee otherwise.
3. The term Limited Access includes Churches, Schools, Mines, Parks, Amusement Parks, Construction Sites, Storage Units, Military Bases or Installations, Prisons, Jails or Detention Centers and other such locations and shall apply to the entire premises.
4. If the carrier complies with the regulation described in Paragraph 2, and through the fault of the consignor or consignee, is unable to pickup or deliver as scheduled, a charge of \$3.50 per 100 pounds with a \$36.00 minimum charge to cover the service described in Paragraph 2 and additional costs of the re-notification, arrangement, and re-pickup or delivery will be assessed. The requirements of Paragraph 2 regarding prior arrangements for pickup or delivery are similarly applicable when re-pickup or redelivery is necessary.
5. Charges provided in Paragraph 4 above, if accrued, will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee, except charges on shipments moving on government bills of lading will be collected from the U. S. Government.

Effective Date: 01/01/16

ITEM 756

Issue Date: 01/01/16

Item Title: PICKUP OR DELIVERY AT CONVENTIONS, SHOW SITES, FAIRS & TRAVELING SHOWS

When a consignor or consignee requests carrier to pickup or deliver freight at conventions, show sites, fairs & traveling shows, such service will be subject to an additional charge as follows unless otherwise itemized herein: \$9.20 per 100 pounds subject to a minimum charge of \$92.00. Such charge shall be in addition to all other applicable charges.

When delivered to locations listed below such charge shall be as follows:

- A. McCormick Place, 2301 South Lake Shore Drive, Chicago, IL**
 - 1. Subject to \$15.25 per 100 pounds subject to a Minimum Charge of \$292.00.**

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/01/16

ITEM 758

Issue Date: 01/01/16

Item Title: PICKUP OR DELIVERY AT MINESITES

ITEM CANCELLED

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 762

Issue Date: 01/08/18

Item Title: CUSTOM PROCESSING FEES

On shipments destined to, or originating to points outside the continental United States, there will be a customs processing fee of \$ 19.00 (U.S.) assessed, per shipment, when US SPECIAL DELIVERY, Inc. is the handling carrier at customs.

In the event US Special Delivery, Inc. processes custom paperwork and the pickup and/or delivery is cancelled, US Special Delivery, Inc. will assess a charge of \$21.00 (US Funds) to the party who initially requested the pickup and/or delivery.

Effective Date: 01/05/00

ITEM 765

Issue Date: 01/05/00

Item Title: PRECEDENCE OF RATES

The establishment of an LTL export, import, coastwise or inter-coastal commodity rate or Exception rating does not remove the application of volume or truckload class rates nor does the establishment of a volume or truckload export, import, coastwise or inter-coastal commodity rate or Exception rating remove the application of an LTL class rate or rating.

Effective Date: 01/01/16

ITEM 766

Issue Date: 01/01/16

Item Title: REFUND AND INCENTIVE REFUND DISCOUNTS - APPLICATION OF

Refund, Incentive Refund or other Off-Bill Discounts:

- 1. Must comply with the provisions of the ICC Termination Act of 1995, Section 13708, Billing and Collecting Practices.**
- 2. Will, except for single-line shipments moving outbound prepaid or inbound collect, not be considered in the alternation of pricing process. Instead, apply otherwise applicable pricing.**
- 3. Will, except for "Incentive Refund" discounts, not be applicable to shipments discounted by use of a "deduct" or "on-bill" discount.**
- 4. Will not be applicable on accessorial charges.**
- 5. Will apply only when US SPECIAL DELIVERY receives all applicable freight charges within 30 days of:**
 - a) Billing date for shipments moving freight charges prepaid.**
 - b) Delivery date for shipments moving freight charges collect.**
- 6. Will not apply on shipments moving on government bills of lading, shipments moving on commercial bills of lading that are to be converted to government bills of lading nor on shipments where freight charges are to be paid by the U.S. Government.**
- 7. Will not be applicable on shipments subject to a Minimum Charge.**

Effective Date: 01/05/00

ITEM 770

Issue Date: 01/05/00

Item Title: PREPAYMENT OF GUARANTEE OF CHARGES

Unless otherwise provided in carrier's tariffs, shipments will be accepted subject to the following provisions:

1. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the shipper.
2. A collect shipment is one in which the charges for transportation service including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.
3. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under carrier's regulations. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
4. If, in the judgment of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
5. If a shipment is required by Paragraph 4 hereof or by any provision of this tariff to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the carrier's regulations. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the bill of lading.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 776

Issue Date: 01/05/00

**Item Title: PREPAYMENT ON SHIPMENTS TO CHAUTAUQUAS, EXHIBITIONS, FAIRS
OR TRAVELING SHOWS**

Freight charges must be prepaid on all shipments consigned to or in care of trade shows, traveling shows, Chautauqua's, fairs or exhibitions, unless instructions on the original bill of lading:

- a) Provide that payment is to be made by a third party (neither the shipper nor consignee),
or**
- b) Require the carrier to send the freight bill to a location other than the actual origin or
actual destination for payment.**

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 778

Issue Date: 01/05/00

Item Title: PREPAYMENT, PARTIAL

- 1. Except as otherwise specifically provided or as provided in 2 below, partial prepayment of freight charges will not be permitted.**
- 2. Shipments to or from Alaska, Hawaii, Mexico or Puerto Rico will be accepted on a partial prepaid basis.**

Effective Date: 11/02/11

ITEM 780

Issue Date: 11/02/11
Item Title: PROHIBITED OR RESTRICTED ARTICLES
(Subject to Notes 6, 8)

SECTION 1-Property of Extraordinary Value.

Unless otherwise provided the following property of Extraordinary Value will not be accepted for shipment or as premiums accompanying other articles.

Bank bills
Credit Cards
Currency, other than coin (Note 1)
Custom Made Furniture, Wooden articles
Deeds
Drafts
Grandfather Clocks or Floor Standing Clocks
Granite, Marble or Stone in Dimensions Greater than 16"x16"x2"
Jewelry, other than costume or novelty jewelry
Letters, with or without stamps affixed (Note 2)
Museum exhibits or articles of antiquity (Note 4)
Notes
Original works of art (Note 5)
Pool Tables or Game Tables- Arcade Games, Gambling Machines
Postage stamps
Precious stones
Revenue stamps (Note 3)
Used Household goods or any Merchandise purchased thru EBAY or similar online Services.
Valuable papers of any kind

In the event one of these restricted articles is inadvertently picked up by UPPN, UPPN maximum liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence

Effective Date: 11/02/11**ITEM 780**

Issue Date: 11/02/11
Item Title: PROHIBITED OR RESTRICTED ARTICLES
(Subject to Notes 6, 8)

SECTION 2- Freight Liable to Damage Other Freight or Equipment.

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

NOTE 1 - Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC 100, Item 310.

NOTE 2 - United States Mail will be accepted when the consignor and consignee are United States Post Offices.

NOTE 3 - Except U. S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

NOTE 4 - Except antique furniture subject to NMFC 100 Items 100240 and 100260 or numismatic exhibits subject to NMFC 100, Item 63830.

NOTE 5 - Except pictures or paintings subject to NMFC 100, Items 100240, 100260 and 149420.

NOTE 6 - The term "package", as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over-packed in an additional complying package, the carrier's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" \$25.00 and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over-packed in an additional complying package.

NOTE 7 - Articles tendered with an invoice stated on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage.

NOTE 8 - The provisions of this item will also apply on export of import shipments.

Effective Date: 11/02/11

ITEM 780

Issue Date: 11/02/11
Item Title: PROHIBITED OR RESTRICTED ARTICLES
(Subject to Notes 6, 8)

SECTION 3 - Articles Not Accepted For Shipment

The following articles will not be accepted for shipment:

- a) Acid, in carboys, unless boxed with projecting necks protected, or completely boxed.**
- b) Biological Products**
- c) Carbon Black, Lamp, Graphite**
- d) Corpses.**
- e) Fireworks other than specified in the NMFC.**
- f) Hazardous Waste (Non Hazardous Waste)**
- g) Medical Waste**
- h) Nitrocellulose (Except UN3270)**
- i) Poisonous/Infectious Substances**
- j) Radioactive Materials of any nature**
- k) No freight will be accepted which, when loaded on equipment will not permit the motor carrier's said equipment passing over bridges or through underpasses, or where highway obstructions or conditions will not permit safe operation.**

In the event one of these prohibited or restricted articles is inadvertently picked up by UPPN, UPPN maximum liability will be limited to \$0.10 per pound or a maximum of \$500.00 per occurrence

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/01/12

ITEM 782

Issue Date: 01/01/12

Item Title: SHIPMENTS OF EXTRAORDINARY VALUE

ITEM CANCELLED

Effective Date: 09/12/17

ITEM 810

Issue Date: 09/12/17

Item Title: PROTECTIVE SERVICE – (Protect from Freezing)

Protective service will commence on the first day of October and continue through April 30th of each year.

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

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

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

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

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

- a) Except as otherwise provided, traffic requiring heater service will be accepted only when suitable equipment is available.
- b) Heated trailers and/or heated storage areas and/or shipment technology will be used to protect shipments from freezing based on availability and US Special Delivery discretion.
- c) Protection on freezable shipments is provided seven (7) days a week while the freight is in possession of US Special Delivery. Advanced notice is required for shipments being picked up on Fridays or day before a holiday.
- d) In the event freight is being held and awaiting disposition from the shipper or consignee, US Special Delivery will act solely as a warehouseman and take due care of the freight to protect it from freezing.
- e) Canadian Shipments: An eighteen percent surcharge, subject to a \$35.00 minimum charge, will be applied to the net charges on each shipment weighing up to and including 19,999 lbs, and a ten percent surcharge, subject to a \$150.00 minimum charge, will be applied to the net charges on each shipment weighing 20,000 lbs and over, requiring protection from freezing on interlined/interchanged shipments with a connecting carrier destined to or originating from Canada.
- f) During circumstances of extreme conditions, in an effort to protect the freight:

We reserve the option of keeping freight in a protective environment at a terminal and not putting freight on the street for delivery. This will void any and all penalties and charges due to a next day service failure.

Effective Date: 01/08/18

ITEM 810

Issue Date: 01/08/18

Item Title: PROTECTIVE SERVICE – (Protect from Freezing)

In addition, we reserve the option to suspend all pickups of freezable goods. US Special Delivery will not be liable for freight being frozen or damaged from the elements during these circumstances, and freight claims related to these circumstances will not be honored. This will void any and all penalties and charges due to a service failure.

In the event a “Protect from Freezing” shipment freezes, US Special Delivery may pay freezable claims up to \$5.00 per pound for the damaged portion of the shipment subject to a maximum claim of \$5000.00 per shipment.

WEIGHT	PRICE
0-2,499 LBS	\$ 35
2,500 - 4,999 LBS	\$ 50
5,000 - 9,999 LBS	\$100
10,000 +	\$ 250

NOTE 1 - No damage claim will be paid out if the above fee is not paid, unless the charge is specifically and expressly waived in the customers discount program.

Effective Date: 01/08/18

ITEM 820

Issue Date: 01/08/18

Item Title: RECONSIGNMENT OR DIVERSION

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

1. DEFINITION OF RECONSIGNMENT OR DIVERSION:

For the purpose of this rule the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- a) A change in the name of the consignor or consignee.
- b) A change in the place of delivery within original destination points.
- c) A change in the destination point.
- d) Relinquishment of shipment at point of origin (See Note 4).
- e) Instructions received by the originating carrier prior to receipt of shipment (See Note 5).

2. CONDITIONS:

a) Request for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reshipe, return or re-consign a shipment.

b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.

c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.

d) Only entire shipments, not portions of shipments may be re-consigned.

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 as canceled, endorsed or exchanged.

f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.

g) Marking or Tagging (See Note 6)

h) Request for reconsignment of "In Bond" shipments will be permitted. However, if requested shipments will be stored (See Item 910) at reconsignment point until such time as the new or revised clearance papers are received by the carrier. Once received, the shipment will be handled to destination.

Effective Date: 01/08/18

ITEM 820

Issue Date: 01/08/18
 Item Title: RECONSIGNMENT OR DIVERSION

3. CHARGES:

Reconsignment as defined in Paragraph 1 will be subject to the following: (See Notes 3 thru 8)

If Reconsignment Results in a Change:

And Reconsignment Occurs: (See note 7 in place of delivery)	In the name of the consignor or consignee with no change (see note 1)	In the place of delivery within original destination point	In the destination point (See note 2)
--	--	--	---------------------------------------

CHARGES IN CENTS WILL BE:

Prior to tender of delivery	Per shipment (1) \$52.00	Per shipment (1) \$52.00	Published tariff rates from reconsignment point to new destination point
After tender of delivery	Per shipment (1) \$52.00	(1) 5.80 per 100 lbs. (1) \$52.00 minimum charge per shipment (1) 442.00 maximum charge per vehicle used	Published tariff rates from reconsignment point to new destination point

NOTE 1 - Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:

- A. Subject to the same line haul rate as the original destination point and;
- B. Within the following mileage's measured from the municipal limits of the original destination points:

Population of Original Destination	Miles from original destination
Less than 2,500	2
2,500 to 24,999	3
25,000 to 99,999	4
100,000 and over	5

C. If any portion of an incorporated municipality falls within the mileage's shown, the entire municipality shall be included.

NOTE 2 - Includes points and places other than those defined in Note 1.

NOTE 3 - If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier the charge will be \$20.00 per shipment in addition to the applicable tariff rate from point of origin to new destination.

Effective Date: 01/08/18**ITEM 820****Issue Date: 01/08/18****Item Title: RECONSIGNMENT OR DIVERSION**

NOTE 4 - Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places determined by Note 1), for return of a shipment to the original place of shipment or delivery thereof to another carrier to point of origin to relinquish possession thereof to a shipper or to another carrier at carrier's terminal such service is performed will be subject to a charge of \$5.80 per 100 pounds with a minimum charge of \$52.00 per shipment and a maximum charge of \$442.00 per shipment or \$442.00 per vehicle used.

NOTE 5 - Upon instructions received by the originating carrier prior to receipt of shipment at point or origin accomplished by a through bill of lading covering the shipment, the carrier will accept the shipment when entered by the party in possession of the shipment, issue a receipt therefor (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$29.50 per shipment.

NOTE 6 - Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC 100 Item 580 or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for Marking or Tagging.

NOTE 7 - The provisions governing reconsignment "prior to tender of delivery" will only apply when carrier received the request for reconsignment:

- a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or**
- b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery.**

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

NOTE 8 - "When consignor or consignee or its agent elects to accept shipment at carrier's terminal 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 \$5.80 per 100 pounds subject to a minimum charge of \$52.00 and a maximum charge of \$442.00 per shipment or \$442.00 per vehicle used. Shipments subject to this note are not subject to Item 320 (Allowance - Pickup or Delivery).

Effective Date: 01/08/18

ITEM 830

Issue Date: 01/08/18
Item Title: RE-DELIVERY

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 of final delivery will be subject to the following provisions: (except as provided in Note 1)

A. When one or more additional tenders of final delivery is made at the consignee's place the shipment will be subject to the following charges for each such tender and for the final delivery.

- (1) \$5.25 per 100 pounds;**
- (1) \$53.50 minimum charge;**
- (1) \$535.50 maximum charge;**
- (1) \$510.00 maximum charge per shipment or per vehicle used.**

B. If in lieu of final delivery at consignee's place, consignee elects to accept delivery at carrier's premises the shipment will be subject to the following charges:

- (1) \$2.57 per 100 pounds;**
- (1) \$21.00 minimum charge;**
- (1) \$278.00 maximum charge per shipment or per vehicle used.**

C. All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

NOTE 1 - On Order - Notify shipments, the minimum re-delivery charge shall be \$52.00.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 845

Issue Date: 01/05/00

Item Title: REFERENCE TO CLASSIFICATIONS, TARIFFS OR PORTIONS THEREOF

Where reference is made to classifications, tariffs or portions thereof, such reference will include amendments to or successive issues of such classifications, tariffs or portions thereof.

Effective Date: 01/05/00**ITEM 848**

Issue Date: 01/05/00
Item Title: VALUATION ON COMMODITIES
(See Notes 1, 2, 3, 4, 5 and 6)

Exceptions to NMFC 100, Items 8900 thru 11622, Used Agricultural Implements and Parts; Items 60500 thru 63540, Used Electrical Equipment Group; and Items 114000 thru 133454, Machinery Group.

Commodities described above, other than new, will be accepted for transportation and rated by carrier subject to the following: (Exception to Items 765 and 766 of this tariff)

A. Released to a value not exceeding 10 cents per pound apply 92% of applicable class rate(s) or minimum charge or apply otherwise applicable rates when such provisions produce lower total freight charges.

B. Released to a value exceeding 10 cents per pound but not exceeding 100 cents per pound apply 95% of applicable class rate (s) or minimum charge.

C. Released to a value exceeding 100 cents per pound but not exceeding 250 cents per pound apply 97% of applicable class rate (s) or minimum charge.

D. When consignor declares actual value exceeding 250 cents per pound on shipment, apply 110% of applicable class rate (s) or minimum charge.

If consignor fails to declare a released value at time of shipment, shipment will be subject to the lowest released value herein.

Failure of the consignor to declare that commodity is "used" shall not alter the application of this item.

NOTE 1 - Except as provided in "A" above, this item applies only on class-rated shipments and does not apply on those commodities named in NMFC - 100 which provide specific actual value provisions.

NOTE 2 - Provisions will not apply on used items, which have been reconditioned and not further used prior to shipment.

NOTE 3 - Shipments subject to the provisions of Item 565 (Freight, All Kind) :
a) Will not be subject to the percentage expressions as shown in this item.
b) Will be subject to the lowest released value provided in this item.

NOTE 4 - Reference to class rates in this item means class rates made by the use of the appropriate NMFC class or rating, not exceptions thereto.

NOTE 5 - Percentage expressions in this item, when applicable, will be applied in lieu of any specific account pricing.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 848

Issue Date: 01/05/00
Item Title: VALUATION ON COMMODITIES
(See Notes 1, 2, 3, 4, 5 and 6)

NOTE 6 - Shipments of Used Automobile Parts/Body parts as listed in NMF 100 series. Items 17800 through 20140 will be accepted only when released at a value not exceeding \$.10 per pound.

If the shipper fails or declines to execute the above statement or designates a value exceeding 10 cents per pound, the shipment will not be accepted, but if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding 10 cents per pound and the shipment will move subject to such limitation of liability.

Effective Date: 01/05/00**ITEM 849****Issue Date: 01/05/00****Item Title: RELEASED OR ACTUAL VALUE CONDITIONS**

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC subject to released or actual value conditions, the released or actual value provided in the NMFC for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

In all cases, where an article or articles makes reference to a released or actual value provision and the shipper (or agent representing the shipper), fails to properly mark the original bill of lading with the released or actual value; and the settlement of a claim is in question, the carrier is liable for the lowest released or actual provision provided by the N.M.F.C. item making reference to a release or actual value provision, when the N.M.F.C fails to clearly specify which value to use when the original bill of lading is not marked properly by the shipper or its assigns.

Effective Date: 05/11/20**ITEM 865****Issue Date: 05/11/20****Item Title: RETURNED UNDELIVERED SHIPMENTS**

Undelivered shipments that are returned to the shipper at the shipper's request will be subject to applicable rates and charges in effect on the date of return from the new origin (the original destination of the outbound shipment) to the new destination (the original origin of the outbound shipment).

- A. All non-perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be returned to carrier's terminal. Consignor will be notified of any such shipment within 48 hours after its return to terminal. Consignor will be allowed 48 hours free time following the date on which such notification is made to furnish disposition instructions. If such disposition is not furnished within the free time, shipment will be placed in storage at owner's expense.**
- B. All perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be disposed of according to the terms of Section 4 of "Contract Terms and Conditions" of the bill of lading as provided in the governing classification.**
- C. All shipments returned to carrier's terminal will be subject to the tariff rate or charge for such return movement in addition to the charge for the initial movement to the consigned destination.**
- D. Storage charges (Item 910) are applicable for any shipment held in carrier's terminal beyond free time (48 hours).**

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 870

Issue Date: 01/05/00

Item Title: ROADSIDE DELIVERIES

Roadside deliveries will be made without a receipt from the consignee if so directed by the shipper, but only at the shipper's risk and such shipments must have freight charges fully prepaid. Bill of lading in such instances must carry a notation as follows:

“Deliver without receipt from consignee”.

There shall be no liability upon carrier for any loss or damage to said shipment after such delivery.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 08/05/05

ITEM 875

Issue Date: 08/05/05

Item Title: SECURITY SERVICE REQUIREMENTS

When a carrier is required to provide security service, beyond the ordinary care exercised by a motor carrier in the transportation of freight or submit to shipper, consignee, customer, government or military security requirements in conjunction with pickup or delivery of a shipment or shipments, additional charges may be assessed in addition to normal line-haul charges, and applicable accessorial charges.

Such service may include, but is not limited to:

- a. Security checks, prior to, during or after delivery, of personnel, equipment or cargo;**
- b. Security checks, prior to, during or after pickup, of personnel, equipment or cargo;**
- c. Electronic scanning of equipment;**
- d. Sealing of trailer after security check;**
- e. Sealing of trailer at carrier's terminal prior to delivery;**
- f. Restrictions on delivery or pickup due to federal, state or local ordinances or regulations, including curfews, military requirements, martial law or restrictions imposed by the consignee or shipper;**
- g. Restrictions on commingled freight required by consignee or shipper;**
- h. The use of specific types of delivery equipment other than that normally used by the carrier.**
- i. Where the application of the security services outlined in this item interferes with the carrier's ability to meet scheduled appointments for pickup or delivery, the carrier may apply additional charges for such detention or redelivery.**

The additional charges must be guaranteed by the payor of the freight charges prior to any attempt to deliver or pickup.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 882

Issue Date: 01/05/00

**Item Title: POSTMASTER OR POST OFFICE CONSIGNED SHIPMENTS
FOR MOVEMENT BEYOND VIA U. S. MAIL**

Subject to Notes 1 and 2 below, shipments consigned to the U. S. Postmaster at a particular point, or to a carrier for delivery to a U. S. Post Office at a particular point, will be accepted only on the following conditions:

- 1. All charges on such shipments must be prepaid.**
- 2. The post office stamp on the carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment. Any and all charges required to be paid to the U. S. Post Office, stamped on the carrier's freight bill will be advanced by the carrier and such charges so advanced shall be collected from the shipper.**
- 3. Packages must carry sufficient postage for movement to destination.**
- 4. If separate and special certificates of mailing are required by the Post Office or shipper preparations of such documents must be performed by the consignor.**

NOTE 1 - Shipments consigned to an Army, Air Force or Navy Postal Service, (APO) or (FPO), will not be accepted.

Note 2 - The provisions of this rule will not apply on property shipped by or for the government on government bills of lading or commercial bills of lading, endorsed to show that such bills of lading are to be exchanged for government bills of lading at destination or that actual transportation costs will ultimately be paid by the government.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 885

Issue Date: 01/08/18

**Item Title: SINGLE SHIPMENT CHARGES ON PICKUPS OF LESS THAN
500 POUNDS EXCEPT AS NOTED**

a) A single shipment of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same consignor, or shipping agent will be subject to a charge of \$ 10.50 per shipment in addition to all other lawfully applicable charges.

b) When the charge, computed at actual weight and applicable rate or rates, plus the charge published in paragraph (a) exceeds the charge computed at weight of 500 pounds without the charge published in paragraph (a), the latter bases will apply.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/01/16

ITEM 887

Issue Date: 01/01/16

Item Title: SORTING OR SEGREGATING SHIPMENTS

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight EXCEPT as provided in this item.

A. When a shipment is tendered to the carrier in lots according to size, brand, flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continued to unload the vehicle subject to applicable detention charges.

B. When the conditions of paragraph (A) are not met, a charge of \$.52 per package will be assessed for sorting or segregating by marks, brands, sizes, flavors, or their distinguishing characteristics EXCEPT as provided in paragraph (C) subject to a Minimum Charge of \$58.00. Such charges will be assessed against the party requesting or requiring this service, and are in addition to applicable detention charges.

C. No sorting or segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages, as may have been ascertained by carrier's employee.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 900

Issue Date: 01/08/18

**Item Title: STOP - OFFS - PARTIAL LOADING OR PARTIAL UNLOADING
(See Notes 1 thru 14)**

Except as otherwise specifically provided in individual items, the following provisions govern stopping in transit to partially load or complete loading, stopping in transit to partially unload, additional pickup stop at point of origin, and additional delivery stop at point of destination. See item 752 for slit pickup or delivery within continuous plant property.

PART 1 - SHIPPING INSTRUCTIONS:

- A. Shipments to be accorded stops here provided; must be from one shipper at one point of origin to one consignee at one point of destination, on one bill of lading.**
- B. Shippers must specify on shipping bill the name of consignee and final destination of shipment, also point or points at which stops are to be made to partially load or unload, a description of the quantity to be loaded or unloaded and names of parties to tender or to receive such quantities at such stops.**
- C. On joint line traffic, stopping in transit privileges apply only when the entire shipment or the remaining portion of the shipment is delivered to one connecting carrier.**

PART 2 - STOPPING FOR PARTIAL LOADING:

- A. Shipments subject to volume or truckload minimum weights, or actual weight, if greater, may be stopped in transit not more than two stops at the same point, or at separate points, directly intermediate to the point of origin and point of destination to partially load or complete loading of shipment.**
- B. When a shipment based on volume or truckload minimum weights or shipment on which the charges are paid on basis of volume or truckload rates, is to be picked up from more than one place and be delivered at more than one place, the following must be complied with;
Freight must be tendered to the carrier in such a manner that the component parts can be**

unloaded at the place of stop-off without unloading and reloading or rearranging the lading in order to effect delivery. If this is necessary, it must be done by the party tendering or receiving freight at the place of stop-off.

PART 3 - STOPPING FOR PARTIAL UNLOADING:

A. Shipments subject to volume or truckload rates and volume or truckload minimum weights, or actual weight, if greater may be stopped in transit not more than three stops at the same point, or at separate points directly intermediate to the point of origin and point of destination, to partially unload a shipment.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 900

Issue Date: 01/08/18

Item Title: STOP - OFFS - PARTIAL LOADING OR PARTIAL UNLOADING
(See Notes 1 thru 14)

B. Two stops, in addition to final delivery stop of a volume truckload shipment will be permitted to partially unload. The stops can be at point of destination or an intermediate point.

PART 4 - ASSESSMENT OF CHARGES - LINE HAUL:

A. Freight charges on shipments stopped to partially load or complete loading shall be determined on the basis of the volume minimum weight or actual weight of the entire shipment, if greater, and at the truckload rate or rates applicable to the final destination from point where any portion of the shipment was loaded from which the highest charges are applicable.

B. Freight charges on shipments stopped for partial unloading shall be determined on the basis of the minimum weight or actual weight of the entire shipment, if greater and at the truckload rate or rates applicable from point of origin to the point where any portion of the shipment is delivered to which the highest charges are applicable.

C. Where rates in tariffs making reference to this tariff are subject to mileage rates, determined by the use of PC Miler, the mileage from origin to final destination via the stop-off point or points as indicated on shippers' bill of lading and shipping order, will determine the mileage for the assessment of charges.

PART 5 - PAYMENT OF CHARGES:

Except as otherwise provided charges on shipments stopped for partial loading or unloading must be prepaid. Shipments may be shipped collect when in compliance with all of the following requirements: Party or parties designated by shipper to accept freight at stop-off point or points must be same as billed consignee. All charges to be collected from consignee at final destination.

PART 6 - STOP-OFF CHARGES:

Except as otherwise provided on shipments stopped to partially load or complete loading or for partial unloading, exclusive of initial pickup stop, or final delivery stop, will be subject to a charge of \$145.50 per stop for three stops or less, \$196.50 per stop for greater than 3 stops, in addition to freight charges applicable.

PART 7 - LIMITATIONS:

A. A shipment to be stopped to partially load or complete loading may also be stopped for partial unloading.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 900

Issue Date: 01/08/18

Item Title: STOP - OFFS - PARTIAL LOADING OR PARTIAL UNLOADING
(See Notes 1 thru 14)

PART 8 - COD AND ORDER NOTIFY SHIPMENTS:

Stopping in transit for partial loading or unloading will not be permitted on shipments consigned "COD", "To Order", "Order Notify" or "Order Care Of".

PART 9 - COMMERCIAL ZONE OR TERMINAL AREA:

A. Definition of terms - "Point of Origin" "Point of Destination" - "Point of Final Destination".

B. When a point of origin, or a point of destination, is an incorporated city, town or village or an unincorporated community or village, the terms "Point of Origin", "Point of Destination", "Point of Final Destination" as herein used, shall mean all of the acreage lying within the municipal limits of such incorporated city, town, or village or all of the acreage lying within such unincorporated community or village and integral parts thereof.

PART 10 - STOP-OFFS HANDLED IN SEPARATE VEHICLES:

Carrier (or carriers) in performing the Stopping in Transit Service provided for by this item, may for operating convenience, use two or more vehicles in handling a single shipment, and all portions of the shipment need not be transported through the stop-off point or points.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 905

Issue Date: 01/08/18

Item Title: SPLIT PICKUP (Only when specific reference is made hereto)

Carrier will perform split pickup for LTL shipments subject to the following provisions.

A. When a shipment is picked up from one or more consignors at one or more points of origin, it will be billed at the rate applicable to the aggregate shipment, plus a charge of \$41.00 for each pickup exclusive of initial pickup.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 910

Issue Date: 01/08/18
Item Title: STORAGE

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

- 1. Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by the carrier.**
- 2. Storage charges on undelivered freight will begin at 7 A.M. the first business day (See Note 1) after notice of arrival as provided in Item 345 has been given, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given (See Exception).**
- 3. Freight, other than provided for in paragraph 4, stored in carrier's possession, will be assessed a charge of \$1.76 per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to the following minimum and maximum charges: (See Note 2)**

MINIMUM CHARGES: \$19.00 per shipment per day, but not less than \$37.00 per shipment.

- 4. Freight stored in carrier's possession which is subject to truckload or volume rates, or which is subject to Exclusive Use of Vehicle or Expedited Service or Capacity Load provisions will be \$83.00 per shipment per day or per vehicle if more than one vehicle is used to transport the shipment: (See Note 2)**
- 5. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.**
- 6. Storage charges under this item will not apply on the day carrier places the freight in a public warehouse. When carrier does place the freight in a public warehouse, a charge of \$2.06 per 100 pounds, subject to a minimum charge of \$17.11 per shipment and a maximum charge of \$280.50 per shipment or \$280.50 per vehicle if more than one vehicle is used to transport the shipment, will be assessed.**

NOTE 1 - The term “business day” as used in this item means Monday through Friday, excluding holidays.

NOTE 2 - When carrier has been given instructions at time of shipment or prior to giving notice of arrival as provided in Item 345 that consignee will not accept freight for more than 24 hours, storage charges will begin at 7:00 A.M. the first business day after arrival at carrier’s destination terminal.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 910

**Issue Date: 01/08/18
Item Title: STORAGE**

EXCEPTIONS:

When carrier notifies consignee before 12:00 o’clock noon on the day the freight is ready to be delivered subject to the provisions of Item 502 (Detention-Vehicle with Power Units), and the consignee refuses or is unable to accept delivery on the day notified, storage charges as provided in paragraph 4 of this item will begin from the time consignee was notified and the provisions of paragraph 2 of this item will not apply.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 918

Issue Date: 01/05/00

Item Title: STRAIGHT OR MIXED SHIPMENTS

If a rate published in one item, applies on two or more commodities, such rate will apply to either straight or mixed shipment of such commodities, unless otherwise provided.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 940

Issue Date: 01/05/00

**Item Title: UNNAMED POINTS-APPLICATION OF CLASS RATES AT NAMED OR UNNAMED POINTS
(See Notes 1, 2, 3 and 4)
APPLICABLE ONLY AT POINTS IN THE UNITED STATES EXCLUDING ALASKA AND HAWAII**

1. INCORPORATED MUNICIPALITIES:

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply from and to points named and points and places within the corporated limits of the municipality and additionally to and from the following points, places and areas.

A: All Unincorporated areas within:	Of the corporate limits of the specified municipality if it has a population of:	But less than:
2 miles	Less than 2,500
3 miles	2,500 or more	25,000
4 miles	25,000 or more	100,000
5 miles	100,000 or more

Distances referred to are airline distances and populations are as reported by the last Federal decennial census.

B. All places in any other incorporated municipality any part of which is located within the limits described in sub paragraph (A) of this item.

C. All places in any other incorporated municipality, which is wholly surrounded, except for a water boundary, by any municipality included under the terms of sub-paragraph (B) of this item.

2. UNINCORPORATED COMMUNITIES:

Except as otherwise provided, rates rules and regulations provided in tariffs governed by this tariff will apply from and to points named, and additionally to and from places and areas as follows:

D. All places within:	By airline of the post office of the same name In such unincorporated community of the community has a population of:
2 1/2 miles	less than 2,500
4 miles	2,500 or more but less than 25,000
5 1/2 miles	25,000 or more

If the population of the community is reported in the last Federal decennial census, the population so reported will govern in applying this sub-paragraph. If the community does not have a post office of the same name, distances will be measured from the generally recognized business center.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 940

Issue Date: 01/05/00

Item Title: **TERMINAL AREA RULE - CLASS RATES
APPLICATION OF CLASS RATES AT NAMED OR UNNAMED POINTS
(See Notes 1, 2, 3 and 4)
APPLICABLE ONLY AT POINTS IN THE UNITED STATES EXCLUDING
ALASKA OR HAWAII**

E. All places in any incorporated municipality any part of which is within the limits described in sub-paragraph (D) of this item.

F. All points in any other incorporated municipality which is wholly surrounded or wholly surrounded except for a water boundary by any municipality included under the terms of sub-paragraph (E) of this item.

G. All points not meeting the criteria of sub-paragraph (D) will be subject to a charge of: \$ 7.50 per hundred with a minimum charge of \$ 50.00. This would include lakes, resorts and other locations not incorporated to the terms and conditions as listed within this item.

NOTE 1 - The provisions of this item are not applicable in establishing rates from or to points from or to which class rates are specifically published either in tariffs governed by this tariff.

NOTE 2 - If the place of collection or delivery lies within the pickup and delivery limits of one or more points of origin or destination, the rate applicable will be that from or to the point from or to which the lower or lowest rate is provided.

NOTE 3 - The provisions of this item apply only on interstate traffic and then only in connection with class rates.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 957

Issue Date: 01/05/00

Item Title: TOLLS OR TELEGRAMS, TELETYPE AND TELEPHONE MESSAGES

(A) Tolls on telegrams or telephone messages sent at request of shippers or consignees, or their agent or representatives, relative to shipments in transit, or disposition of freight on hand at destination, will not be assumed by carriers, excepting when such toll is upon answer to telegram or telephone message initiated by the carriers, relating to the traffic of the shipper or consignee, it will be assumed by the carrier.

(B) Tolls on telegrams, teletype and telephone messages originating from shippers, at Agency or Non-Agency Stations, who are requesting equipment for the transportation of their merchandise will be assumed by the carrier.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 959

Issue Date: 01/05/00

Item Title: TRANSFER OF LADING

1. When shipments subject to truckload or volume rates cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges in paragraph 4 in addition to all other applicable charges. These charges will be collected from the consignor.

2. When shipments subject to truckload or volume rates cannot be delivered with the vehicle used in transporting the shipment over the highways, the carrier will notify the consignee of this fact in the manner provided in Item 345 (arrival notice and undelivered freight). If the consignee requests the carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee.

3. When consignor or consignee requests that shipments subject to truckload or volume rates be picked up or delivered on a vehicle other than the vehicle used in transporting the shipment over the highway, the charges in paragraph 4 will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.

4. Each vehicle required for original pickup and or final delivery will be considered a separate transfer. The charge for the weight on each vehicle will be \$1.07 per hundred pounds, subject to a minimum charge of \$165.00 except for each transfer.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 11/01/18

ITEM 963

Issue Date: 11/01/18

Item Title: TRANSPORTATION OF HAZARDOUS MATERIAL

A. Shipments; which consist of hazardous materials, in whole or in part, will be assessed a charge of \$25.00 per shipment.

B. Shipments of hazardous material that require the carrier to procure additional information (due to the lack of the required information on the bill of lading) in order to be in compliance with the rules and regulations governing movements of hazardous material will be assessed a charge of \$16.00 per shipment. This is in addition to the hazardous material charge as provided in (A) above.

C. Class B poisons will be assessed a flat charge of \$278.00 per shipment.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/08/18

ITEM 985

Issue Date: 01/08/18

Item Title: VEHICLE FURNISHED BUT NOT USED

When carrier upon receipt of a request to pick up an LTL or truckload shipment or furnish a vehicle for the exclusive use of a consignor or the Party requesting, has dispatched a vehicle for such purpose, and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of \$90.00 per request per vehicle will be assessed against the consignor or the Party requesting such request.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 11/01/18

ITEM 992

Issue Date: 11/01/18

Item Title: SHIPMENT REWEIGH AND WEIGHT VERIFICATIONS

1. A weights and inspection charge will apply for any freight bill where an adjustment to linehaul charges has been made due to an inspection or re-weigh that result in a change in the shipment weight or change in the commodity NMFC class.

Where the adjustment increases linehaul charges by \$15.00 or more, the weights and inspection charge per bill shall be \$25.00. This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances, or fuel surcharge.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/01/12

ITEM 993

Issue Date: 01/01/12

Item Title: EXPEDITED SERVICE CHARGES

1. When a shipper, consignee or third party requests specialized pickup or delivery service that is not considered (as defined by US SPECIAL DELIVERY), as normal, everyday operating standards; Expedited Service charges will apply. A faxed authorization must be signed by the person or company requesting Expedited Service and who will also be responsible for all Expedited Service charges. If any conflict between the Expedited Service request and the terms of the Bill of Lading arises, the Expedited Service request and responsibility will apply.

2. All Expedited Service requests will be subject to all Special Service Charges and Driver Detention as defined in UPPN 125 Series (Rules & Special Services Tariff).

3. Call US Special Delivery Rate Department for pricing at 800 821 6389.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 994

Issue Date: 01/05/00

Item Title: WEIGHTS - OVERWEIGHT FINES AND RELATED EXPENSES

When, on the shipper's bill of lading, stated shipment weight is 1,000 pounds or more from the actual shipment weight, the following will apply:

1. The freight bill will be changed to reflect the actual shipment weight in addition to all other applicable charges:
 - a. The total actual costs of any resulting fines assessed against the carrier.
 - b. When the carrier's driver and/or equipment is delayed by State, Federal or other regulatory authorities, a charge for the total delay time shall be assessed at the rate of \$57.71 per hour or fraction thereof, subject to a minimum charge of \$57.71.
 - c. When it is required that the contents of the equipment be rearranged, unloaded, reloaded, or transferred to other equipment, a charge for the total time (See Note 1) spent in performing these functions shall be assessed as follows:

Days - Hours	Per employee, Per hour or fraction thereof	Minimum Charge per Employee
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$52.07	\$52.07
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	\$78.28	\$78.28
Saturday, Sunday and Legal Holidays	\$78.28	\$429.07

NOTE 1 - Total time shall be computed from the time the employee (s) is dispatched from the carrier's terminal facility until the employee (s) arrives back at the carrier's terminal facility after having performed the rearranging, unloading, reloading, or transferring functions.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 995

Issue Date: 01/05/00

**Item Title: WEIGHTS - GROSS WEIGHTS AND DUNNAGE
(Exceptions to NMFC Item 995)**

Section 1 - Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

Section 2 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, shall be excluded from the gross weight.

Section 3 - Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipper carrier, container or package, or a part of the vehicle, when required to protect to make shipments subject to other than LTL or AQ classes or rates (See Note 1) secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

A) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.

B) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$13.74 per hour or fraction thereof, for each man.

NOTE 1 - On interstate shipments this provision applies to shipments where the quantity shipped meets, exceeds or is charged for at weights determined by the provisions of item 997 of ICC NMFC 100 series, used the MW factor in items 1010 through 201060 of ICC NMFC 100 series for the commodity being shipped.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 01/05/00

ITEM 996

Issue Date: 01/05/00

Item Title: APPLICATION OF UNCONDITIONAL GUARANTEE PROVISIONS

These provisions are intended to protect US SPECIAL DELIVERY from abuse and/or dishonesty and/or illegal activity engaged by any individual or company in an attempt to defraud US SPECIAL DELIVERY based upon the US SPECIAL DELIVERY 'Unconditional Guarantee of Complete Customer Satisfaction'.

The Company (US SPECIAL DELIVERY) will not accept responsibility for any customer dissatisfaction caused by factors beyond its control; such as weather, interline carriers, bill of lading errors, strikes or customer initiatives. Pricing conditions are not subject to, nor any part of, the Company's unconditional guarantee of complete satisfaction. US SPECIAL DELIVERY will not recognize any dissatisfaction associated with rates and charges that are applied according with the company tariffs or written agreements and contracts with customers. In the case of any dispute, the US SPECIAL DELIVERY tariff provisions will prevail, and in the event there is no applicable tariff provision, US SPECIAL DELIVERY's decision shall prevail.

Customers must prove credit worthiness. The US SPECIAL DELIVERY guarantee does not apply to customers with freight charges in arrears for greater than 30 days. The guaranteed on time service will not apply on residential, COD, appointment/notify or sight draft deliveries.

Sufficient notice must be provided to US SPECIAL DELIVERY of customer expectations and those expectations must be reasonable. Customers must present dissatisfaction within 30 days of the freight bill date or date of service failure. Remedies may include anything the customer deems necessary to solve the problem. The Company reserves the sole right to judge the reasonableness of any remedy for any instance of customer dissatisfaction, to deny any remedy proposed, and to offer alternatives whenever the Company deems appropriate.

Shippers and consignees must act in compliance with generally accepted shipping and receiving standards and practices. Packaging must be suitable to withstand the rigors of transportation and each piece of every shipment must be clearly labeled with legible names and addresses of the shipper and consignee.

The US SPECIAL DELIVERY guarantee applies to "direct" shipments only that are handled entirely and solely by US SPECIAL DELIVERY.

In order to qualify for guaranteed on time delivery, customers must call for a pick up before 2:00 PM and have the freight ready for pick up before 5:00 PM on the day of shipment.

All provisions of UPPN Tariff 125 Series, Rules of Transportation and Special Services, shall apply.

UPPN 125-B

US SPECIAL DELIVERY

Effective Date: 11/01/18

ITEM 997

Issue Date: 11/01/18

Item Title: OVER DIMENSION FREIGHT – Excessive Length

Any shipment containing one or more articles that equal or exceed 8 feet in length shall be assessed an additional charge as outlined in the following table. Fuel surcharges shall not apply to the over dimension charge.

LENGTH	CHARGE
8.00 - 12.00 ft	\$ 85.00
12.01 - 16.00 ft	\$135.00
16.01 - 20.00 ft	\$185.00
20.01 - 28.00 ft	\$400.00
28.01 ft and over	Call for quote

If the shipment meets the requirements of Item 390 Capacity Load or Item 611 Minimum Charge – Density, the higher charge shall apply.

Effective Date: 11/01/18

ITEM 998

Issue Date: 11/01/18

Item Title: BLIND SHIPMENT and SHIPMENT COORDINATION

- **A blind shipment is when a third party controls the movement of the freight but does not want the shipper or Consignee to know the name of the other. The following conditions will apply to blind shipments:**
- **Only requests prior to pick up will be considered for this service. If the request is not made prior to pick up, the request will be handled as a reconsignment subject to the provisions of Item 820 herein.**
- **Carrier must receive shipping instructions from the third party and be satisfied that the third party has the legal authority to control the shipment.**
- **Charges for this service and applicable line-haul charges must be billed prepaid and paid by the party requesting the service.**
- **Charges as found in Item 581 (Marking of Freight) will not apply on shipments subject to this item.**
- **Carrier will make a diligent effort to execute a request for Blind Shipment service, but will not be responsible if such service is not executed.**
- **Section 7 of the Bill of Lading cannot be signed.**
- **The party requesting the service must have established credit.**
- **A charge of \$25.00 will apply in conjunction with all other applicable charges.**
- **Two bills of lading are required and both must be prepaid.**
- **The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code and be consigned to the third party in care of carrier's terminal serving the Consignee.**
- **The corrected bill of lading will identify the third party as the shipper with the shipper's city, state and zip code and the actual Consignee name and address.**
- **The invoice will be generated from the corrected bill of lading.**

Effective Date: 01/05/00

ITEM 9999

Issue Date: 01/05/00
Item Title: EXPLANATION OF REFERENCE MARKS

(I) Denotes Increase
(R) Denotes Reduction
(CW) Denotes change which results in neither increase nor reduction
(NC) Denotes no change in rate
(A) Denotes Addition
(E) Denotes except as otherwise provided
(N) Denotes new
(C) Denotes change in wording
(-) Denotes inclusive when used between two numbers
(D) Denotes Cancellation

EXPLANATION OF ABBREVIATIONS

ATA American Trucking Association
AQ Any Quantity
COD Collect on Delivery
CNCD Concluded
CONT Continued
CWT Per hundred weight
DPS Department of Public Service
LBS Pounds
LTL Less than Truckload (Weight Groups L5C thru 10M)
MAX Maximum weight in pounds per vehicle loaded
M/C Minimum charge per shipment in dollars and cents
M/W or MW Minimum weight in pounds per vehicle loaded
MWB Middlewest Motor Freight Tariff Bureau
NMFTA National Motor Freight Traffic Association
NMFC National Motor Freight Classification
NOIBN Not otherwise indexed by name
NOS Not otherwise specified in tariff
UPPN U.P. Special Delivery, Inc.
RRCC Regular Route Common Carrier
RVNX Released to a value not exceeding
S.B.T. Surface Transportation Board
TL Truckload (Weight Groups 20M and higher)
U.S. United States
USPS United States Postal Service
VT Volume or Truckload shipment
VIZ Videlicet; namely

Effective Date: 01/05/00

ITEM 9999

Issue Date: 01/05/00

Item Title: EXPLANATION OF REFERENCE MARKS

WEIGHT GROUPS (See Note 1)

L5C	Shipment weight of less than 500 lbs.
5C	Shipment weight of 500 lbs. or more but less than 1000 lbs.
1M	Shipment weight of 1,000 lbs. or more but less than 2,000 lbs.
2M	Shipment weight of 2,000 lbs. or more but less than 5,000 lbs.
5M	Shipment weight of 5,000 lbs. or more but less than 10,000 lbs.
10M	Shipment weight of 10,000 lbs. or more but less than 20,000 lbs.
20M	Shipment weight of 20,000 lbs. or more but less than 30,000 lbs.
30M	Shipment weight of 30,000 lbs. or more but less than 40,000 lbs.
40M	Shipment weight of 40,000 lbs. or more.

NOTE 1 - When the charge computed at actual weight exceeds the charge computed at the next higher weight group rate and minimum weight, the latter charge will apply.

-End-