

TARIFF 3500



MC -188471

RULES

AND

CHARGES FOR SPECIAL, ACCESSORIAL,

AND TERMINAL SERVICES AND

EXCEPTIONS TO RULES OF GOVERNING

CLASSIFICATION

This Tariff applies in connection with all shipments, quotations, and business with Tariffs or contracts making reference hereto unless otherwise noted.

RULES TARIFF

For governing publications, see Preface and Contents

Effective Date – 04/20/2020

ISSUED BY:

XPRESS GLOBAL SYSTEMS, LLC

Pricing Department

PO Box 24628

Chattanooga, TN 37422

PREFACE

The items in this Tariff are subject to revision and change. Xpress Global Systems, LLC (hereinafter "Carrier" of XGS) will make every effort to inform customers of changes in the rules Tariff. However, it is the customer's responsibility to know the current rules Tariff in effect at the time of the shipment.

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.

ITEM 80

APPLICATION OF SECTION

The rules provided in this section apply in connection with Tariffs making specific reference hereto. Where a rule is published in Tariffs making a reference to this Tariff, such rule published therein will apply in lieu of rules published herein.

ITEM 90

APPLICATION OF TARIFF

Except as otherwise specifically provided, provisions named in this Tariff will apply on shipments accepted by Carrier for transport destined to interstate, intrastate and interline points as specified in the XGS service guide in effect at the time of the shipment within the United States and Canada.

ITEM 100

DEFINITIONS

The terms:

1. "Business day" means each day, Monday thru Friday, excluding Holidays.
2. "Business hours" means the standard hours of 9am – 5pm eastern standard time, during which operations are generally conducted by XGS at the point where the service is performed.
3. "Carrier", "consignor" or "consignee" include the authorized representatives or agents of such "Carrier", "consignor" or "consignee".
4. "Shipment", Except as otherwise provided, a "shipment" is a lot of freight received from one shipper at one location and time, for one consignee at one destination, covered by one bill of lading, whose weight includes all packaging, wrapping, and pallets used in the shipment.
5. "Consignee to unload the shipment" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the Carrier's vehicle.
6. "Consignor to load the shipment" means the consignor will perform the complete service of loading the freight in or on the Carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
7. "Holiday" means: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by XGS at the point where the service is performed. When holiday falls on Sunday, the following Monday will be considered as a holiday. When a holiday falls on a Saturday, the holiday will be observed the previous Friday.
8. "Joint-line traffic" means the transportation of a shipment via two or more motor Carriers, not including Carriers performing pickup service at a point of origin or delivery service at point of destination intermediate interchange point as agent of the originating or delivering Carriers.
9. "Place" (See NOTE A), means a particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point".
10. "Point" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
11. "Single line traffic" means the transportation of a shipment via one Carrier or via two or more motor Carriers specifically designated as being considered as one Carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the Carrier or for its account by another Carrier as its agent.
12. "Site" means a particular platform, or specific location for loading or unloading at a "place".
13. "Traffic handled direct" means the transportation of a shipment via only one motor Carrier (not including Carriers specifically designated as being considered as one Carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such Carrier or for its account by another Carrier as its agent.

14. "Truck" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.

15. "Two-line haul", "three-line haul" or "four-line haul" includes the Carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more Carriers specifically designated as being considered as one Carrier will be considered as only one line.

16. "Any Quantity (AQ)"--An AQ rate or rating is one which is specifically designated AQ in this Tariff or in Tariffs making a reference to this Tariff and are those applicable to the articles regardless of the quantity or weight of the shipment.

17. "Converta-Van" means a trailer that can be used as a flatbed by removing side panels.

18. "Less than Truckload (LTL)"--A LTL rate or rating is one which is specifically designated LTL in this Tariff or in Tariffs making a reference to this Tariff and are those applicable to a quantity of freight less than the Volume or Truckload Minimum Weight specified.

19. "Volume or Truckload (VOL or TL)"--A VOL or TL rate or rating is one which is specifically designated VOL or TL in this Tariff or in Tariffs making a reference to this Tariff and are those for which a VOL or TL Minimum Weight is specifically provided.

20. "VEHICLE" means a single power unit with trailer exceeding 40 feet in length or a single power unit with a combination of two 28 foot trailers.

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NOTE A--The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.

ITEM 105

EXPLANATION OF ABBREVIATIONS

ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION
AFB	Air Force Base	Min	Minimum
AQ	Any Quantity	MT	Mount
ATA	American Trucking Associations, Inc.	MX	Mexico
Auth	Authority	N	North
BOL	Bill of Lading	NMF or NMFTA	National Motor Freight Traffic Association
C	Denotes hundred pounds	NMFC	National Motor Freight Classification
CAN or CN	Canada	NO	Number
CBFT	Cubic Foot	NOI	Not otherwise indicated
c/o	Care of	Oz	Ounce
COD	Collect on Delivery	PCF	Per Cubic Foot
Cont	Continued	S	South
Cwt	Per 100 lbs.	Sec	Section
d/b/a	Doing business as	Sup	Supplement
E	East	Thru	Through
HGB or HGCB	Household Goods Carriers Bureau	TONU	Truck Ordered Not Used
		TOFC	Trailer-On-Flat-Car
Hwy	Highway	TKL or TL	Truckload
Jct	Junction	US or USA	United States of America
KD	Knocked down	USD	US Dollars
KDF	Knocked down flat	VOL	Volume
LTL	Less than truckload	W	West
M	Denotes thousand pounds	Wt	Weight
MC	Minimum Charge	XGS	Xpress Global Systems, LLC
M.C.C.	Motor Common Carrier		

ITEM 107**ABBREVIATIONS US & CANADA**

Section 1

Where two-letter abbreviations of states located with the United States of America (US or USA), as set forth by the U.S. Postal Service, are used in this Tariff, or Tariffs making a reference to this Tariff as a governing publication, the abbreviations and explanation will be as follows:

ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION
AK	ALASKA	KY	KENTUCKY	NY	NEW YORK
AL	ALABAMA	LA	LOUISIANA	OH	OHIO
AR.	ARKANSAS	MA	MASSACHUSETTS	OK	OKLAHOMA
AZ	ARIZONA	MD	MARYLAND	OR	OREGON
CA	CALIFORNIA	ME	MAINE	PA	PENNSYLVANIA
CO	COLORADO	MI	MICHIGAN	RI	RHODE ISLAND
CT	CONNECTICUT	MN	MINNESOTA	SC	SOUTH CAROLINA
DC	DISTRICT OF COLUMBIA	MO	MISSOURI	SD	SOUTH DAKOTA
DE	DELAWARE	MS	MISSISSIPPI	TN	TENNESSEE
FL	FLORIDA	MT	MONTANA	TX	TEXAS
GA	GEORGIA	NC	NORTH CAROLINA	UT	UTAH
HI	HAWAII	ND	NORTH DAKOTA	VA	VIRGINIA
IA	IOWA	NE	NEBRASKA	VT	VERMONT
ID	IDAHO	NH	NEW HAMPSHIRE	WA	WASHINGTON
IL	ILLINOIS	NJ	NEW JERSEY	WI	WISCONSIN
IN	INDIANA	NM	NEW MEXICO	WV	WEST VIRGINIA
KS	KANSAS	NV	NEVADA	WY	WYOMING

SECTION 2--DOMINION OF CANADA

Where two-letter abbreviations of provinces located with the Dominion of Canada (CDA or CN), as set forth by the Canada Post, are used in this Tariff, or Tariffs making a reference to this Tariff as a governing publication, the abbreviations and explanation will be as follows:

ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION
AB	ALBERTA	NS	NOVA SCOTIA	PQ	QUEBEC
BC	BRITISH COLUMBIA	NT	NORTHWEST TERRITORIES	SK	SASKATCHEWAN
MB	MANITOBA	ON	ONTARIO	YT	YUKON
NB	NEW BRUNSWICK	PE	PRINCE EDWARD ISLAND		
NF	NEWFOUNDLAND, INCLUDES LABRADOR				

ITEM 110**GOVERNING PUBLICATION**

Except as otherwise provided herein, the following publications will govern the application of this Tariff.

1. National Motor Freight Classification (NMF 100 Series)
 2. Hazardous Materials Tariff ATA-111 Series.
 3. Rand McNally Mile Maker Version 19
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ITEM 115**APPLICATION OF CLASSES**

To insure the correct assessment of freight charges, shipper must use proper commodity descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series). Appropriate abbreviated descriptions are permitted provided the NMFC item and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper classification rating applicable to such commodity. Packaging types are required for classification rating and must also be shown.

If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, such commodity will be assigned a class **(C)**150 rating, and rates will be assessed on that basis.

For commodities that are subject to class ratings that are dependent on the actual density or density group, shipper must show on bills of lading and shipping orders at time of shipment the actual density or density group. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the density subject to class **(C)**150. If there is no density subject to class **(C)**150, the next highest class applicable, regardless of density, will apply. Upon submission of satisfactory proof of the actual density, freight charges will be adjusted to the basis of the class applicable to such density.

ITEM 120**PRECEDENCE OF PRICING PROGRAMS**

1. When on shipments for which specific pricing is applicable for the shipper, consignee and/or third party (See NOTE B), the applicable pricing published specifically for the account of the payor of the freight charges will apply.
2. When on prepaid and collect third party shipments (See NOTE B), if there is no specific pricing published for the account of the third party, the pricing published specifically for the account of the shipper or consignee, based on the terms of the bill of lading, will apply if applicable.

NOTE A – As used in this item, “Pricing,” “Pricing Program” or “Specific Pricing” means any rates (other than full class rates) or charges, discounts, allowance or other means of determining final charges, published to apply for a specific account or accounts.

NOTE B – If the third-party payor is a Logistics Company, Consultant or similar type entity that is paying freight charges for another party, the pricing published specifically for the Logistics Company, Consultant or other entity, or for the party they represent will apply.

ITEM 130**ALLOWANCES & OFF-BILL DISCOUNTS**

The following provisions will control the application of allowances, incentives and other off-bill provisions in pricing publications governed by this Tariff unless more specific provisions are published in such pricing applications.

1. Allowances, Incentives and Off-Bill Provisions will not apply on:
 - Accessorial Charges
 - Fuel Surcharges

- Minimum Charges
- Non-Direct Traffic
- Shipments subject to Volume, Truckload, Per Mile, Flat Charge or Rate Per Pallet, Spot Rate or Per Vehicle Rates
- Shipments subject to a minimum charge for cubic capacity, volume or capacity load or exclusive use of vehicle
- Shipments rated at the M20M or higher scale of rates
- Hourly Rates

2. a) Except as otherwise provided, an allowance or off-bill provision will only apply when consignor/consignee has agreed to allow the Carrier to generate an automatic end of the month claim. When requested by consignor/consignee, Carrier will generate an automatic end of the month claim which will show the necessary information regarding all qualifying shipments that moved in a specific month with a total allowance amount to be paid. Such automatic claims generated by the Carrier will be paid on or before the last day of the month following the month in which the service was performed.

b) When specifically requested by the party performing the service the allowance, incentive or off-bill provision will be paid only upon presentation of a written statement to the Carrier of the amount claimed at the points at which the allowance is applicable. Such statement must contain sufficient information to verify the application of this item. Customer filed claims must be itemized to indicate the date of shipments, Carrier's freight bill number or by including with the claim, copies of the shipping order(s) or bill(s) of lading including the Carrier's freight bill number and the weight of each shipment. Claims will only be paid when the claim for such allowance(s) is filed with the Carrier on, or before, the last day of the month following the month in which the service was performed. Such claims will be paid within 30 days from receipt of the claim.

Allowances, incentives or other off-bill provisions expressed as percentages will be computed on the net linehaul revenue after otherwise applicable discount(s) have been deducted and will not apply on accessorial charges. In no case, will the net revenue, after the allowance or incentive is paid, be less than the published minimum charge for the customer.

4. Amounts to be paid will only apply when the freight charges are billed to and paid by the account receiving the refund. Payments will only be made after Carrier receives full payment for freight charges. (See NOTE A)

5. Unless consignee or consignor tenders sufficient business to generate a minimum of a \$20.00 monthly payment, Carrier will make no payment. If after one year, no payments have been made, then the allowance shall be deemed to be cancelled.

NOTE A: Any discrepancies in payment must be presented to the Carrier in writing within 180 days of the date of shipment. Any freight bill over this time limit will not be eligible for allowances.

ITEM 135

DEFICIT WEIGHT OR YARD PROVISIONS

Except as otherwise provided, 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, subject to the same packing provisions, at the rate and weight applicable to such greater quantity of freight, except in the case of flat rate charges.

ITEM 140

BILLS OF LADING

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the NMFC-100 Item 365 "Uniform Straight Bill of Lading" in effect on the date the shipment was tendered to the Carrier. ONLY Carrier personnel with title of CEO, VP, or Pricing Director are authorized to agree to alter contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. No other person is authorized to alter contractual terms and conditions nor is any other person authorized to use an alternative Bill of Lading. Where a Bill of Lading other than the Uniform Straight Bill of Lading is signed for by the Carrier's driver or other persons, that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of freight.

Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the Carrier.

ITEM 150**CORRECTED BILLS OF LADING**

Corrected bill of lading changing the payment terms from prepaid to collect will not be accepted after the shipment has been delivered. A corrected Bill of Lading to change the original transportation contract from PREPAID to COLLECT will not be accepted if Section 7 (non-recourse clause) of the corrected Bill of Lading has been signed by the consignor. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in collection status will guarantee payment of freight charges should the new debtor fail to pay within the prescribed credit guidelines. Corrected bills of lading changing the description, density, or weight of commodities in a shipment will not be accepted by XGS without submission of conclusive documentation to the satisfaction of XGS or where changing the bill of lading request would violate laws, rules, or regulations. Any requested change to a bill of lading, or creation of a bill of lading will be assessed a \$25.00 fee.

ITEM 155**PACKAGING REQUIREMENTS**

Where packing requirements are not provided in Tariffs governed hereby, the packing requirements of NMFC will apply. 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 rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets.

Note A: Acceptance of shipment by Carrier does not invalidate packaging requirements defined above

Note B: All packaging is subject to rating and aggregates to the total weight of the shipment

ITEM 160**IMPRACTICAL OPERATIONS**

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

1. The conditions of roads, streets, driveways, alleys or approaches thereto.
 2. Inadequate loading or unloading facilities.
 3. Riots, acts of God, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.
 4. Ferries.
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ITEM 170**OTHER EQUIPMENT**

When a shipment is tendered for transportation on any trailer, semi-trailer, or other non-power vehicle owned by any person, company or corporation other than the Carrier transporting the shipment, the following rules shall apply hereto:

1. The shipment will be transported subject to all rules, regulations, rates and charges applicable to a shipment transported on the Carriers own vehicle.
 2. Carrier will accept and use, in lieu of its own vehicle, a vehicle required or adopted to the transportation of a shipment, and will return the vehicle to the place of origin of the trailer in condition as received, usual wear and tear excepted.
 3. Shipper shall equip and provide such vehicle in compliance with all regulations, including license plates, identification cards, and other authorization necessary to the operation of such vehicles over the routes to be traversed with the shipment. Any additional tax or other charge on such vehicle by a public authority shall be advanced by the Carrier and shall be added to all other charges accruing on the shipment.
 4. Except for negligence of Carrier or Carrier personnel, Carrier does not accept any responsibility of any damage from collision, fire, theft, or any other repair, replacement, or mechanical changes. At owner's request, Carrier will make such repair or changes, and all the charges therefor shall be added to all other charges accruing to the shipment.
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ITEM 175**INTERLINE OR AGENTS**

XGS reserves the right to allow partner carriers to pick up, move, or deliver shipments as an act of convenience. As our agent, all rates as agreed to by the shipper or consignee and XGS will be used to assess rates and charges. In the event that a carrier other than an agent for XGS originates a shipment and then hands off to XGS for final delivery, XGS will only bill the customer for the portion of the move handled by XGS. XGS also reserves the right to utilize the MAP-21 compliant services of its brokerage authority and/or truckload brokerage division Xpress Transportation Management System (XTMS) to retain other licensed, authorized and insured carriers and notice of such substitution will be provided to customer at or prior to dispatch. All service conditions contained herein shall apply and XGS and/or its truckload brokerage division XTMS will retain and compensate the carrier it retains.

ITEM 180**DIVERSION/COMBINATION OF RATES**

When instructions are received to divert a shipment at any point from Carrier to broker, freight forwarder, or other Carrier and when such instructions do not include a change in the destination of the shipment, 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 and the brokerage charges from the diversion point to the destination point.
 2. A charge of \$29.75 per hour, per man, subject to a minimum charge of \$51.75 will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion.
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ITEM 190**LOADING BY CONSIGNOR/UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

1. At time of shipment a notation must be made on the Bill of Lading and Shipping Order that consignor is to load and/or consignee is to unload the shipment. (See NOTE A)
2. The complete loading and/or unloading service of the freight including the count thereof, must be performed by the shipper and/or consignee at their expense without any assistance from the Carrier. The Carrier's employee and power unit are 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.
3. (a) The complete loading service includes the counting and loading of the freight into or on the Carrier's vehicle and the stowing and arranging thereof. 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 the shipper.
(b) The complete unloading service means that the consignee must 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 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.
6. If the consignor or any party tendering any portion of the shipment refuses to perform the loading or the consignee or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

 NOTE A--The requirements that notation must be placed on Bill of Lading and Shipping Order at time of shipment will not apply when entire shipment consists of freight in a single container, or freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 lbs., or more as tendered for shipment (loading required by consignor and unloading required by consignee, per NMFC Item 568).

ITEM 195**MILEAGES & ROUTES**

1. Unless otherwise provided, where rates are based on mileage, mileage will be the distance between the point of origin and point of destination by the shortest regularly traveled available highway routes and shall be ascertained by the compilation of distance in Rand McNally Mile Maker, version 19.
 2. Except as otherwise provided, the rates published in this Tariff are applicable only over regular United States Inter-State and State Paved Roads and/or Improved Roads, via Carrier or Carriers handling shipment as authorized the Carrier or Carriers to travel or pass over in the authority shown in their certificate or compliance order issued them by the Interstate Commerce Commission.
 3. When, for any reason, a Carrier or Carriers transports shipments over an alternate route which is in excess of the shortest route, the rates to apply will be those which would have applied if the shipment had been transported over the shortest route. Rules or other provisions of this Tariff providing rates and services from, to or at intermediate points will not apply at points on such alternate routes.
 4. When, at the request of the shipper, a longer route than the shortest available regularly traveled highway route is used, the actual mileage over the longer route will apply.
 5. Where the rates are not shown for the actual distance, the rates given for the next greater distance will apply.
 6. When on shipments subject to stop offs for partial loading or unloading, mileage will be determined from origin to destination through the stop off point or points.
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ITEM 200**INSIDE DELIVERY OR PICK-UP**

At the request of the consignor or consignee, XGS may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions. Carrier will provide service to floors not adjacent to the loading or unloading position when elevators or escalators are available. Inside Pickup or Delivery includes up to 30 minutes of labor. Time required beyond 30 minutes will be charged as detention (Item 570) without consideration of additional free time.

Charges for this service shall be \$85.00 per shipment.

NOTE A: Carrier may not offer Inside delivery or pickup for rolled goods, depending on equipment available.

NOTE B: Refer to Item 670 for "Extra Labor".

NOTE C: For the purposes of this item, rugs may be considered rolled goods if shipped on a core or exceeding 100 lbs.

NOTE D: Charges will not apply when White Glove Service is requested.

ITEM 201**WHITE GLOVE SERVICE**

White Glove services will be preapproved and prearranged services with agreed upon rates and charges per service.

ITEM 205**ADVANCING OR PAYING CHARGES**

1. Unless otherwise instructed by shipper or consignee, Carriers may advance or pay charges for truck entry fees, mill charges, access fees, lumpers, or for accrued lawful charges of air or water Carriers (See NOTE A). Such advancements or payments together with the charges accruing under this item shall be assessed against the party against whom the freight charges on the shipment involved are assessed. Billing under this item may be made either at the time of billing of the freight charges if the advancements or payments are then known; or by subsequent billing as necessary.
2. The charges of the Carrier for advancing or paying monies above described will be subject to an administrative surcharge of 10% of the total amount advanced.
3. Provisions of this item do not include the advancing of broker's fees or 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 A--Charges specified in this rule must be entered on billing in such manner as to accurately describe their exact character.

ITEM 230**BLIND SHIPMENTS**

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:

1. 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.
 2. Carrier must receive shipping instructions from the Third Party and be satisfied that the Third Party has the legal authority to control the shipment.
 3. Two bills of lading are required.
 4. 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.
 5. 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.
 6. Charges for this service and applicable line-haul charges must be paid by the party requesting the service.
 7. The party requesting the service must have established credit.
 8. Section 7 of the Bill of Lading cannot be signed.
 9. The invoice will be generated from the corrected bill of lading.
 10. A charge of \$60.00 will apply in conjunction with all other applicable charges.
 11. Charges as found in Item 580 (Marking or Tagging Freight) will not apply on shipments subject to this item.
 12. Carrier will make a diligent effort to execute a request for Blind Shipment service. However, Carrier cannot ensure the confidentiality of the transaction or that such service will be provided.
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ITEM 240**REQUESTS FOR DOCUMENTS**

(Exception of NMFC Item 360. See Notes B and C)

When payor of freight or other lawful charges requires or requests, as a prerequisite to payment:

1. The return of any part of Bill of Lading sets or copies thereof, other than one shipper furnished copy (See NOTE A), a charge of \$ 1.90 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 Sec. 1(e) of NMFC Item 360 a charge of \$ 1.90 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 submittal 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 \$ 1.90 per page, per copy, will be made; OR
4. Any forms or copies of forms, other than those described in Paragraphs 1 or 2 above, to be submitted with Freight Bills or statements of charges, a charge of \$ 1.90 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 \$ 1.90 per shipment will be made.
6. That proof of delivery be furnished in any form, a charge of \$ 1.90 for each such document or copy will be made.

NOTE A--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 B--The charges set forth in this item will not apply to:

(1) Bank Payment Plans when documentation is limited to (a) deposit ticket(s) supplied by the bank,

(b) supporting Freight Bills not in excess of the number set forth in Sec. 1 (e) or (3) of NMFC

Item 360, the return of a copy of the Bill of Lading furnished by shipper.

(2) Sight Draft Plans when documentation is limited to (a) sight drafts which do not require the Carrier to provide

information pertaining to the rating of the shipment(s) on the sight draft, (b) supporting freight bill(s) and statement(s) of charges not in excess of number set forth in

Sec. 1(e) or (3) of NMFC Item 360, the return of a copy of the Bill of Lading furnished by shipper.

NOTE C--The provisions set forth in Sec. 1(e) of NMFC Item 360 and in this item will not apply to shipments moving on United States Government Bills of Lading.

ITEM 250**REDELIVERY**

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

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place, the charge per delivery attempt shall be the calculated amount pursuant to the costs to be incurred to provide the redelivery service subject to a minimum charge of \$35.00 per shipment.
2. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of Carrier by the party responsible for the freight charges.
3. Freight will be available for redelivery on the next scheduled delivery to the area. Special delivery days will not be made for redelivery of shipments.

ITEM 280**NOTIFICATION PRIOR TO DELIVERY**

Shipments when Carrier receives a verbal or electronically transmitted request or is required, by NOTATION ON THE BILL OF LADING, to give telephone or written notice of arrival, a charge of \$24.00 per shipment will be assessed. The payment of this charge will be the responsibility of the requesting party.

A valid name and telephone number required on BOL along with request (call before or, notify 24 hours prior to delivery). Charges will not be applied to white glove services, outlined in item 201. Charges not applicable to shipments rated under Item 320.

ITEM 290**HAND UNLOADING / LOADING**

Any delivery or pickup requiring the use of hand unload or hand load to complete the pickup or delivery will be assessed an additional charge of \$1.50 per piece with a \$50.00 minimum charge. When the bill of lading is noted to indicate hand unload service, the charge shall be in addition to all other applicable charges. Requests for this service, not noted on the bill of lading, shall be paid by the party for whom the service is performed or guaranteed by the shipper.

ITEM 295**UNLOAD ALLOWANCE**

When the Carrier is requested to provide a winch to assist in the unloading of rolls of flooring, a rate of \$10.00 per roll will be assessed with a minimum charge of \$50.00.

ITEM 300**LIFTGATE SERVICE**

When Carrier is required or requested to provide a liftgate in order to accomplish pickup or delivery of a shipment, an additional charge of \$150.00, will be assessed upon the shipment for which the service is rendered.

Requested Liftgate service in upstate NY, shall be assessed an additional charge of \$350.00, upon the shipment for which the service is rendered.

Carrier is not obligated to perform liftgate service where suitable equipment or operators are not available. The party requesting the service must make prior arrangements with the local service center.

When the bill of lading indicates liftgate service is required or requested, the charge shall be in addition to all other applicable charges. Requests for this service, not noted on the bill of lading, shall be paid by the party for whom the service is performed or guaranteed by the shipper.

Charges will not apply when White Glove Service is requested.

Shipments eligible for liftgate service are subject to a maximum weight of 2500 lbs. per piece and dimensions not to exceed 4'x6'wx6'h.

ITEM 310**RECONSIGNMENT OR DIVERSION**

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

Definitions of Reconsignment or Diversion

NOTE: (For the purpose of this provision, these two terms shall be deemed synonymous)

1. A change in the name of the consignor or consignee.
2. A change in the place of delivery within the original destination point (intra-Service Center).
3. A change in the destination point outside original destination point (inter-Service Center).
4. Relinquishment and or return of shipment at point of origin;
5. A change in whether the shipment is for delivery or 'will call'/pickup at local service center.

Conditions

1. Requests for reconsignment must be confirmed in writing. The Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label, or container as authority to reship, return or reconsign shipment:
2. Carrier will make a diligent effort to execute reconsignment but will not be responsible if such cannot be effected;
3. 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;
4. Only entire shipments, not portions of shipments, may be reconsigned;
5. An order for reconsignment of a shipment moving under a uniform order Bill of Lading will not be considered valid, unless and until the Original Bill of Lading is surrendered for cancellation, endorsed or exchanged;
6. Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor;
7. Any additional accessorial services performed (e.g., Marking/tagging, etc.) will be charged per Carrier Rules on each service at time of shipment.

Charges

1. Reconsignment occurs in the name of the consignor or consignee with no change in the place of delivery
 - a. An additional charge of \$30.00 per shipment plus original freight charges, fuel and any applicable accessorial charges.
2. Reconsignment occurs within original place of delivery (Intra-Service Center)
 - a. PRIOR to tender of delivery, a charge of \$30.00 per shipment plus freight charges to new destination, fuel and applicable accessorial.
 - b. AFTER tender of delivery, in addition to original freight charges from origin to original destination point, a charge of \$30.00 per shipment, per vehicle used to transport shipment to consignee at new location.

NOTE: For shipments in conjunction with Interline Carriers after tender of delivery charges will be the paying party's published Tariff rate from point of refusal to the new destination point less any applicable discount in addition to the original charges from the original point of origin to the original destination plus an additional \$45.00 per shipment.

3. Reconsignment occurs outside original place of delivery –requiring line haul service (Inter-Service Center)
 - a. PRIOR to tender of delivery, charges will be the published Tariff rate to and from reconsignment point, less the paying party's discount, plus fuel, any applicable accessorial and an additional \$30.00. These charges will not be less than the published through rate from original point of origin to ultimate destination.
 - b. AFTER tender of delivery, charges will be the paying party's published Tariff rate from point of refusal to new destination point less any applicable discount, plus fuel and any applicable accessorial in addition to the original charges from the original point of origin to the original destination plus an additional \$30.00 charge per shipment.
4. Relinquishment at point of origin and consignee pick-up at Service Center:
 - a. Where a request is made by the shipper, before a shipment has left Carrier's Terminal at point of origin for return of shipment to the original place of shipment, or, delivery thereof to another Carrier at point of origin, or,

relinquish possession thereof to shipper or another Carrier at Carrier's terminal, or when consignor or consignee or its agent elects to accept shipment at Carrier's terminal located at reconsignment point, such service, if performed, will be subject to charges outlined in Item 735.

- b. Upon instructions received by the originating Carrier, prior to receipt of shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to an additional charge of \$30.00 per shipment.

NOTES

- 1) The provisions governing reconsignment "prior to tender of delivery" will only apply when Carrier receives the request for reconsignment before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery), or, before shipment has been dispatched for delivery (in cases where shipment is transferred to city vehicle for delivery) Once freight is loaded off the terminal dock, it is considered loaded for delivery. This includes freight loaded for line haul trailers.
- 2) Reconsignments on shipments where terms are collect, shall have the freight charges, fuel and any applicable accessorial from point of origin to the reconsignment point (whether Service Center prior to delivery, or original destination point, if after attempted delivery), advanced to the reconsignment bill where party authorizing reconsignment becomes the payor of said charges and is also responsible for any additional freight charges, fuel and further accessorial from point of reconsignment to final destination.
- 3) Once freight is loaded off the origin terminal dock, it is considered loaded for delivery. This includes freight that is loaded in line-haul trailers.

ITEM 320 PICK-UP AND DELIVERY AT PRIVATE RESIDENTIAL AREA OR APARTMENTS

When Carrier picks up or delivers to a residential area or apartments an additional charge of \$200.00 will apply per shipment. Residential delivery must be noted on the BOL, and if residential delivery is not noted on the BOL all additional resulting costs and expenses incurred by Carrier shall also be charged in addition to the previously noted charges. The first, original notification/appointment charges are included in the previously noted charges. Carrier will not be responsible for crating or uncrating freight, nor will Carrier pick-up or deliver freight inside dwelling. Freight will be made available to the rear of the trailer to unload curbside.

If the original delivery appointment is canceled or missed for any reason other than fault of XGS, each additional notification for appointment will have standard Notify Fees assessed (item 280) and are subject to redelivery fees (item 250). Charges not applicable in conjunction with White Glove Service

ITEM 330 LIMITED ACCESS PICKUP OR DELIVERY

When pick-up or delivery service is provided at camps, military installations, job sites, construction sites, corrections institutions, steel mills, mines, nuclear generating stations, dormitories, estates, farms, ranches, rectories, schools, universities, unmanned self-storage facilities, fairs, carnivals, amusement parks, flea markets, strip malls, country clubs, social clubs (Example: Elks, Eagles, Kiwani's Club, etc.), places of worship, nursing homes, lodging facilities, restaurants, marinas, libraries, vineyards, wineries, orchards, or other locations where tractor trailer clearance is restricting, the following charge: of \$85.00 shall be assessed in addition to all other applicable lawful charges as set forth in this Tariff. Charges and payment for this service will follow the terms of the bill of lading.

ITEM 335

DELIVERY AREA SURCHARGE

Shipments destined to the below zip codes or zip code ranges will be subject to additional charge based on the challenges to delivering to these specific areas.

2. Congested area surcharge shall be \$35.00 per shipment and apply to the following zip code points:

IL – 60601-60607,60610,60611,60654,60661,60664,60670,60680, and 60681
Washington DC – 200, 202-205

3. Congested area surcharge shall be \$95.00 per shipment and apply to the following zip code points:

NY-100-105, 110-11963, 11967-11980

4. Remote Area surcharge shall be \$200.00 per shipment and apply to the following zip code points:

AL – 36528
CA - 90704
CO – 808, 80906, 80912, 80925, 80926, 80928-80930, 80938, 80939
FL – 32561, 33921, 33924, 33957
MA – 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584
ME – 04848, 04853, 04863
MI - 49726
NC - 27960
NY – 11964, 11965
SC – 29455
TX – 78373
WA – 98070, 98110, 98222, 98243, 98245, 98250, 98261, 98262, 98279, 98280, 98281, 98286, 98297, 98303

ITEM 340**CAPACITY LOADS & OVERFLOW**

When any shipment is tendered to XGS and occupies the full visible capacity of a vehicle, the charge for that quantity of freight loaded in or on each will be subject to Item 760, unless move is subject to a volume quote obtained prior to the shipment. These shipments moving within the XGS network will move as available.

1. When a shipment is tendered which cannot be loaded in one vehicle, the following will apply:
 - a. Each vehicle loaded to capacity will be subject to the charge as provided in paragraph 1 above.
 - b. When the otherwise applicable charges, on any overflow portion of a shipment on a vehicle not loaded to capacity, do not equal or exceed the charge provided in paragraph 1 above, the charge for such overflow portion of the shipment loaded into or on the last vehicle not loaded to capacity will be rated as a separate shipment.

3. The term "occupies the full visible capacity", "loaded to capacity", or "capacity load" refers to the extent each vehicle is loaded and means:
 - a. That quantity of freight which, in the manner loaded so fills a vehicle that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle;
 - b. That maximum quantity of freight that can be legally loaded in or on a vehicle or trailer because of the weight or size limitations of state or regulatory bodies.

The term "vehicle" as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. On request of the shipper, the Carrier shall endeavor to furnish the largest vehicle available. The shipper will have the right to refuse the vehicle offered, but once loading has begun, provisions of this item will apply.

ITEM 345**ROLL REPOSITIONING FEE**

Effective January 2, 2017, Flooring Manufacturers advised it would charge an Inventory Positioning Fee(IPF) of \$0.05 per square yard for less than truckload shipments tendered to an external Carrier. As this occurs, XGS will pass on this charge to its customers as applicable.

ITEM 350**TRADESHOW OR CONVENTION SITE DELIVERY**

Shipments originating at or destined to exhibition sites will be subject to the following additional charge of \$300.00. Charges are in addition to all other applicable rates and charges.

Exhibition booths or stalls and their contents will move at a released value not to exceed \$0.10 per pound.

** All rates are per shipment. Trailer load rates also apply to a single shipment.**

ITEM 360**HAZARDOUS MATERIAL CHARGE**

A charge of \$20.00 will be assessed on any shipment containing Hazardous Materials as defined by Department of Transportation Regulations, including Title 49 Code of Federal Regulations Parts 100 through 180 (applies only to commodities which are assigned an NA or UN number). The Hazardous Material Handling Charge will be in addition to all other applicable charges.

Carrier may at its discretion decline to provide service to hazardous materials.

Shipments of hazardous materials destined to or originating from AK, HI, PR, or Canada will be subject to additional hazardous materials charges stemming from the ocean portions of such moves.

ITEM 370

SORTING OR SEGREGATING

When Carrier is required to sort and/or segregate Consignor or Consignee's shipment or shipments, an additional charge of \$1.50 a piece, subject to a minimum charge of \$75.00 per shipment, will apply.

ITEM 375

PICKUP AND 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 160 for Impracticable Operations), during business hours (See Item 380 series for Pickup or Delivery Service - Sundays or Holidays and Item 380 series for Pickup or Delivery Service on Saturdays), at one site.

ITEM 380

PICKUP OR DELIVERY SERVICE ON NON-CUSTOMARY BUSINESS HOURS

Unless otherwise specifically provided, when a consignor or consignee (See Note A) requires and requests pickup or delivery of freight during non-customary business hours, a 2 person charge of \$85.00 each per man hour or fraction thereof, minimum charge per man of \$250.00 will be assessed, or \$500.00 minimum per shipment or trailer, in addition to all other lawfully applicable rates and charges. This rule shall not be construed as obligating the Carrier to furnish pickup or delivery service on the days stated herein. The charge for services provided will be assessed against the party requesting the service.

Note A - The terms "consignor" or "consignee" as used in this item, include the authorized representative or agents of such "consignor" or "consignee".

ITEM 385

STOPOFF CHARGES

A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions:

1. GENERAL PROVISIONS:

(a) After initial pickup stop at origin and prior to final delivery stop at destination, shipment may be stopped for the purpose of picking-up or delivering component parts of a single shipment at origin, at points enroute to destination or at destination.

(b) Except as provided in Paragraph 3, pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop off points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.

2. LIMITATIONS: (a) Except as provided in Paragraph 1(b) of the general provisions, each stop off is limited to one setting of the truck in accordance with Item 375 (PICKUP OR DELIVERY SERVICE).

3. STOPOFF CHARGES:

(a) The initial pickup stop and the final delivery stop are not subject to stop off charges.

(b) Each stop for either partial loading or partial unloading will be subject to a stop off charge of \$100.00 per stop.

(c) Each stop at additional loading or unloading sites within a point will be subject to a charge of \$100.00 per stop. This charge is in addition to the charges provided in Paragraph (b) above.

4. LINE HAUL CHARGES:

(a) Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable:

- (1) From the point of initial origin, or
- (2) From any intermediate point where shipment is stopped for partial loading
- (3) To any intermediate point where shipment is stopped for partial unloading or loading

5. PREPAYMENT OF CHARGES:

All charges must be prepaid by consignor (except on shipments moving on Government Bills of Lading) and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the consignor and so noted on the Bill of Lading at the time of shipment. All charges to be collected from the consignee at final destination.

6. MARKING OR TAGGING SHIPMENTS:

Except where shipments consist of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop off will be readily distinguishable from all other freight in the shipment.

7. SHIPPING INSTRUCTIONS:

- (a) Arrangements for any stop off service provided in this item must be made with the originating Carrier before shipment, or any portion thereof, is tendered for transportation.
- (b) The entire shipment must be available for pickup at time of tender.
- (c) The shipper must tender the part lots in the order required by the Carrier.
- (d) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stopoff may be the same or other than the billed consignee.
- (e) The Bill of Lading shall designate the following:
 - (1) Stop-off point or points and places;
 - (2) The weight, quantities, markings and description of articles to be loaded or unloaded;
 - (3) The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop off.

ITEM 390

CHARGES FOR RETURNED CHECKS

When a check, for the payment of the applicable charges in connection with a shipment tendered to XGS, is returned unpaid by the payor's bank due to insufficient funds, uncollected funds, or closed account, a handling charge of \$35.00 will be assessed against the party issuing the check. This charge will be in addition to all otherwise applicable charges in connection with the shipment.

ITEM 400

**PAYMENT OF RATES AND CHARGES
(FORFEITURE OF DISCOUNT)**

All lawfully applicable freight charges are due and payable at time of shipment for prepaid shipments and at time of delivery for COLLECT shipments. Upon request and receipt of information sufficient to assure payment of Tariff charges at a later date, credit may be extended for a period of thirty (30) calendar days beginning on the day following the date of mailing of the freight bill by Carrier & will include Saturdays, Sundays, and Holidays. All charges are payable in US Dollars (USD) unless otherwise agreed to by Carrier. Interest at the rate of 1.5% per month, or the highest rate allowed by law if less, shall accrue on all amounts not paid within thirty (30) days following the date of mailing the freight bill. Third parties are billed for shipper's convenience and Carrier shall have the right to collect from consignor on prepaid and from consignee on collect shipments.

PENALTY FOR NONPAYMENT OR LATE PAYMENT

1. Failure to make payment of freight charges for service performed within thirty (30) calendar days of presentation of the Freight Bill 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.
2. All other shipments (including LTL or Volume rated shipments) not subject to discounts, allowances, commodity rates, brokerage agreements, incentives or any other reductions to which the debtor may otherwise be entitled, upon which the lawfully applicable rates and charges are not paid in full within the credit period, shall be assessed a service charge of thirty percent (30%) subject to a minimum charge of \$25.00 per bill added to the amount due in payment of the freight bill.

3. If the freight bill is subsequently turned over to a collection agency or an attorney for collection, an additional \$15.00 per freight bill will be added in addition to the service charge.

4. In addition to the above, the debtor will be responsible for attorney fees and/or court costs associated with or as a result of collection.

ITEM 410

DENSITY-METHOD OF DETERMINING

Where rates are applicable, according to the density of articles as tendered for shipment, the word "density" refers to "pounds per cubic foot". The cubage of loose articles or pieces, or package articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article, piece or package by the cubage ascertained.

Average density is based on the total cubic feet of each package/handling unit of the shipment, whichever is greater. If, due to the nature of the package/handling units or per instructions from the Shipper/Consignee, Carrier is unable to load freight on top of the package/handling units or cannot stack like kinds of package/handling units, a minimum height measurement of 84 inches will be used when determining the cubic footage of the package/handling units. Unitized shipments exceeding 14 linear feet, or shipments of non-unitized freight that are loaded in such a manner that determining the total cube of each package/handling unit is impractical, or Shipments tendered in such a manner that they cannot be transferred, will have the cubage calculated on the linear dimensions of the entire shipment.

ITEM 420**MARKING OR TAGGING FREIGHT**

The provisions of NMFC Item 580 will apply, however, Carrier will, at the request of the shipper or consignee, change or alter according to instructions, the marking or tags on any packages to instructions, the marking or tags on any packages or pieces of freight subject to the following charges: \$2.00 per package or piece or freight on which the marking or tag is changed or altered, subject to a minimum charge of \$25.00 per shipment. All charges accruing under the provisions of this Item, must be either paid by the party requesting the service or guaranteed to the satisfaction of the Carrier before the service will be performed.

ITEM 430**COD SHIPMENTS**

Effective November 1, 2019 XGS will no longer accept COD shipments for customer goods. Any shipment requiring XGS to accept a COD lien for freight tender, will be stopped and returned to shipper. A charge of \$45 will applied to these shipments for each occurrence.

ITEM 435**DRIVER COLLECT**

Driver collect shipments are defined as those shipments requiring payment before the freight can be delivered to the consignee. A driver collect fee of \$8.00 will be applied to any shipment(s) where XGS must collect the freight charges. These must be done prior to delivery. Payment must be made in an acceptable form to XGS. Checks will not be acceptable prior to or at delivery. Acceptable payment forms will include credit card or EFT authorization. These arrangements can be made by filling out the credit card authorization form, or the EFT form from our website(www.xgsi.com). Submission instructions are on the authorization forms or contact XGS at XGSdrivercollectteam@xgsi.com.

ITEM 440**TRUCKLOAD SHIPMENTS**

All shipments rated as 20,000 pounds or more tendered to Carrier are considered truckload shipments. Carrier at its discretion may elect to move any truckload shipment via the MAP-21 compliant services of its brokerage authority or its truckload brokerage division (XTMS) to retain other licensed, authorized and insured carriers. Notice of such substitution will be provided to customer at or prior to dispatch. All service conditions contained herein shall apply and XGS or XTMS will retain and compensate the carrier it retains. Truckload shipments moving within the XGS network will move as available.

ITEM 455**SQUARE YARD CALCULATION**

If square yard rates are not specified on the bill of lading, square yard ratings will not be applicable regardless of commodity and will move under class rates.

ITEM 460**OVERLENGTH CHARGE**

Shipments containing an article or articles (including rolls with extended cores) measuring over fifteen and one half (15.5) feet in length or Turf rolls (with extended cores) measuring over 16 and one half feet (16.5) will be subject to a charge of \$85.00 per handling unit up to a maximum charge of \$255.00. This charge is in addition to all other lawfully applicable rates and charges. If the shipment contains articles of different lengths, the charge will be accessed on the longest article.

ITEM 470**ORIGIN UPCHARGES**

Additional charges apply for pickups outside the Dalton, GA area and are in addition to the applicable outbound Tunnel Hill, GA Zone 1 rate. Apply the discounted (if applicable) square yard or cwt rate based on the unit of measure used to calculate line-haul charges on the freight bill. The origin upcharges are as follows:

LaGrange/Union City, GA \$0.09 Carpet - \$0.16 Carpet Tile per square yard

Glasgow, VA \$0.12 Carpet - \$0.21 Carpet Tile per square yard

Other locations by Specific Quote only.

ITEM 480**WEIGHT & INSPECTION**

1. In the event Carrier reweighs the shipment and the difference in weight is less than 50 pounds greater than the weight on the bill of lading, no reweigh fee applies and no changes in linehaul charges will occur.
 2. In the event Carrier validates the weight of the shipment and the difference in weight is an increase of 50 pounds or greater than the weight on the bill of lading, a validation fee of \$24.00 applies plus all applicable freight, fuel surcharge, and optional and additional service fees, and charges will be modified accordingly.
 3. In the event Carrier validates the weight of the shipment and the difference in weight is a reduction of 200 pounds or more than the weight on the bill of lading, a validation fee of \$24.00 applies plus all applicable freight, fuel surcharge, and optional and additional service fees, and charges will be modified accordingly.
 4. A freight validation fee of \$24.00 per occurrence will be applied to any freight bill where an adjustment to linehaul and/or optional and additional service fees and charges has been made due to an inspection. This charge will be in addition to all other lawful charges.
 5. In the event that a shipment is reweighed subject to paragraphs 2 or 3 above and/or inspected subject to paragraph 4 above, Carrier will apply only one validation fee of \$24.00 to a shipment.
-

ITEM 485**ARRIVAL NOTICE**

1. Actual tender of delivery at consignee's Place constitutes the notice of the arrival of a shipment.
 2. 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:
 - (a) The notice will be given by the telephone, if convenient and practicable; otherwise by mail or email. The notice, however transmitted, will specify the point of origin, the consignor and commodity and weight of shipment.
 - (b) 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.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.
-

ITEM 490**STORAGE**

Freight held in Carrier's possession by reason of an act or an omission of the consignor, consignee, or owner, or for customs clearance, shall be stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting line-haul transportation will begin at 7 A.M., on the 2nd day after freight is received by the Carrier.
2. Storage charges on undelivered freight will begin at 7:00 A.M., the first day of business (See Note A) after notice of arrival has been given as provided, 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, nor on the date the shipment is actually delivered.
3. Freight, other than that provided for in Paragraph 4, stored in Carrier's possession, will be assessed charges \$0.18 SY, or \$25.00 per pallet, with a minimum charge of \$25.00 per shipment, per each 30 day period it is possessed.
4. Storage charges under this Item will end when Carrier is able to deliver or transport the freight as a result of action by the consignee, consignor, owner, or customs official.
5. Storage Charges will be assessed on the total weight or the portion of shipment loaded on one vehicle. If a shipment is loaded on two or more vehicles, each portion will be treated as a separate shipment.

NOTE A--The term "first day of business" as used means Mon. - Fri., not Sat, Sun., or Holidays

ITEM 492**WILL CALL SHIPMENTS**

Freight consigned to Carrier's dock for pickup by the consignor will be subject to the following provisions:

1. Storage charges on freight awaiting pickup will begin at 7 A.M., on the 4th day after freight is received by the Carrier. See Item 490
 2. Will Call shipments must have all applicable storage charges paid before Carrier will release freight to consignor.
 3. Consignor may pick up partial shipments provided that pickup is made within the 4 day window before storage charges would be applicable.
 4. Shipments not picked up after 30 days of arrival shall be considered abandoned and Carrier shall have salvage rights over freight.
-

ITEM 495**UNDELIVERED FREIGHT**

1. 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 or delivered because of fault or mistake on the part of the consignor or consignee, the Carrier will make a diligent effort to notify the shipper promptly by telephonic or electronic communication that the freight is in storage and the reason therefor. Carrier's liability shall then become that of a warehouseman, subject to Carrier's maximum liability limitation in Item 540.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return or reassign a shipment or to limit storage liability.
4. When a shipment is undeliverable, including non-acceptance by the consignee or fault or mistake of the consignor or consignee, the Carrier will attempt to notify the shipper by telephonic or electronic communication of an "on hand" notice. If Carrier does not receive written disposition instructions within 24 hours of the time of Carrier's first attempted notification, Carrier will issue by telephonic or electronic communication a second and final "on hand" notice advising that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier has the right to offer the

shipment for sale. If Carrier does not receive written disposition instructions within ten (10) days of that notification, Carrier may sell the property under such circumstances as may be authorized by law.

ITEM 500 **MINIMUM CHARGE**

In the case of combined shipments containing both Square Yard and Hundredweight Class rates where the total line-haul freight charges do not exceed the highest applicable minimum, the shipment Minimum Charge will be applied based on the greater of the two Tariff minimums.

Except as otherwise provided, the minimum charge on all direct shipments will be as follows:

Origin Minimums (excluding CA, OR, WA) to:

Origin Minimums for CA, OR, WA to:

SE \$72.00	MW \$87.00
NE \$77.00	SW \$102.00
SC \$82.00	NW \$112.00

NE \$112.00	MW \$87.00
SE \$102.00	SW \$72.00
SC \$82.00	NW \$77.00

Minimum charge for shipments to XGS Indirect points will be \$130.00

REGIONS

SE (Southeast) comprised of the following states: TN, GA, NC, SC, FL, AL, MS

NE (Northeast) comprised of the following states: VA, WV, KY, IN, OH, MI, MD, DE, NJ, PA, NY, VT, NH, MA, RI, CT, ME

SC (South Central) comprised of the following states: TX, LA, OK, AR

MW (Midwest) comprised of the following states: IL, MO, KS, NE, IA, WI, MN, SD, ND

SW (Southwest) comprised of the following states: CA, NV, AZ, NM

NW (Northwest) comprised of the following states: WA, OR, ID, UT, CO, WY, MT

ITEM 520 **OFFSET OF OVERCHARGE & LOSS & DAMAGE CLAIMS**

The customer responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims.

ITEM 530 **RELEASED OR ACTUAL VALUE CONDITIONS (See Note A)**

1. When various classes are referenced in the NMFC which require the shipper to declare an actual, declared or released value on the BOL, the provisions of this Tariff will apply only in reference to the lowest actual, declared or released valuation provided for the articles in the NMFC.
2. Carrier's liability shall not exceed the lowest actual, declared or released valuation for articles.
3. Carrier will apply corresponding rate as published in accordance with the lowest actual, declared or released valuation as prescribed in the NMFC.
4. Corrected bills of lading which add or change the actual, declared or released valuation for the article will not be accepted.

NOTE A: Provisions of this term apply only when an actual, declared or released valuation has NOT been declared or released on the original bill of lading by the consignor and shipment is inadvertently accepted by the Carrier.

ITEM 540 LIMITATION OF CARRIER'S LIABILITY: CARGO LOSS OR DAMAGE

1. Except as otherwise provided, XGS's maximum liability for cargo loss or damage shall be limited to a maximum value on all shipments rated under square yard programs to \$25.00 per square yard, not to exceed \$100,000 per shipment (whichever is less).

2. Except as otherwise provided, XGS's maximum liability for cargo loss or damage on all freight other than square yard rated commodities shall be limited to a maximum value per pound per package as shown in the matrix below, but not to exceed \$100,000 per shipment, whichever is less. The Maximum Value per Pound will be arrived at by determining the actual Class of the articles tendered, as published in STB NMF 100 series, or at a Rating Exception Class, if applicable, whichever is less, and will apply to the weight of the loss or damaged articles. Any shipment with an actual value in excess of the valuation limitation described in this paragraph will not be accepted. If any such shipment is inadvertently accepted by Carrier, Carrier's liability for cargo loss or damage shall be limited to the amounts specified in this paragraph. XGS's maximum liability will be that which is shown in Column B opposite the class shown in Column A, as follows:

Column A Class	Column B Max Value Per Lb
50	\$0.99
55	\$1.90
60	\$2.35
65	\$3.92
70	\$5.50
77.5	\$7.25
85	\$10.25
92.5	\$12.25
100	\$15.00
110	\$15.25
125	\$15.81
150	\$16.10
175	\$17.15
200	\$18.10
250	\$20.00
300	\$21.50
400	\$23.00
500	\$25.00

3. **PRIOR NOTIFICATION OF EXCESS VALUE:** Shipper must provide Carrier prior notification of any shipment having a declared valuation limitation greater than the valuation limitation described in paragraphs (1) and (2) and must obtain a written acknowledgement from Carrier of acceptance of the shipment at the declared valuation greater than the valuation limitation described in paragraphs (1) and (2). An excess value charge of 5% for each \$100.00, or fraction thereof, of value declared in excess of the valuation limitation described in paragraphs (1) and (2) will be assessed to the payor of the freight charges with a minimum charge of no less than \$50.00. Excess value provisions made a part of any bill of lading contract executed by Carrier's driver without other prior notification and written acknowledgement shall not be considered to be prior notification; and any shipment that is inadvertently accepted will be deemed to have been released to the Carrier with the valuation limitation described in paragraphs (1) and (2).

4. Concealed damage claims will be paid at a maximum of 1/3 of the claim value. All concealed damage claims must

be reported within 5 days of the date of delivery for consideration by Carrier.

5. Claims for concealed damage, where there is visible damage to the product, but a clear receipt of delivery, will not be accepted by Carrier and the damage is assumed to have occurred after delivery while in customer's possession.

Under no circumstances shall XGS be liable for any economic loss, incidental, or consequential damages including without limitation, lost profits or business opportunity, or for any special or indirect loss or damage, or punitive or exemplary damage, regardless of the existence of reasonable foreseeability, unless such liability is specifically assumed in writing prior to shipment by an executive officer of XGS. XGS shall not be liable for any claims arising out of events occurring in Mexico.

XGS shall not be liable for delay caused by highway obstruction, faulty or impassable highways, inadequate loading or unloading facilities, lack of capacity of any highway bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment or from any cause other than the sole negligence of Carrier. XGS shall not be bound to transport by any particular schedule, means, or vehicle, other than with reasonable dispatch. XGS shall have the right in case of physical necessity to forward said property by any Carrier or route between the point of shipment and the point of destination.

ITEM 545

CLAIMS

This Item governs the investigation and disposition of claims for loss, damage, or injury and is to be construed in accordance with the federal regulations set forth at 49 CFR 370.

All claims must be filed with XGS in writing within nine (9) months of the date of delivery, or the date delivery was scheduled for undelivered shipments. Any suit must be commenced within two years and one day of the date of denial by XGS of the claim.

Written claims must (1) contain sufficient facts to identify the shipment; (2) assert liability for loss or damage; and (3) make a claim for a specified and determinable amount of money. XGS shall not consider bad order reports, appraisals, notations of shortage or damage on bills of lading, or similar documents sufficient to comply with the minimum filing requirements. Supporting documentation as stated at 49 CFR 370.7(b) is required with each claim.

Shipper or consignee shall allow XGS five (5) days to inspect any damaged shipment prior to disposition.

ITEM 550

**IN BOND CHARGES
(CUSTOMS INSPECTION)**

In order to fulfill the requirements of the U. S. Customs inspection, a charge of \$75.00 will be assessed. Such charges will be the responsibility of the party paying the applicable freight charges and will be in addition to the freight charges.

ITEM 570

DETENTION—VEHICLES WITH POWER

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. 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.

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 pick-up or deliver freight at hours other than such Carrier's normal business hours.

4. When 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 begin until free time for unloading has expired.

5. 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 490. If the freight is later tendered for delivery, the charge for redelivery in Item 250 will apply. In such event, detention charges as provided in Section 5 of this item will immediately become applicable.

6. 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, Paragraph 2 will apply.

(b) Consignor or consignee may request that the vehicle with power be returned to Carrier's premises. At the 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 490. When the vehicle is returned to consignor's 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 250 series.

SECTION 2 - DEFINITIONS:

"LOADING" - includes the furnishing to the Carrier the Bill of Lading or Forwarding Directions or other Documents necessary for forwarding of the shipment.

"UNLOADING" - includes:

(a) Surrender to the Carrier of Bill of Lading on shipments billed "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. Commencement and termination:

(a) 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. 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.

(b) Time shall end upon completion of loading or unloading. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion on to 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.

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.

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

4. Free time will be computed on the total number of shipments and their combined weight on the vehicle, regardless of origin or destination. Where any shipment on the vehicle is subject to a similar rule providing greater total free time for the vehicle than here provided, such greater free time will apply. When free time is exceeded, detention charges on the vehicle will be determined by the application of the lowest detention charges governing any shipment on the vehicle.

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 15

2,500 but less than 5,000..... 30

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 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) "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 specific request are not spotted until the Carrier receives a consignor's request that places a trailer for spotting. Movement of the trailer from the 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 for 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 A.M. 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 7 A.M. 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 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.

(2) When a stopped 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.

SECTION 4 - CHARGES:

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

1. For each of the first, second and third 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)..... \$35.00
2. For each of the fourth, fifth and sixth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)..... \$47.00
3. For the seventh and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)..... \$58.00

NOTE A--For the purposes of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

ITEM 580 RELEASED VALUE - USED & RECONDITIONED COMMODITIES

Any commodity that is used or reconditioned will only be accepted for transportation under the consideration that the value of said commodity is released to \$0.10 cents per pound.

ITEM 590 FUEL SURCHARGE

Fuel surcharge will be adjusted each Tuesday based on the National Average Price per gallon for all origins other than California of diesel fuel as reported by the Department of Energy each Monday. Shipments originating in CA will be based on the CA price per gallon from the DOE. Fuel surcharge will be applied to the freight charges excluding other accessorial charges that were not used to determine the freight charge.

Same increments will apply if prices exceed those noted.

From	To	FSC%
\$1.341	\$1.370	0%
\$1.371	\$1.400	0.5%
\$1.401	\$1.430	1.0%
\$1.431	\$1.460	1.5%
\$1.461	\$1.490	2.0%
\$1.491	\$1.520	2.5%
\$1.521	\$1.550	3.0%
\$1.551	\$1.580	3.5%
\$1.581	\$1.610	4.0%
\$1.611	\$1.640	4.5%
\$1.641	\$1.670	5.0%
\$1.671	\$1.700	5.5%
\$1.701	\$1.730	6.0%
\$1.731	\$1.760	6.5%
\$1.761	\$1.790	7.0%
\$1.791	\$1.820	7.5%
\$1.821	\$1.850	8.0%
\$1.851	\$1.880	8.5%
\$1.881	\$1.910	9.0%
\$1.911	\$1.940	9.5%
\$1.941	\$1.970	10.0%
\$1.971	\$2.000	10.5%
\$2.001	\$2.030	11.0%

\$2.031	\$2.060	11.5%
\$2.061	\$2.090	12.0%
\$2.091	\$2.120	12.5%
\$2.121	\$2.150	13.0%
\$2.151	\$2.180	13.5%
\$2.181	\$2.210	14.0%
\$2.211	\$2.240	14.5%
\$2.241	\$2.270	15.0%
\$2.271	\$2.300	15.5%
\$2.301	\$2.330	16.0%
\$2.331	\$2.360	16.5%
\$2.361	\$2.390	17.0%
\$2.391	\$2.420	17.5%
\$2.421	\$2.450	18.0%
\$2.451	\$2.480	18.5%
\$2.481	\$2.510	19.0%
\$2.511	\$2.540	19.5%
\$2.541	\$2.570	20.0%
\$2.571	\$2.600	20.5%
\$2.601	\$2.630	21.0%
\$2.631	\$2.660	21.5%
\$2.661	\$2.690	22.0%
\$2.691	\$2.720	22.5%
\$2.721	\$2.750	23.0%
\$2.751	\$2.780	23.5%
\$2.781	\$2.810	24.0%
\$2.811	\$2.840	24.5%
\$2.841	\$2.870	25.0%
\$2.871	\$2.900	25.5%
\$2.901	\$2.930	26.0%
\$2.931	\$2.960	26.5%
\$2.961	\$2.990	27.0%
\$2.991	\$3.020	27.5%
\$3.021	\$3.050	28.0%
\$3.051	\$3.080	28.5%
\$3.081	\$3.110	29.0%
\$3.111	\$3.140	29.5%
\$3.141	\$3.170	30.0%
\$3.171	\$3.200	30.5%
\$3.201	\$3.230	31.0%
\$3.231	\$3.260	31.5%
\$3.261	\$3.290	32.0%
\$3.291	\$3.320	32.5%
\$3.321	\$3.350	33.0%
\$3.351	\$3.380	33.5%
\$3.381	\$3.410	34.0%
\$3.411	\$3.440	34.5%
\$3.441	\$3.470	35.0%
\$3.471	\$3.500	35.5%
\$3.501	\$3.530	36.0%
\$3.531	\$3.560	36.5%
\$3.561	\$3.590	37.0%

ITEM 600

MINIMUM CHARGE FOR LOW DENSITY FREIGHT

Low density freight includes any shipment which is 750 cubic feet or greater and has a density of less than six (6) pounds per cubic foot. Eligible shipments will be subject to rates and charges and a minimum charge to be determined as follows:

1. Multiply the total cubic feet by 6 pounds to get the calculated weight of the shipment.

2. Multiply the calculated weight by the class 100 class rate as published in the current XGS series Tariff in effect at time of shipment.
3. Apply the customers published discount percentage.

Density is based on the total cubic feet of all articles or pieces in the shipment. Density is determined as referenced in Item 400 and as follows:

- A. To determine the density of a cylindrical shaped article or any article other than a square, elliptical or rectangular shaped article in a single plane, square the greatest dimension on the cylindrical or other than square, elliptical or rectangular plane (multiply the dimension by itself) and multiply that result by height or length. If result is in cubic inches,
 - B. divide by 1,728 cubic inches (one cubic foot). The density shall be the result of the division of the weight of the article by the ascertained cubic feet.
 - C. Freight bill information: When this item has application, the Carrier's freight bill will indicate both the actual weight and the calculated weight upon which the charges are assessed.
 - D. The provisions of this item are not applicable in connection with shipments subject to:
 - 1) Capacity load or exclusive use of vehicle provisions, or;
 - 2) TL or Volume rates or charges, or;
 - 3) Rates stated to apply per unit, per mile or per trailer, or;
 - 4) Rates that are based on the number of linear feet, or other units, occupied by the shipment; and the minimum charge provided in this item may not exceed charges as provided in a), b), c) or d).
 - 5) Shipments subject to full Class rates with no discount.
 - E. If Carrier is unable to load freight on top of the packaged articles/handling units due to the nature of the packaged articles/handling units, per instructions from the shipper/consignee, loading or bracing with partitions, or by any other means, minimum height measurement of 102 inches and width measurement of 96 inches will be used when determining the cubic footage of the packaged articles/handling units.

ITEM 610

BILLS OF LADING - COMBINED SHIPMENTS

When XGSI receives two (2) or more shipments from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, XGS, at its option, may combine the bills of lading for all such shipments into a master bill of lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations, and charges that would apply if they had all been tendered to the Carrier as a single shipment. If the combination of shipments results in a combined weight in excess of 20,000 lbs., Carrier may transfer this truckload shipment to its brokerage division (XTMS) for handling, reference Item 440. If the combination of shipments handled by XGSI results in Capacity Load (Item 340) or Linear Feet (Item 760) conditions, such charges from these items will be applicable.

ITEM 660**DENSE SQUARE YARD UPCHARGE**

All shipments rated as rate per SY moving as a roll on a core that exceed the below pounds per square yard shall have an additional upcharge to the line-haul rate as follows:

Pounds Per Square Yard	Dense Carpet Charge
7.0 to 7.49	160% of the rate
7.5 to 7.99	170% of the rate
8.0 & Over	180% of the rate

ITEM 670**EXTRA LABOR**

When requested by a customer, extra labor may be furnished by XGS for loading and unloading for a charge of \$75.00 per man hour. This service includes charges only for utilization of manpower and charges for services including use of equipment would be assessed separately. Time shall be computed from the time the extra labor is dispatched to the place of pickup or delivery until loading or unloading is complete. The terms of this item do not constitute an obligation on behalf of XGS to furnish extra labor.

ITEM 690**RUGS IN DISPLAY BOXES**

All rugs shipped in Display Boxes as sold in the store where the shipping container can be considered as a store display, will be rated as a Display per NMFC Item # 57410 based on density guidelines and class per the National Motor Freight Classification guide.

ITEM 700**CRATED CARPET**

Broadloom carpet when rated by the square yard per the customer's pricing agreement shipped in crates or bundles (with rolls unable to be handled with a carpet pole) will be assessed an additional charge of \$75.00 per crate.

ITEM 720**FREIGHT QUOTES – VOLUME & LTL**

Valid quotes must be obtained with a valid XGS assigned quote number obtained in advance by the payor of the freight. All quotes are valid for 15 days from the time the shipment is quoted. All shipments moving under a XGS quote number must have the XGS quote number on the bill of lading at time of shipment. Volume quotes will be the responsibility of the shipper to load the freight in the space allotted in the quotation. Should any shipment characteristics provided at the time of the quote be unmentioned or varied including but not limited to zips, weight, class, space, value, or accessorial services, the quote is invalid and the shipment will be rated per the current customer Tariff rates & rules. Please note, Volume shipments, while quoted or not, will move as available within the XGS network and will not be subject to service standards as other LTL shipments.

ITEM 730**CANCELED PICKUP & TRUCK ORDERED NOT USED**

Any LTL pickup requested by XGS that is attempted, but canceled without the tender of freight to XGS, will be assessed a canceled pickup charge of \$45.00 per shipment.

Any truckload or volume quoted shipment pickup request by XGS that is attempted but cancelled without the tender of the freight to XGS, will be assessed a Truck Ordered Not Used (TONU) fee of \$400.00.

ITEM 735**CROSS DOCK FEES**

Shipments that are handled at a XGS facility that are transferred to another Carrier or returned to shipper after reaching the XGS origin facility at the request of the customer are subject to the handling fees associated with the transfer of said shipment. Charges do not apply to through traffic handled by XGS.

ITEM 740

ALASKA RATES & ARBITRARY DESTINATION

City	Min	Carpet SY	Carpet tile SY	Pad CWT	Class 50	Class 55-60	Class 65-70	Class 77.5-85	Class 92.5-100	Adhesive	Shipments to Lowe's Stores	
											Min	CWT
SHIP Service Type												
Anchorage	\$100.00	\$ 1.65	\$ 3.15	\$ 48.50	\$35.00	\$ 37.00	\$ 40.00	\$ 50.00	\$ 55.00	\$ 50.00	\$ 175.00	\$ 60.00
Eagle River	\$100.00	\$ 1.65	\$ 3.15	\$ 48.50	\$35.00	\$ 37.00	\$ 40.00	\$ 50.00	\$ 55.00	\$ 50.00		
Elmendorf AFB	\$100.00	\$ 1.65	\$ 3.15	\$ 48.50	\$35.00	\$ 37.00	\$ 40.00	\$ 50.00	\$ 55.00	\$ 50.00		
Fort Richardson	\$100.00	\$ 1.65	\$ 3.15	\$ 48.50	\$35.00	\$ 37.00	\$ 40.00	\$ 50.00	\$ 55.00	\$ 50.00		
Jointbase Elmendorf Richardson	\$100.00	\$ 1.65	\$ 3.15	\$ 48.50	\$35.00	\$ 37.00	\$ 40.00	\$ 50.00	\$ 55.00	\$ 50.00		
Big Delta	\$350.00	\$ 2.60	\$ 5.50	\$ 80.00	\$50.00	\$ 60.00	\$ 70.00	\$ 85.00	\$ 95.00	\$ 80.00		
Delta Junction	\$350.00	\$ 2.60	\$ 5.50	\$ 80.00	\$50.00	\$ 60.00	\$ 70.00	\$ 85.00	\$ 95.00	\$ 80.00		
Eielson AFB	\$110.00	\$ 1.97	\$ 4.35	\$ 65.00	\$40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 75.00	\$ 65.00		
Ester	\$110.00	\$ 1.97	\$ 4.35	\$ 65.00	\$40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 75.00	\$ 65.00		
Fairbanks	\$110.00	\$ 1.97	\$ 4.35	\$ 65.00	\$40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 75.00	\$ 65.00	\$ 185.00	\$ 75.00
Fort Wainwright	\$110.00	\$ 1.97	\$ 4.35	\$ 65.00	\$40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 75.00	\$ 65.00		
North Pole	\$110.00	\$ 1.97	\$ 4.35	\$ 65.00	\$40.00	\$ 45.00	\$ 55.00	\$ 65.00	\$ 75.00	\$ 65.00		
Fort Greely	\$285.00	\$ 2.60	\$ 5.50	\$ 80.00	\$50.00	\$ 60.00	\$ 70.00	\$ 80.00	\$ 95.00	\$ 80.00		
Anchor Point	\$190.00	\$ 2.60	\$ 4.70	\$ 75.00	\$50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00		
Homer	\$190.00	\$ 2.60	\$ 4.70	\$ 75.00	\$50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00		
Ninilchik	\$190.00	\$ 2.60	\$ 4.70	\$ 75.00	\$50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00		
Kasilof	\$110.00	\$ 1.97	\$ 4.50	\$ 70.00	\$40.00	\$ 45.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 70.00		
Kenai	\$110.00	\$ 1.97	\$ 4.50	\$ 70.00	\$40.00	\$ 45.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 70.00		
Nikiski	\$110.00	\$ 1.97	\$ 4.50	\$ 70.00	\$40.00	\$ 45.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 70.00		
Soldotna	\$110.00	\$ 1.97	\$ 4.50	\$ 70.00	\$40.00	\$ 45.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 70.00		
Kodiak	\$285.00	\$ 4.10	\$ 7.25	\$150.00	\$60.00	\$ 65.00	\$ 70.00	\$ 75.00	\$ 80.00	\$ 150.00		
Big Lake	\$110.00	\$ 1.80	\$ 4.10	\$ 65.00	\$35.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00		
Birchwood	\$110.00	\$ 1.80	\$ 4.10	\$ 65.00	\$35.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00		
Chugiak	\$110.00	\$ 1.80	\$ 4.10	\$ 65.00	\$35.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00		
Palmer	\$110.00	\$ 1.80	\$ 4.10	\$ 65.00	\$35.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00		
Wasilla	\$110.00	\$ 1.80	\$ 4.10	\$ 65.00	\$35.00	\$ 45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 165.00	\$ 65.00
Seward	\$250.00	\$ 1.80	\$ 4.50	\$ 70.00	\$55.00	\$ 60.00	\$ 65.00	\$ 75.00	\$ 80.00	\$ 75.00		
Valdez	\$375.00	\$ 2.60	\$ 4.75	\$ 85.00	\$55.00	\$ 60.00	\$ 65.00	\$ 75.00	\$ 80.00	\$ 85.00		
City	Min	Carpet SY	Carpet tile SY	Pad CWT	50-60	65-70	77.5	85	92.5	100	Adhesive	
BARGE Service Type												
Auke Bay	\$100.00	\$ 1.45	\$ 2.40	\$ 38.00	\$35.00	\$ 40.00	\$ 45.00	\$ 48.00	\$ 55.00	\$ 58.00	\$ 25.00	
Douglas	\$100.00	\$ 1.45	\$ 2.40	\$ 38.00	\$35.00	\$ 40.00	\$ 45.00	\$ 48.00	\$ 55.00	\$ 58.00	\$ 25.00	
Juneau	\$100.00	\$ 1.45	\$ 2.40	\$ 38.00	\$35.00	\$ 40.00	\$ 45.00	\$ 48.00	\$ 55.00	\$ 58.00	\$ 25.00	
Ketchikan	\$100.00	\$ 1.40	\$ 2.40	\$ 60.00	\$32.00	\$ 35.00	\$ 40.00	\$ 42.00	\$ 45.00	\$ 50.00	\$ 32.00	
Ward Cove	\$100.00	\$ 1.40	\$ 2.40	\$ 60.00	\$32.00	\$ 35.00	\$ 40.00	\$ 42.00	\$ 45.00	\$ 50.00	\$ 32.00	
Sitka	\$150.00	\$ 2.80	\$ 4.40	\$ 80.00	\$45.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 45.00	

All freight to be rated based on the XGSI 3501 rate disk per the customer tariff from origin to the XGS service center in Kent, WA 98032 plus the above WA to AK hundredweight rates.

All other AK destinations, commodities, and classes will not be covered under any pricing agreements unless otherwise noted and rates will be determined by XGS on a cost basis unless a freight quote is requested prior to tendering the shipment by the payor of the freight.

Any and all additional charges incurred to XGS for delivery in AK including but not limited to toll, ferry, helicopter, or other air service, limited access, or remote destination charges are not covered under a customer's pricing agreement and

charges will be determined and assessed by XGS to the payor of the freight

Arbitrary destination charges will be the greater of \$200.00 or actual cost incurred to XGS for delivery and will apply on all shipments to destination cities or zips not listed above.

Above rates apply plus applicable fuel surcharge

ITEM 750 HAWAII RATES & ARBITRARY DESTINATION

Square Yard rates to be determined per the XGSI 3501 rate disk per the customer tariff except as otherwise noted below.

All freight other than carpet or carpet tile to be rated based on the XGSI 3501 rate disk per the customer tariff from origin to the XGS service center in Chino, CA1710

plus the below CA to HI hundredweight rates based on the ACTUAL NMFC freight classification.

Any and all additional charges incurred to XGS for delivery in HI including but not limited to toll, ferry, helicopter or other air service, limited access, or remote destination charges are not covered under a customer's pricing agreement and charges will be determined and assessed by XGS to the payor of the freight.

Arbitrary destination charges will be the greater of \$300.00 or actual cost incurred to XGS for delivery. Rates apply plus applicable fuel surcharge.

CARPET AND CARPET TILE SY RATE EXCEPTIONS		
ZIP CODE	MIN	SY RATE
96708	\$ 170.00	\$ 3.50
96710	\$ 160.00	\$ 3.25
96718	\$ 160.00	\$ 3.25
96728	\$ 160.00	\$ 3.25
96729	\$ 250.00	\$ 5.10
96737	\$ 160.00	\$ 3.25
96742	\$ 250.00	\$ 5.10
96748	\$ 250.00	\$ 5.10
96753	\$ 170.00	\$ 3.50
96757	\$ 250.00	\$ 5.10
96760	\$ 160.00	\$ 3.25
96761	\$ 170.00	\$ 3.50

CWT RATES		
CLASS	MIN	CWT CA-HI
50-60	\$ 225.00	\$ 45.00
65-85	\$ 225.00	\$ 80.00
92.5-125	\$ 225.00	\$ 145.00
150-200	\$ 225.00	\$ 200.00
250-300	\$ 225.00	\$ 280.00
400-500	\$ 225.00	\$ 470.00

CWT EXCEPTIONS			
ZIP CODE	CLASS	MIN	CWT CA-HI
96729	50-60	\$ 250.00	\$ 50.00
96742	65-85	\$ 250.00	\$ 90.00
96748	92.5-125	\$ 250.00	\$ 165.00

96763	\$ 250.00	\$ 5.10
96764	\$ 160.00	\$ 3.25
96768	\$ 170.00	\$ 3.50
96770	\$ 250.00	\$ 5.10
96771	\$ 160.00	\$ 3.25
96772	\$ 160.00	\$ 3.25
96773	\$ 160.00	\$ 3.25
96774	\$ 160.00	\$ 3.25
96775	\$ 160.00	\$ 3.25
96776	\$ 160.00	\$ 3.25
96777	\$ 160.00	\$ 3.25
96778	\$ 160.00	\$ 3.25
96779	\$ 160.00	\$ 3.25
96780	\$ 160.00	\$ 3.25
96781	\$ 160.00	\$ 3.25
96783	\$ 160.00	\$ 3.25
96790	\$ 170.00	\$ 3.50

96757	150-200	\$ 250.00	\$ 230.00
96763	250-300	\$ 250.00	\$ 325.00
96770	400-500	\$ 250.00	\$ 540.00

ITEM 760

LINEAR FEET RULE

CWT Shipments occupying 15 linear feet or greater of a trailer (subject to Carrier's determination) shall be subject to a minimum charge based on Class 200 at 20,000 lbs. of Customer's applicable hundredweight rate base rate less 50% discount, unless otherwise provided in advance of freight movement with a volume or spot quote agreement. These shipments moving within the XGS network will move as available.

ITEM 770

PROHIBITED OR RESTRICTED ARTICLES (NO HAUL LIST)

SEC 1 Property of Extraordinary Value: The following property will not be accepted for shipment nor as premiums accompanying other articles.

- **Explosives** – Division 1.1, 1.2, 1.3, 1.5
- **Inhalation Hazards** (Does NOT include Poison and Toxic) Division 2.3, 6.1
Specific No-Haul Inhalation Sub-Class UNs:

UN1052	UN1745	UN1834	UN2483
UN3079			
UN1098	UN1746	UN1838	UN2486
UN1380	UN1754	UN2032	UN2605
UN1510	UN1810	UN2442	UN2692
UN1744	UN1829	UN2481	UN2826

- **Radioactive** – Class 7
- Animals; Furs; Hides, green or wet
- Antiques, Museum exhibits or articles of antiquity
- Articles which because of their bulk, length, width, or height cannot be safely stowed within a trailer or container.

- Articles liable to impregnate or otherwise damage equipment or other freight
- Articles of extraordinary value
- Automobiles
- Bank bills, Deeds, Drafts, Letters, Valuable papers of any kind; Securities, Stamps, Stock Certificates or Letters, Money or Notes
- Bullion
- Carbon Black including the following and all other Trade Names/Varieties of Carbon Black: Iron oxide Black, Pirox200, Inactive Carbon Black, Carbon Black Grade Series, Durex, Lamp Black, Corax, Ecorax, Aroperse, Hi-Black, Nipex, Printex, Special Black, Panther, Sable, HS, Nerox
- Clams, Crabs, Lobsters, Oysters and Shrimp; Fish, except smoked or canned
- Flora and Fauna
- Gasoline (contact Safety for approval of small quantities)

- Hazardous and Non-Hazardous Waste
- Mercury
- Money or Notes
- Original Works of Art
- Platinum, Gold, Silver, and other Precious Metals; Precious Stones, Jewelry, Watches
- Postage Stamps
- Produce
- Prohibited Ruminant Protein Materials (FDA Reg 21 CFR 589.2000 & 21 CFR 589.2001)
- Uncrated Machinery

SEC 2 Freight liable to Damage other Freight or Equipment:

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

Monetary coins will not be accepted as premiums with other articles except Authorized in NMFC 11, 310.

United States Mail will be accepted only when the consignor or consignee is a United States Post Office.

Except U.S. Internal Revenue Distilled Spirits Stamps.

Except antique furniture subject to NMFC Items 100240 and 100260 or Numismatic exhibits subject to NMFC 100, Item 63830.

Except pictures or paintings subject to NMFC 100, Items 100240, 100260

Articles tendered with a destination value stated on the Bill of Lading at the time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMFC 100