



LAND 100-A
Cancels LAND-100 in its entirety

Effective: March 15, 2020

**RULES AND OTHER GOVERNING PROVISIONS APPLICABLE FOR
LANDSTAR TRANSPORTATION LOGISTICS, INC.
AND THE FOLLOWING AFFILIATED OPERATING COMPANIES:**

	<u>SCAC</u>	<u>CERTIFICATE</u> <u>NUMBER</u>
LANDSTAR EXPRESS AMERICA, INC.	LEAM	MC-206847
LANDSTAR GEMINI, INC.	LGNI	MC-177505
LANDSTAR GLOBAL LOGISTICS, INC.	LSLG	MC-218342
LANDSTAR INWAY, INC.	LDWY	MC-161864
LANDSTAR LIGON, INC.	LIGS	MC-167225
LANDSTAR RANGER, INC.	LRGR	MC-166960
LANDSTAR TRANSPORTATION LOGISTICS, INC.	LAND	MC-277729

**OPERATING RULES TARIFF
INCLUDING
CHARGES FOR TERMINAL AND SPECIAL SERVICES
AND
EXCEPTIONS TO RULES GOVERNING CLASSIFICATION
VIA
MOTOR FREIGHT TRAFFIC IN
INTERSTATE, INTRASTATE OR FOREIGN COMMERCE**

For reference to Governing Publications, see **RULE 100**
This **LAND 100-A** cannot be reproduced in whole or in part without the express written
consent of the Director of Pricing Services, Landstar Transportation Logistics, Inc.

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
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**LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 100**GOVERNING PUBLICATIONS**

This Rules Tariff is governed, except as otherwise provided herein, by the following publications and supplements or successive issues thereof:

KIND OF PUBLICATION	ISSUING AGENT AND TARIFF SERIES	FOR SPECIAL PROVISIONS SEE
Classification, Governing	STB NMF 100	
Mileage Guide	STB HGB 100	Rule 510
Motor Carrier Laws	Title 19 and Title 49 U.S. Code	
Motor Carrier Regulations	Title 19 and Title 49 Code of Federal Regulations	
Zip Code Directory	STB HGB 105	

RULE 102**APPLICATION OF RULES TARIFF**

This Rules Tariff shall apply to all shipments tendered to Carrier in its capacity as a motor carrier for transportation between points in the United States and between points in the United States on one hand and points in Canada or Mexico on the other hand.

This Rules Tariff will not apply on shipments tendered to Landstar Express America, Inc. in its capacity as an indirect air carrier or air freight forwarder nor on shipments tendered to Landstar Global Logistics in its capacity as an Ocean Freight Forwarder, Ocean Transportation Intermediary (OTI) or Non-Vessel Operating Common Carrier (NVOCC). Please refer to LEAF2015AW or Freight Tariff No. 1 AKA LSLG 100-A, respectively.

RULE 105**REFERENCE TO CONTRACT, PRICING SCHEDULE/TARIFF**

Where reference is made to a contract, pricing schedule, tariff, item, rule or note, such reference will also embrace amendments, supplements or successive re-issues of such contract, pricing schedule, tariff, item, rule or note.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 110**DEFINITIONS**

Except as otherwise provided, the following terms shall be defined as shown below:

Agent - Person authorized to act on another's behalf.

Bill of Lading - A Bill of Lading is a document establishing a legal contract between the Shipper of goods and the Carrier. It provides details and instructions with respect to the Shipment of goods and identifies the Shipper, Consignee, Origin, Destination, description of the freight, weight, piece count, etc. It must be signed by the Shipper, the Carrier and also by the Consignee at destination.

Business Day - Monday through Friday, excluding Holidays.

Business Hours - 8:00 a.m. to 5:00 p.m. excluding Saturdays, Sundays and legal Holidays except that the Consignee may designate its Business Hours to be other than 8:00 a.m. to 5:00 p.m. provided that such designation is made in writing in advance of delivery and that such designated hours include at least six hours all of which are between 8:00 a.m. to 5:00 p.m.

Carrier - Any or all of Landstar Express America, Inc., Landstar Gemini, Inc., Landstar Global Logistics, Inc., Landstar Inway, Inc., Landstar Ligon, Inc., Landstar Ranger, Inc. and Landstar Transportation Logistics, Inc. engaged in the business of transporting property.

CONEX - A type of box, Trailer or Container utilized for shipping DOD cargo.

Consignee - The person, firm or corporation shown on the Bill of Lading or Waybill as the party to whom the property is physically delivered by Carrier.

Consignor - The person, firm or corporation shown on the Bill of Lading or Waybill as the party tendering a Shipment to Carrier for transportation. Usually referred to as a Shipper.

Container - A trailer body that is utilized to transport Intermodal cargo by ship, rail, truck or barge. For purposes of this Rules Tariff, a Container will be deemed to be the same as a Trailer.

Demurrage - The charge assessed for holding Equipment beyond the Free Time allowed by Carrier for loading and/or unloading cargo at piers or wharfs.

Destination - The final point or stop off point to which the freight is destined.

Detention - The charge assessed for holding Equipment beyond the Free Time allowed by Carrier for loading and/or unloading cargo, except at piers or wharfs.

Driver - A person who operates a Tractor, Power Unit, Truck or Vehicle.

Dromedary - Sometimes referred to as a Drom, is a box, deck, or plate mounted behind the cab and forward of the fifth wheel on the frame of the Tractor.

ELD - An electronic logging device used to electronically record a Driver's record of duty status (RODS) and replaces the paper logbook used to record a Driver's hours of service (HOS) requirements.

EOBR - Electronic On-Board Recorder is a device mounted in a Truck which electronically records the amount of time a Vehicle is being driven.

Equipment - Any Power Unit, Tractor, Truck or other self-propelled highway Vehicle, or any Trailer, Semi-Trailer or any combination of such highway Vehicles.

Escorts / Flagman - A person or company hired to accompany Vehicles transporting a Shipment or a portion of a Shipment.

Export Shipment - A shipment originating from one country that is: (a) consigned to a point in another country and moved in part by an ocean, motor or air carrier, or (b) tendered to an ocean, motor, or air carrier for delivery outside the country of shipment Origin, or (c) consigned to a warehouse and within 12 months consigned to a point outside the country of Shipment Origin.

For the Account of - Terminology published in contracts, pricing schedules/tariffs governed by this Rules Tariff is for identification purposes only.

Foreign - Of or relating to another country or nation.

Free Time - The period allowed to load or unload the Equipment before storage, Demurrage or Detention charges, as applicable, begin to accrue.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
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From the Facilities of - Terminology published in contracts, pricing schedule/tariffs governed by this Rules Tariff is for identification purposes only.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, or any other day generally observed as a Holiday by the Carrier at the point where the service is performed. When a Holiday falls on Sunday, the following Monday will be considered as a Holiday; when a Holiday falls on Saturday, the preceding Friday will be considered as a Holiday.

Import Shipment - A Shipment destined to one country that: (a) originates from a point in another country and moved in part by an ocean, motor or air carrier, or (b) is received from an ocean, motor, or air carrier for delivery outside the country of Shipment Origin, or (c) is consigned to a warehouse and within 12 months of delivery consigned to a point outside the country of Shipment Origin.

In-Bond Shipment – An Import or Export Shipment that has not yet been cleared by customs. Custom duties on the Shipment are secured by indemnity bonds.

Interchange – The receipt of a Trailer to continue a through movement by one motor carrier from another motor carrier at a point at which both motor carriers are authorized to serve.

Intermodal - Transportation involving more than one mode, e.g. motor/rail, motor/air or motor/water.

Intrastate - Origin and Destination points reside within the same state.

Interstate - Origin and Destination points do not reside within the same state.

Low-Boy - The term "Low-Boy" shall be construed to mean any Vehicle, with wheels, attached, and with load carrying bed or platform suspended not more than 43 inches above ground or street level.

LTL (Less than Truckload) – A quantity of freight weighing less than 20,000 pounds and occupying less than 20 lineal feet of Trailer space and upon which LTL rates have been assessed.

Origin – The original shipping point of the freight.

Palletized Shipment – A Shipment tendered to and transported on pallets (elevating truck pallets or platforms or lift-truck skids, with or without standing sides or ends, but without tops).

Permits – Special – Federal or State documentation (pertaining to axle taxes, heavy use taxes, additional fuel taxed, etc.) approving the movement of certain Vehicles through its territory.

Person – The term person includes businesses, corporations, companies, associations, firms, partnerships, trusts, individuals, and representatives of such person.

Plant Site – Terminology published in contracts, pricing schedules/tariffs governed by this Rules Tariff is for identification purposes only.

Point – A particular city, township, village, community or other narrowly localized area and is treated as a unit for the application of rates.

Power Unit – Motor Vehicle designed primarily for pulling Trailers or Semi-Trailers.

Reconsignment/ Diversion – The terms are considered to be synonymous, and the use of either will mean; (a) A change in the name of the Consignee with the original Destination point; (b) A change in the place of delivery with the original Destination point; (c) A change in the original Destination point; or (d) A change in the route or other instructions that required a change in billing or an additional movement of the Shipment.

Route Survey – A study of the various routes available from Origin to Destination to determine the best course to take accompanied with instructions necessary to navigate the route safely with a load that exceeds normal or is over dimensional (determined by each state specifications in each state in which the freight is to be transported).

Semi-Trailer – A Trailer without a front axle equipped with legs that can be lowered to support it when unhooked from the tractor.

Shipment – A quantity of freight tendered to Carrier by a Shipper for delivery to a Consignee and covered by one Bill of Lading or Waybill for transportation in one vehicle, unless otherwise provided.

Shipper - The person, firm or corporation shown on the Bill of Lading or Waybill as the party tendering a Shipment to the Carrier for transportation. Sometimes called a Consignor.

Signature and Tally Record (ST) - A service designed to provide continuous responsibility for the custody of U.S. DOD Shipments in transit. A signature and tally record is required of each person responsible for the proper handling of the Shipment at specified stages of transit from Origin to Destination.

Straight Truck - A Motor Vehicle with a cargo body and cab mounted on the same chassis.

TEU – Twenty Foot Equivalent Unit.

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TL (Truckload) - A quantity of freight weighing 20,000 pounds or more, or which occupies 20 lineal feet or more of Trailer space, or upon which TL rates have been assessed.

Third Party - Party who is neither the Carrier, the Shipper nor the Consignee.

Toll Charges - A fee imposed for the privilege of passing over a bridge, road or highway.

Tractor - A self-propelled motor Vehicle used primarily for pulling Trailers or Semi-Trailers by means of a fifth wheel mounted over the rear axle in a Tractor Trailer or Tractor Semi-Trailer configuration.

Tractor Trailer - An Equipment configuration consisting of a separate power unit (Tractor) and one or more unpowered trailing units (Trailer or Semi-Trailer).

Trailer - An unpowered freight carrying unit pulled by a single power unit and used on the highways in the transportation of property.

Truck - The term Truck means any single load-carrying Vehicle, propelled or drawn by mechanical power and used upon the alleys, streets, highways or yards in the transportation of property.

TWIC - Transportation Worker Identification Credential.

Van - A fully enclosed Trailer designed to protect the cargo from the elements.

Vehicle - The term Vehicle means any single load-carrying Vehicle, propelled or drawn by mechanical power and used upon the alleys, streets, highways or yards in the transportation of property.

Trailer - Any freight carrying unit propelled or drawn by a single Power Unit and used on the highways in the transportation of property.

Waybill - A shipping document which provides Shipment details and instructions with respect to the Shipment of goods and identifies the Shipper, Consignee, Origin, Destination, description of the freight, weight, piece count, etc. The term Waybill is most commonly associated with airfreight through a document called an Air Waybill.

Wharf - Any wharf, berth, pier, quay, landing or other structure to which a water-borne vessel may dock to load or unload cargo or passengers, make fast and that area or structure (other than a public utility warehouse) immediately adjacent, which is used for transit storage, loading, unloading, assembling, or distribution of goods or merchandise.

RULE 120 ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

For explanation of abbreviations, reference marks and symbols not explained on each page of this Rules Tariff and where reference is made to this Rules Tariff by other contracts, pricing schedules/tariffs or rules issued by Carrier for explanation of abbreviations, reference marks and symbols, refer to concluding pages of this Rules Tariff.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 160**APPLICATION OF RATES**

1. Except on Shipments for which exclusive use of Vehicle is requested or on Shipments tendered as truckload, the truckload rates shall apply on Shipments of freight weighing not less than, or shipped at, or under the rules moving at, the truckload minimum prescribed for the commodity shipped, unless otherwise specified herein.

Where more than one truckload minimum weight is provided and when the charge based on the higher rate and actual weight (but not less than the minimum weight specified for the higher rate) exceeds the charge based on the lower rate and actual weight (but not less than the minimum weight specified for the lower rate) the lowest charge will apply.

2. When rates are calculated on both weight and loading space, the weight or space rate which produces the highest charge shall apply.
3. Except as may be otherwise more specifically provided for, LTL rates are applicable on Shipments of freight weighing less than 20,000 pounds and occupying less than 20 lineal feet of trailer space except that the charge for a less than truckload Shipment must not exceed the charge for a minimum truckload of the same freight at the truckload rate but shall be subject to all minimum weights and charges provided.

Where an alternation of rates is provided, one subject to a minimum and the other to a lesser minimum or actual weight, the charge at the lesser minimum or the actual weight shall not exceed the charge based on the higher minimum at the rate applicable thereto.

4. Rates and charges governed by this Rules Tariff are not applicable on commodities that are exempt from U.S. DOT / FMCSA regulation as a result of the Motor Carrier Act of 1985 as well as those commodities already classified as "exempt" under provisions found in 49 CFR 372.115 and clarifying administrative rulings.
5. In the application of distance rates where the rate making distance exceeds the greatest distance provided in the column of rates under which the commodity is to be transported, the through rate will be determined as follows:

To the rate applicable for the greatest distance shown in the column of rates under which the commodity is to be transported, add the rate for the distance in excess of the greatest distance shown in such column; the sum of the two rates thus determined will constitute the through rate from Origin to Destination.

RULE 165**MINIMUM CHARGE SHIPMENTS**

When a minimum charge is assessed for a Shipment, the charge will not include any special services or accessorial charges (i.e., stop-offs, tailgating, tarping, over-dimension loads, permits, etc.). All special services or accessorial charges will be billed in addition to the minimum charge for the Shipment.

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RULE 170**APPLICATION OF PRICING PROGRAMS (NOTES A and B)**

1. Rates named in contracts, pricing schedules/tariffs made subject hereto are applicable on the transportation of freight in Interstate and Foreign commerce and are subject to the provisions of The Uniform Straight Bill of Lading, the Uniform Conditions of Carriage, a Waybill, or Ocean Bill of Lading, each as more specifically described in Rule 410 of this Rules Tariff.
2. Except as provided herein, all rates (including distance commodity rates, local commodity rates and proportional rates) are subject to all rules, regulations, accessorial and extra charges provided herein to the extent applicable and to all charges for accessorial services named herein when such accessorial services are provided by the Carrier, unless specifically exempt, amended, changed, or altered by some provisions provided in this Rules Tariff or in contracts, pricing schedules/tariffs made subject hereto.
3. Unless otherwise provided, when provisions of this Rules Tariff are in conflict with those published in individual contracts and/or pricing schedules/tariffs, such contracts and/or pricing schedules/tariffs, to the extent of their application, will apply.
4. When the Third Party or Consignee does not have a pricing program which applies on inbound collect Shipments, the Shipper's pricing program, if applicable to outbound collect, will apply.

NOTE A - A pricing program will include any commodity rate or exception rate published specifically for a named account through use of a customer name, customer number or other such terms which serve to identify the account.

NOTE B - Payor of freight charges will mean:

- (a) A Shipper paying the rates and charges on a prepaid Shipment.
- (b) A Consignee paying the rates and charges on a collect Shipment.
- (c) A Third Party paying the rates and charges on a Shipment.

RULE 180**MEXICAN SHIPMENTS - APPLICATION OF RATES**

The Carrier does not hold itself out to provide through transportation service from or to points in the Country of Mexico. Any provision in a Bill of Lading providing for the through transportation of a Shipment from or to a point in the Country of Mexico shall be deemed null and void.

Although the Carrier allows Interchange of its Trailers with certain independent Mexican motor carriers, the Carrier does not have a connecting or interline agreement to provide through service to destinations in Mexico with any motor carrier beyond the United States of America/Mexico International Boundary Line and shall not be deemed to have such a relationship for any purpose.

The Carrier's transportation of a Shipment moving to the Country of Mexico shall end when the Carrier delivers the Shipment to the specified Interchange point in the United States. The Carrier completes the transportation of the U.S. Bill of Lading contract at this Interchange point by turning the Shipment over to the U.S. Customs Broker, an Agent of the Shipper or an Agent of the Consignee.

The Carrier's transportation of a Shipment moving from the Country of Mexico shall begin when the Carrier picks up the Shipment from the Shipper's or Consignee's designated Customs Broker, specified in the U.S. Bill of Lading prepared by the Mexican Customs Broker, Shipper's Agent or Consignee's Agent.

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 190**EXPORT SHIPMENTS – MEXICO**

Shipments destined to Mexico shall be subject to the following Customs charges in addition to all other applicable charges:

- 1) **Load Transfer Charge:** When a Shipment must be transferred from one Straight Truck or Trailer to another Straight Truck or Trailer for a shipment into Mexico, a charge of \$150.00 will be assessed for reloading unless otherwise quoted in writing by the Carrier.
- 2) **Storage:** When a Shipment is stored at a terminal facility while awaiting Mexican clearance, a charge of \$55.00 per 24 hour period will be assessed; no charge for the day of arrival.
- 3) In-Bond Shipments delayed at the Customs Brokers or Freight Forwarder will be assessed \$45.00 per day after three (3) free days.
- 4) **Detention:** Shipments destined to Mexico transported on Trailers which are Interchanged to a Mexican motor carrier, excepting Van Trailers, shall be subject to the following charges, provided that Driver must wait for the Trailer to return to the point of Interchange.

TRAILER TYPE	CHARGE PER DAY (24 Hours Free)
Flatbed	\$350.00
Drop Deck	\$450.00
Double Drop Deck / Low-Boy	\$650.00
Three (3) Axle Trailer	\$750.00

RULE 200**NON-APPLICATION FOR GOVERNMENT SHIPMENTS**

Rates and charges in the Carrier's contracts, pricing schedules/tariffs are not applicable on Shipments moving on Government Bills of Lading. Applicable legal rates in the form of Tenders will apply.

RULE 250**ARBITRARY CHARGE - NEW YORK**

Shipments originating at, destined to or stopped in transit for partial loading or unloading at points in the New York Zip Code prefixes 090-098, 100-104, and 110-119 will be subject to an arbitrary charge of \$300.00 per Vehicle used. This arbitrary charge shall be in addition to the Carrier's applicable rate.

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RULE 300**ADVANCING OR PAYING CHARGES**

Advancing charges are defined as any charges incidental to the transportation of a Shipment for which the Carrier is required to pay in order to proceed, which includes but is not limited to:

Type	Cost	Administrative Charge	Minimum Charge	Maximum Charge
Canada / U.S. Cross Border	Actual	\$20.00	n/a	n/a
Demurrage / Pier, Port or Wharf Charges	Actual	15%	\$25.00	n/a
Escorts or Flagmen	Actual		\$25.00 n/a	n/a
Ferry Charges	Actual	\$25.00	n/a	n/a
Lumper	Actual	\$25.00	n/a	n/a
Permits	Actual	\$5.00 / Permit	\$5.00	\$25.00
Permits – City	Actual	\$5.00 / Permit	\$5.00	\$25.00
Permits – County	Actual	\$5.00 / Permit	\$5.00	\$25.00
Permits - Service Charges	Actual	\$5.00 / Service Charge	\$5.00	\$25.00
Permits – Special	Actual	\$25.00	n/a	n/a
Permits – State	Actual	\$5.00 / Permit	\$5.00	\$25.00
Route Survey	Actual	\$25.00	n/a	n/a
Storage	Actual	15%	\$25.00	n/a
Toll Charges	Actual	15%	\$25.00	n/a
Trailer Wash Out	Actual	\$25.00	n/a	n/a
U.S., Canada or Mexico Customs Broker Fees or Inspections	Actual	\$25.00	n/a	n/a
U.S.D.A. Inspections	Actual	\$25.00	n/a	n/a

Billing under this Rule 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.

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RULE 382**CANCELING ORIGINAL AND REVISED PAGES**

When this Rules Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this rule. Revisions of each page will be filed in numerical sequence.

A revised page cancels any and previously revised or original pages which bear the same page number. For example: "1st Revised Page 10" will have the effect of cancelling the Original Page 10; "45th Revised Page 12" will have the effect of cancelling the 44th Revised Page 12; "13th Revised Page 4A" will have the effect of cancelling 12th Revised Page 4A and also 11th Revised Page 4A if the cancellation of 12th Revised page 4A takes place on or before its' effective date.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 390**CAPACITY LOADS (NOTE A)**

- A. Each Vehicle loaded to capacity will be subject to a minimum charge as follows (NOTE B):
1. Except as otherwise stated in a specific rate item, Shipments subject to rates expressed as CWT (cents per hundred-weight) will be rated at the applicable truckload rate and its accompanying minimum weight but not less than 40,000 pounds.
 2. Shipments subject to flat charge per Trailer or flat charge per Vehicle will be charged for at the per Trailer or per Vehicle charge.
 3. Shipments subject to rates in cents per mile will be rated at the applicable rate for the distance traveled.
- B. When a Shipment is tendered in excess of the quantity that can be loaded in or on a Vehicle, that excess will be rated as a separate Shipment.
1. The total amount included in the Shipment must be ready and available to the Carrier for loading at one time, on one calendar day, by one Shipper, at one Origin (or within the confines of one plant) to one Consignee at one Destination. Failure of the Carrier to furnish sufficient Vehicles to remove all parts of the Shipment from Shipper's premises on the day of tender will not relieve the Carrier from its' obligation to transport the remaining portion of overflow subject to the provisions set forth in this rule.
 2. A master Bill of Lading may be issued to cover the entire weight of the Shipment and in addition thereto a memorandum Bill of Lading must be issued covering each Vehicle used to transport the Shipment or in lieu thereof, separate Bills of Lading may be used to transport the Shipment. In either case, such Bills of Lading must show the weight loaded on the Vehicle as well as the total weight of the Shipment, together with proper cross reference to a part lot number or other designation, indicating that each such part lot is part of a single Shipment.
- C. Shipments in Containers will be considered as loaded to capacity. Two Containers, each 20 feet or less in length, couple together will be considered as one Trailer for the purpose of these provisions.

NOTE A – The term "Capacity Load" of freight shall be considered to mean:

1. That quantity of freight which, in the manner loaded, so fills a Trailer that no additional articles in the shipping form tendered can be loaded in or on the Trailer; or
2. That quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of a Trailer; or That quantity of freight, from one Shipper, that can be legally loaded in or on a Trailer because of size limitations of State or regulatory bodies; or
3. That quantity of freight consisting of one article loaded in or on a Trailer, when one additional article, weighing the same as the article loaded, cannot be legally loaded because of weight limitations of state or regulatory bodies.

NOTE B – Where there is more than one truckload rate applicable, the truckload rate and its accompanying minimum weight producing the highest charge will apply.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

RULE 410**BILL OF LADING**

All Bills of Lading, regardless of form, will be subject to the Rules set forth in the LAND 100-A.

Shipments originating in the contiguous United States

Unless Shipper and Carrier have a prior written agreement to utilize another form of Bill of Lading or freight receipt, and except as may be otherwise provided herein, all motor freight ground shipments shall be subject to the terms and conditions of the Uniform Straight Bill of Lading as published in the most current edition of the NMF 100 Series. See Sample below.

NATIONAL MOTOR FREIGHT CLASSIFICATION NMF 100-AS
 DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

★ITEM 250150

UNIFORM STRAIGHT BILL OF LADING

ORIGINAL—NOT NEGOTIABLE

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference/PO No. _____
 Carrier's Code (SCAC) _____

Name of Carrier _____

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From _____ Date _____
 Street _____ City _____ County _____ State _____ Zip _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to _____
 On Collect on Delivery Shipments, the letters "C.O.D." must appear before consignee's name.

Destination Street _____
 City _____ County _____ State _____ Zip _____

Consignee's Contact Information _____
 Email address and/or phone number _____

Delivering Carrier _____ Trailer No. _____

Additional Shipment Information _____

Send freight bill to: _____
 Company Name _____ Street _____ City _____ State _____ Zip _____

Collect on Delivery \$ _____ and remit to: _____ C.O.D. change to be paid by Shipper []
 Street _____ City _____ State _____ Consignee []

No. & Type of Handling Units	No. & Type of Individual Packages	⊕ NM	Description of Articles, Packages, Special Marks and Exceptions (Subject to correction) (See NMFC Item 250100 (formerly 390))	Applicable NMFC Item Number & Subdivision	Applicable NMFC Class	Food Products or Other Materials or Freight requiring additional care or attention (Note 3)	Weight (Subject to Correction)	Cube (Optional)

⊕ Mark "X" to designate Hazardous Materials as listed in 19 CFR 171.10. For more information, see 49 CFR 171.10.

NOTE (1) Where the rate is dependent on value, a value must be stated. The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See NMFC Item 250100 (formerly 390).

Freight charges are PREPAID unless marked collect. CHECK BOX IF COLLECT []

FOR FREIGHT COLLECT SHIPMENTS:
 If this shipment is to be delivered to the consignee, without recourse on the consignee, the consignee shall sign the following statement:
 The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

 (Signature of Consignee)

Notify if problem enroute or at delivery: _____ Name _____ Carrier _____ Tel. No. _____

Shipper _____ Per _____ Date _____
 Carrier _____ Per _____ Date _____

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Date _____ No. & Type of Packages _____

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

NATIONAL MOTOR FREIGHT CLASSIFICATION NMF 100-AS

DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

ITEM 250150-Continued

UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier shown as transporting the property described in this bill of lading shall be liable as of common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry, or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

Sec. 2. Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

Sec. 4. (a) If the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request, and the consignee refuses the shipment tendered for delivery, or if the carrier is unable to deliver the shipment, because of failure or mistake of the consignee or consignee, the carrier's liability shall be limited to that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as specified on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice. This notice, including storage charges, based on carrier's tariff, shall state the date of the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 24 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within five (5) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee or the agent of either, is not usually located, after unloading or delivery, the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

Sec. 5. (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any financial and commercial documents, currency, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless an agreement in writing between the carrier and the shipper which specifically identifies and authorizes the transportation of such articles to do so and a stipulated value of the articles is endorsed on this bill of lading.

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

The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or collected as specified in 49 U.S.C. §13710, except that collection of such charges will not recourse to the consignor when the consignee stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignee shall remain liable for transportation charges where there has been a erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

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

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

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

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

Only participants in the NMFC at the time the transportation occurs may use the provisions herein.
 For explanation of abbreviations and reference marks, see last page of this Classification. ©NMFTA 2019

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If the Shipper elects to utilize a Bill of Lading or form of receipt other than the Uniform Straight Bill of Lading as published in the most current edition of the NMF 100 Series, no terms, conditions or provisions of such Shipper's Bill of Lading or form of receipt shall apply except for the sole purpose of obtaining information regarding the Origin, Destination, commodity description, weight, delivery instructions and operational information and such Shipper's Bill of Lading or other form of receipt shall not of or by itself constitute a contract between the Shipper and Carrier.

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS**

Shipments originating in Canada

Regardless of the form of shipping receipt issued, and except as may be otherwise provided herein, all motor freight ground Shipments shall be subject to the terms and conditions contained in the Uniform Conditions of Carriage – General Freight, as set out in O. Reg. 643/05 to the Ontario Highway Traffic Act, as amended (the “Uniform Conditions”).

Air and Ocean Freight

Continuous movement Shipments involving air or ocean carriers will be transported subject to the terms and conditions of the Carrier's Air Waybill or the Carrier's Ocean Bill of Lading, as appropriate.

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS**

RULE 430 COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided in Carriers' applicable contract, pricing schedules/tariffs, collection on delivery (COD) Shipments will not be accepted for transportation.

In the event Carrier should inadvertently accept a COD Shipment and Shipper does not reissue the Bill of Lading to eliminate the COD, Carrier will not be responsible for failure to collect the COD amount unless Shipper adheres to the following requirements.

The letters COD must be stamped, typed or printed in red letters no less than one inch in height on all copies of the Bill of Lading. The Bill of Lading must also prominently show the remittance address for COD payment. In no event will Carrier accept cash for payment of a COD. Acceptable forms of payment for a COD shipment include Cashier's Check, Certified Check, Money Order, or with Shipper's written authorization, Personal Check.

The Carrier's charge for collection of a COD will be three percent (3%) of the COD amount, subject to a minimum charge of \$25.00.

RULE 435 PAYMENT AND/OR COLLECTION OF CHARGES

Carrier will not deliver nor relinquish possession of any property transported by it until all rates and charges thereof have been paid by money order or bank cashier's check, except where other arrangements have been made. If it is determined that the Shipment is not properly described and/or if the weight is incorrectly stated on the Bill of Lading or Waybill, as the case may be, the Bill of Lading or Waybill and Carrier's freight bill will be revised and freight charges adjusted to reflect the correct Shipment description and/or correct Shipment weight.

Nothing herein shall limit the right of Carrier to require, at time of Shipment, the pre-payment in part or in full or guarantee of the charges.

When satisfactory arrangements for credit have been made between Carrier and the Shipper, Consignee or Third Party otherwise responsible for the payment of the rates and charges, the following condition will apply:

The standard credit period shall extend 15 calendar days (including Saturday, Sunday and legal Holidays) from the first 12 O'clock midnight following presentation of the freight bill by Carrier, by email, fax, other form of electronic transmission or the deposit of same in the U.S. Mail. For purposes of determining the date of presentation of a freight bill by the U.S. Mail, the postmark date on Carrier's transmittal envelope shall control.

Unless otherwise specified by Carrier in writing, freight charges are payable to the Carrier at Carrier's address shown below:

Carrier:	Remittance Address:
Landstar Express America, Inc.	Mail: 16881 Collection Center Drive, Chicago, IL. 60693-0168 Courier: Bank of America Lockbox Services 16881 Collection Center Drive. Chicago, IL. 60693-0168
Landstar Gemini, Inc.	Mail: P.O. Box 784613, Philadelphia, PA. 19178-4613 Courier: Wells Fargo Bank N.A. Landstar Gemini, Inc. 101 N. Independence Mall East Lockbox 54613 Philadelphia, PA. 19106-4613
Landstar Global Logistics, Inc.	Mail: P.O. Box 784302, Philadelphia, PA. 19178-4302 Courier: Wells Fargo Bank, N.A. Landstar Global Logistics, Inc. 101 N. Independence Mall Lockbox 54302 Philadelphia, PA 19106- 4302
Landstar Inway, Inc.	Mail: 12793 Collections Center Drive, Chicago, IL. 60693-0127 Courier: Bank of America Lockbox Services 12793 Collection Center Drive, Chicago, IL. 60693-0127

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS**

Landstar Ligon, Inc.	Mail: Drawer CS 100733, Atlanta, GA. 30384 Courier: Bank of America Lockbox Series Landstar Ligon, Inc. 6000 Feldwood Road, Lockbox 100733, College Park, GA 30349
Landstar Ranger, Inc.	Mail: P.O. Box 784293, Philadelphia, PA. 19178- 4293 Courier: Wells Fargo Bank, N.A., Landstar Ranger, Inc. 101 N. Independence Mall, Lockbox 54293, Philadelphia, PA 19106-4293
Landstar Transportation Logistics, Inc.	Mail: P.O. Box 784293, Philadelphia, PA. 19178-4293 Courier: Wells Fargo Bank, N.A. 101 N. Independence Mall, Lockbox 54293, Philadelphia, PA 19106-4293

Carrier's freight charges not paid in full within the applicable credit period shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum interest rate allowed under applicable usury laws.

When a check for payment is returned to Carrier due to lack of sufficient funds, a charge of \$50.00 per occurrence per returned check will be assessed. This charge will be in addition to all other applicable charges.

Should Carrier retain a Third Party to collect the Carrier's freight charges, the party or parties responsible for payment of the Carrier's freight charges will be liable to Carrier for Third Party's fees in the amount of thirty-five percent (35%) of said total unpaid charges or \$200.00, whichever is greater, in addition to reasonable attorney's fees.

Should Carrier file suit to collect the freight charges, the party or parties responsible for payment of such freight charges will be liable to Carrier for court costs, reasonable attorney fees and accrued interest charges.

Any suit arising from the payment and/or collection of Carrier's freight charges shall be filed in the state of Florida with the understanding and expectation of the parties to the Bill of Lading or Waybill that such suit will be subject to the laws of the State of Florida and/or the United States of America.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

RULE 450**CONSTANT SURVEILLANCE SERVICE (CS)**

Constant Surveillance Service (CS) will be provided by the Carrier upon request of the Shipper, subject to the following:

1. DEFINITION and REQUIREMENTS - CS is a service that provides the following:
 - A. Continuous responsibility for constant surveillance and custody of Shipments in transit and includes the maintenance of a signature and tally record. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as reasonably possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
 - B. For the purposes of DOD CS, unless otherwise stated herein, when not being driven, a Vehicle must be physically attended at all times by a qualified representative of the Carrier. A Vehicle is "attended" when the person responsible for the Shipment is in the Vehicle, awake, not in a sleeper berth or is within 25 feet of the Vehicle and has the Vehicle within their constant, unobstructed view. A qualified representative is a person utilized by the Carrier or the terminal involved in handling of Shipments and who is designated by the Carrier/terminal to attend the conveyance and who is aware of the sensitivity of material moving under DOD CS, and who is knowledgeable of the safety, security and emergency procedures that must be followed; and who is authorized and has the means and capability to move the transportation conveyance.
 - C. For brief stops enroute, ensure that the Vehicle or Shipment is attended.
 - D. When circumstances require lengthy stops enroute, Carrier will ensure that the Vehicle is parked only at a Carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a Vehicle is parked in a Carrier terminal or at a state or local safe haven, a qualified Carrier or terminal representative must keep the Shipment in full view and stay within 25 feet of the Vehicle or Shipment at all times, or the Shipment must be secured in an adequately lighted area that is surrounded by at least a 6 foot chain link fence and is continuously patrolled by a representative of the Carrier or terminal and is under the general observation of a qualified Carrier or terminal representative at all times. As an alternative, a Shipment may be placed in a security cage.
 - E. The Trailer or conveyance containing the material upon which CS is requested must always be connected with the Power Unit (Tractor) during Shipment except when stopped at a customer activity for loading/unloading; at a Carrier terminal for servicing; at a Carrier designated point where the Driver maintains continuous surveillance over the Shipment while disconnected; at a state or local safe haven location, which meets the terminal security standards of paragraph 1 (D); or, in emergencies, at a DOD safe haven or refuge location.
 - F. For CS Shipments exceeding 150 miles. Extra Driver (Rule 558) shall be required.
 - G. The maintenance of a Signature and Tally record (or similar chain of custody document) by the Carrier is an integral part of DDPS. Both the Shipper and Carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on any Shipment for which DDPS is requested and provided. NOTE: Both Drivers are required to sign the Signature and Tally Record when they assume initial responsibility for the Shipment.
 - H. Carrier must be able to trace a Shipment in less than one hour.
 - I. Carrier or its Agent will notify the Consignee by telephone if Shipment cannot reach Consignee within 24 hours of the agreed upon desired delivery date.
 - J. Driver ID Requirements - Carrier shall require Drivers utilized to handle sensitive Shipments requiring CS to carry a valid driver's license, a medical qualification card, a Transportation Worker Identification Credential ("TWIC®") or similar "Real ID Act" complaint identity validation document, one of which must contain the Driver's photograph.
 - K. Single line-haul required.
 - L. No trip-lease.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

2. ANNOTATION - When CS is required for a Shipment, the Shipper shall notify the Carrier in advance of the requirement, and annotate on the Bill of Lading: "Constant Surveillance Service Requested."
3. CHARGES - In addition to all rates and charges for transportation, the charge for CS service shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.

RULE 460**CONTROL AND EXCLUSIVE USE**

Except as otherwise provided herein, no Shipment is entitled to the exclusive use of a Vehicle.

When the Shipper, Consignee or Third Party requests a Vehicle be devoted exclusively to a Shipment, such request must be made in writing to Carrier prior to Shipment tender and such request must also be placed on the Bill of Lading. If, subject to Equipment availability, Carrier is able to provide exclusive use of Vehicle, Carrier will so advise the party making such request for exclusive use of a Vehicle.

The Vehicle will then be devoted exclusively to the transportation of the Shipment.

Charges for exclusive use shall be negotiated between the Carrier and party requesting exclusive use of Vehicle service and confirmed in writing.

The party making the exclusive use request must guarantee payment of freight charges for exclusive use of Vehicle and the non-recourse provision (formerly referred to as Section 7) of the Bill of Lading may not be executed. In the event the non-recourse provision is inadvertently executed, such endorsement will be null and void.

RULE 470**CURRENCY, COLLECTION OF CHARGES**

Except as may be otherwise specifically provided within a contract, pricing schedule/tariff or this Rules Tariff, all rates, charges and financial amounts are stated in currency of the United States of America.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

RULE 480**CUSTOMS OR IN-BOND FREIGHT**

1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$100.00 per Shipment plus advancing charges as shown in Rule 300. Such charges shall be in addition to all other applicable charges. On Shipments requiring the use of more than one Trailer, each Trailer shall be considered as a separate Shipment for the purpose of applying the provisions of this rule.
2. Line haul charges on Shipments requiring U.S. Customs clearance at a point other than the final Destination will be assessed on the basis of rates and charges applicable from the point of Origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final Destination, except no beyond line haul charges will apply when the final Destination is located within the terminal area of the point of U.S. Customs clearance.
3. Freight moving In-Bond may not be included in the same Shipment on the same Bill of Lading and shipping order with freight not moving In-Bond.
4. Shipments moving under Customs Bond will not be afforded stopping in transit or split pickup or split delivery privileges.
5. Detention charges if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with Shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a Shipment is available for Customs Inspection will constitute tender of Shipment for delivery.
6. Each In-Bond Shipment must be transported on U.S. Customs Form ("CF") 7512, or its electronic equivalent, in compliance with provisions set forth at 19 U.S.C. 1552, U.S.C. 1553 and 19 CFR 18. Each CF 7512 issued for movement of goods will be considered a separate Shipment, and must be accompanied by one Bill of Lading and shipping order.
7. Shipments tendered in a Vehicle sealed by or at the instruction of the Shipper or Consignee, or as required by competent authority will be considered as fully loaded or loaded to capacity and subject to the provisions of Rule 390 of this Rules Tariff. On Shipments cleared in route by Customs, and when movement beyond such clearance does not require a seal, normal rates and charges shall apply to the ultimate Destination.
8. Shipments moving from the United States under TIR Carnet are subject to a charge of \$35.00 which will be in addition to all other lawfully applicable rates and charges including In-Bond charges.
9. When Carrier is required to pick up shipping documents or Customs Release Forms from forwarder or Customs Broker for validation prior to pickup of a Shipment, a charge of \$10.00 per shipment will apply, subject to a maximum charge of \$50.00 for each pickup of such shipping documents or Customs Release Forms.
10. When Carrier is required to unload and re-load freight due to random Customs inspections, Carrier will assess all fees incurred in addition to all other applicable charges plus advancing charges as shown in Rule 300.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

RULE 482**DEADHEAD MILES**

When a particular type of Equipment is required to transport a Shipment legally and the Equipment is not available within a 50 mile radius of the shipping origin point, the Equipment will be deadheaded to the point of pickup. This deadhead must be authorized in writing by the Shipper either on freight bill, Bill of Lading or letter.

The Carrier will assess a deadhead charge of 125 cents per mile for mileages over 50 miles, subject to a minimum charge of \$175.00 for each deadheaded piece of Equipment. Mileages will be determined in accordance with the provisions set forth in Rule 510.

RULE 483**DEDUCTIONS**

No deductions from Carrier freight charges will be allowed in payment of any claim. If a deduction is erroneously taken and Carrier is required to issue a balance due bill to obtain payments of all lawful charges, an additional processing fee of \$25.00 will be added to the balance due billing.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS

RULE 500**DETENTION OF VEHICLES WITH POWER UNITS**

1. Except as otherwise provided herein, the following Rule applies to all Shipments and only when Vehicles are delayed at the place or places of pickup, delivery or enroute and only when such delay is attributable to the Shipper, Consignee, others designated by them, or by governmental authority.
2. Nothing contained herein shall require the Carrier to assess charges when the delay or Detention of Vehicles is in the best interest of the Carrier.
3. **FREE TIME** - Shipments will be allowed Free Time for the loading/unloading of Trailers as stated below. Any time in excess of the stated Free Time will be charged at the hourly rate as applicable.

Trailer Type	Free Time (Hours)	Hourly Charge	Maximum Charge (per 24-hour day)
B Unit - Cargo Van	2	\$65.00	\$450.00
C Unit - Cube Van	2	\$65.00	\$450.00
D Unit - Straight Truck	2	\$65.00	\$450.00
Van	2	\$70.00	\$450.00
Temperature Control	2	\$75.00	\$900.00 (NOTE A)
Flatbed / Step-Deck / Single Drop			
Non-Stretch	2	\$80.00	\$500.00
Stretch-*	2	\$90.00	\$550.00
Double Drop / RGN			
5 Axle - Non-Stretch	2	\$100.00	\$600.00
5 Axle - Stretch-*	2	\$115.00	\$650.00
6 Axle - Non-Stretch	2	\$100.00	\$700.00
6 Axle - Stretch-*	2	\$115.00	\$750.00
7 Axle			
Non-Stretch	2	\$125.00	\$800.00
Stretch-*	2	\$145.00	\$900.00
8 Axle			
Non-Stretch	2	\$150.00	\$1,000.00
Stretch-*	2	\$175.00	\$1,100.00
9 Axle			
Non-Stretch	3	\$175.00	\$1,500.00
Stretch-*	3	\$205.00	\$1,650.00
12 Axle / 13 Axle			
Non-Stretch	3	\$200.00	\$2,000.00
Stretch-*	3	\$240.00	\$2,200.00
Over 13 Axle			
Non-Stretch	4	\$225.00	\$2,250.00
Stretch-*	4	\$275.00	\$2,500.00

* Applicable ONLY if stretch Trailer is required.

4. When a Vehicle is both unloaded and reloaded, each transaction will be treated as independent of the other. Free Time for loading shall not begin until Free Time for unloading has expired.
5. Nothing in this Rule shall require the Carrier to pick up or deliver freight at hours other than such Carrier's normal Business Hours.
6. Shipper or Consignee may request that the Vehicle with power be removed from Shipper's or Consignee's premises. At that time, computation of any remaining Free Time will cease and the Shipment will be subject to storage charges as provided in Rule 910. When the Vehicle is returned to Shipper'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 Rule 830.

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7. Except as provided in Paragraphs 2 and 3, computation of time shall begin upon notification by the Carrier Driver to the responsible representative of the Shipper or Consignee of the arrival of the Vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the Carrier Driver of a signed Bill of Lading or receipt for delivery.
- (a) When loading or unloading is interrupted for Shipper's or Consignee's normal meal period, meal time not to exceed one hour will be excluded from computation of time.
8. A record of the following information must be maintained by the Carrier's Driver:
- (a) Name and address of Shipper, Consignee, or other party at whose location Vehicle is place for loading or unloading.
- (b) Date and time of arrival of Vehicle for loading or unloading.
- (c) Date and time loading or unloading is complete.
9. The amounts due the Carrier under the provisions of this Rule shall be assessed against the Shipper in the case of loading, and against the Consignee in the case of unloading, irrespective of whether line haul charges are prepaid or collect. In the case of Import, intercoastal or coastwise Shipments, the Consignee will be responsible for the charges and in the case of Export, intercoastal or coastwise Shipments, the Shipper will be responsible for the charges.

NOTE A - Temperature Control Equipment:

When the Carrier is unable to deliver at the estimated delivery time or the pre-determined appointment time, through no fault of the Carrier, and Carrier is required to layover and/or hold the Shipment for a subsequent delivery, Carrier will assess a Temperature Control Equipment layover charge. This charge will be in addition to applicable Detention charges. When the Temperature Control Equipment is required to remain operating either overnight and/or on Saturday, Sunday or Holiday, the layover charge for the use of the temperature control unit will be \$75.00 per hour and chargeable only during the hours of 0800 through 2359, subject to a 12 hour maximum per each 24 hour day. No Free Time is applicable in the calculation of temperature control layover charges.

RULE 501 DETENTION OF VEHICLES WITHOUT POWER UNITS (NOTE A)

This Rule applies when Carrier's Vehicles without power units (i.e. spotted Trailer) are delayed or detained on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

1. Subject to the availability of suitable Trailers, Carrier will spot empty or loaded Trailers for loading or unloading on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit.
2. Loading or unloading will be performed by Shipper, Consignee or other party designated by them. When Carrier's personnel assists in loading, unloading or checking the freight, the Detention provisions governing Vehicles with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".
3. Carrier responsibility for safeguarding a Shipment loaded into a Trailer spotted under the provisions of this Rule shall begin when loading has been completed and possession thereof is taken by the Carrier.
4. Carrier responsibility for safeguarding Shipments unloaded from Trailer spotted under the provisions of this Rule shall cease when the Trailer is spotted at or on the site designated by Consignee.
5. Free Time for each spotted Trailer will be 24 consecutive hours. After the expiration of Free Time, charges will be \$150.00 per 24 hour period or fraction thereof.
6. The Detention charges due the Carrier will be assessed against the Shipper in the case of spotting for loading and against the Consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
7. Nothing in this rule shall require a Carrier to pickup or deliver a spotted Trailer at hours other than Carrier's normal Business Hours. This shall not be construed as a restriction on Carrier's ability to pick up or deliver a spotted trailer at hours other than its normal Business Hours.

NOTE A - Provisions named herein will also apply on Shipments destined to Mexico when the loaded Trailer is interchanged with the Mexican motor carrier in lieu of unloading the Shipment from Carrier's Trailer onto the Mexican motor carrier's Trailer.

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RULE 510 MILEAGE CALCULATIONS / DISTANCES

Unless otherwise specifically provided for elsewhere in this Rules Tariff, mileage shall be calculated by determining the distance between the point of Origin and point of Destination by the shortest regularly traveled available highway routes as ascertained by the compilation of distance in the most current version of the STB HGB 100 series in effect on the date of Shipment.

The rates published in contracts, pricing schedules/tariffs referencing this Rules Tariff apply over: (1) regular United States Interstate and State paved roads and/or improved roads; and (2) regular Canadian and Provincial Highways and paved roads and/or improved roads.

1. When, for "Carrier's convenience", a shipment is transported 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.
2. When, at the request of the Shipper or Consignee, a longer route than the shortest available regularly traveled highway route is used, the actual mileage over the longer route will apply.
3. Where rates are not shown for the actual distance, the rates given for the next greater distance will apply.
4. When Shipments are subject to stop-offs for partial loading or unloading, mileage will be determined from initial Origin to final Destination through the stop-off point or points.
5. If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highway or bridges, underpasses, or other highway limitations, the mileage computed over the actual route of movement of the Shipment will apply.
6. When a Shipment moves under special permits, as required by or obtained from a Municipal, State, Provincial, or Federal Regulatory Body or Commission, which specify the route to be traveled, the mileage to be used will be the mileage via the route specified in the special permit.
7. If transportation rates, based on cents per mile, are not provided for the distance the Shipment traveled, charges shall be computed by using the next greatest miles and rates shown.
8. On cross-border Shipments originating at or destined to Canada, when rates are based on mileage, mileage shall be the total distance from the point of Origin to point of entry/exit into the United States and/or Canada, whichever the case may be; plus mileage from point of entry/exit to Destination.

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RULE 520**DUAL DRIVER PROTECTIVE SERVICE (DDPS)**

Dual Driver Protective Service (DDPS) will be provided by the Carrier upon request of the Shipper or Consignee, subject to the following definition, requirements and charges:

1. Definition and Requirements.

DDPS services provide the following:

- (a) Continuous responsibility, attendance and surveillance of a Shipment through the use of two (dual) qualified Drivers and includes the maintenance of a signature and tally record or similar chain of custody document. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering or sabotage, including, insofar as reasonably possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
- (b) For the purpose of DDPS, unless otherwise stated herein, when not being driven, a Vehicle must be physically attended by a qualified representative of the Carrier. A Vehicle is "attended" when the person responsible for the Shipment is in the Vehicle, awake, not in a sleeper berth or is within 25 feet of the Vehicle and has the Vehicle within their constant, unobstructed view. A qualified representative is a person who is utilized by the Carrier or the terminal involved in handling of a Shipment, designated by the Carrier/terminal to attend the conveyance, aware of the sensitivity of material moving under DDPS, knowledgeable of the safety, security and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.
- (c) For brief stops en route, Carrier will ensure that the Vehicle or Shipment is attended.
- (d) When circumstances require lengthy stops en route, Carrier will insure that the Vehicle is parked only at a Carrier terminal, a state or local approved safe-haven under 49 CFR, or during emergencies, in a DOD safe-haven or refuge location. When a Vehicle is parked in a Carrier terminal or at a state or local safe-haven, a qualified Carrier or terminal representative must keep the Shipment in view and stay within 25 feet of the Vehicle or Shipment at all times, or the Shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the Carrier or terminal employee at all times. As an alternative, a Shipment may be placed in a security cage (SEE NOTE A).
- (e) The maintenance of a Signature and Tally record by the Carrier is an integral part of DDPS. Both the Shipper and Carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on any Shipment for which DDPS is requested and provided. NOTE: Both Drivers are required to sign the Signature and Tally Record (DD Form 1907) or similar chain of custody document when they assume initial responsibility for the Shipment.
- (f) Single line-haul.
- (g) No trip lease authorized.
- (h) The Vehicle conveying the Shipment upon which DDPS is requested must remain connected with the power unit (tractor) except when stopped at a Department of Defense (DOD) activity/contractor for loading/unloading; at a Carrier terminal for servicing; at a Carrier-designated point where the Driver(s) maintain continuous attendance and surveillance over the Shipment while disconnected; at a state or local safe-haven location which meets the terminal security standards (d); or, in emergencies, at a DOD safe-haven or refuge location.
- (i) Driver ID requirements. Carrier shall require Drivers utilized to handle sensitive shipments requiring DDPS to carry a valid driver's license, a medical qualification card, a Transportation Worker Identification Credential (TWIC®) or similar "Real ID Act" compliant identity validation documents, one of which must contain the Driver's photograph.
- (j) The tractor moving a DDPS Shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both Drivers must be capable of using the unit to make the contact.
- (k) Carrier must be able to trace a Shipment in less than one hour.
- (l) Carrier or its Agent will notify the Consignee by telephone if Shipment cannot reach Consignee within 24 hours of the agreed upon desired delivery date.

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- (m) Drivers moving a Shipment on which DDPS is requested, will be instructed by the Carrier on how to obtain DOD safe-haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1(a) through 1(l) above.
1. Annotation:
- When DDPS is required for a Shipment, the Shipper or Consignee shall notify the Carrier in advance of the requirement, and annotate on the Bill of Lading: "Dual Driver Protective Service Requested. Signature and Tally Record (DD Form 1907) furnished to Carrier".
2. Charges:
- In addition to all rates and charges for transportation Shipments for which DDPS is provided by the Carrier at the Shipper's or Consignee's request the charge shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill Of Lading or confirmed in writing. These charges include the maintenance of a Signature and Tally Record, furnishing of dual Drivers, providing CB or working communications unit in the tractor, and all other provisions/requirements shown in paragraphs 1.a. through 1.m. above. Carrier cannot apply exclusive use charges unless exclusive use is requested on the Bill of Lading by the Shipper.
3. Mileage:
- Mileage to be determined in accordance with the provisions set forth in Rule 510.

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RULE 521**SATELLITE MOTOR SURVEILLANCE SERVICE (SM OR SNS)****1. DEFINITIONS.**

- A. Satellite Motor Surveillance Service (SM or SNS) is a service used in the commercial truck movement of certain Shipper-selected material. The purpose of the service is to provide the Shipper or Consignee with truck location reports, in transit truck status changes and emergency situation notification.
- B. A SM or SNS vendor is a commercial company utilized by the Carrier to assist in providing SM or SNS service to Shipper, utilizing any technical means that meets the requirements set forth in this Rule. Additionally, the service offered by the SM or SNS vendor must be approved by the Federal Communications Commission (FCC).

2. SHIPPER REQUIREMENTS.

- A. When SM or SNS is required, the Shipper or Consignee shall notify the Carrier in advance (48 hours or more if possible) and annotate the Bill of Lading as follows:
- B. "Satellite Motor Surveillance Service (SM or SNS) requested. In the event of SM or SNS system failure, Driver will immediately notify his/her dispatcher. Driver will subsequently provide DTTS a telephonic location/status report every four (4) hours, with a final telephonic report upon delivery at Destination."

3. CARRIER CHARGES.

In addition to all other charges for transportation, Shipments on which SM or SNS is provided shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.

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RULE 530**EXPEDITED OR PREMIUM SERVICES (NOTE A)**

When "Expedited" or "Premium Service" is provided by the Carrier at the request of the Shipper or Consignee, the following provisions will apply:

1. Charges will apply to each Vehicle used to transport the Shipment.
2. The request and negotiated rate must be given in writing or placed on the Bill of Lading and Carrier's freight bill.
3. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the Bill of Lading may not be executed.
4. Expedited" or "Premium Service" charges on a Shipment shall be negotiated between the Carrier and the party requesting the services at the time of Shipment and noted on the Bill of Lading or confirmed in writing.

NOTE A - The term "Expedited" or "Premium Service" as used herein means that immediate dispatch of the appropriate Equipment, Vehicle or Trailer will be made and pick-up and delivery will be accelerated and that Shipment will be handled with other than normal dispatch.

RULE 551

**PROTECTIVE SERVICE -
SECURITY ESCORT VEHICLE SERVICE (SEV)**

DEFINITIONS:

Security Escort Vehicle Service (SEV) is defined as a service designed to maintain discreet constant and specific surveillance of the Vehicle(s) transporting sensitive cargo and to provide emergency assistance when required, primarily by contacting appropriate state or local law enforcement agencies.

REQUIREMENTS:

SEV will be provided by the Carrier upon request of the Shipper or Consignee, subject to the following requirements and charges:

1. Carrier will provide an Escort vehicle by means of an inconspicuous, unmarked automobile or van or a Vehicle such as a Tractor, Tractor-Trailer (flatbed or van) combination or straight bed truck with two unarmed licensed Drivers in the Vehicle, to maintain constant and specific surveillance of the Vehicle(s) for which the service is requested. Under no circumstances will the Escort vehicle be under load while in Escort service, i.e., the Trailer or Truck must be empty and doors sealed by the originating Shipper and verified by the Consignee. Where SEV accompanies a movement which requires Protective Security Service, the Drivers will be cleared for SECRET (interim or final) under the DOD Industrial Security Program, per DOD 5220.22-m. Constant and specific surveillance of the Vehicle(s) is defined as occupying a position behind the Vehicle while maintaining a continuous view of that same Vehicle(s). During en route stops, at least one of the Escort vehicle Drivers must remain in the Escort vehicle or must be within approximately 25 feet of such Vehicle and maintain a constant, unobstructed view of the Vehicle(s).
2. In an on-road emergency, where feasible, the Escort vehicle Driver may be used to move the freight or Trailers as authorized by state or local law enforcement or rescue service official, a DOD transportation officer, or SDDC official.
3. The Carrier will instruct Drivers of the Escort vehicle to remain clear of a Vehicle(s) should it come under attack. In such instances an Escort Driver will immediately contact the nearest state or local law enforcement agency, and record details about the attack. In the event of an accident, breakdown, natural disaster or civil disturbance involving or affecting either the Escort vehicle or the Vehicle, an Escort Driver will contact the nearest state or local law enforcement agency for emergency assistance or as appropriate, escort the Vehicle(s) to a DOD refuge/safe-haven.
4. The Escort vehicle must contain a working citizens band radio or mobile communications unit capable of obtaining emergency assistance and assuring two-way communication between the Vehicle(s) and the Escort vehicle. Two-way communication will be kept to a minimum. The Drivers of the Escort vehicle will neither discuss the nature of the Shipment(s) nor reveal its Origin and Destination. Both Escort vehicle Drivers must be trained in the operation and the use of the mobile communications unit or citizens band radio, and be responsible for its proper maintenance and serviceability throughout the movement.

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5. The Carrier will require that Drivers utilized to escort a Shipment of sensitive DOD cargo carry a valid state driver's license, a medical qualification card, a Transportation Worker Identification Credential ("TWIC®") or similar "Real ID Act" compliant identity validation document, one of which must contain the Driver's photograph. Additionally, Carrier will issue all of its SEV cleared Drivers a consecutively numbered identification card in accordance with Paragraph 8, DOD 5220.2-M (Industrial Security Manual) and Paragraphs 11a (10) of DOD 5220.22-C (Carrier Supplement to Industrial Security Manual). Driver's affiliation with the Carrier and DOD security clearance will be verified by the originating Shipper.

ANNOTATION:

Provisions apply only when the Bill of Lading is annotated: "Security Escort Vehicle Service Requested".

CHARGES:

In addition to all rates and charges for transportation, any shipment for which Security Escort Vehicle Service is provided by Carrier at Shipper's or Consignee's request, Carrier will provide an Escort vehicle and two Drivers. Charges shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing, which will apply from point of Origin to point of Destination.

If the Vehicle(s) requiring the Escort service requires permits from state or local authorities that dictate routes of movement, then mileage charges for the Escort service will be computed over the required permit routes between point of Origin and point of Destination. All mileage will be the short route mileage determined from the governing mileage guide.

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RULE 555 **ESTIMATED CHARGES (NOTE A)**

When requested, Carrier will furnish, either orally or in writing, an estimate of transportation charges applicable for a particular Shipment. Such estimate will be given on the basis of those facts concerning such Shipment which are made known to Carrier. Estimates of transportation charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of transportation charges which are not binding.

All transportation charges on a Shipment will be assessed on the basis of the classification, rules and/or contract, pricing schedule/tariff provisions lawfully in effect at time of Shipment as applied to the commodity shipped and the transportation and related services performed in connection therewith. Charges that are incidental to the transportation of freight (NOTE A) will be absorbed by the party responsible for payment of the freight charges. This cost will be added to the freight bill.

NOTE A - Examples of incidental charges include, but are not limited to, permits, fines, forklift, In-Bond, pier fees, storage charges, transfer charges, etc.

RULE 558 **EXTRA DRIVERS / TEAM SERVICE**

When Shipper or Consignee requests an extra Driver be furnished, and an extra Driver is available, Carrier will furnish an extra Driver subject to the following.

Freight charges on a Shipment subject to this Rule shall be assessed on the basis of the applicable rate at actual weight or the applicable volume or truckload minimum weight, whichever is greater. In addition, a charge of forty (40) cents per loaded mile subject to a minimum charge of \$300.00 will be assessed for each extra Driver. The request for an extra Driver must be shown on the Bill of Lading or shipping instructions.

RULE 560 **FREIGHT FORWARDER**

In the event any Carrier entity registered as a freight forwarder with the Federal Highway Administration operates as a U.S. domestic surface (ground) freight forwarder, as that term is defined at 49 U.S.C. 13102 (8), such freight forwarder transportation operations will be deemed to be the same as that of a motor carrier and subject to all of the Rules of this LAND 100-A. The term domestic surface (ground) freight forwarder in this Rule does not include air freight forwarding or ocean freight forwarding.

RULE 565 **DISPOSITION OF FRACTIONS**

In computing charges, fractions of less than one-half cent will be dropped and fractions of one-half cent or greater will be increased to the next whole cent.

RULE 570 **IMPRACTICABLE OPERATIONS**

1. Nothing in this Rules Tariff shall require the Carrier to perform pickup or delivery service at any location from or to which it is impracticable to operate Vehicle because of:
 - A. The condition of roads, streets, driveways, alleys, or approaches thereto; Inadequate loading or unloading facilities;
 - B. Riots, acts of God, extreme weather events, fires, floods, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.
2. When a request by Shipper, Consignee, or owner of the Shipment requires that Carrier's Equipment leave improved streets or highways for the purpose of loading or unloading by Shipper, Consignee, or owner of the Shipment, and Carrier agrees to perform such service, any damage done to Carrier's Equipment resulting from such loading, unloading, towing, pushing or winching shall be at the expense of the Shipper, Consignee or owner of the Shipment, whichever made the request.

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3. On any Shipment picked up or delivered at places NOT located on improved highways or streets, Carrier will NOT be responsible for damages arising from such services. Carrier will NOT be responsible for damage to ground surface, building or vegetation or other property.

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RULE 575**LIGHT OR BULKY FREIGHT**

When Carrier publishes rates based on cubic feet, density or lineal loading space, Carrier reserves the right to determine such cubic feet, density or lineal loading space of the Trailer or Truck for billing purposes. Carrier will notate the freight bill or other accompanying documents with the loading space used for each Shipment.

When one or more articles constituting a Shipment or part of a Shipment requires in excess of 20 "lineal feet" for loading on a Vehicle, the freight charges will be computed on the basis of one (1) pound per lineal foot, or actual weight, if greater, at the applicable rate.

EXAMPLE - A Shipment weighing 11,000 pounds which requires 22 lineal feet will be computed as follows: 22 X
 1.00 pounds = 22,000 pounds

The minimum weight will be 22,000 pounds for this Shipment.

RULE 577**LOADING AND UNLOADING OF FREIGHT**

1. Rates published in contracts or pricing schedules/tariffs governed hereby do not include the loading or unloading of freight (See NOTES A, B and C).
2. Except as provided below, Shipments must be loaded into the Vehicle by Shipper and shall be deemed tendered as "SHIPPER LOAD AND COUNT" whether or not such notation was entered onto the Bill of Lading or Waybill.
3. Shipments must be unloaded from the Vehicle by Consignee, or Third Party designated to receive freight, except as otherwise provided.
4. In the event the Carrier is asked to perform loading service at the request of Shipper, or when Shipper fails to comply with Paragraph 2 above, the Carrier, subject to availability of labor and time, will load the freight for an additional charge of twenty-five (25) cents per hundred weight and subject to a minimum charge of \$80.00, which shall be in addition to all other lawful charges assessed against the Shipment and the Shipper shall be responsible for the payment of such charge.
5. In the event the Carrier, upon request of the Shipper, Consignee, or a third party, is asked to perform unloading service, the Carrier, subject to the availability of labor and time, will unload the freight for an additional charge of twenty-five (25) cents per hundred weight and subject to a minimum charge of \$80.00 which shall be in addition to all other lawful charges assessed against the Shipment and the Shipper shall be responsible for the payment of such charge.
6. When Carrier is required to utilize and pay a third party (lumper) to load and/or unload freight on or off of Carrier's Vehicle, the party responsible for payment of freight charges will be responsible for the actual cost of the lumper charge plus an administrative charge as shown in RULE 300.

NOTE A – The term **LOADING**, as used in this Rule, means the physical movement of the freight into the Vehicle from a platform, dock, doorway or other such location directly accessible to the Vehicle and immediately adjacent thereto.

NOTE B – The term **UNLOADING**, as used in this Rule, means the physical movement of freight from the Vehicle to a platform, dock, doorway, or other such location directly accessible to the Vehicle and immediately adjacent thereto.

NOTE C – Provisions named herein apply only in the absence of an identical rule as published in an individual contract or pricing schedule/tariff of Carrier governed by this Rules Tariff. Provisions set forth in that contract or pricing schedule/tariff will control and take precedence over those found in this Tariff.

RULE 579**PORT CHARGES**

1. Rates and charges do not include tolls, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses. Such charges will accrue and are due from the party responsible for payment of freight charges plus advancing charges as shown in Rule 300.
2. Pickup or delivery service for any Shipment at U.S. coastal ports or for an international Shipment at piers, wharves or ports will be subject to an additional charge of \$8.27 per cwt subject to a minimum charge of \$37.00 and maximum charge of \$782.00 per Shipment.
3. Any Import/Export Shipment which requires Carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of \$118.00 per shipment.

LANDSTAR TRANSPORTATION LOGISTICS, INC.
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RULE 590**GUARANTEE OF SERVICE****APPLICABLE ONLY FOR SHIPMENTS TENDERED TO LANDSTAR EXPRESS AMERICA, INC.**

In the event a Shipper, Consignee or third party has an emergency shipment that must be delivered on a specific date at a particular time ("Guaranteed Service"), Landstar Express America, Inc. ("Express America") agrees to perform such service subject to the following terms and conditions:

- a. Express America reserves the right to reject any Guaranteed Service request if Express America determines that the requested Guaranteed Service cannot be accomplished or in the event there is no Express America Vehicles available to perform the Guaranteed Service.
- b. If Express America accepts a shipment for which Guaranteed Service is requested, the rates and charges for such shipment shall be reduced to writing and signed by Express America and the party requesting Guaranteed Service.
- c. The party requesting Guaranteed Service shall be responsible for payment of the freight charges for Guaranteed Service.
- d. Guaranteed Service is available only for shipments moving between points in the contiguous United States and between points in the contiguous United States and points in Canada.
- e. Express America shall not be liable for failure to adhere to a Guaranteed Service schedule when such failure is caused by an act of God, the public enemy, war conditions, governmental interference, regulations or actions, embargoes, fires, floods, labor disorders, closing of the public highway or any other cause beyond the control of Express America and without Express America's fault or negligence.
- f. Shipments delivered within two hours or less of the scheduled delivery time shall be considered as having been delivered on time for purposes of Guaranteed Service.
- g. If a Guaranteed Service shipment is tendered for delivery more than two (2) hours but less than four (4) hours following the scheduled delivery time, an amount equal to 25% of the applicable line haul freight charges, not to include any accessorial charges, will be refunded provided that the party requesting Guaranteed Service requests a refund by contacting Express America in writing within fifteen (15) days from the date of delivery of such shipment.
- h. If a Guaranteed Service shipment is tendered for delivery more than four (4) hours following the scheduled delivery time, an amount equal to 50% of the applicable line haul freight charges, not to include any accessorial charges, will be refunded providing that the party requesting Guaranteed Service requests a refund by contacting Express America in writing within fifteen (15) days from the date of delivery of such shipment.
- i. In no event shall Express America be liable for any special, incidental, indirect or consequential damages including, but not limited to, loss of profits or income, whether or not Express America had knowledge that such damages might be incurred.

RULE 645**STRAIGHT OR MIXED SHIPMENTS**

When a number of different articles are shipped at one time by one Shipper to one Consignee at one Destination on one Bill of Lading as a mixed Shipment, the charges on the Shipment will be determined as follows:

With respect to any Shipment containing articles which are subject to different rates and minimum weights, the highest rate applicable will apply to the entire Shipment.

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RULE 660

ORDER NOTIFY SHIPMENTS

Landstar Transportation Logistics, Inc. will not accept any Shipment moving under an Order Notify Bill of Lading.

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RULE 670 OVER-DIMENSION AND/OR OVER OR EXCESS WEIGHT FREIGHT

(NOTES 1, 2 and 3)

1. Truckload Shipments exceeding one or more of the following dimensions will be subject to additional charges per TABLE A.
 - Overall length greater than 70 feet, 0 inches.
 - Overall height greater than 13 feet, 6 inches.
 - Width greater than 8 feet, 6 inches
 - Or any combination thereof.

2. Except as otherwise provided, such Shipments as are accepted for transportation will be subject to freight charges calculated on a minimum weight of 40,000 pounds or actual weight, whichever is greater, per Vehicle plus the penalties shown below where applicable, in addition to all other rates and charges accruing on such Shipments as established by this Carrier.

3. When the Vehicle contains more than one type of oversize cargo (over length, over width or over height), the dimension providing the highest charge applicable thereto shall apply.

TABLE A

ARTICLE SIZE IN FEET AND INCHES		WIDTH		HEIGHT		LENGTH			
		CHARGE CENTS	MINIMUM CHARGE	CHARGE CENTS	MINIMUM CHARGE	COMBINATION TRUCK, TRAILER		CHARGE CENTS	MINIMUM CHARGE
						PER MILE	IN DOLLARS		
OVER	NOT OVER	PER MILE	IN DOLLARS	PER MILE	IN DOLLARS	OVER	NOT OVER	PER MILE	IN DOLLARS
8' 6"	9'	40	\$175			70'	80'	30	\$175
9'	10'	45	\$200			80'	85'	50	\$200
10'	11'	50	\$225			85'	90'	70	\$225
11'	12'	65	\$250			90'	95'	90	\$250
12'	12' 6"	80	\$275			95'	100'	110	\$300
12' 6"	13'	110	\$300			100'	105'	135	\$400
13'	13' 6"	130	\$325			105'	110'	170	\$400
13' 6"	14'	155	\$375	75	\$250	110'	115'	205	\$400
14'	14' 6"	180	\$500	100	\$300	115'	120'	230	\$500
14' 6"	15'	210	\$600	150	\$400	120'	130'	275	\$600
15'	15' 6"	240	\$700	200	\$600	130'	140'	325	\$700
15' 6"	16'	280	\$800	300	\$800	140'	150'	375	\$800
16'	16' 6"	325	\$900	400	\$1,100	150'	160'	425	\$950
16' 6"	17'	400	\$1,100	500	\$1,500	160'	170'	575	\$1,500
17'	17' 6"	500	\$1,300	600	\$2,000	170'	180'	750	\$2,000
17' 6"	18'	600	\$1,500	700	\$2,500	180'	190'	1000	\$2,500
18'	and Over	800 (NOTE A)	\$2,000	1000 (NOTE B)	\$3,500	190'		1300 (NOTE C)	\$3,000

*Height from ground after loaded.

NOTE A - Shipments in excess of 18' wide will be subject to an additional charge of 200 cents per foot (or fraction thereof).

NOTE B – Shipments in excess of 18' high will be subject to an additional charge of 300 cents per foot (or fraction thereof) on that portion over 18' high. The minimum charge will increase by \$1,000.00 per foot on the portion over 18' high.

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NOTE C – Shipments in excess of 190' long will be subject to an additional charge of 300 cents per 10 foot increment (or fraction thereof) on that portion over 190' long. The minimum charge will increase by \$500.00 per 10 foot increment on the portion over 190' long.

4. **PILOT CAR ESCORTS and FLAGMEN** – When one or more Escort vehicles or Flagmen are requested or required by Federal, State or Municipal authorities to accompany any permit load, charges will be assessed as follows:

When Carrier is requested or required to pay an Escort or Flagman to accompany Vehicles transporting a Shipment or a portion of a shipment, these charges will be advanced by Carrier. When such charges are advanced by Carrier, the actual total cost plus advancing charges as shown in Rule 300 per Shipment or a portion of a Shipment shall be assessed in addition to all other charges.

When it is necessary for a Flagman or Escort vehicle Driver(s) to remain with the Shipment overnight away from terminal or point assigned to such Shipment, a per diem charge of \$75.00 for each night spent away for each person(s) will be assessed until finally released at terminal or at point of assignment.

5. **POLICE ESCORTS** – When police escort(s) is required by Federal, State or Municipal authorities to accompany any permit load, charges will be assessed as follows:

When Carrier is requested or required to pay police escort(s) to accompany Vehicles transporting a Shipment or a portion of a Shipment, these charges will be advanced by Carrier. When such charges are advanced by Carrier, the actual total cost plus advancing charges as shown in Rule 300 per Shipment shall be assessed in addition to all other charges.

6. **ROUTE SURVEYS** – When route surveys are requested or required by Federal, State or Municipal authorities to ensure routes are clear and can accommodate the size or weight of a Shipment, Carrier will arrange services and will invoice the party responsible for the transportation charges the actual cost plus advancing charges as shown in Rule 300 per route survey completed.

7. **TOLLS or FEES** – When, because of no other accessible route or upon request of the Shipper and/or Consignee or if required by Federal, State or Municipal regulations or laws, the Shipment is transported on or over ferries, toll bridges, roads and/or tunnels, any fees or charges in connection therewith will be in addition to the transportation and other charges accruing with respect to such Shipment as established by Carrier and provided in applicable contracts, pricing schedules/tariffs lawfully in effect, including, but not limited to, the advancing charges shown in Rule 300. Also, when an additional fee for excess weight is assessed, such additional amount will be added to the charges shown for procuring permits and advanced to the Shipper or Consignee for payment.

8. **PERMIT CHARGES** – When Carrier is required to obtain permits in connection with the movement of articles as described in paragraph 1 or for over or excess weight freight, the charge for each permit for each city, state or province traversed shall be the actual cost of each permit plus advancing charges as shown in Rule 300 per Shipment.

NOTE 1 – When a Shipment contains more than one type of over dimension freight (i.e., over height, over width or over length), the Shipment will be charged on the basis of the over height, over width or over length (not a combination thereof) which results in the greatest charge.

NOTE 2 – The permit charge assessed shall be the aggregate of charges shown in connection with each state from, to and through which the Shipment moves. If by reason of state regulations, or Carrier operating authority, movement is through a greater number of states than would be necessary over a shorter route, charges applicable through the greater number of states will apply.

NOTE 3 – Mileage to be determined in accordance with the provisions set forth in Rule 510.

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RULE 710**PALLET ALLOWANCE**

1. When freight subject to truckload ratings is prepared for shipment in conformity with packing requirements and, in addition, is loaded on pallets, platforms, racks, shipping NOI or skids, with or without standing ends or sides, but without tops, no charge will be made for the transportation of the pallets, platforms, racks, shipping NOI or skids, provided the Shipper specifies the gross weight of the Shipment and the actual weight of pallets, platforms, racks, shipping NOI or skids separately on the shipping order and Bill of Lading at time of Shipment tender.
2. When material not a part of the pallets, platforms, racks, shipping NOI or skids is used to protect top of lading, or to secure the load to the pallet, platform, rack, shipping NOI or skid, allowance will be made for the weight of the pallet, platform, rack, shipping NOI or skid, but not for the weight of such material.
3. In no case, after deducting the weight of the pallets, platforms, racks, shipping NOI or skids, shall the weight on which charges are based be less than prescribed truckload minimum weight.

NOTE A - The total weight of the pallets, platforms, racks, shipping NOI or skids transported without charge must not exceed five (5) percent of the weight of the freight loaded on pallets, platforms, racks, shipping NOI or skids subject to a maximum weight of 1,000 pounds per Shipment.

NOTE B - The weight of the pallets, platforms, racks, shipping NOI or skids in excess of the amount transported without charge (see NOTE A above) will be charged for as follows:

- (a) On straight Shipments, at the rate applicable to the article being transported thereon.
- (b) On mixed Shipments, at the rate applicable to the palletized article which constitutes the greatest portions of the total actual weight of all palletized articles. When no one palletized article constitutes the greatest portion of the actual weight of the palletized articles because two or more palletized articles are of equal weight, the rate will be that applicable to the lowest rated of such palletized articles.

NOTE C - Provisions named herein apply only in the absence of an identical rule as published in an applicable contract or an individual pricing schedule/tariff of Carrier governed by this Rule Tariff contract. Provisions set forth in that contract or pricing schedule/tariff will control and take precedence over those found in this Rules 710.

NOTE D - Provisions named herein are not applicable to shipping racks containing auto parts.

RULE 712**PALLET EXCHANGE**

Unless otherwise provided in Carriers' applicable contract or pricing schedules/tariffs, pallet exchange Shipments will not be accepted for transportation.

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RULE 715

**ACCEPTANCE OF SHIPMENTS ON
PARTIALLY PREPAID OR COLLECT BASIS**

Except as otherwise provided herein, Shipments moving on the rates provided for in applicable contracts or pricing schedules/tariffs governed by this Rules Tariff, will not be accepted on a partially prepaid or partially collect basis. All Shipments must be fully prepaid or fully collect.

RULE 740

PERMITS SPECIAL

When Federal or State Laws or Regulations require the securing of special permits prior to or during the transportation of Shipments, the following will govern:

When special permits are required (i.e. axle taxes, heavy use taxes, additional fuel taxes, etc.), the securing of such permits shall be at the expense of the Shipper or Consignee. The cost of the permit will be charged at actual cost plus advancing charges as shown in Rule 300.

RULE 742

PERMITS SPECIAL

(OREGON RADIOACTIVE MATERIALS TRANSPORT PERMIT)

When State Regulations require motor carriers to obtain the Oregon Radioactive Materials Transport Permit prior to the transportation of radioactive materials in the state, Carrier will secure permit at the expense of the Shipper or Consignee. The cost of the permit will be charged at actual cost plus advancing charges as shown in Rule 300.

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RULE 750**PICKUP AND DELIVERY SERVICE**

Except as otherwise provided, contracts and pricing schedules/tariffs governed by this Rules Tariff include one pick-up and one delivery of a Shipment within the limits of the cities, towns, villages and other points from, to and between which the rates apply.

The term "pick-up" as used in this Rules Tariff schedule refers to the service performed by the Carrier in calling for and positioning of a Vehicle for loading of freight on the Vehicle from a platform, doorway or shipping room directly accessible to the Vehicle at a warehouse, factory, store or place of business, (NOTE A)

The term "delivery" as used in this Rules Tariff refers to the service performed by the Carrier in positioning of Vehicle for unloading of freight from the Vehicle to a platform, doorway, or receiving room directly accessible to the Vehicle at a warehouse, factory, store or place of business. (NOTE A)

Nothing in this Rules Tariff shall be construed to require Carrier to pick-up or deliver freight at points where condition of public or private alleys, highways or streets render impractical the operations of Vehicles.

1. CHARGES FOR WEEKENDS AND HOLIDAYS

- a. When Shipper, Consignee or Third Party requires Carrier to pick up or deliver freight on Saturdays, Sundays or Holidays, such service will be subject to a charge of 75 cents per 100 pounds at actual weight, minimum charge of \$165.00 per Vehicle used. Such charge shall be in addition to all other applicable charges.
- b.
 - 1) The provisions of this Rule shall not be constructed as obligating the Carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
 - 2) Charges must be either paid by the party requesting the service, or guaranteed to the satisfaction of the Carrier before pick-up or delivery will be made.
 - 3) Holidays, as referenced in this Rule will be defined as the following:

a. New Year's Day	Labor Day
b. Memorial Day	Thanksgiving Day
c. Independence Day	Christmas Day

2. DELIVERY AT POSITIONS NOT IMMEDIATELY ADJACENT TO TRUCK

- a. When requested by the Shipper, Consignee or Third Party, the Carrier may move a shipment or portion of a shipment to positions beyond the immediately adjacent unloading position located on the ground floor, or, on a Shipment delivered to apartment houses, private residences, private homes, country clubs, farms, estates, golf courses or camps (other than military).
- b. The charge for service as described above in Paragraph 2 above will be as follows:
 - i. Trade Shows - \$250.00 (plus eight (8) hours of Detention)
 - ii. New York City - \$200.0 Per Shipment
 - iii. All Other Points - 100.00 per Shipment

3. PICK-UP AND/OR DELIVERY SERVICES AT UNIMPROVED LOCATIONS

When Carrier is requested to perform pick up or delivery services at unimproved locations such as construction sites and electrical power line or wind tower jobsites and Carrier agrees to perform such pick up or delivery services, the charge for such service will be \$125.00 per Shipment. See Rule 570 for additional provisions.

NOTE A - Rates in contracts, pricing schedules/tariffs governed by this Rules Tariff do not include loading and unloading service by Carrier (except as otherwise provided), nor does it include packing, unpacking, erecting, dismantling, inspection of property or other similar services.

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RULE 765**PRECEDENCE OF RATES (NOTES A and B)**

1. The establishment of a rate which specifically names the Shipper and/or Consignee or is restricted to apply to a particular customer number, removes the application of any other equally effective rate published to apply from and to the same point on the same commodity.
2. The establishment of a specific plant site point to point commodity rate removes the application of a point to point commodity rate.
3. In determining the application of a rate, the order of precedence is listed as follows:

(a) 5-digit Zip Code to 5-digit Zip Code	(n) Zone to 5-digit Zip Code
(b) Point to 5-digit Zip Code	(o) Zone to Point
(c) Point to Point	(p) Zone to County
(d) Point to County	(q) Zone to 3-digit Zip Code Prefix
(e) Point to 3-digit Zip Code Prefix	(r) Zone to Zone
(f) Point to Zone	(s) Zone to State
(g) Point to State	(t) State to 5-digit Zip Code
(h) County to 5-digit Zip Code	(u) State to Point
(i) County to Point	(v) State to County
(j) County to County	(w) State to 3-digit Zip Code Prefix
(k) County to 3-digit Zip Code Prefix	(x) State to Zone
(l) County to Zone	(y) State to State
(m) County to State	
4. The establishment of a volume commodity rate removes the application of any volume exception rate or any volume class rate.
5. The establishment of an LTL commodity rate removes the application of any LTL exception rate or LTL class rate.
6. The establishment of a volume exception rate removes the application of any volume class rate.
7. The establishment of an LTL exception rate removes the application of any LTL class rate.

NOTE A -A thru point to point rate removes the application of a point to point proportional rate and a thru mileage rate removes the application of a proportional mileage rate.

NOTE B - Rates (either class, exception or commodity) which are designated as applicable only to Import, Export, coastwise or an intercoastal Shipment, must be applied on such a Shipment to the exclusion of all other rates not so designated.

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RULE 780**PROHIBITED AND RESTRICTED ARTICLES**

Unless prior written approval has been obtained from Carrier's Risk Management Claim Services Department, the following commodities will not be accepted for transportation by Carrier:

Animal Hides	Ice Cream
Antiques	Jewelry
Asbestos	Live Insects, excepting honey bees
Bank Bills / Banknotes	Live Animals including marine life
Bulk Scrap Metal	Mechanical Drawings
Bulk Transport Commodities	Negotiable Instruments, Bonds and Securities
Carbon Black	Original Artwork
Cargo that may cause damage to other cargo, the vehicle or Carrier personnel	Passports
Cigarettes / Cigars	PCB's or materials containing PCB's
Class 6.2 Infectious substances	Pornography
Class 7 Radioactive materials, excepting UN2910, 2912, UN2913	Precious Metals
Coins	Precious Stones
Credit Cards	Safety Razor Blades
Crushed Metals (cans, automobiles, etc.)	Seafood
Currency	Swinging Meat
Deeds	Shipments prohibited by Law
Furs	Postage Stamps
Garbage	Toll Tickets
Hemp	Waste, hazardous and non-hazardous
Household Goods	

Any cargo that Carrier reasonably believes could create undue risk to persons or property or may otherwise potentially cause damage to other freight or damage to Carrier's Equipment.

With the exception of shipments originating in Mexico in which the Mexican cargo liability provisions set forth elsewhere in this Rules Tariff apply, in the event Carrier should inadvertently accept a Shipment containing Prohibited or Restricted goods which has not been approved for transportation by the Carrier's Risk Management Claim Services Department, the Carrier's liability shall be calculated on the basis of the lesser of the actual value of goods lost, damaged or destroyed or \$ 0.50 per pound.

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RULE 815

RATE CONFIRMATION / SPOT QUOTE SHEET

When an individual Shipment is tendered on a Rate Confirmation or Spot Quote Sheet, the individual Shipment shall be subject to the rate or charge contained on the Rate Confirmation or Spot Quote Sheet and will prevail over all conflicting rates and/or charges published in any other applicable contract or pricing schedule/tariff.

If the Rate Confirmation or Spot Quote Sheet is prepared by Shipper, or a third party acting on behalf of the Shipper such as a property broker, forwarder or the like, Carrier's signature on the Rate Confirmation or Rate Quote Sheet only evidences Carrier's acknowledgement and agreement to the transportation rates and charges thereon and does not constitute approval of any other provisions set forth on the Rate Confirmation or Spot Quote Sheet. Such other changes can only be approved in writing signed by an officer of the Carrier.

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RULE 820**RECONSIGNMENT AND DIVERSION OF SHIPMENTS**

A Shipment may be diverted or reconsigned subject to the following conditions and charges:

1. CONDITIONS:

- (a) Carrier will make a diligent effort to execute a request for reconsignment or diversion but will not be obligated to do so.
- (b) Reconsignment or diversion instructions must be confirmed in writing by a party authorized to do so.
- (c) All charges applicable to the Shipment must be paid or guaranteed before reconsignment or diversion can be made.
- (d) No reconsignment or diversion on an "In Bond" Shipment will be allowed.
- (e) Only the Shipper may reassign or divert a COD Shipment.
- (f) A Shipment reconsigned or diverted under the provisions of this Rule will be subject to all other rates and charges published by Carrier in contracts or pricing schedules/tariffs.
- (g) Only the entire Shipment, not parts of a Shipment, may be reconsigned.
- (h) The reconsignment point shall be that point at which the Vehicle is located at the time instructions are given to Driver to reassign or divert the Shipment.

2. CHARGES:

- (a) If reconsignment results in a change in the place of delivery: (NOTE A) Assess applicable rates from initial Origin to final Destination via the reconsignment point subject to a minimum reconsignment charge of \$200.00.
- (b) If reconsignment results in a change in the name of the Consignee only with no change in the actual location of delivery, the charge will be \$15.00 dollars per Shipment.
- (c) If reconsignment occurs prior to tender of delivery which results in a change in the name of the Consignee and/or change in the actual location of delivery (within a 5 mile radius), the charge will be \$15.00 dollars per Shipment.

NOTE A - If a flat charge rate is applicable to the final Destination, divide such flat charge by the direct mileage from initial Origin to final Destination and multiply the resultant rate per mile by the mileage from initial Origin to final Destination via the reconsignment point.

RULE 830**RE-DELIVERY (NOTE A)**

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

1. If one or more additional tenders or final delivery of the Shipment is made at Consignee's place within eight (8) hours of initial delivery, a charge of \$200.00 per Shipment will be made for each such tender and for the final delivery.
2. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the Carrier by the party or parties requesting re-delivery before the Shipment is re-delivered.
3. In the event the Shipment is reconsigned or diverted upon instructions of the Shipper or Consignee, it will be subject to the provisions of Rule 820 herein.

NOTE A - Inquiry by Carrier's employee, Driver or Agent at billed Destination (where Consignee maintains more than one receiving location), for instructions as to which receiving location Shipment will be unloaded, shall not constitute an initial tender of delivery within the meaning of this Rule.

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RULE 835**REFUSED OR UNCLAIMED FREIGHT**

If freight cannot be delivered because of the Consignee's refusal or inability to accept it, or because of an error or omission on the part of the Shipper, and through no fault of the Carrier, the Shipper or owner of the freight will be immediately notified and disposition requested.

When Carrier receives instructions to return any refused or undelivered Shipment to the Shipper, the Carrier shall return such Shipment to the Shipper at the applicable contract or pricing schedule/tariff rates calculated from the point of return to the initial Origin point of the Shipment. This charge shall be in addition to all other accrued transportation and ancillary charges.

RULE 848**CARGO LIABILITY (NOTE A)**

Except as provided in Rule 852 or Rule 780, all rates are subject to the provisions in this Rule, unless Carrier and Shipper have specifically agreed otherwise in writing. Carrier assumes no liability for loss or damage to cargo except for Shipments within the United States or Canada.

A. Shipments originating at points in the contiguous United States:

Carrier's liability for cargo loss, damage or delay of any Shipment while in the possession or control of Carrier shall be the same as that imposed on Interstate motor carriers as set forth in 49 USC 14706 and calculated at the lesser of: (1) the actual replacement cost of the cargo, other than used, lost, damaged or destroyed; (2) the cost of repair; (3) \$2.50 (\$U.S.) per pound calculated on the weight of the cargo lost, damaged or destroyed; (iv) \$1.00 (\$U.S.) per pound calculated on the weight of used (other than new) cargo lost, damaged or destroyed; (v) the released value as provided in the NMF as of its last lawful publication prior to or on the date of the Shipment; or (vi) \$100,000 (\$U.S.) per truckload Shipment, except as may otherwise be provided herein. All claims for loss, damage or delay shall be handled and processed in accordance with the regulations of the United States Department of Transportation and the Federal Highway Administration as published in and as may be amended in Title 49 of the Code of Federal Regulations. All claims for recovery as provided herein and as to each Shipment must be filed in writing with Carrier within nine (9) months of the date of delivery and in the event of non-delivery, within nine (9) months of the date in which the Shipment should have been delivered, and must include all information required by the Carrier's operating rules. Any suit brought to enforce such claim shall be brought no later than two (2) years from the date of written denial of the claim or any part of it by Carrier. In no event shall Carrier be liable for special, incidental or consequential damages regardless of its knowledge.

- 1) Shipper releases the value of the commodities shipped to the amount specified below (the "Released Value"), unless the Shipper follows all the procedures in this Rule to declare a greater value. If more than one Vehicle is required to transport a Shipment (i.e., an over flow Shipment), the Released Value shall apply to the entire Shipment.
 - a. The Released Value shall not exceed \$2.50 PER POUND, subject to a maximum of \$100,000 per truckload Shipment, except as provided in the following paragraph.
 - b. For any Shipment of commodities in other than new condition, including but not limited to used agricultural implements or parts, used automobiles or vehicle parts, used electrical equipment or parts, or used machinery or parts, the Released Value shall not exceed \$1.00 PER POUND, subject to a maximum of \$50,000 per truckload Shipment. Shipper's failure to declare a commodity as "used" shall not alter the application of the Released Value.
- 2) Where the value of a Shipment exceeds the Released Value, Shipper must (1) notify Carrier in writing of the declared value prior to loading and (2) note the declared value on the Bill of Lading in the manner prescribed by this Rule. If Shipper fails to satisfy both requirements, Carrier's liability for any Shipment shall be the lesser of actual loss or damage or Released Value.
- 3) After being notified by Shipper, Carrier reserves the right to refuse to transport any Shipment with value in excess of the Released Value if, in Carrier's sole opinion, it is unable to furnish the necessary and required safe, adequate, and suitable Equipment, or for any other reasonable reason.
- 4) If Carrier accepts a Shipment with a value in excess of the Released Value,
 - a. Shipper must provide Carrier prior to loading with written notice of the declared value of the Shipment.
 - b. Shipper must include the following language prominently and legibly on the Bill of Lading: "The agreed or declared value of the property is specifically stated by the Shipper to be not exceeding \$ _____. Carrier shall assess Shipper an additional charge which is, as of March 16, 2020, 6.51¢ per \$100 of declared value (not to exceed \$250,000), in addition to all other applicable charges.

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- c. Carrier's liability for any loss or damage to the Shipment shall not exceed the lesser of the Shipment's actual value or the Shipment's declared value (not to exceed \$250,000), unless Carrier and Shipper have agreed in writing to some other value prior to loading.
- 5) Both the Released Value and the Declared Value shall be deemed to relate to the gross weight of each separate package or to the weight of each loose article not enclosed in a package, and to the Shipment as a whole. In case of loss or damage, the amount recoverable by Shipper will be the lesser of (1) either per pound Released Value or the Declared Value, whichever is applicable, multiplied by the gross weight of the package, or (2) the actual loss or damage.

B. Shipments originating at points in Canada:

The amount of any loss or damage for which the Carrier is liable, whether or not the loss or damage results from negligence, shall be the lesser of the value of the goods at the place and time of Shipment, including the freight and other charges, if paid, or \$4.41 (CDN) per kilogram computed on the total weight of the Shipment.

If the Shipper has declared a value of the goods on the face of the Uniform Conditions, the amount of any loss or damage for which the Carrier is liable shall not exceed the lesser of the declared value or \$100,000 (CDN) unless the Carrier has agreed to a higher amount in writing other than the Uniform Conditions. Carrier is not bound to carry any goods of extraordinary value of greater than \$100,000 (CDN) unless by special arrangement to do so.

All claims for loss or damage to Shipments originating in Canada against Carrier must be filed within sixty (60) days from the date of delivery of the Shipment, or in the event of non-delivery, within nine (9) months from the date the Shipment should have been delivered.

C. Shipments originating at, or destined to, points in Mexico:

At no time shall Carrier be held liable for any loss or damage to a shipment within the Country of Mexico.

Shipper expressly waives any right under Title 49 U.S.C. § 14706 or any other liability regime, to recover from Carrier for any loss, damage or delay to goods occurring in Mexico or while being trans-shipped at the United States of America/Mexico International Boundary Line Border.

CARGO INSURANCE LIABILITY WAIVER

The parties acknowledge and agree that any transportation or billing arrangements made by Carrier regarding freight transportation in Mexico (including any quotation of through rates for U.S.A. or Canada-Mexican carriage and/or the issuance of a through Bill of Lading) are made by Carrier solely as an accommodation and convenience to the payor of the transportation charges. Carrier cargo liability is to that portion of the transportation occurring solely within the U.S.A. or Canada.

The parties acknowledge also that under Mexican law, cargo liability is substantially limited, unless the parties involved increase the cargo coverage in Mexico by purchasing additional cargo insurance. If more coverage is desired than otherwise provided by Mexican law, it is the responsibility of the payor of the transportation charges to purchase additional cargo insurance.

LIMITATION OF LIABILITY

If, despite the forgoing waiver of liability, it is determined by any Court that the Carrier has cargo liability for cargo lost, damaged or destroyed while in Mexico or while waiting to be processed into Mexico but after receipt is given to the Carrier by the owner's Agent, then the Carrier's maximum liability will be \$1,000.00 (\$U.S.) per Trailer.

NOTE A - Except as provided in Rule 780 or Rule 852, as a condition precedent to any liability of Carrier for failure to maintain proper temperature control and damage to the cargo transported while utilizing temperature control Equipment, Shipper/claimant must:

- A. Give Carrier notice of any alleged temperature damage to cargo as soon as possible to allow Carrier to inspect damage before disposal or destruction of cargo;
- B. Provide the following records and information to Carrier:
1. All chain of custody shipping documentation, including but not limited to Bills of Lading, Air Waybills and/or Ocean Bills of Lading, as applicable;
 2. All temperature reports from the date of manufacture until final termination. Final termination will be considered the destruction of the cargo or the status of the cargo at the time of filing the claim.

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3. All "Research Stability Test Results" related to the cargo shipped.
 4. Copies of all temperature data recordings and printouts from any devices placed or utilized by Shipper.
- C. Identify the date and time of the cargo testing by the Shipper/claimant used to determine the stability of the cargo as well as the documentation that will demonstrate the handling and care of the cargo from the time of delivery until the inspection and analysis of the cargo by the Shipper's/claimant's quality assurance group.

These requirements are in addition to any and all other specified requirements as may be otherwise set forth in this Rules Tariff or applicable transportation agreements as they relate to cargo loss and/or damage claims for temperature control shipments.

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RULE 850**SETOFF**

Unless otherwise set forth in a written transportation agreement agreed to and executed by an officer or designee of Carrier, Payor's obligation to pay freight and ancillary charges in full is absolute and shall not be affected or reduced by any event or occurrence including, but not limited to, any setoff or counterclaim which Payor may have against Carrier for any reason whatsoever. All claims for loss or damage to cargo must be filed, in writing, as more specifically set forth in Rule 848 hereunder.

RULE 852**SHIPMENTS TRANSPORTED UNDER COMBINED
TRANSPORT / MULTI-MODAL BILLS OF LADING**

When a Shipment is transported under a combined transport / multi-modal Bill of Lading in a multi-modal move, the liability for loss or damage to cargo shall be the lesser of:

1. the liability limit in the Carriage of Goods by Sea Act, 46 U.S.C. Section 1301, et seq.
- or -
2. the liability limit as otherwise set forth in LAND 100-A or successive re-issues thereof.

RULE 860**SEAL RECORD**

If Carrier is required to break the trailer seal(s) at the request of lawful authority, the Carrier shall maintain a seal record and such Shipment shall be considered as moving under seal to final Destination.

RULE 865**SEALED SHIPMENT**

Shipments tendered in a Vehicle sealed by or at the instructions of the Shipper or Consignee with instructions to not break the seal until delivery, or sealed as may be required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Rule 390 of this Rules Tariff.

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RULE 880**SIGNATURE AND TALLY RECORD SERVICE (ST)**

Carrier shall provide Signature and Tally Record Service (ST) upon request of the Shipper or Consignee, subject to the following definition, requirements and charges:

1. **DEFINITION:** ST is a service designed to provide continuous responsibility for the custody of Shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the Shipment at specified stages of its transit from Origin to final Destination.
2. **REQUIREMENTS:**
 - (A) Annotation - Shipper or its Agent must place and sign the following annotation on the Bill of Lading:

Signature and Tally Record requested.

DD Form 1907 or similar chain of custody document furnished to Carrier.

DATE	SIGNATURE	TITLE
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 - (B) Form - DD Form 1907, Signature and Tally Record, or similar chain of custody document provided by the Shipper, will be used as follows:
 - (1) When ST is requested by the Shipper or Consignee and the signature and tally record is furnished, Carrier or its Agent will require each person responsible for the Shipment, such as the terminal manager, pickup, delivery and road Drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the Consignee or its Agent on delivery.
 - (2) Driver(s) are required to sign the DD Form 1907 (or similar form) when they assume initial responsibility for the Shipment and upon delivery.
 - (3) In terminal areas, the Vehicle containing the ST Shipment must be under the control of the last person signing the DD Form 1907 or similar chain of custody document.
 - (4) When ST is used with Dual Driver Protective Service (DDS), (AG) or (PS), both Drivers are required to sign when they assume responsibility for the Shipment.
 - (C) Tracing - Carrier must be able to trace a Shipment in less than 2 hours upon request.
3. In place of a DD Form 1907, a Carrier-furnished Electronic Signature Service may be used, in such cases, a hard copy of the printout must be presented to the Consignee within three business days of Shipment delivery. The Carrier will provide the identity of any individual responsible for the scans upon request of the Shipper/Consignee.
4. **CHARGES:** In addition to all rates and charges for transportation, Shipments on which ST is provided at Shipper's or Consignee's request, all charges shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.
5. A separate charge for Signature Tally Record service will not be billed when a higher protective security service is charged which includes the requirement for Signature Tally Record.

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RULE 883**SHIPMENTS TENDERED AS A TRUCKLOAD**

Except on Shipments for which exclusive use of Vehicle is requested, when a Shipment is tendered to Carrier and Bill of Lading is marked "Truckload Service Requested", "Tendered as a Truckload" or if the Bill of Lading shows actual weight of the Shipment and also states "As 40,000 pounds" the Shipment will be considered a truckload. Such Shipment will be entitled to privileges normally afforded to a truckload Shipment and the truckload rate will not alternate with the less than truckload rate.

Charges on Shipment for which "Truckload Service Requested", "Tendered as truckload" or "As 40,000 pounds" is requested will be computed at the applicable truckload minimum weight, or actual weight if greater, subject to a minimum charge of 40,000 pounds at the applicable rate.

When a Shipment is tendered to Carrier under a Bill of Lading marked "Tendered as Truckload" or "As 40,000 pounds" the following will apply:

1. A corrected Bill of Lading will not be accepted to remove the truckload application. Section 7 of the Bill of Lading may not be executed. If Section 7 of the Bill of Lading has inadvertently been executed, such execution shall not relieve Shipper of liability for freight charges which accrue under the terms of this Rule.

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RULE 885**PROTECTIVE SECURITY SERVICE (PSS)**

Carriers shall provide Protective Security Service (PSS) upon request of Shipper or Consignee, subject to the following definition, requirements and charges:

1. **DEFINITION:** PSS is a transportation protective service used for SECRET (or highly sensitive) Shipments which includes continuous attendance and surveillance of the Shipment by qualified personnel, the maintenance of a signature and tally record, and the use of two (dual) Carrier Drivers in the cab of the same Vehicle who are cleared under the DOD Industrial Security Program. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in the line of duty), tampering, pilfering, or sabotage, including, insofar as reasonably possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
2. **REQUIREMENTS:**
 - (A) **Notification and Annotation** - When PSS is required, the Shipper or Consignee shall notify the Carrier in advance and the Bill of Lading furnished to the Carrier shall be annotated "Protective Security Service Requested. Signature and Tally Record (DD Form 1907 or similar chain of custody document) Furnished to Carrier". Both Drivers are required to sign the chain of custody document when they assume responsibility for the Shipment.
 - (B) **Exclusive use of the Vehicle or Dromedary service**, as applicable.
 - (C) **The Trailer or conveyance containing the material upon which PSS is requested must always be connected with the Tractor except when stopped at an approved facility for loading/unloading; at a Carrier terminal for servicing; or at a Carrier designated point where the Driver(s) maintains continuous attendance and surveillance over the Shipment while disconnected.**
 - (D) **The Tractor moving a PSS Shipment must contain a working mobile communications unit, such as a citizen band (CB) radio or a mobile communications unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both Drivers must be capable of using the unit to make the contact.**
 - (E) **Signature and Tally Record** - The maintenance of a signature and tally record by the Carrier is an integral part of PSS. Both the Shipper and the Carrier shall comply with the requirements of Signature and Tally Record Service, on all Shipments for which PSS is requested and provided.
 - (F) **Stops En Route** -
 - (1) For brief stops enroute, Carrier will ensure that at least one of the Drivers remains in the cab of the Tractor, or remains within 25 feet of the Vehicle, provided the Vehicle is within the Driver's unobstructed view.
 - (2) When circumstances require more lengthy stops en route, Carrier shall ensure that the Vehicle is parked only at a Carrier terminal, a state or local approved safe haven or, during emergencies, in a DOD safe haven or refuge location. When a Vehicle is parked in a Carrier terminal or at a state or local safe haven, a qualified Carrier or terminal representative must keep the Shipment in view and stay within 25 feet of the Vehicle or Shipment at all times, or the Shipment must be secured in a fenced and lighted area under the general observation of a qualified Carrier or terminal representative at all times. As an alternative, the material may be placed in a security cage.
 - (G) **Special Procedures** - If time or distance does not permit delivery during the same day of pickup, the special procedures outlined below will be followed by the Carrier:
 - (1) If the Shipment remains in (or on) the Vehicle or Trailer, at least one qualified Carrier representative will maintain continuous attendance and surveillance of the Shipment to prevent access by unauthorized persons.
 - (2) When a SECRET or sensitive Shipment requiring PSS is unloaded from the Vehicle during stopovers en route, it shall be under the constant surveillance of a cleared Carrier representative or shall be placed in storage in a closed area, vault, or strong room as prescribed in the Defense Industrial Security Manual. In those cases in which SECRET Shipments, such as a missile, may require outside storage, special protective measures shall be taken to include constant and continuous surveillance by at least one or more cleared Carrier representatives. As an alternative, the material may be stored in a vault type structure approved by the Defense Investigative Service.
 - (3) Carriers providing Protective Security Service are also subject to the provisions of DOD DRIVER IDENTIFICATION REQUIREMENTS AND LEASED EQUIPMENT RESTRICTIONS.
 - (4) **CHARGES VEHICLE/DROMEDARY:**

In addition to all rates and charges for transportation, Shipments for which PSS is provided by Carrier, the charge for PSS will be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing. Charges for PSS will include service from point of Origin to point of final Destination.

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This charge will include dual Drivers (cleared "Secret"), exclusive use of Vehicle, constant attendance and surveillance, maintenance of a signature and tally record, and the furnishing of a CB radio unit/mobile communications unit. Additional charges for exclusive use of Vehicle will not apply. Dromedary exclusive use charges will also be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.

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RULE 887**SORTING AND SEGREGATING**

Upon instructions of Shipper or at the request of Consignee at the time of delivery, Carrier will sort and/or segregate freight into individual lots and place such segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the Consignee for receipt of freight within or adjacent to the Vehicle. The charge for this service shall be thirty-eight (38) cents per 100 pounds, subject to a minimum sorting and segregating charge of \$152.00 per delivery which will be in addition to all other charges assessed.

RULE 890**HAZARDOUS MATERIALS**

When Carrier is required to transport a Shipment that is considered hazardous material, Carrier will assess a charge of twenty-five (25) cents per mile for all mileage per Vehicle used in addition to all other applicable charges. When Carrier is required to use circuitous routing, Carrier will assess a charge of \$1.50 per mile for all mileage per Vehicle used in addition to all other applicable charges.

Shippers offering hazardous goods for transport must comply with all requirements of the Hazardous Materials Regulations of the Department of Transportation as published in 49 C.F.R. Parts 171-177 including specifically and without limitation, those requirements pertaining to notifications, preparation of shipping papers, descriptions, packaging, marking, labeling, placarding, and the Shipper's certification of compliance with these regulations. The Bill of Lading and shipping order must be clearly marked, noting any hazmat in the Shipment being tendered to the Carrier.

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RULE 893**SPECIAL EQUIPMENT**

When Carrier is requested by Shipper or Consignee to furnish the following special Equipment or when the use of such Equipment is deemed necessary by the Carrier to properly or safely transport the Shipment because of its size, weight or for the purpose of loading or unloading, such Equipment will be furnished and charges on the Shipment(s) transported shall be assessed the charges stated below, and shall be in addition to all other applicable charges.

Type of Equipment	\$ Per Mile	Minimum Charge
Flatbed 3 Axle	\$0.40	\$800.00
Flatbed 2 Axle Extendable	\$0.60	\$700.00
Flatbed 3 Axle Extendable	\$0.70	\$850.00
Flatbed Sided	\$0.75	\$850.00
Double Drop-Deck	\$1.10	\$1,050.00
Double Drop-Deck Extendable	\$1.30	\$1,100.00
Double Drop-Deck 3 Axle	\$1.50	\$1,150.00
Double Drop-Deck 3 Axle Extendable	\$1.65	\$1,250.00
Double Drop-Deck 4 Axle	\$3.00	\$1,850.00
Drop-Deck 4 Axle Extendable	\$3.75	\$1,950.00
Low-Boy	\$1.00	\$1,100.00
Low-Boy Removable Gooseneck	\$1.25	\$1,100.00
Low-Boy 3 Axle (RGN)	\$1.75	\$1,150.00
Low-Boy 6 Axle	\$6.25	\$2,300.00
Low-Boy 6 Axle Extendable	\$6.50	\$2,400.00
Low-Boy 7 Axle	\$7.25	\$2,500.00
Low-Boy 7 Axle Extendable	\$7.50	\$2,600.00
Low-Boy 8 Axle	\$8.00	\$2,700.00
Low-Boy 8 Axle Extendable	\$8.50	\$2,800.00
Low-Boy 9 Axle	\$10.50	\$3,100.00
Low-Boy 9 Axle Extendable	\$11.00	\$3,200.00
Step-Deck	\$0.30	\$750.00
Step-Deck Extendable	\$0.50	\$800.00
Step-Deck 3 Axle	\$0.60	\$800.00
Step-Deck 3 Axle Extendable	\$0.85	\$825.00
Beam 4 Axle	\$5.00	\$2,000.00
Beam 5 Axle	\$6.50	\$2,100.00
Beam 6 Axle	\$7.00	\$2,300.00
Dolly 2 Axle	\$2.50	\$120.00
Dolly 3 Axle	\$3.00	\$1,300.00
Dolly 6 Axle	\$5.50	\$2,100.00
Dolly 9 Axle	\$9.00	\$3,000.00
Blade 2 Axle (Steerable)	\$3.00	\$1,200.00
Blade 3 Axle (Steerable)	\$4.00	\$1,400.00
Schnabel 9 Axle (Steerable)	\$15.00	\$4,000.00
Drop-Frame Van Trailers	\$0.75	\$850.00
Lift Gate	N/A	\$150.00 (NOTE A)

NOTE A - Shipments are subject to a maximum weight of 2,500 pounds.

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RULE 900**STOPPING IN TRANSIT**

A truckload Shipment may be stopped for partial loading/unloading, processing, treatment or inspection at points intermediate to initial point of Origin and the final Destination subject to Paragraphs A through F of this Rule.

- A. Only one Bill of Lading shall be issued for the entire Shipment and the addresses at which the Vehicle is to stop along with definite descriptions of commodities to be picked up and/or delivered shall be clearly shown on the Bill of Lading.
- B. All freight charges must be paid in full at one time by Shipper, Consignee or a bill to Third Party.
- C. Excluding load Origin and final Destination, the charge for stopping in transit shall be \$75.00 per occurrence for stops 1 - 3 and \$90.00 per stop thereafter (NOTE B)
- D. Freight charges on a Shipment stopped for partial loading or partial unloading will be assessed on the basis of the truckload minimum weight, or actual weight if greater, of the entire Shipment at the volume or truckload rate per mile applicable on the basis of the total mileage from original point of Origin to final Destination via stop-off point or points (NOTE A).
- E. When the original point of Origin or final Destination is an incorporated city, town or village, the terms "original point of Origin" or "final Destination" as used in this Rule means the area included within the corporate limits of such city, town or village.
- F. When the original point of Origin or the final Destination is an unincorporated community or village, the terms "original point of Origin" or "final Destination" as used in this Rule means all places within such community or village and integral parts thereof.

NOTE A - If the rate to final Destination is not expressed as a rate per mile, calculate the freight charges to final Destination without regard to this Rule then divide such charge by the direct mileage from initial Origin to final Destination to obtain a resultant rate per mile, then apply the provisions of Paragraph D.

NOTE B - When overall loaded dimensions exceed legal dimensions (70' long, 8'6" wide, 13'6" high) the charges will be as follows:

1st Stop - \$75.00

2nd Stop - \$100.00

3 or more stops - \$300.00 each

RULE 910**STORAGE (NOTE A)**

A Shipment which cannot be delivered, or a Shipment which has been tendered for delivery and not accepted by Consignee or party entitled to receive it; or a Shipment which is unclaimed at Destination, will be placed in storage in or on Carrier's premises or at a reasonably nearby and available public warehouse or other suitable storage place, at the expense of Consignee or owner of the property, subject to provisions of 1 and 2 below:

1. A Shipment placed in Carriers' warehouse or on Carriers' premises as provided herein shall be subject to the following storage charges:
 - (a) Freight stored in Carrier's possession will be assessed at a charge of 250 cents per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to a minimum charge of \$150.00 and a maximum charge of \$250.00 per each 24 hours per Shipment.
 - (b) In computing charges as provided in 1(a) above:
 - (1) A day shall be construed as beginning at 12:01 A.M., on any day and ending at Midnight or 11:59 P.M., the same day.
 - (2) Storage charges shall commence at the time the Shipment is delivered to the storage premises and the day such Shipment is placed in storage shall be the first chargeable day of storage.
 - (3) Any fractional part of twenty-four hours (24) will be considered as one day.
 - (4) Any fractional part of 100 pounds will be considered as 100 pounds.
2. Where a Shipment is placed in storage in a public warehouse or other suitable storage place, other than in or on Carriers' premises, the place of storage shall be considered to be the Destination of the Shipment. The liability of

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the Carrier will cease when Shipment is unloaded at such place of storage. Any Shipment thus stored shall be subject to a lien for transportation and other lawful charges of the Carrier.

The assessment of storage charges will commence from the time the Vehicle is completely unloaded at the storage point.

NOTE A - Shipments stored on a Trailer or Vehicle shall be deemed a suitable storage place.

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RULE 920**PROTECTIVE TARPING SERVICE (PTS)**

When requested by Shipper for reasons of security, Carrier will cover the Shipment with a tarpaulin. The charge for such service will be \$500.00 for each tarpaulin furnished. Shipper will annotate the Bill of Lading or otherwise confirm in writing that the service was requested and that the service was performed by the Carrier prior to leaving Shipper's facility.

RULE 950**TARPING OF SHIPMENTS**

When requested by the Shipper or Consignee for a Shipment to be tarped and it has been so noted on the Bill of Lading at the time of Shipment tender or otherwise agreed in writing, the charge shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.

RULE 956**TRAILER WASH OUT**

When Shipper or Consignee requests Carrier to wash out Trailer or in the event (a) Carrier is required to wash out Trailer prior to transportation of sanitary food products or (b) Trailer has been contaminated by cargo, Carrier will arrange to have Trailer washed out. The party responsible for payment of freight charges will be responsible for the actual cost of Trailer wash out plus an administrative charge as shown in Rule 300.

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RULE 957**TRAILER TRACKING SERVICE (DCS)**

Trailer Tracking Service (DCS) will be provided by the Carrier upon request of the Shipper, subject to the following:

1. DEFINITION AND REQUIRMENTS – DCS is a service that provides the following:
 - A. Continuous messaging and position service that provides periodic Trailer position location reports and electronic emergency alert notifications when a Trailer door is open while en route or when the Trailer is disconnected from the Power Unit. The Tractor will provide continuous uninterrupted power to the Trailer when the ignition is turned off for tether/untether alerts by converting Tractors to power the center pin on the 7-way connector to the Trailer. An exception message shall be sent after the Carrier Driver enables DCS and the door is opened or the Trailer is untethered for any reason. This is to be used solely in Shipments requiring Satellite Motor Surveillance Service on commercially owned closed-box Van Trailers for sensitive and classified Shipments. Side and dividing walls are not authorized.
 - B. DCS equipment will provide 24-hour uninterrupted service. The monitoring station shall be continually manned by a qualified individual providing immediate assistance in response to an emergency inquiry.
 - C. The Carrier will comply with either the communication requirements of Dual Driver Protective Service or Protective Security Service depending on which service applies to the Shipment.
 - D. To initiate DCS:
 - i. Carrier will verify the DCS sensor is active and/or operational prior to spotting any Trailer or prior to loading a Shipment. This includes pinging the Trailer, confirming the technology is operable and battery life is sufficient.
 - ii. The Driver will allow a shipping inspector or other designated Shipper personnel to verify the presences of visible DCS equipment (e.g. door sensor, antenna).
 - iii. If either of these are unsuccessful the Trailer cannot be loaded.
 - E. Loading the Shipment and enabling DCS:
 - i. After the Shipment is loaded, the Carrier will verify on their system that the door sensor is closed, the Trailer is in tethered status and the location of the Trailer is correct.
 - ii. The Driver will send an “L” status message per Satellite Motor Surveillance Service with the included message “DCS required”.
 - iii. The Carrier will first enable DCS and then ping the Trailer to initiate the required initial Trailer position report and sensor status, Shipment is now ready to depart. At minimum, the Carrier will ensure that the position is reported on enabling DCS.
 - F. Departing, In Route and Delivery with DCS:
 - i. When departing the point of origin, secure holding area or approved Carrier terminal. the Driver will provide a “D” status message per Satellite Motor Surveillance Service with the included message of the Trailer number and “DCS required”.
 - ii. When the Shipment is underway and the Driver must open the door or untether the Tractor for any reason, the Driver will send a “U” message per Satellite Motor Surveillance Service to inform operations personnel of the reason prior to opening the door or untethering the Trailer. DCS will remain enabled.
 - iii. When the Trailer is placed into a secure holding/installation area, the Driver will send an “M” status message per Satellite Motor Surveillance provided it is not a secure holding area at origin or destination. After sending the “M” status message, the Carrier will disable DCS prior to untethering the Trailer. Prior to departing the secure holding area with the DCS Shipment, the Driver will send a “D” message with the Bill of Lading number(s), the Trailer number and the “DCS required”. If any new Shipments requiring DCS were loaded onto the Trailer or if a shipment departs with a different Tractor, the Drivers will complete (D) and (F,i) above.
 - iv. When entering an approved Carrier Terminal, the Driver will send a “T” message per Satellite Motor Surveillance Service. After sending the “T” status message, the carrier will disable DCS prior to untethering the Trailer. The message portion will provide the location of the terminal and telephone

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number, including area code. Prior to departing with the DCS Shipment, the Drivers will complete (D) and F,i) above.

- v. Drivers will report any in-transit equipment transfers to different Carrier equipment using a "C" status message with the identification number(s) of the new Tractor and/or Trailer as well as each Bill of Lading transferred. If the required information exceeds the space provided for one message submit as many additional "C" messages as necessary. The Driver of the Tractor receiving a DCS Shipment will follow the loading procedures in (E) above, while the Driver of the Tractor transferring the DCS Shipment will complete "C" equipment change message. A "C" status message shall be sent from both the losing and gaining Tractor to identify the Shipment(s) transferred. One of the "C" messages shall include an explanation of the reason for the transfer and location. If the losing Tractor no longer has a DCS Shipment, the Carrier will disable DCS.
- vi. Upon arrival at the Shipment's final destination, the Driver will send an Arrival/Awaiting Offload "A" status message per Satellite Motor Surveillance Service. DCS shall be disabled by the Carrier after sending the "A" status message and prior to untethering the Trailer and/or opening the doors.

G. System Failures:

- i. In the event the Driver suspects DCS equipment system failure while in-transit, the Driver will immediately notify his dispatcher. Two-Hour status updates will be coordinated with the Driver with a final status report upon delivery at the destination or arrival at an activity offering secure holding, whichever occurs first. These updates may be made by a "U" status message or by phone. Updates will include verification that the Trailer is tethered and the doors are closed. Two-hour calls will only be utilized to mitigate in-transit DCS failures.
 - ii. If Tractor location reporting fails, Trailer location reporting shall be used as a backup and the Trailer shall report its location at the same time intervals the Tractor had been reporting. Manual rules shall still apply, as the panic button is no longer available.
2. ANNOTATION – When DCS is required for a Shipment, the Shipper shall notify the Carrier in advance of the requirement and annotate the Bill of Lading: "Trailer Tracking Service. Satellite Motor Surveillance Service."
 3. CHARGES: In addition to all rates and charges for transportation, the charge for DCS with respect to Shipments for which DCS is provided by Carrier at the request of Shipper shall be negotiated between the Carrier and Shipper or Consignee as of the time of Shipment tender and noted on the Bill of Lading or confirmed in writing.

RULE 959

TRANSFER OF LADING

- A. When a Shipment cannot be picked up with the Vehicle to be used in transporting the Shipment over the highway, and the Carrier is required to render pickup service with a different Vehicle, such Shipment will be subject to the charges in this Rule in addition to all other applicable charges. These charges will be collected from the Shipper.
- B. When a Shipment cannot be delivered with the Vehicle used in transporting the Shipment over the highway, and the Carrier is required to render delivery service with a different Vehicle, such Shipment will be subject to the charges in this Rules Tariff in addition to all other applicable charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the Consignee.
- C. The charge for each Transfer of Lading will be calculated as follows:
 - 200 cents per 100 pounds
 - Minimum Charge - \$150.00

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RULE 965

**SHIPMENTS TRANSPORTED ON SHIPPER, CONSIGNEE OR THIRD PARTY
OWNED OR CONTROLLED TRAILERS (TOW-AWAY TRAILERS)**

1. When a Shipment is transported on a Trailer provided by Shipper, Consignee or Third Party, the Shipment shall be subject to all of the rules, regulations and charges, the same as if it were being transported on a Carrier Trailer.
2. In addition thereto, the Shipper, Consignee or Third Party Trailer shall be subject to the following rules and regulations:
 - (a) The Carrier will make no allowance by separate agreement or otherwise for the use of such Trailer.
 - (b) Any repairs or replacement parts with a cost of \$150.00 or less shall be made immediately and such cost will be assessed against the Shipment. Copies of all invoices and receipts will be furnished upon request.
 - (c) Any repairs or replacement parts with a cost in excess of \$150.00 will not be made immediately by Carrier. Instead, Carrier will communicate with the owner of the Trailer, which for purposes of this Rule shall be the Shipper, Consignee or Third Party who provided the Trailer to Carrier, by the most expeditious means for instructions before proceeding with such repairs or replacement parts. The owner, under such circumstances, may:
 - 1) If no Shipment is loaded on the Trailer, instruct the Carrier to proceed, at owner's expense, with the repairs and/or replacement parts; or request the Carrier to return said Trailer, if possible, to its point of Origin or other mutually agreed location, or
 - 2) If the Trailer is loaded, instruct the Carrier to proceed at owner's expense, with the repairs and/or replacement parts, modifications or replacements; or accept delivery of the Shipment at the point where the major repairs, modifications or replacements are required.

All charges arising from delays to the Carrier's Equipment or personnel and all charges for returning the Trailer to its point of Origin or other mutually agreed location shall be assessed according to the provisions of this Rules Tariff. If the owner elects to accept delivery at the location where repairs or replacement parts are made, the applicable freight charges shall be assessed to such location. The Shipment shall also be subject to all applicable ancillary charges including, but not limited to, Detention, loading, unloading, reconsignment, delivery of Trailer to the point of Origin or other mutually agreed location; overdimension; and cost for permits and licenses. Such charges shall be assessed at the applicable mileage or hourly rates, minimum and maximum as set forth in this Rules Tariff.

3. Whenever the Shipper, Consignee or Third Party provided Trailer is oversized and by reason thereof, is restricted in its travel, requires extra personnel such as Flagmen or Escorts, or requires extra equipment such as Escort vehicles, even though the Shipment being transported exceeds one or all of the dimensions permitted under Rule 670, the Shipment shall be subject to the additional charges in Rules 670 and 300 that under the circumstances are applicable as well as over-dimension charges applicable for the excess dimensions of the trailer larger than those of the Shipment.

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RULE 985**VEHICLE FURNISHED BUT NOT USED**

When a Carrier is requested to dispatch a Vehicle to a point of Origin designated by the Shipper or Consignee and such Vehicle is dispatched but not used due to no fault of the Carrier, a charge for each Vehicle of \$1.50 per mile, subject to a minimum charge of \$200.00, will be assessed against the party making such request. The mileage will be computed from the point where the Vehicle was dispatched to the designated Origin point plus mileage back to the point from which the Vehicle was dispatched. Mileages to be determined in accordance with the provisions set forth in Rule 510.

NOTE A - No charge will be assessed if the Carrier is notified prior to the dispatching of the Vehicle that the Shipment will not be tendered or that the Vehicle will not be used.

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RULE 990**WEIGHT VERIFICATION**

- A. The Carrier reserves the right to weigh any Shipment for the purpose of checking or determining weight for revenue billing (NOTE A).
- B. When a truck is weighed or reweighed, either empty or loaded, at the request of either the Shipper, Third Party or the Consignee, the charge will be \$15.00 for each time so weighed.

NOTE A - Change in weights will only be made when accompanied by scale tickets issued by certified weight scales and so stated on the documents.

RULE 995**GROSS WEIGHT AND DUNNAGE**

Unless otherwise provided in Rule 710, charges shall be computed on gross weight including the weight of blocking, bolsters, bracing, bearing pieces, cradles, flooring or line, racks, skids (as defined in Rule 710 - Note A), stakes, standards, strips, supports or metal ties of similar bracing, dunnage of supports, not constituting a part of the Vehicle. When such material is used to protect a Shipment, it shall be furnished by the Shipper. Weight of the dunnage must be shown on the Bill of Lading or Waybill.

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EXPLANATION OF ABBREVIATIONS, SYMBOLS AND REFERENCE MARKS			
ABBREVIATION		ABBREVIATION	
OR SYMBOL	EXPLANATION	OR SYMBOL	EXPLANATION
@	Addition	DOT	Department of Transportation
&	And	DTTS	Defense Transportation Tracking System
\$	Dollars	E.	East
' or (ft.)	Feet	FAK	Freight All Kinds
" or (in.)	Inches	FAST	Free and Secure Trade
%	Percent	FCC	Federal Communications Commission
(A)	Denotes changes which result in increases, decreases and provisions that result in neither increases nor reductions in charges.	FDA	Food and Drug Administration
'C'	Cancelled	FMCSA	Federal Motor Carrier Safety Administration
(I)	Increase	HGB	Household Goods Carriers' Bureau
		Hwy	Highway
		KD	Knocked Down
(N)	Change in wording which results in neither increases nor reductions in charges	KDF	Knocked Down Flat
(R)	Reduction	L	Shipper Load
A.M.	Before Noon	LBS or lbs	Pounds
		LTL	Less Than Truckload
		LU or (LU)	Shipper Load, Consignee Unload
ACE	Automated Commercial Environment	M	Thousand Pounds
		MC	Motor Carrier
		MF	Motor Freight
		Min	Minimum
AKA	Also Known As	N/A	Not Applicable
AQ or (AQ)	Any Quantity	NCUC	North Carolina Utilities Commission
C-TPAT	Customs-Trade Partnership Against Terrorism	NMF, NMFC or NMFC/N	National Motor Freight Classification
CBP	U.S. Customs and Border Protection	No., NO. or Nos	Number
		NOI or NOIBN	Not otherwise indexed or more specifically described herein
Co.	Company	Per	For Each
COD or C.O.D.	Collect on Delivery	P.M.	After Noon
COL. or Col	Column	PSS	Protective Security Service
Cont'd	Continued		

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS**

Con't	Continued	PVU or pvu	Per Vehicle Used
		RGN	Removable Goose Neck
Concl'd	Concluded	RVNX	Released Value Not Exceeding
Conc'd	Concluded	SDDC	Surface Deployment and Distribution Command
Corp.	Corporation	Sec.	Section
CPM	Cents per mile	SEV	Security Escort Vehicle Service
CSA	Customs Self-Assessment	SM	Satellite Motor Surveillance Services
CS	Constant Surveillance Services	SNS	Satellite Motor Surveillance Services
Cty	County	ST	Signature and Tally Record Service
CVOR	Commercial Vehicle Operator's Registration	St.	Saint or Street
CWT	Cents per 100 pounds	STB	Surface Transportation Board
DCS	Trailer Tracking Service	SU	Set Up
DD Form	Department of Defense Form	TL	Truckload
DDPS	Dual Driver Protective Services	Viz, viz or VIZ	Namely
DOD	U.S. Department of Defense	Vol	Volume
		WT, Wt. or wt	Weight
RULES AND OTHER GOVERNING PROVISIONS			
EXPLANATION OF ABBREVIATIONS, SYMBOLS AND REFERENCE MARKS			
AB	Alberta	NB	New Brunswick
AG	Aguascalientes	NC	North Carolina
AL	Alabama	ND	North Dakota
AK	Alaska	NE	Nebraska
AR	Arkansas	NF	Newfoundland
AZ	Arizona	NH	New Hampshire
BC	British Columbia	NJ	New Jersey
BJ	Baja California	NL or NX	Nuevo Leon
BS	Baja California Sur	NM	New Mexico
CA	California	NS	Nova Scotia
CH	Chiapas	NT	Northwest Territories
CI	Chihuahua	NU	Nunavut
CL	Colima	NV	Nevada
CN or CDA	Canada	NY	New York
CO	Colorado	OA	Oaxaca

**LANDSTAR TRANSPORTATION LOGISTICS, INC.
RULES AND OTHER GOVERNING PROVISIONS**

CP	Campeche	OH	Ohio
CT	Connecticut	OK	Oklahoma
CU	Coahuila de Zaragoza	ON	Ontario
DC	Dist. Of Columbia	OR	Oregon
DE	Delaware	PA	Pennsylvania
DF	Ciudad de Mexico / Distrito Federal	PE or PEI	Prince Edward Island
DG	Durango	PQ or QC	Quebec
EM	Mexico (Estado)	PR	Puerto Rico
FL	Florida	PU	Puebla
GA	Georgia	QA	Queretaro Arteaga
GJ	Guanajuato	QR	Quintana Roo
GR	Guerrero	RI	Rhode Island
HG	Hidalgo	SC	South Carolina
HI	Hawaii	SD	South Dakota
IA	Iowa	SI	Sinaloa
ID	Idaho	SK	Saskatchewan
IL	Illinois	SL	San Luis Potosi
IN	Indiana	SO	Sonora
JA	Jalisco	TA	Tabasco
KS	Kansas	TL	Tlaxcala
KY	Kentucky	TM	Tamaulipas
LA	Louisiana	TN	Tennessee
MA	Massachusetts	TX	Texas
MB	Manitoba	U.S. or U.S.A.	United States of America
MD	Maryland	UT	Utah
ME	Maine	VA	Virginia
MH	Michoacan de Ocampo	VL or VZ	Veracruz
MI	Michigan	VT	Vermont
MN	Minnesota	WA	Washington
MO	Missouri	WI	Wisconsin
MR	Morelos	WV	West Virginia
MS	Mississippi	WY	Wyoming
MT	Montana	YC	Yucatan
MX	Mexico	YT	Yukon Territory
NA	Nayarit	ZT	Zacatecas