



SHIFT Freight, LLC

Tariff SHIFT 100-A

MC: 827881

Naming

*Rules & Regulations, Fuel Surcharges
and Charges for Accessorial Services*

Effective: October 14, 2013



SHIFT 100-A Rules Tariff Table of Contents

Section 1 Rules & Regulations	4
Item 1: Application of Rates	4
Item 2: Courtesy Discount Provision	4
Item 3: Currency and Payment of Charges	4
Item 4: Default Payment Terms	6
Item 5: Dual Indemnification.....	6
Item 6: Exclusive Use of Trailer	6
Item 7: Foreign Tariffs.....	6
Item 8: Freight Classification.....	7
Item 9: Guarantee of Charges.....	8
Item 10: Governing Publications	9
Item 11: Impractical Operations	9
Item 12: Inspection of Freight.....	9
Item 13: Liability and Released Value	10
Item 14: Off Bill Incentives	11
Item 15: Offset of Freight Charges.....	11
Item 16: Pallet Exchange	11
Item 17: Precedence of Rates.....	11
Item 18: Rate Quotes.....	12
Item 19: Shipper Load and Count	13
Item 20: Substituted Service	13
Item 21: Weight (Gross Weights and Dunnage).....	13
Item 22: Weight Verifications	14
Item 23: Advance Charges	14



Item 24: Bumping Clause.....	14
Item 25: Mixed Commodity Shipments.....	14
Section 2 Fuel Surcharge	15
Item 1: Fuel Surcharge (FSC) Description	15
Item 2: FSC Table.....	15
Section 3 Accessorial Charges.....	16
Item 1: Blind Shipment Requests	16
Item 2: Collect on Delivery (COD) Shipments	17
Item 3: Non-Commercial Pickup or Deliveries.....	17
Item 4: High Cost Delivery Zip Codes	17
Item 5: Liftgate	18
Item 6: Single Shipment.....	18
Item 7: Hazardous Materials	18
Item 8: Residential Pickup or Delivery.....	18
Item 9: Detention	19
Item 10: Notification Prior to Delivery of Shipments	19
Item 11: Reconsignment or Diversion	20
Item 12: Redelivery	20
Item 13: Non-Business Hours	21
Item 14: Document Copies.....	21
Item 15: Sorting or Segregating	21
Item 16: Storage	21
Item 17: Vehicle Ordered not Used.....	21
Item 18: Schedule of Accessorial Charges	22
Section 4 Definitions.....	22



Section 1 | Rules & Regulations

Item 1: Application of Rates

The following Rules Tariff outlines the responsibilities and requirements in the business relationship between SHIFT Freight, LLC (“SHIFT” or “Carrier”) and parties (“Company”) who wish to engage the services of SHIFT to haul their goods.

Unless specifically otherwise stated in the contract or rate schedules, the maximum weight category allowed for discount reductions will be at 12,000 lbs.

All other shipments are subject to a maximum discount of 50% of the base rate tariff.

Item 2: Courtesy Discount Provision

LTL shipments tendered to SHIFT without a signed pricing agreement shall be rated at a minimum weight of 2,000 lbs., the class as determined by the PCF table, and a 50% discount.

Discounted rates are subject to the tariff minimum.

Item 3: Currency and Payment of Charges

All rates, charges, or other amounts published in this tariff are stated in U.S. dollars and all charges are payable in U.S. dollars. Credit card payments are subject to an additional processing fee.

Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are “Net 20 Days” on all invoices.

Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

Freight invoices not paid within 20 days are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1 and ½ % per month.



In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper, consignee, broker, etc.) shall pay attorneys' fees in the amount of \$300.00 or 25% whichever is greater.

All disputes of any kind that may require litigation between SHIFT Freight, LLC as plaintiff and/or as defendant related to transportation issues will be held in Los Angeles County, CA and the prevailing party will be entitled to reasonable legal fees.

Third Party Billing: Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

Priority of Freight Charge Obligation: When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.



Carrier preserves recourse for payment of all freight charges to the consignor, unless prior notice is given that the consignee is not to be responsible for freight charges.

Item 4: Default Payment Terms

When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

Item 5: Dual Indemnification

SHIFT shall indemnify and save harmless Company from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Carrier's obligations hereunder or by the negligence of SHIFT, its agents, employees or representatives.

Company shall indemnify and save harmless SHIFT from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Company's obligations hereunder or by the negligence of Company, its agents, employees or representatives.

Item 6: Exclusive Use of Trailer

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control of the trailer with the unrestricted right to: select the trailer for transportation, transfer the shipment from one trailer to another, load other freight on the same trailer as the shipment, or remove locks or seals applied.

Item 7: Foreign Tariffs

Base rating tariffs not published by SHIFT are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's freight bill and the origin or destination zip code is not identified and included within the foreign tariff, the rating of the shipment will be accomplished using the current version of the base rate at SHIFT's choosing.

Item 8: Freight Classification

In accordance with standard industry practice and pursuant to proper bill-of-lading requirements; shipment weights, commodity descriptions, and freight classifications are to be correct and must accurately reflect the shipments product and handling characteristics. Carrier maintains the right to inspect all freight it is tendered and may adjust shipment classification to insure that carrier invoices are based on accurate freight characteristics.

Carrier will perform necessary inspections to ensure proper shipment characteristics are utilized for invoicing purposes. When charges are deemed necessary, Carrier will document such changes on the invoice and will provide class change certifications as support.

For the purpose of rating, carrier will utilize freight classes provided by the shipper on the bill-of lading. However, when inspection of a shipment reveals material inaccuracies between information contained on the bill-of-lading and actual shipment characteristics including but not limited to incorrect weight, missing/incomplete commodity descriptions, and/or oversized packaging, Carrier will modify the classification of the shipment to properly reflect actual shipment characteristics.

When Class modification is necessary due to shipment inspection, carrier will employ procedures below to determine appropriate classification for rating purposes based on a shipment's density. Classification determined under this procedure will be applied in lieu of classification determined under the national Motor Freight Classification STB NMF 100 Series.

- Density (pounds per cubic feet) will be determined by dividing a shipment's weight (including all packaging and pallets) by its total cube (length x width x height).
- Calculated shipment density will be reviewed against the table below to determine the appropriate corresponding freight class for shipment rating purposes.
- Class corrections will be made when the actual class of a shipment is determined to be higher than 2 classes from the class stated on the shipper bill-of-lading. For example, stated class 50 and density class 55 will be considered class 50 for rating purposes while stated class 50 and density class 60 will be considered class 60 for rating purposes
- Any commodity, regardless of NMFTA designation, with density of less than 4 pounds per cubic foot will be rated according to the table below

Pounds per Cubic Feet		
At Least	But Less Than	Classification
30	--	Class 50
26	30	Class 55
23	26	Class 60
20	23	Class 65
17	20	Class 70
15	17	Class 77.5
12	15	Class 85
10	12	Class 92.5
8	10	Class 100
7	8	Class 110
6	7	Class 125
5	6	Class 150
4	5	Class 175
3	4	Class 200
2	3	Class 250
1	2	Class 300
< 1	--	Class 400

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rating will not apply on empty containers, poison, explosives, machinery, displays, exhibits, show, convention, or promotional material. It will not apply on shipments originating at or destined to an exhibit/convention center.

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rated shipments must comply with the density listed above.

Item 9: Guarantee of Charges

When instructions are received by a carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the bill of lading.

A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so.

Freight charges must be prepaid on all shipments consigned to trade shows, traveling shows, conventions, exhibits, military, or government offices.

Item 10: Governing Publications

Except as specifically otherwise provided, the following described tariffs, supplements, and successive issues shall govern.

- Hazardous Materials Regulation CFR Title 49
- Rand McNally HGB 100 series - Practical Miles
- National Five-Digit United States Zip Code Post Office Directory
- National Six-Digit Canadian Postal Code Directory
- National Motor Freight Classification NMF 100

Item 11: Impractical Operations

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

- The condition of the roads, streets, driveways, alleys or approaches thereto
- Inadequate loading or unloading facilities
- Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to person or property
- Ferries

Item 12: Inspection of Freight

All shipments handled by SHIFT are subject to inspection at any time, for any reason. By tendering the shipment to us, you consent to such inspections and agree that SHIFT will not be held liable for any loss, damage, action, or event arising out of such inspection. An inspection may result in the correction to the freight invoice including but not limited to: density, space, or classification.



Item 13: Liability and Released Value

SHIFT applies the following liability per pound table for all freight handled:

Class	Maximum Value per Pound
50	\$1.00
55	\$1.00
60	\$2.00
65	\$2.00
70	\$3.00
77.5	\$3.00
85	\$4.00
92.5	\$4.00
100	\$5.00
110	\$5.00
125	\$5.00
150	\$5.00
175	\$5.00
200	\$5.00
250	\$5.00
300	\$5.00
400	\$5.00
500	\$5.00

Articles tendered with an invoice value exceeding \$5.00 per pound will be considered to be of extraordinary value. Shipments inadvertently accepted with an extraordinary value shall be considered released at \$5.00 per pound subject to a maximum of \$100,000 per trailer load. In the event of loss of and/or damage to any shipment carrier's liability will not exceed \$5.00 per pound subject to a maximum of \$100,000 per trailer load. The exception is uncrated machinery which will be subject to a maximum liability of \$.10 per pound and spot quoted shipments that will be limited to \$.50 per pound.

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMF 100 are subject to released or actual value conditions, the released or actual value provided in the NMF 100 for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

Shipments of used machinery (including reconditioned items) automobile parts/body parts, electrical equipment (including computers and parts thereof), or household goods will be accepted only when released at a value not exceeding \$.10 per pound. If a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound.

Claims for concealed damages must be submitted to carrier within forty-eight (48) hours of delivery.

Item 14: Off Bill Incentives

Any refund, volume incentive refund, loading allowance or off bill discount offered by SHIFT must comply with the provisions of the ICC Termination Act of 1995, Section 13708 – Billing and Collecting Practices.

Item 15: Offset of Freight Charges

Paying party is prohibited from offsetting payment of carrier's transportation charges for loss or damage claims.

Item 16: Pallet Exchange

SHIFT does not participate in pallet exchange programs. Any request or provisions noted on the Bill of Lading requesting the return of shipping devices shall be deemed for informational purposes only and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

Item 17: Precedence of Rates

THIRD PARTY SHIPMENTS

This section applies when the bill of lading indicates a party other than shipper, consignee, or shipper or consignee's freight payment processor as the payer of the freight charges.

A pricing program published for the account of the third party payer will take precedence over all other pricing programs.

All third party shipments must be paid in accordance to SHIFT's default payment terms, unless there is a written agreement between the two parties indicating a mutually agreed to arrangement of other terms.

OUTBOUND PREPAID OR COLLECT SHIPMENTS

A pricing program published for the account of the shipper will take precedence over all other pricing programs.

INBOUND COLLECT SHIPMENTS

The inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

Item 18: Rate Quotes

The following articles will be adhered to for the treatment of quotes between the Company and SHIFT:

1. Quoted rates take precedence over any contract rate currently on file. Quoted rates are based on those facts concerning the shipment which are made known to the carrier. It must be disclosed to carrier if shipment is destined to a prison, hospital, school, institution, or any other non-industrial building. The quote will be deemed invalid in the event of nondisclosure.
2. A quote number will be provided for quoted rates. Quote numbers must be shown on the original bill of lading. Rate adjustments due to a missing quote number will be assessed a \$15.00 per shipment re-bill charge.
3. Carrier liability on quoted shipments is limited to a maximum of \$.50 per pound.
4. Rate quotes received via the website are an estimate of the current published tariff. Such estimates are determined utilizing the variables entered. They are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding on either the carrier or the shipper.

5. Quoted amounts may be revised in the event the actual shipment characteristics vary from the shipment characteristics disclosed at time of quote. If additional services are required by carrier, applicable accessorial charges will be added to the quoted amount.

Item 19: Shipper Load and Count

Unless otherwise noted by contract, carrier accepts all shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing materials is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of binds, pallets, platforms or skids on such shipments.

Item 20: Substituted Service

For its operating convenience, carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

Item 21: Weight (Gross Weights and Dunnage)

Unless otherwise provided, charges shall be computed on actual gross weights including the weight of any pallets, platforms, racks, skids, or other materials constituting a shipping carrier, container, or package. All weights shown on the bill of lading shall be deemed to be product weights unless shipper specifically designates the weight of the shipping carrier, container, or package.

If carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges.



Item 22: Weight Verifications

At its sole discretion, carrier may choose to reweigh shipments in its custody. If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. A weight verification document will be available upon request.

Any bill of lading received by SHIFT without a weight will be weighed at our terminal and a service charge of \$25.00 per shipment will be applicable.

Item 23: Advance Charges

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, not to their draymen or warehousemen, except charges which are incidental to the transportation of a shipment.

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

Advance fees will be assessed at 3% of the advance charge amount, such to a minimum charge of \$42.50.

Item 24: Bumping Clause

The declaration on the original Bill of Lading of an artificially higher weight for the purpose of causing a higher density that allows the article, piece or shipment being “bumped” to qualify for a lower classification is not allowed by SHIFT.

Item 25: Mixed Commodity Shipments

On mixed LTL shipments, consisting of two or more commodities subject to different rates, SHIFT reserves the right to rate the shipment according to the highest Class commodity included on any individual pallet.



Section 2 | Fuel Surcharge

Item 1: Fuel Surcharge (FSC) Description

The fuel surcharge is adjusted on Mondays and is based on the US Department of Energy's National Average Diesel Fuel Index in effect.

Fuel surcharge is applicable on net line-haul charges only (i.e. after applicable discounts)

LTL is defined as any one shipment that occupies 12 feet or less of trailer space and/or weighs 12,000 pounds or less. Shipment weighing 12,000 lbs. or more will be subject to an additional 5% of LTL fuel surcharge.

Item 2: FSC Table

Depending upon the average of National diesel prices per gallon, as determined by the Department of Energy, SHIFT's fuel surcharge will be charged according to the following schedule:

[See Next Page]

From	To	FSC %
\$2.64	\$2.69	17.5%
\$2.69	\$2.74	18.0%
\$2.74	\$2.79	18.5%
\$2.79	\$2.84	19.0%
\$2.34	\$2.39	14.5%
\$2.39	\$2.44	15.0%
\$2.44	\$2.49	15.5%
\$2.84	\$2.89	19.5%
\$2.89	\$2.94	20.0%
\$2.94	\$2.99	20.5%
\$2.99	\$3.04	21.0%
\$3.04	\$3.09	21.5%
\$3.09	\$3.14	22.0%
\$3.14	\$3.19	22.5%
\$3.19	\$3.24	23.0%
\$3.24	\$3.29	23.5%
\$3.29	\$3.34	24.0%

From	To	FSC %
\$3.34	\$3.39	24.5%
\$3.39	\$3.44	25.0%
\$3.44	\$3.49	25.5%
\$3.49	\$3.54	26.0%
\$3.54	\$3.59	26.5%
\$3.59	\$3.64	27.0%
\$3.64	\$3.69	27.5%
\$3.69	\$3.74	28.0%
\$3.74	\$3.79	28.5%
\$3.79	\$3.84	29.0%
\$3.84	\$3.89	29.5%
\$3.89	\$3.94	30.0%
\$3.94	\$3.99	30.5%
\$3.99	\$4.04	31.0%
\$4.04	\$4.09	31.5%
\$4.09	\$4.14	32.0%
\$4.14	\$4.19	32.5%

From	To	FSC %
\$4.19	\$4.24	33.0%
\$4.24	\$4.29	33.5%
\$4.29	\$4.34	34.0%
\$4.34	\$4.39	34.5%
\$4.39	\$4.44	35.0%
\$4.44	\$4.49	35.5%
\$4.49	\$4.54	36.0%
\$4.54	\$4.59	36.5%
\$4.59	\$4.64	37.0%
\$4.64	\$4.69	37.5%
\$4.69	\$4.74	38.0%
\$4.74	\$4.79	38.5%
\$4.79	\$4.84	39.0%
\$4.84	\$4.89	39.5%
\$4.89	\$4.94	40.0%
\$4.94	\$4.99	40.5%
\$4.99	\$5.04	41.0%

When the DOE fuel index exceeds \$5.039 per gallon, the fuel surcharge continues to increase 0.5% for every five-cent increase.

The DOE national average is available by dialing the DOE Hotline (202-586-6966, Extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to www.eia.doe.gov, then click the link for On-Highway Retail Diesel Prices.

Section 3 | Accessorial Charges

Item 1: Blind Shipment Requests

A blind shipment occurs when a third party controls the movement of the freight but does not want either the shipper or consignee to know the name of the other. SHIFT does not provide for the services of Blind Shipments.

Item 2: Collect on Delivery (COD) Shipments

Collect on delivery shipments will be accepted, subject to the following provisions and charges:

1. Shipments tendered for COD must be clearly stamped, typed or written with the word "COD" on the original bill of lading
2. Carrier will not accept shipments with a value of more than \$25,000. If shipment is inadvertently accepted for an amount higher, it will be returned to shipper. If carrier inadvertently accepts a COD shipment with an amount higher than \$25,000, carrier's liability, if any, will not exceed \$25,000.
3. Acceptable forms of payment are bank cashier's check, bank certified check, money order or personal check of the consignee. Failure of shipper to specify the method of payment would make all of the above acceptable forms of payment. All checks and money orders are to be made payable to the shipper. The carrier will accept checks and money orders as the agent of the shipper. In such case, the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper.
4. The charge for this service is 2.5% of the C.O.D. amount subject to a minimum of \$25.00 and a maximum of \$250.00.

Item 3: Non-Commercial Pickup or Deliveries

When an LTL pickup or delivery service is provided at schools, churches, camps, country clubs, estates, farms, mini-storage warehouses, rectories, convents, military bases, carnivals, fairs, nursing homes, hospitals, docks, piers, wharfs, construction or utility sites, mines, quarries, prisons, or other such places where access is limited or a loading/unloading dock is not available an additional charge will apply based upon the guidelines within the Schedule of Accessorial Charges.

Item 4: High Cost Delivery Zip Codes

Shipments delivered to the following points will be subject to a high delivery based on carrier's determination of the best practice for said pickup or delivery. High Cost Delivery Zip Codes will be serviced at a charge according to the Schedule of Accessorial Charges.



Item 5: Liftgate

This charge is applicable when liftgate equipment is required for delivery or pickup. The charges outlined in this item do not apply when SHIFT does not have suitable vehicles equipped with such devices and operators available. At its option, SHIFT will rent liftgate equipment or outsource the liftgate service and adjust the liftgate surcharge to equal the total cost to SHIFT. The charges for this service will be the responsibility of the paying party listed on the bill of lading.

If SHIFT has equipment and operators available, the charges will be assessed as according to the Schedule of Accessorial Charges.

Item 6: Single Shipment

A single shipment tendered for pick up at one time and one location, weighing less than 500 pounds and unaccompanied by any other shipments, is WAIVED for SHIFT customers.

Item 7: Hazardous Materials

Hazardous Materials, such as chemicals, corrosives are other potentially harmful products will not be hauled by SHIFT Freight. In the event that SHIFT is inadvertently tendered hazardous materials for transport, the party responsibility for the shipment's payment will be charged for the fees to return the shipper.

Item 8: Residential Pickup or Delivery

SHIFT does NOT handle pickup or delivery of shipments to private residences. Any shipment inadvertently accepted by SHIFT may be returned to the shipper at the shipper's expense. If SHIFT chooses to deliver or pickup from a residence, the additional charge will be \$5.10 per cwt subject to a minimum of \$125.00 and a maximum of \$350.00. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

Standard transit does not apply to residential shipments.

The term private residence includes apartments, churches, day cares, camps, farms, public storage facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

Item 9: Detention

Carrier's line haul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading.

With Power Unit

Upon arrival of truck, one (1) hour of free time is allowed for LTL shipments. The additional charge once free time is exceeded is \$80.00 for the first hour and \$35.00 for each 15 minute increment or part thereof. The maximum will be \$850 per 24 hour period. All time calculations will be based on a 24 hour day, 7 days per week, inclusive of holidays and weekends. Time shall end upon completion of loading and acceptance by the driver of a signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt.

Without Power Unit

Dry Van: \$60.00 per 24 hour period.

Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier.

Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designed by the consignee.

Nothing in this item shall require the carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours.

Item 10: Notification Prior to Delivery of Shipments

The charge for this service is \$10.00 per shipment.

Item 11: Reconsignment or Diversion

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

Definitions:

- A change in the name of the shipper, consignee, or rightful owner of the shipment
- A change in a place of delivery
- Refused shipments being returned to the original shipper

Conditions:

- A request for re-consignment or return to shipper must be made in writing or confirmed in writing
- The carrier must be satisfied that the party making the request has the authority to do so
- SHIFT will make a diligent effort to execute the request but will not be responsible if such service is not completed
- Only entire shipments, not portions of shipments, may be reconsigned

Charges:

- Applicable LTL rates for lane of movement
- \$2.00 per CWT, with \$20 minimum

Item 12: Redelivery

When a shipment is tendered for delivery and – through no fault of the carrier – such delivery cannot be accomplished, a charge of 15% of the total cost (\$35 min, with \$250 max) will be applicable for each time the carrier returns to effect delivery of the shipment. These charges will be the responsibility of the paying party stated on the original bill of lading.



Item 13: Non-Business Hours

Shipments requiring pickup and/or delivery Monday through Friday after 6:00 p.m. or prior to 5:00 a.m. will be considered an after business hour shipment and incur an additional service charge of \$95.00 per shipment.

Item 14: Document Copies

Shipper may access carrier's website and retrieve necessary documents at no charge. When a request is made to supply a copy of a proof of delivery or bill of lading for a shipment, a service fee of \$7.50 per document will be assessed. Under no circumstances will carrier provide an original bill of lading or delivery receipt.

Item 15: Sorting or Segregating

This charge is applicable when the driver is required to remove freight from the incoming pallet and sort product onto one or more separate pallets by mark, brand, sizes, flavors or other distinguishing characteristics. This charge is also applicable when the driver is required to assist in the loading or unloading of freight without use of the customer's handling equipment. This charge does not include any applicable charges for detention. Charges will be applied according to the Schedule of Accessorial Charges.

All charges outlined in this item are the responsibility of the paying party as listed on the original bill of lading.

Item 16: Storage

Storage charges on freight awaiting linehaul transportation will begin at 7 A.M. the first business day after freight is received by the carrier. Storage charges on undelivered freight will begin at 7 A.M. the first business day after notice of arrival has been provided. Storage charges will accrue every day thereafter including holidays and weekends.

Item 17: Vehicle Ordered not Used

This charge is applicable when equipment is ordered and cancelled after the unit has been dispatched. Charges are according to the Schedule of Accessorial Charges.



Item 18: Schedule of Accessorial Charges

Accessorial Charge	Charge	Min / Max
Blind Shipment	Service Not Offered	--
COD Shipments	Service Not Offered	--
Construction Site P/U or Delivery	Service Not Offered	--
Convention / Trade Show	Service Not Offered	--
Corrected Bill of Lading	\$10 (Flat)	--
Excessive Length	13-26 Ft. \$64 (Flat)	--
	+27 Ft. \$128 (Flat)	--
Hazardous Material Charge	Service Not Offered	--
High Cost Delivery (100-102)	\$45 (Flat)	--
High Cost Delivery (103-119)	\$25 (Flat)	--
High Cost Delivery (200-205)	\$25 (Flat)	--
Inside Pickup or Delivery	Service Not Offered	--
Linehaul Assessment Fee	\$10 (Flat)	--
Liftgate	Service Not Offered	--

Accessorial Charge	Charge	Min / Max
Marking or Tagging	\$1.75 per Piece	\$50 Min
Non-Commercial P/U or Delivery	Service Not Offered	--
Notify / Appointment	\$10 (Flat)	--
Re-Delivery	15% of Total Cost	\$35 Min
		\$250 Max
Reconsignment After Dispatch	\$2.00 per CWT	\$20 Min
Reconsignment Prior to Delivery	\$15 (Flat)	--
Single Shipment	Waived	--
Sort and Segregate	\$0.40 per Package	\$45 Min
		\$275 Max
Trailer Detention	\$51 per Day	--
Vehicle Ordered, Not Used	< 12,000 lbs = \$75 (Flat)	--
		> 11,999 lbs = \$300 (Flat)
Weight and Inspection	\$10 (Flat)	--

Any other accessorials to be approved prior to or during delivery

*All shipments are subject of the rules, classification provisions, liability limits and packaging requirements of the current NMFTA guidelines and SHIFT Freight Rules Tariff, which can be found at www.shifffreight.com

Section 4 | Definitions

ACCESSORIAL RATES & CHARGES: Additional fees assessed on a shipment due to additional services requested by the shipper, consignee, or third party. Services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party paying as stated on the original bill of lading. Upon request, carrier will make every effort to contact payer of freight charges that accessorial service is being performed. Lack of notification will not relieve the responsibility of the payer for accessorial charges. If an accessorial charge is the result of multiple deliveries, carrier will pro-rate accessorial charge based on piece count or weight.

BUSINESS DAY OR BUSINESS HOURS: Except as otherwise provided in individual items of this tariff, the term "Business Day" or "Business Hours" is defined as the time during which operations are generally conducted by the carrier. (5 a.m. to 6 p.m.) The following are excluded: Saturday, Sunday, or Holidays.



BILL TO: A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

DENSITY: Pounds per cubic foot calculated by dividing the weight by the length (feet) multiplied by the width (feet) multiplied by the height (feet) of the article. A vertical dimension of not less than 8 feet shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of: the nature of the article, packaging or lack of packaging, instructions by shipper, or pyramided or rounded off surfaces. A width of an article equal to or greater than 5 feet will be computed as having a width of 8 feet.

DISCOUNT: Negotiated percentage reduction from line haul charge.

FAK (FREIGHT ALL KINDS): The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or Freight All Kinds rates. If the shipper fails to identify the specific commodity or products, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

HOLIDAYS: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, President's Day, Christmas Eve, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. If a holiday falls on Saturday or Sunday, carrier reserves the right to extend holiday definition to either Friday or Monday. Additional Canadian Holidays: Victoria Day, Dominion Day, St Jean-Baptist Day, Boxing Day.

LTL: (Less than truckload) any one shipment that occupies 12 feet or less of the trailer and/or weighs 12,000 lbs. or less.

MINIMUM CHARGE: The lowest charges that can be applied for line haul charges for a shipment. It is not subject to further discounts or reductions.

PAYMENT TERMS: Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.



RATE QUOTE: A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 30 days on LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

SHIPMENT: An order of freight received from one shipper at one location and time, for one consignee at one destination and time, covered by one bill of lading whose weight includes all packaging, wrapping, and pallets used.

THIRD PARTY: A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

The signature of a carrier's freight driver/sales representative on any bill of lading other than carrier's bill of lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.