



SHIFT Freight, LLC

Tariff SHIFT 100-B

MC: 827881

Naming

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

Effective: October 20, 2014



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The following Rules Tariff outlines the legal terms and conditions governing all shipments tendered to SHIFT Freight, LLC for transportation and the responsibilities and requirements in the business relationship between SHIFT Freight, LLC (“SHIFT” or “Carrier”) and parties (“Customer”) who wish to engage the services of SHIFT to haul their goods.

Section 1 | Definitions & Related Requirements

ACCESSORIAL RATES & CHARGES: Additional fees assessed on a shipment due to additional services requested by the customer, consignor, consignee, or third party, which services are beyond the normal services included in the carrier’s line haul charges. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party responsible for payment of the line haul charges as designated on the 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.

BILL TO PARTY: A person or entity designated on the bill of lading as the party to whom the freight bill should be sent and who is neither the consignor nor the consignee.

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.

CONCEALED DAMAGES: Damages, shortages or loss of the contents of a shipping container discovered by the consignee that could not have been determined at the time of the delivery or were not noted on the bill of lading or delivery receipt at the time of delivery.

CONSIGNEE: Means the person named in a bill of lading to whom the goods are being delivered.

CONSIGNOR: Means the person named in a bill of lading as the person who tenders the goods to the carrier at the place of origin.



CUSTOMER: A person or entity having a business relationship with SHIFT as a shipper of goods and having the primary responsibility for payment of all charges relating to shipments tendered, directly or indirectly, to SHIFT for transportation.

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: A negotiated percentage reduction from SHIFT Freight's line haul Tariff rates.

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 10,000 lbs. or less, and/or 500 cubic feet 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: A "prepaid" designation on a bill of lading means that the consignor has primary responsibility for payment of freight charges; the consignee has secondary liability; A "collect" designation on a bill of lading means that the consignee has primary responsibility for payment of freight charges; the consignor has secondary liability. Regardless of the designation on



the bill of lading, the payment terms will be “collect” if the BILL TO party is an affiliate of the consignee.

Regardless of the designation on the bill of lading, to the payment terms will be “prepaid” if the BILL TO party and consignor are affiliated.

RATE QUOTATIONS: 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 4 business days from the rate quotation date.

SHIPMENT: An order of freight received for transportation from one consignor 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.

VOLUME SHIPMENTS: Any shipment that exceeds SHIFT’s LTL limitations (500 cubic feet, 12 lineal feet and/or 10,000 lbs). A rate quotation must be obtained by customer to cite an accurate cost to move the shipment.

Section 2 | Rules & Regulations

Item 1: Application of Rates

Unless specifically stated otherwise in an individually negotiated contract or a rate schedule, the maximum weight category allowed for discounts will be no greater than 10,000 lbs, 500 cubic feet, and/or 12 lineal feet. Any shipment exceeding these limits 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., with the class determined by the PCF table in item 8 and with a 50% discount with the exception of a rate quotation obtained and cited by the customer.

Discounted rates are subject to the tariff absolute minimum charge.



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 as noted in our accessorial schedule in Item 19.

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.

Any invoice that has aged over 45 days could be subject to collections. If payment is not recognized by SHIFT in this timeframe, the shipper could be responsible for the full undiscounted rate of the shipment.

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.

If payment is more than 15 days past due, SHIFT can hold freight and apply a late fee of 10% of total accounts payable balance compounded monthly.

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 per hour for total hours worked or a late penalty of 25% of total amount due compounding monthly, whichever is greater.

The venue for litigation between SHIFT Freight, LLC as plaintiff or as defendant, including the taking of depositions, will be Los Angeles County, CA. The prevailing party will be entitled to reasonable attorney fees.

In the event of a rate dispute, paying party has 30 days from invoice date to dispute freight charges. Standard payment terms apply regardless of any applicable invoice disputes. In the event payment has been made, paying party has 30 days from the time of payment to recover

disputed overpayment. After expiration of the 30-day period from time of payment, funds will be considered valid property of carrier and thus unrecoverable to paying party.

Third Party Billing: When designated on the bill of lading as a “bill to party”, carrier will invoice the customer’s broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the customer, consignor or the consignee in the event full payment of the freight charges is not received from 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 have the responsibility to pay the charges if the third party fails to do so within the time allotted under the applicable credit terms. 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.

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 the consignor shall have primary responsibility for the payment of all applicable charges.

Item 5: Mutual Indemnification

SHIFT shall indemnify and save harmless Customer 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 or caused by a breach of SHIFT's obligations hereunder or by the negligence of SHIFT, its agents, employees or representatives.

Customer 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 or caused by a breach of Customer's obligations hereunder or by the negligence of Customer, 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 SHIFT Freight and customer 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 SHIFT's applicable base rate per effective pricing tariff. If the origin or destination zip code is not within SHIFT's pricing tariff, a rate quotation will be provided based on SHIFT's cost to move the freight.

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 changes 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.
- Shipments without an NMFC# on the BOL are subject to be rated by density according to the table below
- Class corrections will be made when the charges resulting from a potential reclassification are greater than \$25 in revenue for SHIFT
- SHIFT reserves the right to override NMFTA guidelines and rate a shipment according to the table below if circumstances warrant such action

Pounds per Cubic Feet		
At Least	But Less Than	Classification
>50	--	50
35	50	55
30	35	60
22.5	30	65
15	22.5	70
13.5	15	77.5
12	13.5	85
10.5	12	92.5
9	10.5	100
8	9	110
7	8	125
6	7	150
5	6	175
4	5	200
3	4	250
2	3	300
1	2	400
<1	--	500

8.1 Unless otherwise stated in the applicable customer's 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.

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

8.3 Unless otherwise stated in the applicable customer's pricing agreement, goods classified as NMFC # 100240 (Household Goods) are subject to reclassification based on density (see table above).



8.4 Unless otherwise stated in the applicable customer’s pricing agreement, (Furniture, and all related parts, materials, components thereof) are subject to reclassification based on density. Including but not limited to: tables, chairs, sofas, lounges, benches, glides, chaise, beds, mattress, frames, cabinets, stools, chests, outdoor furniture, nightstands, closet, lockers, desks, armoires, etc.

8.5 Stowable/Stackable – Unless otherwise stated in the pricing agreement, if the product(or BOL) is either labeled or noted as DO NOT STACK or DO NOT BREAKDOWN, or has cones or devices that removes SHIFT’s ability to topfreight lighter product, or the product / packaging (or lack of packaging) characteristics do not allow for stacking – ie. Machinery – Classification will be based on density and height will be calculated assuming pallet height of 100”.

8.6 (RVNX) Unless otherwise stated in the pricing agreement, if an item requires a RVNX (release value not exceeding) be declared, and one is not present, SHIFT will default to the highest possible class in that specific group. IE below – If RVNX 90.00 per 100 lbs. is NOT on the OBOL, SHIFT will rate at class 92.5

47500	Chinaware, Earthenware, Porcelainware or Stoneware, NOI, released to value not exceeding \$90.00 per 100 pounds, see Note, item 47514, in boxes, crates, drums or Package 868	Class 70
47510	Chinaware, Earthenware, Porcelainware or Stoneware, NOI, not released to value of \$90.00 per 100 pounds, in boxes, crates, drums or Package 868	Class 92.5

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 only if 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: Governing Law

These Terms and Conditions of Service and the relationship of the parties shall be governed by the laws of the State of California, to the extent not pre-empted by federal law or treaties of the United States.

Item 12: 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 13: Inspection of Freight

All shipments handled by SHIFT are subject to inspection at any time, for any reason. By tendering the shipment to us, the customer is deemed to consent to such inspections and agrees 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.



SHIFT does not accept un-palletized freight. In the case that we do receive un-palletized freight, we will palletize that shipment and consider the added packaging as part of the W&I.

Item 14: Liability and Released Value

SHIFT applies the following limits of liability per pound 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 and will not be accepted. Shipments inadvertently accepted with an extraordinary value shall be considered released at \$5.00 per pound subject to a maximum of \$10,000 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 \$10,000 per trailer load.

Exceptions: Uncrated machinery, volume shipments, and any other shipments not rated according to the applicable customer's pricing agreement will be limited to a maximum of \$.10 per pound. Pallet Rate based Tariffs and Rate Quotations will be limited to a maximum of \$1.00 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 which 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.

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

No Liability for Consequential Damages: SHIFT shall not be liable in any case for any indirect, special, incidental, exemplary, consequential, or punitive damages, or damages for loss of profits, use or opportunity, whether or not such damages were foreseen or unforeseen, and whether or not SHIFT was advised of the possibility of such damages.

In the event damage occurs while in possession of motor carrier, and repair, etc. is required, claimant must provide carrier with an itemized bill documenting the necessary work. The following compensation will be provided to claimant for cost of repair, etc., which includes reasonable overhead cost.

Maximum Allowable Hourly Rate:

Professional: \$66.00 ***Licensed or Certified Repair, i.e. Tools, Appliances, Telecommunication Equipment, Electronics, Electrical Equipment, Machinery (Industrial, Precision or Office), HVAC, Computer

Installation, Maintenance/Repair/Recoup Workers, All Others Installation

\$44.00 ***All non-licensed or certified general repair, installation, maintenance, repackaging/recouping

The above hourly rates are based on an average and come from the National Occupations per the US Bureau of Labor Statistics. Rates will be adjusted annually.



Item 15: Off Bill Incentives

SHIFT will comply with the provisions of 49 USC 13708 - Billing and Collecting Practices relating to any refund, volume incentive refund, loading allowance or off bill discount offered by SHIFT.

Item 16: Offset of Freight Charges

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

Item 17: Pallet Exchange

SHIFT will participate in pallet exchange pick-ups based on availability. Pallet exchange is not guaranteed merely based on tender of a pick-up. The need must be communicated on the BOL and in writing via e-mail to dispatch@shiftfreight.com. SHIFT Freight will confirm the ability to complete pick-up within 2 hours of receiving the pick-up request. The charge for these services is \$25 per pallet.

Item 18: Precedence of Rates

THIRD PARTY SHIPMENTS

This section applies when the bill of lading indicates a party other than the customer, consignor, 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 for within twenty (20) days, less 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 customer 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 consignor will apply unless the consignor's pricing program does not apply on outbound collect shipments.

Item 19: Rate Quotes

The following article's terms are applicable for the treatment of rate quotations between the Customer and SHIFT:

1. Rate quotations take precedence over any contract rate currently on file. Rate quotations 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 rate quotations. Quote numbers must be shown on the original bill of lading. Rate adjustments due to a missing quote number will be assessed a \$10.00 per shipment re-bill charge.
3. Carrier liability on shipments moving pursuant to a rate quotation is limited to a maximum of \$1.00 per pound.
4. Rate amounts posted or received via the SHIFT website are an estimate of the current published tariff and are not rate quotations. 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. Rate quotations may be revised by SHIFT in the event the actual shipment characteristics vary from the shipment characteristics disclosed at the time of the rate quotation. If additional services are requested by carrier by the customer or freight characteristic (i.e. length, weight, etc.) differ from originally disclosed information, additional freight charges and applicable accessorial charges will be added to the quoted amount.

Item 20: Shipper Load and Count

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

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 21: Substituted Service

For its operating convenience, carrier reserves the right to utilize its brokerage authority 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 remain in effect.

Item 22: 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 23: 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 24: Advance Charges

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of 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, subject to a minimum charge of \$42.50.

Item 25: 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 26: 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.

Item 27: Driver’s Signature Only Acknowledges the Receipt of Freight

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.



Section 3 | Fuel Surcharge

Item 1: Fuel Surcharge (FSC) Description

The fuel surcharge is adjusted on Tuesday and is based on the US Department of Energy's National Average Diesel Fuel Index in effect. In the event there is a holiday on Monday, FSC will be adjusted on Wednesday of that week.

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 10,000 pounds or less. Shipment weighing 10,000 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:

From	To	FSC %
\$1.590	\$1.639	12.5%
\$1.640	\$1.689	13.0%
\$1.690	\$1.739	13.5%
\$1.740	\$1.789	14.0%
\$1.790	\$1.839	14.5%
\$1.840	\$1.889	15.0%
\$1.890	\$1.939	15.5%
\$1.940	\$1.989	16.0%
\$1.990	\$2.039	16.5%
\$2.040	\$2.089	17.0%
\$2.090	\$2.139	17.5%
\$2.140	\$2.189	18.0%
\$2.190	\$2.239	18.5%
\$2.240	\$2.289	19.0%
\$2.290	\$2.339	19.5%
\$2.340	\$2.389	20.0%
\$2.390	\$2.439	20.5%
\$2.440	\$2.489	21.0%
\$2.490	\$2.539	21.5%
\$2.540	\$2.589	22.0%
\$2.590	\$2.639	22.5%

From	To	FSC %
\$2.640	\$2.689	23.0%
\$2.690	\$2.739	23.5%
\$2.740	\$2.789	24.0%
\$2.790	\$2.839	24.5%
\$2.840	\$2.889	25.0%
\$2.890	\$2.939	25.5%
\$2.940	\$2.989	26.0%
\$2.990	\$3.039	26.5%
\$3.040	\$3.089	27.0%
\$3.090	\$3.139	27.5%
\$3.140	\$3.189	28.0%
\$3.190	\$3.239	28.5%
\$3.240	\$3.289	29.0%
\$3.290	\$3.339	29.5%
\$3.340	\$3.389	30.0%
\$3.390	\$3.439	30.5%
\$3.440	\$3.489	31.0%
\$3.490	\$3.539	31.5%
\$3.540	\$3.589	32.0%
\$3.590	\$3.639	32.5%
\$3.640	\$3.689	33.0%

From	To	FSC %
\$3.690	\$3.739	33.5%
\$3.740	\$3.789	34.0%
\$3.790	\$3.839	34.5%
\$3.840	\$3.889	35.0%
\$3.890	\$3.939	35.5%
\$3.940	\$3.989	36.0%
\$3.990	\$4.039	36.5%
\$4.040	\$4.089	37.0%
\$4.090	\$4.139	37.5%
\$4.140	\$4.189	38.0%
\$4.190	\$4.239	38.5%
\$4.240	\$4.289	39.0%
\$4.290	\$4.339	39.5%
\$4.340	\$4.389	40.0%
\$4.390	\$4.439	40.5%
\$4.440	\$4.489	41.0%
\$4.490	\$4.539	41.5%
\$4.540	\$4.589	42.0%
\$4.590	\$4.639	42.5%
\$4.640	\$4.689	43.0%
\$4.690	\$4.739	43.5%

From	To	FSC %
\$4.740	\$4.789	44.0%
\$4.790	\$4.839	44.5%
\$4.840	\$4.889	45.0%
\$4.890	\$4.939	45.5%
\$4.940	\$4.989	46.0%
\$4.990	\$5.039	46.5%
\$5.040	\$5.089	47.0%
\$5.090	\$5.139	47.5%
\$5.140	\$5.189	48.0%
\$5.190	\$5.239	48.5%
\$5.240	\$5.289	49.0%
\$5.290	\$5.339	49.5%
\$5.340	\$5.389	50.0%
\$5.390	\$5.439	50.5%
\$5.440	\$5.489	51.0%
\$5.490	\$5.539	51.5%
\$5.540	\$5.589	52.0%
\$5.590	\$5.639	52.5%
\$5.640	\$5.689	53.0%
\$5.690	\$5.739	53.5%
\$5.740	\$5.789	54.0%

When the DOE fuel index exceeds \$5.789 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 4 | 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 consignor 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 (COD) service is not offered. SHIFT will make an effort to identify “COD” requests stated on the BOL and alert the customer when possible that COD service is not available; provided, however, that in no event shall SHIFT be responsible for servicing COD requests that may have been included on the BOL and the shipment has been inadvertently accepted by SHIFT.

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 of Item 19: Schedule of Accessorial Charges.

Item 4: High Cost Delivery Zip Codes

Shipments delivering to zip codes outlined in Item 19: Schedule of Accessorial Charges, will be subject to a high cost delivery charge based on carrier’s determination of the best practice for said pickup or delivery.

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 Item 19: Schedule of Accessorial Charges.

Item 6: Single Shipment

A free for single shipments 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 responsible for the shipment's payment will be charged for the fees to return to the consignor.

Item 8: Non-Commercial Pickup or Delivery

SHIFT does NOT handle pickup or delivery of shipments to private residences. Any such shipment inadvertently accepted by SHIFT may be returned to the consignor at the customer's expense. If SHIFT chooses to deliver or pickup from a non-commercial location, the additional charge will be based on Item 19: Schedule of Accessorials. 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 times do 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 as set forth below 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, 30 minutes of free time is allowed for LTL shipments. The additional charge once free time is exceeded is \$100.00/hour thereafter. 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 not begin until possession thereof is taken by the carrier.

Carrier responsibility for safeguarding shipments to be 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. SHIFT Freight does not need pre-approval for this service.

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:

Definition of reconsignment:

- 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
- Charges according to Item 19: Schedule of Accessorials

Item 12: Redelivery

When a shipment is tendered for delivery and – through no fault of the carrier – such delivery cannot be accomplished, charges according to Item 19: Schedule of Accessorials will apply for each time the carrier returns to attempt 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 5:00 p.m. or prior to 8:00 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 to anyone other than the consignor or an original delivery receipt to anyone other than the consignee.



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 Item 19: 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 as per Item 19: Schedule of Accessorials.

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 Item 19: Schedule of Accessorial Charges.

Item 18: Guaranteed Service

Definition- SHIFT Freight will provide Guaranteed delivery by 5:00pm when requested by the consignor on the bill of lading at the time the shipment is tendered to the carrier. The Guaranteed delivery service days are based on the carrier's standard transit schedule as provided by SMC3 via Carrier Connect.

Requirements- The consignor must write "Guaranteed Delivery" on the bill of lading. The name of the person authorizing the Guaranteed service must appear on the BOL. SHIFT Freight reserves the right to accept or refuse any guaranteed service request.

Application- The charge for Guaranteed service does not include any other service(s). Charges for other service(s) will apply as provided in other items in this tariff or other publications. Guaranteed



service applies only to shipments originated by the carrier destined to locations served direct in the contiguous 48 states and Washington DC. If Guaranteed service is requested for a location not served direct, service is guaranteed to/from the point of interchange only.

Charges- The charge for Guaranteed Service to the destination will be based upon a negotiated fee between SHIFT Freight and the customer at the time of requesting the service. The charge for Guaranteed Service does not include any other services.

Inspection Clearance- Delays of the vehicle, because of Inspection purposes of lawful authorities, will increase the customer's requested time by the same delay time for each shipment using guaranteed service.

Guarantee- In the event the carrier fails to deliver the shipment on or before 5:00 PM of the service date specified by the carrier's standard transit schedule, the customer may file for 100% reimbursement of the freight charges within 45 days from the standard delivery date. The request for invoice adjustment can be made through customerservice@shiftfreight.com or through the local customer service center.

If the consignee refuses the shipment or is unable to receive the shipment, the Guaranteed Service charge will still apply, however the negotiated date will not apply. The delivery receipt will be used to identify when the shipment was attempted for delivery.

If a shipment is delivered short due to SHIFT Freight's negligence, the customer may file for 100% reimbursement of the freight charges. If our investigation shows the shortage was not due to SHIFT Freight's negligence, there will be no reimbursement.

If a shipment is received to the consignee damaged, the customer may file a claim for reimbursement of only the merchandise that was damaged. If our investigation shows the merchandise was not damaged by SHIFT Freight, then there will be no reimbursement.

SHIFT Freight is not responsible for delays in service due to the final consignee's request for appointments, notifications, or other delays imposed to SHIFT Freight by the consignee.

The Guaranteed Service and the provisions as stated in this tariff, will not apply in the event SHIFT Freight is unable to deliver the shipment within the time and date negotiated due to causes beyond the control of SHIFT Freight, including, but not limited to:

- Catastrophic events or severe weather conditions that disrupt transportation.
- Any disturbance of violence or possible disturbance that creates any sort of danger.



- Government regulations.
- Riots.
- Strikes or labor disputes.

Except as provided in this Item 18, SHIFT Freight will not be liable for any consequential or special damages, lost profits or attorney's fees if it fails to deliver all or part of the shipment or fails to meet the agreed date and time of a guaranteed delivery.

Charges- Shipments for which Guaranteed service is provided, in addition to all other charges, will be subject to the percentage rate but not less than the MIN in Item 19 (Schedule of Accessorial Charges). The guaranteed fee will be included in the linehaul charges and be subject to fuel surcharge.



Item 19: Schedule of Accessorial Charges

Accessorial Charge	Charge	Min / Max
BOL Preparation Fee	\$15 (Flat)	-
Blind Shipment	Service Not Offered	-
COD Shipment	Service Not Offered	-
POD required to Pay Invoice	10% of Total Cost	\$15 Min
Construction Site P/U or Delivery	Service Not Offered	-
Convention / Trade Show	Service Not Offered	-
Corrected Bill of Lading	\$10 (Flat)	-
Credit Card Payment	4% of Total Cost	-
Excessive Length	13-26 Ft. \$64 (Flat)	-
(Per Foot)	+27 Ft. \$128 (Flat)	-
Guaranteed Service	Service Not Offered	-
Hazardous Material Charge	Service Not Offered	-
High Cost Delivery (100-103)	\$60 (Flat)	-
Inside Pickup or Delivery	Service Not Offered	-
Linehaul Assessment Fee	\$10 (Flat)	-
Liftgate *	See Chart Below	-

* Applies for both Origin and Destination Regions

* Any Region Not Specified is a Non-Service Region

Accessorial Charge	Charge	Min / Max
Marking or Tagging	\$2.10 per Package	\$50 Min
Military Deliveries	Service Not Offered	-
Non-Commercial P/U or Delivery	Service Not Offered	-
Notify / Appointment **	\$10 (Flat)	-
Redelivery	9.20 CWT	\$90 Min \$950 Max
Reconsignment After Dispatch	\$3.05 per CWT	\$60 Min
Single Shipment	Waived	-
Sort and Segregate	\$1.90 per Package	\$55 Min \$215 Max
Storage	\$7 per CWT	\$25 Min
	Starts after 48 Hours	\$140/day
Trailer Detention	\$100/hr after first 1/2 hr	-
Vehicle Ordered Not Used	\$75 (Flat)	-
Weight and Inspection	\$10 (Flat)	-

Any other accessorials must be approved prior to or during delivery

**SHIFT does not need pre-approval for this accessorial

Region	AL	NC	S-FL	N-FL	S-GA	N-GA	SC	TN	VA	S-MI	N-MI	DALTX	HOUTX	MN	W-IL	IN	IA	SD	KS	NE	MO	WI
Zip Range	All	All	330-332	320-329, 333-349	310-319, 398-399	300-309	All	All	All	480-492	493-499	750-769	770-789	All	608-627	All	All	All	All	All	All	All
Liftgate Charge	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$40	\$40	\$20	\$20	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50

Item 20: Service Not Offered Accessorials

This applies to all accessorials identified on Item 19: Schedule of Accessorials as “Service Not Offered”. SHIFT will make an effort to identify shipments requiring services SHIFT does not offer and alert the customer when possible; provided, however, that in no event shall SHIFT be responsible for servicing such requests that may have been included on the BOL and the shipment has been inadvertently accepted by SHIFT. In the event the shipment must be returned to the Consignor, the party responsible for the shipment’s payment will be charged for the fees to perform this service.

When the situation permits, SHIFT will outsource the service required and adjust billing to reflect the updated charges to SHIFT.



Item 21: Breaking Down Pallets

SHIFT Freight reserves the right to break down freight for loading purposes.

SHIFT Freight will honor the customer's request to not break down a pallet if a) the BOL states that pallets should not be broken down, and b) the freight is at least 110" in height.

If the customer states to not break down the pallet and the freight is not 110" in height, SHIFT Freight reserves the right to have the freight broken down or safely stacked for loading purposes. If the customer states "Do not stack or break down," the pallet would be assumed to be 110" in height and will be classed accordingly.

Item 22: Container Freight Station

Container Freight Station Pick-ups require all necessary documents at the time of dispatch. In the event appropriate documents are not presented at the time of pick-up, dry run fees will apply. In order to obtain and equip the driver with the delivery order and other applicable documents, SHIFT Freight charges \$150. This fee does not include standard detention fees.