

**A. DUIE PYLE, INC.**

**(MC 39140 and Subs)**

**LOCAL MOTOR FREIGHT TARIFF**

**OF**

**RULES AND OTHER PROVISIONS  
GOVERNING TARIFFS REFERRING HERETO**

ISSUED: April 13, 2017

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ISSUED BY:  
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West Chester, PA 19381

Provisions here in will have no effect on the quality of the human environment

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

**RULES AND REGULATIONS**

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For explanation of abbreviations and reference marks refer to Item 995.

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**ITEM 101**

**DEFINITIONS**

1. **DIRECT SERVICE AND SERVED DIRECT**, as used in this tariff or in tariffs subject hereto means transportation service performed by a carrier with its facilities and vehicles or those of its agent.
2. **LOCAL HAUL**, as used in this tariff, or in tariffs subject hereto, means the transportation of shipment by one motor carrier under a local rate, whether pickup service at a point of origin or delivery service at destination is performed by such carrier or for its account by another carrier.
3. **NATIONAL MOTOR FREIGHT CLASSIFICATION**, as used in this tariff means National Motor Freight classification ICC NMF 100 Series, National Motor Freight Traffic Association, Inc., Agent.
4. **TRUCKLOAD** shall be understood to mean any shipment billed at the truckload class rates under Item 990 (WEIGHING AND WEIGHTS – TRUCKLOAD MINIMUM WEIGHTS) of this tariff or at truckload commodity rates in tariffs subject hereto. In case of ratings or rates which apply “any quantity” or which are the same on all shipments weighing 5,000 pounds or more, a shipment weighing 20,000 pounds or more shall be deemed a truckload for the purpose of applying rules and accessorial charges (not transportation charges) governing truckload shipments.
5. **CARRIER’S TERMINAL**. Where rates are published from or to carrier’s terminal, the term “carrier’s terminal” refers to the terminal of the carrier which performs the transportation under such rates (unless otherwise provided in rate items or rate applications).
6. **RATE BASIS NUMBERS (RBN) and RATE SCALE NUMBERS (RSN)** are synonymous and interchangeable terms.
7. **MIXED SHIPMENTS**. The term “mixed shipments” as used in the application of commodity rates or exceptions classes restricted to “mixed shipment” or “mixed shipments” means a single shipment consisting of separately described commodities in separate items of the NMFC. Each individual shipment must consist of such separately described commodities when commodity rates or exceptions classes are restricted to apply only in “mixed shipment” or “mixed shipments”.
8. **TRUCKLOAD WEIGHT BREAK** – Shipments rated at the 20,000, 30,000 or 40,000 pound rates.

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**ITEM 102**

**DEFINITIONS**

1. The term "Business Day" or "Business Hours" mean that time during which operations are generally conducted by the carrier where the service is performed. These terms do not include Saturdays, Sundays or Holidays.
2. The term "Holidays" shall mean:  
  
New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day or any other day generally observed as a holiday by carrier at the point at which the service is performed.

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**ITEM 150**

**APPLICATION OF TARIFF**

Rates, Rules and other provisions of this tariff or in tariffs governed by this tariff having application on interstate traffic, will also apply on intrastate.

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**ITEM 160**

**APPLICATION OF RATES  
ANY QUANTITY (AQ) RATINGS**

Unless otherwise specifically provided, when a classification or exception rating applies on articles "any quantity" and no "any quantity" rates, charges or provisions are provided in tariffs subject hereto, the LTL rates, provisions or charges published in tariffs subject here will apply.

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**ITEM 163**

**APPLICATION OF RATES  
ALLOWANCE AND DISCOUNT TARIFFS**

Rates and charges named in this tariff are not to be reduced, unless provided in Tariff PYLE 102 Series, (Tariff or Allowances and Discounts), issued by A. Duie Pyle, Inc.

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**ITEM 164**

**APPLICATION OF RATES  
PRECEDENCE OF DISCOUNTS (NOTE B)**

- A. Unless specifically stated otherwise in items making reference hereto, shipments will be subject to the provisions of no more than one discount, commodity or exception rate item.
- B. When a shipment is subject to a discount at an origin point and discount provisions destination point, the discount for the party responsible for the freight charges will apply. (NOTE A)
- C. When a shipment is subject to a discount at a destination point and not subject to a discount at origin point, the provisions of the discount at the destination point will apply only on collect shipments.

NOTE A: When a shipment carries instructions to bill freight charges to a third party who is neither the consignor nor the consignee, the shipment will be considered prepaid.

NOTE B: When the term "discount" is used in connection with this item it will include discount allowances, commodity rates, exception rates or any other form of reduction, from general class rate levels shown in Tariff PYLE 500 Series.

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**ITEM 167**

**ABSOLUTE MINIMUM CHARGE**

When applying a discount to a shipment originating and delivering in the carrier's direct service area the charges shall not fall below the absolute minimum charges shown below. In the event the zip codes differ on the absolute minimum charge, the higher of the two minimum charges will apply.

**Sections 4 and 5**

Absolute Minimum Charge: \$107.73										
010	024	057	083	131	143	155	171	183	196	443
011	028	060.1	084	132	144	156	172.1	184.1	197	444.1
013	029	061	085	133.1	145	157	173	185	198	445
014	030	062	086	134.1	146	159	174	186.1	199.1	446.1
015	031	063	088.1	135	147.1	160	175	187	210	447
016	032.1	064	088.2	136.1	148.1	161	176	189	211	448.1
017	033	065	089	137.1	149	162	177.1	190	212	449.1
018	039	066	120	138.1	150	163.1	178	191	219	
019	040	067	121	139	151	164.1	179	192	439.1	
020	041	069	122	140	152	165	180	193	440.1	
021	052	080.1	123	141	153	166	181	194	441	
022	055	081	130	142	154	170.1	182	195	442	
Absolute Minimum Charge: \$122.09										
	023	037.1	070	073	076	082.1	184.2	208	217	
	034	038.1	071	074.1	077	168	186.2	209		
	036	068	072	075	079	170.2	207	214		
Absolute Minimum Charge \$137.93										
012	042.1	053	080.2	105	110	115	125	164.2	226	434.1
027	043	060.2	082.2	106	111	116	126	199.2	254	435.1
032.2	045	074.2	087	107	112	117	127	215.1	260.1	436
037.2	048	078.1	103.	108	113	118	128	216	261.1	
038.2	049.1	078.2	104	109	114	124	158	218	265.1	
Absolute Minimum Charge \$171.39										
025	050	133.2	167	203	223	255	263	432	444.2	454
026	051	134.2	169	204	247	256	264	433	446.2	455
035	054	136.2	172.2	205	248	257	265.2	434.2	448.2	456
042.2	056	137.2	177.2	206	249	258	266	435.2	449.2	457
044	058	138.2	188	215.2	250	259	267	437	450	458
046	059	147.2	200	220	251	260.2	268	438	451	
047	119	148.2	201	221	252	261.2	430	439.2	452	
049.2	129	163.2	202	222	253	262	431	440.2	453	
Absolute Minimum Charge \$219.81										
				100	101	102				
Section 6										
	Absolute Minimum			\$126.38	\$217.60 **	** DC and NYC, NY				

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**ITEM 167-1**

**Absolute Minimum Charge – Partnership**

When applying a discount to a shipment originating prepaid or delivering collect in the carrier's direct service area from or to the partner areas the charges shall not fall below the absolute minimum charges shown below

From/To Canadian Provinces	Charge	From/To the States of	Charge
ON, PQ, NF, NS, NB, PE	\$185.20	AL, AR, DC, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS,	\$126.38
MB SK, AB, BC, YT, NT, NU	\$219.81	NC, OH, OK, SC, TN, TX, VA, WI, WV	

**ITEM 170**

**Application of Classes  
(Exceptions to NMFC 100 Series Items 170 and 421)**

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

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

(See Notes 1 & 3) When one or more of the articles are not accurately identified on the bill of lading and the actual density of the articles can be determined by the carrier, the shipment will be rated at the applicable class shown in Table 1, based on the actual density of the shipment.

For commodities that are subject to class ratings that are dependent on the actual density or density group, shipper must show on bills of lading and shipping orders at time of shipment the actual density or density group. If the actual density or density group is not shown and shipment is inadvertently accepted, charges will initially be assessed on the basis of the density subject to class 150. If there is no density subject to class 150, the next highest class applicable, regardless of density, will apply. Upon submission of satisfactory proof of the actual density, freight charges will be adjusted to the basis of the class applicable to such density. (See Notes 2 & 3) When the actual density of the articles can be determined by the Carrier, the shipment will be rated at the applicable class shown in Table 1, based on the actual density of the shipment.

For commodities in the NMFC that are designated with the classification of "0" or listed as "not taken" or "not accepted", these will be assigned a class 150 rating, and rates will be assessed on that basis. When one or more of these items shown on the bill of lading can have the actual class shown in Table 1, based on the actual density of the shipment.

Note 1: Upon submission of satisfactory "proof" of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class.

Note 2: Upon submission of satisfactory "proof" of actual density, charges will be adjusted to the basis of the class applicable to such density.

Note 3: "Proof" is described as an invoice or packing slip along with a pre-printed specification sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the specification sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original Bill of Lading.

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**ITEM 170 Continued**

Table 1

Density (PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	150
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

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**ITEM 290**

**Cubic Capacity – Minimum Density**

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a minimum charge, based upon a calculated weight and the applicable rate. The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof. The applicable rate shall be determined from otherwise applicable provisions including but not limited to tariffs, rate scales, rating, discounts, percentage expressions and commodity rates. However, shipments subject to NMFC class (not exception) ratings or multiple rates (of any type) shall be rated at the applicable class 85 rates in lieu of the actual NMFC classification or multiple rates.

i. Method of determining cubic capacity and density charge:

- A. A density minimum charge will apply on a shipment only if it occupies more than 750 cubic feet of a trailer as tendered for shipment and if its density as tendered is less than 6 pounds per cubic foot. Such shipments will be subject to a minimum charge using a proforma weight calculated at 6 pounds per cubic foot. The shipment will be rated at the applicable class 85 using all of the applicable tariffs. Customer's applicable discount will apply. When no discount is available a 35% discount will be applied
- B. A vertical dimension of 85 inches or actual height, whichever is greater, will be used to calculate cube for units that cannot be top loaded with like freight due to any of the following:
  - a. The nature of the article
  - b. Packaging or lack of packaging used
  - c. Pallets are in a "pyramided", "rounded off", or "topped off" fashion, and/or
  - d. Specific instruction by the shipper on the bill-of-lading, on the actual articles as tendered, or by the Consignee to the effect that no other freight is to be on top of the article
- C. A horizontal dimension of eight feet will be used to calculate cube for the units that cannot load side by side in the trailer and will not allow for loading of other normal skids beside them.
- D. Same day multiple shipment pick-ups from the same shipper, having the same consignee, will be considered as one shipment for provisions of Item 290 to apply.

The provisions of this item are not applicable in connection with shipments subject to "Capacity Load" – Item 390, 101-Series or "Control and Exclusive Use of Vehicle" – Item 470, 101-Series provisions

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**ITEM 300**

**ADVANCING CHARGES**

Unless otherwise instructed by the shipper or consignee, the carrier may advance or pay charges for wharfage, handling, usage, loading or unloading at piers, wharves, dockside terminals or warehouse. Such charges advanced are to be collected with the transportation charges.

The fee for advancing charges shall be 3% of the charge advanced but not less than \$20.00.

Charges specified in this item must be entered on Bill of Lading in such manner as to accurately describe their exact character.

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**ITEM 345**

**ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**A. ARRIVAL NOTICE**

The following constitutes an arrival notice by the carrier:

1. Actual tender of delivery at consignee's place.
2. Notice by telephone or mail not later than the next business day following the arrival of the shipment.

**B. UNDELIVERED FREIGHT**

**SECTION 1 – CHARGES**

Refused or unclaimed shipments will be subject to the follow provisions:

If consignee requests redelivery original destination then the charges under Item 830 (Redelivery) in this tariff will apply.

**SECTION 2 - RETURNED OR REFORWARDING FREIGHT**

- A. When a shipment is refused or unclaimed the carrier will give notice by telephone or in writing to the shipper.
- B. Upon instructions of shipper, the shipment will be returned to the shipping point using the lawful tariff rates.
- C. If the shipment is to be reconsigned then provisions of Item 820 (Reconsignment/Diversion) of this tariff will apply. (NOTE B)

Note A: Shipment must be picked up within 2 days of the date of arrival or be subject to Item 910 (Storage) of this tariff

Note B: If disposition of shipment is given later than 2 days after notification, then Item 910 (Storage) of this tariff will apply in addition to all other charges.

Note C: When the consignee cannot be located, or for any other reason beyond the control of the carrier, a shipment cannot be delivered at the address given in the bill of lading, the shipment will be deemed refused.

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**ITEM 360**

**BILLS OF LADING**

**A. BILLING – THIRD PARTY**

When a party other than the consignor or the consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of the shipment.

**CONDITIONS OF PAYMENT TERMS**

1. If the third party clearly has a connection with the shipper, the shipping terms shall be prepaid regardless of the terms on the bill of lading.
2. If the third party clearly has a connection with the consignee the shipping terms shall be collect regardless of the terms on the bill-of-lading.
3. If the third party has no apparent connection with either the shipper or the consignee the following will apply:
  - a. Terms – Prepaid the bill shall be Prepaid.
  - b. Terms – Collect the bill shall be Collect.
  - c. No terms on the bill of lading other than third party the bill shall be Prepaid.

**B. CORRECTED BILL OF LADING**

1. A corrected bill of lading or other instructions changing terms from Prepaid to Collect will not be accepted after the shipment has been delivered.
2. Any change in terms will not be accepted after payment has been received.
3. A corrected bill of lading to change terms from Prepaid to Collect will not be accepted if Section 7 (Non-recourse clause) of the corrected bill of lading has been signed by the consignor.
4. A request to change the original freight charge collection status from Collect to Prepaid will require a corrected bill of lading from the shipper and the shipper must have established credit with Carrier. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in lieu of a corrected bill of lading, subject to all other provisions of this item.
5. When the carrier is instructed after the shipment has been picked up, to bill the freight charges to a third party and such information is not shown on the bill of lading at time of shipment, a corrected bill of lading must be received from the responsible party to guarantee payment of charges and third party must have established credit with Carrier.
6. Corrected bills of lading changing the description, density or weight of commodities, released, declared or actual value will not be accepted without submission of documentary proof that the description (original invoice, descriptive literature), density or weight is as claimed on the corrected bill of lading.
7. An additional charge of \$20.00 will be assessed for the processing of the new billing in addition to all other applicable charges and will be billed to the party paying for the freight charges.

**C. BILL OF LADING PAYMENT TERMS**

If a bill-of-lading does not show a status on the terms of payment the freight shall move prepaid and the shipper shall be responsible for the freight charges.

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For explanation of abbreviations and reference marks refer to Item 995.

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

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D. COMBINING OF BILLS OF LADING

When Carrier is requested to combine multiple bills of lading into one invoice a charge of \$25.00 shall be applicable in addition to all other lawful charges.

Qualifying shipments are when a carrier receives two (2) or more shipments from the same shipper, on the same date, at the same place, at the same time consigned to the same consignee at a single place delivered at the same date and time.

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**ITEM 370**

**BLIND OR HIDDEN SHIPMENTS**

When requested, the carrier will replace the bill-of-lading tendered at time of pick up by the shipper with another bill-of-lading which may change the shipper's name, routing, and/or billing instructions. A charge of \$100.00 will be applicable in addition to all other lawful charges. The party requesting the change will be responsible for payment.

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**ITEM 390**

**CAPACITY LOADS**

SECTION 1                      TRUCKLOAD SHIPMENTS

Except as otherwise provided in tariffs governed hereby, when a TL shipment exceeds the quantity that can be loaded in or on a single vehicle, the following provisions will govern:

- A. The weight on each fully loaded vehicle will be charged at the actual weight. (Note A)
- B. Not more than one vehicle may be loaded to less than full capacity. The weight on the vehicle loaded to less than full capacity will be charged at the TL rate, subject to a minimum weight of 5,000 pounds, but not in excess of that based on the LTL rate at the actual weight.
- C. The minimum TL weight for each fully loaded vehicle shall be the minimum weight provided for in the governing tariff or classification.
- D. Where different truckload rates subject to different minimum weight on the same traffic are in effect, such rate will apply alternatively, each one subject to its companion minimum weight, and each one subject to this item. The lower or lowest charge under any one of such different rates and its companion minimum weight, applied to the entire shipment, will be assessed.
- E. On mixed shipments, the minimum charge for the entire shipment will be based on the rate, and minimum weight for the commodity having the greatest weight in the shipment computed in accordance with paragraph B of Section 1 above.

The provisions of this section will not apply on shipments subject to the provisions of Item 470.

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SECTION 2 CHARGES ON LESS THAN TRUCKLOAD

- A. When a single LTL or mixed LTL shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle, the freight on each fully loaded vehicle will be charged for at the truckload rate and minimum weight of 20,000 pounds. In the case of mixed LTL rated shipments, the lowest class may be used to make up any deficit weight in the TL minimum weight of 20,000 pounds.
- B. The charge for the excess or overflow from the fully loaded vehicle or vehicles will be computed on the actual weight and applicable LTL rate, but not more than the charge at the TL rate at the minimum truckload weight of 20,000 pounds.

SECTION 3 CONDITIONS AND DEFINITIONS

1. The term "fully loaded," "full capacity," and "loaded to capacity" as used herein are synonymous, each term meaning that quantity of freight which in the manner loaded, so fills a vehicle that no additional articles of the shipping form tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicles, or when the palletization, packaging or segregation requirements result in 75% or more of the vehicle's linear floor space being occupied. Loading shall in no case exceed the maximum weight that may be lawfully transported in the vehicle from origin to destination.
2. The carrier shall endeavor to furnish the largest available vehicle(s). The shipper shall have the right to refuse the vehicle(s) offered, but once the loading has begun, the provisions of this item will apply.
3. On shipments in trailers received from or delivered to water carriers or air carriers, each trailer will be considered as fully loaded to capacity and the weight on each trailer, regardless of size, will be charged for at actual weight but not less than the truckload minimum weight of 20,000 pounds. Two trailers each 20 feet or less in length coupled together will be considered as one trailer for the purpose of this paragraph.
4. When a shipment requires a vehicle equipped with mechanical refrigeration, capacity thereof shall be 1,800 or more cubic feet.

Note: Same day multiple shipment pick-ups from the same shipper and shipping location having the same consignee will be considered as 1 shipment.

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**ITEM 407**

**CLAIMS – LOSS AND DAMAGE – DISPUTED CLAIMS**

In handling loss and damage claims, any claim disputed by either carrier or claimant will be submitted to the Transportation Arbitration Board, National Motor Freight Council, 1616 P. St., NW, Washington DC 20036 for disposition.

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**ITEM 407-1 (C)**

**CLAIMS  
CONCEALED LOSS OR DAMAGE**

1. Concealed loss or damage claims must be filed with carrier within five (C) (5) days after delivery.
  2. No claims will be allowed unless carrier has been given the opportunity to inspect the freight in the original container.
  3. All claims must be presented in writing in strict accordance with claim procedures.
  4. No deduction from freight charges due Carrier will be allowed.
- 

**ITEM 407-2**

**CLAIMS  
LABOR RATE**

When the carrier is charged by the claimant for labor charges in no case shall the labor rate be more than \$50.00 per hour.

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**ITEM 420**

**CLASSIFICATION OF ARTICLES  
GENERAL COMMODITY DESCRIPTIONS**

Except where the exception rating description is specifically restricted to particular packing requirements, subs or other qualifications, exception rating referring to NMFC items apply on the articles named in the exception rating item subject to the complete packing requirements and other qualifications applicable under the NMFC item referred to, including:

1. Any generic heading, caption and notes applicable thereto, that govern such NMFC Item.
2. The application of all subs immediately following such NMFC Item.
3. All notes applicable to such NMFC Item and Sub.
4. All packaging permitted (specifically or by alternate container rules) under such NMFC Item and Sub.

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**ITEM 430**

**COD (Collect on Delivery) SHIPMENTS**

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SEC 1. Shipments must be tendered on "Uniform Straight", "Straight Bill-of-Lading – Short Form" or "Straight" bill-of-lading forms as shown in the NMFC. The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee; OR "COD" in red letters at least 1 inch in height with thickness stroke of 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading – Short Form there must be shown in the space provided for this purpose or in the lower left hand corner or space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$ \_\_\_\_\_ and remit to:  
\_\_\_\_\_ Street  
\_\_\_\_\_ City  
\_\_\_\_\_ State \_\_\_\_\_ Zip

COD Charge to be paid by:

Shipper  Consignee

SEC 2. Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with Item 580 of the NMFC 100-Series classification.

SEC 3. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.

SEC 4. COD shipments will not be accepted when billed to one firm or person with instructions to collect charges from another firm or person.

SEC 5. COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SEC 6. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.

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SEC 7. Only the following forms of payment will be accepted in payment of COD amounts: (1) cash, up to a maximum of \$250.00. See Note; (2) bank cashier's check; or (3) personal check of the consignee or other negotiable instruments when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks shall be made payable to the consignor. The carrier will accept checks only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and other negotiable instruments of payment to consignor. All checks and other negotiable instruments of payment are accepted at shipper's sole risk; including, but not limited to, the risk of non-payment, fraud and forgery; and A. Duie Pyle, Inc. shall not be liable upon any such instrument.

Note: Limit on amount of cash that will be accepted does not apply when COD shipments are picked up by consignee, or his agent at carrier's terminal.

SEC 8.

- A. COD shipments requiring next day delivery will be accepted only when the payment terms for the COD reads "Customer Check Acceptable".
- B. If carrier inadvertently accepts a COD shipment requiring next day delivery with payment terms other than those in paragraph A will revert to "Customer Check Acceptable" in lieu of terms of the bill-of-lading.

SEC 9. Any charge as provided for in carrier's tariffs for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks and other negotiable instruments of payment made payable to the consignor.

SEC 10. Upon collection of a COD bill, the carrier collecting shall remit each COD collection directly to the consignor promptly and within fifteen (15) days after delivery of the COD shipment to the consignee.

SEC 11. Charges for collection of COD's are as follows: 4.5% of COD. Amount subject to a minimum charge of \$45.00.

SEC 12. Carrier will, upon written request from the consignor, change the status of a COD shipment. The request must be received by the carrier in time to accomplish the change requested prior to effective delivery of the shipment. A charge of \$37.00 will be assessed in addition to all other charges. Charges would then have to be prepaid or guaranteed by the shipper. Every effort will be made on the part of the carrier to insure that the changes are made; however, the carrier does not obligate itself to perform such change.

SEC 13. Carrier will upon written authorization from consignor, change the form of payment of COD amount to accept consignee's personal check when such form of payment was not originally authorized. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will be assessed the applicable redelivery charge as provided in Item 830 of this tariff. Consignor must guarantee payment of redelivery charges.

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**ITEM 430 Continued**

SEC 14 The carrier shall not be liable for the collection of the COD amount whenever either of the following conditions apply:

- A. When the shipper fails to mark the Bill-of-Lading, Shipping Order and Packages in compliance with Sections 1 and 2 of this item.
- B. When the carrier inadvertently fails to collect the proper form of COD or COD amount and the shipper files no written claim with the carrier, for same, within 30 days of the shipment's delivery.

SEC 15 The carrier will forward COD amounts collected by US Mail. The carrier is not responsible for items lost in the US Mail.

**SEC 16 CANCELLATION OF COD**

Carrier will accept only written instructions from the shipper to return the shipment or to change the bill-of-lading provisions on collect on delivery (COD) shipments subject to the provisions of NMFC Item 430 by increasing, reducing or canceling the COD amount.

- A. A charge of \$ 37.00 per shipment will be assessed in addition to other lawful charges.
- B. All charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.
- C. Carrier does not obligate itself to accept the changes provided herein but upon request a reasonable effort will be made to do so, subject to the provisions herein.

Note A: In the event carrier fails to collect COD amount from the consignee, carrier's maximum liability for said COD amount shall be the invoice value of the freight but not greater than \$5,000.00

Note B: Consignor shall have no recourse on carrier if a period of thirty days elapses from time of delivery to notification to the carrier of an uncollected COD amount.

Note C: To avoid additional charges COD shipments greater than \$249.00 will be held 1 day for the purpose of the carrier notifying consignee of the total monies due.

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**ITEM 470**

**CONTROL AND EXCLUSIVE USE OF VEHICLES**

When, upon request, a shipment is accorded one or more of the special or expedited services specified in Section 1 of this item, in addition to the normal service of the carrier, the charges and conditions set forth in Section 2 below will apply:

**SECTION 1**                      **SPECIAL EXPEDITED SERVICE**

1. Shipment is picked up and transportation commences at hours requested.
2. Shipment is expedited in an attempt to meet such delivery schedule as may be requested.

**SECTION 2**                      **CHARGES AND CONDITIONS**

Charges are as follows:

Charged at 10M# Rate Class 100 on 14,000#'s  
- Or -  
Truckload rate at actual class, whichever results in a higher charge.

1. When a shipment is tendered under this item, the request must be given in writing, attached and referred to or inserted on the bill-of-lading and shipping order.
2. Only one (1) freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second bill-of-lading.
3. Charges for pickup or delivery on Saturdays, Sundays or holidays published in this tariff will apply in addition to the above charges.
4. When shipments are transported under the provisions of this item, the provisions of Item 900 (Stopoffs) will not apply.

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**ITEM 475**

**Courier Service**

When requested, the carrier will have a driver stop at a location other than the shipping location for the purpose of picking up documentation for the shipment. A charge of \$25.00 will be applicable in addition to all other lawful charges. The party requesting the service must guarantee payment of this charge.

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**ITEM 480**

**CUSTOMS OR IN-BOND FREIGHT**

A charge of 2.00 per hundredweight with a \$40.00 minimum charge will be assessed for the handling of IN-BOND freight. The charge applies when Carrier or Partner Carrier performs paperwork necessary for shipment to clear U.S. / Canadian Customs.

Charge shall be assessed to the Party responsible for the freight charges.

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**ITEM 485**

**DEDUCTIONS FROM FREIGHT CHARGES**

The deduction of loss and/or damage claims from freight charges is unlawful and is prohibited.

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**ITEM 500**

**DETENTION: VEHICLES WITH POWER UNITS**

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

**SECTION 1**                      **GENERAL PROVISIONS**

- A. This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates, which includes shipments rated at a minimum weight of 10,000 pounds, or shipments that fall under Item 390 (Capacity Load) of this tariff.
- B. The detention charges will be assessed against the consignor in the case of loading and against the consignee in the case of unloading. If the detention charges are attributable to others not party to the bill of lading, then the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A).
- C. When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether the power unit is actually detained.
- D. Nothing in this item shall require the carrier to pickup or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at ours other than its normal business hours.

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

**SECTION 2**                      **DEFINITIONS**

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

- VEHICLE:                      Straight trucks or tractor-trailer combinations.
- LOADING:                     Includes furnishing carrier with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.
- UNLOADING:                 Includes:
  - 1.            Payment of lawful charges to the carrier when required prior to the delivery of the equipment.
  - 2.            Notification to the carrier that vehicle is unloaded, including signing of the delivery receipt.
- PREMISES:                  The entire property at or near the physical facilities of consignor, consignee, or other designated carrier.
- SITE:                          Specific location at or on the premises of consignor, consignee, or other designated party.
  
- NORMAL/ NON-  
WORKING PERIODS:         Meals, coffee breaks, lunch breaks.
- PALLET:                      Pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

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**SECTION 3 COMMENCEMENT OF TIME**

**A. Commencement and Termination**

1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative may enter the time of arrival onto carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
2. Time shall end upon completion of loading or unloading except as provided for in paragraph "C" of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

**B. Prearranged Scheduling**

1. Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading during the carrier's normal business hours. Request for prearranged scheduling may be oral or in writing.
2. If carrier is unable to maintain the appointment time, the parties shall have the option to reschedule the appointment. In the event that such an agreement cannot be reached, then detention time shall be computed from the time loading or unloading begins. If carrier arrives early, then detention time shall be computed from the time the unloading or loading begins, but not later than the original appointment time.
3. Scheduling time for the unloading of the vehicles should be prior to the time storage charges would begin to accrue, otherwise storage charges will be assessed as provided in the applicable tariff.

**C. Conditions Governing the Computation of Time**

1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
2. When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee or other party designated by them shall have the option:
  - a) To request that the vehicle without power remain at its premises subject to the provisions of Section 4(d); or
  - b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

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

**SECTION 4 FREE TIME**

A. Free time shall be computed as follows:

<b>Actual Weight in pounds per vehicle stop</b>	<b>Free Time Van</b>	<b>Free Time Palletized; Flat Bed</b>
Less than 10,000#'s	120 minutes	60 minutes
Over 10,000#'s	180 minutes	90 minutes

- Note A: Also applies to the last vehicle used in transporting overflow truckload shipments or for truckload shipments stopped for completion of loading or partial unloading.  
Note B: If 90 percent of the shipment weight is loaded on pallets, shipment is considered Palletized for purposes of this item.  
Note C: The combined weight of truckload with overflow will be used for the purposes of this item.  
Note D: Maximum free time for loads on container boxes shall be 60 minutes at the pick up or return of the container.

B. Changing Vehicle with power to Vehicle without power.

If requested, the following will be used in determining the detention times:

1. If the change is requested before the expiration of free time for a vehicle with power, free time will cease immediately and detention charges for vehicles without power will commence with no further free time allowed.
  2. If the change is requested after the expiration of free time for vehicles with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. The vehicle will then be charged detention for vehicles without power with no further free time allotted.
- C. When a vehicle is unloaded and then reloaded, each transaction will be treated independently of the other, except free time for unloading will not begin until free time for loading has expired.
- D. Loading or unloading at more than one site at or on the premises of consignor or consignee shall constitute one vehicle stop.

**SECTION 5**

**CHARGES**

Chargeable time is as follows:

\$100.00 for first hour or fraction thereof then \$50.00 each additional 15 minutes of fraction thereof.

**SECTION 6**

**RECORDS**

A written record will be maintained by the carrier on all truckload shipments containing all pertinent information relating to the charges.

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**ITEM 501**

**DETENTION: VEHICLES WITHOUT POWER UNITS**

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

**SECTION 1**

**GENERAL PROVISIONS**

- A. Loading or unloading will be performed by consignor, consignee, or other party designated by them.
- B. When carrier's employee assists in the loading, unloading or checking freight, the detention provisions in Item 500 will apply.
- C. Spotting an empty trailer:
  - 1. Bill-of-lading(s) must show "Shipper Load and Count"
  - 2. Carrier responsibility for safeguarding shipments on trailer will begin when possession of trailer is taken by carrier.
  - 3. Detention charges will be assessed against the consignor.
- D. Spotting a loaded trailer
  - 1. Carrier responsibility for safeguarding shipments will cease when trailer is spotted at or on the site designated by the consignee.
  - 2. Detention charges will be assessed against the consignee.
- E. Nothing in this item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours.

**SECTION 2**

**DEFINITIONS**

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

- AUTHORIZED PARTY: Consignor (loading), Consignee (unloading) or party designated by consignor (loading), consignee (unloading).  
VEHICLE: Mobile units with or without wheels used to transport property.  
LOADING: Includes furnishing carrier with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.  
UNLOADING: includes:
  - 1. Payment of charges to the carrier when required prior to the delivery of the equipment.
  - 2. Notification to carrier that vehicle is unloaded, and ready for forwarding, including signing of the delivery receipt.  
PREMISES: The entire property at or near the physical facilities of consignor, consignee, or other designated carrier.  
SITE: Specific location at or on the premises of consignor, consignee, or other designated party.

**NORMAL NONWORKING**

PERIODS: Meals, coffee breaks, lunch breaks.

SPOTTING: Placing of trailer at a specific site, detaching the trailer, leaving it in full possession of the authorized party.

ISSUED: April 13, 2017

EFFECTIVE: April 14, 2017

ISSUED BY:  
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West Chester, PA 19381

For explanation of abbreviations and reference marks refer to Item 995.

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

**RULES AND REGULATIONS**

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**ITEM 501 continued**

SECTION 3                      COMPUTATION OF FREE TIME

A.        COMMENCEMENT OF SPOTTING AND FREE TIME

1.        Twenty-four (24) hours of free time for loading or unloading commencing at the time of the placement of the trailer at the site designated by the party requesting the service.
2.        Free time shall not begin on a Saturday, Sunday or holiday. (NOTE B)
3.        When a trailer is unloaded and then reloaded each transaction will be treated independently of the other.

B.        TERMINATION OF SPOTTING AND NOTIFICATION

1.        Authorized party shall notify carrier when loading or unloading has been completed and the trailer is available for pickup.
2.        When a spotted trailer is changed to vehicle with power at the request of the authorized party, free time and detention charges will be computed on the basis of a spotted trailer up to the time change was requested. Item 500 will then apply.

C.        PREARRANGED SCHEDULING

1.        Upon reasonable request of the authorized party, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading during the carrier's normal business hours. Request for prearranged scheduling may be oral or in writing.
2.        If carrier is unable to maintain the appointment time, the parties shall have the option to reschedule the appointment. In the event that such an agreement cannot be reached, then detention time shall be computed from the time loading or unloading begins. If carrier arrives early then detention time shall be computed from the time the unloading or loading begins, but not later than the original appointment time.
3.        Scheduling time for the unloading of the vehicles should be prior to the time storage charges would begin to accrue, otherwise storage charges will be assessed as provided in the applicable tariff.

SECTION 4                      CHARGES

A.        GENERAL DETENTION CHARGES

After the expiration of free time as provided in Section 3 of this item, the following charges will be assessed:

Description	Charge
1st and 2nd 24 hour period or fractions (excluding Saturday, Sunday or holiday)	\$ 50.00
3 <sup>rd</sup> and 4th 24 hour period or fraction (excluding Saturday, Sunday or holiday)	\$ 70.00
5 <sup>th</sup> and each succeeding 24 hour period or fraction (including Saturdays, Sundays or holidays)	\$ 100.00 (Note B)

B.        DELAY IN TRAILER PICKUP CHARGE

No additional charges will be made for picking up trailers spotted under this item when pickup can be performed within 30 minutes after arrival of driver and power unit. When a delay of more than 30 minutes is incurred detention charges Item 500 will take effect.

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**ITEM 501 continued**

**C. STRIKE INTERFERENCE CHARGE**

When because of a strike by its employees, it is impossible for the authorized party to make available for movement by carrier a trailer detained on their premises, a detention charge of \$25.00 per day or fraction thereof, per trailer will be assessed after free time has expired. Saturdays, Sundays and holidays will be included after the fourth day of charges.

**SECTION 5**

**RECORDS**

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

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

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**ITEM 503**

**DETENTION: LTL OR AQ SHIPMENTS**

This item applies on LTL or AQ shipments when carrier's vehicle is delayed or detained at premises of the authorized party.

**SECTION 1 - GENERAL PROVISIONS**

- A. Except as otherwise specifically provided, when the loading or unloading of freight is delayed and such delay is attributable to the authorized party beyond the free time allowed in Section 3, computed in accordance with Section 2, charges in Section 4 will be assessed; however, if such delay is attributable to others who are not party to the bill of lading contract, the charges in Section 4 will be assessed against the shipment.
- B. When Section 7 of the bill of lading is executed, carrier will not deliver the shipment to consignee unless detention charges, if accrued, are guaranteed.
- C. If multiple shipments are either picked up or delivered at the same location and aggregate a total of 10,000 pounds or greater, then the provisions of Item 500 in this tariff are applicable.

**SECTION 2 - COMPUTATION OF TIME**

- A. The time consumed will be computed from the time of arrival until the time of departure of the vehicle on the premises of the authorized party or as close thereto as conditions on such premises will permit. The time shall begin to run upon notification by the driver to the responsible representative that the vehicle is available for loading or unloading. If the authorized party refuses to sign the carrier's record, the time specified by the driver will be binding. Computation of time under this item begins and ends with the business hours of the authorized party. When loading or unloading is not completed at the end of a business day, the computation of the time will be resumed at the beginning of the next business day.
- B. In case of multiple shipments, the time will be computed on the aggregate weight of the shipments. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.

**SECTION 3 - FREE TIME**

Description	Time
First 1,750 pounds or less	30 Minutes
Each additional 1,750 or fraction thereof	15 Minutes
Multiple shipments Additional per shipment but not greater than	5 Minutes 60 Minutes

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**Item 503 continued**

SECTION 4 – Charges

When loading or unloading of freight is delayed beyond free time, the charge will be \$35.00 for each 15 minutes or fraction thereof per vehicle.

SECTION 5 - Pickup or Delivery Provisions

The provisions of this item do not change or prevent the application of other items in this or other tariffs lawfully on file with the Interstate Commerce Commission or The PA Public Utility Commission covering pickup or delivery of freight. Nothing in this item shall require carrier to pickup or deliver freight at hours other than carrier's normal business hours.

NOTE A: If shipment is refused when offered for delivery Item 345 will apply.

NOTE B: "Vehicles" used in this item means straight trucks or tractor-trailer combinations except that this item will not apply to trailers without power units left by carrier at place of authorized party.

NOTE C: "Authorized Party" used in this item refers to the shipper when picking up freight, the consignee when delivering freight, or other party designated by them.

NOTE D: Charges shall accrue to the party responsible for the freight charges.

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**ITEM 515**

**DOCK HANDLING CHARGES FOR TRANSSHIPMENTS**

Shipments delivered to the carrier's dock that are to be tendered to other carriers (transshipments) shall be assessed the following handling charges:

Service Performed:	CHARGE
Bill of lading preparation charge	\$ 2.50 per order
Carrier to provide pallets	\$ 5.00 per pallet
Palletized freight	\$ 0.25 per cwt subject to a Minimum Charge of \$8.00.
Not unitized freight (See Note)	\$15.50 per man per 30 minutes subject to a minimum charge of \$31.00 per trailer.

Note: Shipments are considered not unitized if they require sorting and segregating, picking and packing, labeling, palletization, shrink wrapping and/or other personalized services at the shipper's request or as a result of a shifting load or damage during line haul transit.

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**ITEM 520**

**SPECIALIZED EQUIPMENT**

The following charges will be applicable when carrier is required or requested to provide specialized equipment.

EQUIPMENT	CWT	MINIMUM	MAXIMUM	FLAT	EXCEPTIONS
Flat Bed	N/A	N/A	N/A	160.00	Waived on shipments weighing 20,000 pounds or full trailer load.
Hydraulic Liftgate	.55	55.00	160.00	N/A	
Self Unloader	N/A	N/A	N/A	225.00	

NOTE A: This charge will be assessed to the party responsible for all other charges.

NOTE B: Where specialized equipment is not requested on the bill of lading but the consignee's delivery requires specialized equipment, the charge will be assessed to the party responsible for all other charges.

NOTE C: Charges are in addition to any other lawful charges.

NOTE D: The carrier is not obligated to perform such service when equipment is not available. Services will be performed only at such locations as are safe and accessible to the vehicle.

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**ITEM 550**

**EXEMPT COMMODITIES – NMFC 100 SERIES**

Any LTL shipment tendered to the Carrier and described in the National Motor Freight Classification tariff as an exempt commodity shall be classified based upon the following density scale in pounds per cubic foot:

Greater than	But less than	Class	Greater than	But less than	Class	Greater than	But less than	Class
	1 pcf	400	4 pcf	6 pcf	150	10 pcf	12 pcf	92.5
1 pcf	2 pcf	300	6 pcf	8 pcf	125	12 pcf	15 pcf	85
2 pcf	4 pcf	250	8 pcf	10 pcf	100	15 pcf		70

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**ITEM 555**

**EXPORT, IMPORT, COASTWISE OR INTERCOASTAL FREIGHT**

- A. Rates on export and import traffic published in tariffs subject hereto will apply on traffic to or from Hawaii or Puerto Rico.
- B. Rates on intercoastal traffic published in tariffs subject hereto will apply on traffic to or from Alaska
- C. Rates, either class or commodity, specifically designated as applicable only to export, import, coastwise or intercoastal shipment(s) must be applied on such shipments to the exclusion of all other rates not so designated.
- D. On shipments consigned to piers or wharves or to brokers, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment or are not lodged at the pier prior to arrival of the shipment at carrier's destination terminal and must be obtained from the steamship company or broker, a charge of \$25.00 per shipment will be assessed in addition to all other lawfully applicable rates and charges.

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**ITEM 560**

**EXTRA LABOR**

When requested by the consignor or consignee, extra labor will be furnished by carrier for loading or unloading subject to the following charges

	Hourly Charge per Man	Minimum Charge
Weekday other than Holiday	\$ 87.00	\$348.00
Saturday/Sunday/Holiday	\$ 97.00	\$776.00

1. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.
2. Charges will be in addition to all other charges and will be assessed against the consignor if the extra labor issued for loading and against the consignee if the extra labor is used for unloading.
3. Extra labor will not be furnished unless requested by consignor or consignee.
4. Carriers records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
  - A. Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.
  - B. Identification of vehicle tendered.
  - C. Number of extra men used and the number of days each such man was used.
5. The provisions of this item does not obligate carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
6. Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.
7. "Consignor" as used in this item means the party from whom the carrier received the shipment or any part thereof, at the point of origin or any stopoff point, whether he be the original consignor, warehouseman, connecting air, motor, rail or water carrier which carrier does not maintain joint through rates, or other person to whom the bill of lading was issued.
8. "Consignee" as used in this item means the party to whom carrier is required by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stopoff point, whether he be the ultimate consignee, warehouseman, connecting air, motor, rail or water carrier with whom carrier does not maintain joint through rates, or other person designated in the bill of lading.

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**ITEM 563**

**EMERGENCY FUEL SURCHARGE**

When the Central Atlantic Fuel average price for fuel as reported by the United States Department of Energy's Weekly Fuel Index is greater than \$2.00 per gallon the following surcharge will be applied to all net freight charges.

When the CA fuel index is at least:	The fuel surcharge will be:	When the CA fuel index is at least:	The fuel surcharge will be:	When the CA fuel index is at least:	The fuel surcharge will be:	When the CA fuel index is at least:	The fuel surcharge will be:	When the CA fuel index is at least:	The fuel surcharge will be:	When the CA fuel index is at least:	The fuel surcharge will be:
200	18.60%	233	20.30%	267	22.00%	301	23.70%	335	25.40%	369	27.10%
201	18.70%	234	20.30%	268	22.00%	302	23.70%	336	25.40%	370	27.10%
202	18.70%	235	20.40%	269	22.10%	303	23.80%	337	25.50%	371	27.20%
203	18.80%	236	20.40%	270	22.10%	304	23.80%	338	25.50%	372	27.20%
204	18.80%	237	20.50%	271	22.20%	305	23.90%	339	25.60%	373	27.30%
205	18.90%	238	20.50%	272	22.20%	306	23.90%	340	25.60%	374	27.30%
206	18.90%	239	20.60%	273	22.30%	307	24.00%	341	25.70%	375	27.40%
207	19.00%	240	20.60%	274	22.30%	308	24.00%	342	25.70%	376	27.40%
208	19.00%	241	20.70%	275	22.40%	309	24.10%	343	25.80%	377	27.50%
209	19.10%	242	20.70%	276	22.40%	310	24.10%	344	25.80%	378	27.50%
210	19.10%	243	20.80%	277	22.50%	311	24.20%	345	25.90%	379	27.60%
211	19.20%	244	20.80%	278	22.50%	312	24.20%	346	25.90%	380	27.60%
212	19.20%	245	20.90%	279	22.60%	313	24.30%	347	26.00%	381	27.70%
213	19.30%	246	20.90%	280	22.60%	314	24.30%	348	26.00%	382	27.70%
214	19.30%	247	21.00%	281	22.70%	315	24.40%	349	26.10%	383	27.80%
215	19.40%	248	21.00%	282	22.70%	316	24.40%	350	26.10%	384	27.80%
216	19.40%	249	21.10%	283	22.80%	317	24.50%	351	26.20%	385	27.90%
217	19.50%	250	21.10%	284	22.80%	318	24.50%	352	26.20%	386	27.90%
218	19.50%	251	21.20%	285	22.90%	319	24.60%	353	26.30%	387	28.00%
219	19.60%	252	21.20%	286	22.90%	320	24.60%	354	26.30%	388	28.00%
220	19.60%	253	21.30%	287	23.00%	321	24.70%	355	26.40%	389	28.10%
221	19.70%	254	21.30%	288	23.00%	322	24.70%	356	26.40%	390	28.10%
222	19.70%	255	21.40%	289	23.10%	323	24.80%	357	26.50%	391	28.20%
223	19.80%	256	21.40%	290	23.10%	324	24.80%	358	26.50%	392	28.20%
224	19.80%	257	21.50%	291	23.20%	325	24.90%	359	26.60%	393	28.30%
225	19.90%	258	21.50%	292	23.20%	326	24.90%	360	26.60%	394	28.30%
226	19.90%	259	21.60%	293	23.30%	327	25.00%	361	26.70%	395	28.40%
227	20.00%	260	21.60%	294	23.30%	328	25.00%	362	26.70%	396	28.40%
228	20.00%	261	21.70%	295	23.40%	329	25.10%	363	26.80%	397	28.50%
229	20.10%	262	21.70%	296	23.40%	330	25.10%	364	26.80%	398	28.50%
230	20.10%	263	21.80%	297	23.50%	331	25.20%	365	26.90%	399	28.60%
231	20.20%	264	21.80%	298	23.50%	332	25.20%	366	26.90%	400	28.60%
231	20.20%	265	21.90%	299	23.60%	333	25.30%	367	27.00%		
232	20.20%	266	21.90%	300	23.60%	334	25.30%	368	27.00%		

Note A: The Central Atlantic fuel index is updated on the first business day of each week and may be determined by calling 202-586-6966.

Note B: If the fuel surcharge drops below 18.6% or rises above 28.6%, the table above will be updated.

Note C: In applying the increase provided herein, first determine the total net charge, and then apply the increase authorized by this Item as a separate charge.

Note D: Fractions of less than one half cent or one half dollars will be dropped; fractions of one half cent or one half dollar or more will be increased to the next whole cent.

Note E: Surcharge percentage is adjusted weekly, with the new adjustment taking effect on Tuesday morning of the week of the change.

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**ITEM 565**

**FREIGHT INSPECTION CHARGE**

An inspection charge of \$12.50 will apply for any shipment where an inspection resulted in an adjustment to the freight description.

This charge is to be applied on prepaid shipments only.

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**ITEM 566**

**HANDLING FREIGHT NOT ADJACENT TO VEHICLE  
(INSIDE DELIVERY)**

When requested by consignor or consignee, and carriers operating conditions permit, carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pickup/Delivery) in this tariff.

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

Charges are as follows

Service	Ground Level	Other than Ground Level
Loose freight / Freight delivered as a palletized unit	4.50 cwt	4.95 cwt
Minimum Charge per shipment (or per vehicle if more than one)	30.00	30.00
Maximum Charge per shipment (or per vehicle if more than one)	250.00	250.00

When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum or maximum charges will apply to each stop separately wherever the services is performed.

Note A: These charges are in addition to all other lawful charges, and will be collected from the party requesting the service.

Note B: If required to pick up or deliver to other than ground floor and no escalator or elevator is available carrier pay, at their option, perform the inside delivery. Charges for this service will be an hourly charge of \$100.00 per hour with a 1 hour minimum. Charges for this service will be collected from the party requesting the service.

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**ITEM 570**

**IMPRACTICABLE OPERATIONS**

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

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

**ITEM 573**

**LIABILITY OF CARRIER**

Unless expressly agreed to in writing, carrier shall not be liable for any direct or consequential damages arising from its performance, or lack of its performance, of any transportation or other services governed by its tariffs. This provision shall not apply to cargo claims for physical damage or shortage.

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**ITEM 573-1**

**LIABILITY OF CARRIER**

Shipments tendered on a plastic shrink wrapped skid, shall be signed for as "STC" said to contain.

When a plastic shrink wrapped skid is delivered intact, with the plastic shrink wrap unbroken, carrier shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed.

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**ITEM 573-2**

**LIABILITY OF CARRIER  
Maximum Liability with an Air Carrier**

Liability for loss, damages or destruction of property which has been or will be transported by an air carrier or a foreign air carrier shall be limited to a liability of \$.50 per pound with a maximum liability of \$10,000 per shipment

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**ITEM 573-3**

**LIABILITY OF CARRIER  
Waiver of Delivery Receipt**

Upon written authorization of the Consignee, Carrier shall make an unattended delivery to the address specified on the bill of lading without obtaining a signature at delivery, and in so doing Carrier shall have no liability for shortage and/or damage claims, or for any events occurring after delivery is completed.

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**ITEM 573-4**

**LIABILITY OF CARRIER  
Shipper's Bill of Lading**

By tendering shipment to Carrier, the terms of the Shipper's Bill of Lading nullifying A. Duie Pyle, Inc as a common carrier filed with a federal or state regulator agency shall be null and void. Shipment shall be subject to the terms and conditions of the Carrier's Rules Tariff.

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**ITEM 578**

**LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE**

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

1. "Shippers Load, Consignee Unload" must be notated on the bill of lading (NOTE A).
2. The service including the count must be performed by the shipper and/or consignee at his expense without assistance from the carrier.
3. It is the option of the carrier to have its employee and power unit either be released during the unloading/loading or to remain. If told to remain the carrier's employee will not be obligated to assist in loading or unloading.
4. Loading -  
Loading includes stowing and arranging the freight in the carrier's vehicle. If required to protect and secure the shipment, temporary blocking, flooring other than lining, racks standards, strips, stake or similar bracing, dunnage or supports will be furnished and installed by the shipper.  
Unloading -  
Consignee will be responsible for removing the freight and any materials supplied by the shipper.
5. In the event of Stop-Off, these same rules apply.
6. If either the shipper or consignee refuses to honor the above conditions, the rates will not apply and rates otherwise published will be assessed.

NOTE A: Notation will be waived when the trailer is spotted. For each unit weighing 500 pounds or more as tendered for shipment, NMFC Item 568 will take precedence.

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**ITEM 579**

**LOADING OR UNLOADING AT PIERS, WHARVES AND/OR MARITIME SERVICE FACILITIES**

Shipments picked up or delivered to piers or other maritime service facilities where the carrier is assessed pier charges will be billed according to the policy of the maritime agency subject to the following charges:

1. \$15.50 per pallet with a minimum charge of 6 pallets for non New York Area and ten pallets per shipment for New York area.
2. Unpalletized shipments will be billed at the following rates:

Minimum Charge	Minimum Charge New York Area	M1M	M2M	M5M	10M	20M
\$99.00	\$125.00	4.70	3.96	2.44	1.83	1.25

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**ITEM 579-1**

**LOADING OR UNLOADING AT PIERS, WHARVES,  
AND/OR MARITIME SERVICE FACILITIES**

Shipments picked up or delivered to pier warehouses, pier holding sheds, or other maritime service facilities where the carrier is assessed pier loading and/or unloading charge will be billed according to the policy of the maritime agency subject to the following charges:

An additional charge of \$25.00 will be assessed in addition to all other lawful charges required to make the pick up or delivery. Charges are to be billed to the party responsible for the freight charges.

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For explanation of abbreviations and reference marks refer to Item 995.

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

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**ITEM 580**

**MARKING OR TAGGING FREIGHT**  
**(Exception to NMFC Item 580)**

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

Per Piece Charge	Minimum Charge per shipment
.92	\$ 9.11

**SECTION 1** (Exception to Section 1)

Shipments subject to LTL or AQ rates will be accepted without being marked or tagged with the name and address of the consignee, only when arrangements are made in advance by the shipper with the carrier and when the following conditions are met:

- A. The brand or other identification mark, name or number must be legibly printed or marked on each package.
- B. The bill-of-lading and shipping order for each shipment must show in the "Description of Articles" column the identification brand, mark, name or number corresponding in the brands, names or marks on the package. Each different brand, mark, name or number must be entered on a separate line in the bill-of-lading and shipping order.
- C. The name of the shipper or the shipper's brand name must be plainly marked on all packages.
- D. Mixtures of different commodities or different sizes, shapes, grades or brands of the same commodity, or mixture of different sizes of inner containers, may not be in one package. Packages of one brand or other identification marks, name or number shall be identical in every respect.
- E. Where separate packages of different sizes, shapes or quantities of the same brand of goods or of different size inner containers are included in one shipment, the packages of each type of the same brand must be separately entered and described in the bill-of-lading.
- F. This item will be inapplicable when carrier's normal operating method will not permit safe handling and delivery of shipments not marked with the name and address of the consignee.
- G. Shipments found in possession of the carrier not marked in accordance with this item or with Section 1 of NMFC Item 580 will be charged on the basis of 120 percent of the charge applicable when such shipments are properly marked. Such charge to apply only to the improperly marked portion of the shipment - OR— Carrier may return all or any part of the shipment to consignor.
- H. This item will have no application to:
  - 1. Export Shipments.
  - 2. Shipments for joint hauls.
  - 3. Import, coastwise or intercoastal shipments. (See Item 580)

NOTE: Shipments received at steamship piers on import, coastwise or intercoastal traffic may be accepted without being marked, stenciled or tagged with the name and address of the consignee, when each piece or package bears a symbol or stencil, and when such symbol is keyed with the name and address of consignee as shown on bill-of-lading or other shipping document.

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**ITEM 647**

**NOTIFICATION PRIOR TO DELIVERY**

When a bill of lading or shipping order is tendered bearing any notation requesting carrier to notify consignee prior to delivery by any means whatsoever, the charge for this service shall be \$25.00 per shipment.

- NOTE A: Unless specifically stated on the bill of lading, this charge will be assessed to the party responsible for all other charges.
- NOTE B: Where notification is not requested on the bill of lading but the consignee's policy requires they be notified, the charge will be assessed to the party responsible for all other charges.
- NOTE C: When the bill of lading has an insufficient address to affect delivery, and notification is required, the charge will be assessed to the party responsible for all other charges.
- NOTE D: If after the initial notification and appointment is set up the carrier is required to call the consignee when driver is on way to the delivery site and additional charge of \$25.00 will be assessed to the party responsible for all other charges.

This item is not applicable on:

1. Shipments rated at the 10,000 pound level or more.
2. Shipments to private residences, apartments, churches, schools or camps, where carrier does not have a mutually agreed delivery arrangement.

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**ITEM 647-1**

**DELIVERY PROCUREMENT SERVICE**

When, at the special request of the shipper or consignee, the carrier is requested to procure a delivery confirmation time, so as to enable the freight to be delivered as expediently as possible, a charge of \$6.00 per confirmation shall apply. Shipper or consignee must supply the carrier by electronic means (facsimile, telephone, modem) the pertinent information to secure the confirmation.

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**ITEM 649**

**Offsite Truck Inspections – Pick Up/Deliveries to “secure” Government Buildings**

When pick ups/deliveries are made to “secure” government buildings an offsite inspection by government security personnel must be performed. A charge of \$48.00 per shipment will be assessed for time and travel to inspection site in addition to all other lawful charges. This charge is to be paid by the payor of the freight charges

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**ITEM 670**

**Overdimension Freight**

Shipments consisting of an article exceeding 15 feet in length or 6 feet in width and 6 feet in length will be accepted by carrier and will be subject to a charge of \$125.00 per shipment in addition to all other lawful charges.

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**ITEM 705**

**PAYMENT OF CHARGES – Delinquent  
(Principles and practices for the Investigation and disposition of failure to make payment of freight charges)**

Failure to make payment of freight charges for services performed, which subsequently results in legal action taken against the debtor, will be subject to the following:

- 1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
- 2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

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**ITEM 706**

**PAYMENT OF CHARGES – Credit Card**

Carrier does not accept credit cards payments directly from customers. Carrier does offer a 3<sup>rd</sup> party PCI Compliant alternative through the Carrier's website ([www.aduiepyle.com](http://www.aduiepyle.com)).

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**ITEM 710**

**PALLETS OR SKIDS (RETURN OF PALLETS OR SKIDS)**

Except as otherwise specifically provided, carrier will return pallets or skids to the original shipping point when tendered at completion of unloading of the same pallets or skids. The rates named in tariffs governed by this tariff include the return of such pallets or skids.

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**ITEM 710-1**

**TOTES, TANKS, RACKS OR OTHER EMPTY CONTAINERS**

Except as otherwise specifically provided, carrier will return totes, tanks, racks or other empty containers to the original shipping point at 100 percent of rates found in Section 6 of tariff PYLE 500 Series subject to a Minimum Charge of \$77.00 per shipment

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**ITEM 750**

**PICK UP OR DELIVERY SERVICE**

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by carrier (See Item 570 for Impracticable operations) during business hours (See Item 756 for Pick up or Delivery Services (Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

A Placement of Vehicle for Loading

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

B Placement of Vehicle for Unloading

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

C Loading by Carrier (Note B)

1. Freight tendered for loading shall be so situated by consignor as to be directly accessible to vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (Note A) (See Item 566 for Handling Freight Not Adjacent to Vehicle).
2. Carrier will furnish one man only per vehicle for loading, be the driver, helper, or any other carrier employee, except as provided in Item 560 (Extra Labor), the provisions of NMFC Item 568 (Heavy or Bulky Freight- Loading or Unloading) will not apply.

D. Unloading by Carrier (Note B)

1. Freight will be unloaded at delivery site immediately adjacent to delivery vehicle (Note A). (See Item 566 for "Handling Freight not Adjacent to Vehicle").
2. Carrier will furnish one man only per vehicle for loading, be he driver, helper, or any other carrier employee, except as provided in Item 560 (Extra Labor), the provisions of NMFC Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.

E. Loading by Consignor or Unloading by Consignee (Note B):

The consignor or consignee may elect to waive loading or unloading of freight by carrier as provided in this item by performing at his own expense the loading or unloading of shipment on to or from carrier's vehicle.

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**ITEM 750 continued**

F. Waiver of Delivery Receipt

When consignor or owner has made written arrangements with carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered by the carrier and left unattended at the place designated. The carrier will unload the shipment providing the otherwise applicable tariff rules or rates require the consignee to so perform such service.

G. Heavy or Bulky Freight - Loading or Unloading (Notes B and C)

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

1. Weighs 110 pounds or less - Carrier will perform loading and/or unloading.
2. Weighs more than 110 but less than 500 pounds:
  - a. Carrier will perform loading and/or unloading where consignor and/or consignee provides a dock, platform or ramp directly accessible to carrier's vehicle. Not applicable when freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. (See paragraphs B.2 and D)
  - b. Carrier will perform loading and/or unloading where consignor/consignee provides a dock, platform or ramp directly accessible to carrier's vehicle if such freight:
    - (a). exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension.
    - (b). if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.
  - c. Where consignor/consignee do not provide a dock, platform or ramp, truck driver on request will assist consignor/consignee in loading/unloading.
3. Weighs 500 pounds or more, the consignor will perform loading and the consignee will perform unloading. On request of consignee, driver will assist consignor/consignee in loading/unloading.
4. Exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension, the consignor will perform loading and the consignee will perform unloading. On request of consignor/consignee driver will assist the consignor/consignee in loading/unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph B.2.

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**ITEM 750 continued**

H. Restrictions on loading/unloading by carrier (Note B)

1. Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspection, sorting or segregating freight, except as provided in paragraphs a, b, and c below:
  - a. When a shipment is tendered to carrier in lots according to size, brands flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such segregated lots on the platform, dock, conveyor, pallet, dolly buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to the applicable detention charges.
  - b. When the conditions of paragraph 2 are not met, a charge of 31 cents per piece, package or other unit in the shipment shall apply subject to a minimum of \$10.00 and maximum \$75.00 per shipment per vehicle used, will be assessed for segregation by marks, brands, sizes, flavors or other distinguishing characteristics, except as provided in paragraph c. Charges are to be billed to the party responsible for the freight charges.
  - c. No segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee, or when detention charges accrue and are paid by the same party on the same shipment.
  - d. When requested by the shipper or in order to effect delivery the carrier is required to palletize a shipment a charge of \$30.00 per 30 minutes or fraction thereof will apply per person assigned with an additional charge of \$5.00 per pallet utilized. Charges are to be billed to the party responsible for the freight charges.

Note A:

1. Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading/unloading if separated there-from by only an intervening public sidewalk.
2. If a parking space suitable for carrier to place his vehicle for loading/unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.
3. When two or more shipments are placed by shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carrier.
4. When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by shipper for pickup by designated carries and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

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**ITEM 750 continued:**

Note B:

Loading by definition, in respect to this item, includes stowing and counting of freight in or on carrier's vehicle.

Unloading by definition, in respect to this item, includes the counting and removing of the freight from the position in which it is transported in or on carrier's vehicle

The provisions of Item 568 of the NMFC (ICC NMF 100 Series) (Heavy or Bulky Freight-Loading or Unloading) will not apply.

The provisions of Item 890-4 (Pyle Priority) in this tariff will apply when tender of pick up or delivery of freight is beyond the scope of the carrier's normal business hours.

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**ITEM 750-1**

**Pickup or Delivery Service**

Shipments picked up at or delivered to piers or wharves weighing less than 5,000 pounds are subject to a pickup or delivery charge of \$100.00 per shipment in addition to all other lawfully applicable charges.

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**ITEM 750-2**

**Pickup and Delivery Service  
Freight Tendered From or Pickup From Another Carrier**

Whenever carrier is tendered freight from or picked up for another carrier to complete the final delivery or the initial pick up requiring special equipment, the rates shall be 100 percent of Section 6 of tariff PYLE 500 Series

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**ITEM 750-3**

**PICKUP OR DELIVERY SERVICE WORK STOPPAGE ADJUSTMENT**

When the carrier is requested to cross a picket-line in the performance of its transportation services:

1. A charge equal to 200 percent of the applicable rate per shipment will be assessed.
2. A Minimum Charge of \$100.00 per vehicle shall apply.
3. The carrier shall have on file the name of the party requesting such service and the party responsible for the payment of said charge.
4. This item shall not be interpreted to require carrier to perform the services described herein

**ITEM 750-4**

**PICKUP OR DELIVERY  
ISLANDS OF MARTHA'S V'NEYARD, NANTUCKET, MA**

When the carrier is requested to pick up or deliver freight at Martha's Vineyard, MA or Nantucket, MA the following rates per hundredweight will be assessed in addition to all other lawful charges. Rates apply in cents per hundredweight.

Rates apply in dollars and cents per hundredweight.

Zip codes	Minimum charge per shipment	Weight	150	125	110	100	92.5	85	77.5	70	65	60	55	50
02535	78.38	L5C	121.79	101.49	89.31	81.19	70.13	59.04	53.26	47.50	45.15	42.73	39.59	36.53
02539		M5C	121.79	101.49	89.31	81.19	70.13	59.04	53.26	47.50	45.15	42.73	39.59	36.53
02552		M1M	106.82	89.01	78.33	71.21	58.12	48.41	43.92	39.18	37.71	36.25	34.15	32.01
02557		M2M	72.70	60.58	53.31	48.47	47.00	45.54	40.05	34.75	33.22	31.30	28.03	24.64
02568		M5M	47.25	39.38	34.65	31.50	28.84	26.14	23.96	21.72	20.58	19.51	18.66	17.83
02573		M10M						16.14	15.77	15.32	14.48	13.66	13.12	12.54
02575		M20M								9.96	9.86	9.79	9.61	9.20
		M30M										9.12	8.64	7.45
		M40M											5.70	
02554	91.88	L5C	134.92	112.44	98.94	89.95	77.07	64.18	58.43	52.61	50.43	48.23	45.07	41.89
02564		M5C	134.92	112.44	98.94	89.95	77.07	64.18	58.43	52.61	50.43	48.23	45.07	41.89
02584		M1M	113.12	94.27	82.95	75.41	64.44	53.54	48.68	43.89	42.61	41.29	39.14	37.05
		M2M	84.67	70.56	62.09	56.45	53.55	50.65	46.18	41.51	39.05	36.58	33.27	29.95
		M5M	62.34	51.95	45.72	41.56	37.98	34.39	31.47	28.54	26.87	25.29	24.14	23.01
		M10M						21.29	20.62	20.01	18.84	17.68	16.95	16.18
		M20M								13.12	12.93	12.78	12.56	11.97
		M30M										9.70	9.55	9.38
		M40M											7.51	

- Note A: No class is to be rated higher than Class 150.  
 Note B: If normal charges are moving on an FAK that FAK class will be honored in this instance.  
 Note C: For the purpose of billing the weight of the shipment shall include the pallet weight

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**ITEM 750-5**

**PICK UP OR DELIVERY TO EXHIBITION CENTERS**

When the carrier is requested to pick up or deliver to an exhibition center, such as a convention hall, etc., a charge of \$78.00 per hour will be assessed in addition to all other lawful charges.

Time will be computed from the time the carrier arrives at the center until the time the carrier is released.

Note A: Any charges for materials or fees the carrier is required to pay will be increased by 107% and assessed in addition to all other charges.

Note B: The above charges must be guaranteed by the payor of the freight charges prior to affecting such pick up or delivery.

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**ITEM 750-6**

**PICK UP OR DELIVERY  
Convention Exhibit Pickup or Delivery  
Originating From or Destined to Midwest States.**

Shipments originating at or destined to exhibition sites will be subject to the following additional charges:

<b>Weight</b>	<b>Charge</b>
1 to 500 pounds	\$79.89 per shipment
501 to 1,000 lbs	\$92.58 per shipment
1,001 to 1,800 lbs	\$111.16 per shipment
1,801 to 3,000 lbs	\$6.89 per cwt
3,001 lbs and up	\$6.26 per cwt, with a maximum charge of \$530.00.

Charges are in addition to all other applicable rates and charges.

Exhibition booths or stalls and their contents will move at a released value not to exceed \$.10 per pound.

The following applies to convention centers in the greater Chicago area:

<b>Weight</b>	<b>Charge</b>
1- 500 lbs	\$99.09
501-1000 lbs	\$113.29
1001-1500 lbs	\$122.74
1501-2000 lbs	\$131.34
2001-3500 lbs	\$ 7.77 CWT
3501 and up	\$ 6.80 CWT

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

Marshalling Yard Usage Fee: Up to 1000 lbs: \$13.75 1001 lbs and Up \$20.00

Marshalling Yard Scaling Fee (Inbound Only) LTL \$165.75 Trailer Load: \$20.00

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**ITEM 750-6 continued**

**PICK UP OR DELIVERY**  
**Convention Exhibit Pickup or Delivery**  
**Originating From or Destined to Midwest States.**

Freight Forwarders - Accessorial charges apply to Freight Forwarders Rates.

Service	Up to 1000 #'s	1001 to 3000 #'s	3001 # over
O.T. Pick-up	\$65.00	\$95.00	\$125.00
Inside P/U or Delivery	\$65.00	\$95.00	\$125.00
Same Day Service	\$65.00	\$95.00	\$125.00
Service	Fee		
Extra Stop Charge	\$85.00		
Paperwork charge	\$35.00		
Show to Show Charge	\$95.00		

**ITEM 750-7**

**PICK UP OR DELIVERY**  
**Appointment Cancellation and Freight Expedited**

When, through no fault of the carrier and after a shipment is segregated and queued for delivery, the shipper or consignee requests that the shipment be tendered for delivery canceling the appointment and/or delivery requirements of record, carrier will, if able, perform such delivery subject to the following:

1. A charge of \$87.00 per hour shall be assessed to the shipment subject to a minimum charge of \$87.00. Computation of charges shall begin at the time the driver is dispatched from the terminal and end when the driver returns to the terminal. (Note A)
2. These charges are in addition to all other lawful charges accrued on this shipment including original outbound freight charges. (Note B)

Note A: If the carrier can dispatch delivering driver to another area for the purpose of picking up freight then hourly charge shall terminate at that dispatched location providing such location is a shorter distance than the carrier's terminal.

Note B: Shipment shall be rated from origin to carrier's destination terminal and if results in a lower charge than it shall replace the original outbound charges.

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**ITEM 750-8**

**PICKUP OR DELIVERY**

**Points that Require use of a Ferry to affect Delivery**

When the carrier is requested to pick up or deliver freight to any point which requires the use of a Ferry to affect delivery the following rates per hundredweight will be assessed in addition to all other lawful charges.

Rates apply in cents per hundredweight

Minimum	Class	L5C	M5C	M1M	M2M	M5M	10M	20M	30M	40M	Maximum
\$110.00	50	3873	3873	3426	2768	2127	1496	1107	868	694	\$1000.00
	55	3873	3873	3426	2768	2127	1496	1107	868	694	
	60	4459	4459	3818	3383	2338	1635	1181	687	694	
	65	4662	4662	3940	3610	2483	1952	1196	687	694	
	70	4864	4864	4058	3838	2639	1849	1213	687	694	
	77.5	5402	5402	4501	4260	2910	1906	1213	687	694	
	85	5935	5935	4951	4683	3180	1969	1213	687	694	
	92.5	7105	7105	5959	4951	3512	1969	1213	687	694	
	100	8317	8317	7183	5219	3834	1969	1213	687	694	

Note A: No class is to be rated higher than Class 100.

Note B: If normal charges are moving on an FAK that FAK class will be honored in this instance.

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Randall K. Swart, LTL Chief Operating Officer  
P O Box 564  
West Chester, PA 19381

For explanation of abbreviations and reference marks refer to Item 995.

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

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**ITEM 750-9**

**PICK UP OR DELIVERY  
Limited Access Locations**

General Application: (See Notes)

The provisions shown in Paragraphs 2 thru 4 below apply only when the consignee or consignor of a shipment is located at a limited access location, which includes the following:

Airports, apartment, camps, churches, condominium, construction sites, country clubs, estates, farms, military bases, nuclear power plant, prison, private residence, ranches, schools, self-storage unit, universities, or when the location requires service to be completed with equipment smaller than 45 feet in trailer length, hereinafter referred to collectively as a limited access location.

Bill of Lading:

On shipments requiring limited access delivery, shipper may so state on Shipping Order or Bill of Lading and should also state name, telephone number and full address of the party to contact to arrange for delivery. On interline shipments, such participating carrier would provide this information to each succeeding carrier. Omission by the shipper to include the information noted above or the shipper's omission of not marking the Bill of Lading that limited access delivery is required will not relieve the shipper and/or consignee from the responsibility of paying the limited access delivery service charges as outlined in this item.

Limited Access Delivery Fee

Shipments requiring limited access pickup or delivery as defined in Paragraph 1 above will be assessed a charge of \$48.50 per shipment or per vehicle. The charge shall be in addition to all other applicable charges.

Shipments requiring limited access pickup or delivery from / to a private residence with a shipment weight of 100 pounds or more shall be subject to the provisions of Item 520 (Specialized Equipment – Hydraulic Liftgate). The charge shall be in addition to all other applicable charges.

Payment of Extra Charge

Charges for services described in Paragraph 3 of this item will be in addition to the freight charge unless consignor specifically requests such services on the Bill of Lading be billed in a different payment status than the freight charge.

The provisions of this item apply on both Single line and Joint line traffic

Limited Access Delivery fee(s) named in Paragraph 3 are not applicable when consignee elects to pickup shipment from carriers dock.

Shall apply to the entire premises, including that portion of the premises where commercial or business activity is conducted.

Item 647 of this tariff will not apply when the provisions of this item are applied

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**ITEM 750-10**

**PICK UP OR DELIVERY – Florida Toll Charge**

Shipments originating from or destined to the following points will be assessed charges as shown below. The charge provided here in will be in addition to all other lawful charges and unless the Bill of Lading is specifically endorsed to show prepayment of the charge, it will be collected from the party responsible for the freight charges.

Point		Zip Code	Charge per Shipment
Boca Grande	FL	33921	\$13.50
Captiva	FL	33924	\$12.00
Sanibel	FL	33957	\$12.00
Key Biscayne	FL	33149	\$16.71

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**ITEM 750-11**

**PICK UP OR DELIVERY – Lumper Service**

When the carrier is required to utilize the services of lumper to load or unload freight from or to the carrier's vehicle, the Carrier shall pass through the charges from the Lumper to the party responsible for the freight charges.

When Carrier is required to pay fees with a Comdata check an additional fee of \$6.20 per \$1000.00 shall apply.

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**ITEM 750-12**

**DELIVERY SERVICE TO POINT IN TEXAS**

Shipments destined to the following points will be assessed the charges shown below, in addition to all other lawfully applicable charges.

Zip Code	Charge	Zip Code	Charge	Zip Code	Charge	Zip Code	Charge	Zip Code	Charge
76930	\$100.00	79342	\$100.00	79383	\$100.00	79748-79749	\$100.00	79776-79783	\$100.00
76932	\$100.00	79345	\$100.00	79701-79712	\$75.00	79752	\$100.00	79785-79786	\$100.00
76951	\$100.00	79351	\$100.00	79713-79714	\$100.00	79754-79756	\$100.00	79788-79789	\$100.00
78851	\$100.00	79355	\$100.00	79718-79719	\$100.00	79758-79759	\$100.00	79830-79832	\$100.00
79316	\$100.00	79358-79360	\$100.00	79730-79731	\$100.00	79760-79769	\$75.00	79842-79843	\$100.00
79323	\$100.00	79372-79373	\$100.00	79734-79735	\$100.00	79770	\$100.00	79854	\$100.00
79331	\$100.00	79376-79378	\$100.00	79738-79745	\$100.00	79772	\$100.00		

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**ITEM 750-13**

**PICK UP OR DELIVERY – Appointment / Late / Delivery fees**

When the carrier is charged an appointment fee, late fee or redelivery fee to complete delivery, the Carrier shall pass through the charges from the charging party to the party responsible for the freight charges.

When Carrier is required to pay fees with a Comdata check an additional fee of \$6.20 per \$1000.00 shall apply.

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**@ITEM 753 – 1**

**PICK UP OR DELIVERY SERVICE**

**Mackinaw Bridge Charge**

Shipments destined to or originating from the following points will be assessed an additional charge of \$7.50 per shipment. Charge will apply in addition to all other lawfully applicable charges.

49715, 49719, 49724, 49745, 49780, 49781, 49783, 49788

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**ITEM 753 – 2**

**PICK UP OR DELIVERY SERVICE**

**Chicago Metropolitan Charge**

Shipments destined to the following points will be assessed an additional charge of \$50.00 per shipment. Charge will apply in addition to all other lawfully applicable charges.

60601, 60602, 60603, 60604, 60605, 60606, 60607, 60610, 60611, 60630, 60654, 60661, 60664, 60670, 60680, 60681

@Item 753-1 carried forward to page 51

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**ITEM 753 – 3**

**PICK UP OR DELIVERY SERVICE  
New York Zips 100 thru 102 Metropolitan Charge**

When carrier delivers freight to the New York area encompassing zip codes 100 through 102, a flat arbitrary charge of \$50.00 will be applicable on all shipments.

**ITEM 753 – 4**

**PICK UP OR DELIVERY SERVICE  
Brooklyn / Bronx Terminal Entrance Fee**

When Carrier picks up or receives a shipment tendered from / to the Brooklyn Terminal (zip 11236) or Bronx Terminal (zip 10474) an additional charge of \$25.00 per shipment shall apply.

**ITEM 753 – 5**

**PICK UP OR DELIVERY SERVICE  
Province Newfoundland Canada**

When Carrier picks up or receives a shipment tendered from / to the Province of Newfoundland, Canada the following surcharge shall apply:

4.8 percent on freight charges subject to a maximum charge of \$218.00

**ITEM 753 – 6**

**PICK UP OR DELIVERY SERVICE  
Gloucester Marine Terminal Entrance Fee**

When Carrier picks up or receives a shipment tendered from / to the Gloucester Marine Terminal (zip 08030) an additional charge of \$30.00 per shipment shall apply.

**ITEM 754**

**PICKUP OR DELIVERY SERVICE  
OTHER THAN NORMAL BUSINESS HOURS**

When consignor or consignee requests pick up or delivery service at a time other than normal business hours, the following charges will apply in addition to all other lawful charges:

\$ 100.00 per hour, but not less than \$ 200.00 per trip.

Note A: For this item normal business hours shall be Monday through Friday, 6:00 AM through 6:00 PM.

Note B: Time shall be computed as the time the driver is dispatched from the terminal to the time driver either returns to the terminal or is dispatched to another location.

Note C: Item 890-4 will take precedence over this item when a holiday falls on what would otherwise be a normal working day

**ITEM 810**

**PROTECTIVE SERVICE**

1. Protection of shipments against cold will not be furnished unless specific arrangements therefore are made in advance of tender and request therefore is endorsed on the bill of lading and shipping order and container by the consignor.
2. Carrier will accept shipments requiring protection against cold subject to the availability of proper equipment and facilities.
3. When a shipper indicates on the bill of lading "protection from freezing is required" the carrier will only be liable to protect against a freezing mark of 32 degrees Fahrenheit or zero degrees Celsius (centigrade) or lower.
4. Carrier shall have no liability for shipments inadvertently picked up requiring specific temperature requirements.
5. The charge shall be 15 percent of the net freight charges subject to a minimum charge of \$50.00 for shipments moving from / to Canada.
6. The charge shall be \$1.50 per hundredweight subject to a minimum charge of \$35.00 and a maximum charge of \$125.00 for shipments moving within the United States.
7. Charge shall be applicable from November 1 to April 15.
8. Only points that A. Duie Pyle provides direct service are included. **Direct Service** shipments are those shipments that move solely through the A. Duie Pyle system.

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**ITEM 830**

**REDELIVERY**

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

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place, the charge per delivery attempt shall be \$8.00 per hundredweight subject to a minimum charge of \$55.00, but not greater than the original freight charges.
2. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of carrier by the party or parties requesting redelivery before the shipment is redelivered

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**ITEM 848**

**RELEASED VALUE**

Rates named in tariffs governed by this tariff will be subject to a maximum released valuation of not exceeding \$10.00 per pound unless specifically stated differently on the bill of lading or shipping order in accordance with specific classification listing(s) in the National Motor Freight Classification, issued by National Motor Freight Traffic Association, Inc., Agent.

In the event of loss or damage the Carrier's liability will be determined for each package lost or damaged by multiplying the weight of such package by a maximum of \$10.00 per pound. In no case will Carrier's liability exceed \$100,000.00 per incident.

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**ITEM 848-1**

**RELEASED VALUE – MAXIMUM LIABILITY – LIGHT BULBS AND TUBES**

Commodities described in the National Motor Freight Classification 100 series as incandescent, fluorescent or other types of light bulbs or tubes will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound per package.

In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 10 cents per pound for the portion of a shipment actually lost or damaged.

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**THE PYLE CORPORATION t/d/b/a  
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**ITEM 848-2**

**RELEASED VALUE (USED AUTO PARTS)**

Commodities described in Items 17800 thru 20140 of the NMFC, other than new or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound. In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 10 cents per pound for the portion of the shipment actually lost or damaged.

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

Note: Not applicable on commodities named in the NMFC 100 series which provide for specific released value provisions.

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**ITEM 848-3**

**RELEASED VALUE - USED ARTICLES**

Commodities described in the National Motor Freight Classification 100 series as other than new or reconditioned, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 50 cents per pound. In the event of loss and/or damage to any shipment, Pyle's liability will not exceed 50 cents per pound for the portion of a shipment actually lost or damaged.

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

Note A: Not applicable on commodities named in the NMFC100 series which provide for specific released value provisions.

Note B: Provisions named in this item will NOT apply when the provisions of Item 848-2 have application.

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**ITEM 848-4**

**RELEASED VALUE– Full Value Insurance**

At the carrier's discretion, if a customer wishes to purchase full value insurance coverage the following rules and charges will apply:

1. The shipper must request this coverage in writing on the bill of lading at the time of the shipment providing the value of the goods to be insured.

To activate coverage on shipments tendered under an A. Duie Pyle, Inc bill of lading, Shipper must check the Full Value Insurance coverage box and clearly indicate the value to insure in the space provided. Full Value Insurance coverage will not be provided unless both the value of the goods to be insured is provided on the Bill of Lading and the Full Value Insurance box on the Bill of Lading is checked.

2. The insurance will cover 110% of the invoice value of the goods, subject to a maximum of \$250,000.00 per shipment.
3. Bill of Lading must be noted as follows:

"Full Value Insurance Coverage Requested – Value to Insure: \$ \_\_\_\_\_"

Example:

To request Full Value Insurance Coverage, on a shipment with an invoice value of \$35,000.00, the shipper must show the following on the bill of lading

"Full Value Insurance Coverage Requested – Value to Insure \$35,000.00."

4. PYLE will assess a charge of \$ .55 per \$100 of 110% of the value (as stated on the bill of lading), subject to a minimum charge of \$30.00 per shipment. Charges are to be paid by the party responsible for the payment of the otherwise applicable freight charges

Example:

Invoice Value declared on freight bill \$35,000  
Amount of coverage = \$35,000 plus 10% = \$38,500.00  
Charge at \$.55 per \$100: \$38,500.00 = 385 (\$100 units);  
385 multiplied by \$.55 = \$211.75 Full Value Insurance Coverage Fee

5. Insurance coverage will exclude rust, oxidation, and discoloration. This is first dollar coverage and does not exempt loss and/or damage cause by Force Majeure conditions.
6. Goods Excluded: Household Goods and Personal Effects; Antiques; Fine artwork paintings, drawings statues, rare books and other works of art; Fine jewelry, fine watches; Precious stones, diamonds; Precious metals and bullion (Gold, platinum, silver, and other precious metals or articles); Money and currency; Accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers, or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings; Recorded or electronic data and media; Used equipment and machinery; Contraband or property in the course of illegal transportation or trade; Furs; Live animals.
7. Perils Excluded: Nuclear exclusion (see ¶.8) Delay; loss of market; loss of use; Interruption of business, or any consequential loss; Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration; Neglect of the Assured to use all reasonable means to save and preserve the property at the time of or after any loss of damage.
8. Nuclear exclusion: This company shall not be liable for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the United States or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.
9. Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure.

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**THE PYLE CORPORATION t/d/b/a  
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**ITEM 885**

**SINGLE SHIPMENT CHARGE**

A prepaid single shipment of lesser than 500 pounds picked up at one time and place unaccompanied by any other shipment from the same pickup site will be subject to a single shipment pickup charge of \$15.00 in addition to all other applicable charges.

The single shipment charge is not subject to discounts.

Single shipment charge will not apply on shipments tendered to A. Duie Pyle by the shipper at A. Duie Pyle's terminal dock

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**ITEM 890**

**SPECIAL SERVICES - HANDLING HAZARDOUS MATERIALS**

Carrier will handle hazardous materials providing shipper complies with all regulations as outlined by the Department of Transportation. The shipping order must contain a certified statement that the articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation. This certification must be signed by shipper.

A charge of \$15.00 will be applied to the shipment in addition to all other lawfully applicable rates and charges.

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**ITEM 890-1**

**SPECIAL SERVICES - PUMPING**

When carrier is requested to pump liquid from 55 gallon drums into holding tank the charge shall be \$10.00 per drum and subject to a minimum charge of \$30.00 per shipment.

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**ITEM 890-2**

**SPECIAL SERVICES - PUMPING**

When carrier is requested to pump liquid from Mini Port-A-Feed into holding tank, the charge shall be \$26.00 per Mini Port A Feed subject to a Minimum Charge of \$31.00. When shipments originates in New Jersey or delivered to Pyle Dock, West Chester, PA (Interstate)

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**ITEM 890-3**

**SPECIAL SERVICES - PUMPING (NITROGEN GAS CONSUMPTION)**

When carrier is requested to pump liquid from Mini Port-A-Feed into holding tank, a nitrogen gas consumption fee of \$6.45 per mini port-a-feed delivered shall be charged in addition to all other lawful charges. Charges applicable when shipment originates in New Jersey or delivered to Pyle Dock, West Chester, PA.

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**ITEM 890-4**

**SPECIAL SERVICES**  
**Time Specific Deliveries - Priority Service**

The customer may request **PYLE PRIORITY SERVICE** by notifying the Pyle Priority Customer Service Representative or by noting on the bill of lading “PPS by Noon or Day”, “Guarantee by Noon or Day”, “Must Deliver by Noon”, “AM Delivery Needed” or any related verbiage requesting delivery before 12:00 PM. This service provides a guarantee that the shipment will deliver within the standard number of days established for the A. Duie Pyle transit time between the origin and destination points listed on the bill of lading. The standard transit time will be that listed on the A. Duie Pyle web page, [www.aduiepyle.com](http://www.aduiepyle.com) on the day the shipment is tendered. Only points that A. Duie Pyle provides direct service are included. The five digit zip codes will establish the points of origin and destination. Should A. Duie Pyle not tender or make the shipment available for delivery within the standard transit time, an invoice for the shipment will be issued with zero charges.

These charges shall be guaranteed by the party requesting the service.

The following schedule of charges applies:

Type of Priority Service	Definition	5,000 lbs or less	5,001 thru 10,000 lbs	10,001 thru 20,000 lbs	Over 20,000 lbs
Guaranteed Day	Available for delivery by end of business day (5:00 P.M.) of established delivery standard to any direct point.	\$20.00			
Guaranteed A.M.	Available for delivery by 12:00 Noon of established delivery standard to any direct point.	\$ 35.00	\$ 50.00	\$ 70.00	
Guaranteed before 10:00 A.M.	Available for delivery before 10:00 A.M. of established delivery standard to any direct point.	\$ 95.00	\$145.00	\$195.00	\$225.00
Guaranteed Express (Including Same Day, Saturday, Sunday and Holiday service)	Delivers on the day and time agreed	Negotiated charge between carrier and the payer of the freight charge.			

A. Duie Pyle will not be liable for any failure to perform its **PYLE PRIORITY SERVICE** or for loss, damage or delay to any of the goods described in the bill of lading when delay is caused by an act of God, public enemies, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authorities of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act of omission of shipper, consignee, or owner of the goods, or any cause beyond A. Duie Pyle’s control.

Note: **Direct Service** shipments are those shipments that move solely through the A. Duie Pyle system.

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**Item 897**

**Spot Quote Correction Fee Charge**

The bill of lading of a shipment tendered to the carrier with a predetermined charge using the "spot quote" system must contain the assigned spot quote number. The spot quote number will be given to the shipper at the time of the quote for the purpose of identification. This enables the shipment to be properly charged. If the shipper fails to put the spot quote number on the bill of lading, a charge of \$25.00 will be assessed to the shipment in addition to all other lawful charges. The charge will be assessed to the party responsible for the payment of the freight charges.

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**ITEM 900**

**STOPOFFS**

**SECTION 1: Exceptions**

Unless otherwise provided the provisions of this item are not applicable on freight moving on a C.O.D. basis.

**SECTION 2: General Application**

Truckload shipments of freight may be stopped at point of origin or destination or at points intermediate between origin and destination, for completion of loading or for partial unloading under the following conditions that arrangements for multiple pickups or multiple deliveries must be made with the originating carrier before the shipment or any portion thereof is tendered for transportation.

**SECTION 3: Payment of Freight Charges**

Except for vehicle charges provided in Section 5 of this item, all freight charges must be paid in full at one time by either the shipper or the consignee named in the bill of lading.

**SECTION 4: Shipping Documents**

1. Only one bill of lading and one shipping order will be issued for the entire shipment.
2. Except as shown in Note D, the bill of lading and shipping order shall show in the space provided therefore, the name of only one consignee and one delivery address and only one shipper and one shipper's address.
3. The name of places or addressed (Note B) at which vehicles are to be stopped for the completion of loading or partial unloading shall be shown either in the body of the bill of lading and shipping order or in a separate paper which shall be attached to and considered part of the shipping document. The body of the bill of lading must refer to such separate paper if used.

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**ITEM 900 continued**

**SECTION 5: Split Pickups or Split Deliveries within Contiguous Plant or Warehouses**

A single shipment may be stopped for partial loading or for partial unloading within contiguous plant or warehouse property subject to the following provisions:

1. When shipment to be picked up is not available for complete loading at the initial pickup stop or the shipment requires delivery at more than one site at final delivery stop, the vehicle will, at the consignor's or consignee's request be moved to not more than two additional loading or unloading sites within the contiguous plant property or premises, provided that any pickup or delivery site is not separated from the preceding pickup or delivery site by more than one public thoroughfare. A vehicle transfer charge of \$75.00 will be assessed for such transfer of the vehicle from one pickup site to another or from one delivery site to another, which charge or charges shall be in addition to all other lawfully applicable rates and charges. Bill of lading and freight bill must bear notation to the effect that split pickup and/or delivery service is requested. Charges are to be paid by the party requesting this service.
2. The initial pickup stop and the vehicle transfer to each additional loading site or the final delivery stop and the vehicle transfer to each additional unloading site shall for the purpose of applying the provisions of Section 6 of this item, be considered as a single initial pickup stop or a single final delivery stop and not separate stops and shall apply whether or not any other services are rendered under this item.

**SECTION 6: Number of Stops Allowed**

Only three (3) stops, whether for completion of loading or partial unloading or for both purposes, shall be permitted (Notes A to G).

**SECTION 7: Stopoff Charges (Note A)**

1. Except as provided in paragraph 2 of this section, the charge for the first stop shall be \$75.00, the charge for the second stop shall be \$100.00, and the charge for the third stop shall be \$150.00, in addition to the rate provided in Section 8.
2. On any traffic stopped off at piers or wharves for partial unloading or loading, the charge for each stop in addition to the rate provided for in Section 8 will be \$150.00.

**SECTION 8: Line Haul Charges**

1. Except as provided in paragraph 2 of this section the rate from the original place of shipment to the place of final delivery will apply on the total weight of the shipment (the weight after completion of loading, if a stop for that purpose is made or the weight before the first stop is made for partial unloading, if a stop for that purpose is made).
2. If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply on the total weight of the shipment before any portion is unloaded (Note C).

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**ITEM 900 continued**

**SECTION 9: Separate Vehicles for Portions of Shipments**

For carrier's convenience, any portion of the shipment may be picked up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stopoff point or points. The same rates and charges will apply as would apply had the original vehicle or vehicles from point of origin actually operated through the stopoff point(s) to final destination.

**SECTION 10: Circuitous Limitations at Intermediate Points**

PC Miler shall be used to determine distances from the initial origin to the final destination.

To determine the sum of the distances via the stopoff route, find the applicable miles from the initial origin to the first stopoff point and from each stopoff point to the next stopoff point and from the last stopoff point to final destination, and add the distances.

Note A: Three stops are permitted, exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "stop" as used herein means stopping for the purpose of completing the loading or for partial unloading, not including the receipt of the original part of the shipment nor the final delivery at destination.

Note B: A party tendering or receiving freight at such places or address shall not be deemed a consignor or consignee.

Note C: The term "rate" as used in paragraph 2, Section 8 means the amount of freight charges.

Note D: Export, intercoastal or coastwise traffic may be consigned to an agent of the shipper or consignee who, upon arrival of the freight at carrier's terminal at or nearest to port of export or trans-shipment, shall specify, by attachment to the bill of lading, the pier or piers at which the freight is to be unloaded, in which case, the provisions and charges specified in this item will apply.

Note E: One stop is permitted, exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "stop" as used herein means stopping for the purpose of completing the loading or for partial unloading, not including the receipt of the original part of the shipment nor the final delivery at destination.

Note F: Partial loading and unloading of the same shipment will be permitted only if all stops for loading are completed before stops for unloading are commenced and only when the rate basis number from the initial origin to any stop for partial loading is lower than the rate basis number from the initial origin to any stop at which the shipment from the initial origin to any stop at which the shipment is partially unloaded.

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ISSUED BY:  
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West Chester, PA 19381

For explanation of abbreviations and reference marks refer to Item 995.

**THE PYLE CORPORATION t/d/b/a  
A DUIE PYLE, INC.**

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**ITEM 910**

**STORAGE**

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

1. Storage charges will begin at 7:00 A.M. the third day of business after the freight is received by the carrier. The first day of business being the day the carrier picks up the shipment or the shipment is delivered to the carriers dock.
2. After the unsuccessful attempt to arrange immediate delivery has been made requires the carrier to store the freight more than the free time allowed in paragraph (1), the carrier will immediately notify the consignee or consignor that the freight is on hand and that storage charges are accruing.
3. Freight, stored in the carrier's possession, will be assessed a charge of \$1.25 per 100 pounds or fraction thereof, subject to the following minimum and maximum charges:
  - \$ 20.00 - Minimum storage charge per shipment per day.
  - \$ 75.00 - Maximum charge per shipment for each successive 24 hour period.
4. Charges for storage will be for all consecutive days the carrier holds freight and will end the day prior to delivery of the shipment(s) as a result of action by the consignee, consignor, owner or customs official.

Note A: After 30 days, the carrier reserves the right to dispose of any freight as salvage, deduct any applicable charges due carrier and refund the remainder (if any) to the appropriate shipper or consignee dependent upon the terms of the Bill of Lading.

Note B: The term "day of business" as used in this item is to determine when storage charges are to begin and means Mondays through Fridays, excluding holidays.

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**ITEM 959**

**TRANSFER OF LADING**

When shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates cannot be picked up with the vehicle to be used in transporting the shipment over highway, and the carrier is required to render pickup service with a different vehicle, such shipments will be subject to the charges of paragraph 4, in addition to all other applicable charges. These charges will be collected from the consignor.

When shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates cannot be delivered with the vehicle used in transporting the shipment over the highway, the carrier will notify consignee of this fact in the manner provided in Item 345-1 (Arrival Notice). If the consignee requests carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee.

When consignor or consignee requests that shipments subject to AQ, LTL (weighing 2,000 pounds or more) or TL rates be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges in paragraph 4 will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting service

The charge for the weight of the lading transferred shall be 92 cents per 100 pounds (Note A).

Note A: Subject to a minimum charge of \$138.28 for each transfer on truckload shipment. Each vehicle required for original pickup and/or final delivery will be considered a separate transfer.

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**ITEM 985**

**VEHICLES FURNISHED BUT NOT USED**

1. When carrier, upon receipt of a request to pick up a truckload shipment or to furnish a vehicle for expedited service or for the exclusive use of a consignor or 3<sup>rd</sup> party, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, a charge will be assessed against the consignor making such a request as follows:

Carrier shall apply the flat charge listed below which is based on the mileage from carrier's terminal to the location where the equipment is ordered.

0 to 9 miles	\$80.00
10 to 29 miles	\$105.00
30 to 39 miles	\$135.00
40 to 49 miles	\$155.00
50 or more miles	\$155.00 plus an additional \$25.00 for every 10 miles or fraction thereof

Determination of mileage will be based on the three-digit Zip Code mileage guide HGB 105-Series, issued by Household Goods Carriers' Bureau, Agent.

2. The following charge will be assessed in addition to all other lawfully applicable rates and charges:
- A. On Saturdays, other than a holiday - \$50.00 per man, per hour, or fraction thereof, subject to a Minimum Charge per man, per day of \$425.00.
  - B. On Sundays - \$59.00 per man, per hour, or fraction thereof, subject to a Minimum Charge of \$500.00 per man per day.
  - C. On holidays - \$80.00 per man, per hour, or fraction thereof, subject to a Minimum Charge of \$600.00 per man per day.

Note A: Accrual of these charges will terminate when carrier is notified that the vehicle will not be used.

Note B: There will be an additional charge of 15.00 per 15 minutes or fraction thereof for delay of carrier's vehicle after 30 minutes of free time.

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**RULES AND REGULATIONS**

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**ITEM 985-1**

**VEHICLE FURNISHED BUT NOT USED**  
**ORDER FOR PICKUP RECEIVED BUT NOT USED (LTL)**

When a consignee, consignor or 3<sup>rd</sup> party orders a pickup to be made and then fails to have a shipment when the truck arrives a charge of \$75.00 per attempt will be assessed (Note).

If this occurs on Saturdays, Sundays or Holidays, the existing items pertaining to Saturdays, Sundays and Holidays will also apply.

Note: When the pick up is attempted at New York Zip 114 the charge shall be \$35.00.

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**ITEM 990**

**WEIGHING AND WEIGHTS (LTL)**

Whenever carrier is required to weigh, reweigh and/or inspect a shipment because the weight or description is not shown, described or is inaccurate on the bill of lading at time of pickup, a charge of \$12.50 per shipment shall apply. This charge is to be applied on prepaid shipments only.

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**ITEM 995 Abbreviations and reference marks**

Abbreviation	Explanation	Abbreviation	Explanation
AQ	Any Quantity	lbs	Pound or pounds
&	and	LTL	less than truckload
Ave	Avenue	Ltd	Limited
Blvd	Boulevard	MC	Motor Carrier
Bldg	Building	Mfg	Manufacturing
Bros	Brothers	Min	Minimum
Co	Company	Mt	Mount, Mountain
COD	Collect on Delivery	N	North
Corp	Corporation	(N_)	Note (as N1) in Note 1
Cu	Cubic	NMFC	National Motor Freight Classification
cwt	100 pounds	NOI	Not more specifically described herein or in the NMFC
\$	dollar	PO	Post Office
E	East	RBN	Rate Basis Number
etc	and so forth	Rd	Road
e.g.	for example	S	South
ft	foot - feet	St	Street
i.e.	that is	TL	Truckload
in	inch or inches	US	United States
Inc	Incorporated	Wt	Weight
ICC	Interstate Commerce Commission	W	West
L5C	Less than 500 pounds	10M	10,000 pounds or more
M5C	500 pounds or more	20M	20,000 pounds or more
M1M	1,000 pounds or more	30M	30,000 pounds or more
M2M	2,000 pounds or more	40M	40,000 pounds or more
M5M	5,000 pounds or more		
Reference Marks	Explanation		
(A)	Denotes increase.		
(C)	Denotes change.		
(N)	Denotes no change in rate.		
(R)	Denotes reduction.		
@	Denotes new or addition		

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