



RULES AND REGULATIONS TARIFF PFEG 110

ITEM 100 Default Rate:	3
ITEM 110 Definition – Shipment:.....	3
ITEM 111 Definition – Zones:	3
ITEM 112 Application of Points:	3
ITEM 120 Application of Rates:	4
ITEM 130 Arrival Notice and Undelivered Freight:	4
ITEM 131 Attempted Pickup Charges:	4
ITEM 132 Bags Tendered on Lift Truck Skids, Pallets or Platforms:.....	5
ITEM 140 Bills of Lading – Liabilities and Penalties:	5
ITEM 150 Bills of Lading – Order Notify Shipments:.....	5
ITEM 160 Bills of Lading – Corrected Bills of Lading:	5
ITEM 161 Blind Shipments:.....	5
ITEM 162 Cancellation of Rate and Tariff Agreements Non-Use:	6
ITEM 170 Carrier Liability:	6
ITEM 171 Cargo Claims – Overcharge Claims:	6
ITEM 180 C.O.D. Shipments:	7
ITEM 190 Collect Shipment Non-Credit Fee:.....	7
ITEM 191 Distribution Centers Deliveries:	7
ITEM 192 Grocery Warehouse:	7
ITEM 200 Collection of Freight Charges:.....	8
ITEM 210 Limited Access Locations:.....	8
ITEM 220 Cross Dock Handling Service:.....	10
ITEM 230 Cubic Capacity and Density Rule:	10
ITEM 231 Default Classification:	10
ITEM 240 Detention:	10
ITEM 241 Debris Removal:	10
ITEM 250 Exposition or Convention Center Deliveries:	10
ITEM 260 Extra Labor-Loading or Unloading:	10
ITEM 270 Fractions - Dispositions:	10
ITEM 280 Fuel Surcharge:	10
ITEM 290 Freezable Protection and Perishable Protection Policies:	17
ITEM 300 High-Cost Areas:	18
ITEM 310 Home Depot Unloading Allowance:.....	18
ITEM 320 Handling Freight at Positions Not Immediately Adjacent to Vehicles (Inside Deliveries):.....	18
ITEM 330 Impracticable Operations:	18
ITEM 331 Indemnification:.....	18
ITEM 340 Hazardous Materials Handling Charge:	19
ITEM 350 Irregular Service:	19
ITEM 351 Liability Published Transit Times:.....	19
ITEM 360 Lift Gate Service:.....	19
ITEM 370 Light or Bulky Freight:	19
ITEM 380 Lineal Foot Minimum Charge:	20
ITEM 381 Determination of Freight Dimensions:	20
ITEM 390 Lumper Services:	20
ITEM 410 Marking or Tagging Freight:	20
ITEM 431 Minimum Charge Absolute Default Rate:	21
ITEM 432 Mixed Shipments Articles Classified by Weight or Quantity:.....	21
ITEM 440 Notification Prior to Delivery:	22
ITEM 450 Over-Dimension Freight – Over-Length Charge:.....	22
ITEM 460 Pickup or Delivery at Private Residences or Businesses Operated from a Private Residence:....	22
ITEM 461 Pallet Rates Annual Adjustments:.....	22
ITEM 470 Pickup or Delivery Service - Saturdays, Sundays, Holidays, or Non-Business Hours:	22
ITEM 471 Prohibited Hazardous or Non-Hazardous Articles:.....	23

ITEM 480 Quotations of Estimated Charges:	24
ITEM 490 Precedence of Rates:	24
ITEM 500 Reconsignment or Diversion:	24
ITEM 510 Redelivery Service:	24
ITEM 520 Released Valuation and Liability on Commodities Subject to Exceptions Ratings and/or Pallet Ratings:.....	24
ITEM 530 Returned, Undelivered Shipments:	25
ITEM 541 Shipment Weighing and Classification Inspection/Research:.....	25
ITEM 550 Single Shipment Pickup Charge:	26
ITEM 560 Sorting or Segregating:	26
ITEM 570 Special Services – Equipment:.....	26
ITEM 580 Storage Charges:	26
ITEM 582 Toll Surcharge:	26
ITEM 581 Termination of Rates With or Without Cause:	26
ITEM 582 Unpack Service:	26
ITEM 590 Weight Verification:	26

PERFORMANCE FREIGHT SYSTEMS, INC.
RULES AND REGULATIONS

TARIFF PFEG 110

ITEM 100 Default Rate:

Except as otherwise provided, the term default rate will be the most current SMC CZAR, US DOMESTIC series tariff in effect on the date of tender.

ITEM 110 Definition – Shipment:

Except as otherwise provided, a Shipment is a lot of freight received from one consignor, at one point of origin, at one time, for one consignee, at one destination, and covered by one bill of lading.

Two or More lots of freight that meet all criteria of a Shipment but are covered by more than one bill of lading can be combined into a single shipment using a master bill of lading at the discretion of the Carrier. The resulting consolidated shipment shall be subject to all rules, regulations, and charges that would apply if the freight were to be tendered to the Carrier as a single shipment.

A Less-than-Truckload (LTL) shipment is any quantity of freight which is not subject to truckload rates and minimum weights. A Truckload Shipment is a shipment for which truckload rates and minimum weights are provided. The term "Truck" as used herein shall mean a truck, trailer, or semi-trailer.

ITEM 111 Definition – Zones:

When items specifically refer to zones, the following individual states or zip code ranges will apply.

<u>PFEG Zone:</u>	<u>State:</u>	<u>3 Digit Zip Range:</u>
Chicago & its Commercial Zone	IL*	600-611
Midwest Zone	IA	500-528
Midwest Zone	IL*	612-629
Midwest Zone	IN	463-469
Midwest Zone	MI	490-491, 495
Midwest Zone	MN*	550-567
Midwest Zone	MO*	630-658, 72643
Midwest Zone	NE	680-681, 684-685
Midwest Zone	SD	570-571
Midwest Zone	KS	661-662, 666
Southeast Zone	AL	350-369
Southeast Zone	GA	300-319, 398-399
Southeast Zone	KY	400-427
Southeast Zone	NC	270-289
Southeast Zone	SC	290-299
Southeast Zone	TN	370-385
Wisconsin Intrastate Zone 1	WI	530-534
Wisconsin Intrastate Zone 2	WI	535-537, 542-543, 549
Wisconsin Intrastate Zone 3	WI	538-539, 541*, 544
Wisconsin Intrastate Zone 4	WI	546-547
Wisconsin Intrastate Zone 5	WI	540, 545*, 548*

**Indicates inclusion of points with additional charges as stated in Item 300 of PFEG 110*

ITEM 112 Application of Points:

Applicable points are limited to the points shown in Item 111 of PFEG110 rules and regulations tariff. Outbound collect pricing applicable only if consignee does not have pre-arranged pricing. Type (OB/IB) denotes if pricing is reversible (same rate in the opposite directions) or not. After discounts, charges per freight bill shall not be less than minimum charges (Min/C) listed in discount & minimum charge application of customer tariff. For carrier liability related to class exceptions, see pertinent items of the PFEG 100 rules and regulations tariff.

ITEM 120 Application of Rates:

Except as otherwise provided, rates herein are stated in cents per 100 pounds. Unless otherwise provided, rates herein include pickup and delivery service within the limits of the cities, towns, or villages from and to which rates apply. Such services will only be performed at points directly accessible to carrier's vehicle. In no case shall the charge for a lesser quantity of freight be greater than the charge for a greater quantity of like kind freight moving from and to the same points over the same route.

Pricing programs apply on commodities specifically provided for individual customer tariff items or contracts. Customer's tariffs and contracts will be in hard copy form designated with a customer account code and offered as support of final charges. These tariffs and or contracts may or may not be signed by both the Customer and Carrier. Tariffs or contracts that will apply will be that of the most current effective date of either and will be subject to Item 430 of Tariff PFEF 110. Carrier reserves the right to modify, suspend or cancel pricing programs at its sole discretion at any time without notice.

ITEM 130 Arrival Notice and Undelivered Freight:

Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.

If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.

The notice will be given by telephone, if convenient and practicable, otherwise by mail or courier. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of the shipment.

If the consignee's address is unknown to the carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the Bill of Lading.

In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 AM on the first business day after it was mailed.

UNDELIVERED FREIGHT:

If Freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.

Undelivered shipments will be subject to Storage as provided in Item 580.

On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.

ITEM 131 Attempted Pickup Charges:

When at no fault of the Carrier, a pickup has been attempted and that shipment has been cancelled and or is not ready within thirty minutes of the original notification ready time. The original responsible party requesting the pickup will be assessed the following charge for the zone the pickup has been attempted.

<u>STATE</u>	<u>CHARGE</u>
Chicago & its Commercial Zone	\$60.00
Midwest Zone	\$85.00
Southwest Zone	\$107.00
WI Intrastate Zone 1	\$50.00
WI Intrastate Zone 2	\$53.00
WI Intrastate Zone 3	\$53.00
WI Intrastate Zone 4	\$76.00
WI Intrastate Zone 5	\$76.00
All Other USA Points	\$125.00

ITEM 132 Bags Tendered on Lift Truck Skids, Pallets or Platforms:

Shipments with products tendered in bags will be subject to the NMFC item 680 Packing or Packaging-General requirements. Performance Freight Systems will not assume liability when the packaging requirements of this item are not met; even the event in that a shipment tendered has inadvertently been accepted.

ITEM 140 Bills of Lading – Liabilities and Penalties:

Carrier will not be responsible for any liability provided on Bills of Lading. Carrier will not be responsible for any penalties, late fees, or any other similar charges regardless if shown on original Bills of Lading. Carriers' drivers' signature does not indicate acceptance of any of the aforementioned terms.

ITEM 150 Bills of Lading – Order Notify Shipments:

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$28.00 per shipment, which charge will be in addition to all other lawful transportation charges.

ITEM 160 Bills of Lading – Corrected Bills of Lading:

A charge of \$18.50 in addition to all other applicable charges will be assessed against the payor of the freight charges for processing such corrected bills of lading. Any change in the collection status will not be permitted after payment has been received.

1. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
2. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within the prescribed credit guidelines.
3. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper and the shipper must have established credit with Performance Freight Systems. 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.
4. 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 the time of shipment, and the shipment has not yet been delivered. The third-party bill to must have established credit and guarantee to pay Performance Freight Systems. Should the third-party bill to fail to pay within terms, then the original shipper will become responsible for the freight charges. Such a shipment will not be excepted if the consignor executes section 7 of the bill of lading.
5. Redelivery, storage, or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.
6. Corrected bills of lading changing the description, density, or weight of commodities in a shipment will not be accepted by the carrier without submission of conclusive documentary proof that the description, density, or weight is as claimed on the corrected bill of lading. The carrier reserves the right to refuse corrections where the validity of the correction information has not been verified to the satisfaction of the carrier, or where execution of the correction request would violate laws, rules, or regulations.

ITEM 161 Blind Shipments:

1. Requestor must complete and fax/e-mail to Carrier form "Letter of Authority for Blind Shipments" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a returned fax/e-mail.
2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
3. A charge of \$68.00 will apply in addition to all other applicable charges.
4. Actual origin city, state and zip and ultimate destination city, state and zip will be shown on Carrier's bill.

5. Charges as found in 410 (Marking or Tagging Freight) will not apply on shipments subject to this item.
6. Only request prior to pick up will be considered for this service.
7. If the "Letter of Authority for Blind Shipments" form is not received by the Carrier prior to pick up, the request will be handled as a Reconsignment subject to the provisions of Item 500 herein.
8. See Item 500 for Reconsignment or Diversion.
9. Charges for this service and applicable line haul charges must be billed prepaid and paid by the party requesting the service.
10. Carrier will make a diligent effort to execute a request for Blind Shipment but will not be responsible if such service is not affected.

ITEM 162 Cancellation of Rate and Tariff Agreements Non-Use:

Tariffs provided will be terminated 180 (one hundred and eighty) days from the effective date, if not utilized. Shipments inadvertently accepted will be subject to the default rate, see ITEM 100.

ITEM 170 Carrier Liability:

Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability will be subject to item 520 but in no event will exceed \$5.00 per pound per individual lost or damaged piece within the shipment, subject to \$25,000.00 maximum total liability per shipment, and provided further that Carrier's liability on household goods, articles other than new articles, such as used and/or refurbished articles, or personal effects shall not exceed ten cents per pound per individual lost or damaged piece within the shipment. For this purpose, the declared value of the property is hereby specifically stated by the Shipper to be \$ _____, and Shipper agrees to pay an additional minimum charge of \$30.00 or one and twenty hundredths percent (1.20%) per \$100.00 of value in excess of the standard covered liability at the time of shipment for excess liability coverage whichever is greater. Total declared value may not exceed \$100,000.00 per shipment. The following terms will apply.

1. Prior notification of shipment along with the requested amount of the excess amount of additional liability must be requested prior to dispatch - via e-mail to customerservice@performancefreight.com or fax to (414) 385-5450. Authorized approval will be returned either via e-mail or fax.
2. The shipment must be prepaid.
3. COD shipments will be exempt.
4. Shipments may be refused due to inadequate packaging at the time of pickup or at the first origin terminal. If at the first origin terminal shipment will be subject to the customer's tariff in place at the time of shipment from the first origin terminal zip code to the zip code of original origin pickup.
5. Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure.
6. Insurance coverage will exclude rust, oxidation, and discoloration.

ITEM 171 Cargo Claims – Overcharge Claims:

Carrier does follow and abide by:

1. Principles and Practices for the Investigation and Disposition of Loss and Damage Claims, I.C.C. Regulations on Freight Claims (Ex parte 263) (49 C.F.R. 1005).
2. Maximum liability charge for repair of damaged goods not to exceed \$50.00 per hour.
3. Cargo Claims in amounts of \$50.00 or less per freight bill will not be accepted.
4. Overcharge claims in amounts of \$10.00 or less per freight bill will not be accepted.
5. All claims for loss or damage must be filed within nine (9) months of the delivery date, or in the case of non-delivery, within nine (9) months of a reasonable time for delivery.
6. At no time shall a customer deduct or offset any cargo claim or other alleged claim against charges owed to Performance Freight Systems, Inc.
7. In no event shall Carrier be held liable for any special, incidental, or consequential damages (including damages resulting from loss, damage, or delay to shipment or
8. Commercial loss of any kind including damage to business reputation or loss of business profits, or
9. Loss, damage, or expenses directly or indirectly arising from the Carrier's services including failure to make a timely delivery, short delivery, or non-delivery whether or not Carrier has been advised of the possibility of such damage or loss
10. Including but not limited to, any penalties, fines, chargeback's, fees, loss of profits

or income assessed by the Shipper, Consignee, or Third Party for failure to provide services up to and including specific transit times, scheduled deliveries, or failure for transfer of documentation including but not limited to packing lists or customs forms, and/or information from consignor or consignee.

ITEM 180 C.O.D. Shipments:

Collect on Delivery (C.O.D.) shipments are defined as shipments which require the collection of freight bill payment at time of delivery by the consignee. C.O.D. shipments are no longer accepted by the carrier and will be denied if no other form of payment is feasible for the bill-to customer.

ITEM 190 Collect Shipment Non-Credit Fee:

When credit has not been previously established and the collection of freight charges is required at the time of delivery. A fee of \$48.00 will be assessed.

ITEM 191 Distribution Centers Deliveries:

All shipments to the following Distribution Centers must be tendered on pallets for delivery with shrink wrap intact. Subsequent shortage claims will not be honored if the shrink wrap was intact, and the correct number of pallets was delivered.

A fee of \$75.00 per shipment shall be assessed. There shall be a direct pass through for any Distribution Centers requiring any unloading allowances, or fees.

The shipment fee and any direct pass-through unloading allowances and or charges shall be in addition to all other applicable charges and shall be collected from the party responsible for payment of the freight charges.

1. Walmart Distribution Centers
2. Target Distribution Centers
3. Amazon Distribution Centers
4. Menards Distribution Centers
5. Sams Distribution Centers
6. Walgreens Distribution Centers
7. Home Depot

Note: Restaurant Depot are no longer serviced by Performance Freight Systems, Inc.

ITEM 192 Grocery Warehouse:

A fee of \$60.00 per shipment shall be assessed to any shipment delivered to a warehouse and or food service distributor (which includes food service, grocery, drug, and general retail facilities, including, **but not limited** to the companies listed below). This fee is in addition to all other applicable charges

- McLane Midwest
- O'Hare Airport
- Roundy's
- Super Value
- United Natural Food (UNFI)
- Walmart
- Caldor Inc
- K-Mart
- Ames
- Wakefern Food
- Bloomingdales
- Neuman Wholesale
- Target
- Gordon Foods
- Costco
- US Food
- C&S Wholesale Grocers

Additional pass-through charges will apply to all Grocery Warehouses Facilities.

Performance Freight Systems, Inc. will not be responsible for providing food grade quality trailers nor assume any liability if product is loaded on a non-food grade quality trailer.

The shipment fee and any direct pass-through unloading allowances and or charges shall be in addition to all other applicable charges and shall be collected from the party responsible for payment of the freight charges.

ITEM 200 Collection of Freight Charges:

SECTION 1 - COLLECTION OF FREIGHT CHARGES

All rates and charges are subject to the payment rules and regulations of the Interstate Commerce Commission at 49 CFR 377, and the provisions set forth herein.

All lawfully applicable freight charges are due and payable at time of shipment for PREPAID shipments, and at time of delivery for COLLECT shipments. Upon request and receipt of information sufficient to assure payment of tariff charges at a later date, credit may be extended for a period of thirty (30) calendar days, beginning on the day following the date of mailing of the Freight Bill by the carrier, including Saturdays, Sundays, and holidays.

SECTION 2 - PENALTY FOR NON-PAYMENT OR LATE PAYMENT

Allowance or discounts shall apply only when tariff charges are paid within the maximum credit period of 45 calendar days permitted by 49 CFR 377.

Failure to make payment of freight charges to the carrier for service performed within sixty (60) calendar days of presentation of the Freight Bill will result in the following late payment service charges:

<u>Age of Unpaid Invoice</u>	<u>Late Payment Service Charge (% of principal)</u>	<u>Minimum Service Charge</u>
61-90 days	25.0%	\$125.00
Over 90 days	50.0%	\$250.00

SECTION 3 - CHARGES FOR RETURNED CHECKS

When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the carrier, and the check is returned unpaid due to insufficient funds, or stop payment, or any other reason, an additional service charge of \$100.00 per check will be assessed.

SECTION 4 - THIRD PARTY BILLING

When a party other than the consignor or 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 shipment, except as provided in Paragraph 3.

When consignor requests carrier to bill a third party, the shipment must be prepaid, and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the specified credit period. Shipments subject to the provisions of this section will not be accepted if the consignor executes Section 7 of the Bill of Lading.

SECTION 5 – OFFSET OF OVERCHARGE AND LOSS & DAMAGE CLAIMS

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

ITEM 210 Limited Access Locations:

When Carrier makes a pickup or delivery at a location with Limited Access, the following charge shall apply per the following PFEG Zone, State and three Digit Zip Range.

<u>PFEG Zone:</u>	<u>State:</u>	<u>3 Digit Zip Range:</u>	<u>AMC:</u>
Chicago and its Commercial Zone	IL	600-611	66.50
Midwest Zone	IA	500-528	72.00
Midwest Zone	IL	612-629	72.00
Midwest Zone	IN	463-469	72.00
Midwest Zone	MI	490-491, 495	72.00
Midwest Zone	MN	550-567	72.00
Midwest Zone	MO	630-658, 72643	72.00
Midwest Zone	NE	680-681, 684-685	72.00
Midwest Zone	SD	570-571	72.00

Midwest Zone	KS	660-672	78.00
Southeast Zone	AL	350-369	78.00
Southeast Zone	GA	300-319, 398-399	78.00
Southeast Zone	KY	400-427	78.00
Southeast Zone	NC	270-289	78.00
Southeast Zone	SC	290-299	78.00
Southeast Zone	TN	370-385	78.00
Wisconsin Intrastate Zone 1	WI	530-534	60.00
Wisconsin Intrastate Zone 2	WI	535-537, 542-543, 549	60.00
Wisconsin Intrastate Zone 3	WI	538-539, 541, 544	66.50
Wisconsin Intrastate Zone 4	WI	546-547	72.00
Wisconsin Intrastate Zone 5	WI	540, 545, 548	72.00
All Other USA Points			85.00

The terms LIMITED ACCESS LOCATIONS include but are not limited to the following:

- Apartment Complexes
- Airports
- Camp sites
- Cemeteries
- Commercial establishments not accessible to a tractor with a 53' trailer
- Commercial establishments not open to the walk-in public during normal business hours
- Condominiums
- Construction Sites (see note 1)
- Fairs / Carnivals
- Farms
- Funeral Homes
- Government Facilities
- Golf Courses / Country Clubs
- Harbors / Marinas
- Hospitals
- Hotels / Lodging
- Military Bases / Installations
- Mine / Quarry Sites (see note 2)
- Nursing Home/ Assisted Living
- Parks
- Places of Worship
- Power Plants
- Prisons / Detention Centers
- Restaurants
- Schools
- Self-storage Warehouses
- Universities
- Vineyards / Wineries
- Water Treatment Plants

**Freight charges must be PPD on all shipments consigned to Limited Access Locations*

In the case of delivery, the charge provided for in this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of ITEM 440 and assessed to the party requiring the additional notice.

Note 1 - The term "Construction Site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2 – The term "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which

coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

ITEM 220 Cross Dock Handling Service:

When freight is delivered to a Performance Freight Systems terminal for distribution and is picked up at the same Performance Freight Systems terminal dock by the consignee or an interline carrier or delivered to Performance Freight Systems for consolidation or distribution, a handling charge of \$1.80 per cwt., subject to a \$36.00 minimum charge will apply.

ITEM 230 Cubic Capacity and Density Rule:

When a shipment is tendered and occupies 750 cubic feet or more or occupies 12 linear feet or more with a density of less than 6 pounds per cubic foot, it shall be subject to this item. Eligible shipments will be subject to a minimum charge determined by the applicable class 77.5 rate per customer contract attachment A and or tariff in effect at the time of shipment multiplied by the calculated weight. The calculated weight may be determined by multiplying the cubic capacity of the shipment by 6 pounds for each cubic foot or portion thereof. When this item has application, the carriers' freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge will be assessed. Shipments subject to the provisions of this item shall not be subject to any otherwise applicable discounts.

ITEM 231 Default Classification:

In the event a shipment is inadvertently accepted for which a NMF 100 series item number is not provided, or one cannot be established using the description on the bill of lading, a default class of 175 shall be used to rate the shipment. Upon satisfactory proof prior to delivery of the actual class, an adjustment shall be made.

ITEM 240 Detention:

1. There will be thirty (30) minutes of free time allowed after truck arrives and is made available for loading and/or unloading.
2. For delay beyond free time, charges apply as outlined below.
3. Detention charges will be applied to all shipments handled at pickup/delivery in proportion to the total pickup/delivery. The charges will be prorated based upon each shipment weight as it relates to the total.
4. Loading or unloading at more than one site at or on the premises of the consignor, consignee, or other designated party shall constitute one vehicle stop. CHARGES: Free time of 30 minutes upon arrival Charges for each 15-minute increment rounding up beyond 30 minutes free time \$35.00.

ITEM 241 Debris Removal:

If requested by the Consignor or Consignee, Carrier may remove and dispose of packaging materials. The charge for this service shall be \$44.00 per shipment. Removing of packaging debris does not include unpacking of the shipment itself; for unpacking charges to apply, see item 570.

ITEM 250 Exposition or Convention Center Deliveries:

When a shipment is tendered to either picked up from or consigned to an Exposition Center or Convention Center the following charges will apply.

Eligible shipments will be prepaid and subject to an absolute minimum charge of \$200.00 and determined by the applicable class 100 rate. Shipments subject to the provisions of this item shall not be subject to any otherwise applicable discounts.

ITEM 260 Extra Labor-Loading or Unloading:

When the consignor or consignee requires the service of an additional person for loading or unloading purposes, there will be an additional charge of \$116.00 per hour subject to a 1-hour minimum charge.

ITEM 270 Fractions - Dispositions:

If a fraction results when computing the charges on a shipment, dispose of the fraction as follows:

- a. If less than .5 of $\frac{1}{2}$, drop the fraction.
- b. If .5 of $\frac{1}{2}$ or greater, increase the fraction to the next whole number.

ITEM 280 Fuel Surcharge:

The surcharge will apply to net freight charges. The surcharge will be calculated utilizing the Department of Energy U.S. National average fuel price index. This index is available from the United States Department of

Energy each Monday after 4:00 P.M. by calling (202) 586-6966 or at the Web site:

<http://www.eia.gov/petroleum/gasdiesel/>.

The fuel surcharge will be as follows and will be updated each Tuesday by 9:00 A.M except when Monday's release date falls on a government holiday, when the data will be updated on Wednesday (but still reflect Monday's price).

The LTL fuel surcharge will be calculated on shipments weighing less than 15,000 lbs, or utilizing less than 15 linear feet of any one shipment.

The TL fuel surcharge will be calculated on shipments weighing more 15,000 lbs. or more, or utilizing 15 linear feet or more of any one shipment.

WHEN THE APPLICABLE AVERAGE DIESEL PRICE IS: (In Cents Per Gallon)		FUEL SURCHARGE PERCENT	
Column A		Column B	
AT LEAST	BUT LESS THAN	LTL	TL
110	111	5.60%	8.70%
111	112	5.70%	8.90%
112	113	5.80%	9.00%
113	114	5.90%	9.20%
114	115	6.00%	9.30%
115	116	6.10%	9.50%
116	117	6.20%	9.60%
117	118	6.30%	9.80%
118	119	6.40%	9.90%
119	120	6.50%	10.10%
120	121	6.60%	10.20%
121	122	6.70%	10.40%
122	123	6.80%	10.50%
123	124	6.90%	10.70%
124	125	7.00%	10.80%
125	126	7.10%	11.00%
126	127	7.20%	11.10%
127	128	7.30%	11.30%
128	129	7.40%	11.40%
129	130	7.50%	11.60%
130	131	7.60%	11.70%
131	132	7.70%	11.90%
132	133	7.80%	12.00%
133	134	7.90%	12.20%
134	135	8.00%	12.30%
135	136	8.10%	12.50%
136	137	8.20%	12.60%
137	138	8.30%	12.80%
138	139	8.40%	12.90%
139	140	8.50%	13.10%
140	141	8.60%	13.20%
141	142	8.70%	13.40%
142	143	8.80%	13.50%
143	144	8.90%	13.70%
144	145	9.00%	13.80%
145	146	9.10%	14.00%

146	147	9.20%	14.10%
147	148	9.30%	14.30%
148	149	9.40%	14.40%
149	150	9.50%	14.60%
150	151	9.60%	14.70%
151	152	9.70%	14.90%
152	153	9.80%	15.00%
153	154	9.90%	15.20%
154	155	10.00%	15.30%
155	156	10.10%	15.50%
156	157	10.20%	15.60%
157	158	10.30%	15.80%
158	159	10.40%	15.90%
159	160	10.50%	16.10%
160	161	10.60%	16.20%
161	162	10.70%	16.40%
162	163	10.80%	16.50%
163	164	10.90%	16.70%
164	165	11.00%	16.80%
165	166	11.10%	17.00%
166	167	11.20%	17.10%
167	168	11.30%	17.30%
168	169	11.40%	17.40%
169	170	11.50%	17.60%
170	171	11.60%	17.70%
171	172	11.70%	17.90%
172	173	11.80%	18.00%
173	174	11.90%	18.20%
174	175	12.00%	18.30%
175	176	12.10%	18.50%
176	177	12.20%	18.60%
177	178	12.30%	18.80%
178	179	12.40%	18.90%
179	180	12.50%	19.10%
180	181	12.60%	19.20%
181	182	12.70%	19.40%
182	183	12.80%	19.50%
183	184	12.90%	19.70%
184	185	13.00%	19.80%
185	186	13.10%	20.00%
186	187	13.20%	20.10%
187	188	13.30%	20.30%
188	189	13.40%	20.40%
189	190	13.50%	20.60%
190	191	13.60%	20.70%
191	192	13.70%	20.90%
192	193	13.80%	21.00%
193	194	13.90%	21.20%
194	195	14.00%	21.30%
195	196	14.10%	21.50%
196	197	14.20%	21.60%

197	198	14.30%	21.80%
198	199	14.40%	21.90%
199	200	14.50%	22.10%
200	201	14.60%	22.20%
201	202	14.70%	22.40%
202	203	14.80%	22.50%
203	204	14.90%	22.70%
204	205	15.00%	22.80%
205	206	15.10%	23.00%
206	207	15.20%	23.20%
207	208	15.30%	23.30%
208	209	15.40%	23.50%
209	210	15.50%	23.70%
210	211	15.60%	23.80%
211	212	15.70%	24.00%
212	213	15.80%	24.20%
213	214	15.90%	24.30%
214	215	16.00%	24.50%
215	216	16.10%	24.70%
216	217	16.20%	24.80%
217	218	16.30%	25.00%
218	219	16.40%	25.20%
219	220	16.50%	25.30%
220	221	16.60%	25.50%
221	222	16.70%	25.70%
222	223	16.80%	25.80%
223	224	16.90%	26.00%
224	225	17.00%	26.10%
225	226	17.10%	26.30%
226	227	17.20%	26.50%
227	228	17.30%	26.60%
228	229	17.40%	26.80%
229	230	17.50%	27.00%
230	231	17.60%	27.10%
231	232	17.70%	27.30%
232	233	17.80%	27.50%
233	234	17.90%	27.60%
234	235	18.00%	27.80%
235	236	18.10%	28.00%
236	237	18.20%	28.10%
237	238	18.30%	28.30%
238	239	18.40%	28.50%
239	240	18.50%	28.60%
240	241	18.60%	28.80%
241	242	18.70%	29.00%
242	243	18.80%	29.10%
243	244	18.90%	29.30%
244	245	19.00%	29.40%
245	246	19.10%	29.60%
246	247	19.20%	29.80%
247	248	19.30%	29.90%

248	249	19.40%	30.10%
249	250	19.50%	30.30%
250	251	19.60%	30.40%
251	252	19.70%	30.60%
252	253	19.80%	30.80%
253	254	19.90%	30.90%
254	255	20.00%	31.10%
255	256	20.10%	31.30%
256	257	20.20%	31.40%
257	258	20.30%	31.60%
258	259	20.40%	31.80%
259	260	20.50%	31.90%
260	261	20.60%	32.10%
261	262	20.70%	32.30%
262	263	20.80%	32.40%
263	264	20.90%	32.60%
264	265	21.00%	32.70%
265	266	21.10%	32.90%
266	267	21.20%	33.10%
267	268	21.30%	33.20%
268	269	21.40%	33.40%
269	270	21.50%	33.60%
270	271	21.60%	33.70%
271	272	21.70%	33.90%
272	273	21.80%	34.10%
273	274	21.90%	34.20%
274	275	22.00%	34.40%
275	276	22.10%	34.60%
276	277	22.20%	34.70%
277	278	22.30%	34.90%
278	279	22.40%	35.10%
279	280	22.50%	35.20%
280	281	22.60%	35.40%
281	282	22.70%	35.60%
282	283	22.80%	35.70%
283	284	22.90%	35.90%
284	285	23.00%	36.00%
285	286	23.10%	36.20%
286	287	23.20%	36.40%
287	288	23.30%	36.50%
288	289	23.40%	36.70%
289	290	23.50%	36.90%
290	291	23.60%	37.00%
291	292	23.70%	37.20%
292	293	23.80%	37.40%
293	294	23.90%	37.50%
294	295	24.00%	37.70%
295	296	24.10%	37.90%
296	297	24.20%	38.00%
297	298	24.30%	38.20%
298	299	24.40%	38.40%

299	300	24.50%	38.50%
300	301	24.60%	38.70%
301	302	24.70%	38.90%
302	303	24.80%	39.00%
303	304	24.90%	39.20%
304	305	25.00%	39.30%
305	306	25.10%	39.50%
306	307	25.20%	39.70%
307	308	25.30%	39.80%
308	309	25.40%	40.00%
309	310	25.50%	40.20%
310	311	25.60%	40.30%
311	312	25.70%	40.50%
312	313	25.80%	40.70%
313	314	25.90%	40.80%
314	315	26.00%	41.00%
315	316	26.10%	41.20%
316	317	26.20%	41.30%
317	318	26.30%	41.50%
318	319	26.40%	41.70%
319	320	26.50%	41.80%
320	321	26.60%	42.00%
321	322	26.70%	42.20%
322	323	26.80%	42.30%
323	324	26.90%	42.50%
324	325	27.00%	42.60%
325	326	27.10%	42.80%
326	327	27.20%	43.00%
327	328	27.30%	43.10%
328	329	27.40%	43.30%
329	330	27.50%	43.50%
330	331	27.60%	43.60%
331	332	27.70%	43.80%
332	333	27.80%	44.00%
333	334	27.90%	44.10%
334	335	28.00%	44.30%
335	336	28.10%	44.50%
336	337	28.20%	44.60%
337	338	28.30%	44.80%
338	339	28.40%	45.00%
339	340	28.50%	45.10%
340	341	28.60%	45.30%
341	342	28.70%	45.50%
342	343	28.80%	45.60%
343	344	28.90%	45.80%
344	345	29.00%	45.90%
345	346	29.10%	46.10%
346	347	29.20%	46.30%
347	348	29.30%	46.40%
348	349	29.40%	46.60%
349	350	29.50%	46.80%

350	351	29.60%	46.90%
351	352	29.70%	47.10%
352	353	29.80%	47.30%
353	354	29.90%	47.40%
354	355	30.00%	47.60%
355	356	30.10%	47.80%
356	357	30.20%	47.90%
357	358	30.30%	48.10%
358	359	30.40%	48.30%
359	360	30.50%	48.40%
360	361	30.60%	48.60%
361	362	30.70%	48.80%
362	363	30.80%	48.90%
363	364	30.90%	49.10%
364	365	31.00%	49.20%
365	366	31.10%	49.40%
366	367	31.20%	49.60%
367	368	31.30%	49.70%
368	369	31.40%	49.90%
369	370	31.50%	50.10%
370	371	31.60%	50.20%
371	372	31.70%	50.40%
372	373	31.80%	50.60%
373	374	31.90%	50.70%
374	375	32.00%	50.90%
375	376	32.10%	51.10%
376	377	32.20%	51.20%
377	378	32.30%	51.40%
378	379	32.40%	51.60%
379	380	32.50%	51.70%
380	381	32.60%	51.90%
381	382	32.70%	52.10%
382	383	32.80%	52.20%
383	384	32.90%	52.40%
384	385	33.00%	52.50%
385	386	33.10%	52.70%
386	387	33.20%	52.90%
387	388	33.30%	53.00%
388	389	33.40%	53.20%
389	390	33.50%	53.40%
390	391	33.60%	53.50%
391	392	33.70%	53.70%
392	393	33.80%	53.90%
393	394	33.90%	54.00%
394	395	34.00%	54.20%
395	396	34.10%	54.40%
396	397	34.20%	54.50%
397	398	34.30%	54.70%
398	399	34.40%	54.90%
399	400	34.50%	55.00%

When the price of diesel fuel is 401 cents per gallon or greater, the LTL fuel surcharge will increase by an additional 0.10% for every one-cent increase in the price of fuel.

When the price of diesel fuel is 401 cents per gallon or greater, the TL fuel surcharge will increase by an additional 0.20% for every one-cent increase in the price of fuel.

ITEM 290 Freezable Protection and Perishable Protection Policies:

Protective service for freezable shipments will be provided at Carrier's discretion on shipments from November 1st through April 30th. Freezable protected shipments excepted will not be guaranteed at a certain temperature but protected not to become a solid at temperatures below 10 degrees Fahrenheit, subject to the following:

- a. Suitable equipment is available.
- b. The Bill of Lading must be clearly marked with the notation, "Protect from Freezing".
- c. Outside temperature is forecast to be 10 degrees Fahrenheit or higher.
- d. Protect from Freezing service will be available on Thursdays but at the Carriers discretion may be held for freeze protection based on projected weather forecasts and shipment destination.
- e. Protect from Freezing service will not be available on Fridays or the day before a holiday.
- f. Protect from Freezing service will not be available on shipments requiring appointments.
- g. Protect from Freezing service will not be available on shipments requiring "will call" or "dock pick up".
- h. Protect from Freezing service will not be available on COD and Order Notify shipments.
- i. When Protect from Freezing is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- j. Each package must have the notation "protect from freezing" if the shipment is less than 10,000 lbs. Carrier's cargo claim liability will be subject to the limits and provisions as provided in the current PFE 110 Rules and Regulations Tariff.

Carrier may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

Protective service for Perishable shipments will be provided subject to the following:

- a. The Bill of Lading must be plainly and visibly marked "PERISHABLE", "PROTECT FROM THAWING", or with words of a similar nature. The Freight itself must be clearly marked "PERISHABLE"
- b. Perishable shipments will not be accepted after Wednesday, any Holiday or if projected days, not offering transit time that will allow the Carrier to deliver within its scheduled service days.
- c. Perishable shipments must be packed to maintain an adequate temperature to protect the product beyond a 24-hour period of the projected or scheduled delivery.
- d. Performance Freight Systems shall not be liable for loss, damage, delay or other results caused by (1) acts of God, public enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, hazards or dangers coincident of a state of war(2) the act or default of the shipper or consignee, including any breach of the warranty set forth in Section C above, (3) the nature of the shipment or any defect, characteristic or inherent vice thereof, (4) violations by the shipper or consignee of any of these conditions of contract, (5) compliance or non-compliance with delivery or special instructions for days calculated from the Performance Freight Systems published service matrix.
- e. Perishable shipments will not be accepted when the temperature is actually or forecasted to be Eighty (80) degrees Fahrenheit or more.
- f. Perishable shipments deemed undeliverable between the normal work week and hours between 8:00 AM and 5:00 PM due to the hours of the consignee will be ineligible for a claim of liability against the carrier.
- g. Perishable shipments requiring appointment delivery or order notify will be exempt from this service and if inadvertently accepted will be returned to the shipper the following day.
- h. The areas of service covered in this policy are as follows, WI, MN, IA, and Chicago, IL. Commercial Zone.
- i. Performance DOES NOT offer any refrigerated services. We will not be responsible for any Perishable shipments in the event of spoiling, melting, expiration of materials up to liability of the class and weight of the shipment excluding tare weight, provided all the terms of this item have been met. Additional Insurance can be purchased at an additional cost.
- j. Additional Insurance – Cost of item must be clearly stated on the bill of lading at the time of pick up. Performance Freight Systems may decline any shipment when weather forecasts or prevailing road conditions indicate likely highway closures.

Performance Freight Systems reserves the right to refuse dispatch of perishable shipments. The charge for Protect from Freezing or Protective service for Perishable shipments is \$1.70 cwt. subject to a minimum charge of \$29.00 per shipment.

ITEM 300 High-Cost Areas:

- A. **When a shipment is tendered to either be picked up from or consigned to any points as not defined in a PFEG Zone in Item 111 of the current PFEG 110 rules and regulations tariff on the date of tender, the following charges will apply.** Eligible shipments will be subject to the governing class of the SMC CZAR, US DOMESTIC series tariff rates in effect on the date of tender. The Minimum Charge will be determined by the Minimum Charge Absolute Default Rate provided under Item 431. Shipments subject to the provisions of Item 431 shall not be eligible for any otherwise applicable discounts. Shipments tendered exceeding this amount will receive a 65% discount.
- B. **When a shipment is tendered to either be picked up from or consigned to any of the following points, the following surcharge will apply.** This surcharge will be in addition to all other rates and assessorial charges in effect on the date of shipment.

<u>PFEG Zone:</u>	<u>State:</u>	<u>3 Digit Zip Range:</u>	<u>Surcharge:</u>
Midwest Zone	IL	60666	\$ 50.00
Midwest Zone	IL	624, 628-629	\$ 75.00
Midwest Zone	MN	556-558, 562-567*	\$ 50.00
Midwest Zone	MN	56711, 56741	\$ 330.00
Midwest Zone	MO	634-635, 638-639, 655-657	\$ 65.00
Wisconsin Intrastate Zone 3	WI	54102-54103, 54119-54121, 54125, 54151, 54156	\$ 50.00
Wisconsin Intrastate Zone 5	WI	54517, 54525, 54527, 54534, 54536, 54546, 54550, 54559, 548	\$ 140.00

**Indicates exclusion of zip code 56711 & 56741 from area 567*

ITEM 310 Home Depot Unloading Allowance:

Shipments consigned to The Home Depot will be assessed an unloading allowance of \$1.30 CWT with a minimum charge of \$9.00 per shipment.

ITEM 320 Handling Freight at Positions Not Immediately Adjacent to Vehicles (Inside Deliveries):

When requested by consignor or consignee, and carriers operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in ITEM 120.

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.

Service provided under this item will be assessed a charge of 605 cents per 100 pounds subject to a minimum charge of \$61.50 per shipment.

The charges provided in the item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

ITEM 330 Impracticable Operations:

Nothing in this tariff shall require carrier to pick up and deliver at places where conditions of public or private highways, streets or alleys renders impracticable operation of carrier's vehicle.

ITEM 331 Indemnification:

Shipper shall indemnify, defend, and hold harmless Carrier, including its respective officers, directors, agents, employees and other affiliated companies, from and against any and all claims, demands, losses,

damages, costs, and expenses (including reasonable attorney's fees, costs, and expenses incidental thereto) associated with or resulting from injury to or death of any person, injury to property, violation of any local, state, or federal laws and regulations, or strict liability imposed by any law or regulation in connection with the services requested by Shipper and provided by Carrier hereunder. In no event shall Carrier be liable for any consequential, indirect, exemplary, punitive, or special damages of any nature whether or not such damages were known or foreseeable.

ITEM 340 Hazardous Materials Handling Charge:

Shipments of Hazardous Materials as defined by Department of Transportation Regulations, including 49 CFR Parts 100 through 180, when transported in a carrier's vehicle will be subject to a handling charge of \$28.00 per shipment in addition to all other lawful charges

ITEM 350 Irregular Service:

This carrier operates on irregular schedules under arrangements with the shippers made in advance of shipment. All shipments will be handled with reasonable dispatch, but the carrier does not guarantee to make delivery at any specified time.

ITEM 351 Liability Published Transit Times:

Performance Freight Systems, Inc. will make every effort to meet our published transit times for shipments tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit times, however; Performance Freight Systems, Inc. will not be liable to consignor, consignee, or their agents for any and all direct or incidental damages or costs claimed to result from this failure to meet published transit times.

ITEM 360 Lift Gate Service:

1. Where carrier is required or requested to employ mechanical loading devices, including hydraulic lifting, or lowering devices, to accomplish pick up or delivery of the goods to or from carrier's vehicle, an additional charge per the following rate schedule will be assessed upon the actual weight of the shipment or shipments for which such service is rendered at one time.
2. The charges for this service shall be paid by the party for whom the service is performed or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicles.
3. Every reasonable effort will be made to deliver requested lift gate service within reasonable dispatch. Tendered lift gate shipments will not be routed or dispatched within the standards of the Performance Freight Systems published transit times.

If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

Pallets, Skids and or pieces may not exceed any of the following: fifty inches in width, fifty inches in length, seventy inches in height, or two thousand pounds in weight.

<u>STATE</u>	<u>MIN/C</u>	<u>CWT</u>	<u>MAX/C</u>	<u>STATE</u>	<u>MIN/C</u>	<u>CWT</u>	<u>MAX/C</u>
AL	\$106.00	\$8.70	\$270.00	MI	\$97.00	\$4.95	\$230.00
GA	\$106.00	\$8.70	\$270.00	MO	\$84.00	\$4.95	\$230.00
IA	\$97.00	\$4.95	\$230.00	NC	\$106.00	\$8.70	\$270.00
IL	\$97.00	\$4.95	\$230.00	NE	\$97.00	\$4.95	\$230.00
IN	\$97.00	\$4.95	\$230.00	SC	\$106.00	\$8.70	\$270.00
KY	\$106.00	\$8.70	\$270.00	SD	\$97.00	\$4.95	\$230.00
KS	\$97.00	\$4.95	\$230.00	TN	\$106.00	\$8.70	\$270.00
MN	\$75.00	\$4.95	\$230.00	WI	\$75.00	\$4.95	\$230.00

ITEM 370 Light or Bulky Freight:

When a shipment or portion of a shipment is tendered is of such nature or bulk as to require more than 75% of the full loading capacity of a truck for transportation or would prevent the safe loading of like freight in or on such truck (subject to carrier's determination). That shipment will be charged for on the basis of the lowest applicable truck load rate subject to a minimum weight of 20,000 pounds, at the class 50 applicable

rate as stated in carrier-shipper attachment A rate agreement in effect at the time of shipment, with no discount, and subject to the applicable truck load fuel surcharge in place on the date of shipment.

ITEM 380 Lineal Foot Minimum Charge:

1. Any LTL shipment which occupies 12 or more lineal feet (144 inches or more) of a vehicle across more than half of the useable width of a truck or trailer, will be subject to the following minimum charge:

<u>Mileage</u>	<u>Charge per lineal foot</u>
0-100	\$35.00
101-300	\$41.00
301-500	\$56.00
501-700	\$80.00
701-1000	\$92.00
1001-1500	\$140.00
1501-2000	\$158.00

2. The term lineal foot shall be defined as a quantity not exceeding 88 inches in height per lineal foot, and in weight not exceeding 1000 lbs. per lineal foot. The carrier may, at its discretion, define a lineal foot as less than 100 cubic feet and/or less than 1,000 lbs. when a shipment is tendered, packaged, or loaded as to prevent reasonable safe loading, or exceeds the weight or size limitations of state or regulatory bodies.
3. The mileage is determined by the PC Miller mileage guide in effect at the time of shipment from origin point to destination point. After determining the mileage, assess the charge per lineal foot found opposite that mileage group

ITEM 381 Determination of Freight Dimensions:

When a shipment is tendered to the Carrier, it will be categorized as non-stackable when the following is present or determined:

1. The BOL is marked do not stack
2. The pallets are marked do not stack
3. The product is packaged as not to allow for stacking due to:
 - a. The nature of the article
 - b. Packaging or lack of packaging
 - c. Pallets are "pyramided", "rounded off", or "topped off"
 - d. Similar like-sized pallets will not load and/or on themselves
 - e. Meet or exceed a height of 88"

Freight determined to be non-stackable will automatically be assigned a height of 88" for the provisions of ITEMS 230, 370 or 380 of the PFEG 110 rules and regulations tariff.

The Carrier will not be held responsible to pinwheel or turn pallets to reduce shipment length for the provisions of ITEM 380.

ITEM 390 Lumper Services:

When Lumper services are required by either the Shipper or Consignor, and the company will not allow the Carrier to provide the labor required to perform either the pickup or delivery service. The Carrier will access these charges to the party responsible for the freight charges at the time of shipment referenced by a Lumper receipt and will be subject to a minimum charge of \$55.00 or twenty percent (20%) of the Lumper receipt.

ITEM 410 Marking or Tagging Freight:

Changing Markings or Tags (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 packages or pieces of freight are subject to a charge of \$1.30 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$23.00 per shipment.

All charges accruing under the provisions of this item, must be either paid by the party requesting the service, or guaranteed to the satisfaction of the carrier before the service will be performed.

ITEM 431 Minimum Charge Absolute Default Rate:

Shipments inadvertently excepted, and subject to PFEG110 items 100 and 162 will be accessed the following absolute minimum charge, and will be subject to the fuel surcharge item 280, along with any other applicable assessorial charges in effect on the date of tender.

<u>PFEG Zone:</u>	<u>State:</u>	<u>3 Digit Zip Range:</u>	<u>AMC</u>
Chicago & its Commercial Zone	IL*	600-611	\$ 96.00
Midwest Zone	IA	500-528	\$109.00
Midwest Zone	IL*	612-629	\$101.00
Midwest Zone	IN	463-469	\$101.00
Midwest Zone	MI	490-491, 495	\$104.00
Midwest Zone	MN*	550-567	\$110.00
Midwest Zone	MO*	630-658, 72643	\$110.00
Midwest Zone	NE	680-681, 684-685	\$112.00
Midwest Zone	SD	570-571	\$112.00
Midwest Zone	KS	661-662, 666	\$112.00
Southeast Zone	AL	350-369	\$138.00
Southeast Zone	GA	300-319, 398-399	\$140.00
Southeast Zone	NC	270-289	\$142.00
Southeast Zone	SC	290-299	\$142.00
Southeast Zone	TN	370-385	\$138.00
Wisconsin Intrastate Zone 1	WI	530-534	\$ 96.00
Wisconsin Intrastate Zone 2	WI	535-537, 542-543, 549	\$ 96.00
Wisconsin Intrastate Zone 3	WI	538-539, 541*, 544	\$103.00
Wisconsin Intrastate Zone 4	WI	546-547	\$103.00
Wisconsin Intrastate Zone 5	WI	540, 545*, 548*	\$109.00
All Other USA States and Zip Codes not provided in any of the above PFEG Zones			\$237.00

**Indicates inclusion of points with additional charges as stated in Item 300 of PFEG 110*

ITEM 432 Mixed Shipments Articles Classified by Weight or Quantity:

1. Unless otherwise provided, shipments that consist of differently classed items in one or more handling units, will be per the class at the total density of the shipment, per paragraph 2.

2.

If density is:	Apply class for rating purposes:
Less than 1 pcf	400
1 pcf but less than 2 pcf	300
2 pcf but less than 4 pcf	250
4 pcf but less than 6 pcf	175
6 pcf but less than 8 pcf	125
8 pcf but less than 10 pcf	100
10 pcf but less than 12 pcf	92.5
12 pcf but less than 15 pcf	85
15 pcf but less than 18 pcf	70
18 pcf but less than 20 pcf	60
20 pcf but less than 25 pcf	55
25 pcf or greater	50

ITEM 440 Notification Prior to Delivery:

PART 1: On shipments, upon which charges are based on less than 20,000 pounds, including minimum charges, a charge of \$26.00 per shipment will be assessed when the carrier is required by notation on the bill of lading to give telephone or written notice of arrival, or to schedule a delivery appointment no later than the next business day after the shipment is available for delivery.

PART 2: When carrier is requested by the consignee to give telephone or written notice of arrival, or to schedule a delivery appointment no later than the next business day after the shipment is available for delivery, a charge of \$26.00 per shipment will be assessed.

NOTE: The party responsible for freight charges shall also be responsible for the charges accrued under this item.

ITEM 450 Over-Dimension Freight – Over-Length Charge:

LTL shipments consigned to a point within the Chicago & its Commercial Zone, Wisconsin Intrastate Zone, or Midwest Zone that contain one or more pieces or units 8 feet or more in length, apply a charge off \$110.00. LTL shipments that contain one or more pieces or units 12 feet or more in length, apply a charge off \$190.00. LTL shipments that contain one or more pieces or units 18 feet or more in length, apply a charge of \$300.00. LTL shipments that contain one or more pieces or units 24 feet or more in length, apply a charge of \$700.00.

LTL shipments consigned to a point within the Southeast Zone or any point not serviced by the Carrier that contain one or more pieces or units 8 feet or more in length, apply a charge off \$160.00. LTL shipments that contain one or more pieces or units 12 feet or more in length, apply a charge off \$290.00. LTL shipments that contain one or more pieces or units 16 feet or more in length, apply a charge of \$865.00. LTL shipments that contain one or more pieces or units 20 feet or more in length, apply a charge of \$1,725.00.

These charges shall be in addition to all other applicable charges and shall be collected from the party responsible for payment of the freight charges.

ITEM 460 Pickup or Delivery at Private Residences or Businesses Operated from a Private Residence:

The provisions of this item apply when the consignee is located at any of the following hereinafter referred to collectively as "Residential":

Shipments picked up at, or delivered to, a private residence or dwelling will be assessed a charge per State per shipment as follows:

<u>STATE</u>	<u>CHARGE</u>	<u>STATE</u>	<u>CHARGE</u>
AL	\$110.00	MI	\$85.00
GA	\$110.00	MN	\$85.00
IA	\$85.00	NC	\$110.00
IL	\$85.00	NE	\$85.00
IN	\$85.00	SC	\$110.00
KY	\$110.00	SD	\$85.00
KS	\$85.00	TN	\$110.00
MO	\$85.00	WI	\$70.00

The charges provided in this item will apply separately for pickup and delivery and will be in addition to all other applicable charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party whose location requires such service.

ITEM 461 Pallet Rates Annual Adjustments:

Except whereas provided in specific negotiated pricing agreements and or tariffs referenced by a specific effective date and or termination date, Specific PALLET RATES at the carrier's discretion will be subject to an automatic rate increase of 9% (percent) annually from the original pricing agreement, or tariffs effective date.

ITEM 470 Pickup or Delivery Service - Saturdays, Sundays, Holidays, or Non-Business Hours:

When consignor or consignee request carriers to pick up or deliver freight or to place or pick up empty trailer(s) on (Vehicles without power units) Saturdays, Sundays, holidays, or non-business hours (See Note

A), such service will be subject to a charge of \$130.00 per man per hour, or fraction thereof, minimum charge of \$360.00 per man per day. Such charge shall be in addition to all other applicable charges.

Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.

The carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays, or holidays.

Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

NOTE A: Non-Business Hours are between 6:00 p.m. & 8:00 a.m. Monday through Friday.

ITEM 471 Prohibited Hazardous or Non-Hazardous Articles:

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

1. **Explosives** – Division 1.1, 1.2, 1.3, 1.5
2. **Inhalation Hazards** (Does NOT include Poison and Toxic) Division 2.3, 6.1
 - Specific No-Haul Inhalation Sub-Class UNs:
UN1052, UN1745, UN1834, UN2483, UN3079, UN1098, UN1746, UN1838, UN2486,
UN1380, UN1754, UN2032, UN2605, UN1510, UN1810, UN2442, UN2692, UN1744,
UN1829, UN2481, UN2826
3. **Radioactive** – Class 7
4. Animals; Furs; Hides, green or wet
5. Antiques, Museum exhibits or articles of antiquity
6. Articles which because of their bulk, length, width, or height cannot be safely stowed within a trailer or container
7. Articles liable to impregnate or otherwise damage equipment or other freight
8. Articles of extraordinary value
9. Automobiles
10. Bank bills, Deeds, Drafts, Letters, Valuable papers of any kind; Securities, stamps, Stock Certificates or Letters, Money, or Notes
11. Bullion
12. Carbon Black including the following and all other Trade Names/Varieties of Carbon Black: Ironoxide Black, Pirox200, Inactive Carbon Black, Carbon Black Grade Series, Durex, Lamp Black, Corax, Ecorax, Arospers, Hi-Black, Nipex, Printex, Special Black, Panther, Sable, HS, Nerox
13. Clams, Crabs, Lobsters, Oysters, and Shrimp; Fish, except smoked or canned
14. Flora and Fauna
15. Gasoline (contact Safety for approval of small quantities)
16. Hazardous and Non-Hazardous Waste
17. Mercury
18. Money or Notes
19. Original Works of Art
20. Platinum, Gold, Silver, and other Precious Metals; Precious Stones, Jewelry, Watches
21. Postage Stamps
22. Produce
23. Prohibited Ruminant Protein Materials (FDA Reg 21 CFR 589.2000 & 21 CFR 589.2001)
24. Uncrated Machinery

Note: Freight liable to Damage other Freight or Equipment:

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

ITEM 480 Quotations of Estimated Charges:

When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to the carrier.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the carrier or the shipper.

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith.

Unless otherwise provided for quotations of estimated charges are only good for 7 business days.

ITEM 490 Precedence of Rates:

Class rates may be used only when no commodity rates have been published to apply from and to the same points over the same route.

ITEM 500 Reconsignment or Diversion:

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

DEFINITIONS OF RECONSIGNMENT OR DIVERSION:

For the purpose of this rule, the terms "RECONSIGNMENT" and "DIVERSION" are considered to be synonymous, and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination point.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (NOTE B).
- (e) Instructions received by the originating carrier prior to receipt of shipment (NOTE C).

CONDITIONS:

- (a) Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected
- (c) All charges applicable to the shipment, whether accrued or accruing, must be paid, or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments, may be reconsigned.
- (e) An Order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed, or exchanged.
- (f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.
- (g) Remarketing or Tagging will be subject to ITEM 410.

When through no fault of the carrier reconsignment or diversion of a shipment is required or requested and is delivering within the same state, the charge for such service will be 60% of the original freight charge, subject to a minimum charge of \$115.00.

When through no fault of the carrier reconsignment or diversion of a shipment is required or requested and is delivering outside of the same state. Eligible shipments will be subject to the applicable class rate with a 50% discount, subject to a \$115.00 minimum charge.

ITEM 510 Redelivery Service:

When through no fault of the carrier a redelivery of a shipment is required or requested, the charge for such service will be 60% of the original freight charge, subject to a minimum charge of \$110.00.

ITEM 520 Released Valuation and Liability on Commodities Subject to Exceptions Ratings and or Pallet Ratings:

Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on

this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.

Carrier's liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the article(s) lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading; or, (3) applicable limited liability provisions of the NMFC (note 3); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid. (See Note 1)

*Class Exception	**Maximum Liability	*Class Exception	**Maximum Liability
Pallet Rate	\$0.50	65	\$4.00
Quotation	\$0.50	70	\$5.00
50	\$1.00		
55	\$2.00		
60	\$2.50		
*For class exceptions class 70 and greater, the maximum liability is \$5.00 per pound per package. **Maximum liability per pound per individual lost or damaged piece within the shipment.			

- (1) Shipper must indicate in writing on the Bill of Lading at time of shipment the total dollar amount of excess value coverage requested and also subject to the terms of ITEM 170 of this tariff.

EXAMPLE
 Shipper requesting additional excess value coverage must enter on the Bill of Lading the following wording:
 "Excess value coverage requested"
 - Or -
 "Excess value coverage requested: \$25,000.00"

- (2) Excess value charges must be paid by the party responsible for payment of the freight charges.
- (3) When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Carrier's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

Note 1: Shipper declared values in excess of the maximums provided in this item will be accepted as a request for excess coverage and additional charges applied as indicated above.

Note 2: Excess value coverage shall not exceed full actual manufacturer's value of the article(s) lost or damaged in transit.

Note 3: Commodities subject to class exceptions of freight of all kinds and class exceptions for which released rating are provided in the NMFC must be released to the lowest value provided for such commodity as indicated above.

ITEM 530 Returned, Undelivered Shipments:

When through no fault of the carrier, a shipment is refused or rejected by consignee and is ordered returned to the original point of origin, the charge on the return movement shall be equal to the applicable rate or charge and minimum weight in effect on an inbound movement (subject to attachment A and /or tariff in place) on the date the shipment is ordered returned. This charge will be in addition to all other applicable rates and charges

ITEM 541 Shipment Weighing and Classification Inspection/Research:

If the description or other information contained on the bill of lading is incomplete or is believed to be incorrect, the Carrier or Carrier's agent will take necessary actions to determine the correct information. Actions may include reweighing product to determine gross weights, inspection of the product, computations on density, or other such actions necessary to properly establish facts regarding the shipment characteristics and/or freight classification.

When an inspection by Carrier results in a reclassification of the contents of the shipment and the change results in additional freight charges, a charge of: **\$19.00 per shipment** will be applied. The charge shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable rates and charges.

Carrier reserves the right to verify shipment weight and adjust as necessary by use of electronic portable scales. Carrier verifies that such scales are "for trade" and meet all local and state laws regarding accurate weight within 1% tolerance of actual weight. If the weight determined by the carrier exceeds the original weight on the bill of lading, a charge of: **\$19.00 per shipment** will be made for verifying the correct weight.

ITEM 550 Single Shipment Pickup Charge:

Any single shipment consisting of 500 pounds or less tendered the carrier alone will be subject to a charge of \$22.00. This charge will be an addition to all other applicable charges.

ITEM 560 Sorting or Segregating:

When carrier is required to sort and/or segregate Consignor or Consignee's shipment or shipments, a charge of \$1.25 cents per carton subject to a \$68.00 minimum charge will apply in addition to all other lawful charges. The charges provided in this item will be assessed against the party requesting the service and must be guaranteed to the satisfaction of the carrier before the service is performed. (See NOTE A).

NOTE A: Excludes Sunday's and legal holidays.

ITEM 570 Special Services – Equipment:

Whenever any shipper requests or requires the use of any specialized transportation equipment, charges for such equipment will be quoted on a per shipment basis. These charges will be an addition to all other applicable charges.

ITEM 580 Storage Charges:

When through no fault of the carrier and/or at the instruction of the consignor or consignee shipment(s) require storage by the carrier, the following provisions will apply:

Charges will accrue on the day after the delivery is attempted or on the day instruction for storage is received, whichever is sooner.

Charges for each 24-hour period begin at 7am of that day and any fraction of the next day or any successive days beyond 7am will be charged as a full 24-hour period.

Charges will be \$1.30 cents per 100 pounds per 24 hours subject to a minimum charge of \$55.00 per shipment per 24 hours.

ITEM 582 Toll Surcharge:

A \$7.00 surcharge will be added to each shipment less than 10,000 pounds originating from or destined to the following three-digit Illinois zip codes of 600 – 611.

A \$38.00 surcharge will be assessed to each shipment 10,000 pounds or greater originating from or destined to the following three-digit Illinois zip codes of 600 – 611.

ITEM 581 Termination of Rates With or Without Cause:

Performance Freight System, Inc. reserves the right at its sole discretion to terminate any pricing program subject to this rules tariff or any prior publications or revisions thereof with or without cause and shall not be required to meet any requested grace period before terminating published rates.

ITEM 582 Unpack Service:

If requested by the Consignor or Consignee and if operationally feasible, the Carrier may agree to remove the packaging from a shipment. The unpacking service does not include removal of debris and is subject to a charge of \$62.00 per hour, or fraction thereof, subject to a minimum charge of \$34.00 per shipment.

Unpack service does not include removing of packaging debris; for Removing of Packaging Debris charges to apply, see Item 241.

ITEM 590 Weight Verification:

When the original bill of lading fails to indicate a weight, or shipper requests that carrier weigh or reweigh the shipment, a charge of \$25.00 per shipment will apply when carrier performs the service.

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EFFECTIVE March 7, 2023

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President
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