

# SAIA 170-D RULES TARIFF

CANCELS SAIA 170-C



## SAIA LTL FREIGHT

MC-87511

THIS RULES TARIFF APPLIES ON INTERNATIONAL, INTERSTATE AND INTRASTATE TRAFFIC

**EFFECTIVE: MAY 10, 2021**

**ISSUED BY  
MATTHEW BATTEH  
VICE PRESIDENT OF PRICING & ANALYTICS**

***TO SEARCH THIS DOCUMENT CTRL F***

**TARIFF APPLICATION:**

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value. To ensure customers are fully aware of this and all terms and conditions applicable to their shipments, Saia encourages shippers to review Item 108 and other applicable items of the Saia 170D series rules tariff. Note that, in exchange for the competitive pricing provided by Saia, some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. Customers should carefully review Item 108 of this tariff to understand these limitations as well as options for selecting increased liability limits. Customers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

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## **PREFACE**

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of the carrier. The transfer of electronic transmission of this Tariff, in whole or in part, requires prior approval of the carrier.

This Tariff is published and made available to carrier's customers. All rates and quotations are subject to periodic revisions, increases, and restructuring. The Carrier will make every effort to advise the user of record of any rate or rules change. However, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

The Rules set forth in this Tariff apply on all shipments transported by Carrier, whether interstate, intrastate, or international, exempt or non-exempt from economic regulation, and regardless of origin and destination, unless waived by an authorized company official (Item 75). Pursuant to 49 U.S.C. § 14101(b), the parties expressly agree that the terms of this Tariff control over any conflicting provisions contained in Title 49 of the United States Code, and the parties expressly waive all such conflicting provisions.

## **ITEM 75 AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel expressly authorized to do so by the Carrier have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind Carrier to contractual terms and conditions. Expressly authorized officials are Carrier personnel with the title of Director, Vice President, or any higher title. Terminal managers, drivers, sales personnel, and other personnel without the title of Director, Vice President, or any higher title are not authorized personnel.

The terms of pricing agreements (tariffs) or contracts issued, agreed to, or published by the Carrier's Director of Pricing supersede any and all verbal or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by the Director of Pricing.

The terms of this Tariff may be modified or waived only as set forth in this Item 75. Any deviation from the terms of this Tariff or failure to enforce the terms of this Tariff shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise.

## **ITEM 100 GOVERNING PUBLICATIONS**

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

<u>KIND OF TARIFF</u>	<u>ISSUING AGENT AND TARIFF SERIES</u>
Classification	NMF 100
Hazardous Material	ATA 111
Class Rates	SAIA 5700
Mileage	HOUSEHOLD GOODS 105

Provisions or conditions of this Tariff will abrogate and supersede those found in the above referenced tariffs which conflict herewith.

## **ITEM 105 PRECEDENCE OF RATES**

Specific rates published for a consignor or consignee who utilizes a warehouse will apply over the warehouse's published rates.

1. The discount, rates, rules or provisions in effect for the payor of the freight charges shall take precedence over and apply in lieu of, any other discount that may be in effect on any single shipment, with the exception of volume rated shipments. On volume shipments the lowest published rate will be applicable.

2. When the Shipper requests an accessorial service on the bill of lading, the Origin Carrier's accessorial charges will prevail if the shipment is prepaid or collect.
3. In the event accessorial services are requested after the original invoice is issued, the delivering carrier's accessorial charges will prevail.

## **ITEM 106 CANCELLATION OF PRICING PROGRAMS**

Items published in the Saia 670 or Saia 270 series tariffs will be subject to cancellation without notice if carrier receives no shipments within a 12-month period.

## **ITEM 107 CONVENIENCE INTERLINING**

In order to provide the most efficient, economical service to the shipping public, Carrier will, from time to time and in its discretion, utilize the service of other motor carriers to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable", convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" shall move on the bill of lading of Carrier, who shall assume responsibility for the lading, and such shipments shall be charged for service performed exclusively by Carrier.

## **ITEM 108 CARRIER LIABILITY FOR CARGO LOSS & DAMAGE CLAIMS AND LIMITATIONS OF LIABILITY**

This Item describes Saia's liability for cargo loss and damage claims and limitations that apply to that liability. Saia's liability and limitations on that liability will vary based on the type of goods shipped, the packaging of the goods, and the pricing selected by the customer. Saia offers its customers options for selecting higher limits of liability, in exchange for additional charges. Customers are encouraged to review this item carefully and to evaluate all options, including the purchase of insurance from independent insurers, to protect their freight.

### **1. CARGO LOSS & DAMAGE CLAIM FILING**

Saia will assume liability for cargo loss and damage claims under the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706 et seq. and other applicable federal laws and regulations governing the interstate transportation of freight in effect on the date of the shipment and under the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein, or to the extent otherwise expressly provided in participating tariffs or contracts. The Carmack Amendment and the Uniform Straight Bill of Lading will apply on all shipments, whether interstate, intrastate, or overseas, unless the Carriage of Goods by Sea Act applies by virtue of any contract or authorized bill of lading or by operation of law. To the extent that the provisions of the Carmack Amendment conflict with any provisions of the Uniform Straight Bill of Lading or of this Rules Tariff, such conflicting provisions of the Carmack Amendment are expressly waived pursuant to 49 U.S.C. § 14101(b). Saia's liability

for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation and ends when delivery is completed or when cargo is tendered for delivery. Saia will investigate and dispose of cargo loss and damage claims as set forth in 49 C.F.R. Part 370, and NMF 100 Series, Items 300100 through 300155.

The following additional rules apply:

- A. All claims for loss, damage or destruction must be filed in writing or online by visiting [www.saia.com](http://www.saia.com) within nine months after delivery or, for non-delivery claims, within nine months after the date of the bill of lading. When claims are not filed within the prescribed times, such claims shall be barred and not paid. Purported claims that do not comply with the requirements of 49 C.F.R. Part 370 will not be considered valid claims.
- B. Any lawsuits for cargo claims shall be instituted against Saia no later than two years from the day when written notice is given by Saia to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, Saia shall not be liable and such cargo claims will not be paid. A claim shall be considered denied when any response other than an allowance of the claim in its entirety is transmitted.
- C. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.

## **2. LIMITATIONS ON DAMAGES**

Saia shall not be liable for any loss, damage, or delay caused by an act of God, the public enemy, the governing authorities, the inherent vice of the goods, or the act or default of the shipper, riots or strikes, any related causes, or any other cause recognized by law as relieving the Carrier's liability.

In no case shall Saia be liable, and it hereby disclaims responsibility for any indirect, incidental, consequential, special, punitive, or multiplied damages or other indirect costs, economic loss, penalties, lost profits, fees, interest, or charges of any kind arising from any freight claims filed hereunder or any other acts, including delays or omissions of Saia, whether foreseeable, disclosed or not.

Saia agrees to accept, transport, and deliver such merchandise as Customer may tender to Carrier for transportation in the regular course of Carrier's providing transportation services. Saia shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery.

Customer shall, at its cost and expense, comply with all applicable federal, state, local and International laws, rules and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules, or regulations. Customer shall also be responsible for Carrier's charges pertaining

to any services by Carrier at Customer's request for compliance with any such laws, rule or regulations.

### **3. GENERAL LIMITATIONS ON LIABILITY AND NOTES**

This item explains the overall liability limits and conditions established by Carrier for all shipments tendered to it for transportation. All parts of Item 108 are subject to 1 through 6 below. Other provisions of Item 108 apply where made applicable by their terms.

**1-** Whether applicable to new, used, or reconditioned articles, and regardless of NMFC released, declared or actual value provisions, Carrier's liability for any loss, damage, theft, or destruction of freight shall not exceed the least of the following:

- A. The actual cost of the goods supported by a certified copy of the original invoice;
- B. The cost of replacement or repair of the lost or damaged cargo;
- C. The lowest limited liability amount specified in the Bill of Lading, the NMFC, any applicable contract governing the shipment, any applicable tariff governing the shipment, any applicable limitation of liability established by any law of Canada or Mexico or any state or province of Canada or Mexico, or Saia's Rules Tariff Series-170- D herein;
- D. For shipments subject to the Carriage of Goods by Sea Act, \$500 per package or customary freight unit;
- E. \$50,000 per shipment.

**2-** In all cases released values will be based on a per-item or article basis. Liability limitations based on weight will not be determined based on the weight of the packaging of the entire shipment nor the entire weight of the commodity in question but only on the damaged portion of the cargo. Furthermore, the weight of the packaging and/or shipping container, pallets, skids and the like shall not be included when determining maximum liability.

**3-** Items described in NMFC and shipped under RELEASED VALUE provisions will be subject to the maximum released value listed in the NMFC depending on the class listed at time of the shipment. When the NMFC offers the Consignor or Consignee the option to declare an actual, declared, or released value on the Bill of Lading and such valuation is NOT declared by the Consignor or Consignee and the shipment is inadvertently accepted by the carrier, charges will be assessed based on the lowest available released value.

**4-** Failure to describe articles as USED on the original Bill of Lading will not affect the application of this item 108 Section 8-9.

**5-** FULL VALUE COVERAGE IN THE FORM OF INSURANCE IS OFFERED IN THIS ITEM 108 PER SECTION 8. ANY AND ALL INSURANCE OFFERED HEREIN IS PROVIDED BY THIRD PARTY INSURERS AND NOT BY SAIA. SAIA IS NOT IN THE BUSINESS OF PROVIDING OR SELLING INSURANCE BUT MERELY OBTAINS SUCH INSURANCE FOR THE BENEFIT OF ITS

CUSTOMER WHEN REQUESTED BY THE CUSTOMER IN ACCORDANCE WITH THE PROVISIONS OF THIS ITEM 108. ANY AND ALL INSURANCE OFFERED HEREIN IS SUBJECT TO THE MAXIMUMS ESTABLISHED BY SECTION 8 OF THIS ITEM 108. ANY EFFORT TO REQUEST INSURANCE OR DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS TARIFF IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A REQUEST FOR INSURANCE OR A DECLARED VALUE IN EXCESS OF THE MAXIMUMS ALLOWED DOES NOT CONSTITUTE A WAIVER OF ANY PROVISIONS OF THIS TARIFF AS TO SUCH SHIPMENT. SHIPMENTS THAT ARE INADVERTENTLY ACCEPTED THAT EXCEED THESE LIMITATIONS WILL BE CAPPED AT THE MAXIMUMS ESTABLISHED BY THIS TARIFF AND CHARGES ASSESSED ACCORDINLY.

6- For special rules governing flatbed shipments, see Item 1046.

#### **4. SHRINK WRAPPED PALLETS**

##### **A. General**

Shipments tendered to Saia on a plastic shrink wrapped pallet/skid, shall be signed for as \_\_\_\_\_ shrink wrapped skid(s), \_\_\_\_\_ Shrink wrapped pallet(s), \_\_\_\_\_ SWP, or \_\_\_\_\_ SWS, \_\_\_\_\_ SWP UTC, or \_\_\_\_\_ SWP STC. When a plastic shrink wrapped skid is delivered to the consignee intact, with the plastic shrink wrap unbroken, Saia shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed. Pallets are only considered to be not intact at time of delivery if there is a written exception indicating the number of pallets and that they were not intact.

Except as otherwise specifically stated, rates, and charges dependent on price per pallet or skid named in tariffs, in contracts and all other supporting correspondence or documentation shall be limited to pallets or skids not exceeding 40"X48"X84". The driver will sign only for the number of pallets, not the number of pieces. A driver's signature that purports to sign for a number of pieces shall be ineffective to establish that Saia actually received that number of pieces.

Pallets that exceed the maximum weight stated in item or contract will be rated as additional pallet. The total weight of the shipment will be divided by the highest maximum weight to determine number of pallets.

Unless otherwise specified within the items or contract, Saia calculates pallet weight as 50 pounds per pallet.

##### **B. Delivery Service Distribution Centers requiring unattended delivery including but not limited to Amazon.Com, Costco, Sam's Club, Target or Wal-Mart Distribution Centers**

All shipments to Distribution Centers requiring unattended delivery, including but not limited to Amazon.com, Costco, Sam's Club or Wal-Mart Distribution Centers, or retail locations must be palletized and shrink wrapped for unattended unloading at delivery. Shipments accepted as pieces tendered on pallets and transported on pallets by Saia will be tendered for delivery on pallets with shrink wrap intact. Subsequent shortage claims will not be accepted if shrink wrap was intact and the correct number of pallets was delivered to the Amazon.com, Costco, Sam's Club, or Wal-Mart Distribution Center or retail location. The

delivery receipts must have a notation of pallets not intact or freight will be considered intact.

## 5. UNDELIVERED FREIGHT

Undelivered shipments will be subject to applicable storage or detention storages if no reply is received from attempts to notify the shipper. See **Saia Tariff Item 910** for explanation of applicable storage charges.

## 6. SHIPPER LOAD OR CONSIGNEE UNLOAD

In lieu of pick up or delivery service and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles. See **Saia Tariff Item 1039** for conditions unless a separate agreement is already established and signed in place.

## 7. GENERAL LIMITATIONS OF LIABILITY FOR NEW ITEMS (Subject to Section 3)

Cargo is considered **NEW** only if (a) it is tendered for transportation directly from manufacturing facility, and (b) it remains in its original box, carton, or shipping container, and (c) it has never been removed from the manufacturer's original packaging. Except as provided in Section 8 herein (FULL VALUE COVERAGE) or as otherwise provided herein, Saia's maximum liability for loss, damage, or destruction to all or any part of a shipment of **NEW** articles while in the Carrier's possession within the points in the U.S. shall be limited to \$5.00 per pound per package or \$50,000.00 per shipment, whichever is lower.

## 8. FULL VALUE COVERAGE (Subject to Section 3)

This section describes options available to customers who desire liability coverage in excess of those limitations described within Item 108. Customers should review this section carefully to understand their options for increased liability coverage.

Saia makes available, through third-party insurers, full value coverage at rates provided herein, which are subject to change. The full value coverage option is protection against "All Risk" of physical loss or damage to the cargo from any external cause only and completely replaces the level of carrier liability otherwise established within Item 108 subject to rules and exceptions indicated herein. To obtain full value coverage, Shipper must properly request full value coverage by following the procedure set forth in this Section 8, and Shipper must declare an "Invoice Value" for the shipment on which full value coverage is requested. "Covered Value" is defined as the sum of the amount of invoice value presented on the request by the Shipper for new or used items, plus freight charges, plus 10% (invoice value + freight charges + 10%) and always subject to limitations and rules set for in this Section 8.

**A. Rates:** Where full value coverage is properly requested, Carrier will impose, and Shipper or the Payor of freight charges must pay, within terms, the following charges (in addition to all other charges incurred):

(a) A rate of \$0.70 per \$100 of invoice value subject to a \$53.00 MINIMUM CHARGE PER SHIPMENT only for shipments traveling within or between the United States (including Alaska, Hawaii, and Puerto Rico), Canada, and Mexico,

provided the cargo moves under a Saia bill of lading indicating a request for full value coverage.

(b) For shipments not covered within subsection (a) above, Shipper should contact Carrier, in advance of shipment, for pricing of full value coverage.

**Example 1:** If customer requests full value coverage of \$25,000.00 invoice value, the customer must note FULL VALUE COVERAGE AT \$25,000.00 at least one inch in height on the BOL. The Full Value charge will be **\$175.00**.

- **Full Value charge= \$25,000.00 X .7%= \$175.00**

**Example 2:** If customer requests full value coverage of \$1500.00 invoice value the customer must note FULL VALUE COVERAGE AT \$1500.00 at least one inch in height on the BOL. The Full Value charge will be **\$53.00** minimum charge.

- **Full Value charge = \$1500.00 x.7% = \$10.50 thus minimum of \$53.00**

**B. Maximum Coverage:** The Full Value coverage is protection against “All Risk” of physical loss or damage to the cargo from any external cause only and completely replaces the level of carrier liability otherwise established within Item 108 subject to the following rules and maximums:

(a.) **New and Used Goods supported by invoice:** The limit of covered value for new or used goods is \$250,000.00 per shipment, \$500,000.00 per one land conveyance, or \$1,000,000.00 in any one place at any one time or in any one disaster or accident unless otherwise agreed to in writing in advance of shipment. Lower limits apply to household goods, personal effects, excluded goods, and shipments to Mexico.

(b.) **Household Goods and Personal Effects:** The limit of covered value for Household Goods and personal effects is \$1000.00 per any one carton, package, box, or crate subject to all the following rules:

- (i) Cargo must be properly packed for transport
- (ii) An itemized inventory must provide a value and contents per carton, package, box or crate.
- (iii) Each carton, package, box, or crate must be numbered and number must correlate to the inventory list.

(c.) **Shipments from the United States to Mexico:** The limit of covered value for shipments from the United States to Mexico, is: \$50,000.00 per shipment or \$300,000.00 per any one land conveyance or in any one place at any one time or in any one disaster or accident unless otherwise agreed to in writing in advance of shipment.

**C. Exclusions:** The following are not eligible for recovery under full value coverage. Damages arising from:

- (a) Delay, loss of market, damage or deterioration arising from delay, loss of use, loss of business, or any consequential loss whether caused by a peril insured against or otherwise;
- (b) Loss or damage or expense attributable to willful misconduct of the Customer;
- (c) Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured;
- (d) Loss, damage, or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured;
- (e) Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration;
- (f) Neglect of the Customer to use all reasonable means to save and preserve the property at the time of or after any loss or damage;
- (g) Restricted Goods. To obtain full value coverage for the following goods, Customer must call SAIA Motor Freight Line, LLC in advance of shipment. Full Value coverage is available for these goods only when agreed to, in writing, in advance of shipment, by an authorized representative of SAIA Motor Freight Line, LLC. See Section 15 herein and Item 75 of this Tariff.
  - (i) Household Goods and Personal Effects not meeting the specified guidelines in Section 8. B (b) herein
  - (ii) Antiques and/or Fine Art
  - (iii) Precious Stones, diamonds
  - (iv) Precious metals and bullion (Gold, platinum, silver, and other precious
  - (v) Money and currency in any form
  - (vi) Accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings.
  - (vii) Recorded or electronic data and media
  - (viii) Contraband or property in the course of illegal transportation or trade
  - (ix) Furs or fur garments
  - (x) Cadavers and/or bodily fluid
  - (xi) Piano(s)
  - (xii) Perishables, live plants
  - (xiii) Live animals
  - (xiv) Metal poles

**D. To Purchase Full Value Coverage, Shipper must:**

(a) For goods valued at more than \$250,000, request Full Value coverage in writing prior to tendering goods to Carrier, and Carrier must agree in writing to provide such coverage and provide a quote number that must be entered on the Bill of Lading in addition to writing on the Bill of Lading, in clearly visible and legible manner in print or type at least 1 inch in height, "FULL VALUE COVERAGE QUOTE # and \$\_\_\_\_\_ (invoice value)" **OR**

(b) For goods valued at \$250,000.00 or less, write on the Bill of Lading, in a clearly visible and legible manner in print or type at least 1 inch in height, "FULL VALUE COVERAGE" **AND**

(c) Provide, on the Bill of Lading, the Invoice Value of the goods for which coverage is requested **AND**

(d) Pay, within applicable payment terms, such charges as Carrier imposes for Full Value coverage.

Unless Shipper complies with all requirements, Carrier will not be liable for full value coverage. Please note: Declaring a Value alone on a Bill of Lading, without following the other procedures specified herein, is NOT a substitute for Full Value Coverage.

**E. General Rules for Full Value Coverage:**

- a) Coverage commences from the time Carrier takes possession of the goods and continues in force during the ordinary and customary course of transit to the final destination. Final destination is the place of business of consignee as per the bill of lading.
- b) Coverage described herein remains in force up to the time of a signed delivery, at which time coverage ceases. Concealed damages must be reported to customer service at Saia Motor Freight Line LLC at 1-800-950-7242 within 15 days of delivery. Moving or transporting the cargo from one location to another by car, truck, rail, or any other means after it has been delivered to consignee voids full value coverage.
- c) Shortages must be reported at delivery or same day as delivery.
- d) All product must be held until claim is finalized and be available for inspection.
- e) Shipper may not request full value coverage after goods are tendered to Carrier.
- f) Full Value coverage replaces all levels of Carrier cargo liability provided under Item 108 in their entirety and replaces contractual provisions governing Carrier's liability.
- g) All claims for cargo loss or damage, including all proper supporting documentation required by 49 CFR Part 370, must be received by Saia within nine (9) months of the date of delivery or, if not delivered, the date delivery should have occurred.

- h) All lawsuits must be filed against Saia no later than two (2) years day from the original written declination.
- i) With respect to Ocean conveyance shipments only, this additional coverage is available only on shipments that are conveyed by Approved Ocean Carriers. Approved Ocean Carriers are defined as operating vessels maintained in class, excluding barges, being regular line iron or steel steamers or motor vessels operating in regular trade less than 25 years old.
- j) U.S. Economic and Trade Sanctions: Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.
- k) Charges for full value coverage will not be voided or refunded under any circumstances, including, but not limited to instances when Carrier refunds or voids freight charges due to service failures.
- l) Invoice value is defined as the total amount of the invoice supplied to the purchaser of the goods. Underinsuring will fall under a co-insurance situation and will impact claim recovery on a prorated basis even if repaired.
- m) To recover the additional 10% above invoice value when claiming a complete loss of product, the 10% amount must be stated as a separate line item on the claim form. There is no 10% above invoice value recovery for goods that are not a total loss (i.e. repaired goods).

**9. GENERAL LIMITATIONS OF LIABILITY USED - OTHER THAN NEW (SUBJECT TO SECTION 3)**

For the purposes of limitations of liability, applying to **USED** cargo, the following definition applies:

(a) Cargo is considered NEW only if (i) it is tendered for transportation directly from the manufacturing facility, and (ii) it remains in its original box, carton, or shipping container, and (iii) has never been removed from the manufacturer's original packaging. All cargo not considered **NEW** under this definition is considered **USED**, even if it has not actually been used for the intended purposes; OR

(b) If cargo has been reconditioned, refurbished, rebuilt, remanufactured, or it is considered **USED** for the purpose of the applicable rates and liability limits, even if such is shipped in its original packaging or similar to its original packaging; OR.

(c) **USED** cargo includes all commodities other than new, including but not limited to internet auctions, interplant moves, articles of household goods, personal effects, antiques, and display or demonstration models, whether listed as such on the Bill of Lading or not. These articles will only be accepted for transportation as **USED** cargo.

Except as provided in Section 8 of this item (FULL VALUE COVERAGE) or as otherwise provided herein, Saia's liability for loss, damage, or destruction to all or any part of a shipment of **USED** articles while in the Carrier's possession within points in the U.S. shall be limited to 10 cents (10¢) per pound per package or \$10,000.00 per shipment, whichever is lower.

10. **[RESERVED]**

11. **[RESERVED]**

12. **LIABILITY FOR SHIPMENTS OUTSIDE THE U.S. (Subject to Section 3)**

For shipments requiring Customs clearance, the Shipper, Consignee, Third Party, Broker and/or Agent is responsible for complying with all applicable domestic and international treaties, laws, government regulations, orders or requirements including but not limited to customs and import laws and regulations of any country to, from, through or over which the shipment may be carried and agrees to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements. Under no circumstances will the Carrier be liable for failure to comply with such provisions.

**LIABILITY - MEXICO**

For shipments moving from or to points in Mexico, Saia advises its customer that it will transport shipments destined to Mexico to the border most convenient to Saia, or to the closest border place to destination, and will interchange the shipment to a Mexican carrier for delivery in Mexico. Saia shall accept bills of lading showing a destination in Mexico as being amended to show destination of the Mexican border interchange point. Saia, as a motor carrier, provides no actual service in Mexico. Therefore, should the shipper tender a shipment on a bill of lading with a Mexican destination, Saia will act solely as a shipper's agent in arranging interchange with a Mexican carrier at the border to deliver the shipment under the Mexican carrier's bill of lading to its ultimate destination. The shipper **MUST** look solely to the Mexican carrier should loss, damage, or delay occur in Mexico or in possession of the designated Brokers, Freight Forwarders, or Mexican carrier. Except as provided in Section 8 of this item (FULL VALUE COVERAGE), Saia's liability for loss, damage, or destruction to all or any part of a shipment that has been **SHIPPED TO/FROM MEXICO** shall be the lesser of the following:

- a) If loss or damage occurs to a shipment while within the Border of Mexico, or at Border Gateway of Mexico, liability shall be limited to 10 cents per pound per package, the applicable limitation of liability provided by Mexican law, or \$500.00 per shipment; whichever is lowest.
- b) If loss or damage occurs to a shipment within the Border of the U.S. and not a Border Gateway of Mexico, the Carrier's U.S. domestic liability limitations will apply. Carrier's maximum liability will not exceed the lesser of the actual value

supported by a certified copy of the original invoice, not to exceed the limitations and exclusions as detailed in Item 108 herein.

- c) In the event the point of loss or damage cannot be determined, the liability shall be limited to 10 cents per pound per package or \$500.00 per shipment, whichever is lower.
- d) Saia will not be liable for any obligation or liability arising from:
  - i. Accidents or Acts of God, or from any other reasonable cause that is beyond Saia's control;
  - ii. Governmental actions;
  - iii. Erasures or scratches caused by electric or magnetic damage or from any other damage to electronic, photographic or any other kind of images;
  - iv. Incomplete or inaccurate information stated in the Service order'
  - v. Any of the following: theft, with or without violence, assault, attacks, disruption of public peace, kidnapping, fire, earthquake, revision of the merchandise at fiscal inspection stations or customs offices run by different administrative authorities and in general disaster or action, with or without violence which may happen to Saia and the Carrier and by which the conservation, keeping and/or delivery of the merchandise, the total or partial, is prevented, in conditions different to the conditions when it was received.

**13. [RESERVED]**

**14. LIABILITY FOR LOSS OR DAMAGE OF CERTAIN COMMODITIES (Subject to Section 3)**

Except as provided in Section 8 herein (FULL VALUE COVERAGE), Saia's liability for loss, damage, or destruction to all or any part of a shipment that has incandescent, fluorescent or other type of lighting bulb or tube is limited to 10 cents (\$.10) per pound.

**15. PROHIBITED OR RESTRICTED ARTICLES (Subject to Section 3 Notes)**

For property of extraordinary value, except for antique furniture described in NMFC items 100240 or 100260, or pictures or paintings described in items 100240, 100260, or 149420, the following property will not be accepted for shipment nor as premiums accompanying other articles:

Aircraft disk brakes – carbon
Antique Furniture

Articles of extraordinary value
Bank Bills
Biological products
Carbon Black
Coins
Consignor/Consignee is U.S.P.S.
Corpses
Cream, fresh
Cultures of Etiologic agents
Currency
Deeds
Diagnostic specimen
Drafts
Distilled spirits, wine and beer
E-cigarettes, vapes, vaping products to include pens, pipes, refills, hookahs
Electronic Nicotine Delivery Systems (ENDS)
Envelopes or wrappers, government
Etiologic agents
Explosives, Domestic - (Class 1.1, 1.2, 1.3, 1.5)
Explosives, Mexico - (All Classes & divisions)
Flammable Solids (Mexico only) - Div 4.2 - Spontaneously Combustible, Div 4.3 - Dangerous when wet
Fruits, fresh
Furs or fur garments
Garbage
Graphite Powder
Handguns
Hazardous Waste

Hemp plants, hemp leaves, hemp oil, hemp seed oil and CBD derived from hemp
Jewelry, other than costume or novelty
Letter, with or without stamps, unless
Liquids, in bulk, requiring special tank truck equipment
Live animals
Live plants
Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and cannabidiol ("CBD"); any product that contains any amount of tetrahydrocannabinols ("THC"). Except as set out in 21 CFR 1308.35; synthetic cannabinoids and paraphernalia.
Meat, fresh
Medical Waste
Metallic Mercury
Milk, fresh
Moving picture films or other films
Museum exhibits or articles of antiquity
Nitrocellulose
Notes
Original works of art, statues, paintings, fine arts
Piano(s)
Poison Gas Div 2.3
Poisonous / Infectious Substances: <ul style="list-style-type: none"> <li>- Infectious substances div 6.2</li> <li>- Poison materials (with inhalation toxicity) Div 6.1 (Mexico only)</li> <li>- Poison materials (with inhalation toxicity) Zone A</li> <li>- Poison materials (with inhalation toxicity) Zone B bulk (over 119 gallons)</li> </ul>
Postage stamps
Poultry, live
Precious and semi-precious stones
Precious metals, including but not limited to gold, silver, platinum, palladium, etc.
Radioactive substances regulated by the D.O.T.

Recorded or electronic data and media
Stamped, in shipments weighing 30,000 pounds or more
Tires that can be defined as used, defective, scrap, salvage, waste, or otherwise other than new
Valuable Papers of any kind
Any Cargo requested to be transported under its own power or towed on its own axle for example except for loading and unloading, motor vehicles, motor cycles, caravans, horse boxes and trailers.
Vegetable, fresh

Any substance that has not been approved for a medical use by the U. S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U. S. Drug Enforcement Administration.

Any item otherwise prohibited by federal, state, or local law, rule or regulation.

Because these articles are prohibited, they will not be accepted for transportation. If prohibited articles are inadvertently accepted by Carrier, Carrier's liability will be limited to:

A. If properly described:

Except for shipments moving to or from Mexico, and if properly described on the Bill of Lading, Carrier's liability for shipments containing PROHIBITED OR RESTRICTED ARTICLES inadvertently accepted by Carrier shall be limited to the least of the actual value supported by a certified copy of the original invoice, any released value made applicable by the NMF 100 series or Saia Tariff 170-D, or \$50,000 per shipment.

B. If **NOT** properly described:

Except for shipments moving to or from Mexico, and if NOT properly described on the Bill of Lading, Carrier's liability for shipments containing PROHIBITED OR RESTRICTED ARTICLES inadvertently accepted by Carrier shall be limited to the least of the actual value supported by a certified copy of the original invoice, 10 cents (\$.10) per pound per package, \$500.00 per shipment, or any released value applicable by the NMF 100 series or Saia Tariff 170-D herein.

C. For FULL VALUE COVERAGE options for Prohibited Articles, Customer must call Saia Motor Freight Line, LLC in advance of shipment. FULL VALUE COVERAGE is available only when agreed to, in writing, in

advance of shipment, by an authorized representative of Saia Motor Freight Line, LLC. See Item 75 and 108 Section 8 C. (g).

D. Miscellaneous:

1. Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100, Item 310.
2. United States Mail will be accepted only when the consignee is a United States government or foreign government Postal Facility.
3. U.S. Internal Revenue Distilled Spirit Stamps will be accepted in truckload or volume shipments only.
4. Numismatic exhibits subject to NMF 100, Item 63830 may be accepted for transport.

**16. FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT**

Carriers are not obligated to receive and transport freight liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and signed for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Any commodity that causes damage to other freight will result in liability to the shipper for damage caused to Carrier's equipment or to other freight.

**17. TERMS CHANGE AFTER OS&D DELIVERY**

Saia reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the exception, Saia reserves the right to revert to the original terms of the shipment.

**18. PACKAGING REQUIREMENTS**

Where packaging requirements are not otherwise provided by tariff or contract, the packaging requirements of NMFC will apply. Where packaging requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packaged in accordance with such packaging requirements, except that rates subject to such packaging requirements will apply also when the article or articles so packaged as required are placed on pallets.

It is the responsibility of the shipper/consignor to ensure that proper packaging is used and that contents of packages are adequately and securely packaged, wrapped, and cushioned for transportation. Carrier is not liable when loss, damage, or destruction is caused by insufficient or improper packaging, securing, marking, or labeling of the goods.

**19. ACCEPTANCE OF GOODS**

The consignee must accept delivery of the goods upon delivery unless they are determined to be totally worthless.

**20. SALVAGE OF UNDELIVERED OR REFUSED FREIGHT**

- (A) Whenever property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice wherever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.
- (B) Upon receipt of a shipment on which salvage has been processed in the manner prescribed, Carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
- (C) To the extent that the Shipper asserts that the goods should be destroyed for any reason, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

## 21. FOOD ITEMS

For food, food-related items, medical supplies, drugs, and toiletries, Carrier shall not be liable unless actual damage to the freight itself (and not damage only to the packaging or potential or suspected damage to the freight) is proven.

If shipper transports items covered under any food, drug or cosmetics legislation, law, statute, code and or regulation which requires rejection or destruction of the entire shipment because the items "are or may be contaminated" under the definition of the legislation, shipper must clearly indicate on the bill of lading that carton and/or packaging damage may contaminate product.

Full value coverage above the maximum carrier liability limits shown in this item are available in accordance with provisions of Section 8 of this item.

If the consignor has given the carrier notice on the bill of lading as required above, carrier's liability for loss, damage, or destruction to any shipment or part thereof is limited in accordance with the terms of this Item 108.

In the event that shipper requires that any freight subject to this section be destroyed without a showing of actual damage, Carrier will be entitled to a salvage offset for the actual value of the freight when tendered for delivery by Carrier.

## 22. UNATTENDED DELIVERY

When shipper, broker, or consignee requests that freight be delivered at an unattended location or be delivered without signature by the consignee, Carrier is not liable for loss, damage, theft, or destruction that occurs after Carrier delivers freight, and Carrier's delivery receipt signed by driver will constitute evidence of delivery in good condition.

### **23. RETURNED GOODS**

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by Saia from the original shipper, will be limited to lost freight only and Saia will not be responsible for damages.

Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by Saia from the original shipper and delivered without exception, when Saia is not given an opportunity to inspect prior to return, will be limited to lost freight only and Saia will not be responsible for damages.

### **24. ALASKA, HAWAII, AND PUERTO RICO (Subject to Section 3 Notes)**

For shipments moving between the 48 contiguous United States and Alaska, Hawaii, or Puerto Rico, or between Alaska, Hawaii, or Puerto Rico, the Shipper authorizes Carrier to arrange for transportation of goods via ocean carrier and, on behalf of and as agent of Shipper, to enter into contracts with an ocean carrier to accomplish said transportation. For any cargo loss, damage, or destruction occurring while the goods are in possession of the ocean carrier, the liability of the ocean carrier and of Saia shall be limited to the lesser of (a) the limited liability amount specified in the contract with the ocean carrier or the ocean or combined transport waybill or (b) the lowest applicable limitation provided by Item 108, Section 3-1D of the Saia Series 170D Rules Tariff. For Full Value Coverage, see Section 8.

## **ITEM 110 RELEASED VALUE COMMODITIES**

Where NMF 100 provides for a released value on the commodity shipped, the following will apply:

- 1) The released value, which shall be deemed to relate to each article separately and not to the shipment as a whole, must be entered on the shipping order and bill of lading in the following form:

“The agreed or declared value of each article in this shipment is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per pound.”
- 2) If shipper fails to execute the above statement or designates a value exceeding the maximum released value allowed as provided in the applicable item of NMF 100, the shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released at the lowest valuation provided and shipment will move and be charged for, on the basis of such limitation of liability.
- 3) On any shipment that includes a commodity subject to a released value:
  - a. Class rate minimum charges without discounts apply on minimum charge shipments unless the shipper releases the shipment to the lowest valuation in NMF 100 for the commodity(s) shipped.
  - b. Reduced minimum charges and FAK (single factor rates) will only apply when released to the lowest valuation in NMFC 100 for the commodity(s) shipped.
- 4) Miscellaneous:

- a. Class Rates and all tariff provisions pertaining to class rate applications on shipments released to a specific or maximum value shall be the current class rates and charges in effect at time of shipment.
- b. Any disclaimer in tariffs which provides non-application of class rate applications on shipments released to specific or maximum value shall not apply.
- c. The term "class rate applications" describes all tariff provisions required for the application of class rate charges including Class Rate Tables; Class Ratings; Rate basis Numbers of distance factors of all kinds; allowances, discounts, rate adjustments or column commodity rates expressed as a percentage of class rates or class rate charges; general increases, arbitraries, remote access and minimum charges applicable thereto: to the extent that the carrier for whose account this tariff is filed is party to such tariff provisions.

## **ITEM 111 MINIMUM CHARGE FOR CUBIC CAPACITY AND DENSITY ELIGIBLE SHIPMENTS**

Any shipment which is 750 cubic feet or greater and has a density of less than six pounds per cubic foot is subject to a minimum charge as defined herein.

### **1. RATES AND CHARGES**

- a. Eligible shipments will be subject to a minimum charge to be determined as follows:
  - i. Carrier will multiply the total cubic feet by 6 pounds to get the calculated weight of the shipment.
  - ii. Carrier will multiply the calculated weight by the class 100 class rate as published in the current Saia 5700 series tariff in effect at time of shipment.
  - iii. Carrier will apply the customer's published discount percentage.

### **2. CONDITIONS**

- a. Density is based on the total cubic feet of all articles or pieces in the shipment. Density is determined as follows:
  - i. The cube of loose articles, pieces or packaged articles of a rectangular, elliptical, or square shape on one plane shall be determined by depth in inches, including all projections, and dividing the total by 1,728 cubic inches (one cubic foot), the density shall be the result of the weight of the article, piece or package by the ascertained cubic feet.
  - ii. To determine the density of a cylindrical shaped article or any article other than a square, elliptical or rectangular shaped article in a single plane, square the greatest dimension on the cylindrical or other than square, elliptical or rectangular plane (multiply the dimension by itself) and multiply that result by height or length. If result is in cubic inches, divide by 1,728 cubic inches (one cubic foot). The density shall be the result of the division of the weight of the article by the ascertained cubic feet.
- b. Freight bill information: When this item applies, the Carrier's freight bill will indicate both the actual weight and the calculated weight upon which the charges are assessed.

- c. Maximum Charge: The charges applied under this item shall in no case exceed those charges that would be calculated from Item 390 of this Tariff.
- d. The provisions of this item are not applicable in connection with shipments subject to:
  - i. Truckload rates or charges
  - ii. Rates which apply per vehicle used.
  - iii. Capacity load provisions
  - iv. Exclusive use of vehicle provisions
- e. If Carrier is unable to load freight on top of the packaged articles/handling units due to the nature of the packaged articles/handling units or per instructions from the shipper/consignee, a minimum height measurement of 96 inches will be used when determining the cubic footage of the packaged articles/handling units.

## **ITEM 112 DEFINITIONS-TERMS AS USED IN THIS TARIFF, OR IN TARIFFS MAKING REFERENCE TO THIS TARIFF**

- 1. The term "BUSINESS DAY" means each day, Monday through Friday, excluding holidays.
- 2. The term "BUSINESS DAY" means that time during which operations are generally conducted by the carrier at the point where the service is performed. This paragraph is applicable only where reference is made in this Tariff to Item 750.
- 3. The term "HOLIDAY" means: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the points where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
- 4. The term "PRIVATE RESIDENCES" shall apply to the entire premises on which a dwelling for living is located.
- 5. The term "DENSITY": Where rates are applicable according to the density of articles as tendered for shipments, the word "density" means "pounds per cubic foot". The cube of loose articles or pieces, or packaged articles, shall be determined as set forth in Item 111.
- 6. Where the terms "LTL", "AQ" or "Less-Than-Truckload" or "Any Quantity" are used, such terms refer only to an amount of freight subject to rates applying on less than 20,000 pounds.
- 7. Where the terms "Vol.", "TL" or "Volume" or "Truckload" are used, such terms refer only to an amount of freight subject to rates applying on 20,000 pounds or more and further subject to any stated minimum weights provided in connection with rates or provisions.
- 8. The term "CARRIER" refers to Saia Motor Freight Line, LLC d/b/a SAIA LTL FREIGHT, whether operating as a less-than-truckload (LTL) carrier, as a broker, or through its truckload carrier affiliate Saia TL Plus, LLC.
- 9. The term "PAYOR" or "PAYOR OF FREIGHT CHARGES" refers to the party contracting (pursuant to a contract, to this Tariff, to published pricing, to a quote, or to a bill of lading) with Carrier for transportation of freight. Subject to provisions of this Tariff, the PAYOR or

PAYOR OF FREIGHT CHARGES will be responsible for payment of all freight and other charges owed to Carrier.

### **ITEM 121 DRAYAGE SERVICE**

When, through no fault of Carrier, pick up or delivery is made with equipment other than Carrier's normal linehaul pup/set or vehicle, and the Carrier must transfer the lading prior to movement, a charge of \$48.00 per shipment will be assessed. The payor of the freight charges shall be responsible for the charges accrued under this item.

### **ITEM 125 DRAYAGE SERVICE – LAREDO, TX / NUEVO LAREDO, MX BORDER CROSSING**

1. Drayage is for the transporting of freight between the United States (US) and Mexico authorized gateway.
2. When Carrier provides or arranges drayage service from Laredo, TX / Nuevo Laredo, MX Border Crossing via the Laredo International Bridge III, a charge of \$135.00 per shipment will apply.
3. When Carrier provides or arranges drayage service from Laredo, TX / Nuevo Laredo, MX Border Crossing via the Colombia International Bridge, a charge of \$185.00 per shipment will apply.

### **ITEM 161 PALLET RATES – APPLICATION**

1. Shipments tendered to Saia should be shipped on pallets for the pallet rates to apply.
2. The driver will sign only for the number of pallets, not the number of pieces.
3. Shipper must load and Consignee must unload the pallets.
4. Pallet may not exceed 40x 48 inches in size and/ or 84 inches in height.
5. Rates and charges are dependent on price per pallet named in Tariffs (Item) or Contracts. All supporting correspondence and documentation shall be limited to pallets or skids.
6. Pallets that exceed the maximum weight stated in a Tariff (Item) or Contract will be rated as an additional pallet. The total weight of the shipment will be divided by the highest maximum weight to determine the number of pallets.
7. Unless otherwise specified within the Tariff (Item) or contract, Saia calculates the pallet weight as 50 pounds per pallet.
8. Any accessorial services required are not included in the "Pallet Rates" named herein.

9. If the above guidelines are not adhered to, Saia reserves to rates the shipment as an LTL shipment.
10. If customer is awarded pallet rates to terminal zones and states, the terminal zones will take precedence over states.
11. See Item 108 for liability and limitations of liability applicable to shipments priced at pallet rates.

## **ITEM 171 FAK AND BUMP RULE**

**Cancel item 11/02/2020**

## **ITEM 345 ARRIVAL NOTICE AND UNDELIVERED FREIGHT ARRIVAL NOTICE**

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 and/or consignor 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, email, fax, or courier. 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.

## **ITEM 360 BILLS OF LADING/CORRECTED BILLS OF LADING**

1. A charge of \$36.50 in addition to all other applicable charges will be assessed against the payor of the freight charges for processing corrected bills of lading. Any change in the collection status will not be permitted after payment has been received.
2. Any correction to a bill of lading or any request to change the terms of the bill of lading or the status of the payor from prepaid to collect must be submitted to the Carrier in writing.
3. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after a shipment has been delivered.
4. Carrier reserves the right to deny a change of terms to a freight bill after an OS&D delivery exception has occurred. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original terms of the shipment.
5. 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 remains liable and will guarantee payment of the freight charges should the new payor fail to pay within the prescribed credit guidelines.
6. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper or consignor and the shipper or consignor must have established credit with SAIA. A request to change the collection status may be submitted by the shipper or consignor on the shipper's or consignor's letterhead in lieu of a corrected bill of lading, subject to all other provisions of this Item.

7. 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.
8. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status of the payor will be assessed against the payor of freight charges on the corrected bill of lading.
9. 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 corrected information has not been verified to the satisfaction of the Carrier, or where execution of the correction request would violate laws, rules or regulations. Any decision on whether to accept corrections to bills of lading under this paragraph shall be within Carrier's sole discretion.
10. An additional \$17.00 charge will be assessed whenever a shipper or consignor neglects to include a valid quote number on the original bill of lading and a change is required to add the quote number and rate at a later date.
11. Carrier reserves the right to deny correction requests to add/remove a volume, spot, or discounted quote to a freight bill after the freight has been delivered. If the request is inadvertently accepted after the declination, Carrier reserves the right to revert to the original rating of the shipment.

**ITEM 360-10 BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES (Exception to Section 1 (f) of NMFC Item 360)**

1. When a party requests that proof of delivery be furnished in any form, a charge of \$2.84 for each such document or copy will be imposed.
2. The charges set forth in this item will not apply to:
  - (a) Bank Payment plans when documentation is limited to 1) deposit ticket(s) supplied by the bank; 2) supporting freight bills not in excess of the number set forth in Section 1 (e) of NMFC Item 360; or 3) the return of a copy of the bill of lading furnished by shipper.
  - (b) Sight Draft Plans when documentation is limited to 1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft; 2) supporting freight bill(s) and statement(s) of charges not in excess of number set forth in Section 1 (e) or NMFC Item 360 or 3) the return of a copy of the bill of lading furnished by shipper.

**ITEM 360-20 BILLS OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS**

Unless otherwise agreed to in writing in advance of carriage by an authorized official (see Item 75), contract terms shall be those contained in the current form of Carrier's bill of lading published on Carrier's website and in the Uniform Straight Bill of Lading contained in National Motor Freight Classification 100-AS (and successor publications) Item 250150 in effect on the date shipment

was tendered to the carrier. Only carrier officials or personnel authorized to do so by the Carrier (see Item 75) are empowered to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. Drivers employed or hired by the carrier are among those excluded from the category of authorized carrier personnel. Where an unauthorized bill of lading issued by the shipper or consignor is signed for by the Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the intent to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by the carrier. Reference made in bills of lading to tariffs, classifications, rules, or tariffs on file means the Rules Tariff. The Rules Tariff is published on Carrier's website and available to Carrier's customers on request.

### **ITEM 360-50 BILLS OF LADING – ORDER NOTIFY SHIPMENTS**

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$25.30 per shipment, which charge will be in addition to all other lawful transportation charges.

### **ITEM 360-60 BILLS OF LADING – LIABILITY AND PENALTIES**

Carrier will not be responsible for any liability provided on Bills of Lading except in accordance with items 108, 109, 110 and 360-20 of this tariff. Carrier will not be responsible for any penalties, consequential damages, incidental damages, late fees, or any other similar charges regardless, even if shown on a shipper's or consignor's bill of lading. Carrier's drivers' signature does not indicate acceptance of any of the aforementioned terms.

### **ITEM 360-70 BILLS OF LADING – COMBINED SHIPMENT RULE**

When Carrier is tendered more than one shipment, on the same day, moving to the same consignee, Carrier reserves the right to combine shipments as if they were in fact one shipment.

### **ITEM 370 BLIND SHIPMENTS**

A blind shipment is when a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. The following conditions will apply to blind shipments when via Saia:

1. Two bills of lading are required and both must be prepaid. Conditions outlined here must be satisfied prior to the shipment being tendered for transportation.
  - a. The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code consigned to Carrier's terminal serving the shipper.

- b. The corrected bill of lading will identify Carrier as the shipper with the shipper's city, state and zip code and the actual consignee name and address. The corrected bill of lading must reflect a Third Party; which must have established credit with Carrier. A letter of authority requesting the change must be sent to Carrier.
  - c. The invoice is generated from the corrected bill of lading.
  - d. Section 7 of the bill of lading cannot be signed or, if signed, will be inoperative.
  - e. The freight bill will reference the corrected bill of lading information and the original bill of lading freight bill number.
  - f. Carrier will not ensure the confidentiality of the transaction.
- 2. The charge for this service will be \$149.00 in conjunction with all other applicable charges.
  - 3. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
  - 4. Charges for "Marking or Tagging" as published in Item 580 of Tariff will not apply.
  - 5. 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 382 CANCELLATION OF TARIFF ITEMS**

When individual items of this Tariff are amended or cancelled, the effective date of each such amendment or cancellation will be noted. Amendments and cancellations will be effective for shipments tendered to Carrier after the effective date.

## **ITEM 390 CAPACITY LOADS MINIMUM CHARGE AND OVERFLOW**

- 1. When any shipment is tendered to SAIA and occupies the full visible capacity of a vehicle or doubles trailer, the minimum charge for that quantity of freight loaded in or on each will be subject to the following:
  - a. For shipments subject to commodity rates - the truckload or volume rates and minimum weights applicable.
  - b. For shipments subject to class rates or both class and commodity rates, the charge will be:
    - i. Class 77.5 off SAIA 5700 series rates effective 12/07/15 for 20,000 lbs. for a vehicle (van) less a 50% discount.
    - ii. Class 77.5 off SAIA 5700 series rates effective 12/07/15 for 12,000 lbs. (20,000 lb. Rate) for a doubles trailer (pup) less a 50% discount.

- c. In no event will the charge for a doubles trailer and overflow exceed the charge for a vehicle.
2. When a shipment is tendered which cannot be loaded in one vehicle or doubles trailer, the following will apply:
  - a. Each vehicle or doubles trailer loaded to capacity will be subject to the minimum charge as provided in paragraph 1 above.
  - b. When the otherwise applicable charges, on any overflow portion of a shipment on a vehicle or doubles trailer not loaded to capacity do not equal or exceed the minimum charge provided in paragraph 1 above, the charge for such overflow portion of the shipment loaded into or on the last vehicle or doubles trailer not loaded to capacity will be as a separate shipment.
3. The term "occupies the full visible capacity", "loaded to capacity", or "capacity load" refers to the extent each vehicle or doubles trailer is loaded and means:
  - a. That quantity of freight which, in the manner loaded so fills a vehicle or doubles trailer that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle or doubles trailer.
  - b. That quantity of freight which, in the manner loaded, so fills a vehicle that less than 10 linear feet of floor space remains and the total weight of the shipment is less than 30,000 pounds.
  - c. That quantity of freight which, in the manner so loaded, utilizes a linear length of 21 or greater in the pup or vehicle, regardless of weight; or
  - d. That quantity of freight 20,000 pounds or greater, regardless of linear footage or cubic capacity required.
  - e. That maximum quantity of freight that can be legally loaded in or on a vehicle or doubles trailer because of the weight or size limitations of state or regulatory bodies.
4. The term "vehicle" as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers, must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor.
5. The term "doubles trailer" means a trailer of 29 feet or less in length.
6. On shipments in containers (trailers) received from or delivered to water carriers, each container (trailer) will be considered as fully loaded or loaded to capacity. The quantity of freight in each container (trailer), regardless of size, will be charged for at the TL commodity rate at actual weight, but not less than the TL minimum weight or at the 20,000 pound class rate at actual weight, but not less than the rate for 20,000 pounds.

## **ITEM 430 COLLECTION ON DELIVERY (COD) SHIPMENTS**

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

1. General
  - a. 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 letters at least one inch in height with thickness of stroke  $\frac{1}{4}$  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 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.
  - b. 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.
  - c. The Carrier will not be liable for the collection of the COD amount if the shipper fails to mark the Bill of Lading, Shipping Order, and Packages in compliance with Sections 1 and 2 of this item.
2. Mixed Shipments

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.
3. Invoices

If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoice (s) to accompany shipment to destination."
4. Identity of Consignee

COD shipments will not be accepted, or receipted for, when billed to one firm or person, with instructions to collect charges from another firm or person.
5. Consignee's Responsibility

COD shipments will not be accepted for transportation subject to inspection or trial by consignee or when bearing instructions to make partial delivery. Carrier is 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, Carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions, as applicable. Carrier is not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.
6. Particular Goods
  - a. Intoxicating beverages may be handled COD only, under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

- b. COD shipments of explosives designed as “Class A and Dangerous Explosives” or “Class B Less Dangerous Explosives” referred to in the Hazardous Materials Tariff (HMT) will not be accepted.
- 7. Collection of COD charges

The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.
- 8. Form of Payment

When the Shipper fails to specify an acceptable form of payment on the Bill of Lading, Carrier may accept any form of payment listed herein including personal and company checks. Even when the Shipper specifies a particular form of payment, Carrier is specifically authorized to accept cash, cashier’s check, certified check, teller’s check, official check, money order or similar instrument issued by or on behalf of the consignee. Cash will be accepted up to a maximum of \$250.00. Notwithstanding the foregoing, Carrier shall have no liability whatsoever for failure to collect the specified form of payment.
- 9. Responsibility for Payment
  - a. The charges for collecting and remitting the amount of bills for COD shipments will be collected from the consignor, except that such charge may be collected from the consignee, providing notation to the effect is made by the consignor 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 or money orders made payable to the consignor. If the consignor neglects to give instructions regarding the COD fee, the fee terms will follow the terms of the Bill of Lading.
  - b. Upon collection of a COD bill, Carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within fifteen days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service the delivering carrier shall, at the time of remittance of COD collection to the consignor or payee, notify the originating carrier of such remittance.
  - c. The Carrier will not be liable for the collection of the COD amount if the shipper, following the Carrier’s failure to collect the proper COD amount, does not file a claim for the same amount within 30 days of the shipment’s delivery.
  - d. Carrier’s responsibility is to accept a form of payment from consignee that appears valid on its face. Carrier is not liable for accepting an apparently valid form of payment that is later determined to be invalid for any reason.
- 10. Payment Records
  - a. The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment: 1) Number and date of freight bill; 2) Name and address of shipper or other person designated as payee; 3) Name and address of consignee; 4) Date shipment delivered; 5) Amount of COD; 6) Date collected by delivering carrier; 7) Date remitted to payee; 8) Check number or other identification of remittance to payee.
- 11. Carrier Charges
  - a. The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be 6% of the COD amount, subject to a minimum charge of \$149.00. In the event an account has negotiated a waiver of this fee and/or negotiated a flat amount, Carrier will have no liabilities in the collection of the COD.
- 12. Changes to COD Instructions
  - a. 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 this item by increasing, reducing or canceling the COD amount.

- b. A charge of \$48.00 per shipment will be assessed in addition to all other lawful charges.
- c. All charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.
- d. 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.
- e. Carrier will, upon written authorization from shipper, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$45.00 per shipment. If request is received after the shipment has been tendered for delivery, and refused by consignee, the shipment will also be assessed the applicable redelivery charge, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

13. Miscellaneous

- a. COD shipments will not be accepted where the value exceeds \$15,000.00. If a shipment with a COD amount over \$15,000.00 is inadvertently accepted, Carrier's maximum liability will be \$15,000.00, if the COD is not collected.
- b. Any limitation on the amount of cash that will be accepted by Carrier, does not apply when COD shipments are picked up by consignee or his agent at Carrier's terminals.
- c. If the Carrier fails to collect the COD at time of delivery, the party responsible for payment fails to pay the legitimate COD charges within the specified credit period, and the Carrier has to seek third party collections services to obtain payment of such charges, the Carrier will assess a Collection Expense Charge. This charge will be of an amount equal to the sum of a reasonable attorney's fee, court costs, and administrative costs incurred in legitimate collection efforts.
- d. Any claim against Carrier for failure to collect COD must be asserted as a freight claim and will be governed by the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706.

## **ITEM 435 - COLLECTION OF FREIGHT CHARGES**

### **Section A - General**

- 1. All rates and charges are subject to the payment rules and regulations provided in 49 CFR Part 377as amended and in effect at the time of shipment.
- 2. 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 freight charges at a later date, and at Carrier's discretion, 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.
3. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.
  4. A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid by the consignee.
  5. If, in the judgment of Carrier, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
  6. If a shipment is required by this Tariff to be prepaid, it will be accepted on a collect basis only if the consignor or shipper has established credit with Carrier and the consignor or shipper guarantees to pay the charges if the consignee fails to do so within the time allowed under the provisions of Item 435 of this Tariff. Such a shipment will not be accepted if the consignor executes Section 7 of the Bill of Lading.
  7. The consignor and shipper remain liable for transportation charges when there are incomplete or conflicting terms or information on the bill of lading.
  8. No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.

## Section B – Service Charges

1. This section establishes a service charge for payments made after the expiration of an authorized credit period, as permitted by 49 C.F.R. 377.203(e)(3). Carrier hereby informs shipper that:
  - a. The only purpose of this rule is to prevent a shipper who does not pay on time from having free use of funds due the Carrier;
  - b. Carrier does not sanction payment delays; and
  - c. Failure to pay within the authorized credit period will, despite this provision for a service charge, continue to require the carrier, before extending credit, to determine in good faith whether the shipper will comply with credit regulations in the future.
2. 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:

Age of Unpaid Invoice	Late Payment Service Charge (% of principal)	Minimum Service Charge
61-90 days	25%	\$132.50
Over 90 days	50%	\$265.00

## Section C – Collection Expense Charge

This section assesses liquidated damages for all costs incurred in the collection of overdue freight charges, pursuant to 49 C.F.R. 377.203(g)(1)(ii). Where Payor of Freight Charges fails to make payment during the authorized credit period of fifteen (15) days net, thirty (30) days courtesy, all discounts are revoked, and Payor is required

to make payment at the applicable full, nondiscounted rate. The difference between the discount and the full rate constitutes Carrier's liquidated damages for its collection effort. This provision applies automatically at the expiration of the authorized credit period, without the need for Carrier to reinvoice Payor for the full, undiscounted rates. The failure of Carrier to reinvoice Payor for the full, undiscounted rates does not waive Carrier's right to collect such rates.

### **Section D - 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 \$42.50 per check or the maximum amount allowed by applicable law will be assessed.

### **Section E – Bank fees**

Any charges assessed against Carrier for International bank fees will be payable by the Payor of Freight Charges.

### **Section F - Third Party Billing**

1. 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.
2. When consignor or shipper requests Carrier to bill a third party, the shipment will be considered prepaid and payment of charges guaranteed by the consignor or shipper. If the third party fails to pay such charges within the specified credit period, the consignor or shipper will be responsible for payment.
3. Shipments subject to the provisions of this section will not be accepted if the consignor executes Section 7 of the Bill of Lading. If the shipment is inadvertently accepted, the signing of Section 7 will NOT be applicable and the consignor or shipper will remain liable for all freight charges.
4. A third party payor must have an address in the US, Canada, Mexico, or Puerto Rico. Others will not be accepted.
5. If a customer receives an invoice billing them as the 3<sup>rd</sup> party payor and it is not responsible for payment of the freight bill, the customer has 120 days to notify Carrier to remove them as the 3<sup>rd</sup> Party payor. After 120 days, the third party must provide a letter of authorization from another party accepting liability. This is subject to Item 360 rules and fees. This will not be applicable on paid freight bills. Any paid freight bills will not be reopened.

### **Section G – Third Party Payments**

All payments for freight charges made by the shipper or consignee to a freight forwarder, broker, or any other party shall not be deemed as payment received by Carrier unless otherwise agreed in writing by an authorized Carrier official (see Item 75). A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor or shipper has established credit with Carrier and guarantees to pay the charges if the third party fails to do so within the time allowed under the provisions of Item 435 of this Tariff. Such a shipment will not be accepted if the consignor executes Section 7 of the Bill of Lading or, if inadvertently accepted, the execution of Section 7 will not be effective. In all circumstances, the consignor or shipper remains liable for payment of freight charges.

### **Section H – Prohibition of Offsets**

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims and overcharge claims. All claims for loss or damage shall be governed by Item 108 of this Tariff, and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

### **Section I—Carrier Lien**

Carrier has a lien on freight in its actual or constructive possession for the total amount of current and past due freight charges owed to Carrier by Payor. This lien includes freight charges, accessorial, or any other charges incurred on freight previously delivered by Carrier. To enforce its lien, Carrier may convert any shipment in its possession to on-hand freight. On-hand freight may be placed in public or private storage by Carrier. Once freight is placed on-hand, the provisions of Item 910 apply.

### **Section J—Jurisdiction and Venue**

All actions or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill shall be brought in a state or federal court of competent jurisdiction in Forsyth County, Georgia, Terrebonne Parish, Louisiana, or where the debtor resides (at the option of Carrier). The parties consent to jurisdiction and venue in such locations and will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

### **Section K—Delinquent Accounts**

An account is considered delinquent when a customer has not paid freight charges within sixty (60) days, when the account is placed on a no-charge status, or is otherwise delinquent. Carrier reserves the right to apply all amounts owed by Carrier to customer to the customer's delinquent accounts receivable balance. Amounts owed by Carrier include amounts for approved freight claims, overcharges, credits, etc. Carrier reserves the right to apply all amounts owed by Carrier to customer to the delinquent accounts receivable account before forwarding the payment to the customer.

### **Section L—Intermediaries and Interline Carriers**

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

1. The intermediary or interline carrier will segregate money due and owing to Carrier from other accounts.
2. Intermediary or interline carrier will pay Carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to Carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §379 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledged or encumbered by any intermediary or interline carrier be inclusive of freight charges billed by it to the extent those freight charges are due and owing to Carrier.
6. Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the bill of lading is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the bill of lading.

## **Section M—Miscellaneous Terms**

Shipments will be accepted subject to the following provisions:

1. All freight charges on shipments for export, except to points in Canada, must be prepaid. (Not applicable on shipments moving on Government Bills of Lading.)
2. Freight charges must be prepaid or guaranteed on all shipments consigned to or care of Amusement Parks, Trade Shows, Traveling Shows, Chautauguas, Fairs or Exhibitions.
3. All freight and accessorial charges on all shipments consigned to federal, state, county, or local governmental bodies of agencies, including schools, must be prepaid or guaranteed.
4. All freight and accessorial charges on all shipments consigned to Amazon.com must be prepaid or guaranteed.
5. When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less the charged valued in US currency.

## **ITEM 470 CONTROL AND EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER**

THIS ITEM IS AN EXCEPTION TO NMFC ITEM 595

### **Section A—Control of Vehicle or Doubles Trailer**

Except as provided in Section B of this Item, no shipment is entitled to the exclusive use of the vehicle or doubles trailer in which it is to be transported, and the Carrier has control of the vehicle or doubles trailer with the restricted right to:

1. Select the vehicle or doubles trailer for the transportation of a shipment.
2. Transfer the shipment to another vehicle or doubles trailer.
3. Load other freight on the same vehicle or doubles trailer.
4. Remove locks or seals applied to the vehicle or doubles trailer.

## **Section B—Exclusive Use of Vehicle or Doubles Trailer**

When the exclusive use of vehicle or doubles trailer is provided by the Carrier at the request of consignor or consignee, the following provisions will apply:

1. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
2. The request must be given to Carrier at the time the shipment is booked.
3. The request must be confirmed in writing or placed on the bill of lading and shipping order.
4. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
5. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in paragraph 6.
6. In the event a lock or seal has been removed from a vehicle or doubles trailer, the carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will note the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle or doubles trailer except at the instruction of the consignor or consignee.
7. Except as provided in paragraph 10, charges will be computed at the Class 50, 40,000 pound rate for 29' in length or greater vehicles & Class 50, 20,000 pound rate for 28' in length or smaller vehicles.
8. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
9. When the request for exclusive use of vehicle or doubles trailer is made by the consignor or consignee after shipments has been receipted for and is in possession of the carrier, the Carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the Carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in paragraph 7 between the point of origin and point of destination.
10. Shipments which, because of their weight, dimensions or dangerous character, require procurement of special permits for transportation over streets or highways will be transported subject to the provisions of Over-Dimension Freight, subject to a minimum charge as provided for each vehicle or doubles trailer utilized.
11. Stopoff for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.
12. Carriers are not obligated to provide exclusive use service under the provisions of this item where the operation of doubles trailer, in tandem, drawn by a single power unit, is prohibited by law.

## **Section C—Definitions**

1. The term "VEHICLE" as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor.
2. The term "DOUBLES TRAILER" as used in this item means a trailer 29 feet or less in length.

### **Section D—Special Expedited Services**

When exclusive use, expedited services, or other special service is required as set forth in this item, the following provisions will apply.

1. When required, shipments will be picked up and transportation commenced at hours requested by consignor or consignee.
2. Shipments will be expedited in an attempt to meet such delivery schedules as may be requested by consignor or consignee.
3. When a shipment is tendered under this section, the request must be given at the time the shipment is booked and must be confirmed in writing, attached and referred to, or inserted in the Bill of Lading and Shipping Order.
4. When expedited service under this item is requested after shipment has been received, the request must be confirmed in writing.

## **ITEM 480 CUSTOMS OR IN BOND FREIGHT**

1. Shipments moving under United States Customs bond for US Customs clearance at all points in the United States will be assessed a charge of \$4.77 per 100 pounds, subject to a minimum charge of \$127.50 and maximum charge of \$424.00 per shipment, based on the actual weight or applicable minimum weight, whichever is greater. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item
2. Line haul charges on shipments requiring US Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of US Customs clearance to the final destination except no beyond line haul charges will apply when the final destination is located within the terminal area (Item 980) of the points of US Customs clearance.
3. Import Freight moving in bond may not be included in the same shipment on the same Bill of Lading and shipping order with freight not moving in bond.
4. Shipments moving under United States Customs bond will not be accorded stopping in transit or split pick up or split delivery privileges.
5. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under US Customers Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
6. Each IT Permit (Immediate Transportation Permit) issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments

upon which charges are based on 20,000 pounds or more moving in bond between steamship company piers or wharves or when such shipment are delivered to a US Customs Bonded Warehouse.

7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this tariff. On shipments cleared enroute by US Customs, where movement beyond such clearance does not require a seal, standard rates and charges shall apply to the shipment once cleared.
8. Shipments moving from the United States under a TIR Carnet issued by the originating carrier are subject to a charge of \$102.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
9. When Carrier is required to pick up shipping documents or US Customs Release Forms from forwarder or broker for validation prior to pickup of a shipment, a charge of \$26.80 per shipment will apply, subject to a maximum charge of \$166.00 for each pickup of such shipping documents or US Customs Release Forms in addition to all other lawfully applicable rates and charges.

## **ITEM 495 Quotation of Estimated Charges**

### **1. GENERAL**

- a. 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 shipments (s) which are made known to the Carrier.
- b. 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 whether on the Carrier or the shipper.
- c. 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, transportation, and related services performed in connection therewith. Regardless of the rate estimate furnished by Carrier, charges will be assessed based on the actual commodity shipped and services actual performed to fulfill its duty of service.
- d. Should Carrier be requested to perform loading or unloaded services at origin or destination, applicable labor and detention charges will apply, unless specifically negotiated.
- e. Customer is liable for any fines received, as well as excess labor used in reloading to correct axle or gross vehicle weight overloads.
- f. Saia will honor LTL quotes for 7 calendar days.

### **2. VOLUME/SPOT/DISCOUNTED QUOTES**

- a. "Volume Quote," "Spot Quote," or "Discounted Quote" shall mean any price quotation derived from a non-published tariff, scale, or pricing document that is subject to change on a daily basis due to balance, carrier need, or other freight characteristic and is generally quoted verbally or in writing as a result of a telephone or emailed quote request. Customers without an open account or published pricing with Saia who request a quote will be provided a Volume Quote, Spot Quote, or Discounted Quote and should be aware of the terms and limitations provided herein.
- b. Volume, Spot, or Discounted Quotes have the prefix of "E," "T," or "L" followed by seven numbers. (Examples: E1284999, T1284988, or L1299452).

- c. Shipments made pursuant to Volume, Spot, or Discounted Quote have a maximum cargo damage liability of \$5.00 per pound, subject to a maximum liability of \$50,000.00 per shipment with no exceptions. For alternative liability options and liability limitations regarding quotes please see Item 108-Carrier Liability for Cargo Loss and Damage Claims.
- d. Saia will honor Volume, Spot, or Discounted Quotes for 3 business days.
- e. Should Carrier be requested to perform additional services at the time of pickup or delivery of a Volume Quote, Spot Quote, or Discounted Quote shipment, applicable accessorial charges will apply. Published accessorial waivers are not applicable on volume/spot quotes.
- f. A Volume Quote, Spot Quote, and/or Discounted Quote does not constitute "exclusive use" of Saia's equipment.
- g. All Volume Quotes, Spot Quotes, and/or Discounted Quotes shipments will be loaded by the shipper and unloaded by the consignee unless specifically negotiated herein.
- h. Volume quote rates will be charged based on the actual shipment characteristics. Shipments exceeding the quoted weight or linear feet limitation as specified by the quote issued may be subject to excess charges.
- i. Excess charges will be in addition to the quoted rate, and applied only to the excess portion of the shipment that exceed the weight and feet limitations. Excess charges will be assessed at a rate of 150% of the volume quote rate per hundred weight, or 150% of the volume quote rate per foot, whichever is greater.
- j. The bill of lading must have the Saia quote number written on it. Saia reserves the right to charge a Missing Quote Number charge for shipments tendered to Saia without the quote number on the bill of lading.
- k. Saia reserves the right to deny correction requests to add/remove a Volume Quote, Spot Quote, or Discounted Quote to a freight bill after the freight has been delivered. If the request is inadvertently accepted after the declination, Saia reserves the right to change the rating to the original rating of the shipment.
- l. Saia reserves the right to deny correction requests to add/remove a Volume Quote, Spot Quote, or Discounted Quote to a freight bill after a delivery exception has occurred. If the request is inadvertently accepted after the declination, Saia reserves the right to change the rating to the original rating of the shipment.

## **ITEM 500 DETENTION OF VEHICLE – WITH POWER**

This item applies when Carrier's vehicles with power units are delayed or detained on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following provisions:

### **1. GENERAL PROVISIONS**

- a. This item applies only to vehicles which have been ordered or used to transport shipments and only when the delay or detention is not attributable to the Carrier.
- b. Free time and detention charges for each vehicle will be as provided in PART 3 of this item.
- c. The charges provided in this item will be assessed against the Payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by

the consignor, consignee or a third party. When there is more than one Payor, charges will be prorated based on the weight of each individual shipment.

- d. Nothing in this item shall require Carrier to pickup or deliver freight at hours other than the Carrier's normal business hours. This shall not be construed to restrict Carrier's ability to pickup or deliver shipments at times other than its normal business hours.

## 2. COMPUTATION OF TIME:

- a. The beginning and ending times shall be entered into the Carrier's hand-held driver log device by the Carrier's employee and shall be binding on each party.
- b. Computation of free time will begin when the Carrier's employee notifies a responsible representative of the consignor or consignee at the premises of pickup or delivery that the vehicle is available for loading or unloading. The time for each vehicle will end when loading or unloading is completed and the consignor or its representative, in the case of loading, furnishes the Carrier's employee a signed Bill of Lading or other documents necessary for forwarding the shipment, or, in the case of unloading, the consignee or its representative furnishes the Carrier's employee with a signed Delivery Receipt.
- c. Computations of time are subject to and are to be made within the normal business hours at the place of pickup or delivery. If the Carrier's employee is permitted to work beyond this period, such working time shall also be included.
- d. When loading or unloading is not completed at the end of normal business hours, the consignor or consignee, or its representative, shall have the option to request that the vehicle remain at its premises without power or to request that the vehicle with power be returned to the Carrier's terminal subject to the following:
  - i. If the vehicle with power is changed to a vehicle without power before expiration of the free time for a vehicle with power, free time will cease immediately at the time the request is made and detention charges for a vehicle without power will begin immediately with no further free time allowed.
  - ii. If the change to a vehicle without power is requested and made after expiration of free time for a vehicle with power, the vehicle will be subject to accrued charges for detention with power, if any, and charges for detention of a vehicle without power will begin to accrue immediately with no further free time allowed.
  - iii. If the consignor or consignee requests that the vehicle be returned to the Carrier's terminal, computation of any remaining free time will cease at the time of the request. That portion of the shipment in the Carrier's possession will be subject to storage charges as provided in Item 910 of this Tariff. When the vehicle is returned to the consignor's or consignee's premises, computation of any free time will resume. That portion of a shipment that is redelivered to a consignee will be subject to redelivery charges as provided in Item 830 of this Tariff.
- e. If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that the Carrier's employee advises the consignee that the shipment(s) is (are) available for delivery, the Carrier may consider the shipment(s) refused through no fault of the Carrier and the shipments will then become subject to redelivery, and, if applicable, storage charges.

## 3. FREE TIME and DETENTION CHARGES:

- a. When the loading or unloading is delayed beyond the free time shown below, a charge of \$57.50 per vehicle for each 15 minutes or fraction thereof shall be made for the time consumed for the delay, subject to a minimum charge of \$64.00 per freight bill.
- b. Free time for loading or unloading shall be determined as follows:

<u>When actual weight per vehicle is:</u>	<u>Free Time will be:</u>
Less than 2,500 lbs.	30 minutes
2,500 but less than 5,000 lbs.	60 minutes
5,000 but less than 7,500 lbs.	90 minutes
7,500 but less than 10,000 lbs.	120 minutes
10,000 but less than 20,000 lbs.	150 minutes
20,000 lbs. or more	180 minutes

- c. When multiple shipments are received from one consignor or delivered to one consignee at one time in one vehicle, free time shall be computed on the aggregate weight received or delivered.

## **ITEM 501 DETENTION – VEHICLES WITHOUT POWER UNITS – SPOTTING OR DROPPING TRAILERS**

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, subject to the following provisions:

### **Section A—General Provisions**

1. Subject to the availability of equipment, Carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by the consignor or consignee, or as close thereto, as conditions will permit.
2. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show "Shipper Load and Count".
3. Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the Carrier.
4. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
5. Free time for each vehicle will be as provided in Section 3. After the expiration of free time, charges will be assessed as provided in Section 4.
6. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
7. Nothing in this item shall require Carrier to pickup or deliver spotted trailers at hours other than Carrier's normal business hours. This shall not be construed as a restriction on Carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.
8. The party on whose premises a trailer is spotted is liable for damage to the trailer that occurs while trailer is spotted.

### **Section B—Definitions**

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

1. "VEHICLE" means tractor-trailer combinations used for the transportation of property where:
  - a. "TRAILER" means mobile units with or without wheels, used to transport property.
  - b. "TRACTOR" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
2. "LOADING" includes:
  - a. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the Carrier.
  - b. Notification to the Carrier that the vehicle is loaded and ready for forwarding
3. "UNLOADING" includes:
  - a. Surrender of the Bill of Lading to the Carrier on shipments billed "TO ORDER"
  - b. Payment of lawful charges to the Carrier when required prior to delivery of the shipment.
  - c. Notification to the Carrier that vehicle is unloaded and ready for forwarding.
  - d. Signing of delivery receipt.
4. "PREMISES" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
5. "SITE" means a specific location at or on the premises of consignor, consignee or other designated party.
6. "SPOTTING" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by Carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the Carrier, and free time shall accrue as provided in Section 3.
7. For the purpose of this item, the terms "SPOTTING" and "DROPPING" are considered to be synonymous and are used interchangeably.

## **Section C—Computation of Free Time**

1. Commencement of spotting and free time:
  - a. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor.
  - b. When any portion of the 24-hour free time extends into a Saturday, Sunday or holiday (national state, or municipal), the computation of free time for such portion

shall resume at 12:01 AM on the next day which is neither a Saturday, Sunday, nor holiday.

- c. Free time shall not begin on a Saturday, Sunday, nor holiday (national state, or municipal), but at 8:00 AM on the next day which is neither a Saturday, Sunday, nor holiday.
- d. When a trailer is both unloaded and reloaded each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

2. Termination of Spotting and Notification:

- a. Consignor, consignee or other party designated by them shall notify Carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time the carrier received notification. Notification by telephone if convenient and practical, otherwise by mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to Carrier or other party designated by Carrier for the purpose of advising such Carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, Carrier may require written confirmation.
- b. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by the, the free time and detention charges will be applied as follows:
  - i. If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
  - ii. If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition, thereto, the vehicle will immediately be charged detention for a vehicle with power with no further time allowed.

3. Prearranged Scheduling:

- a. Upon reasonable request of consignor, consignee, or other party designated by them, the Carrier will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- b. If Carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- c. If Carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

## Section D—Charges

- 1. GENERAL DETENTION CHARGES: After the expiration of free time as provided in Section 3(a), charges for detaining a trailer will be assessed as follows:

For each 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)  
\$52.00

- 2. DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30-minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention

charges for vehicles with power will commence from the time of arrival as specified in Item 500.

3. **DELAY CHARGE:** In the event performance by consignor, consignee, or other party designated by them is affected by any cause beyond the reasonable control of such party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such party, and such party is taking reasonable measures to remove or mitigate the effects of the applicable cause, makes it impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$52.00 per day or fraction thereof, per trailer, will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4<sup>th</sup> day of charges.

### **ITEM 550-10 EXPORT, COASTWISE OR INTERCOASTAL SHIPMENTS**

When, upon arrival of an export, coastwise or intercoastal shipment at a port, it is determined the actual delivery address is not designated on the bill of lading, the Carrier will give notification of arrival to the broker or other party shown on the bill of lading. The broker or other party will designate the actual delivery address within the port facility and the Carrier will accomplish delivery without charge for change in the originally billed address.

This item is an exception to Item 820 of this Tariff, to the extent the provisions of this item are applicable.

### **ITEM 560 EXTRA LABOR – LOADING OR UNLOADING**

1. When requested by the consignor or consignee, extra labor will be furnished by the Carrier for loading or unloading. At each location where extra labor is used, the charge per laborer will be as follows:

<u>TIME OF USE OF EXTRA LABOR</u>	<u>CHARGE</u>
For the first 3 hours or less	\$199.00
For each hour or fraction thereof in excess of 3 hours, but not over 8 hours	\$ 50.00
For each hour or fraction thereof over 8 hours	\$ 69.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor, if the extra labor is used for loading or

if the consignee is within the premises of an airport, or a county, state, or government facility that require deliveries with 2 people or that requires an escort. This charge will be assessed against the consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee. Charges for extra labor for unloading may be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading

2. Carrier's 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 and consignee at whose place of business freight is loaded or unloaded.
  - b. Identification of vehicle tendered for loading or unloading.
  - c. Number of extra laborers used and the number of hours or days each such laborer was used.
3. The provisions of this item will not apply on Saturdays, Sundays or holidays. On such days, Carrier will apply the charges provided in Item 754 (Pick-up or Delivery Service – Saturdays, Sundays or Holidays).
4. The provisions of this item do not obligate the Carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
5. Definitions
  - a. Consignor, as used in this item, means the party from whom the Carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether it be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the Carrier does not have an interline agreement or other person to whom the Bill of Lading is issued.
  - b. Consignee, as used in this item, means the party to whom the Carrier is required, by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether it be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the Carrier does not have an interline agreement, or other person designated on the Bill of Lading.

#### **ITEM 566 INSIDE PICK UP OR DELIVERY (HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE)**

1. 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 immediately adjacent loading or unloading positions defined in Item 750 (Pick-Up or Delivery Service).
2. 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. The charges for providing this service will be \$12.55 per cwt, subject to a minimum charge of \$121.50 per shipment, and a maximum charge of \$630.50 per shipment, or \$630.50 per vehicle if more than one vehicle is used to transport the shipment.

3. When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately, wherever the service is performed.
4. The charges provided in this item will be in addition to all other lawful charges. The party responsible for the freight charges shall also be responsible for the charges accrued under this item.

## **ITEM 568 HAZARDOUS MATERIALS HANDLING CHARGES**

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 \$36.50 per shipment in addition to all other lawful charges. This item applies on U S land charges only.

To ensure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of applicable articles in this Tariff. Commodity word descriptions must be used in bills of lading and shipping orders and must conform to those in this Tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate sub-number thereof are shown. The kind of package used must be shown. Bills of Lading and shipping orders must specify number of articles, packages, or pieces.

Articles, which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping orders as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the Tariff description in connection with the applicable class or rate which is published, the Tariff description must also be shown on bills of lading and shipping orders.

Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height; articles that must not be stacked; articles that must be kept within a certain temperature range; articles that have a center of balance that is not the center of the commodity; and magnetically sensitive articles. Where other items of this Tariff provide specific requirements applicable to individual articles, those items apply in addition to the provisions of this item.

All goods will be loaded in accordance with applicable federal regulations and Carrier will not be liable for any claimed damages arising from the transportation of goods on a trailer containing hazardous materials provided Carrier has complied with DOT loading regulations. If customer desires goods to be transported separately from hazardous materials even where not required by DOT regulations, customer must make special arrangements with Carrier in advance of transportation and Carrier must agree to such special arrangements in writing.

## **ITEM 570 IMPRACTICABLE OPERATIONS**

Pick up or delivery service will not be performed by the 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 person or property.

## **ITEM 575 LIFT GATE SERVICE / HAND UNLOAD**

1. Where Carrier is required or requested to hand unload off truck, 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 of \$9.69 per 100 pounds, subject to a minimum charge of \$131.00 and a maximum charge of \$305.00, will be assessed upon the actual weight of the shipment or shipments for which such service is rendered at one time.
2. 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. 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.
4. The Payor of the freight charges shall also be responsible for the charges accrued under this item.
5. Lift gate service does not obligate Carrier to unload freight. Carrier will transfer freight to the top of the lift gate or off of the trailer, at which time delivery is complete. If equipment is used, consignee must unload freight. Carrier will not be liable for damage occurring during unloading after delivery is complete, even if Carrier's driver unloads or assists with unloading.

## **ITEM 576 FORK LIFT SERVICE**

1. On shipments that require a forklift service and the consignee does not furnish this service, Carrier will endeavor to arrange for such fork-lift service and will charge the consignor or consignee, as the case may be, requiring such service an additional charge of \$2.38 per 100 pounds, subject to a minimum charge of \$37.50 and a maximum charge of \$159.50. This charge 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 will be guaranteed by the Payor of freight charges. 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. 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.
4. Fork lift service does not obligate Carrier to unload freight. Carrier will make freight available on its trailer, at which time delivery is complete. Consignee must unload freight, and Carrier will not be liable for damage occurring during unloading after delivery is complete, even if Carrier's driver unloads or assists with unloading.

## **ITEM 579 LUMPER FEES**

1. When Carrier is required or requested to acquire, employ, or utilize any outside service to load and/or unload freight from and/or to the Carrier's vehicle, the fee of \$2.34 cwt subject to a minimum charge of \$32.00 per shipment.
2. A lumper processing fee will be added to all freight bills requiring lumper services.
3. The lumper processing fee is \$27.00 per shipment.
4. The payor of the freight charges shall be responsible for the charges accrued under this item unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee, or a third party.
5. Certain locations that require lumper services to complete the pickup and/or delivery process have been identified and flagged into carrier's system. Carrier reserves the right to charge lumper fees and processing fees on freight bills that require lumper services to complete the pickup and/or delivery of said shipments.

## **ITEM 580 MARKING OR TAGGING FREIGHT**

### Section 1

Carrier will, at the request of the shipper or consignee, change or alter, according to instructions received, the markings or tags on any packages or pieces of freight, subject to the following charges:

\$5.15 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$85.50 per shipment.

The Payor of freight charges is responsible for payment of charges imposed pursuant to this Item.

In marking and/or tagging freight pursuant to this Item, Carrier will use information contained on the bill of lading. Carrier is not liable for any damages arising from improperly marking and/or tagging freight where Shipper has failed to mark and/or tag freight as required.

In its discretion, Carrier may refuse to accept for transportation any freight that is not properly marked and/or tagged.

## Section 2

Freight must be marked and/or tagged by consignor in accordance with NMFC Item 580.

Where freight is not marked and/or tagged as required by NMFC Item 580, Carrier may, in its discretion, mark and/or tag freight, subject to the following charges:

\$5.15 per package, or piece of freight, on which the marking or tag is changed or altered, subject to a minimum charge of \$85.50 per shipment.

The Payor of freight charges is responsible for payment of charges imposed pursuant to this Item.

In marking and/or tagging freight pursuant to this Item, Carrier will use information contained on the bill of lading. Carrier is not liable for any damages arising from improperly marking and/or tagging freight or electing not to mark and/or tag freight where Shipper has failed to mark and/or tag freight as required.

In its discretion, Carrier may refuse to accept for transportation any freight that is not properly marked and/or tagged.

Except as provided in this item, the provisions of NMFC Item 580 will apply.

## **ITEM 610 MINIMUM CHARGE – NMFC ITEM 190210**

Vehicles, Motor, Automobile, Passenger, NOI, including Ambulances or Hearses

The minimum charge on any shipment subject to LTL commodity rates or class rates consisting of vehicles described by NMFC Item 190210 will be charged (subject to a minimum charge based on 6000 pounds) at the class 150 rate provided in the Saia 5700 series tariff. Discounts and/or incentives will not apply on shipments rated using this item.

## **ITEM 610-2 MINIMUM CHARGE – NMFC ITEM 100200 AND 100262**

The minimum charge on any shipment subject to LTL commodity rates or class rates consisting of Household Goods or Personal Effects, as described in NMFC Items 100200 and 100262, will be for 500 pounds at the applicable rate.

This item is not applicable where the United States Government is the ultimate payor of the freight charges.

This item is not applicable to accounts in Saia 670 or under contract.

NOTE THAT SAIA IS NOT A HOUSEHOLD GOODS CARRIER. GOODS HANDLED PURSUANT TO THIS ITEM WILL BE TRANSPORTED AS LTL FREIGHT

## **ITEM 640 MIXED SHIPMENTS**

This item is applicable on all articles regardless of weight of shipment

1. When a number of different articles for which rates are provided are shipped at one time by one consignor to one consignee and destination, charges will be as follows:
  - a. The actual weight of each article shall be subject to the rate (see NOTE B) that would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.
  - b. The minimum weight for the entire shipment shall be the highest minimum weight applicable in connection with any article in the shipment. Any deficit shall be at the lowest rate applied to any article in the shipment. For clarification in applying this paragraph, a weight required before a rate applies such as in weight groups (example M5C, M1M, etc.) is also considered a minimum weight.
  - c. When the aggregate charge on the entire shipment is decreased by considering the articles as if they were divided into two or more separate shipments, the shipment will be rated accordingly. If the total charges on a shipment is decreased by applying the actual weight at the rate applicable for such weight on any article in the shipment, such lower charge will apply.
2. Shipments subject to rates applying on "SPECIFIC MIXTURES", "ALL FREIGHT", "FREIGHT ALL KINDS", "all commodity" or similarly designed rates will be rated on the basis of the rate and its accompanying minimum weight or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles not included in the mixture may not be used to make up the minimum weight.
3. Where different rates and minimum weights are provided on the same article included in a mixed shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.
4. If a lower charge would result under the application of Paragraph 1 of this item, than under the provisions or tariffs governed by this item, for a specific mixture, such lower charge will apply.
5. **The provisions of this rule will not apply to articles, the transportation of which, at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.**
6. This item will not apply on the following:
  - a. Articles which must be poured, scooped, or shoveled and which are generally of such size they cannot be handled piece by piece.
  - b. Articles for which rates are not provided.
  - c. Building woodwork (house trim)
  - d. Cement, hydraulic, masonry, mortar, natural or Portland
  - e. Lime, common, including Magnesium Lime, hydrated, quick or slaked
  - f. Livestock; sugar, beet or cane; plaster, calcined or wall.
  - g. Butter, NOI, butter grease, oleomargarine, shelled eggs (egg albumen, whites or yolks) eggs, NOI, cheese, including cheese foods or dressed poultry in mixed shipments with fresh meats or packinghouse products.
7. An "EXCESS" rate will apply only on the weight of the commodity loaded in the same vehicle which exceeds the basic minimum weight applicable to the commodity subject to the same rates and minimum weight. These are to be treated as one commodity in applying an "EXCESS" rate.
8. The provisions of this rule will also apply on shipments accorded stopoff in transit privileges, in accordance with the provisions of this Tariff making reference hereto or provisions authorized herein.

## **ITEM 641 CLASSIFICATION OF UNDESCRIBED COMMODITIES**

If a shipment is inadvertently accepted without a commodity description, the carrier will make an attempt to ascertain and apply the appropriate class. If no description, class or pcf has been provided on the BOL the following provisions will be applied to the undescribed commodity.

A pallet will be assumed to be 64 cubic feet. The class will base on the resulting pcf. If the BOL does not list pallets, the handling unit will be assumed to be 64 cubic feet.

lbs per cu ft	Class
< 1	400
1 but < 2	300
2 but < 4	250
4 but < 6	175
6 but < 8	125

lbs per cu ft	Class
8 but < 10	100
10 but < 12	92.5
12 but < 15	85
15 but < 22.5	70
22.5 but < 30	65
30 or greater	60

## **ITEM 647-1 NOTIFICATION PRIOR TO DELIVERY**

On shipments, upon which charges are based on less than 20,000 pounds, inclusive of minimum charges, a charge of \$53.00 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 after the shipment is available for delivery.

Shipments held at terminal for pickup will be assessed a notification fee.

The Payor of the freight charges shall also be responsible for the charges accrued under this item.

## **ITEM 648 OVERWEIGHT VOLUME LOADS OR SHIPMENTS OF UNAUTHORIZED EXPLOSIVES**

Charges, fees, penalties, or fines levied by governmental or regulatory authorities for the following reasons shall be the responsibility of the shipper:

- A. Overweight volume loads caused by misrepresentation of weight by shipper.
- B. Shipments of unauthorized explosives or hazardous materials.

The carrier will charge, in addition to all fines or civil penalties, \$79.50 to the shipper for the handling of the above.

## **ITEM 650 MINIMUM CHARGE – DISCOUNTS**

When published discounts and/or contracts make reference to "minimum charge" or "absolute minimum charge", the amount referenced will only apply if the total charge after applying the discount to the appropriate base rates and minimum, falls below said amount.

When published discounts and/or contracts make reference to "flat minimum charge", the amount referenced will replace the minimum charge published in the tariff referenced within that item and/or contract.

## **ITEM 670-25 OVER DIMENSION FREIGHT**

- Shipments consisting of such articles will receive the following fee, per shipment, in addition to all other lawfully published rates and/or charges. Such shipments will require an additional day of service.

Article Lengths	Per Shipment Fee
8 feet but < 12 feet	\$116.50
12 feet but < 16 feet	\$169.50
16 feet but < 20 feet	\$233.00
20 feet and greater	\$381.50

- Shipments requiring procurement of special permits because of their weight and/or shipments containing articles exceeding 28 feet in length, or 9 feet in height, or 8 feet in width (any of the above dimensions singly or combined) will not be accepted except by special arrangement with the Carrier and pursuant to rates agreed to by the Carrier.
- This item will not apply on shipments subject to EXCLUSIVE USE, CAPACITY LOAD, OR CUBIC CAPACITY AND DENSITY rules, or to TL or volume rates and charges.

## **ITEM 671 CALIFORNIA COMPLIANCE SURCHARGE**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

## **ITEM 672 REMOTE ACCESS CHARGE – IDAHO**

Shipments originating from or destined to the destinations below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

CITY	ST	ZIP	SURCHARGE		CITY	ST	ZIP	SURCHARGE
AVERY	ID	83802	\$168.50		ELK CITY	ID	83525	\$168.50
CALDER	ID	83808	\$168.50		ELK RIVER	ID	83827	\$168.50

EASTPORT	ID	83826	\$56.50		PORTHILL	ID	83853	\$56.50
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## **ITEM 673 REMOTE ACCESS CHARGE – NEBRASKA**

Shipments originating from or destined to zips below will be subject to a \$29.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

68821	69036	69134	69167	69346-48
68833	69037	69139	69169	69350
69023	69040-41	69142	69333	69354
69026	69045	69152	69339	69360
69030	69121	69157	69340	69365-67
69032	69125	69163	69345	

Shipments originating from or destined to the destination zips below will be subject to a \$51.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

69135	69166	69211-12	69216	69218-19
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## **ITEM 674 REMOTE ACCESS CHARGE – COLORADO**

Shipments originating from or destined to the zips below will be subject to a \$112.50 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

80101	80741	80836
80103	80742	80861
80105	80743	81027
80106	80744	81027
80136	80745	81029
80449	80747	81036
80545	80749	81038
80649	80754	81040
80652	80755	81041
80653	80758	81041
80654	80759	81043
80705	80801	81044

80720	80802	81047
80721	80804	81049
80722	80805	81055
80723	80807	81064
80726	80810	81071
80727	80812	81073
80728	80815	81076
80729	80821	81087
80731	80822	81090
80733	80825	81090
80734	80828	81149
80735	80834	81235
80736	80835	81252

Shipments originating from or destined to the zips below will be subject to a \$225.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading

80740	80746	80757
80434	80750	80824
80480		

## **ITEM 675 REMOTE ACCESS CHARGE – MONTANA**

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

CITY	ZIP	CHARGE		CITY	ZIP	CHARGE
ALBERTON	59820	\$ 56.50		MARION	59925	\$ 56.50
ALZADA	59311	\$ 168.50		MARTIN CITY	59926	\$ 56.50
ANTELOPE	59211	\$ 112.50		MARTINSDALE	59053	\$ 112.50
APGAR	59936	\$ 112.50		MARYSVILLE	59640	\$ 112.50
ARLEE	59821	\$ 56.50		MC CABE	59218	\$ 112.50
AVON	59713	\$ 79.50		MC LEOD	59052	\$ 112.50
BABB	59411	\$ 168.50		MEDICINE LAKE	59247	\$ 112.50
BAINVILLE	59212	\$ 112.50		MELVILLE	59055	\$ 56.50
BAKER	59313	\$ 79.50		MILDRED	59341	\$ 168.50
BELFRY	59008	\$ 56.50		MILES CITY	59301	\$ 79.50
BELT	59412	\$ 79.50		MONARCH	59463	\$ 112.50
BIDDLE	59314	\$ 112.50		NEIHART	59465	\$ 112.50

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BIG ARM	59910	\$ 79.50	NOXON	59853	\$ 140.50
BIG SKY	59716	\$ 79.50	OLIVE	59343	\$ 140.50
BLOOMFIELD	59315	\$ 112.50	OLNEY	59927	\$ 56.50
BOULDER	59632	\$ 79.50	OTTER	59062	\$ 168.50
BOYES	59316	\$ 168.50	OUTLOOK	59252	\$ 112.50
BROADUS	59317	\$ 168.50	OVANDO	59854	\$ 56.50
BROWNING	59417	\$ 168.50	PABLO	59855	\$ 56.50
BRUSETT	59318	\$ 112.50	PEERLESS	59253	\$ 112.50
CANYON CREEK	59633	\$ 56.50	PINESDALE	59841	\$ 56.50
CHINOOK	59523	\$ 79.50	PLAINS	59859	\$ 56.50
CLYDE PARK	59018	\$ 56.50	PLENTYWOOD	59254	\$ 112.50
COFFEE CREEK	59424	\$ 112.50	POLEBRIDGE	59928	\$ 112.50
CONDON	59826	\$ 112.50	POLSON	59860	\$ 56.50
CONNER	59827	\$ 79.50	POWDERVILLE	59345	\$ 168.50
CORAM	59913	\$ 56.50	PRAY	59065	\$ 56.50
CORVALLIS	59828	\$ 56.50	PROCTOR	59929	\$ 112.50
DAGMAR	59219	\$ 112.50	PRYOR	59066	\$ 56.50
DARBY	59829	\$ 79.50	RADERBURG	59641	\$ 112.50
DAYTON	59914	\$ 79.50	RAPELJE	59067	\$ 112.50
DECKER	59025	\$ 56.50	RAVALLI	59863	\$ 56.50
DENTON	59430	\$ 56.50	RAYMOND	59256	\$ 112.50
DIXON	59831	\$ 56.50	RAYNESFORD	59469	\$ 168.50
EKALAKA	59324	\$ 112.50	REDSTONE	59257	\$ 112.50
ELLISTON	59728	\$ 79.50	RESERVE	59258	\$ 112.50
ELMO	59915	\$ 79.50	REXFORD	59930	\$ 112.50
EMIGRANT	59027	\$ 56.50	RINGLING	59642	\$ 112.50
ESSEX	59916	\$ 112.50	ROLLINS	59931	\$ 112.50
FLAXVILLE	59222	\$ 112.50	RONAN	59864	\$ 112.50
FLORENCE	59833	\$ 56.50	ROY	59471	\$ 112.50
FLOWEREE	59440	\$ 56.50	SAINT IGNATIUS	59865	\$ 112.50
FORESTGROVE	59441	\$ 168.50	SAINT REGIS	59866	\$ 112.50
FORT SMITH	59035	\$ 168.50	SAINT XAVIER	59075	\$ 112.50
FORTINE	59918	\$ 56.50	SALTESE	59867	\$ 112.50
FRENCHTOWN	59834	\$ 56.50	SANDERS	59076	\$ 112.50
FROID	59226	\$ 112.50	SCOBAY	59263	\$ 112.50
GERALDINE	59446	\$ 168.50	SEELEY LAKE	59868	\$ 112.50
GEYSER	59447	\$ 112.50	SHAMUT	59078	\$ 112.50
GOLD CREEK	59733	\$ 79.50	SOMERS	59932	\$ 112.50
GRANTSDALE	59835	\$ 56.50	SONNETTE	59348	\$ 168.50
HAMILTON	59840	\$ 56.50	SPRINGDALE	59082	\$ 79.50
HAMMOND	59332	\$ 168.50	STANFORD	59479	\$ 56.50
HAUGAN	59842	\$ 79.50	STEVENSVILLE	59870	\$ 56.50
HAYS	59527	\$ 168.50	STRYKER	59933	\$ 56.50
HELMVILLE	59843	\$ 112.50	SULA	59871	\$ 112.50
HERON	59844	\$ 140.50	SUMATRA	59083	\$ 112.50
HIGHWOOD	59450	\$ 112.50	TOSTON	59643	\$ 79.50
HILGER	59451	\$ 56.50	TREGO	59934	\$ 56.50
HOGELAND	59529	\$ 112.50	TROY	59935	\$ 168.50
HOMESTEAD	59242	\$ 112.50	TURNER	59542	\$ 112.50
HOT SPRINGS	59845	\$ 56.50	TWO DOT	59085	\$ 112.50
HUNGRY HORSE	59919	\$ 56.50	VANDALIA	59273	\$ 112.50
HUSON	59846	\$ 56.50	VIDA	59274	\$ 112.50

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ISMAY	59336	\$ 112.50	VOLBORG	59351	\$ 112.50
KILA	59920	\$ 56.50	WEST YELLOWSTONE	59758	\$ 112.50
KINSEY	59338	\$ 112.50	WESTBY	59275	\$ 112.50
LARSLAN	59244	\$ 112.50	WHITE SULPHUR SPRINGS	59645	\$ 112.50
LEWISTOWN	59457	\$ 56.50	WHITETAIL	59276	\$ 112.50
LIBBY	59923	\$ 168.50	WHITEWATER	59544	\$ 112.50
LINCOLN	59639	\$ 112.50	WHITLASH	59545	\$ 112.50
LOLO	59847	\$ 79.50	WILLSALL	59086	\$ 56.50
LONEPINE	59848	\$ 112.50	WINIFRED	59489	\$ 140.50
LORING	59537	\$ 168.50	WYOLA	59089	\$ 79.50
LOTHAIR	59461	\$ 56.50	YELLOWTAIL	59035	\$ 112.50
LUSTRE	59225	\$ 168.50	ZORTMAN	59546	\$ 168.50
MARION	59925	\$ 56.50			

## ITEM 676 HIGH COST CHARGE – WASHINGTON, DC

When the carrier or its agent performs Pick up or Delivery Service at any location within the following Zip Code, such service will be subject to an additional charge, which shall be in addition to all other lawfully applicable charges, as follows:

CHARGE PER SHIPMENT \$105.00

20001 - 20013	20244 - 20245	20340	20470
20015 - 20020	20250 - 20251	20350	20472
20022	20254	20355	20500 - 20508
20024	20260 - 20262	20370	20510
20026 - 20027	20265 - 20266	20372 - 20375	20515
20029	20268	20380	20520 - 20527
20030	20270	20388 - 20398	20530 - 20544
20032 - 20033	20277	20401 - 20416	20546 - 20555
20035 - 20053	20289	20418 - 20429	20557 - 20560
20055 - 20071	20292	20431	20565 - 20566
20073 - 20078	20299	20433 - 20437	20570 - 20573
20080 - 20082	20301	20439 - 20442	20575 - 20581
20084	20303	20444	20585 - 20586
20088	20306 - 20307	20447	20590 - 20591
20090 - 20091	20310	20451	20593 - 20595
20097 - 20099	20314 - 20315	20453	20597
20201 - 20224	20317 - 20319	20456	20599
20226 - 20233	20330	20460	56901
20235	20332	20463	56915
20237 - 20242	20336 - 20338	20468 - 20469	56920

**ITEM 677 REMOTE ACCESS CHARGE – GEORGIA**

Shipments originating from or destined to Jekyll Island, GA 31527 will be subject to a per shipment charge of \$24.00. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

**ITEM 678 REMOTE ACCESS CHARGE – UTAH**

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

CITY	ZIP	SURCHARGE
ALTON	84710	37.00
ANETH	84510	159.00
BIG WATER	84741	159.00
BLUFF	84512	159.00
BONANZA	84008	159.00
BOULDER	84716	159.00
BULLFROG	84533	159.00
DEVILS SLIDE	84050	159.00
DUTCH JOHN	84023	159.00
ESCALANTE	84726	159.00
GARDEN CITY	84028	159.00
GOULDINGS LODGE	N/A	159.00
HALCHITA	N/A	159.00
HANKSVILLE	84734	159.00
LAKE POWELL	84533	159.00
LAKE TOWN	84038	159.00
MANILA	84046	159.00
MEADOWVILLE	84038	159.00
MEXICAN HAT	84531	159.00
MONTEZUMA CREEK	84534	159.00
MONUMENT VALLEY	84536	159.00
OURAY	84063	159.00
RANDLETT	84063	159.00
RANDLOLPH	84064	159.00
ROUND VALLEY	84038	159.00
SNOWVILLE	84336	159.00

SWAINS CREEK	84762	37.00
TICABOO	84533	159.00
UCOLO	N/A	159.00
WOODRUFF	84086	159.00

## **ITEM 679 REMOTE ACCESS CHARGE – ARIZONA**

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

ZIP	CITY	SURCHARGE	ZIP	CITY	SURCHARGE
85321	AJO	\$90.50	86320	ASHFORK	\$90.50
85321	WHY	\$90.50	86321	BAGDAD	\$56.50
85328	CIBOLA	\$90.50	86337	SELIGMAN	\$90.50
85341	LUKEVILLE	\$90.50	86411	HACKBERRY	\$90.50
85357	WENDEN	\$40.00	86412	HUALAPAI	\$90.50
85357	ALAMO LAKE	\$168.50	86431	CHLORIDE	\$90.50
85360	WIKIEUP	\$56.50	86432	LITTLEFIELD	\$225.00
85371	POSTON	\$90.50	86433	OATMAN	\$90.50
85601	ARIVACA	\$90.50	86434	PEACH SPRINGS	\$90.50
85632	SAN SIMON	\$90.50	86437	VALENTINE CPO	\$90.50
85633	SASABE	\$90.50	86441	DOLAN SPRINGS	\$90.50
85634	SELLS	\$90.50	86443	TEMPLE BAR MARINA	\$90.50
85639	TOPAWA	\$90.50	86444	MEADVIEW	\$90.50
85922	BLUE	\$90.50	86445	WILLOW BEACH	\$90.50
85942	WOODRUFF	\$90.50	86502	CHAMBERS	\$90.50
86020	CAMERON	\$90.50	86502	WIDE RUINS	\$225.00
86020	CEDAR RIDGE	\$90.50	86503	CANYON DE CHELLY	\$90.50
86020	THE GAP	\$90.50	86503	CHINLE	\$90.50
86021	COLORADO CITY	\$225.00	86503	LOW MOUNTAIN	\$90.50
86022	FREDONIA	\$225.00	86503	ROUGH ROCK	\$90.50
86023	GRAND CANYON	\$90.50	86504	FORT DEFIANCE	\$90.50
86023	TUSAYAN	\$90.50	86505	CORNFIELDS	\$90.50
86024	HAPPY JACK	\$90.50	86505	GANADO	\$90.50
86028	PETRIFIED FOREST	\$90.50	86505	GREASEWOOD	\$90.50
86030	BACOB	\$90.50	86505	HUBBELL TRADING POST	\$90.50
86030	HOTEVILLA	\$90.50	86505	KINLECHEE	\$90.50
86031	BITAHOCHEE	\$90.50	86505	KLAGETOH	\$90.50

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86031	INDIAN WELLS	\$90.50
86033	BABY ROCK	\$90.50
86033	CHILCHINBITO	\$90.50
86033	KAYENTA	\$90.50
86033	BLACK MESA	\$90.50
86034	JEDDITO	\$90.50
86034	KEAMS CANYON	\$90.50
86035	LEUPP	\$90.50
86036	MARBLE CANYON	\$90.50
86039	HARD ROCK	\$90.50
86039	KYKOTSMOVI	\$90.50
86039	ORABI	\$90.50
86040	PAGE	\$90.50
86042	FIRST MESA	\$90.50
86042	POLACCA	\$90.50
86043	SECOND MESA	\$90.50
86043	SHONGOPOVI	\$90.50
86044	TONALEA	\$90.50
86045	MOENAVI	\$90.50
86045	MOENKOPI	\$90.50
86045	TUBA CITY	\$90.50
86046	WILLIAMS	\$90.50
86047	DILKON	\$90.50
86052	NORTH RIM	\$225.00
86053	KAIBITO	\$90.50
86054	SHONTO	\$90.50

86505	STEAMBOAT CANYON	\$90.50
86505	TOYEI	\$90.50
86506	HOUCK/ALLENTOWN	\$90.50
86507	GREASEWOOD SPRINGS	\$90.50
86507	LUKACHUKAI	\$90.50
86507	UPPER GREASEWOOD	\$90.50
86508	LUPTON	\$90.50
86509	CHAMBERS	\$90.50
86510	PINON	\$90.50
86511	CROSS CANYON	\$90.50
86511	HUNTERS POINT	\$90.50
86511	SAINT MICHAELS	\$90.50
86512	SANDERS	\$90.50
86514	RED MESA	\$90.50
86514	TEEC NOS POS	\$168.50
86515	WINDOW ROCK	\$90.50
86520	BLUE GAP	\$90.50
86535	DENNEHOTSO	\$90.50
86538	MANY FARMS	\$90.50
86540	NAZLINI	\$90.50
86544	RED VALLEY	\$90.50
86545	ROCK POINT	\$90.50
86547	ROUND ROCK	\$90.50
86549	SAWMILL	\$90.50
86556	TSAILI	\$90.50

## ITEM 680 REMOTE ACCESS CHARGE – NEVADA

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

CITY	ZIP	SURCHARGE
GABBS	89409	\$3.20 cwt or Min. \$112.50
GERLACH	89412	\$3.20 cwt or Min. \$112.50
HAWTHORNE	89415	\$3.20 cwt or Min. \$112.50
IMLAY	89418	\$3.20 cwt or Min. \$112.50

LUNING	89420	\$3.20 cwt or Min. \$112.50
MINA	89422	\$3.20 cwt or Min. \$112.50
PARADISE VALLEY	89426	flat \$561.50
WELLINGTON	89444	\$3.20 cwt or Min. \$112.50
WINNEMUCCA	89445-446	\$3.20 cwt or Min. \$112.50

## ITEM 681 REMOTE ACCESS CHARGE – CALIFORNIA

Shipments originating from or destined to Happy Camp, CA 96039 be subject to a flat charge of \$337.00. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

ADIN	96006	\$2.08 cwt or Min. \$168.50	LAKE ALMANOR	96137	\$2.08 cwt or Min. \$168.50
ALTURAS	96101	\$2.08 cwt or Min. \$168.50	LAKE CITY	96115	\$2.08 cwt or Min. \$168.50
ALTURAS RANCHERIA	96101	\$2.08 cwt or Min. \$168.50	LAS PLUMAS	95965	\$2.08 cwt or Min. \$168.50
BENTON	93512	\$2.08 cwt or Min. \$168.50	LAS PLUMAS	95966	\$2.08 cwt or Min. \$168.50
BIG BAR	96010	\$2.08 cwt or Min. \$168.50	LASSEN VOLCANIC NATI	96063	\$2.08 cwt or Min. \$168.50
BIG PINE	93513	\$2.08 cwt or Min. \$168.50	LAWS	93514	\$2.08 cwt or Min. \$168.50
BISHOP	93514	\$2.08 cwt or Min. \$168.50	LEE	93541	\$2.08 cwt or Min. \$84.50
BISHOP	93515	\$2.08 cwt or Min. \$84.50	LIKELY	96116	\$2.08 cwt or Min. \$168.50
BRIDGEPORT	93517	\$2.08 cwt or Min. \$168.50	LOOKOUT	96054	\$2.08 cwt or Min. \$168.50
BURNEY	96013	\$2.08 cwt or Min. \$168.50	LOYALTON	96118	\$2.08 cwt or Min. \$84.50
BUTTE VALLEY	95965	\$2.08 cwt or Min. \$168.50	MAD RIVER	95552	\$2.08 cwt or Min. \$168.50
BUTTE VALLEY	95966	\$2.08 cwt or Min. \$168.50	MAMMOTH LAKES	93546	\$2.08 cwt or Min. \$84.50
CALIFORNIA PINES	96101	\$2.08 cwt or Min. \$168.50	MANTON	96059	\$2.08 cwt or Min. \$168.50
CALPINE	96124	\$2.08 cwt or Min. \$84.50	MEADOW VALLEY	95956	\$2.08 cwt or Min. \$168.50
CANBY	96015	\$2.08 cwt or Min. \$168.50	MILL CREEK	96061	\$2.08 cwt or Min. \$168.50
CASTELLA	96017	\$2.08 cwt or Min. \$168.50	MILL CREEK	96063	\$2.08 cwt or Min. \$168.50
CEDARVILLE	96104	\$2.08 cwt or Min. \$168.50	MINERAL	96061	\$2.08 cwt or Min. \$168.50
CHALFANT VALLEY	93514	\$2.08 cwt or Min. \$168.50	MINERAL	96063	\$2.08 cwt or Min. \$168.50
CHESTER	96020	\$2.08 cwt or Min. \$84.50	MOUNT SHASTA	96067	\$2.08 cwt or Min. \$168.50
CONVICT LAKE	93546	\$2.08 cwt or Min. \$84.50	OAK GROVE	95965	\$2.08 cwt or Min. \$168.50

SAIA SERIES 170-D RULES TARIFF

CRESCENT MILLS	95934	\$2.08 cwt or Min. \$84.50		OAK GROVE	95966	\$2.08 cwt or Min. \$168.50
CROWLEY	93546	\$2.08 cwt or Min. \$84.50		PEANUT	96041	\$2.08 cwt or Min. \$168.50
DAVIS CREEK	96108	\$2.08 cwt or Min. \$168.50		SHINGLETOWN	96088	\$2.08 cwt or Min. \$168.50
DORRIS	96023	\$2.08 cwt or Min. \$168.50		STIRLING CITY	95978	\$2.08 cwt or Min. \$168.50
DOUGLAS CITY	96024	\$2.08 cwt or Min. \$168.50		STORRIE	95980	\$2.08 cwt or Min. \$168.50
DUNSMUIR	96025	\$2.08 cwt or Min. \$168.50		SWALL MEADOWS	93514	\$2.08 cwt or Min. \$168.50
EAGLEVILLE	96110	\$2.08 cwt or Min. \$168.50		SWEET BRIER	96017	\$2.08 cwt or Min. \$168.50
EDGEWOOD	96094	\$2.08 cwt or Min. \$168.50		TAYLORSVILLE	95983	\$2.08 cwt or Min. \$84.50
FALL RIVER MILLS	96028	\$2.08 cwt or Min. \$168.50		TRINITY CENTER	96091	\$2.08 cwt or Min. \$168.50
FORKS OF SALMON	96031	\$2.08 cwt or Min. \$168.50		VILLA VERONA	95965	\$2.08 cwt or Min. \$168.50
FORT BIDWELL	96112	\$2.08 cwt or Min. \$168.50		VILLA VERONA	95966	\$2.08 cwt or Min. \$168.50
GREENVILLE	95947	\$2.08 cwt or Min. \$84.50		WEAVERVILLE	96093	\$2.08 cwt or Min. \$168.50
HAYFORK	96041	\$2.08 cwt or Min. \$168.50		WEED	96094	\$2.08 cwt or Min. \$168.50
HELENA	96048	\$2.08 cwt or Min. \$168.50		WENDEL	96136	\$2.08 cwt or Min. \$84.50
HONCUT	95965	\$2.08 cwt or Min. \$168.50		WESTWOOD	96137	\$2.08 cwt or Min. \$168.50
HONCUT	95966	\$2.08 cwt or Min. \$168.50		WILLOW RANCH	96108	\$2.08 cwt or Min. \$168.50
HURLETON	95965	\$2.08 cwt or Min. \$168.50		WOODLEAF	95925	\$2.08 cwt or Min. \$168.50
HURLETON	95966	\$2.08 cwt or Min. \$168.50		WYANDOTTE	95965	\$2.08 cwt or Min. \$168.50
HYAMPOM	96046	\$2.08 cwt or Min. \$168.50		WYANDOTTE	95966	\$2.08 cwt or Min. \$168.50
JARBO	95965	\$2.08 cwt or Min. \$168.50		XL RANCH INDIAN RESE	96101	\$2.08 cwt or Min. \$168.50
JARBO	95966	\$2.08 cwt or Min. \$168.50		YANKEE HILL	95965	\$2.08 cwt or Min. \$168.50
JUNCTION CITY	96048	\$2.08 cwt or Min. \$168.50		YANKEE HILL	95966	\$2.08 cwt or Min. \$168.50
JUNE LAKE	93529	\$2.08 cwt or Min. \$84.50				

## ITEM 682 REMOTE ACCESS CHARGE – NORTH DAKOTA

Shipments originating from or destined to the zips below will be subject to a \$29.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

58310		58716		58630
58313		58721 - 58723		58632
58316 - 58319		58725		58634

SAIA SERIES 170-D RULES TARIFF

58329		58727		58639
58332		58730 - 58731		58640 - 58643
58339		58733 - 58737		58645 - 58647
58341		58740 - 58741		58649 - 58656
58343		58744		58443
58346		58746		58718
58353		58748		58755
58356		58750		58757
58363		58752		58769
58365		58756		58773
58366 - 58369		58758 - 58763		58776
58384 - 58386		58765		58784
58418		58768		58794 - 58795
58421 - 58423		58770 - 58772		58801 - 58802
58430		58775		58830 - 58831
58438		58778 - 58779		58835
58444		58781 - 58783		58838
58451		58785		58843 - 58845
58486		58787 - 58790		58847
58701 - 58705		58792 - 58793		58849
58707		58833		58852 - 58854
58710		58562		58856
58711		58601 - 58602		
58712		58620 - 58623		
58713		58626 - 58627		

## ITEM 683 REMOTE ACCESS CHARGE – OREGON

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

City	State	Zip Code	Surcharge
ADEL	OR	97620	\$168.50
AGNESS	OR	97406	\$168.50
ALLEGANY	OR	97407	\$112.50
ALSEA	OR	97324	\$112.50
ANTELOPE	OR	97001	\$168.50
ASHWOOD	OR	97711	\$118.50
AZALEA	OR	97410	\$112.50
BANCROFT	OR	97458	\$112.50

## SAIA SERIES 170-D RULES TARIFF

BLUE RIVER	OR	97413	\$112.50
BRICKERVILLE	OR	97453	\$112.50
BROTHERS	OR	97712	\$112.50
BROWNSMEADE	OR	97103	\$112.50
BUCK FORK	OR	97457	\$112.50
BURNS	OR	97720	\$118.50
CAMAS VALLEY	OR	97416	\$112.50
CAMP SHERMAN	OR	97730	\$118.50
CANYON CITY	OR	97820	\$118.50
CHEMULT	OR	97731	\$118.50
CHRISTMAS VALLEY	OR	97641	\$118.50
CONDON	OR	97823	\$337.00
CRANE	OR	97732	\$337.00
CRATER LAKE	OR	97604	\$112.50
CRESCENT	OR	97733	\$118.50
CROOKED RIVER RANCH	OR	97760	\$112.50
CULVER	OR	97734	\$118.50
DAYVILLE	OR	97825	\$112.50
DELLWOOD	OR	97420	\$112.50
DIAMOND	OR	97722	\$337.00
DIAMOND LAKE	OR	97731	\$168.50
DORA	OR	97458	\$168.50
DREWSEY	OR	97904	\$337.00
EDDYVILLE	OR	97343	\$112.50
ELKTON	OR	97436	\$112.50
FORT ROCK	OR	97735	\$118.50
FOSSIL	OR	97830	\$337.00
FRENCHGLEN	OR	97736	\$337.00
GILCHRIST	OR	97737	\$118.50
HINES	OR	97738	\$118.50
HOWARD PRAIRIE	OR	97520	\$112.50

SAIA SERIES 170-D RULES TARIFF

HYATT LAKE	OR	97520	\$112.50
ILLAHE	OR	97406	\$168.50
JEWELL	OR	97138	\$112.50
JOHN DAY	OR	97845	\$118.50
JUNTURA	OR	97911	\$337.00
KIMBERLY	OR	97848	\$118.50
LA PINE	OR	97739	\$112.50
LINCOLN	OR	97520	\$112.50
MADRAS	OR	97741	\$112.50
MAUPIN	OR	97037	\$112.50
MCKENZIE BRIDGE	OR	97413	\$112.50
MCKINELY	OR	97458	\$112.50
MINERVA	OR	97439	\$168.50
MITCHELL	OR	97750	\$118.50
MONUMENT	OR	97864	\$118.50
MOUNT VERNON	OR	97865	\$118.50
MURPHY'S CAMP	OR	97473	\$112.50
NEW PINE CREEK	OR	97635	\$112.50
PAISLEY	OR	97636	\$337.00
PARKERSBURG	OR	97411	\$112.50
PAULINA	OR	97751	\$337.00
PINEVILLE	OR	97754	\$112.50
POWELL BUTTE	OR	97753	\$112.50
POWERS	OR	97466	\$112.50
PRAIRIE CITY	OR	97869	\$118.50
PRINCETON	OR	97721	\$337.00
PROSPECT	OR	97536	\$112.50
REEDSPORT	OR	97467	\$168.50
RILEY	OR	97758	\$112.50
SCOTTSBURG	OR	97473	\$112.50
SENECA	OR	97873	\$118.50

SAIA SERIES 170-D RULES TARIFF

SHADY COVE	OR	97539	\$112.50
SHANIKO	OR	97057	\$337.00
SILVER LAKE	OR	97638	\$118.50
SISTERS	OR	97759	\$118.50
SIXES	OR	97476	\$112.50
SPRAGUE RIVER	OR	97639	\$112.50
SPRAY	OR	97874	\$337.00
SULPHUR SPRINGS	OR	97467	\$112.50
SUMMER LAKE	OR	97640	\$337.00
SUMNER	OR	97420	\$112.50
SUNRIVER	OR	97707	\$112.50
TERREBONNE	OR	97760	\$112.50
TIDE	OR	97480	\$112.50
TIDEWATER	OR	97390	\$112.50
TILLER	OR	97484	\$112.50
TIMBER	OR	97144	\$112.50
TYGH VALLEY	OR	97063	\$337.00
WARM SPRINGS	OR	97761	\$112.50
WOLF CREEK	OR	97497	\$112.50

## ITEM 684 HIGH COST CHARGE – NEW YORK

When the carrier or its agent performs Pick up or Delivery Service at any location within Zip Code range 10001 through 10299, such service will be subject to an additional charge, which shall be in addition to all other lawfully applicable charges, as follows:

CHARGE PER SHIPMENT    \$ 140.50

When the carrier or its agent performs Pick up or Delivery Service at any location within Zip Code range 10301 through 10499 such service will be subject to an additional charge, which shall be in addition to all other lawfully applicable charges, as follows:

CHARGE PER SHIPMENT...\$101.50

When the carrier or its agent performs Delivery Service at any location within Zip Code 11001 through 11999 such service will be subject to an additional charge, which shall be in addition to all other lawfully applicable charges, as follows:

CHARGE PER SHIPMENT...\$101.50

**ITEM 685 REMOTE ACCESS / FERRY CHARGE – zip codes 27960, 70538, 33109, 33139, 11964 and 11965**

Shipments originating from or destined to zips 27960 and 70538 will be subject to a per shipment ferry/high cost delivery surcharge of \$5.89 per 100 pounds, subject to a minimum charge of \$59.50 and a maximum charge of \$561.50 per shipment.

Shipments originating from or destined to zips 33109 and 33139 will be subject to a per shipment ferry/high cost delivery surcharge of \$253.00.

Shipments originating from or destined to zips 11964 and 11965 will be subject to a per shipment ferry/high cost delivery surcharge of \$73.50.

This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

**ITEM 686 REMOTE ACCESS / FERRY CHARGE – zip codes: 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584**

Shipments originating from or destined to the following zip codes: 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584 will receive the associated charges and will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

zip codes: 02535, 02539, 02552, 02557, 02568, 02573, 02575													
Minimum charge per shipment	weight	150	125	110	100	92.5	85	77.5	70	65	60	55	50
	L5C	128.98	107.48	94.58	85.98	74.27	62.52	56.40	50.30	47.81	45.25	41.93	38.69
	M5C	128.98	107.48	94.58	85.98	74.27	62.52	56.40	50.30	47.81	45.25	41.93	38.69
	M1M	113.12	94.26	82.95	75.41	61.55	51.27	46.51	41.49	39.93	38.39	36.16	33.90
	M2M	76.99	64.15	56.46	51.33	49.77	48.23	42.41	36.80	35.18	33.15	29.68	26.09
83.50	M5M	50.04	41.70	36.69	33.36	30.54	27.68	25.37	23.00	21.79	20.66	19.76	18.88
	M10M	...	...	...	...	...	17.09	16.70	16.22	15.33	14.47	13.89	13.28
	M20M	...	...	...	...	...	...	...	10.55	10.44	10.37	10.18	9.74
	M30M	...	...	...	...	...	...	...	...	...	9.66	9.15	7.89
	M40M	...	...	...	...	...	...	...	...	...	...	...	6.04

  

zip codes: 02554, 02564, 02584													
	weight	150	125	110	100	92.5	85	77.5	70	65	60	55	50
	L5C	142.88	119.07	104.78	95.26	81.62	67.97	61.88	55.71	53.41	51.08	47.73	44.36
	M5C	142.88	119.07	104.78	95.26	81.62	67.97	61.88	55.71	53.41	51.08	47.73	44.36
	M1M	119.79	99.83	87.84	79.86	68.24	56.70	51.55	46.48	45.12	43.73	41.45	39.24

	M2M	89.67	74.72	65.75	59.78	56.71	53.64	48.90	43.96	41.35	38.74	35.23	31.72
97.50	M5M	66.02	55.02	48.42	44.01	40.22	36.42	33.33	30.22	28.46	26.78	25.56	24.37
	M10M	...	...	...	...	...	22.55	21.84	21.19	19.95	18.72	17.95	17.13
	M20M	...	...	...	...	...	...	...	13.89	13.69	13.53	13.30	12.68
	M30M	...	...	...	...	...	...	...	...	...	10.27	10.11	9.93
	M40M	...	...	...	...	...	...	...	...	...	...	...	7.95

Items having a class greater than Class 150, will be rated at Class 150.

### **ITEM 687 REMOTE ACCESS / FERRY CHARGE - Friday Harbor, WA zip 98250**

Shipments originating from or destined to Friday Harbor, WA 98250 will be subject the following surcharge. The surcharge is \$28.04 per 100 pounds, subject to a minimum charge of \$157.50 per shipment. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

### **ITEM 688 HIGH COST CHARGE - REMOTE NORTHERN LOCATIONS IN CANADA**

Shipments originating from or destined to Canada points listed on <https://www.tstoverland.com> Item 314100 will be subject to additional charges. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

### **ITEM 689 REMOTE ACCESS CHARGE – ODESSA TERMINAL**

Shipments destined to the following points serviced by the Odessa, Texas terminal will be subject to the following per shipment charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

ZIP	CHARGE		ZIP	CHARGE		ZIP	CHARGE
76930	\$132.50		79734	\$79.00		79772	\$90.50
76931	\$79.00		79735	\$90.50		79776	\$90.50

SAIA SERIES 170-D RULES TARIFF

76932	\$90.50		79739	\$90.50		79777	\$90.50
76943	\$238.50		79740	\$90.50		79778	\$90.50
76951	\$132.50		79741	\$90.50		79779	\$79.00
78851	\$238.50		79742	\$90.50		79780	\$132.50
79511	\$90.50		79743	\$90.50		79781	\$132.50
79701	\$90.50		79744	\$90.50		79782	\$90.50
79702	\$90.50		79745	\$90.50		79783	\$90.50
79703	\$90.50		79748	\$90.50		79785	\$90.50
79704	\$90.50		79749	\$90.50		79786	\$79.00
79705	\$90.50		79752	\$90.50		79788	\$90.50
79706	\$90.50		79754	\$90.50		79789	\$90.50
79707	\$90.50		79755	\$90.50		79830	\$79.00
79708	\$90.50		79756	\$90.50		79831	\$79.00
79709	\$79.00		79758	\$90.50		79832	\$79.00
79710	\$90.50		79759	\$90.50		79834	\$79.00
79711	\$90.50		79760	\$79.00		79842	\$79.00
79712	\$90.50		79761	\$79.00		79843	\$79.00
79713	\$90.50		79762	\$79.00		79845	\$79.00
79714	\$90.50		79763	\$79.00		79846	\$79.00
79718	\$79.00		79764	\$79.00		79848	\$79.00
79719	\$90.50		79765	\$79.00		79852	\$79.00
79720	\$90.50		79766	\$79.00		79854	\$79.00
79721	\$90.50		79767	\$79.00		79855	\$79.00
79730	\$90.50		79768	\$79.00		88231	\$90.50
79731	\$90.50		79769	\$79.00		88252	\$90.50
79733	\$90.50		79770	\$132.50		88265	\$90.50

## ITEM 690 REMOTE ACCESS CHARGE – WASHINGTON

Shipments originating from or destined to the below will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

CITY	St	Zip	Charge		CITY	St	Zip	Charge
AMANDA PARK	WA	98526	\$168.50		LAKEBAY	WA	98349	\$56.50
ANATONE	WA	99401	\$112.50		LAURIER	WA	99146	\$112.50
ANDERSON ISLAND	WA	98303	\$281.00		LILLIWAUP	WA	98555	\$168.50
ARDENVOIR	WA	98811	\$56.50		LINCOLN	WA	99147	\$112.50

SAIA SERIES 170-D RULES TARIFF

ASHFORD	WA	98304	\$281.00		LONGBRANCH	WA	98351	\$56.50
BAY CENTER	WA	98527	\$168.50		LONGMIRE	WA	98397	\$281.00
BENGE	WA	99105	\$112.50		LOOMIS	WA	98827	\$56.50
BICKLETON	WA	99322	\$281.00		LYLE	WA	98635	\$56.50
BLAKELY ISLAND	WA	98222	\$281.00		MAZAMA	WA	98833	\$56.50
BRINNON	WA	98320	\$56.50		MOCLIPS	WA	98562	\$168.50
CONCONULLY	WA	98819	\$112.50		NEILTON	WA	98566	\$168.50
COPALIS BEACH	WA	98535	\$168.50		NORTHPORT	WA	99157	\$56.50
COPALIS CROSSING	WA	98536	\$168.50		ORIENT	WA	99160	\$56.50
COSMOPOLIS	WA	98537	\$168.50		PACIFIC BEACH	WA	98571	\$168.50
CRYSTAL MOUNTAIN	WA	98022	\$281.00		PACKWOOD	WA	98361	\$281.00
DANVILLE	WA	99121	\$56.50		PALISADES	WA	98845	\$56.50
DISAUTEL	WA	98841	\$56.50		PARADISE INN	WA	98398	\$281.00
DOTY	WA	98539	\$168.50		PE ELL	WA	98572	\$168.50
EVANS	WA	99126	\$56.50		QUILCENE	WA	98376	\$56.50
FORKS	WA	98331	\$56.50		QUINAULT	WA	98575	\$168.50
FRUITLAND	WA	99129	\$56.50		SEKIU	WA	98381	\$56.50
GLENWOOD	WA	98619	\$56.50		SHAW ISLAND	WA	98286	\$281.00
GRAPEVIEW	WA	98546	\$56.50		SKAMOKAWA	WA	98647	\$112.50
GREENWATER	WA	98022	\$168.50		SNOQUALMIE PASS	WA	98068	\$281.00
HAY	WA	99136	\$112.50		STEHEKIN	WA	98852	\$56.50
HOODSPORT	WA	98548	\$168.50		STEVENS PASS / SUMMIT	WA	98288	\$281.00
HUMPTULIPS	WA	98552	\$168.50		TAHOLAH	WA	98587	\$168.50
HUNTERS	WA	99137	\$56.50		TAHUYA	WA	98588	\$168.50
HUSUM	WA	98623	\$56.50		TOKELAND	WA	98590	\$168.50
INCHELIUM	WA	99138	\$112.50		TWISP	WA	98856	\$112.50
KELLER	WA	99140	\$112.50		WAUCONDA	WA	98859	\$168.50
KLICKITAT	WA	98628	\$56.50		WINTHROP	WA	98862	\$112.50
LA GRANDE	WA	98348	\$56.50		WISHRAM	WA	98673	\$56.50

## ITEM 691 FLORIDA KEYS REMOTE ACCESS CHARGE

Shipments originating from or destined to the Florida Keys (zip codes: 33001, 33036, 33037, 33040, 33041, 33042, 33043, 33045, 33050, 33051, 33052, and 33070 only) will be subject the following surcharge. The surcharge is \$5.61 per 100 pounds, subject to a minimum charge of \$62.00 and a maximum of \$140.50 per shipment. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor). This charge is not applicable to shipments rated via the Saia 5700 series rates in effect at time of shipment.

**ITEM 692 REMOTE ACCESS CHARGE - NORTH CAROLINA**

Shipments originating from or destined to the specific zip codes in North Carolina listed below will be subject to a \$84.50 pickup and delivery charges, in addition to all other charges otherwise applicable.

27824	27928	27959	28520
27826	27936	27968	28531
27885	27943	27972	28553
27915	27948	27981	28577
27920	27949	27982	28579
27925	27953	28428	28587
27927	27954	28511	28594

**ITEM 693 REMOTE ACCESS CHARGE - RED RIVER ARMY DEPOT, TX 75507**

Shipments originating from or destined to Red River Army Depot, TX 75507 will be subject the following surcharge. The surcharge is \$28.04 per 100 pounds, subject to a minimum charge of \$157.50 per shipment. This surcharge will be in addition to all other applicable rates and charges. This surcharge will be added to the freight bill as a separate line item. The surcharge will be billed to the party responsible for payment of the linehaul charges (payor).

**ITEM 694 REMOTE ACCESS CHARGE - TEXAS**

Shipments originating from or destined to the following Texas zip codes will be subject to the following charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

ZIP	CHARGE		ZIP	CHARGE		ZIP	CHARGE
76429	\$122.00		79046	\$238.50		78624	\$122.00
76444	\$122.00		79056	\$238.50		78880	\$238.50
76454	\$122.00		79096	\$185.50		76238	\$90.50
76475	\$122.00		79245	\$122.00		76271	\$90.50
76825	\$185.50		78946	\$90.50		76457	\$122.00
76858	\$185.50		78949	\$122.00		76824	\$212.00
76859	\$185.50		76446	\$125.00		76363	\$122.00
76887	\$212.00		78582	\$122.00		76371	\$122.00
76936	\$238.50		78584	\$122.00		76449	\$122.00
76941	\$212.00		78591	\$122.00		79248	\$238.50

79502	\$90.50		76856	\$238.50		79505	\$122.00
79526	\$122.00		76950	\$318.00		79529	\$122.00

**ITEM 695 HIGH COST CHARGE - ILLINOIS**

Shipments originating from or destined to the following Illinois zip codes will be subject a \$73.50 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

60601	60607	60613	60664	60677
60602	60608	60614	60666	60678
60603	60609	60622	60669	60680
60604	60610	60647	60673	60681
60605	60611	60654	60674	60684
60606	60612	60661	60675	60685

**ITEM 696 HIGH COST CHARGE - TENNESSEE**

Shipments originating from or destined to the following Tennessee zip codes will be subject a \$73.50 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

37738	37863	37868
37862	37864	37876

**ITEM 697 REMOTE ACCESS CHARGE – MISSOURI**

Shipments originating from or destined to the zips below will be subject to a \$106.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

ZIP	CITY	ZIP	CITY	ZIP	CITY
63430	ALEXANDRIA	63535	COATSVILLE	63565	UNIONVILLE
63432	ARBELA	63536	DOWNING	63566	WINIGAN
63438	DURHAM	63537	EDINA	63567	WORTHINGTON
63442	GRANGER	63539	ETHEL	64628	BROOKFIELD
63445	KAHOKA	63541	GLENWOOD	64630	BROWNING
63446	KNOX CITY	63543	GORIN	64631	BUCKLIN
63447	LA BELLE	63544	GREEN CASTLE	64645	HARRIS
63452	LEWISTOWN	63545	GREEN CITY	64646	HUMPHREYS
63453	LURAY	63546	GREENTOP	64651	LACLEDE

63460	NOVELTY	63547	HURDLAND	64653	LINNEUS
63464	PLEVNA	63548	LANCASTER	64655	LUCERNE
63465	REVERE	63549	LA PLATA	64658	MARCELINE
63466	SAINT PATRIC	63551	LIVONIA	64660	MENDON
63472	WAYLAND	63552	MACON	64667	NEWTOWN
63473	WILLIAMSTOWN	63555	MEMPHIS	64672	POWERSVILLE
63474	WYACONDA	63556	MILAN	64674	PURDIN
63501	KIRKSVILLE	63557	NEW BOSTON	64676	ROTHVILLE
63530	ATLANTA	63559	NOVINGER	64681	SUMNER
63531	BARING	63560	POLLOCK	65084	VERSAILLES
63533	BRASHEAR	63561	QUEEN CITY	65248	FAYETTE
63534	CALLAO	63563	RUTLEDGE	65256	HARRISBURG

### ITEM 698 HIGH COST CHARGE - MASSACHUSETTS

Shipments originating from or destined to the following zip codes will be subject a \$73.50 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

02108 - 02145	02163	02222
02152	02201 - 02217	02445 - 02447

### ITEM 699 HIGH COST CHARGE – MARYLAND

Shipments originating from or destined to the following zip codes will be subject a \$105.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

20588	20993	21663
20606 - 20664	20997	21665
20667 - 20693	21610	21666
20710 – 20722	21612	21669
20726 - 20738	21619	21671
20745 – 20762	21620	21675
20764 - 20785	21622	21676
20810 - 20818	21626	21677
20847 – 20855	21634	21817
20857	21638	21821
20859	21648	21824
20895	21652	21838
20901 – 20908	21654	21840
20910 - 20916	21661	
20918	21662	

**ITEM 700 HIGH COST CHARGE - VIRGINIA**

Shipments originating from or destined to the following Virginia zip codes will be subject a \$99.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

20108 - 20113	20151 - 20153	20170 - 20172	22201 – 22219
20120 - 20124	20163	20190 - 20194	22301 – 22315
20143	20167	20598	

**ITEM 701 HIGH COST CHARGE - CALIFORNIA**

Shipments originating from or destined to the following California zip codes: 94014 – 94015 and 94101 – 94188 will be subject a \$69.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

**ITEM 702 REMOTE ACCESS CHARGE – MINNESOTA**

Shipments originating from or destined to the zips below will be subject to a \$35.00 charge. This will be in addition to all other applicable charges and will follow the terms of the bill of lading.

55725	56649	56660	56669	56682	56726	55602	55607	55731
55771	56650	56661	56670	56685	56751	56603	55612	
56623	56653	56666	56671	56686	56756	55604	55613	
56629	56654	56667	56673	56711	56761	55605	55614	
56630	56659	56668	56681	56714	56763	55606	55615	

**ITEM 710 PALLETS OR CONTAINERS  
SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS**

Except as otherwise specifically provided, when shipments are tendered to Carrier and transported in or on shipper carriers, containers, pallets, platforms, racks, reels and skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading. Such carriers, containers, pallets, platforms, racks, reels and skids will be rated at the applicable rate for the highest rated article in the shipment.

Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and Carrier is not required to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.

This item does NOT apply to marine type or intermodal containers designed for highway use on a chassis.

## **ITEM 710-10 PALLETS OR CONTAINERS – RETURN OF**

Except as expressly agreed, Carrier will not perform free return of containers, pallets, platforms, racks, reels or skids.

This item does NOT apply to marine type or intermodal containers designed for highway use on a chassis.

## **ITEM 720 PAYMENT OF CHARGES**

- (a) No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.
- (b) When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less the charged valued in US currency.

## **ITEM 750 PICKUP OR DELIVERY SERVICE**

Rates in tariffs governed by this Tariff include one pick-up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (see Item 5, Impracticable Operations, and Item 959, Transfer of Lading), during business hours (as defined in Item 112, definitions, and Item 754, Pick-up and Delivery Service on Sundays and Holidays) at one site, subject to the terms of this item. Except as otherwise provided in this item, for the purpose of providing pick-up or delivery service, carriers will furnish only one vehicle, except:

- a. Subject to rules governing capacity loads, or if freight tendered exceeds the legal or actual loading capacity of the vehicle furnished, where, in either event, the excess may be loaded in a separate vehicle, or
  - b. Where other tariff provisions specifically provide for the use of more than one vehicle.
- 1. PLACEMENT OF VEHICLE FOR LOADING:  
At the request of the consignor, the Carrier will furnish and place a vehicle at the loading site designated by the consignor or pick up a shipment there tendered for transportation.
  - 2. PLACEMENT OF VEHICLE FOR UNLOADING:  
The delivery of a shipment by the 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.
  - 3. LOADING BY CARRIER:

- a. Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for Carrier to place its vehicle for loading (see Item 566 for handling freight at positions not immediately adjacent to vehicle.)
  - b. Carrier will furnish only one employee per vehicle for loading whether the employee be the driver, helper, or any other employee except as provided in Item 560 (Extra Labor – Loading).
  - c. When two or more shipments are placed by the consignor 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 carriers.
  - d. When consignor assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the consignor for pick-up by the designated carrier 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 spaces.
4. UNLOADING BY CARRIER:
- a. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Item 566 for handling freight at positions not immediately adjacent to vehicle).
  - b. Carrier will furnish only one employee per vehicle for unloading, whether the employee be the driver, helper, or any other employee except as provided in Item 560 (Extra Labor-Unloading).
  - c. Freight shall be deemed to be immediately adjacent to a space suitable for Carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk if space is within 25 feet of the delivery site.
  - d. If a parking space suitable for Carrier to place its vehicle for loading or unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:
- a. Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight.
  - b. Loading or unloading service does not include furnishing by the Carrier or use by the Carrier employee of rigging or special loading or unloading equipment such as platform vehicle (other than two-wheeled hand trucks), winches, cranes, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at his expense, and shall also assume responsibility for safe loading or unloading, except Carrier's employee may use hand trucks or four wheeled hand carts, and hand or electrically-operated pallet jacks (non-riding type), when furnished by the consignor or consignee.
  - c. Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.
  - d. The provisions of this section involving Sorting and Segregating are not applicable to the extent of application in Item 886.
6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE:
- The consignor or consignee may elect to waive the loading or unloading of freight by the Carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the Carrier's vehicle.
7. WAIVER OF DELIVERY RECEIPT:

When consignor or owner has made written arrangements with the 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 do not specifically require the consignee to so perform such service. Upon delivery to an unattended location, tender to the consignee is complete, and Carrier will not be liable for damage, theft, destruction, or other loss of freight that occurs after delivery.

8. HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING:

- a. 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:
  - i. WEIGHS 100 POUNDS OR LESS, the Carrier will perform the loading and/or unloading
  - ii. WEIGHS MORE THAN 100 POUNDS BUT LESS THAN 500 POUNDS:
    1. The Carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the Carrier's vehicle, except when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension (see Paragraph 9 (b) 2 and (d) of this item). Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
    2. The Carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the 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 dimensions.
      - b. does not exceed 10 feet in its greatest dimension, does not exceed 5 feet in its intermediate dimension, and does not exceed 1 foot in its least dimension.
    3. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
  - iii. WEIGHS 500 POUNDS OR MORE, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading and unloading.
  - iv. EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEED 4 FEET IN EACH ITS GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph 9 (b) 2 or this item.
- b. The provisions of NMFC Item 568 (Heavy or Bulky Freight-Loading or Unloading) will not apply.

9. SPECIAL PROVISION-PRIVATE RESIDENCES AND OTHER SIMILAR LOCATIONS:

For special provisions on Pick-Up and Delivery at Private Residences and other similar locations, see Item 753 and 755.

10. LIABILITY DEFINED: Delivery of freight is complete when tendered for delivery on Carrier's vehicle. Carrier is not liable for damage occurring during loading of freight onto Carrier's

vehicle or unloading of freight from Carrier's vehicle—even if Carrier's driver loads, unloads, or assists with either.

11. DEFINITIONS applicable in this item:

- a. Loading, by definition in this item, includes stowing and counting of the freight in or on Carrier's vehicle.
- b. Unloading, by definition in this item, includes the removal and counting of the freight from the position in which it is transported in or on the Carrier's vehicle.

12. When requested by the consignee, the Carrier may perform unpacking, opening of packages or unitized shipments including shrink wrapped or banded freight on pallets or skids when necessary to facilitate the unloading of heavy or bulky freight where there are inadequate facilities to otherwise handle. The charge for this service will be \$1.99 per 100 pounds, subject to a minimum charge of \$20.70. These charges will be in addition to all other lawful charges and will be collected from the consignee at the time the service is performed. Carrier will not perform these services for household goods shipments.

## **ITEM 753 PICKUP OR DELIVERY AT PRIVATE RESIDENCES**

1. Shipments picked up at, or delivered to, private residences or camps (other than military), farms, or businesses in rural areas will be assessed a charge of \$9.69 per 100 pounds, subject to a minimum charge of \$139.00 per shipment, and a maximum charge of \$582.50 per shipment or \$582.50 per vehicle if more than one vehicle is used to transport shipment.
2. The charges provided in this item will apply separately for pickup and delivery and will be in addition to all other applicable charges.
3. The Payor of freight charges shall also be responsible for the charges accrued under this item, except charges on shipments moving on government Bills of Lading will be collected from U.S. Government.
4. Inside pick up, delivery, and notification when requested at the location subject to this item, will be included in the charges listed herein and will be in lieu of Item 566 and Item 647-1 of this Tariff.
5. Residential Delivery service is only to curbside and does not include assembling, packing, unpacking, dismantling, sorting, set-up, or removal.
6. As used in this item, the term "Private Residences" shall apply to the entire premises on which a dwelling for living is located.
7. See Item 108, Section 22 for liability for unattended deliveries.

## **ITEM 754 PICK-UP OR DELIVERY SERVICE – NON BUSINESS HOURS, SATURDAYS, SUNDAYS, or HOLIDAYS**

1. AFTER BUSINESS HOURS, WEEKDAYS

- a. When pickup or delivery of a shipment, or a spot or drop of an empty trailer, is performed between the hours of 8 p.m. and 7 a.m., Monday through Friday, excluding holidays, a charge of \$159.00 will be assessed per shipment or empty trailer.
2. WEEKENDS AND HOLIDAYS
  - a. Carrier is not obligated to pick up or deliver shipments on Saturdays, Sundays, or holidays. However, if Carrier is requested and agrees to pick up or deliver freight, or spot or drop an empty trailer, on Saturday, Sunday or any other day generally observed as a holiday by Carrier at the point where the service is performed (See #6), the following charges will be assessed against the payor of the freight charges and will be in addition to all other applicable charges:

\$106.00 per person, per hour or fraction thereof, subject to  
\$424.00 Minimum Charge, per person, per pup or trailer, per day.
  - b. When there is more than one shipment, charges will be prorated on the basis of the weight of each individual shipment.
  - c. The provisions of this item are applicable if Carrier is required to spot or drop an empty trailer on a Saturday, Sunday, or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday, or holiday.
3. Carrier is not obligated to furnish pickup or delivery service Saturdays, Sundays, holidays, or after hours, even though they may be requested on the bill of lading.
4. Such charges shall be in addition to all other applicable charges.
5. The charges provided in this Item will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier by the consignor, consignee, or a third party.
6. When the holiday occurs on a Saturday, the previous Friday will be considered a holiday and when the holiday occurs on a Sunday, the following Monday will be considered a holiday.

## **ITEM 755 RESIDENTIAL ROOM OF CHOICE / WHITE GLOVE SERVICE**

1. Residential 1<sup>st</sup> Floor (room of choice)- Standard private residential delivery service (See Item 753 Pickup and Delivery at Private Residences) plus item placement in any first floor room of the house as instructed by the customer. This service will be assessed a charge of \$45.54 per 100 pounds subject to a minimum charge of \$228.00 per shipment.
2. White Glove Service- This service includes room of choice, unboxing, basic setup, removal of packaging (at customer's discretion in case a return is necessary). This service will be assessed a charge of \$56.13 per 100 pounds subject to a minimum charge of \$281.00 per shipment.

- a. Services are only available in select zip codes. \* These services are currently not available in any zip codes.
- b. Consignee is required to have a clear and safe path for delivery.
- c. Concerns about accessibility should be directed to 800-765-7242.
- d. For any issues regarding missing parts, please contact your place of purchase.
- e. Normal claims filing processes and procedures are applicable. Please see Item 108.
- f. The charges provided in this item will apply separately for pickup and delivery and will be in addition to all other applicable charges.
- g. The payor of freight charges shall also be responsible for the charge accrued under this item, except charges on shipments moving on government bills of lading will be collected from the U.S. Government.

## **ITEM 810 PROTECT FROM FREEZING SERVICE**

Except as provided in this Item, Carrier is not liable for damage to freight caused by exposure to cold or freezing temperatures.

Protect from Freezing Service will be provided at Carrier's discretion on single-line shipments and shipments to Canada from October 1st through April 30th, if each of the following conditions is met:

- A. Suitable equipment is available, and
- B. The Bill of Lading, each handling unit, AND each loose package is clearly marked with the notation, "**PROTECT FROM FREEZING**". (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.), and
- C. Outside temperature is forecast to be 10 degrees Fahrenheit or higher, and
- D. Shipment is tendered on one of the following days:
  - o Next Day Transit Lanes - Monday through Thursday.
  - o Second Day Transit Lanes - Monday through Wednesday.
  - o Third Day Transit Lanes - Monday and Tuesday, and
- E. None of the following applies:
  - A. The shipment is tendered on a Friday or the day before a holiday, or
  - B. The shipment requires appointments, or
  - C. The shipment requires "will call" or "dock pick up," or
  - D. The shipment requires COD or Order Notify, or
  - E. The shipment is moving in bond.

AND

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

It is the shipper's or consignor's obligation to ensure that the above conditions are satisfied. For shipments tendered to Carrier that do not meet the above conditions, Carrier will have no liability

for cargo damaged by exposure to freezing temperatures. Carrier's cargo claim liability is otherwise subject to the limits and provisions as provided in the Saia 170 Series Rules Tariff.

**CHARGES:**

1. When Protect from Freezing Service is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
2. The charge for Protect from Freezing Service is \$3.18 cwt, subject to a minimum charge of \$37.50 per shipment.

**ITEM 820 RECONSIGNMENT OR DIVERSION (NOTE D)**

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

1. **DEFINITIONS OF RECONSIGNMENT OR DIVERSION:** For the purpose of this item, 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. Change in the place of delivery
  - c. Relinquishment of shipment at point of origin
  - d. Instructions received by the originating carrier prior to receipt of shipment
2. **CONDITIONS:**
  - a. Requests for reconsignment must be made in writing or confirmed in writing. 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 effected.
  - c. All charges applicable to the shipment, whether accrued or accruing, must be prepaid 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. When there is a conflict on a bill of lading between the consignee city and zip code, Saia will bill/route using the zip code. This follows the rules of the United States Postal Service. If the shipment needs to be rerouted due to the conflict, it will be subject to this rule and applicable charges will be applied.
  - h. The provisions of this item are not applicable to the extent provisions are published in Item 550-10.
  - i. As used in this item, "same day delivery zone" is as defined in Saia points file available at [www.saia.com](http://www.saia.com)
  - j. The provisions governing reconsignment "PRIOR TO TENDER OF DELIVERY" will apply only when Carrier receives the request for consignment:
    - i. Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
    - ii. Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).Thereafter, the provisions governing reconsignment "AFTER TENDER OF DELIVERY" will apply.
- 3. Charges: Except as provided in NOTE D, reconsignment as defined in Paragraph 1 will be subject to the following:
  - a. Reconsignment prior to tender of delivery resulting in change of name of shipper or consignee with no change to delivery address. \$31.50
  - b. If Carrier relinquishes to consignee, someone other than original consignee, or another carrier at destination terminal. \$31.50
  - c. Change in destination prior to delivery within same day delivery zone. \$31.50
  - d. Change of destination prior to delivery outside the same day delivery zone, Applicable freight charges to new destination plus \$31.50
  - e. Change of destination after attempted delivery. Applicable freight charges to new destination plus \$31.50
  - f. Freight reconsigned in transit will be assessed combination rates from origin to intermediate point and from intermediate point to final destination plus \$31.50
  - g. If the change in destination is requested, and instructions are received, in time to effect the requested change at the original terminal of the originating carrier. \$31.50
  - h. All charges stated herein are in addition to the applicable rates and charges from point of origin to new destination.
- 4. Reconsignment or Relinquishment at Point of Origin

Where a request is made by shipper, before a shipment has left Carrier's terminal at point of origin (includes points and places within the Terminal Area (Item 980)) for (1) return of a shipment to the original place of shipment, (2) delivery of shipment to another carrier at point of origin, (3) to relinquish possession of the shipment to shipper or to another carrier at Carrier's terminal, or relinquishment of the shipment to shipper at Carrier's terminal at point of origin, such service, if performed, will be subject to a charge of \$4.10 per 100 pounds, with a minimum charge of \$36.00 per shipment and a maximum charge of \$380.00 per shipment or \$380.00 per vehicle if more than one vehicle is used to transport the shipment.

5. Instructions Received Prior to Receipt of Shipment

Upon instructions received by Carrier prior to receipt of a shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefor (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to a charge of \$31.50 per shipment.

6. If Carrier is required to unload freight to retrieve a shipment for reconsignment additional charges specified in Item 560 will apply.

### **ITEM 830 REDELIVERY**

When a shipment is tendered for delivery, and through no fault of Carrier, such delivery cannot be accomplished, additional tenders and final delivery will be subject to the following provisions:

- a. If one or more additional tenders of final delivery of the shipment are made at consignee's place, an additional charge of \$12.55 per 100 pounds, subject to a minimum charge of \$128.00 and a maximum charge of \$630.50 per shipment or \$630.50 per vehicle, if more than one vehicle is tendered to transport the shipment will be made for each such tender and for the final delivery. Any applicable fuel surcharges will be applied.
- b. On (Order-Notify) shipments, the minimum re-delivery charge shall be \$52.10.

### **ITEM 840 PROOF OF DELIVERY**

1. The consignee is responsible for returning the delivery receipts to Saia within 48 hours of unloading when Carrier has dropped a trailer at the consignee's location for unloading. Extending the 48 hours limit is prohibited unless there is a written agreement extending the time period.
2. Failure of the consignee to return the delivery receipts within the 48 hour allotted time periods permits Carrier to use any internal records including manifests, trip cards, seal records, etc. as proof of delivery.
  - a. The use of internal records as proof of delivery shall result in Carrier being absolved of any cargo claims for the shipments tendered to the consignee on the trailer that was dropped.
  - b. The use of internal records as proof of delivery shall satisfy proof of delivery for invoicing purposes.

## **ITEM 845 REFERENCE TO TARIFFS**

Where reference is made in this Tariff or in any bill of lading, contract, delivery receipt, or other shipping or contractual document to classifications, circular, rules, tariffs or portions thereof, such reference will be deemed to include this Tariff and any amendments to or successive issues of such classifications, tariffs or portions thereof.

## **ITEM 850 REWEIGH AND INSPECTION CHARGE**

A Weight and Inspection charge of \$32.00 per occurrence will be applied to any freight bill where an adjustment to linehaul charges has been made due to an inspection or reweigh resulting in a change in shipment weight or change in NMFC commodity class. This charge will be in addition to all other lawful charges.

When mixed commodities are palletized by the shipper, the increased weight will be charged at the lowest rated commodity in the shipment.

When a bill of lading does not show a weight, the charge for weight determination is \$23.00 per shipment. The charge will be added per the terms of the bill of lading.

## **ITEM 880 SEALING OF TRUCKS (SEALS OR LOCKS APPLIED TO VEHICLE)**

All seals or locks applied to a vehicle may be removed at the option of the carrier over whose line such vehicle is moving for the purpose of adding freight, transfer of freight, or for other purposes contributing to better utilization of the vehicle. The provisions of this rule will not apply on shipments for which exclusive use of the vehicle is requested and provided for in accordance with Item 470 of this Tariff.

## **ITEM 883 SHIPMENTS TENDERED AS A TRUCKLOAD**

Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to carrier and bill of lading is so marked "TENDERED AS A TRUCKLOAD", the applicable TL rate will apply at the actual or minimum weight, whichever is greater, and the TL rate will not alternate with the LTL rate. Such shipments will be entitled to privileges normally afforded in rules and regulations pertaining to TL shipments, and will not be governed by rules and regulations pertaining to LTL shipments. When shipment is tendered to carrier under bill of lading marked "TENDERED AS A TRUCKLOAD", and shipment has begun its movement to destinations, corrected bill of lading will not be accepted to remove the TL application.

Where there is more than one Vol. or TL rate published, that Vol. or TL rate and its accompanying minimum weight (but not in excess of 40,000 pounds) producing the highest charge will apply.

## **ITEM 885 SINGLE SHIPMENTS**

Single shipments of 500 pounds or less (actual weight), picked up at one time and place unaccompanied by any other shipment of any description from the same place of pick up will be subject to an additional charge of \$50.00 per shipment. This charge will be in addition to all other lawfully applicable charges.

The provisions referred to herein do not apply on shipments tendered at the carrier's terminal by consignor or consignors agent, nor on shipments picked up at the same time and place with any other shipment of any description from the same consignor, whether moving in interstate, intrastate, intercity or foreign commerce to any destination within or beyond the territorial scope of this tariff.

Shipments tendered by a single party under different consignor names, for the purpose of this item, will be considered as being tendered by one consignor.

## **ITEM 886 SORTING AND SEGREGATING**

When Carrier is required to sort and/or segregate consignor or consignee's shipment or shipments, or when Carrier is required to perform additional handling to complete delivery, a charge of \$3.69 cwt subject to a \$118.00 minimum charge will apply in addition to all other lawful charges.

Additional handling includes, but is not limited to, removal of pieces from pallet, transfer of pieces from one pallet to another, placement of pieces in racks/shelves, etc. The party responsible for the freight charges shall also be responsible for the charges accrued under this item

## **ITEM 887 HANDLING SERVICE**

When freight is delivered to Carrier's terminal for distribution and is picked up at the same Carrier terminal dock by the consignee or an interline carrier or delivered to Carrier for consolidation or distribution, a handling charge of \$1.00 per cwt., subject to a \$19.90 minimum charge will apply.

## **ITEM 900 STOPOFFS**

A single shipment, upon which charges are based on 20,000 pounds or more may be stopped for partial loading or partial unloading, subject to the following provisions:

### **1. GENERAL PROVISIONS:**

- (a) After initial pickup stop at origin, and prior to final delivery stop at destination, a shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points en route to destination, or at destination.
- (b) Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stopoff points, within the continuous

private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.

- (c) The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule. All mileage shall be computed by use of the Household Goods Carriers' Mileage Guide.

## 2. LIMITATIONS

- (a) Except as provided in paragraph (b) of the general provisions, each stopoff is limited to one setting of the truck in accordance with Item 750 (Pick up or Delivery Service).
- (b) On joint line traffic stopoff privileges apply only when the entire shipment is delivered to one connecting carrier or, if stopoffs have already been accorded, when the entire remaining portion of the shipment is delivered to one connecting carrier.
- (c) Stopoffs for partial loading, or partial unloading, will not be permitted on shipments moving "COD", "IN BOND", "TO ORDER", "ORDER-NOTIFY", "ORDER CARE OF", "APPOINTMENT FREIGHT", nor on which Section 7 of the bill of lading has been executed.
- (d) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stopoff is prohibited.
- (e) All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
- (f) This item will not apply on containerized shipments moving as one unit of freight, whether or wheeled trailers or containers or other than in wheeled trailers or containers.

## 3. STOPOFF CHARGES:

- (a) The initial pickup stop and the final delivery stop are not subject to stopoff charges.
- (b) Except as provided in Paragraphs (d) and (e), each stop for either partial loading or partial unloading, not both, will be subject to a stopoff charge of:
  - \$96.00 per stop for not more than three stops.
  - \$120.00 for each stop in excess of three stops.
- (c) A shipment receiving both services (partial loading and partial unloading) will be subject to a stopoff charge of \$96.00 per stop.
- (d) Each stop at piers or wharves for partial loading or partial unloading will be subject to a stopoff charge of \$120.00 per stop.

- (e) Except as provided in paragraph 1(d) above, each stop at additional loading or unloading sites, as outlined in paragraph 1(b), will be subject to a charge of \$52.50 per stop. This charge is in addition to the charges provided in Paragraphs (c) and (d) above.
- (f) No stopoffs allowed on trailers less than 40' in length unless the stop is within the city limits of the same city as the final destination.
- (g) Unless agreed upon by Carrier prior to shipment, no appointments are allowed on stopoffs.

**4. LINE HAUL CHARGES:**

- (a) Charges shall be determined on the basis of the minimum weight, or actual weight, if greater, of the entire shipment at the rate or rates applicable:
  - (1) from the point of initial origin or
  - (2) from any intermediate point where shipment is stopped for partial loading
  - (3) to any intermediate point where shipment is stopped for partial unloading, or
  - (4) to the point of final destination from and to which the highest charges are applicable.
- (b) If the total distance from initial origin to final destination, that distance in excess of 100% will be charged for at the rate of \$4.98 per mile. All mileages shall be computed by the use of HGB Mileage Guide. The greatest mileage between any point of loading and any point of unloading will determine "initial point of origin" and "the point of final destination" for the purpose of applying this circuit provision and determining the excess mileage, if any, and the charge thereof.

**5. PREPAYMENT OF CHARGES:**

All charges must be prepaid by consignor or shipper and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the consignor and so notated on the bill of lading at the time of shipment, in which case all charges to be collected at final destinations.

**6. FAILURE TO DELIVER STOPOFF FREIGHT:**

When bill of lading requires stopoff to unload a component part of the shipment and Carrier is unable during business hours to effect delivery of such freight at the point or place of stopoff, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and redelivery of freight, to the extent that such services are applicable.

**7. MARKING OR TAGGING SHIPMENTS:**

Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of

freight intended for delivery at a particular point or place of stopoff will be readily distinguishable from all other freight in the shipment.

8. **STOPOFF HANDLED IN SEPARATE VEHICLES:**

For Carrier's convenience, any portion of the shipment may be picked up, transported, or delivered in separate trucks and all portions of the shipment need not be transported through the stopoff point or points.

9. **SHIPPING INSTRUCTIONS**

- (a) Arrangements for any stopoff service provided in this item must be made with the Carrier before shipment, or any portion thereof, is tendered for transportation.
- (b) The entire shipment must be available for pick up at time of tender.
- (c) The shipper must tender the part lots in the order required by the carrier.
- (d) The party or parties authorized and designated by the shipper to accept, or tender freight, at a point or place of stopoff, may be the same, or other than the billed consignee.
- (e) The bill of lading shall designate the following:
  - 1) Stopoff point or points and places;
  - 2) The weight, quantities, markings and description of articles to be loaded or unloaded;
  - 3) The name and address of the party authorized to tender freight, or to accept freight for unloading, at point or place of stopoff.

10. **MISCELLANEOUS**

- (a) Also applicable in connection with mixed shipments. (See Item 640 Mixed Shipments).
- (b) This rule will also apply on a class or exception rated shipment of an article or articles subject to class 150 or higher with charges based on 10,000 pounds or more.

**ITEM 910 ON HAND AND STORAGE**

A. **GENERAL**

Freight held in Carrier's possession (i) by reason of an act or an omission of the shipper, consignor, consignee, or owner or for customs clearance or inspection, or by order of a government authority, and through no fault of the Carrier, or (ii) when held by Carrier due to rejection by consignee or

instruction from shipper based on damage, will be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand," the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly.

Storage costs for on-hand freight will be assessed as follows:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 AM, the day of business after notice of arrival has been made.
2. Freight stored in carrier's possession, will be assessed a charge of \$2.12 per cwt. or fraction thereof, subject to the following minimum and maximum charges:

MINIMUM CHARGES: \$22.00 per shipment per each 24 hours, but not less than \$53.00 per shipment.

**MAXIMUM CHARGES:**

<b>PERIOD</b>	<b>CHARGES</b>	<b>NOTES</b>
For the first 24 hours or fraction thereof	\$106.00	
For the second 24 hours or Fraction thereof	\$185.50	Per shipment or per vehicle if more than one vehicle is used to transport the shipment.
For the third and each succeeding 24 hours or fraction thereof	\$265.00	

3. Storage charges under this item will end when Carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.
4. Storage charges under this item will not apply on the day Carrier places the freight in a public warehouse. In that event, a charge of \$3.18 per cwt., subject to a minimum charge of \$48.00 per shipment, will be made.
5. The term "FIRST DAY OF BUSINESS" as used in this item means Mondays through Fridays.
6. Charges provided in this item will follow the terms of the bill of lading unless written authorization is received by another party. Saia reserves the right to require payment prior to release of freight.

**B. REFUSED OR IMPRACTICAL DELIVERY**

If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the Carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading.

Storage charges, based on Carrier's Tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of the notification, Carrier may offer the shipment for sale at a public or private sale and the Carrier has the right to offer the shipment for sale. The amount of sale will be applied to the Carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

Where Carrier has attempted to follow the procedure set forth hereinabove and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the Carrier may dispose of property to the best advantage.

Where the Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, delivery shall occur when the property is unloaded and Carrier is not liable for any damage, theft, or loss of the freight after delivery.

## **ITEM 959 TRANSFER OF LADING**

1. When shipments, weighing 20,000 pounds or more cannot be picked up with the vehicle to be used in transporting the shipment over the highway and the Carrier is required to render pick-up service with a different vehicle, such shipments will be subject to the charges in paragraphs 4 in addition to all other applicable charges. These charges will be collected from the consignor.
2. When shipments, weighing 20,000 pounds or more cannot be delivered with the vehicle used in transporting the shipment over the highway, the Carrier will notify the consignee of this fact in the manner provided in Item 345 (Arrival Notice and Undelivered Freight). If the consignee requests the 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.
3. When consignor or consignee requests that a shipment subject to truckload or volume rates be picked-up or delivered on a vehicle other than the vehicle used in transporting the shipments 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 the service.
4. Each vehicle required for original pick up and/or delivery will be considered a separate transfer. The charge for the weight of each vehicle will be \$2.17 per cwt. subject to a minimum charge of \$105.50.

**ITEM 980 UNNAMED POINTS OR TERMINAL AREA PLACES WITHIN OR ADJACENT TO INCORPORATED MUNICIPALITIES OR UNINCORPORATED COMMUNITIES, APPLICATION OF RULES FROM AND TO (Applicable only where specific reference is made hereto)**

Rules and regulations, published in this Tariff will apply from and to points named in this tariff, as well as from and to places within the limits specified below:

- (a) If the point of origin or destination is an unincorporated community:

All places within two and one-half miles by air line of the post office of the same name in such unincorporated community, if the community has a population of less than 2,500;

All places within four miles if it has a population of 2,500, but less than 25,000;

All places within five and one-half miles, if it has a population of 25,000 or more.

- (b) If the point of origin or destination is an incorporated community – At any place within the corporate limits, also:

With population of less than 2,500 – At any place not more than two miles by air from the corporate limits.

With population of 2,000 or more but less than 25,000 – At any place not more than three miles by air from the corporate limits.

With population of 25,000 or more, but less than 100,000 – At any place not more than 4 miles by air from the corporate limits.

With population of 100,000 or more – At any place not more than five miles by air from the corporate limits.

**NOTE:** Population will be determined by the most recent US census.

**ITEM 985 VEHICLES FURNISHED BUT NOT USED**

1. When carrier upon receipt of a request to pick up a shipment upon which charges are based on 20,000 pounds or more or to furnish a vehicle for expedited service, or for the exclusive use of consignor at points within terminal area as defined in Item 980, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of \$186.50 per day or fraction thereof per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

2. When a carrier is requested to dispatch a vehicle to a point of origin designated by consignor or consignee that is outside terminal area as defined in Item 980 and such vehicle is furnished, but not used due to no fault of the carrier, a charge for each vehicle of \$3.62 per mile subject to a minimum charge of \$492.50 will be assessed against the party making such request. The mileage will be computed from the carrier's terminal point to the designated origin point, plus mileage back to carrier's terminal point. Mileage to be determined by use of HGB Guide, ICC HGB 100 Series, supplement thereto or reissues thereof (NOTE).
3. When carrier is requested to make a pickup of a LTL shipment and arrived at the scheduled time for pick up and no freight is given to carrier, a charge of \$79.50 will be assessed.

**NOTE** -Upon arrival of the vehicle with power unit, the consignor will have free time of 60 minutes to inform carrier the vehicle will not be used. If carrier is detained beyond 60 minutes, a charge of \$130.00 per hour or fraction thereof per vehicle will be assessed in addition to other applicable charges provided herein.

## **ITEM 995 WEIGHTS-DUNNAGE**

### **This Item is an Exception to Section 3 of NMFC Item 995**

Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports, not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation, must be furnished and installed by the shipper, except that such materials may be installed by the Carrier subject to the following provisions:

- (a) Materials will be furnished by the shipper or when materials are furnished by the Carrier the charge thereof will be paid by the shipper upon presentation of invoice by the Carrier.
- (b) A charge for labor necessary for such installation by the Carrier at a rate of \$62.50 per hour or fraction thereof, minimum charge of \$62.50 for each employee, will be paid by the shipper upon presentation of invoice by the Carrier.

This Rule does not apply to shipments subject to other than classes or rates of shipments, upon which charges are based on less than 20,000 pounds.

## **ITEM 996 CONSTANT SURVEILLANCE SERVICE**

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

- 1) Definition and Requirements

CS is a service that provides the following:

- a) Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent, as reasonably possible, all

inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.

- b) For the purposes of CS, unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the Carrier. A vehicle is "attended" when the person responsible for the shipment is (i) in the vehicle, awake, not in a sleeper berth or (ii) is within 100 feet of the vehicle and has the vehicle within his constant, unobstructed view. A qualified representative is a person employed by or under contract to the Carrier or the terminal involved in handling of shipments, who is designated by the Carrier terminal to attend the conveyance, who is aware of the sensitivity of material moving under CS, who is knowledgeable of the safety, security and emergency procedures that must be followed, and who is authorized and has the means and capability to move the transportation conveyance.
- c) For brief stops on route, ensure that the vehicle or shipment is attended.
- d) When circumstances require lengthy stops on route, Carriers will ensure that the vehicle is parked only at a Carrier terminal, a state or local approved safe haven under applicable federal regulations. When a vehicle is parked in a Carrier terminal, a representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times, or the shipment must be secured in a chain link fence where it is continuously patrolled by a representative of the Carrier or terminal and is under the general observation of a qualified Carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See Note A).
- e) The trailer or conveyance containing the material upon which CS is requested must always be connected with the power unit (tractor) during shipment except when stopped at a facility for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; or at a state or local safe haven location which meets the terminal security standards of paragraph 1(d).
- f) Carrier must be able to trace a shipment in less than 24 hours.
- g) Carrier or its agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
- h) Driver ID requirements. Carrier must ensure drivers employed to handle sensitive shipments requiring CS carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- i) Single line-haul required.
- j) Trip lease will not be permitted.

- k) The maintenance of a Signature and Tally Record by the Carrier is an integral part of CS. Both the SIGNATURE AND TALLY RECORD SERVICE are required on all shipments for which CS is requested and provided. Drivers are required to sign the form when they assume initial responsibility for the shipment and upon delivery.
- l) Driver(s) moving shipments on which CS is requested will be instructed by the Carrier on how to obtain safe haven refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1(a) through 1(k) above.
- m) The tractor moving a CS shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state law enforcement personnel for the purpose of seeking assistance, and driver(s) must be capable of using the unit to make the contact.

2. ANNOTATION

When CS is required for a shipment, the shipper shall notify the Carrier in advance of the requirement, and an annotation should be placed on the bill of lading as follows:

“Constant Surveillance Service Requested  
Signature and Tally Record furnished to Carrier”

3. CHARGES

In addition to all rates and charges for transportation, shipments for which CS is provided by carrier at shipper's request will be subject to the following charges which include constant and specific surveillance and the maintenance of a signature and tally record.

1	to 500 miles	\$1.32 per mile per vehicle
501	to 1,000 miles	\$0.93 per mile per vehicle
1,001	to 1,501 miles	\$0.87 per mile per vehicle
	Minimum Charge	\$470.00 per shipment

If Carrier's operations require an extra driver to provide CS or shipments moving in excess of 500 miles, then charges for these mileage brackets should be adjusted accordingly.

**NOTE A**  
**SECURITY CAGE STANDARDS**

**GENERAL:** Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors, and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

**WALLS:** Constructed of structural steel angle expanded steel grating. Building walls also may be used which provide equivalent security to form side(s). (Examples: Double-course reinforced or filled concrete block.)

FLOORS:	Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.
CEILING:	Same material as wall and floor. Minimum height – 8 feet. Frame – metal. Hinges – welded hinge pins. Locks – approved (equivalent to American 200 series) security locks and hasps.
CONNECTING: WINDOW OPENINGS:	Welded, peened or otherwise installed so as to deter unauthorized entry. Expanded steel grating, anchored in metal frame, secured in same manner as door.

ALTERNATIVES: As an alternative to a security cage, a conex, dromedary, or similar heavy container which is sealed and locked with an approved (equivalent to American 200 series) lock may be used in buildings which are locked, guarded or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

## **ITEM 996A SIGNATURE SECURITY SERVICE**

(This item applies only on local (single line) traffic--VIA SAIA)

1. DEFINITION: A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. Each person responsible for the shipment on which this service is requested will sign a written record of receipt while such shipment is in possession of the carrier or its agent, and Carrier or its agent will secure signature for such written record of receipt from consignee or his agent.

### 2. ANNOTATION:

- (a) Shipper or his agent must place and sign the following annotation of the Bill of Lading:

Signature Security Service Requested.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

- (b) In the event special circumstances require telephone notice to consignor, Bill of Lading will be annotated:

"Call consignor (area code and telephone number) collect at any time of day from each point where signature and tally service are to be provided".

- (c) Shipper or his agent must contact 888-999-7242 prior to movement.

### 3. FORM REQUIRED:

Department of Defense Form 1907, Signature and Tally Record, or similar shipper supplied form, provided by the shipper, will be used to obtain the signature and tally record.

- (a) When SSS is requested by the shipper and the signature and tally record is furnished, Carrier or his agent will require each person responsible for the shipment such as the terminal manager, pick up, delivery and road drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his agent on delivery.
- (b) The initial signature on the Department of Defense Form 1907 should be the same as that of the Carrier's agent on the Bill of Lading.
- (c) In terminal areas, the vehicle containing the SSS shipment must be under the control of the last person signing the Department of Defense Form 1907.

#### 4. CHARGES:

In addition to all rates and charges for transportation, shipments on which "Signature Security Service" is provided will be subject to the following additional charges:

\$2.38 - per cwt.;

\$53.00 - Minimum Charge per shipment or per vehicle, if more than one is required.

\$159.00 - Maximum Charge per shipment or per vehicle, if more than one is required.

### **ITEM 997 CLASSIFICATION OF ARTICLES**

1. Where governing Classification NMF 100 Series, provides a "0" rating for a commodity, the applicable rating shall be Class 500.
2. Where the governing Classification, NMF 100 Series, provide "not taken" provisions, inadvertent pick-up and handling by Carriers shall be at Class 500.
  - a. Where the governing Classification, NMF 100 Series provides actual or released value rating, the shipper shall state such valuation at time of shipment. In no case shall Carrier's liability exceed the value as shown on the shipping order or bill of lading or invoice value whichever is lower. Further, the shipment will be subject to the lowest actual or released value in NMF 100 Series when shipper or shipper's agent fails to enter the actual value or declare the released value of the property on the shipping orders and bills of lading at time of shipment.
3. For shipments of commodities classified in the National Motor Freight Classification as exempt, the rating class will be determined based upon the density in pounds per cubic foot as follows:

POUNDS PER CUBIC FOOT	CLASS
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
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

4. When applying the provisions of Items 100200 and 100240 of NMF 100 Series, such items will apply on any LTL shipments of Household goods consisting of one or more articles. Such shipments are subject to the provisions of Items 100262, 100272, 100282 and 100292 of NMF 100 Series.

## **ITEM 998 BILLS OF LADING (FAK or FREIGHT ALL KINDS SHIPMENTS)**

For all transportation moving under FAK rates, shipper shall identify the specific commodity or product moving under such rates on the bill of lading. In the event that shipper fails to so identify the specific commodity or product, Carrier shall not be liable for any damages to or destruction of such product or commodity occasioned by or resulting from the loading of such product or commodity on the same trailer with other freight that is either incompatible with the product or commodity moving on FAK rates or is prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under FAK rates.

## **ITEM 999 LOADING BY CONSIGNOR – UNLOADING BY CONSIGNEE**

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

1. At time of shipment, a notation must be made on the bill of lading and the shipping order by the consignor, that consignor is to load and/or consignee is to unload the shipment. This requirement will not apply when entire shipment consists of freight in a single container, freight secured to pallets, platforms or lift truck skids, or freight in any other authorized form of shipment, each unit weighing 500 pounds or more tendered for shipment (loading required by consignor and unloading required by consignee per NMF 100 Item 568).
2. The complete loading and/or unloading of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense, without any assistance from Carrier. The Carrier's employee and power unit are to be released while loading and/or unloading is performed. At Carrier's option, the Carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
3. The complete loading service includes (a) the loading of the freight into or on the Carrier's vehicle and the stowing and arranging thereof, and (b) furnishing and installing any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation. The complete unloading service means that the consignee must remove the freight from position in which it is transported in or on the Carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee as a condition precedent to the application of the rate, the

entire shipment must be loaded and/or unloaded by the shipper or consignee, otherwise the rate will not apply and rates otherwise published will be assessed.

5. In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.
6. If the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

## **ITEM 1000 LIMITED ACCESS LOCATIONS**

When Carrier makes a pick up or delivery at a location with Limited Access, the following charge shall apply: \$145.00 per shipment

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

- a. Commercial establishments not open to general public during normal business hours.
- b. Construction Sites (see note 1)
- c. Fairs, Carnivals, Chautauqua's
- d. Military Bases / Installations
- e. Mine Sites (see note 2)
- f. Prisons
- g. Schools
- h. Churches
- i. Mini Storage Facilities
- j. Piers/Wharfs
- k. Convention and Expo Centers
- l. Airports
- m. Non-Standard Equipment (See Note 3)
- n. Sites with extensive security processes
- o. Lodging Facilities
- p. Hospitals
- q. Nursing Homes / Assisted Living Facilities
- r. Casinos
- s. Power, Nuclear, and Water Treatment Plants
- t. Resorts- including Ski Resorts
- u. Golf Courses
- v. Country Clubs
- w. Funeral Homes
- x. Utility Sites
- y. Ports
- z. Amusement Parks
- aa. Marinas
- bb. Daycare and Preschool Facilities
- cc. State/National Parks
- dd. Cemeteries
- ee. Car Washes

- ff. Gas Stations
- gg. Animal Hospitals

Freight charges must be prepaid 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 647 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.

**Note 3** –The term "Non-Standard Equipment" refers to equipment such as a straight truck. This accessorial applies when the customer requests freight to be picked up or delivered on a straight truck.

## **ITEM 1001 DENSITY - METHOD OF DETERMINING**

1. Where rates are applicable according to the density of articles as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces, or packaging articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article piece or package by the cubage ascertained.
2. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.
3. The vertical dimension (or height) of not less than 96 inches shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:
  - (a) The nature of the article; or,
  - (b) Packaging of lack of packaging, used; or,
  - (c) Palletized in "pyramided", "rounded off" or "topped off" manner; or,
  - (d) Specific instructions by the shipper on the bill of lading, or by the consignee, to the effect that no other freight is to be loaded on the top of the article.
4. When the width of an article is equal to or greater than 70 inches, it will be computed as having a width of 96 inches.

## **ITEM 1001-A DETERMINING AVERAGED DENSITY CLASSIFICATION WHEN MULTIPLE DENSITY DRIVEN CLASSIFICATION ITEMS ARE IN A SHIPMENT**

1. Application of this item applies only on shipments that contain multiple commodities, which according to the NMF 100 Series have a density driven classification, within the same piece, package or shipment.
2. Despite the individual classification of individual pieces or packages, an averaged density class will be determined by dividing the piece or package weight by that total cubic feet of the said piece or package.
3. The said averaged density class, as determined in Item 1001-A 2, will be subject to an averaged density classification level as shown in the table below:

Sub 1	Less than 1	400
Sub 2	1 but less than 2	300
Sub 3	2 but less than 4	250
Sub 4	4 but less than 6	175
Sub 5	6 but less than 8	125
Sub 6	8 but less than 10	100
Sub 7	10 but less than 12	92.5
Sub 8	12 but less than 15	85
Sub 9	15 but less than 22.5	70
Sub 10	22.5 but less than 30	65
Sub 11	30 or greater	60

## **ITEM 1002 CHASSIS – OBTAINING OF**

When Carrier must obtain a chassis one movement of a container, a charge of \$109.50 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.

The provisions of this item do not obligate the Carrier to obtain a chassis, and Carrier is permitted, in its discretion, to refuse any shipment for which a chassis is required and not provided by shipper or consignor.

**NOTE 1** - The Term “chassis” as used in this item means the underframe work or undercarriage with mounted wheels or dollies used in the transportation of containers.

**NOTE 2** - The term “container” as used in this item means as ocean container, of not less than 19 feet in length, which is designed for the movement of cargo by water carriers.

## **ITEM 1003 PICK UP AND LOADING AND DELIVERY AND UNLOADING AT PORTS IN LOUISIANA AND TEXAS**

Export, import, coastwise, intercoastal and intracoastal freight delivered to or picked up at docks, piers, or wharves at ports in Louisiana and Texas is subject to Terminal Rules and charges as follows:

### **PART 1**

#### **PLACEMENT OF VEHICLE (S)**

Carrier will furnish and place a vehicle (s) at one loading or unloading site as designated.

### **PART 2**

#### **LOADING AND UNLOADING:**

Line haul rates and charges do not include loading or unloading by the Carrier except at New Orleans, Louisiana, Line haul rates and charges (subject to additional charges where applicable) include loading or unloading when the service is performed by the Carrier, except as otherwise provided in Part 3 and except when the line haul rate does not include loading or unloading, as the case may be, subject to the provisions of paragraph (a), (b) and (c):

- (a) Loading or unloading will be performed by the Carrier only at location directly accessible to the vehicle, or at locations immediately adjacent to a parking space suitable for the Carrier to place the vehicle for loading or unloading. Placement of the freight in a position to be picked up and loaded must be arranged by consignor without assistance from the Carrier.
- (b) Loading or unloading by the Carrier means pick up or delivery of the freight only on ground floor of docks, piers or wharves directly accessible to the Carrier's vehicle. Second floor docks, piers or wharves directly accessible to Carrier's vehicle by use of ramps or elevators (and labor necessary to operate elevators) which are provided without cost to the Carrier, will be considered as being located on the ground floor.
- (c) Loading or unloading does not include: Assembling, packing or dismantling freight; sorting or segregating freight; furnished by the Carrier of rigging or special loading or unloading equipment such as platform vehicles, winches, cranes, jacks, blocks and falls, chain falls or other special loading or unloading equipment used in hoisting, lowering, handling or placing in position; loading or unloading of heavy articles as described in Part 3 hereof.

### **PART 3**

#### **LOADING OR UNLOADING OF HEAVY ARTICLES AT NEW ORLEANS, LA**

Except as provided in Note 1; articles in a single container, packing or shipping form weighing less than 100 pounds will be loaded or unloaded at the expense of the Carrier. Articles in single container, packing or shipping form weighing 100 pounds or more shall be loaded or unloaded by at the expense of the shipper or consignee (See Note 2). If the shipper or consignee does not elect to perform the service of loading or unloading, these services will be performed by the Carrier at the additional list or loading or unloading charge of \$1.01 cents per 100 pounds based on the actual weight of the articles (s) weighing 100 pounds or more, subject to a minimum charge of \$84.50 per shipment; such charge to be in addition to all other applicable charges. (See Exceptions)

**NOTE 1 -** The loading or unloading of articles, which because of their weight, size or means of packaging, cannot be handled by ordinary equipment and require the service of a crane to load or unload, shall be performed by the shipper or consignee, unless the carrier is instructed to perform this service, which service shall be performed at an additional charge equal to the exact expense incurred by the Carrier for such loading or unloading.

**NOTE 2 -** When loading or unloading arrangements have been made by the shipper or consignee, its representatives or agents other than the Carrier, the following notation must be placed on the bill of lading by the shipper at the time of shipment:

“Arrangements for (loading) (unloading) at piers or wharves made directly by (shipper) (consignee).”

## **ITEM 1005 FUEL SURCHARGE**

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or contracts or other tariffs subject to this tariff, are hereby or will on their effective dates be increased as of provided below.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The net line haul charge so determined will be further subject to the surcharge provided herein. Fuel surcharge will apply on redeliveries.

The net line haul charge will be subject to a fuel surcharge as provided below (See notes A and B). The amount of the fuel surcharge will be determined by the U.S. National Average On-highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.). The current On-highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours per day).

The U.S. National Average On-highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding MONDAY based on the above referenced U.S.D.O.E. On-highway Diesel Price. EXAMPLE: D.O.E. U.S. National Average On-highway Diesel Price announced on MONDAY, 10-19-20, will be used to determine the Fuel Surcharge which will become effective on MONDAY, 10-26-20.

The D.O.E. U.S. NATIONAL AVERAGE ON HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE:		The D.O.E. U.S. NATIONAL AVERAGE ON HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE:	
From National Average	To National Average	LTL %	TL %	From National Average	To National Average	LTL %	TL %
1.000	1.149	13.02	26.04	4.100	4.149	32.12	64.24
1.150	1.199	13.32	26.64	4.150	4.199	32.62	65.24
1.200	1.249	13.62	27.24	4.200	4.249	33.12	66.24
1.250	1.299	13.92	27.84	4.250	4.299	33.62	67.24
1.300	1.349	14.22	28.44	4.300	4.349	34.12	68.24
1.350	1.399	14.52	29.04	4.350	4.399	34.62	69.24
1.400	1.449	14.82	29.64	4.400	4.449	35.12	70.24

## SAIA SERIES 170-D RULES TARIFF

1.450	1.499	15.12	30.24	4.450	4.499	35.62	71.24
1.500	1.549	15.42	30.84	4.500	4.549	36.12	72.24
1.550	1.599	15.72	31.44	4.550	4.599	36.62	73.24
1.600	1.649	16.02	32.04	4.600	4.649	37.12	74.24
1.650	1.699	16.32	32.64	4.650	4.699	37.62	75.24
1.700	1.749	16.62	33.24	4.700	4.749	38.12	76.24
1.750	1.799	16.92	33.84	4.750	4.799	38.62	77.24
1.800	1.849	17.22	34.44	4.800	4.849	39.12	78.24
1.850	1.899	17.52	35.04	4.850	4.899	39.62	79.24
1.900	1.949	17.82	35.64	4.900	4.949	40.12	80.24
1.950	1.999	18.12	36.24	4.950	4.999	40.62	81.24
2.000	2.049	18.42	36.84	5.000	5.049	41.12	82.24
2.050	2.099	18.72	37.44	5.050	5.099	41.62	83.24
2.100	2.149	19.02	38.04	5.100	5.149	42.12	84.24
2.150	2.199	19.32	38.64	5.150	5.199	42.62	85.24
2.200	2.249	19.62	39.24	5.200	5.249	43.12	86.24
2.250	2.299	19.92	39.84	5.250	5.299	43.62	87.24
2.300	2.349	20.22	40.44	5.300	5.349	44.12	88.24
2.350	2.399	20.52	41.04	5.350	5.399	44.62	89.24
2.400	2.449	20.82	41.64	5.400	5.449	45.12	90.24
2.450	2.499	21.12	42.24	5.450	5.499	45.62	91.24
2.500	2.549	21.47	42.94	5.500	5.549	46.12	92.24
2.550	2.599	21.82	43.64	5.550	5.599	46.62	93.24
2.600	2.649	22.17	44.34	5.600	5.649	47.12	94.24
2.650	2.699	22.52	45.04	5.650	5.699	47.62	95.24
2.700	2.749	22.87	45.74	5.700	5.749	48.12	96.24
2.750	2.799	23.12	46.24	5.750	5.799	48.62	97.24
2.800	2.849	23.37	46.74	5.800	5.849	49.12	98.24
2.850	2.899	23.62	47.24	5.850	5.899	49.62	99.24
2.900	2.949	23.87	47.74	5.900	5.949	50.12	100.24
2.950	2.999	24.12	48.24	5.950	5.999	50.62	101.24
3.000	3.049	24.37	48.74	6.000	6.049	51.12	102.24
3.050	3.099	24.62	49.24	6.050	6.099	51.62	103.24
3.100	3.149	24.87	49.74	6.100	6.149	52.12	104.24
3.150	3.199	25.12	50.24	6.150	6.199	52.62	105.24
3.200	3.249	25.37	50.74	6.200	6.249	53.12	106.24
3.250	3.299	25.62	51.24	6.250	6.299	53.62	107.24
3.300	3.349	25.87	51.74	6.300	6.349	54.12	108.24
3.350	3.399	26.12	52.24	6.350	6.399	54.62	109.24
3.400	3.449	26.37	52.74	6.400	6.449	55.12	110.24
3.450	3.499	26.62	53.24	6.450	6.499	55.62	111.24
3.500	3.549	26.87	53.74	6.500	6.549	56.12	112.24
3.550	3.599	27.12	54.24	6.550	6.599	56.62	113.24
3.600	3.649	27.37	54.74	6.600	6.649	57.12	114.24
3.650	3.699	27.62	55.24	6.650	6.699	57.62	115.24
3.700	3.749	28.12	56.24	6.700	6.749	58.12	116.24
3.750	3.799	28.62	57.24	6.750	6.799	58.62	117.24
3.800	3.849	29.12	58.24	6.800	6.849	59.12	118.24

3.850	3.899	29.62	59.24	6.850	6.899	59.62	119.24
3.900	3.949	30.12	60.24	6.900	6.949	60.12	120.24
3.950	3.999	30.62	61.24	6.950	6.999	60.62	121.24
4.000	4.049	31.12	62.24	7.000	7.049	61.12	122.24
4.050	4.099	31.62	63.24				

\*For application of the provisions herein, TL is defined as a shipment 1) having a billed or actual weight of 20,000 pounds or more, 2) rated per vehicle used, 3) capacity load shipment, 4) exclusive use shipment.

**NOTE A** - The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges.

**NOTE B** - Subject to a minimum charge of \$1.25 per shipment.

### **ITEM 1005A OCEAN FUEL SURCHARGE**

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or contracts or other tariffs subject to this tariff moving to all points exit Jacksonville FL export to Puerto Rico, are hereby or will on their effective dates be increased as provided below.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The net line haul charge so determined will be further subject to the surcharge provided herein.

The net line haul charge will be subject to a fuel surcharge as provided below (See Note A)

OCEAN FUEL SURCHARGE - 28.8%

**NOTE A** – The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges

### **ITEM 1006 DELIVERY SURCHARGE FOR THE ACCOUNT OF FLEMING FOODS**

Cancel see Item 1018

### **ITEM 1007 DELIVERY SURCHARGE FOR THE ACCOUNT OF GOURMET AWARD FOODS**

Cancel see Item 1018

**ITEM 1008 DELIVERY SURCHARGE FOR THE ACCOUNT OF H E BUTT GROCERY**

Cancel see Item 1018

**ITEM 1009 DELIVERY SURCHARGE FOR THE ACCOUNT OF DELCHAMPS INC.**

Cancel see Item 1018

**ITEM 1010 DELIVERY SURCHARGE FOR THE ACCOUNT OF BRUNO'S FOODS**

Cancel see Item 1018

**ITEM 1011 DELIVERY SURCHARGE FOR THE ACCOUNT OF PIGGLY WIGGLY**

Cancel see Item 1018

**ITEM 1013 DELIVERY SURCHARGE FOR THE ACCOUNT OF H T HACKNEY CO.**

Cancel see Item 1018

**ITEM 1014 DELIVERY SURCHARGE FOR THE ACCOUNT OF MCCORMICK PLACE IN CHICAGO, IL**

Cancel see Item 1018

**ITEM 1015 DELIVERY SURCHARGE FOR THE ACCOUNT OF PUBLIX SUPER MARKET**

Cancel see Item 1018

**ITEM 1016 DELIVERY SURCHARGE FOR THE ACCOUNT OF GORDON FOOD SERVICE**

Cancel see Item 1018

**ITEM 1017 DELIVERY SURCHARGE FOR THE ACCOUNT OF UNFI DISTRIBUTION**

Cancel see Item 1018

## **ITEM 1018 DELIVERY SURCHARGE FOR GROCERY WAREHOUSES**

Shipments picked up from or consigned to grocery warehouses will be assessed a delivery surcharge of \$6.88 cwt. subject to a minimum charge of but not less than \$53.00 per shipment and a maximum charge of \$318.00 per shipment.

This surcharge will be in addition to all other rates and charges applicable to the shipment.

## **ITEM 1020 SAIA GUARANTEED**

Saia Guaranteed provides a guarantee that Saia LTL Freight will deliver the shipment by the published service standards set by Saia, and within regular business hours.

- A. When Saia Guaranteed is required, it must be requested on the shipper's Bill of Lading at time of shipment. Bill of Lading must be marked at least one inch in height "Saia Guaranteed."

### **SECTION 1 – Saia Guaranteed**

- B. When Saia Guaranteed is required, it must be requested on the shipper's Bill of Lading at time of shipment. Bill of Lading must be marked "Saia Guaranteed".
- C. Request for pick up must be received no later than 1-1/2 hours prior to 5 p.m. local time and shipments must be ready for pick up by 5 p.m. local time.
- D. Charges for Saia Guaranteed are the debtors otherwise applicable net line haul charges for that shipment (standard charges) plus an up charge of the net line haul charges for that shipment, subject to an absolute minimum charge.

Saia Guaranteed 5 to be delivered by 5:00 p.m. on the day we published in our service standards. Charge for Saia Guaranteed 5 is a 20% up charge of the net line haul charges, subject to a minimum charge of \$37.50. Business hours: 8:00 a.m. till 5:00 p.m. (After 5:00 p.m., local time, deliveries are late only when Consignee's receiving department is closed).

Saia Guaranteed 12 to be delivered by 12 p.m. on the day we published in our service standards. Charge for Saia Guaranteed 12 is a 30% up charge of the net line haul charges, subject to a minimum charge of \$53.00.

- E. Saia Guaranteed shipments will be offered for delivery to the consignee in accordance with our published standard transit time within normal business hours.
- F. Should Saia fail to tender or make the shipment available for delivery within the published standard transit time the shipment will move free of charge of line haul freight charges. Charges other than line haul freight charges, including, but not limited to accessorials and full value coverage will remain due and owing by the shipper. Shipper will be required to file a Saia Guaranteed claim within 30 days of the date of shipment to have line haul charges voided.

## SECTION II - LIMITATIONS

1. Saia shall not be liable for any failure to perform its Saia GUARANTEED 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, strikes, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authority of laws, quarantines, civil commotion or hazardous incidents, a state of war, compliance with laws, government regulations, order or requirements, and act or omission of shipper., consignee or owner of goods, or any cause beyond the control of Saia. Does not cover shipments delivered damaged or short/partial deliveries. Customer must utilize Carrier's OS&D claims process to file claims for damaged items or short/partial deliveries.
2. Saia Guaranteed 12 will not be considered a failure if the consignee location is further than 50 miles from destination terminal and the shipment is delivered by 5 p.m. Should Saia fail to deliver the shipment within standard transit days then the shipper will be required to file a Saia Guaranteed claim.
3. Saia Guaranteed is NOT available on shipments as follows:
  - a. Collect on Delivery (COD) shipments.
  - b. Shipments to: Convention Centers; Private Residence; Food or Grocery Warehouses.
  - c. Shipments subject to Exhibition Sites/Trade Shows Pick up or Delivery Item 1035 of this tariff.
  - d. Shipments of Prohibited or Restricted Articles as name in Item 109 of this tariff.
  - e. Over-length shipment (8 feet long or greater).
  - f. Shipments requiring appointments and/or specific window time deliveries.
  - g. Hazardous Materials requiring segregation.
  - h. Shipments to points not served direct by Saia, including points served by interline partner or agent.
  - i. Shipments 10,000 pounds and over.
  - j. Volume rated shipments and/or shipments moving under a head load flat quote. Includes shipments rated with Item 390 Capacity Load or Item 111 Cubic Capacity Shipments.
  - k. Shipments requiring sort and segregation.
  - l. Shipments consigned to military installations.
  - m. Shipments moving under provisions of Item 370.
  - n. Shipments involving spotted trailers at delivery.

- o. Shipments that are dock pick up and will call.
  - p. Shipments requiring pre-notification of delivery.
  - q. Shipments requiring consignee unload.
  - r. Saia Guarantee product is not available to new terminals opening for up to 90 days. Currently this exclusion includes: Wilmington, DE.
- 4. Additional charges for Saia Guaranteed will **not** be subject to incentive discount provisions.
- 5. Saia Guaranteed applies only during "Business Hours" on "Business Days", excluding "Holidays".
- 6. All shipments scheduled for pick up, delivery, or in transit on the following designated holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the prior Friday will be considered as a holiday. Any holiday coding will add a day of service to transit times.
- 7. Saia Guaranteed is excluded when scheduled delivery dates are during designated blackout periods (December 20 through January 3)
- 8. Shipments to/from Canada are eligible for Saia Guaranteed service.

### SECTION III - DEFINITIONS

#### DELIVERED ON SCHEDULE:

- 1. **GUARANTEED DAY:** When shipment is delivered on the Saia published standard service date or when it is available for delivery on the Saia published standard service date but is not delivered because of:
  - a. Unavailability of the consignee.
  - b. Refusal by the consignee to accept the shipment.
  - c. Inability of the consignee to pay for all charges due at the time of delivery if the consignee does not have established credit with Saia.
  - d. Other circumstances controlled by the consignee that prevent delivery.

**BUSINESS DAY:** Monday through Friday, excluding Holidays and Blackout days.

**BUSINESS HOURS:** 8 a.m. till 5 p.m. (local time)

## **ITEM 1020A EXTREME GUARANTEE (XG) – CANCEL 10/28/18**

## **ITEM 1020B SAIA RETAIL DELIVERY ASSURANCE**

### **Definition:**

Saia Retail Delivery Assurance (XA) is a guarantee of shipments going to Walmart Distribution Center and/or Sam's Distribution Center (DC) locations for those eligible customers. The guarantee only applies to the on-time delivery portion of a shipment.

### **Charges:**

The charge for Saia Retail Delivery Assurance (XA) will be 30% of the net freight charges subject to a \$53.00 minimum charge per shipment.

### **Eligibility Requirements:**

1. Customer must be registered by a Saia Account Executive (sales representative) to participate. Written confirmation will be supplied to the customer by Saia.
2. For shipments tendered on or after August 1, 2017, subject to the terms and conditions of this guarantee, Carrier will, at its option, refund to Customer or credit Customer's account the transportation charges, including accessorials and fuel surcharge requested by the debtor, if Carrier fails to meet the on-time delivery of the Saia Retail Delivery Assurance guarantee, subject to certain exclusions. Charges for full value coverage will not be refunded or voided if Carrier fails to meet the requirements of Saia Retail Delivery Assurance guarantee.
3. Saia Retail Delivery Assurance guarantee covers only pre-paid Less-Than-Truckload (LTL) shipments to Walmart and/or Sam's DC locations.
4. Saia Retail Delivery Assurance applies to delivery within normal business transit days (Monday through Friday). Should a required delivery date fall on a weekend (Saturday or Sunday), please reach out to our Custom Solutions Team at 888-999-7242.
5. The scheduled delivery date for additional day of service zips reflect the additional day (s) transit as noted. Please visit [www.saia.com](http://www.saia.com) for transit times on additional service day points.

### **Exclusions:**

1. Appointments arranged by the Consignee for dates beyond the scheduled service date will override Saia Retail Delivery Assurance guarantee.
2. Shipments that are reconsigned. The charge for provisions in this item will be cancelled and no guarantee will be offered.
3. Shipments requiring protection from freezing.
4. Any DC locations outside of Saia's direct coverage area.

### **Guarantee:**

In the event the carrier fails to deliver the shipment by the last day of the customer's designated delivery window, the customer may file for reimbursement of the freight charges within 15 days from the last day of the guarantee window. The request for invoice adjustment can be made by submitting an email to [xa@saia.com](mailto:xa@saia.com).

If the consignee refuses the shipment or is unable to receive the shipment up to 5 p.m. of the last day of the customer-defined window, the freight charges in its entirety (including the XA upcharge) will still apply; however, the guarantee will not apply. The delivery receipt and/or electronic delivery information will be used to identify when the shipment was tendered for delivery.

Shipments requiring storage will begin at 7 a.m. the second business day, following standard transit date, based on normal transit standards. Storage charges apply to business days only. If the first date in the window delivery is within two business days of standard transit date, then no charge will apply. Storage charges will accrue to the payor of the freight charges. For more information regarding storage and on-hand freight, please review the Saia 170 D rules tariff Item 910-On Hand and Storage which is available to the general public at [www.saia.com](http://www.saia.com).

If a shipment is delivered with exception (shortage or damages still subject to freight liability as outlined in the Saia 170 D rules tariff Item 108 Carrier Liability for Cargo Loss and Damage which is available to the general public at [www.saia.com](http://www.saia.com), or any applicable customer-specific contract liability clauses. In all cases of freight loss or damage, a claim must be filed with the Saia Claim's Department.

The guarantee and additional charges will still apply in the event the carrier is unable to deliver this shipment within the time and date specified due to causes beyond the control of the carrier, including but not limited to: Acts of God; Acts or omissions by shipper, consignee, owner of goods or public authority; the existence of violence or such possible disturbances creating reasonable apprehension of danger; the public enemy; government regulations; orders or requirements; riots; severe weather or other disasters that disrupt ground transportation networks; strikes or labor disputes.

Saia will not be liable for any consequential or special damages, including and not limited to charge backs, brokerage fees, lost profits, attorney's fees, if it fails to deliver all or part of this shipment or fails to meet the agreed date and time of the delivery.

## **ITEM 1030 OVERCHARGE CLAIMS – FILING PROCEDURES**

1. Claims for overcharge, duplicate payment, or over collection must be accompanied by sufficient information to allow Carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
2. Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
  - a. The rate, classification, or commodity description or weight claimed to have been applicable.

- b. Complete tariff authority for the rate, classification, or commodity description claimed.
  - c. Freight bill payment information.
  - d. Other documents or data that substantiate the claim.
3. Claims for duplicate payment and over collection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.
4. Carrier may accept copies instead of the original documents required to be submitted in this item where the Carrier is furnished with an agreement entered into by claimant which indemnifies the Carrier for subsequent duplicate claims which might be filed and supported by the original documents.
5. Except for the revocation of discounts or other charges arising from non-payment of freight bills, Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges.
6. Shipper or Payor must contest the original bill or file a claim for overcharge within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper and Payor shall not have the right to withhold or offset the payment of invoiced freight charges for any reason, including but not limited to, overcharge claims and claims for lost or damaged goods.
7. Carrier incorporates by reference the provision of 49 C.F.R. Part 378 as the minimum requirements for the presentation and investigation of claims for overcharges, duplicate payments and over collection of charges. Claims must be presented within the time periods prescribed by law but in no instance later than 180 days from the date of original freight bill presentation. Short payment or taking credit for any freight bills by any party is not permitted.

### **ITEM 1031 US-CANADA BORDER CLEARANCE FEE**

All shipments crossing the US-Canada border that clear the Canadian Customs at the United States/Canadian border are subject to a \$39.00 (US Currency) Border Services Fee per shipment in addition to all other applicable charges.

### **ITEM 1032 BORDER DELAY CHARGE**

When through no fault of the Carrier, loaded or partially loaded vehicles are delayed at the United States/Canada border crossing points charges will be assessed as follows:

\$65.00 per hour

Delay time is computed from the time the vehicle is positioned in the line leading to a U.S. or Canadian Customs Facility and will end when documentation has been presented to a customs official, less free time of 1 hour. Charges will be assessed to the payer of the freight charges.

## **ITEM 1033 FOREIGN TARIFFS**

Base rating tariffs not published by Saia are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's bills, and the bill indicates origin and/or destination U. S. and/or Canadian postal ZIP codes that are not identified and included within the foreign tariff, then rating of the shipment will be accomplished using the current version of Tariff Saia5700 (includes standard discounts published as part of Saia 670).

## **ITEM 1034 PUERTO RICO CHARGES TO PORT OF SAN JUAN**

Unless specifically published within the Saia 670 or in an individual contract with Saia the following ocean rates will apply:

\$2.52 cft; \$9.50 cwt (whichever is greater) subject to a \$157.50 minimum charge.

Documentation Fee: \$56.50 per bill of lading.

Ocean fuel (See Item 1005A) in effect at time of shipment will apply.

Shippers export declaration

If Saia is required to fill out documentation, there will be a fee of \$45.00 for SED form. This charge will follow the terms of the bills of lading subject to section 7 of the rules in the NMFC.

Shipments delivered to Saia's Jacksonville, FL dock are subject to Item 887.

See Item 1037 for Island Delivery Rates and Fuel Surcharge.

Shipments Exit Jacksonville, FL export to Puerto Rico will not be subject to notification chargers.

**Port Security Charge for San Juan, PR** - Freight picked up or delivered to docks, piers, or wharves at the port in San Juan, PR will not be subject to an additional charge.

**Puerto Rico Scanning Fee** - Puerto Rico Ports Authority Cargo Facility Surcharge (includes Puerto Rico Ports Authority Enhanced Scanning Fee for SB shipments) will not be subject to an additional charge.

## **ITEM 1035 EXHIBITION SITES/TRADE SHOWS PICK UP OR DELIVERY**

Shipments originating at or destined to exhibition sites, trade shows, or advanced warehouses will be subject to an additional charge as indicated below. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item.

The charge for this service will be \$6.88 cwt subject to a minimum charge of \$53.00 per shipment and a maximum charge of \$318.00 per shipment.

Class 125 will apply on exhibition material.

Freight charges must be prepaid on all shipments consigned to trade shows or exhibition sites. If such shipments are inadvertently accepted with a bill of lading marked collect or on which Section 7 has been executed, the shipment will be prepaid despite such designation.

### **ITEM 1036 E O M (END OF MONTH PROGRAM) APPLICATION OF ALLOWANCES, COMMISSIONS, INCENTIVE REBATES AND VOLUME INCENTIVES**

Except as otherwise provided, all individual allowances, commissions, incentive rebates, and volume incentives applied by Carrier are governed by this publication.

1. Unless otherwise indicated in specific individual allowances, commissions, incentive rebates, and volume incentives will apply on paid bills only. Loading allowances will be applicable on outbound shipments only, and unloading allowance will be applicable on inbound shipments only.
2. Unless otherwise indicated in specific publications, payment for individual allowances, commissions, incentive rebates, and volume incentives is not applicable on fuel surcharge, minimum charge shipments, Saia Select shipments, interline shipments or volume shipments.
3. Unless otherwise indicated in specific publications individual allowances, commissions, incentive rebates, and volume incentives can apply either when the EOM customer is the Payor of the freight bill or when its pricing applies to the bill, with the exception to loading/unloading allowances, which must be specified.
4. Allowances, commissions, incentive rebates, and volume incentive programs determined by monthly revenue will be based on revenue when the EOM customer is paying the freight charges.
5. Allowances, commissions, incentive rebates, and volume incentive programs will not be applicable on any freight bill where freight charges are paid after 12 months of freight bill date.
6. Allowances, commissions, incentive rebates, and volume incentive programs are subject to minimum check payment amount requirements as follows:
  - a) Should a participant in an allowance, discount or incentive program fail to tender or receive a sufficient volume of business to earn a payment from Saia of \$50.00 or more in a period (month, quarter or year as defined in the program), no payment will be made.
  - b) Each period will stand on its own for payment computation purposes. Revenues or payments will not be accrued from one period to the next in order to meet the minimum payment requirement.
  - c) Should a participant fail to meet the \$50.00 minimum payment requirement for three consecutive periods the allowance, discount or incentive program will be rendered inapplicable and will be cancelled.

## **ITEM 1037 PUERTO RICO ISLAND DELIVERY RATES AND FUEL SURCHARGE**

CITY	LCL	CUBIC FT	MIN CHG	1 TO 2999#	3000# TO 5999#	6000# & UP	MAX CHG
ADJUNTAS	4	0.59	49.00	5.90	4.25	3.77	471.00
AGUADA	4	0.59	49.00	5.90	4.25	3.77	471.00
AGUADILLA	4	0.59	49.00	5.90	4.25	3.77	471.00
AGUAS BUENAS	2	0.37	44.00	3.75	2.73	2.61	249.50
AGUIRRE	3	0.49	45.50	4.96	3.28	3.01	342.50
AIBONITO	4	0.59	49.00	5.90	4.25	3.77	471.00
ANASCO	4	0.59	49.00	5.90	4.25	3.77	471.00
ANGELES	3	0.49	45.50	4.96	3.28	3.01	342.50
ARECIBO	3	0.49	45.50	4.96	3.28	3.01	342.50
ARROYO	3	0.49	45.50	4.96	3.28	3.01	342.50
BARCELONETA	3	0.49	45.50	4.96	3.28	3.01	342.50
BARRANQUITAS	3	0.49	45.50	4.96	3.28	3.01	342.50
BARRIO PALMA	1	0.35	43.00	3.65	2.69	2.57	194.00
BAYAMON	1	0.35	43.00	3.65	2.69	2.57	194.00
BOQUERON	5	0.64	51.50	6.20	4.25	3.96	545.50
CABO ROJO	5	0.64	51.50	6.20	4.25	3.96	545.50
CAGUAS	2	0.37	44.00	3.75	2.73	2.61	249.50
CAMUY	3	0.49	45.50	4.96	3.28	3.01	342.50
CANOVANAS	2	0.37	44.00	3.75	2.73	2.61	249.50
CAPARRA HEIGHTS	1	0.35	43.00	3.65	2.69	2.57	194.00
CAROLINA	2	0.37	44.00	3.75	2.73	2.61	249.50
CATANO	1	0.35	43.00	3.65	2.69	2.57	194.00
CAYEY	3	0.49	45.50	4.96	3.28	3.01	342.50
CEIBA	3	0.49	45.50	4.96	3.28	3.01	342.50
CIALES	3	0.49	45.50	4.96	3.28	3.01	342.50
CIDRA	3	0.49	45.50	4.96	3.28	3.01	342.50
COAMO	3	0.49	45.50	4.96	3.28	3.01	342.50
COMERIO	3	0.49	45.50	4.96	3.28	3.01	342.50
COROZAL	3	0.49	45.50	4.96	3.28	3.01	342.50
COTO LAUREL	4	0.59	49.00	5.90	4.25	3.77	471.00

## SAIA SERIES 170-D RULES TARIFF

CUPEY	1	0.35	43.00	3.65	2.69	2.57	194.00
DORADO	2	0.37	44.00	3.75	2.73	2.61	249.50
FAJARDO	3	0.49	45.50	4.96	3.28	3.01	342.50
FLORIDA	3	0.49	45.50	4.96	3.28	3.01	342.50
FORT BUCHANAN	1	0.35	43.00	3.65	2.69	2.57	194.00
GUANICA	4	0.59	49.00	5.90	4.25	3.77	471.00
GUAYAMA	3	0.49	45.50	4.96	3.28	3.01	342.50
GUAYANILLA	4	0.59	49.00	5.90	4.25	3.77	471.00
GUAYNABO	1	0.35	43.00	3.65	2.69	2.57	194.00
GURABO	2	0.37	44.00	3.75	2.73	2.61	249.50
HATILLO	3	0.49	45.50	4.96	3.28	3.01	342.50
HATO REY	1	0.35	43.00	3.65	2.69	2.57	194.00
HATO TEJAS	2	0.37	44.00	3.75	2.73	2.61	249.50
HORMIGUEROS	5	0.64	51.50	6.20	4.25	3.96	545.50
HUMACAO	3	0.49	45.50	4.96	3.28	3.01	342.50
ISABELA	3	0.49	45.50	4.96	3.28	3.01	342.50
ISLA VERDE	2	0.37	44.00	3.75	2.73	2.61	249.50
JAYUYA	5	0.64	51.50	6.20	4.25	3.96	545.50
JUANA DIAZ	3	0.49	45.50	4.96	3.28	3.01	342.50
JUNCOS	3	0.49	45.50	4.96	3.28	3.01	342.50
LAJAS	5	0.64	51.50	6.20	4.25	3.96	545.50
LARES	4	0.59	49.00	5.90	4.25	3.77	471.00
LAS MARIAS	5	0.64	51.50	6.20	4.25	3.96	545.50
LAS PIEDRAS	3	0.49	45.50	4.96	3.28	3.01	342.50
LEVITTOWN	1	0.35	43.00	3.65	2.69	2.57	194.00
LOIZA	2	0.37	44.00	3.75	2.73	2.61	249.50
LUQUILLO	3	0.49	45.50	4.96	3.28	3.01	342.50
MANATI	3	0.49	45.50	4.96	3.28	3.01	342.50
MARICAO	5	0.64	51.50	6.20	4.25	3.96	545.50
MAUNABO	3	0.49	45.50	4.96	3.28	3.01	342.50
MAYAGUEZ	4	0.59	49.00	5.90	4.25	3.77	471.00
MERCEDITA	4	0.59	49.00	5.90	4.25	3.77	471.00
MIRAMAR	1	0.35	43.00	3.65	2.69	2.57	194.00
MOCA	4	0.59	49.00	5.90	4.25	3.77	471.00
MOROVIS	3	0.49	45.50	4.96	3.28	3.01	342.50
NAGUABO	3	0.49	45.50	4.96	3.28	3.01	342.50
NARANJITO	3	0.49	45.50	4.96	3.28	3.01	342.50
OLD SAN JUAN	1	0.35	43.00	3.65	2.69	2.57	194.00

## SAIA SERIES 170-D RULES TARIFF

OROCOVIS	3	0.49	45.50	4.96	3.28	3.01	342.50
PALMER	4	0.59	49.00	5.90	4.25	3.77	471.00
PATILLAS	4	0.59	49.00	5.90	4.25	3.77	471.00
PENUELAS	4	0.59	49.00	5.90	4.25	3.77	471.00
PONCE	4	0.59	49.00	5.90	4.25	3.77	471.00
PUEBLO VIEJO	1	0.35	43.00	3.65	2.69	2.57	194.00
PUERTA DE TIERRA	1	0.35	43.00	3.65	2.69	2.57	194.00
PUERTO NUEVO	1	0.35	43.00	3.65	2.69	2.57	194.00
PUNTA SANTIAGO	3	0.49	45.50	4.96	3.28	3.01	342.50
QUEBRADILLAS	3	0.49	45.50	4.96	3.28	3.01	342.50
RAMEY	4	0.59	49.00	5.90	4.25	3.77	471.00
RINCON	5	0.64	51.50	6.20	4.25	3.96	545.50
RIO GRANDE	2	0.37	44.00	3.75	2.73	2.61	249.50
RIO PIEDRAS	1	0.35	43.00	3.65	2.69	2.57	194.00
SABANA GRANDE	4	0.59	49.00	5.90	4.25	3.77	471.00
SABANA HOYOS	2	0.37	44.00	3.75	2.73	2.61	249.50
SABANA SECA	1	0.35	43.00	3.65	2.69	2.57	194.00
SALINAS	3	0.49	45.50	4.96	3.28	3.01	342.50
SAN GERMAN	5	0.64	51.50	6.20	4.25	3.96	545.50
SAN JUAN	1	0.35	43.00	3.65	2.69	2.57	194.00
SAN LORENZO	3	0.49	45.50	4.96	3.28	3.01	342.50
SAN SEBASTIAN	4	0.59	49.00	5.90	4.25	3.77	471.00
SANTA ISABEL	3	0.49	45.50	4.96	3.28	3.01	342.50
SANTRUCE	1	0.35	43.00	3.65	2.69	2.57	194.00
ST JUST	2	0.37	44.00	3.75	2.73	2.61	249.50
TOA ALTA	2	0.37	44.00	3.75	2.73	2.61	249.50
TOA BAJA	2	0.37	44.00	3.75	2.73	2.61	249.50
TRUJILLO ALTO	2	0.37	44.00	3.75	2.73	2.61	249.50
UTUADO	4	0.59	49.00	5.90	4.25	3.77	471.00
VEGA ALTA	2	0.37	44.00	3.75	2.73	2.61	249.50
VEGA BAJA	3	0.49	45.50	4.96	3.28	3.01	342.50
VIEQUESO, ISLAND OF PUERTO RICO - PICK-UP IN FAJARDO	3	0.49	45.50	4.96	3.28	3.01	342.50
VILLALBA	4	0.59	49.00	5.90	4.25	3.77	471.00
YABUCOA	3	0.49	45.50	4.96	3.28	3.01	342.50
YAUCO	4	0.59	49.00	5.90	4.25	3.77	471.00

Island Fuel Surcharge 15%

## **ITEM 1039 SHIPPER LOAD OR CONSIGNEE UNLOAD**

In lieu of pick up or delivery service and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles, under the following conditions unless a separate agreement between Carrier and Customer applies:

- A. **SHIPPER LOAD** - when prearranged with Carrier's local operations, Carrier will spot or drop trailer at that Shipper's loading facility so the Shipper may load the trailers or vehicles at its convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner unless a contract between Carrier and Shipper provides otherwise:
1. At pick-up, Carrier will include "SL&C" on the bill of lading, indicating the Shipper counted and loaded the shipment without Carrier's driver present. The shipper will properly block and brace the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties, if the Shipper has in fact performed the counting and loading without a representative from Carrier present.
  2. Carrier will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined.
  3. Carrier will notify the Shipper's representative by fax or e-mail on a carrier approved form of any exceptions within 24 hours of first unloading of the pick up unit. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.
  4. Shortages will be reported as above by the handling unit count. The Shipper will advise Carrier disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage, the Shipper will allow Carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.
  5. Carrier will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature or shortage is within the shipper wrapped pallet that was delivered intact. In this respect, any claim following will be settled based on the findings of the investigation.
  6. Carrier can be responsible for handling units only as applicable and to the extent that a piece count cannot be verified. Individual item numbers, carton numbers, and purchase order number shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.
  7. Carrier will not decline liability of claims just because the bill of lading is noted "SL&C". The burden is Carrier's to either provide a clear proof of delivery, a

properly reported exception or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.

8. Other than normal wear and tear or an Act of God, damages or loss to Carrier's equipment while in the shipper's physical possession will be the liability of Shipper. The shipper will promptly reimburse Carrier for the cost of repairing or replacing such equipment.
9. Shipper or Consignee, as applicable, will defend, indemnify, and hold Carrier harmless from any and all claims (including costs and attorney's fees) made against carrier for bodily injury or property damage that occurs as a result of any negligence or other failure to load cargo on Carrier's trailer properly.

B. **CONSIGNEE UNLOAD** - Carrier will drop or spot trailers or vehicles at the Consignee's facility so the receiver may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner unless a separate contract between Carrier and Shipper or Consignee applies:

1. Carrier agrees to spot or drop trailers or vehicles at Consignee's place of business for Consignee to complete the unloading process within normal free time or otherwise agreed to in writing. See item 500 and 501 for details on normal free time.
2. Consignee will not utilize Carrier's equipment for any use other than the express purpose of unloading.
3. When the Consignee fails to report to Carrier's local service center that equipment is empty and available to Carrier for removal, it will be subject to detention rules and charges. See item 500 and 501 for details on detention rules and charges page.
4. Other than normal wear and tear or an Act of God, damages or loss to Carrier's equipment while in the Consignee's physical possession will be the liability of the Consignee. The consignee will promptly reimburse Carrier for the cost of repairing or replacing such equipment.
5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the Consignee has in fact performed the counting and unloading without a representative from Carrier present.
6. Carrier will provide sealed trailers with the Carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.
7. Delivery receipts will be signed by the Consignee at time the trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.
8. The Consignee agrees to notify Carrier by fax or email on the carrier delivery receipt or a pre-approved form of any exceptions within 24 hours of the trailer

being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped. The consignee is responsible to provide proof of proper and timely notification back to the carrier in the event of a claim.

9. Notice of any exception is to be faxed on the mutually approved form to the attention of the local terminal's OS&D associate.
10. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.
11. Carrier shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers, carton numbers, and purchase order number shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pick up, or as applicable, properly reported as received on a Shipper Load and Count trailer.
12. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will not be held responsible for product stolen while in the possession of the Consignee.
13. Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is Carrier's to provide a clear proof of delivery when the documents are returned to the Carrier. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.
14. Carrier will accept liability for any loss or damage to product that has been properly reported unless the loss or damage is one of a concealed nature. In this respect any claim following will be settled based on the findings of the investigation.

**C. CONSIGNEE LIVE UNLOAD –**

1. When requested by Consignee and agreed to by Carrier, Consignee may live unload its freight from Carrier's trailer. Consignee must give Carrier's driver access to the loading dock to observe the condition of the freight and the unloading process.
2. If Consignee refuses to give Carrier's driver access to the loading dock or trailer to observe the unloading process, the following rules apply:
  - a. Consignee must sign the delivery receipt before it begins unloading freight. Any damages or exceptions later reported by Consignee will be treated as concealed damage.
  - b. If Consignee does not sign delivery receipt, driver will notate the delivery receipt, and driver's signature will constitute clear delivery.
  - c. Consignee must not damage Carrier's trailer or freight belonging to other customers of Carrier. Consignee agrees to defend, indemnify, and hold Carrier harmless for all property damage and freight damage that it causes.

- d. Consignee and its employees assume all risk of entering Carrier's trailer. Consignee and its employees waive and release all claims against Carrier for personal injury that occurs in Carrier's trailer or otherwise during unloading of freight. Consignee agrees to defend, indemnify, and hold Carrier harmless for all claims arising from personal injury that occurs in Carrier's trailer or otherwise during unloading of freight.

**D. SHIPPER LIVE UNLOAD –**

1. When requested by Shipper and agreed to by Carrier, Shipper may live load its freight to Carrier's trailer. Shipper must give Carrier's driver access to the loading dock to observe the condition of the freight and the loading process.
2. If Shipper refuses to give Carrier's driver access to the loading dock or trailer to observe the loading process, the following rules apply:
  - a. Shipper must sign the Bill of Lading with notation "Driver Not Allowed on Dock" before it begins loading freight. Shipper must notate on the Bill of Lading with handling units loaded. Carrier's signature on the Bill of Lading will not establish receipt of freight in good condition. Any exceptions later discovered by Carrier will be deemed to exist at time freight was loaded. Carrier will not be liable for shortages within a palletized unit.
  - b. Shipper must not damage Carrier's trailer or freight belonging to other customers of Carrier. Shipper agrees to defend, indemnify, and hold Carrier harmless for all property damage and freight damage that it causes.
  - c. Shipper and its employees assume all risk of entering Carrier's trailer. Shipper and its employees waive and release all claims against Carrier for personal injury that occurs in Carrier's trailer or otherwise during unloading of freight. Shipper agrees to defend, indemnify, and hold Carrier harmless for all claims arising from personal injury that occurs in Carrier's trailer or otherwise during unloading of freight.

**ITEM 1040 STURGIS BIKE RALLY**

Shipments to Sturgis, South Dakota during the last two weeks in July through the first two weeks in August are subject to a \$106.00 fee. Contact names and phone numbers are mandatory.

**ITEM 1041 NMFC EXCEPTION**

NMFC Items 300530, 300160, and 400150, each entitled "DISPUTE RESOLUTION," shall not apply to any freight damages claim filed against Saia, any freight charges claim filed by Saia, or any other claim, dispute, or litigation filed by or against Saia arising from any freight transported by Saia or any shipment otherwise subject to this Tariff.

**ITEM 1042 OPERATING AUTHORITY / NMFC EXCEPTION**

Saia will generally transport freight tendered to it pursuant to its authority to operate as an interstate motor carrier pursuant to MC # 87511. However, Saia reserves the right to provide transportation service through its brokerage authority, rather than acting as motor carrier. In the event Saia chooses to handle a shipment as a broker, Saia liability and obligations shall be as a broker and

not a carrier. In the event that Saia, acting as a broker, is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that Saia is the carrier. When operating as a broker, Saia shall have no liability for cargo loss. Section 1(a) of the Uniform Straight Bill of Lading, from NMFC Item 365, shall not apply when Saia operates pursuant to its broker authority.

### **ITEM 1045 FORCE MAJEURE**

Nothing in this Tariff shall require Carrier to provide service at any location from or to which it is impracticable, through no fault or neglect of Carrier, to operate vehicles because of:

- A) The condition of roads, streets, driveways, or alleys;
- B) Inadequate loading or unloading facilities; or
- C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

### **ITEM 1046 FLATBED LOADS**

Unless otherwise informed by shipper or consignor, Carrier accepts goods for transportation in the LTL environment and using LTL equipment, and shipments must be packaged for handling in the LTL environment and for transportation on LTL equipment. A shipper desiring transportation of flatbed loads or the use of flatbed equipment must inform Carrier at the time the shipment is booked and must write "FLATBED" in one inch letters on the bill of lading. For flatbed shipments, Carrier will impose a \$75 flatbed charge or, when the characteristics of the freight require it, will convert the shipment to a truckload shipment and re-rate the shipment at truckload rates. If re-rated at truckload rates, the shipment is subject to a limitation of \$1 per pound for loss or damage. See Item 108, Section 13.

When a flatbed shipment is tendered to Carrier without prior notification as required by this item and the shipment is handled in the ordinary LTL environment, Carrier is not liable for loss, damage, or destruction of the freight if the freight is not packaged for handling in the LTL environment as specified in Item 108, Section 18.

### **ITEM 1047 CANADA ROAD CLOSURE SURCHARGE**

Shipments moving through the impacted corridor will be assessed the following: \$1.35 per hundred pounds, subject to a minimum charge of \$17.75, and a maximum charge of \$500.00 per shipment.

## **ITEM 50100 EXPLANATION OF ABBREVIATIONS FOR STANDARD USE THROUGHOUT THE TARIFF**

<b>Abbreviation</b>	<b>Definition</b>
AFB	Air Force Base
a/k/a (aka)	Also known as
AQ	Any Quantity
ATA	American Trucking Associations, Inc.
Auth	Authority
C	Denotes 100 pounds
CN	Canada
c/o	Care of
COD	Collect on Delivery
Col	Column
Conc	Concluded
Cont	Continued
CR	Certificate of Registration
Cwt	Per 100 pounds
Cy	County
d/b/a (dba)	Doing business as
Dkt	Docket
DOT	Department of Transportation
E	East
HGB	Household Goods Carriers Bureau
Hwy	Highway
Jct	Junction
KD	Knocked down
KDF	Knocked down first
LTL	Less than truckload
M	Denotes thousand pounds
MC	Minimum Charge
M.C.C. (MCC)	Motor Common Carrier
MF	Motor Freight
Min	Minimum

MT (Mt)	Mount
MW	Minimum Weight in pounds, except as otherwise provided
MX	Mexico
N	North
NMF (NMFC)	National Motor Freight Classification
NMFTA (NMF)	National Motor Freight Traffic Association, Inc.
NO	Number
NOS	Numbers
NOI	Not otherwise more specifically described in NMFC
OZ	Ounce
PAR	Parish
PCF	Per Cubic Foot
Saia	Saia Motor Freight Line, LLC
S	South
Sec	Section
SMC	Southern Motor Carriers
SPLC	Standard Point Location Code
STB	Surface Transportation Board
SU	Set-Up
Sup	Supplement
SLC	Shipper Load and Count
STC	Said to contain
Thru	Through
TL	Truckload
UTC	Unable to count
Viz	Namely
VMW	Volume Minimum Weight in pounds, except as otherwise noted
VOL	Volume
Vol min wt	Volume minimum weight
W	West
Wt	Weight