

# **DUBL TARIFF 125-B**



**(MC 562044)**

Naming Rules and Accessorial Charges  
Applying on  
Interstate and Intrastate Commerce  
(For reference to Governing Publications, see Item 100)

## **RULES TARIFF**

This tariff Applies on Inbound and Outbound Traffic

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**Item 100      Governing Publications**

This tariff is governed, except as otherwise provided herein, by the following publications, including supplements thereto and subsequent reissues thereof AND is applicable on either Interstate or Intrastate shipments, as the case may be, unless otherwise specifically indicated:

- 1) National Motor Freight Classification Series 100, Supplements thereto or reissues thereof.
- 2) Mileage Guide No. 17, STB HGB 100-F, Supplements thereto or reissues thereof.

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## **Item 110 Definitions and Abbreviations**

Business Day The term shall mean each day, Monday thru Friday, excluding Holidays.

Cubic Feet The amount of space consumed by a shipment, measured as LxWxH.

DUBL Dugan Truck Line LLC.

LTL Less than Truckload; shall mean all shipments subject to LTL ratings in the NMFC Series 100, supplements thereto or reissues thereof, weighing 19,999 pounds or less. Shipments weighing between 10,000 and 19,999 shall be rated at the 10,000 pound LTL rate less any applicable discount. Shipments that weigh 20,000 pounds or more shall be rated at the actual weight using the 10,000 pound LTL rate level less any applicable discount.

NMFC National Motor Freight Classification Series 100, Supplements thereto and reissues thereof.

PCF Pounds per Cubic Foot

Shipment A "shipment" is a lot of freight received from one consignor at one point (or places within the confines of a single plant), on one day consigned to one consignee at one address and destination and covered by on the Bill of Lading.

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**Item 150**      **Application of Rates**

In no case shall the charge for any single shipment be greater than the charge for a greater quantity of the same kind of freight at the rate and weight applicable to such greater quantity of freight, all other particulars of the shipment being the same.

All shipments shall be rated at full applicable class rates from the DUBL 100 Series Class Rate Tariff in effect at the time of the shipment, unless subject to the terms of any published Rate Agreement, Contract or Numbered Rate Quote issued in writing by DUBL.

Unless otherwise indicated, where there exists more than one applicable rate contained in one or more Rate Agreement or Contract published by DUBL, the terms of said Rate Agreements or Contracts shall be assumed to alternate, with the lesser charges applying. Shipments subject to a Numbered Rate Quote will be subject to that rate only, and will not alternate with any other published Rate Agreement or Contract.

In instances where there exists an applicable commodity rate / pallet rate and a class rate for the same lane contained in a Rate Agreement or Contract published by DUBL, the commodity rate will take precedence over the class rate unless otherwise specified in the Rate Agreement or Contract. Application of the applicable rate will determine the liability as set forth on Item 570.

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**Item 160**      **Application of Tariff**

The provisions of this Rules Tariff apply in connection with any published Class or Commodity Rate Tariff, Rate Agreement, Numbered Rate Quote or Contract (unless otherwise specifically mentioned), issued by DUBL and will be applicable on Interstate and/or Intrastate shipments.

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**Item 171**      **Application of Classes (Exception to Item 171, STB NMF**  
**Series 100)**

The provision of NMFC Item 171 (Bumping) will not apply when the applicable pricing program provides for a class exception or freight all kinds (FAK) class.

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## **Item 180**

## **Application of Rates – Pallets**

### **1. Pallets Defined.**

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, platforms, shipping racks, or skids not exceeding 40"X48"X 54". Pallets, platforms, shipping racks, or skids that exceed specified parameters will be assessed additional charges. The driver will sign only for the number of pallets, not the number of pieces.

### **2. Calculating charges when "pallet or pallets" exceed the specified published parameters**

In the event that a pallet or pallets on a shipment exceed the defined parameters set forth on the pricing agreement, an additional pallet charge will be assessed for each parameter excess. Example: published pricing is \$60.00 per pallet maximum weight not to exceed 1000# per pallet and dimensions of pallet not to exceed 48" x 48" x 54"; if shipment consists of one pallet 48" x 48" x 48" weighing 1500#, a charge for an additional pallet will be assessed, \$60.00 for the published rate and \$60.00 for the additional weight for a total of \$120.00, if the pallet should weight 2500#, an additional \$120.00 would be assessed for a total of \$180.00:

If shipment consists of one pallet 48" x 60" x 48" weighing 950#, a charge for an additional pallet will be assessed, \$60.00 for the published rate and \$60.00 for the additional space for a total of \$120.00

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**Item 190**     **Guaranteed Service**

1. Shipments requiring Guaranteed Service will only be handled on Spot Quote basis. Charges will be assessed based on the Spot Quote provided unless additional accessorial services are requested after shipment has been picked up by Dugan. In the event of additional accessorial services being provided, they will be based on Dugan Rules and will be in addition to the Spot Quote. In the event the agreed upon Guaranteed service cannot be provided, the charges will be the applicable rates customer would receive under his current discount agreement with Dugan.
2. The Spot quote will be subject to a min Guaranteed Charge of \$150.00 in addition to customer's regular freight charges.

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**Item 200**      **Bills of Lading**

A separate Bill of Lading conforming to the provisions of the National Motor Freight Classification Series 100 Rules must always be issued for each shipment and must include the name and address of one consignor and one consignee only. The Bill of Lading constitutes the complete contract of carriage between DUBL and the consignor. Particulars as to descriptions in the NMFC, and include the type of packaging used. NMFC Item and Sub numbers may be used in addition to, but not in place of commodity descriptions. DUBL reserves the right to inspect shipments where necessary to determine proper classification. When found to be incorrectly described, charges must be collected according to the proper description.

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**ITEM 210 - Bills of Lading – Contract Terms and Conditions**

Unless otherwise agreed to in writing, in advance of carriage, contract terms shall be those as indicated in DUBL's Bill of Lading or in STB NMF series 100, item 365 and DUBL rules. Only DUBL officials or personnel authorized to do so by DUBL 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 and Agents employed or hired by DUBL are among those excluded from the category of authorized DUBL personnel. Where a Bill Of Lading, other than the uniform Bill Of Lading or DUBL's, issued by the shipper is signed for by DUBL's driver, that signature only acknowledges receipt of the freight and the intent to delivery.

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**Item 220**      **Bills of Lading – Corrected (Notes 1, 2, & 3)**

Requests for change in freight charge collection status will be accepted under these conditions only:

- 1) Consignor's request to change to Collect before shipment is delivered.
- 2) Consignor's request to change to Third Party Billing.
- 3) Consignor's request to change to Prepaid.
- 4) Consignee's request to change to Collect.
- 5) Third Party Payer's request to change to Third Party Billing.

Note 1) – DUBL will not be required to accept requests for change in freight charge collection status where the responsible party does not have established credit with DUBL, but may do so at their discretion.

Note 2) – DUBL will assess a ©**\$25.00** charge for new billing in addition to all other applicable Charges against the party requesting the change in freight charge collection status.

Note 3) – Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charge collection status will be assessed against the party responsible for payment of the freight charges on the corrected Bill of Lading issued by consignor.

Requests for change in freight charge collection status will not be accepted under these conditions:

- 1) Consignor's request to change to collect after shipment is delivered.
- 2) Consignor's request to change to collect if Section 7 (non-recourse clause) is executed.
- 3) Consignee's request to change to Prepaid or Third Party Billing.
- 4) Requests for changes in piece count, freight description, or weight will not be accepted from consignor or consignee after the shipment has been delivered. Requests made before delivery will be accepted subject to DUBL's confirmation of the amended information. DUBL will assess a \$15.00 charge for new billing in addition to all other applicable charges against the party requesting the change.

All requests for amendment to the terms or particulars of the Original Bill of Lading must be submitted in writing as either a Corrected Bill of Lading or other written request in the form of a Fax, Electronic Mail or Telegram clearly identifying the party making the request for amendment and the change(s) requested.

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**Item 250**      **Bills of Lading – Freight Charge Collection**

The signed Bill of Lading received by DUBL at time of pickup governs the terms of shipping pertaining to payment of freight charges. Freight charges on a Bill of Lading marked "Prepaid" must be paid by the consignor. Freight charges on a bill of Lading marked "Collect" must be paid by the consignee. Freight charges on a Bill of Lading not marked either "Prepaid" or "Collect" are considered as "Prepaid" and must be paid by the consignor.

When a party other than the consignor or consignee on the Bill of Lading is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of Lading at the time of shipment. Consignor must also guarantee payment of charges if the third party fails to pay such charges within the time limit allowed under Federal regulations. Third Party billed shipments will not be accepted if the consignor has executed Section 7 (non-recourse clause).

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**Item 260**      **Late Payment Fees**

- 1 DEFINITION: Payment of all charges listed on the original DUBL invoice that have not been received within 60 calendar days of the date of invoice issued by DUBL, or within a time period agreed to within a written contract, will be considered a late payment.
- 2 COLLECTION FEE: Additionally, late payments will be assessed LTL rates at applicable DUBL 500 rates with Fuel Surcharge and no discount for shipments assigned or placed with a collection agency, attorney or other authorized agent for collection.

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## **Item 270**      **C.O.D. Shipments**

C.O.D. Shipments will be accepted for transportation by DUBL, subject to the following:

- 1) The amount of the C.O.D. must be noted on the Bill of Lading at the time shipment is tendered to DUBL.
- 2) The charge for collecting and remitting the amount of each C.O.D. shipment will be **5%** of the C.O.D. amount, subject to a minimum charge of **\$50.00**.
- 3) Only the following forms of payment will be accepted in payment of the C.O.D. amount:
  - i. Cash up to a maximum of **\$350.00**;
  - ii. Bank Cashier's Checks
  - iii. Bank Certified Check
  - iv. Money Order
  - v. Personal Check of the consignee when so authorized in writing or by endorsement on the Bill of Lading and shipping order by the consignor.

DUBL will accept only written requests from the consignor to return the shipment or to amend the Bill of Lading provisions on C.O.D. shipments subject to the provisions of this item by increasing, reducing, canceling or changing the form of payment of C.O.D. amounts, subject to the following:

- 1) The charge for any amendment regarding the C.O.D. shall be **\$50.00** per shipment.
- 2) All charges accrue under this item must be prepaid or guaranteed to the satisfaction of DUBL.
- 3) DUBL does not obligate themselves to accept the changes provided herein but upon request, a reasonable effort will be made to do so.
- 4) If a request to amend the provisions of a C.O.D. shipment is received after the shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge in addition to the charge for amending the C.O.D. Consignor must guarantee payment of both charges to the satisfaction of DUBL.

Shipments must be tendered on "Uniform Straight Bill of Lading" with the letters "C.O.D." stamped, typed, or wrote on all Bill of Ladings and shipping orders immediately before name of consignee: or "C.O.D." in red letters at least one inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of the bill of lading.

Carrier will not accept shipments with a value of more than \$3000.00. If carrier inadvertently accepts a COD shipment with the amount higher than \$3000.00, carrier's maximum exposure for collection, if any, will not exceed \$3000.00.

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## **Item 280**      **Blind Shipment and Shipment Coordination**

A Charge of **\$150.00** will apply to any shipment when the customer requires DUBL to act as an intermediary in instances when the shipper is unaware of the true destination and/or the consignee is unaware of the true origin, referred to as a Blind Shipment. Requests for this service must be made with the "Blind Shipment Form" as provided on the Dugan Web site, [www.dugantruckline.com](http://www.dugantruckline.com) or available from a customer account representative, completed and emailed to [dispatch@dugantruckline.com](mailto:dispatch@dugantruckline.com).

The required fields on the form can be highlighted and completed on line with Adobe Reader.

1. Request for this service must be made prior to pickup.
2. DUBL must be satisfied that the requestor is the owner of the goods or someone authorized to act on the owner's behalf. DUBL will acknowledge receipt when satisfied that the requestor has the legal authority to control the shipment.
3. The above charge is in addition to all other applicable charges.
4. The charges and provisions of "**Item 575, Marking, Labeling, or Tagging Freight**" will apply if re-labeling is required.
5. Charges for this service and all applicable charges must be billed prepaid and paid by the party requesting this service.
6. This service is not applicable to shipments containing hazardous materials.
7. Time critical shipments will not be afforded this service.

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**Item 300**      **Delivery By Appointment**

When a Bill of Lading is tendered bearing any notation requesting DUBL to perform a specific appointed time of delivery, the charge for this service shall be **\$30.00** per shipment in addition to all other applicable charges. Charges will accrue to the Consignor on Prepaid shipments, and to the Consignee on collect shipments. This charge will also be assessed if there is no request for appointment delivery on the Bill of Lading, but the Consignee has a known policy that delivery may be made only by appointment

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**Item 320**      **Density, Method Of Determining**

When classes are determined by the density of articles, as tendered for shipment, the word "density" means pounds per cubic foot (pcf).

- 1) The cubage of loose articles or pieces, or packaged articles of a rectangular, elliptical or square shape one plane shall be determined by multiplying the greatest straight line dimensions of length, width and 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 division of the weight of the articles, piece or package by the ascertained cubic feet.
- 2) 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 the 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.

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**Item 350**      **Detention Charges – Vehicles With Power Units**

- 1 This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to DUBL. Commencement for the computation of time shall begin when the driver, or a party for DUBL, has notified a responsible party for either the Consignor if detention occurs at pickup or Consignee if detention occurs at delivery, of the arrival of the vehicle for loading or unloading. A representative of the responsible party shall notate on the shipping document (either Bill of Lading or Delivery Receipt) the commencement and completion times. If the responsible party refuses to notate the required times, a party for DUBL may do so. Such notation will be binding to both parties. Payor of record will be responsible for applicable charges.
- 2 The detention charge will be **\$40.00 per 15 minutes** or fraction thereof, subject to a minimum charge of **\$80.00**. Detention charges shall begin after the expiration of 30 minutes of free time.
- 3 When a vehicle with power is changed to a vehicle without power at the request of the consignor or consignee, the free time and detention charges will be applied as follows:
  - a. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charge for vehicles without power will immediately commence with no further free time allowed.
  - b. If the change is requested and made after the expiration of free time for a Vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition, the vehicle will immediately be charged detention for vehicles without power, with no further free time allowed.

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**Item 360**      **Detention – Vehicles Without Power Units**

This item applies when DUBL's vehicles without power units are delayed or detained on the premises of Consignor, Consignee or on other premises designated by them. Such spotted vehicles will be allowed 24 consecutive hours of free time for loading or unloading. Computation of time begins when the trailer is spotted at the site specifically designated by the Consignor or Consignee and ends when DUBL is notified that the vehicle is ready for pickup.

When any portion of the 24-hour free time extends into a Saturday, Sunday or holiday, the computation of time for such portion shall resume at 12:01 am on the next day that is neither a Saturday, Sunday or holiday. Free time shall not begin on a Saturday, Sunday or holiday, but at 8:00 am on the next day which is neither a Saturday, Sunday or holiday.

The detention charge per vehicle assessed after the expiration of free time as follows:

For each of the 1 <sup>st</sup> and 2 <sup>nd</sup> 24 hour period or fraction thereof (Saturdays, Sundays and holidays excluded)	<b>\$40.00</b>
For each of the 3 <sup>rd</sup> and 4 <sup>th</sup> 24 hour periods or fraction thereof (Saturdays, Sundays and holidays excluded)	<b>\$45.00</b>
For the 5 <sup>th</sup> and each succeeding 24 hour period or fraction thereof (Saturdays, Sundays and holidays excluded)	<b>\$50.00</b>

When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other

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**Item 390**                      **Dunnage Disposal**

Upon consignee request subsequent to accepting the shipment, Dugan Truck Line will dispose of any and all dunnage and packing materials of said shipment at a rate of **\$25.00 per shipping unit subject** to a **minimum charges of \$50.00**, eg., shipment of three "crates" will be assessed a \$75.00 disposal fee.

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**Item 400**      **Exclusive Use of Vehicle**

Upon request by a Consignor, a truck will be furnished for the exclusive use of the Consignor, based on DUBL's availability of equipment and manpower, for the transportation of shipments, subject to LTL rates or ratings. Request for Exclusive Use must be placed in writing on the Bill of Lading, and charges guaranteed by the party requesting the service, and Section 7 (non-recourse clause) may not be executed.

Charges will be computed at the legally published current rates and weights applicable to the shipment without reference to this Item, subject to a minimum charge computed at the class 100, 10,000 pound line rate for 20,000 pounds. Discounts published as part of any Rate Agreement are not applicable.

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### **Item 420**      **Descriptions - Missing or Non Rateable**

If a shipment is inadvertently accepted without a commodity description or a non rateable description, DUBL will attempt to ascertain and apply the appropriate class. If the appropriate description continues to be unknown the shipment will be classified according to the density (pounds per cubic foot), density will be ascertained per Item 110, Sec.8, Sec 8a, and Sec 8b, of the STF NMF 100 series and the class per following table applied.

<b><u>Pounds per Cubic Foot</u></b>		<b>Class</b>
equal or greater than	But Less than	
0	1	400
1	2	300
2	4	250
4	6	175
6	8	125
8	10	100
10	12	92.5
12	15	85
15	22.5	70
22.5	30	65
30		60

1. If due to circumstances where the shipment is not available to establish the density, Class 100 will be applied.
2. Upon receipt of documentation establishing the rateable identity of the shipment, to the satisfaction of DUBL, the shipment will be rerated accordingly. A corrected Bill Of Lading charge of \$15.00 will apply.

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**Item 450**      **Extra Labor – Loading or Unloading**

In the event the Consignor or Consignee requests extra labor, extra labor will be furnished by DUBL for loading or unloading. At each location where extra labor is used, the charge will be as follows:

<u>Days - Hours</u>	<u>per hour or fraction thereof</u>	<u>Min Charge per man</u>
Monday thru Fridays 8 am – 5 pm	<b>\$60.00</b>	<b>\$60.00</b>
Saturday, Sunday, Holidays or Monday thru Friday 5:01 pm to 6:59 am	<b>\$100.00</b>	<b>\$100.00</b>

This provision does not obligate DUBL to furnish extra labor, if such labor is not available at the point of loading or unloading. The party requesting the extra labor will be responsible for payment of the extra labor charges and any such request must be in writing or another acceptable form of communication.

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**Item 470**      **Extreme Length and Width**

1. Shipments containing one or more articles that equal or exceed 8 feet in length, but less than 12 feet, will be subject to a charge of **\$50.00** in addition to all other applicable charges.
2. Shipments containing one or more articles that equal or exceed 12 feet in length, but less than 20 feet, will be subject to a charge of **\$100.00** in addition to all other applicable charges.
3. Shipments containing one or more articles that equal or exceed 20 feet in length, but less than 28 feet, will be subject to a charge of **\$200.00** in additional to all other applicable charges.
4. Shipments containing one or more articles that equal or exceed 28 feet in length, but less than 53 feet, will be subject to a charge of **\$500.00** in additional to all other applicable charges.
5. Shipments containing one or more articles that exceed 4 feet in length and 4 feet in width will be subject to a **\$200** charge.

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### **Item 475 Fuel Surcharge (Notes 1, 2, 3, 4)**

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or other tariffs, Contracts or Rate Agreements will be subject to a Fuel Surcharge as follows:

- 1) Fuel surcharge on net line haul charge will be determined by the U.S. "National Average On-highway Diesel Fuel Price". The current price may be obtained by calling 1-202-586-6966 (24 hours per day).
- 2) The applicable Fuel Surcharge will be adjusted up or down on Wednesday of each Week.

When the D.O.E U.S. National Average On-Highway Diesel is:		The Fuel Surcharge will be:	
<u>At Least</u>	<u>But Not Greater than</u>	<u>LTL (19,999 or Less)</u>	<u>TL (20,000 or more</u>
2.0000	2.0499	12.00%	22.00%
2.0500	2.0999	12.50%	23.00%
2.1000	2.1499	13.00%	24.00%
2.1500	2.1999	13.50%	25.00%
2.2000	2.2499	14.00%	26.00%
2.2500	2.2999	14.50%	27.00%
2.3000	2.3499	15.00%	28.00%
2.3500	2.3999	15.50%	29.00%
2.4000	2.4499	16.00%	30.00%
2.4500	2.4999	16.50%	31.00%
2.5000	2.5499	17.00%	32.00%
2.5500	2.5999	17.50%	33.00%
2.6000	2.6499	18.00%	34.00%
2.6500	2.6999	18.50%	35.00%
2.7000	2.7499	19.00%	36.00%
2.7500	2.7999	19.50%	37.00%
2.8000	2.8499	20.00%	38.00%
2.8500	2.8999	20.50%	39.00%
2.9000	2.9499	21.00%	40.00%
2.9500	2.9999	21.50%	41.00%
3.0000	3.0499	22.00%	42.00%
3.0500	3.0999	22.50%	43.00%
3.1000	3.1499	23.00%	44.00%
3.1500	3.1999	23.50%	45.00%
3.2000	3.2499	24.00%	46.00%
3.2500	3.2999	24.50%	47.00%
3.3000	3.3499	25.00%	48.00%
3.3500	3.3999	25.50%	49.00%
3.4000	3.4499	26.00%	50.00%

(Continued on next page)

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(Item 475 continued)

3.4500	3.4999	26.50%	51.00%
3.5000	3.5499	27.00%	52.00%
3.5500	3.5999	27.50%	53.00%
3.6000	3.6499	28.00%	54.00%
3.6500	3.6999	28.50%	55.00%
3.7000	3.7499	29.00%	56.00%
3.7500	3.7999	29.50%	57.00%
3.8000	3.8499	30.00%	58.00%
3.8500	3.8999	30.50%	59.00%
3.9000	3.9499	31.00%	60.00%
3.9500	3.9999	31.50%	61.00%
4.0000	4.0499	32.00%	62.00%
4.0500	4.0999	32.50%	63.00%
4.1000	4.1499	33.00%	64.00%
4.1500	4.1999	33.50%	65.00%
4.2000	4.2499	34.00%	66.00%
4.2500	4.2999	34.50%	67.00%
4.3000	4.3499	35.00%	68.00%
4.3500	4.3999	35.50%	69.00%
4.4000	4.4499	36.00%	70.00%
4.4500	4.4999	36.50%	71.00%
4.5000	4.5499	37.00%	72.00%
4.5500	4.5999	37.50%	73.00%
4.6000	4.6499	38.00%	74.00%
4.6500	4.6999	38.50%	75.00%
4.7000	4.7499	39.00%	76.00%
4.7500	4.7999	39.50%	77.00%
4.8000	4.8499	40.00%	78.00%
4.8500	4.8999	40.50%	79.00%
4.9000	4.9499	41.00%	80.00%
4.9500	4.9999	41.50%	81.00%
5.0000	5.0499	42.00%	82.00%
5.0500	5.0999	42.50%	83.00%

Fuel Surcharge is subject to a minimum charge of **\$4.00** per shipment.

Note 2 – In the event the price per gallon for fuel exceeds 509.99 cents per gallon, the Fuel Surcharge would be increased 0.5% for LTL and 1.0% for TL for each incremental increase of 5 cents, beginning at 510 cents per gallon.

Note 3 – In the event the price per gallon for fuel falls below 200 cents per gallon, the Fuel Surcharge would be decreased 0.5% for LTL and 1.0% for TL for each incremental decrease of 5 cents, beginning at 199.99 cents per gallon.

Note 4 – Truckload fuel surcharge will apply when:

- a. Rates are stated as Per Truckload.

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**Item 480**      **Hazardous Materials**

DUBL will accept shipments of Hazardous Materials in accordance with the transportation requirements of the US Department of Transportation and other governmental regulatory agencies subject to the following:

DUBL will assess an additional charge off **\$20.00** per Bill of Lading for each shipment consisting wholly or partially of any substance classified by the US Department of Transportation as a Hazardous Material.

No provision of the item will obligate DUBL to perform service beyond the scope of its operating authority or certificates in violation of any government regulation

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**Item 490**      **Hydraulic Lift Gate**

DUBL will provide lift gate pickup where requested. The charges specified below will apply for lift gate pickup and will be in addition to all other lawfully applicable charges. The party requesting this service will be responsible for payment of these charges unless charges are guaranteed by the shipper.

**\$3.75** per 100 pounds

**\$105.00** minimum charge

**\$300.00** maximum charge

DUBL will provide lift gate delivery where requested. The charges specified below will apply for lift gate delivery and will be in addition to all other lawfully applicable charges. The party requesting this service will be responsible for payment of these charges unless charges are guaranteed by the shipper.

**\$3.75** per 100 pounds

**\$55.00** minimum charge

**\$250.00** maximum charge

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**Item 500**      **Impractical Operation**

In no case shall DUBL be required to perform pick-up or delivery service at any location from or to which it is impracticable to operate vehicles because of the condition of roads, streets, driveways, alleys or approaches thereto, inadequate loading or unloading facilities or due to any strike or riot.

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**Item 510**      **Inside Delivery or Pickup**

When requested by Consignor or Consignee, and DUBL's operating conditions permit, DUBL may move shipment(s) or portions of shipment(s) to or from positions beyond the immediately adjacent loading or unloading positions defined in Item 700. Service will be provided to floors above or below the level accessible to DUBL's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to DUBL.

Service provided under this Item will be assessed a charge of **\$5.50 per 100 pounds**, subject to a minimum charge of **\$60.00** and a maximum charge of **\$500.00** per shipment or stop.

The charges provided in this Item will be in addition to all other lawful charges and unless the Bill of Lading is specifically endorsed to show prepayment by the Consignor of these charges, they will be collected from the Consignee and paid on delivery or payment guaranteed to the satisfaction of DUBL.

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**Item 525**      **Linear Foot Minimum Charge (Notes 1 & 2)**

Shipments occupying more than twelve (12) linear feet of trailer will be subject to a minimum charge of sixteen cents (\$0.16) per linear foot per mile and not less than \$400.00. Published fuels surcharge will apply. Linear feet shall be determined by actual dimension or by dividing the total weight of the shipment by 1000 (under no circumstances will the determined linear feet be less than 1000 pound per foot), whichever is greater.

**NOTE 1** – Dugan Truck Line shall load as fully as conditions permit and in the least amount of linear feet possible, consistent with safety and precautions against damage and any loading or unloading or packing conditions requested by consignor on the Bill of Lading and observing all legal requirements of state and other regulatory bodies. When loading is performed by the consignor (or consignor's agent) the linear feet occupied will be determined by the manner in which the consignor loads the shipment. Dugan Truck Line may rearrange the shipment to comply with the aforementioned legal requirements.

**NOTE 2** – Shipments subject to the provisions of this Item will not be subject to any otherwise applicable discounts. The provisions of this item are not applicable in connection with shipments subject to TL rates, mileage rates, or EXCLUSIVE USE OF VEHICLE provisions.

**NOTE 3** - For the purpose of applying this rule and charge, when two or more shipments are tendered to DUBL by the same Consignor, from the same place during one calendar day for delivery to the same consignee at one place and where remittance will be paid by the same payor, they will be considered one shipment.

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**ITEM 540 Pickup or Delivery - Lumper Service**

1. When DUBL is required to acquire, employ or utilize any outside service to load and/or unload freight from, on or to DUBL's vehicle, DUBL will not absorb any charges or fees accompanied with acquiring or utilizing said outside service. DUBL will be reimbursed for any expenses, charges or fees assessed by the outside service.
2. A Lumper processing fee of \$35.00 will be added in addition to the charges, fees or expenses incurred from the Lumper service provider.
3. The charges in this item will be in addition to all other lawful charges and will be assessed against the payor of the freight charges, and added to the freight bill, unless payment has been guaranteed to the satisfaction of DUBL by the consignor, consignee, or a third party.

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## **Item 560**     **Cargo Loss and Damage Claims**

1. DUBL will assume liability for cargo loss and damage under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein, or to the extent otherwise specifically outlined in participating tariffs or contracts. DUBL's liability for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation. DUBL will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155.
2. All claims for loss, damage or delay must be filed in writing or online by visiting [www.Dugantruckline.com](http://www.Dugantruckline.com) within nine months after the delivery or reasonable time for delivery has elapsed for non-delivery. When claims are not filed within the prescribed times such claims shall be barred and not paid.
3. A customer code assigned by DUBL with established pricing is required for filing a claim. Claims filed by a party without established pricing shall be returned and must be filed by the correct customer.
4. DUBL will make every effort to meet our published transit times for shipments tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit time, DUBL will not be liable to Consignor, Consignee or their agents for any and all direct or incidental damages or costs claimed to result from this failure to meet the published transit times.
5. Any lawsuits for cargo claims shall be instituted against DUBL no later than two years and one day from the day when written notice is given by DUBL 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, DUBL shall not be liable and such cargo claims shall be barred and not paid.
6. Customer shall not deduct or offset any cargo claim or alleged claim from charges owed to DUBL. Any such deductions will continue to be due and maybe subject to late pay fees per item 260 of this tariff.

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 Expiration Date:

## **Item 570**      **Limited Liability and Cargo Loss or Damage**

### **Part I Limitation of DUBL's liability**

1. Except as otherwise more specifically provided, DUBL's maximum liability for cargo loss or damage shall be limited as follows, not to exceed \$100,000.00 per shipment (whichever is less).
  - a. Actual Invoice Value, or:
  - b. Limited Liability provisions shown on the bill of lading, or:
  - c. Applicable Released Value or Actual Value liability Provisions of the STB NMF 100 series, or:
  - d. \$8.00 per pound per package, whichever is less.
- b. When charges are determined using a Class from STB NMF 100 Series, a Class Exception or Freight, All Kinds (FAK) rating, DUBL's maximum liability will be the lesser of the following, not to exceed \$100,000.00 per shipment (whichever is less).
  - b. Actual Invoice Value, or:
  - c. Limited Liability provisions shown on the Bill of Lading, or:
  - d. Applicable Released Value or Actual Value Liability Provisions of the STB NMF 100 series, or:
  - e. As stated in the table below, DUBL's maximum liability is the value shown in Column B, for the respective class in column A, which is applicable to the article or articles in the shipment.

COLUMN A RATED CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A RATED CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A RATED CLASS	COLUMN B MAXIMUM LIABILITY
50	\$1.00	85	\$4.00	175	\$7.00
55	\$1.50	92.5	\$4.50	200	\$7.50
60	\$2.00	100	\$5.00	250	\$8.00
65	\$2.50	110	\$5.50	300	\$8.00
70	\$3.00	125	\$6.00	400	\$8.00
77.5	\$3.50	150	\$6.50	500	\$8.00

2. On Shipments handled by DUBL in connection with another carrier (Either Motor, Water or Rail), DUBL's maximum liability, in the event of loss or damage, will in no case exceed the maximum liability of the other carrier. For example: If the other carrier's maximum liability is \$5.00 per pound per package, the maximum carrier liability of the other carrier and DUBL will be \$5.00 per pound, per package.
3. Any shipments in and or out of Canada shall have a maximum liability of \$2 per pound.
4. Liability for loss, damage, or destruction to any shipment or part thereof of the following commodities will be limited to a released value per pound as shown below:

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## DUBL Tariff 125-B

	Description	NMFC#	Maximum Payout per Occurrence
\$1.00	Spot, Volume Quote, Pallet Rate, or Volume/Truck Load Rate		\$20,000
\$0.10	Articles used, reconditioned, refurbished, remanufactured, rebuilt, or uncrated including but not limited to the following commodities and their components	All	
\$0.10	Automobile Parts	17800-20252 excluding 20020	
\$1.00	Barbeques, Fireplaces, outdoor reinforced concrete	69330-69500	
\$0.10	Electrical Equipment	60500-63561 excluding 63035-63325	
\$0.10	Glass and Glassware Group	86500-86960 & 87500-88660	
\$0.10	Machinery	114000-133320 excluding 114125-114126 & 116030 & 118250 & 118100 & 124000-124370	
\$0.10	Vehicles other than self- propelled	188500-189860	\$10,000
\$0.10	Lamps or Lighting Group	109000-109950	\$10,000
\$0.10	Personal Effects (other than government van packs or crates)	100200-100260	
\$0.10	Property bought from companies including, but not limited to, eBay, Amazon, or others, or any shipments Not New merchandise.	All	
\$1.00	All coolers, Air Conditioners, Air Handlers, or Heat Pumps	114125-114126	
\$0.50	Cooler group & Appliances & Boilers, Furnaces, Stoves and related articles	53000-53220 & 124125-124355 & 124000-124370 & 25400-27660 & 123151-123652	
\$2.00	Compressors or air ends, NOI	118100	
\$1.00	Computers, Fax, Copy Machines, and their components	116030 & 118250	
<b>Limit of Liability per Pound</b>	<b>Description</b>	<b>NMFC#</b>	<b>Maximum Payout per Occurrence</b>

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# DUBL Tariff 125-B

\$0.50	Furniture and other related items	79000-82670 & 82750-83640, 83760	
\$0.10	Cigarettes, E-Cigarettes, Cigars, and Smokeless Tobacco Products	47760-47840, 183200,61805, 47750, 183120	
\$0.50	Spa Covers	181990	
\$1.00	Boating Group, surfboards	23525-24500 & 15520	
\$1.00	Ladders	108700-108920	
\$2.00	Plumbers goods	158000-159630	
\$1.00	Metal Tool Boxes, metal File Cabinets, Pet Carriers, Metal Partitions and Shelving	29790, 36860, 36870, 36880, 39272, 39340, 39455, 39460, 80250, 82360, 82500, 160940, 164150	
\$2.00	Televisions, LCD, Plasma, Projection, and Electrical related items	63035-63325	
\$2.00	Wheels, Chrome, Magnesium, Aluminum or other than Steel	197592, 20020	
\$2.00	Awnings	33800	
\$0.10	Safes	172260-172280	
\$0.50	Signs, NOI	176050	
\$0.50	Chalk or White Boards	23700	
\$0.10	Gambling Devices	16340	
\$0.50	Live Plants	71100-71480, 71620	
\$1.00	Fireworks	64300	
\$0.10	Carpet in Rolls	70680	
\$0.10	Games, coin or currency operated	84180	
\$0.10	Machines, merchandise vending (Vending Machines), coin or currency operated	124590	
\$0.10	Siding	170350, 170370, 170372, 170374, 170376, 170570, 170580, 170582, 170583, 33945, 36005	

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DUBL Tariff 125-B

Limit of Liability per Pound	Description	NMFC#	Maximum Payout per Occurrence
\$0.10	Original Works of Art	56150	
\$0.10	Paintings or Pictures	56165 sub 1-3	
\$0.10	Dairy Products Group	55360-55740	
\$0.10	Foodstuffs Group	72000-75490	
\$0.10	Fruits, Meats, Vegetables, or Dairy Products	78650 subs 1-3	
\$0.10	Fruits or Vegetables, Dried Group	77000-78320	
\$0.10	Batteries	60680, 60700, 194320, 64680	
\$0.10	Solar Collectors, Modules or Panels	177010-177011-177014	
\$0.10	Medical/Dental supply group	56545-57075	
\$2.00	Canadian Freight	Reference #3 Item 570	
\$0.25	All Paper and Paper products	ALL	
\$2.00	Doors and door frames Screen doors Garage doors	33780,35315,34290	

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(Item 570 continued)

2. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or STB NMF series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in additional complying package, the maximum liability of DUBL will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.
3. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by DUBL from the original shipper, will be limited to lost freight only and DUBL will not be responsible for damages
4. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by DUBL from the original shipper and delivered without Exception, when DUBL is not given an opportunity to inspect prior to return, will be limited to lost freight only and DUBL will not be responsible for damages
5. Liability for loss, damage or destruction for freezable cargo shall be subject to the limitations as provided in DUBL freezable policy. Unless the Bill of Lading is clearly marked as "Heater Service Required", DUBL will not be liable for loss, damage or destruction resulting from failure to furnish required protection.
6. Corrected Bills Of Lading or letters of authority to change or Add Class Ratings after delivery of the shipment shall not be accepted by DUBL to determine liability.
7. When DUBL performs a cross dock service on behalf of a customer to load or unload containers, Trailers or performs similar cross dock operations, for prior or subsequent transportation, DUBL's liability shall be limited to \$0.50 per pound per package or actual loss, whichever is less.
8. The provisions named above will not apply on commodities subject to specific released or actual value in items contained in STB NMF 100 series, but in no case will DUBL's liability exceed that outlined in Paragraph 2 & 3 of this part.
9. Liability for damage due to inadequate packaging from the shipper but inadvertently picked up by DUBL will be limited to \$.10 per pound.

**Part II      Limitation of DUBL's Liability: 'Other Than New' Commodities**

- 1.If the shipper declines or fails to declare the value or agree to a released value not exceeding \$.10 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with DUBL without benefit of any discount that would otherwise apply had the shipment been released to a value not exceeding \$.10 per pound.
- 2.Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.

(continued on next page)

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(Item 570 continued)

3. Liability for loss, damage or destruction of an Interplant Move will be limited to \$1.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

### **Part III      Limitation of DUBL's Liability: Air Freight**

DUBL maximum liability for cargo loss or damage on property which is part of a continuous movement which has been or will be transported by an air freight carrier will be:

On Domestic Traffic:

Maximum Liability Per Shipment ..... \$ 100.00

On International Traffic (the less of):

Maximum Liability Per Shipment..... \$ 100.00

Maximum Liability Per Pound ..... \$ 1.00

### **Part IV      Limitation of DUBL's Liability: Priced per Handling Unit (Per Pallet, Per Piece, Per Drum Etc.)**

1. DUBL's Liability for loss, damage, or destruction to any shipment or part thereof, that has been priced per handling unit (per piece, per pallet, per drum, etc.), is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading; (3) applicable limited liability provisions of the NMFC or **as noted in Item 570**; or (4) one dollar (\$1.00) per pound per package; whichever is less.
2. Should the shipment or any part thereof be on shrink wrapped pallets when unloaded, DUBL will count and check the pallet as one (1) unit and will not be responsible for individual piece count on the pallet with delivery of the pallet intact, to the Consignee.
3. Shipments tendered to DUBL on a shrink wrapped pallet, shall be signed for nn Shrink wrapped Pallets/Skids or nn SWP/SWS. When a shrink wrapped pallet/skid is delivered intact, the shrink wrap unbroken, DUBL shall assume no liability for loss or damage discovered therein (concealed damage) either at delivery or after delivery has been performed.
4. DUBL will not have any liability for pallets which are improperly loaded on DUBL trailer by shipper including but not limited to freight hanging over the edges of the pallet.
5. In all cases, the weight of the pallets, platforms or skids shall not be included when determining the liability coverage or maximum liability.

(continued on next page)

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(Item 570 continued)

**Part V      Limitation of Liability concealed Damage**

1. DUBL will investigate claims for concealed loss or damage (loss or damage not notated at time of delivery or at least not reported to the DUBL within a reasonable time immediately after delivery). These claims will be handled based on the individual merits of each. Delivery notations such as "subject to inspection" are not delivery notations and these delivery receipts will be considered clear and without exception. Claims for concealed damage must be submitted within five (5) calendar days of delivery so DUBL can respond with a proper inspection of the freight and circumstances. All packing materials must be available at the place of delivery. Failure to advise DUBL timely will lead to the claim request being denied.
2. DUBL's maximum liability will be as defined in Parts I, II, II, & IV of this rule and as further defined in this part. Each point of exposure is calculated to determine a final maximum liability. The probability of concealed damage occurring at any one of the points of exposure is just as great as the exposure while in the possession of DUBL. The least number of points of exposure is three (3). That is the Manufacturing facility, DUBL transporting, and the receiving location. Shipments from Distributors, Wholesalers, Warehouses, and other such locations have a minimum of 5 points of exposure. In the case of the latter, DUBL's probability of incurring damage or loss during transport is 20%. The other wise Maximum liability as stated in this item (Item 570 DUBL 125 series) is reduced to 20% of that liability.
3. Evidence of neglect, carelessness, mishandling, abuse, etc must be established to support liability for concealed damage. Claims for units delivered clear and without evidence of mishandling will not be honored.

(continued on next page)

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Wichita, KS 67212

(Item 570 continued)

**Part VI Limited liability on missing, incomplete or incorrect commodity descriptions on shipper completed Bills Of Lading.**

If Shipper or Shipper's Agent has elected to supply and complete his own Bill of Lading or to complete a Uniform Straight Bill of Lading or a Bill of Lading form provided by DUBL for shipper completion, and fails to provide a freight description, or a complete freight description, or describes the freight incorrectly on the Bill of Lading (misrepresentation) or uses a description of "FAK" or "Freight All Kinds", or other language that does not properly identify the commodities shipped, and then subsequently files a claim for shortage or damage, DUBL's liability will be determined as follows:

4. Failure to provide a description or providing an incomplete description:  
In cases of incomplete or missing descriptions, DUBL's liability will be limited to the lesser of its maximum liability per pound per piece for NMFC Class 50 freight, and any other limitations that may be applicable.
5. Freight is described incorrectly (misrepresentation):  
DUBL shall be absolved of any freight claim liability. Falsification of freight descriptions by shippers for purposes of securing lower pricing or for any reason whatsoever shall void the Bill of Lading Contract of Carriage and release DUBL from freight claim liability. For example, if a shipper tenders a crate of expensive alloy assemblies described as scrap iron and later files a claim for loss or damage, the DUBL shall have no liability and claim will be denied.
6. Freight is described as "FAK" or "Freight All Kinds" with exception class provided but no further description:
  - a. If shipment is a total loss (meaning freight was lost or stolen and not available for determination of actual class) DUBL's liability shall be limited to its maximum liability per pound per piece for NMFC Class 50 freight. FAK exception ratings are established for rating purposes only, and have no direct bearing on the actual class of specific shipments. FAK ratings are normally established based on the weighted average class of a multiple number of shipments and therefore the "FAK" rating does not imply the actual class of a specific shipment. An FAK 70 rating for example, could apply to actual classes 50 through 125. Thus, without a specific commodity word description on the Bill-of-Lading as required by Item 360 of the NMFC, DUBL's liability will be limited to its maximum liability per pound per piece for NMFC Class 50 freight.
  - b. If shipment is not a total loss, DUBL's liability will be based on the lower of the rated or actual class. If actual class cannot be determined then DUBL's liability will be based on Class 50.
7. In any of the scenarios described above where DUBL's liability is based on NMFC Class 50, DUBL's liability may be further limited by other limitations described in this tariff if applicable. For example, if shipper fails to provide a commodity word description and a damage claim is filed and it is determined that the commodity shipped is "used" or "other than new" then DUBL's liability may be limited to \$0.50 per pound per piece by PART II of this item DUBL 125 series.

**Part VII Articles of Extraordinary Value**

Any Effort to request excess liability coverage 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 excess liability coverage or a declared value in excess of the allowed maximums 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 only be covered by the liability limitations shown in DUBL rules.

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Wichita, KS 67212

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**Item 575**      **Marking, Labeling, or Tagging Freight**

At the request of the Consignor, DUBL shall change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a charge of **\$2.00** per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of **\$40.00** per shipment.

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

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**Item 585**      **Mixed Shipments - LTL**

On mixed shipments of LTL traffic moving on one Bill of Lading from one Consignor to one Consignee, the rate for each class will be the rate shown for that class applying to the total weight of the shipment. When it is necessary to increase the weight to take advantage of the lower rates on the next weight bracket, the weight deficit will be subject to the rate applicable to the lowest rated article in the shipment.

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**Item 600**      **Notification Prior to Delivery**

When a Bill of Lading is tendered bearing any notation requesting DUBL to notify Consignee prior to delivery by any means whatsoever, the charge for this service shall be **\$20.00** per shipment in addition to all other applicable charges. Charges will accrue to the Consignor on prepaid shipments, and to the Consignee on collect shipments. The notification charge will also be assessed if there is no request for notification on the Bill of Lading, but the Consignee has a known policy that they must be notified prior to delivery

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## **Item 620 Prohibited or Restricted Articles**

### **Section 1 – Property of Extraordinary Value**

The following property will not be accepted for shipment or as premiums accompanying other articles:

- |  |                                   |
|--|-----------------------------------|
| - Bank Bills                               | - Currency, other than coin       |
| - Deeds                                    | - Drafts                          |
| - Jewelry, other than costume              | - Letters, with or without stamps |
| - Museum exhibits or articles of antiquity | - Notes                           |
| - Original works of art                    | - Postage stamps                  |
| - Precious stones                          | - Revenue stamps                  |
| - Valuable paper of any kind               |                                   |

### **Section 2 – Prohibited Articles**

DUBL will not accept the following articles for transportation on either direct or joint line traffic:

- 1) Automobiles
- 2) Explosives – 1.1, 1.2, 1.3 and 1.5
- 3) Hazardous or Non-Hazardous Waste
- 4) Nitrocellulose
- 5) Radioactive Yellow III
- 6) Taxidermy Items
- 7) Carbon Black

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**Item 650**      **Minimum Charge for Low Density Freight (Note1)**

**A. Density Calculation**

1 Density is determined per item 110 Sec 8, Sec 8 (a), and Sec8 (b) of STB NMF 100 series. A vertical dimension of ninety six (96) inches shall be used to determine the cube of any article, which cannot be top loaded because of:

- a. The nature of the article, or irregular shape on top.
- b. Packaging or lack of packaging used.
- c. Palletization in a pyramided, rounded, or topped off manner, or exceeding 60" in height.
- d. Specific instructions from the shipper on the bill of lading to the effect that no other freight is to be loaded on top of the article or pallet.
- e. When a bulkhead has been constructed in a DUBL vehicle.

2 Width dimension will be calculated at 84 inches for pallets for articles exceeding a width 54 inches or more when another like article or pallet cannot be loaded alongside, or when a bulkhead has been constructed in a DUBL vehicle.

3 When a bulkhead has been constructed in DUBL's vehicle the linear distance from the inside of the trailer to the portion nearest the rear of the trailer will be used to determine the length.

**B. Exclusions**

The provisions of this item are not applicable:

1. Where the otherwise applicable charges are greater than this rule.
2. When Rates or Charges are determined by any unit of measurement other than weight.
3. When Capacity Load Minimum Charge or Exclusive Vehicle provisions apply.
4. When Truckload or Volume Rates or charges per vehicle or Trailer are applicable.

**Note 1:** For the purpose of applying this rule and charge, when two or more shipments are tendered to DUBL by the same Consignor, from the same place during one calendar day for delivery to the same consignee at one place and where remittance will be paid by the same payor, they will be considered one shipment.

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**Item 700**      **Pick-Up and Delivery Service**

Except as otherwise provided, rates in Tariffs governed by this Tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by DUBL at one site, subject to the following:

- 1) Freight tendered for loading or unloading 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 DUBL to place its vehicle for loading.
- 2) Freight must be tendered for loading and unloading during the regularly scheduled business hours and business days of DUBL.
- 3) DUBL will furnish only one person per vehicle for loading or unloading except as provided in Extra Labor.
- 4) The Consignor or Consignee may elect to waive the loading or unloading of freight by DUBL as provided in the Item by performing at their own expense the loading or unloading of shipments on or from DUBL's vehicle.
- 5) Loading and unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight
- 6) Loading or unloading service does not include furnishing by DUBL or the use by DUBL's employee of rigging or special loading or unloading equipment such as platform vehicle (other than hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the Consignor or Consignee, as the case may be, shall furnish it and the necessary labor to operate such equipment at their expense, and shall assume responsibility for safe loading or unloading.
- 7) Where the Consignor's or Consignee's shipping or receiving facilities are not Reasonably level with floor level of DUBL's vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one person, Consignor or Consignee must furnish adequate means by which the freight can be moved onto or off of DUBL's vehicle. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that DUBL's employee will render assistance

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**Item 720 Pickup or Delivery Service – Before or After Hours, Saturday, Sunday or Holidays**

When DUBL is requested by the Consignor or Consignee to provide pickup or delivery services before or after normal DUBL business hours, or on Saturdays, Sundays or holidays and DUBL has the equipment and personnel available to perform such services, the following provisions will apply.

- 1) Normal business hours are defined as Monday through Friday, 9:00 am to 5:00 pm, excluding holidays.
- 2) The following charges will apply in addition to all applicable charges on shipments where service is provided when requested before or after normal business hours or on Saturdays: **\$75.00 per man hour** or fraction thereof.
- 3) The following charges will apply in addition to all other applicable charges on shipments where service is provided when requested on Sundays or holidays: **\$100.00** per man per hour, subject to a minimum charge of **\$350.00** per vehicle used.
- 4) Time shall be computed upon notification by DUBL's employee to the responsible representative of the Consignor or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of the Consignor or Consignee and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery, as the case may be.
- 5) The party requesting the service will be responsible for payment of charges accrued under this item and must be paid or guaranteed to the satisfaction of DUBL before such services are performed

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**Item 730**                      **Pickup and Delivery Service North Dakota**

When making a pickup or delivery in Zip Range 586-588 an additional charge of **\$35.00** will apply in addition to the applicable freight charges.

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**Item 731 Pickup and Delivery Service Colorado, Wyoming**

Shipments moving to or from the following zipcodes will be subject to the associated surcharge.

zipcode			chg
80721	Amherst	CO	\$45
80801	Anton	CO	\$45
80802	Arapahoe	CO	\$45
80808	Calhan	CO	\$45
80810	Cheyenne Wells	CO	\$45
80812	Cope	CO	\$45
80726	Crook	CO	\$45
80106	Elbert	CO	\$45
80821	Hugo	CO	\$45
80735	Idalia	CO	\$45
80736	Iliff	CO	\$45
80822	Joes	CO	\$45
80117	Kiowa	CO	\$45
80825	Kit Carson	CO	\$45
80118	Larkspur	CO	\$45
80705	Log Lane Village	CO	\$45
80830	Matheson	CO	\$45
80742	New Raymer	CO	\$50
80649	Orchard	CO	\$45
80744	Ovid	CO	\$45
80745	Padroni	CO	\$45
80746	Paoli	CO	\$45
80747	Peetz	CO	\$45
80747	Peetz	CO	\$45
80831	Peyton	CO	\$45
80736	Proctor	CO	\$45
80832	Ramah	CO	\$45
80749	Sedgwick	CO	\$45
80835	Simla	CO	\$45
80750	Snyder	CO	\$45
80754	Stoneham	CO	\$50
82082	Pine Bluffs	WY	\$45

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**Item 731 Pickup and Delivery Service Colorado, Wyoming**

Shipments moving to or from the following zipcodes will be subject to the associated surcharge.

See next page

continued on next page

Issued By:  
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# DUBL Tariff 125-B

zipcode	city	st	chg	zipcode	city	st	chg
80101	Agate	CO	\$50	80118	Larkspur	CO	\$100
80720	Akron	CO	\$25	80828	Limon	CO	\$50
80721	Amherst	CO	\$50	80740	Lindon	CO	\$200
80801	Anton	CO	\$45	80705	Log Lane Village	CO	\$45
80802	Arapahoe	CO	\$100	80131	Louviers	CO	\$50
80804	Arriba	CO	\$100	80646	Lucene	CO	\$50
80722	Atwood	CO	\$100	80540	Lyons	CO	\$100
80610	Ault	CO	\$50	80830	Matheson	CO	\$100
80102	Bennet	CO	\$100	80741	Merino	CO	\$50
80805	Bethune	CO	\$100	80742	New Raymer	CO	\$100
80611	Briggsdale	CO	\$50	80648	Nunn	CO	\$200
80723	Brush	CO	\$50	80649	Orchard	CO	\$100
80807	Burlington	CO	\$50	80743	Otis	CO	\$50
80103	Byers	CO	\$50	80744	Ovid	CO	\$50
80808	Calhan	CO	\$50	80745	Padroni	CO	\$50
80612	Carr	CO	\$100	80133	Palmer Lake	CO	\$100
80810	Cheyenne Wells	CO	\$45	80746	Paoli	CO	\$200
80812	Cope	CO	\$45	80747	Peetz	CO	\$50
80726	Crook	CO	\$45	80831	Peyton	CO	\$100
80105	Deer Trail	CO	\$100	80650	Pierce	CO	\$200
80615	Eaton	CO	\$50	80736	Proctor	CO	\$45
80727	Eckley	CO	\$50	80832	Ramah	CO	\$50
80106	Elbert	CO	\$50	80652	Roggen	CO	\$100
80815	Flagler	CO	\$100	80135	Sedalia	CO	\$100
80728	Fleming	CO	\$50	80749	Sedgwick	CO	\$50
80622	Galeton	CO	\$100	80834	Siebert	CO	\$100
80729	Grover	CO	\$250	80546	Severance	CO	\$200
80731	Haxtun	CO	\$50	80835	Simla	CO	\$100
80733	Hillrose	CO	\$50	80750	Snyder	CO	\$200
80734	Holyoke	CO	\$50	80754	Stoneham	CO	\$100
80642	Hudson	CO	\$100	80136	Strasburg	CO	\$75
80821	Hugo	CO	\$45	80836	Stratton	CO	\$100
80735	Idalia	CO	\$45	80840	USAF Academy	CO	\$200
80736	Iliff	CO	\$50	80755	Vernon	CO	\$100
80822	Joes	CO	\$45	80861	Vona	CO	\$100
80643	Keenesburg	CO	\$100	80137	Watkins	CO	\$100
80644	Kersey	CO	\$50	80653	Weldona	CO	\$100
80117	Kiowa	CO	\$45	80654	Wiggins	CO	\$50
80824	Kirk	CO	\$200	80757	Woodrow	CO	\$200
80825	Kit Carson	CO	\$50	80758	Wray	CO	\$50
80645	La Salle	CO	\$50	80759	Yuma	CO	\$50
80535	Laporte	CO	\$100	82082	Pine Bluffs	WY	\$45

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**Item 732 Pickup and Delivery Service Nebraska**

Shipments moving to or from the following zipcodes will be subject to the associated surcharge.

zipcode		chg	zipcode		chg
69121	Arthur	NE \$25	69348	Hemingford	NE \$25
69333	Ashby	NE \$25	69350	Hyannis	NE \$25
68821	Brewster	NE \$25	69216	Kilgore	NE \$45
69125	Broadwater	NE \$25	69036	Lebannon	NE \$25
69166	Brownlee	NE \$45	69354	Marsland	NE \$25
69023	Champion	NE \$25	69037	Max	NE \$25
69211	Cody	NE \$45	69218	Merriman	NE \$45
69339	Crawford	NE \$25	69152	Mullen	NE \$25
69212	Crookston	NE \$45	69219	Nenzel	NE \$45
69026	Danbury	NE \$25	69040	Palisade	NE \$25
68833	Dunning	NE \$25	69041	Parks	NE \$25
69340	Ellsworth	NE \$25	69157	Purdum	NE \$25
69134	Elsie	NE \$25	69360	Rushville	NE \$25
69135	Elsmere	NE \$45	69163	Stapleton	NE \$25
69339	Fort Robinson	NE \$25	69166	Thedford	NE \$45
69339	Glen	NE \$25	69167	Tryon	NE \$25
69139	Grainton	NE \$25	69169	Wallace	NE \$25
69030	Haigler	NE \$25	69045	Wauneta	NE \$25
69142	Halsey	NE \$25	69365	White Clay	NE \$25
69345	Harrisburg	NE \$25	69366	Whitman	NE \$25
69346	Harrison	NE \$25	69367	Whitney	NE \$25
69347	Hay Springs	NE \$25			
69032	Hayes Center	NE \$25			

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**Item 740      Pick up or Delivery Service – High Congestion Area**

Shipments originating or terminating at areas defined as HIGH CONGESTION AREAS will be assessed additional charges:

CHICAGO ILLINOIS 60601-60606, 60611, 60661:      \$45.00 / pallet\*

\*pallet dimensions not to exceed 48 inches long by 48 inches wide, rate will be assessed for each "48x48" floor space foot print or portion thereof

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**Item 750**      **Pick up or Delivery – Grocery Warehouse or Distribution Center**

Pick up at or delivery to any grocery warehouse or distribution centers will only be handled on a Spot Quote charge.

A \$500 minimum charge applies.

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## **Item 770**      **Reconsignment or Diversion**

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**

- a. A change in the name of the Consignor or Consignee.
- b. A change in the place of delivery within the original destination point.
- c. A change in the destination point.

### **2 Conditions**

- d. Requests must be made in writing and DUBL must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- e. DUBL will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not effected.
- f. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of DUBL before reconsignment will be made.
- g. Only entire shipments, not portion of shipments may be reconsigned.
- h. A request for reconsignment will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
- i. Requests for reconsignment of C. O. D. shipments will be accepted only from the consignor.
- j. The assessed charges will be the responsibility of the party requesting the reconsignment only, unless another party agrees in writing to the satisfaction of DUBL to be responsible for the assessed charges. In the case of the latter, the party requesting the reconsignment will be responsible for obtaining and forwarding to DUBL satisfactory written authorization from the part to be billed for the applicable charges.

(continued on next page)

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(Item 770 continued)

**3 Charges**

If Reconsignment results in a change: →	In the name of the Consignee with no change in place of delivery	In the place of delivery within the original destination point	In the destination point
And reconsignment occurs ↓	The charges will be		
Prior to tender of delivery	<b>\$35.00</b>	<b>\$35.00</b>	Published tariff rate to and from the reconsignment point + <b>\$35.00</b>
After tender of delivery	A charge of <b>\$3.50</b> per 100 pounds subject to a minimum charge of <b>\$35.00</b> and maximum charge of <b>\$350.00 + \$35.00</b>	A charge of <b>\$3.50</b> per 100 pounds subject to a minimum charge of <b>\$35.00</b> and maximum charge of <b>\$350.00 + \$35.00</b>	Published tariff rate to and from the reconsignment point + <b>\$35.00</b>

**4 Remarking, Labeling or Tagging**

- a. An additional charge of **\$1.50** per package or piece of freight which requires remarking, labeling, or tagging subject to a minimum charge of **\$25.00** per shipment will be charged.

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**Item 790**      **Redelivery**

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

- 1) If one or more additional tenders, or final delivery of the shipment is made at a Consignee's premises, a charge of **\$4.50 per 100 pounds**, subject to a minimum charge of **\$50.00** and a maximum charge of **\$375.00** will be assessed for each such tender and for the final delivery.
- 2) All charges accruing under the provisions of this Item must be paid, or guaranteed to the satisfaction of DUBL, by the party requesting redelivery before the shipment is redelivered.

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**Item 800**      **Construction Site Pickup or Delivery**

Construction site pickups or deliveries will be defined as a pick-up or delivery at a site or location of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place. The charge for performing such construction site pick-up or delivery will be **\$3.10 per 100 pounds**, subject to a minimum charge of **\$65.00** and a maximum charge of **\$250.00** per shipment or stop in addition to all other applicable charges.

All charges accruing under the provisions of the Item must be paid, or guaranteed to the satisfaction of DUBL, by the party requesting residential delivery before the shipment is picked up or delivered.

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**Item 810**      **Residential Delivery or Pick-Up**

Residential pick-up or delivery will be defined as a pick-up or delivery at a site or location not engaged in manufacturing, retailing, warehousing or other commercial enterprises. The charge for performing such residential pick-up or delivery will be **\$5.50 per 100 pounds**, subject to a minimum charge of **\$65.00** and a maximum charge of **\$250.00** per shipment or stop in addition to all other applicable charges.

All charges accruing under the provisions of the Item will automatically be assessed and due when delivery or pick up is at a site or location described above.

The above fee will include a prior notification when contact information is provided on the bill of lading or pick up request. This notification will not mitigate appointment charges if pick up delivery cannot be made within normal operating hours.

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### **Item 811      Limited Access Locations**

When making a pickup or delivery at a limited access location, a **\$100.00** per shipment will apply.

The term LIMITED ACCESS LOCATION includes but is not limited to the following:

- 1) Individual (mini) storage units
- 2) Churches
- 3) Schools
- 4) Commercial establishments not open to walk-in public during normal business hours
- 5) Fairs or carnivals
- 6) Prisons
- 7) Military Base/Installations
- 8) Mine Sites
  
- 9) Senior living centers
  
- 10) Hotels
  
- 11) Golf Courses and Country Clubs

In the case of delivery, such charge will include an initial notification to make delivery arrangements only if DUBL is provided the correct telephone number of the Consignee

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**ITEM 830    Exhibition Sites/Trade Shows Pickup or Delivery**

Shipments originating at or destined to exhibition sites or trade shows will be subject to an additional pickup and/or delivery charge of \$75.00. This charge is in addition to all other applicable charges.

Shipments originating at or destined to exhibition sites or trade shows in Illinois (600-608) will be subject to an additional pickup and/or delivery charge of \$150.00. This charge is in addition to all other applicable charges

Also applies at a warehouse where trade show shipments are held either prior to or following a trade show.

Class 125 will apply on all exhibition material, paraphernalia, Booths or Stalls.

Freight charges must be prepaid

Issued By:  
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**Item 870**      **Sorting, Segregating, Assembling or Recouping**

Loading or unloading does not include assembling, packing, unpacking, inspecting, sorting or segregating freight. A charge of **\$1.50 per package or \$3.50 per 100 pounds**, whichever is greater, will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics, subject to a minimum charge per shipment of **\$55.00**.

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### **Item 880**      **Stop Offs - Loading/Unloading**

Truckload shipments may be stopped in transit at a point or points in route between original point of origin and the final destination for the purpose of partial unloading (or loading) provided the stop-off point is directly intermediate to the final destination (or origin) via the direct route over which operations are generally conducted by DUBL, subject to the following:

- 1) Arrangements for the stop-off must first be made with DUBL.
- 2) Stopping in transit privileges will only apply on shipments received on one day from one Consignor. 3) The name of places or addresses at which vehicles are to be stopped for completion of loading or partial unloading shall be shown, along with definite instructions and description as to articles to be unloaded (or loaded) either in the body of the Bill of Lading, or in a separate paper which shall be attached to and considered as part of the shipping documents.
- 4) Charges will be assessed on the basis of the applicable minimum weight or actual weight, when greater, of the entire shipment and at the truckload rate applicable from original point of shipment to the point which the highest rate applies where any portion of the shipment is delivered. The charges for each stop, exclusive of original pick-up or final delivery shall be **\$50.00** per stop. This will be in addition to all other charges assessed against the shipment. In cases where shipments are consigned to more than one Consignee, all charges must be prepaid.
- 5) Stopping in transit for partial unloading (or loading) will not be permitted for C.O.D. shipments.

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## **Item 890      Storage Charges**

Freight held in DUBL's possession by reason of an act or an omission of the Consignor, Consignee or owner and through no fault of the DUBL, will be considered stored immediately and will be subject to the following provisions:

- 1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 am, the day after freight is received by the DUBL.
- 2) Storage charges on undelivered freight will begin at 7:00 am the first business day after notice of arrival has been given except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
- 3) Storage charges on freight stored in DUBL's possession, other than that provided for in Paragraph (4), will be subject to the following minimum charges:

### **Minimum charges:**

For each 100 pounds or fraction thereof per 24 hrs or fraction thereof ... **\$2.00**  
Minimum storage charge per day ..... **\$50.00**  
Minimum storage charge per shipment ..... **\$100.00**

### **Maximum charges (per shipment or per vehicle):**

For the first 24 hours or fraction thereof ..... **\$100.00**  
For the second 24 hours or fraction thereof ..... **\$150.00**  
For the third and each succeeding 24 hours or fraction thereof ..... **\$200.00**

- 4) Freight stored in DUBL's possession which is subject to weights of 10,000 pounds or greater, or which is subject to Exclusive Use of Vehicle provisions, will be assessed the following charges:

For the first 24 hours or fraction thereof ..... **\$100.00**  
For the second 24 hours or fraction thereof ..... **\$150.00**  
For the third and each succeeding 24 hours or fraction thereof ..... **\$200.00**

- 5) Storage charges under this item will end when DUBL is able to deliver or transport the freight, as a result of action by the Consignee, Consignor OR owner.

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**Item 885 Reweigh and Inspection Charges**

A Weight and Inspection charge of \$20.00 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.

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**Item 910**      **Pickup Requested, But Cancelled or not available**

When DUBL upon receipt of a request to pick up a shipment and DUBL has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of DUBL, the service request is canceled or the shipment is not ready or available for pickup, a charge of \$60.00 shall be assessed against the party making such request.

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**Item 920 Pickup and Delivery Service Port Of Houston**

When making a pickup or delivery at the Port of Houston an additional charge of \$50.00 per hour subject to a minimum charge of \$100.00 will apply in addition to the applicable freight charges. A representative of the customer shall notate on the shipping document{either Bill of Lading or Delivery Receipt} the drivers arrival time and completion time. If the customer refuses to notate the required times, a person for DUBL may do so. Such notation will be binding on both parties.

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**Item 930      Pick up or Delivery Service – Airports**

Shipments originating or terminating at any airport including addresses located at O'Hare International Airport 60666 or Chicago Midway International Airport 60638 will be assessed a **\$110.00** charge in addition to all other applicable charges

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**Item 950**      **Inactive Pricing provisions.**

The absence of transportation activity for 365 days with a specific account, for which DUBL has established pricing, will cause the pricing provisions to be null and void. No additional notice of cancellation will be published.

Revisions of specific account pricing agreements, cancels all prior agreements, for that account on the effective date of the revision.

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