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**ORIGINAL**

**Tariff No. 1**

**TITLE PAGE**

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**STANDARD LOGISTICS TRANSPORTATION LLC  
("Carrier")**

**RULES / ACCESSORIALS TARIFF**

**TRUCKLOAD SERVICE**

**RULES, REGULATIONS AND CLAIMS PROCEDURES  
FOR MOTOR CARRIER SERVICES**

**BETWEEN**

**POINTS IN NORTH AMERICA (EXCEPT MEXICO)**

**ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS**

ISSUED January 18, 2023

EFFECTIVE January 18, 2023

ISSUED BY  
Standard Logistics Transportation LLC

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**TABLE OF CONTENTS**


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Subject	Item No.	Page
Application of Tariff and Bill of Lading .....	10	1
Mileage .....	20	1
Notice and Amendments .....	30	1
Rates and Schedules .....	100	1
Payment .....	110	2
Delinquent Accounts .....	120	2
Additional Costs .....	130	2
Lien Right .....	140	2
Minimum Charge .....	150	2
Quotes .....	160	2
Application of Accessorial Charges .....	200	2
Loading and Unloading .....	210	3
Proof of Delivery .....	215	3
Detention .....	220	4
Fuel Surcharge .....	230	4
Special Permits or Fees .....	240	4
Tolls and Scale Tickets .....	250	4
Trans-Border Fee: Canada .....	260	4
Vehicle Furnished But Not Used and Load Cancellation .....	270	4
Holiday Pick-Up and Delivery .....	280	5
Carrier Liability and Released Value .....	300	5-6
Filing of Cargo Claims .....	310	6-7
Investigations of Cargo Claims .....	320	7
Acknowledgment of Claims .....	330	7
Processing of Salvage .....	350	7-8
Claims for Overcharge, Undercharge or Duplicate Payment .....	400	8
Filing, Documenting, and Processing Claims .....	410	8
Disposition of Unidentified Payments, Overcharges or Duplicate Payments Not Supported By Claims .....	420	8
Liabilities Not Assumed .....	500	9
COD Shipments .....	510	9
Force Majeure Events .....	520	9
Appointments .....	530	9
Impracticable Operations .....	540	10
Size and Weight .....	550	10
Warranties .....	560	10
Non-Waiver .....	570	10
Packaging, Marking and Paperwork .....	580	10
Hazardous Materials .....	600	11
NY Metro Delivery .....	605	11
Pier Deliveries .....	610	11
Pallet Exchange .....	615	11
Reconsignment or Diversion .....	620	11
Redelivery .....	630	11-12
Return, Rejected and Damaged Shipments .....	640	12
Specialized Services and/or Equipment .....	650	12
Stop-Off In Transit: Loading / Unloading .....	660	12
Storage Rights .....	670	12-13
Shipper Bill of Lading / Airway Bills / Paperwork .....	700	13
Subcontracting Rights .....	710	13
Vehicle Used to Transport Customer Trailer .....	720	13

**Item 10: APPLICATION OF TARIFF AND BILL OF LADING**

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico. Application of this Tariff may be waived only if such waiver is express and contained in a written agreement signed by an authorized representative of Customer and an officer of Carrier. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier's standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

Carrier shall have sole discretion as to whether to accept or reject any request for services by Customer and shall have no liability arising from or related to any refusal to provide services. In no event will Customer tender any cargo requiring controlled temperature transportation. Customer warrants that any cargo intended for human or animal consumption will be tendered in completely enclosed containers.

**Item 20: MILEAGE**

Mileage shall be calculated using the version of Carrier's mileage guide in-effect on the date of pick-up, which is currently PC Miler. Carrier shall have sole discretion in determining the routing of any shipment, and is under no obligation to select the shortest possible route. Customer shall be responsible for mileage based on the route actually taken.

**Item 30: NOTICE AND AMENDMENTS**

Carrier may revise this Tariff within its sole discretion and the revised Tariff will apply to any movements of cargo initiated by Carrier during the effective period of the respective version of this Tariff. With respect to moves initiated prior to 12:01 A.M. on the effective date of this Tariff, the move in question will be governed by the version of this Tariff in effect as of the time and date that the move was initiated.

**Item 100: RATES AND SCHEDULES**

- a) Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.
- b) All rates are based on solo transit times unless otherwise noted. If team service is requested or required to legally meet delivery windows, a \$.65 per mile charge will apply.
- c) If refrigerated or protective service is requested, a \$.65 per mile charge will be assessed with a minimum charge of \$250.
- d) In calculating freight charges or mileage, fractions of less than ½ (.5) will be rounded down to the nearest whole number, and fractions of ½ (.5) or greater will be rounded up to the nearest whole number.

ISSUED January 18, 2023

EFFECTIVE January 18, 2023

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**Item 110: PAYMENT**

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable in full and without offset within fifteen (15) days of the date of Carrier's invoice ("Payment Due Date"). In addition to any other party that may be responsible for payment (e.g., the shipper, Customer, or a third-party "bill-to" payor, etc.), both the consignor and the consignee are liable for Carrier's charges unless, with respect to a "collect" shipment, liability for charges is expressly disclaimed by the consignor on the face of the bill of lading in the space indicated for such disclaimer, if any.

**Item 120: DELINQUENT ACCOUNTS**

Payments received more than 30 days after the Payment Due Date will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the Payment Due Date until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, Carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

**Item 130: ADDITIONAL COSTS**

Whenever Carrier incurs costs due to Customer requirements, the customer shall be invoiced at 115% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

**Item 140: LIEN RIGHTS**

CARRIER SHALL HAVE A POSSESSORY LIEN ON SHIPMENTS AND ANY PROCEEDS THEREFROM IN ITS DOMINION AND CONTROL FOR THE PAYMENT OF ANY AMOUNTS DUE AND OWING TO CARRIER. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARRIER WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL AMOUNTS DUE AND OWING TO CARRIER REGARDLESS OF WHETHER THOSE CHARGES RELATED TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.

**Item 150: MINIMUM CHARGE**

Except as otherwise provided, rates are subject to a minimum charge of \$450.

**Item 160: QUOTES**

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this tariff, contract rate schedule or spot rate form in effect of the date shipment.

**Item 200: APPLICATION OF ACCESSORIAL CHARGES**

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein shall govern.

**Item 210: LOADING AND UNLOADING**

- a) Carrier will provide “pick-up” at origin, which shall mean collecting freight from a loading site, platform, doorway, or shipping room directly accessible to a highway vehicle. Carrier will likewise “deliver” at destination, which shall mean transporting freight to a platform, doorway, or shipping room directly accessible to a highway vehicle.
- b) Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor or consignee requests that Carrier furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed of actual time of outside labor. If the driver or any other Carrier personnel is requested to assist with loading and/or unloading, a charge of \$50 per person per hour, or fraction thereof, will be assessed in addition to all other applicable charges.
- c) Carrier may accept sealed trailers or containers in Carrier’s discretion. Carrier will have no liability for any shortage from any sealed container, nor with respect to damage caused by improper loading, in any instance where Carrier was not present at the time of loading, regardless of whether the bill of lading or other shipment documentation bears any designation indicating that the shipment was loaded outside of Carrier’s ability to monitor loading. Carrier may break any seal if, in Carrier’s sole discretion, Carrier or the driver believes that the load is unsafe or improperly loaded. Likewise, upon demand by law enforcement personnel, Carrier may break any seal and access any trailer or container. A missing or broken seal shall not affect Carrier’s liability with respect to cargo loss or damage, nor shall it affect the cargo claimant’s burden of proof with respect to cargo loss or damage. A broken or missing seal, in and of itself, is not evidence of damage, nor evidence that a shipment may have been subjected to contamination.
- d) Shipments loaded by the consignor will be properly secured and braced by the consignor. At the request of consignor, or if Carrier determines in its reasonable discretion that blocking and bracing performed by the consignor is insufficient, Carrier will perform shoring or blocking services. A charge of \$50 per man hour or fraction thereof will be assessed for this service.
- e) When applicable, a tarping charge of \$50 per occurrence will apply.
- f) A \$100 additional charge will apply to shipments delivered to amusement parks, chauquas, construction/job sites, exhibitions, expositions, fairs, farms, mines, mini storage, schools, military bases, government institutions, prisons, jails, detention centers, and places of Worship.
- g) Issuance of a revised bill of lading once original shipment has been tendered will be subject to a \$35 fee per occurrence.
- h) Shipments placed under bond will be assessed a fee of \$4.50 per cwt subject to a \$120 minimum charge and a maximum of \$400 per occurrence.
- i) Shipments requiring billing/collections from an entity other than the shipper or consignee will be subject to a \$25 fee per invoice.
- j) The Customer is responsible to ensure that loading conforms to all regulations on all roads and highways traveled. Any fines associated with loading and unloading will be passed back to Customer. In addition, Customer will pay Carrier an additional 10% fee on any such fine(s).

**Item 215: PROOF OF DELIVERY**

Carrier will provide proof of delivery (“POD”) within a commercially reasonable timeframe following Customer’s written request, but in no event will Carrier’s inability to provide a POD result in a presumption that the cargo has not been delivered.

**Item 220: DETENTION**

- a) When Carrier's vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

Type of Equipment	Total "Free Time" Allowance for Loading and Unloading Combined	Charge in excess of "Free Time"
Trailer Only	0 Hours	\$40 Per Day
Trailer With Power	2 hours	\$17.50 per ¼ hour

- b) Time per vehicle shall begin upon arrival of driver to the consignor or consignee facility and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- c) Where the vehicle is delayed or detained at the premises of consignor or consignee for loading or unloading and such delay or detention requires the vehicle to layover for the night an additional fee of \$250 per night will be assessed to the Customer.

**Item 230: FUEL SURCHARGE**

Absent Carrier's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using Carrier's standard 2022 Fuel Schedule ("Fuel Schedule"). The Fuel Schedule can be located at [www.standardls.com](http://www.standardls.com). Carrier may adjust the Fuel Schedule in its sole discretion without notice. Adjustments, if any, in the Fuel Schedule will be effective for shipments picked up the calendar day following the calendar day of publication of such adjustments. The Fuel Schedule shall be applied regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada.

**Item 240: SPECIAL PERMITS OR FEES**

Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at a cost plus 15% of such cost.

**Item 250: TOLLS AND SCALE TICKETS**

Toll charges and scale tickets will be assessed to the Customer in addition to any and all other lawful transportation and related charges. The actual cost of each toll charge shall be passed through to Customer plus a 5% fee, and the actual cost of each scale ticket shall be passed through to Customer plus 10% fee.

**Item 260: TRANS-BORDER FEE: CANADA**

A fee of \$30 will be charged on all shipments that a) pick up in the U.S. and deliver in Canada, b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada. No such fee will be charged for intra-Canada moves.

**Item 270: VEHICLE ORDERED BUT NOT USED AND LOAD CANCELLATION**

When an order is canceled prior to a vehicle being dispatched fees will be charged at the greater of 50% of the linehaul rate for the cancelled order or \$250. When an order is cancelled after a vehicle has already been dispatched with pickup orders, fees will be charged at 100% of the agreed linehaul rate for the order.

**Item 280: HOLIDAY PICK-UP AND DELIVERY**

A fee of \$150 will be charged on all shipments that are picked-up, delivered, or that are in-transit on the following holidays: New Year's Day, Martin Luther King Jr. Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

**Item 300: CARRIER LIABILITY AND RELEASED VALUE**

- a) Carrier's liability for loss, damage or destruction to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. The period of Carrier's liability shall commence at the later of the time that cargo is loaded onto the transporting trailer or, if such loading occurs at any time while such trailer is not coupled to a power unit operated by Carrier, then upon coupling of a power unit operated by Carrier to the trailer. The period of Carrier's liability shall terminate once Carrier has made the trailer available for unloading at the consignee's location. Carrier's sole liability with respect to delay in pick-up or transportation shall be if Carrier fails to deliver with reasonable dispatch and such failure results in loss, damage or destruction to cargo being transported. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier's liability for loss, damage, or destruction as to any cargo shall not exceed \$100,000 per trailer or conveyance.
- b) Declaring values in excess of \$100,000.
  - i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of \$100,000 (but in any event, not exceeding \$250,000 in total value) will be declared, and the amount that will be declared. The released value shall be valid (meaning Carrier's \$100,000 limitation of liability shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order to request such additional liability, the Customer must contact Carrier at (833)739-2008 and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
  - ii. The declared value must be clearly stated as such on the face of the bill of lading.
  - iii. A charge of \$.65 per \$100 of declared value in excess of \$100,000, in addition to all other charges, shall be assessed. Subject to a minimum charge of \$55.
  - iv. Declared values in excess of \$250,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Carrier's liability shall continue to be limited to \$100,000 per trailer or conveyance.
- c) The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, released value or declared value (if any). In any event, Carrier cargo liability for such goods is limited to \$1.00 per pound per item up to \$50,000 per trailer or conveyance unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of cargo, and will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be \$.65 per \$100.00 of value declared over \$50,000 with a maximum limit of \$100,000 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.
- d) In no event shall Carrier's liability exceed the lesser of the cost to repair or replace the cargo, the released value, or the declared value (if any).

- e) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.
- f) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
- g) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the Customer's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the Customer.
- h) Carrier shall have the full benefit of the limitations on the amount of Carrier's liability for cargo loss, damage or destruction as set forth herein unless the Carrier has converted the cargo to its own use, or, through its intentionally wrongful conduct, has destroyed the cargo. Carrier's commercially reasonable disposal of damaged or destroyed cargo is not, nor shall it be considered, intentionally wrongful conduct.

#### Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money. Each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct. Meeting these requirements will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery and a request for inspection by Carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.



If more than fifteen (15) days pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Carrier. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Carrier no later than two (2) years and one day from the day when written notice is given by the Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

### **Item 320: INVESTIGATIONS OF CARGO CLAIMS**

Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated.

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim.

For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

### **Item 330: ACKNOWLEDGMENT OF CLAIMS**

Carrier will, upon receipt in writing of a proper claim in the manner as required herein, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Carrier unless Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed, may have revealed.

### **Item 350: PROCESSING OF SALVAGE**

Whenever baggage or material, goods, or other 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, will give due notice whenever practicable to do so to Customer, the owner and other parties, known to the Carrier, that may have an interest therein. Unless Carrier receives disposition instructions as set forth below after giving such notice, Carrier will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Carrier will dispose of the property in a commercially reasonable manner. Carrier will 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 also will 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 filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Carrier will 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.

If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale at a public auction and Carrier has the right to offer the shipment for sale. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of 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 written claim and proof of ownership.

#### **Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT**

- a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b) or any other charge imposed that is in excess of agreed upon and otherwise applicable rates. It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
- c) "Unidentified payment" means a payment which a Carrier has received but which the Carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with the Carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

#### **Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS**

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

#### **Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

**Item 500: LIABILITIES NOT ASSUMED**

CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY LOST PROFITS, LOST SALES, DAMAGES DUE TO BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR RELATED TO SERVICES OR OPERATIONS HEREUNDER, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

**Item 510: COD SHIPMENTS**

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by Carrier subject to the following provisions and charges:

- a) Notification of a COD shipment must be given at time order is telephoned in or otherwise first communicated to Carrier. Carrier assumes no liability for the form of tender accepted.
- b) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:

COLLECT ON DELIVERY \$\_\_\_\_\_ and remit to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

- c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- d) The charge for collecting and remitting the amount of each COD bill will be 1.5% of the COD amount, subject to a minimum charge of \$25.00 per shipment.
- e) Carrier's responsibility for COD payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Carrier.
- f) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.

**Item 520: FORCE MAJEURE EVENTS**

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Pandemic, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

**Item 530: APPOINTMENTS**

Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Carrier will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Carrier's duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

**Item 540: IMPRACTICABLE OPERATIONS**

Nothing in this tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

**Item 550: SIZE AND WEIGHT**

Depending on size and weight information provided by Customer, Carrier may determine that tendered cargo will require oversize permits, overweight permits, specialized equipment, or otherwise be subject to additional requirements including, but not limited to, shipment routing and pilot car requirements. Customer understands and agrees that any conditions imposed under any applicable law, rule or regulation, or under any required permits or approvals, will supersede and instructions or requests of the Customer. Customer will be responsible for the costs of obtaining any such permits and approvals, and for costs associated with complying therewith.

Without in any way limiting the foregoing, Customer shall be responsible for the costs of any required pilot car service, and costs associated with loading cargo on and off of Carrier's equipment, including, but not limited to, any crane or rigging services. Any such amounts paid by Carrier for which Customer is responsible shall be subject to Carrier's lien.

In no event will Carrier have any liability to Customer arising from or related to services provided by any pilot car service, rigging or crane service.

**Item 560: WARRANTIES**

Customer warrants and represents that all information provided to Carrier is accurate, complete and sufficient to allow Carrier to perform requested transportation in accordance with all applicable laws, rules and regulations. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD CARRIER HARMLESS FROM AND AGAINST ALL LOSS, COST, PENALTY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH CARRIER PAYS OR INCURS AS A RESULT OF CUSTOMER FAILING TO FULLY DISCHARGE THIS OBLIGATION.

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

**Item 570: NON-WAIVER**

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

**Item 580: PACKAGING, MARKING AND PAPERWORK**

The "shipper," not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

**Item 600: HAZARDOUS MATERIALS**

Shipments which contain articles considered hazardous as defined by applicable law or regulation will be subject to an additional charge of \$150 per shipment. Such charge shall be in addition to all other applicable charges. A minimum of 24 hours advance notice must be given to Carrier before tendering such a shipment advising of the consignor, origin, consignee and destination. When special permits are required by federal, state, provincial, or local regulation, the purchase costs of such permits will be paid by or billed to the party responsible for freight charges.

**NOTE:** The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide the Carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein.

**Item 605: NY METRO DELIVERY**

A charge of \$200 per load will be applied to all shipments that have any or all drops or pick-ups in the New York Metropolitan area.

**Item 610: PIER DELIVERIES**

Carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$75 minimum. Detention will be applied normally.

**Item 615: PALLET EXCHANGE**

If Carrier is required to provide pallets, the following accessorial cost will be assessed per pallet, in addition to the line haul rate and all other applicable charges; the greater of \$7.50 per pallet or the actual cost per pallet.

**Item 620: RECONSIGNMENT OR DIVERSION**

Shipments may be diverted or reconsigned upon instructions from Customer, and Carrier's applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges. A reconsignment fee of \$110 per shipment will apply.

**Item 630: REDELIVERY**

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Carrier vehicle is capable of making delivery and through no fault of Carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given, until delivery is made,

ISSUED January 18, 2023

EFFECTIVE January 18, 2023

ISSUED BY  
Standard Logistics Transportation LLC

subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Carrier's vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignee's next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until Carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location and a redelivery fee of \$150 will also be assessed. However, if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$75 shall be assessed.

#### **Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS**

On shipments or portions thereof which are returned (refused) or rejected, or with respect to shipments which Carrier is unable to deliver due to circumstances beyond Carrier's control, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin. The rate of the return movement of such shipments shall be the same as the outbound movement in effect on the date of return. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

#### **Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT**

Upon request, Carrier may provide specialized services and/or equipment, and in any event, based on information provided by Customer, Carrier may determine, in its sole discretion, whether any such equipment or service is required with respect to requested services. Customer shall be responsible for all charges related to specialized services or equipment. Where such specialized services include tank cleaning, Customer shall be responsible for the total cost plus 5%.

If prior arrangements for specialized services and/or equipment are not made with the Carrier, Carrier reserves the right to refuse such shipment. Customer may, at its own cost and risk, choose, or Carrier may, in its sole discretion and at Customer's sole cost and expense, choose to unload the shipment and wait for the required equipment to be furnished. Any costs incurred by Carrier with respect thereto shall be subject to Carrier's lien. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media.

#### **Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING**

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination. Notwithstanding the foregoing, when the applicable rate is based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points.
- c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading, the charge shall be \$75 per stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the Carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

#### **Item 670: STORAGE RIGHTS**

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier's liability as a warehouseman shall begin immediately upon refusal or rejection and Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole

option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Carrier.

Carrier liability for loss or damage to cargo is eliminated once cargo is deposited.

**Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK**

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Carrier, shall act solely as "receipts" for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Carrier's Bill of Lading and this tariff in effect when service is provided.

**Item 710: SUBCONTRACTING RIGHTS**

When necessary to honor service commitments, Carrier may, at its sole discretion, utilize the services of other carriers or modes of transportation. In such a circumstance, Carrier will notify Customer as soon as reasonably practicable that another carrier or mode of transportation may be utilized. Regardless of whether Carrier utilizes another carrier or mode of transportation, Carrier's liability to its customer will not change unless agreed upon in writing by Carrier and Customer. If Customer timely objects to the use of another carrier or mode of transportation, which is understood to mean at least twenty-four hours prior to the scheduled pick-up time, then Carrier may, in its sole discretion, reject the Customer's request for service and Carrier will have no liability to the Customer related to or arising out of the rejection.

**Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER**

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. As Carrier is requested or required to provide power to transport a Customer trailer, charges will be 100% of the applicable one-way mileage (outbound) rate.