NATIONWIDE INTERSTATE RELOCATION TARIFF Tariff No. UMT1

ISSUED: October 1, 2018 EFFECTIVE: January 1, 2019

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ITEM 1 APPLICATION AND FORMAT OF TARIFF

APPLICATION

UMT1 (hereinafter "tariff") serves as the published tariff that governs transportation of Household Goods <u>and</u> Motor Vehicles in interstate commerce between points in the U.S. (excluding Hawaii) as well as between points in the U.S. and Canada. Except as otherwise specifically provided in this tariff, all rules, rates and charges in effect on the date shipment is <u>loaded at customer's origin location</u> shall be applicable.

This tariff will <u>NOT</u> be applicable on shipments consisting solely of commodities other than Household Goods or Motor Vehicles and/or are BETWEEN points other than described above.

- NOTE 1: The terms, "Household Goods" and "transportation" as used in this tariff shall have the same meaning as defined in 49 U.S.C. §13102.
- NOTE 2: The term "Motor Vehicles" as used in connection with this tariff includes, but is not limited to, used automobiles, pickup trucks, vans, sports utility vehicles (SUV), dune buggies, antique automobile reproductions, antique automobiles (i.e., over 25 years old), and specialty motor vehicles.
- NOTE 3: The term, "interstate commerce" as used in this tariff shall have the same meaning as defined in Chapter 135 of Title 49 of the U.S. Code.
- NOTE 4: Except where specifically stated otherwise, the term "customer" as used in this tariff shall mean shipper as that term is commonly understood in the transportation industry.
- NOTE 5: The term "carrier" as used in this tariff shall mean all carriers participating in this tariff and providing transportation in interstate commerce under its own operating authority granted by the Federal Motor Carrier Safety Administration.
- NOTE 6: For provisions in effect prior to the effective date of this tariff (for Household Goods and Motor Vehicles), refer to tariffs STB HGB 400N, 104-G, STB UVLN 1, UVLN 417-E, collectively published by United Van Lines, LLC or tariffs STB HGB 400N, 104-G, STB AERM 1, AERM 403-A, published by Mayflower Transit, LLC, and supplements thereto and revisions thereof.

PROHIBITED ITEMS: Carrier, in its sole discretion, may refuse to accept any item or article for shipment, transport and/or storage including (though not limited to) any of the following:

- (a) Explosive or dangerous property including, but not limited to tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools or appliances. This <u>prohibition</u> also **includes** tanks or bottles that have been certified as empty;
- (b) Property liable to contaminate or otherwise damage shipments or equipment;
- (c) Motor Vehicles which, due to their mechanical condition, in the sole judgment of carrier cannot be safely or practically be transported by carrier or which, due to size, special construction or any other cause cannot be transported by carrier in compliance with all applicable laws and regulations:
- (d) Motor Vehicles which contain personal effects inside the Motor Vehicle;
- (e) Articles which <u>cannot be taken from the premises</u> without damage to the article or the premises, **or**, <u>perishable articles</u> including frozen foods, articles requiring refrigeration or <u>perishable plants</u>.
- (f) Items or articles prohibited by applicable law.

EXCEPTION: Carrier, may at its sole discretion accept for shipment or transport, but <u>NOT</u> storage, frozen foods and/or perishable plants only under the following conditions:

- 1. The frozen food is contained in a freezer, which at time of loading is at normal deep freeze temperature, and no preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is requested or required of carrier;
- 2. No preliminary or en route servicing or watering of plants or other preservative method is requested or required of carrier.
- The shipment is to be transported <u>not</u> more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading;

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ITEM 1 (Cont.) APPLICATION AND FORMAT OF TARIFF

- If carrier voluntarily accepts any Motor Vehicle for shipment or transport that CANNOT be loaded or unloaded under its own power, an additional per vehicle charge shall apply.
- 5. Carrier will not be responsible for any perishable articles or personal effects in Motor Vehicles included in a shipment without the knowledge of carrier.

GOVERNING PUBLICATIONS

This tariff is governed by the following described publications:

TITLE OF PUBLICATION	ISSUING AGENT(S)	
NATIONAL ZIP CODE DIRECTORY	U.S. Postal Service "USPS"	
CANADIAN POSTAL SERVICE DIRECTORY	Canadian Postal Service	
OFFICIAL HOUSEHOLD GOODS TRANSPORTATION MILEAGE GUIDE NO. 19 ("Mileage Guide 19")	AMSA and Rand McNally-TDM	

References to these governing publications also refers to any and all applicable subsequent reissues of the publications.

- NOTE 1: Except as specifically stated otherwise, Mileage Guide 19 is applicable for the determination of charges for distance-based services.
- NOTE 2: Mileage Guide 19 is <u>NOT</u> applicable for the determination of components of the Transportation Service charges FROM and TO points in the United States <u>or</u> BETWEEN points in the United States AND Canada that are rated on a USPS ZIP Code or a Canadian Postal Service Code basis.
- NOTE 3: Where a mileage radius is named, such mileage radius shall **include** all points within the described number of highway miles from the point that designates the mileage basing location of such named city as shown in Mileage Guide 19. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.
- NOTE 4: The first three (3) digits of the U.S. postal ZIP Code or the Canadian postal code define the applicable geographical service area for rate application purposes. If the United States or the Canadian Postal Service changes a three-digit code area of a postal ZIP Code or Canadian Postal Code after the effective date of this tariff, the old 3-digit code area shall be used for shipment rating purposes until a new corresponding three-digit code area is provided for herein.

FORMAT

This tariff contains two components:

(1) This <u>written component</u>, which <u>contains</u> the <u>governing rules</u> and <u>regulations</u> and an <u>explanation</u> of the <u>Transportation</u> Services and <u>additional services</u>.

and

(2) An <u>electronic component</u> which is web-based and <u>generates</u> the charges applicable for **Transportation Services** and **additional services**. The tariff charges included in the electronic component are presented without any adjustments (up or down), and might be changed by carrier via **BINDING ESTIMATE PRICE**, mark downs, mark ups, or otherwise altered through other provisions of the governing rules and regulations contained in the written component of the tariff and/or consistent with applicable law or regulation.

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ITEM 1 (Cont.) APPLICATION AND FORMAT OF TARIFF



Please refer to the <u>software portion</u> of this tariff for the TRANSPORTATION SERVICE charge and the charges for additional services. The amounts determined by the tariff <u>software</u>, which may be viewed upon request, are incorporated herein.

References that appear throughout the tariff to "in this tariff" or "in this Item" include both this written component and the electronic component of the tariff. The written component may be reviewed at the internet web addresses of participating carriers, and both components can be inspected upon request at One Premier Drive, Fenton, Missouri 63026.

ITEM 2 PARTICIPATING CARRIERS/ROUTING AND JOINT RATES

This tariff applies for the account of the following participating carriers: United Van Lines, LLC (U.S. DOT No. 077949) and Mayflower Transit, LLC (U.S. DOT No. 125563)

Except as otherwise provided in this tariff, and subject to any limitation in the scope of operations provisions published for account of individual carriers, rates apply via all routes made by use of carriers party to this tariff, with interchange at common points. For purposes of this rule, a common point is one where the two carriers interchanging at that point may lawfully serve in the manner required by such interchange.

The joint rates published in this tariff include all charges for drayage or other transfer services at intermediate transfer points on shipments handled through and not stopped for special service at such intermediate transfer points.

ITEM 3 SUBSTITUTION OF SERVICE

Shipments moving under the rates and provisions of this tariff, FROM, TO, or BETWEEN points served by carrier (or its connections) are subject to the provisions outlined below, and where substituted service herein is performed, rates and provisions of this tariff will apply.

Unless customer directs that rail carrier service shall <u>not</u> be performed, carrier may for its operating convenience, at its sole discretion, substitute service including, but not limited to other carriers and rail, for any or a portion of Transportation Service for a shipment. If carrier substitutes service, carrier will be responsible for any and all expenses included by using the substituted service including, if applicable, preparing or loading the trailer (TOFC) or container (COFC) for rail flat car service.

As applicable, substituted service using rail service under this item may be performed between any of the rail service intermodal locations included in carrier's Rail Service Location List, which is available from carrier upon request.

ITEM 4 INSPECTION OF ARTICLES

When carrier believes it necessary that the contents of cartons, packages, and/or Motor Vehicle(s), including the contents of any cartons or packages carrier views within the Motor Vehicle(s) be inspected, carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

ITEM 5 CONSOLIDATION OF SHIPMENTS

Shipments may only be consolidated with carrier's prior express written consent and shall <u>not</u> be consolidated after the commencement of loading of any of the involved shipments. The name of only <u>one</u> shipper and <u>one</u> consignee shall appear on <u>one</u> Bill of Lading for consolidated shipments.

ITEM 6 IMPRACTICAL OPERATIONS

It is the **responsibility of customer** to make shipment accessible to carrier <u>or</u> accept delivery from carrier at a point at which the road haul equipment may be safely operated.

Nothing in this tariff **shall require** carrier to perform any service at any point or location where, through no fault or neglect of carrier, the <u>furnishing of such services</u> is <u>impracticable</u> because:

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ITEM 6 IMPRACTICAL OPERATIONS (Cont.

- (a) The structure of a building and/or conditions of roads, streets, driveways, alleys or approaches thereto make a pick-up or delivery (or other requested stop) physically impossible or would subject operations to unreasonable risk of loss or damage to life or property;
- (b) Loading or unloading facilities are inadequate;
- (c) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of carrier to render service from, to or at other points or locations;
- (d) Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pick-up or delivery is to be made;
- (e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by carrier's equipment.
- (f) The nature of an article or articles included in the shipment.
- (g) Other impediments not created or caused by carrier's action or inaction.

When service is impractical for reasons stated in this item, carrier may reasonably: (1) complete service through the employment of services of a third party at customer's expense, subject to Advanced Charges; or (2) **hold itself available** at point of pick-up <u>or</u> tender delivery at destination at the <u>nearest</u> **point of approach** to the desired location where the road haul equipment can be made safely accessible.

If customer does <u>not</u> accept the shipment at <u>nearest</u> point of safe approach by carrier's road haul equipment to the destination address, carrier may place the shipment <u>or</u> any part thereof <u>not</u> reasonably possible for delivery, in Storage-in-Transit at the nearest available warehouse of carrier, <u>or</u>, at the option of carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered. Thereafter, the storage in the warehouse shall not be considered Storage-in-Transit, and customer must enter into a separate bailment agreement with the warehousemen to which carrier is not a party.

The charges to cover the movement of shipment (or part thereof) **from** point at which it was originally tendered, **to** warehouse location shall be computed on basis of weight of shipment (or that part of shipment) stored in warehouse, subject to applicable rate as provided in tariff **from** point at which it was originally tendered **to** warehouse location, which shall be in <u>addition</u> to charges **from** initial point of origin **to** point at which shipment was originally tendered. All accrued charges on the shipment (or any part thereof) shall be due and payable upon delivery of same **to** the warehouse. Any subsequent movement **from** warehouse shall **not** be part of the original Transportation Service performed under carrier's Bill of Lading.

ITEM 7 WEIGHING AND WEIGHTS

Except where specifically stated otherwise, a minimum weight of 3,400 pounds shall be applicable to Household Goods shipments for all charges in this tariff that are based upon the weight of those shipments. For Snapmovessm shipments, an assumed weight of 1,666 pounds per container shall apply to all charges in this tariff that are based on weight.

Carrier shall determine the weight of each Household Goods shipment transported prior to the assessment of any charges depending on the <u>actual</u> shipment weight. To the extent not already applicable, rules related to weighing procedures for Household Goods shipments found in Title 49 of the U.S. Code of Federal Regulations are hereby adopted as if fully stated in this tariff.

The bound weight declared by carrier and agreed to by customer shall apply to Household Goods shipments moving pursuant to a **BINDING ESTIMATE PRICE**.

Carrier may substitute manufacturer's weight for Motor Vehicles, campers, boats, and other similar vehicular or OVERSIZED and/or Bulky Articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide") for Motor Vehicles, or if the Motor Vehicle is not described in the N.A.D.A. Guide, from other appropriate reference sources. Or, customer may provide carrier with copies of manufacturer's documents evidencing the weight of the article included in a shipment.

Before commencement of the unloading of a Household Goods shipment weighed at origin and after customer is informed of the billing weight and total charges, customer may request a reweigh if any portion of the total charges are based on the Household Goods shipment's actual weight. The <u>final charges shall be based</u> on the <u>reweigh weight</u>.

ITEM 8 DISPOSITION OF FRACTIONS/TIME

FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a rate or charge, the following rules govern:

- (1) PENNY ROUNDING omits fractions of <u>less than</u> one-half of one-cent (i.e., \$0.0049 and under), and <u>increases</u> to the next whole figure fractions <u>equal</u> to or <u>greater than</u> one-half of one-cent (i.e., \$0.0050 and over).
- (2) NICKEL ROUNDING omits fractions of <u>less than</u> one-half of five-cents (i.e., \$0.0249 and under), and <u>increases</u> to the next whole figure fractions <u>equal</u> to or <u>greater than</u> one-half of five-cents (i.e., \$0.0250 and over).
- (3) QUARTER ROUNDING omit fractions of <u>less than</u> one-half of twenty five-cents (i.e., \$0.1249 and under), and <u>increase</u> to the next whole figure fractions <u>equal</u> to or <u>greater than</u> one-half of twenty five-cents (i.e., \$0.1250 and over).
- (4) DOLLAR ROUNDING <u>omits</u> fractions of <u>less than</u> one-half of one-dollar (i.e., \$0.499 and under), and <u>increases</u> to the next whole figure fractions <u>equal</u> to or <u>greater than</u> one-half of one-dollar (i.e., \$0.50 and over).

TIME

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:

- (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
- (b) When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one half hour.
- (c) When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three quarters of an hour.
- (d) When in excess of 45 minutes, the charge shall be for one hour.

ITEM 9 HOLIDAYS, REGULAR TIME AND OVERTIME

HOLIDAYS

Except as otherwise specifically provided in this tariff, reference to the term "**Holiday**" shall be the date such Canadian, U.S. National or officially declared State Holidays are observed.

When a Holiday falls on a Saturday, the Holiday will be observed on the preceding Friday. When a Holiday falls on a Sunday, the Holiday will be observed on the following Monday.

Additional charges for services performed on Holidays shall be applicable only when service is rendered within the political subdivision observing such holiday, on such observed Holiday date.

REGULAR TIME

Charges applicable for service provided between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding Holidays, shall be considered as being performed during <u>regular time</u>.

OVERTIME

Service performed (1) between 5:00 p.m. and 8:00 a.m. Monday through Friday, (2) during any hour on Saturdays, Sundays or Holidays, or (3) during any hour on Good Friday when service is provided in the New York City area (ZIP Codes 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127), shall be considered Overtime Service.

- NOTE 1: When carrier loads or unloads shipments during Overtime Service hours, an Overtime Service charge shall apply on a per hundred weight basis for Household Goods shipments (except that a flat charge will apply to Snapmovessm shipments and Motor Vehicle shipments, assessed on a per-container or per-vehicle basis). This service will be rendered upon customer's request and only at the sole option of carrier.
- NOTE 2: Overtime Service for loading or unloading will be performed at a warehouse only when agreed to by the warehouseman.

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ITEM 9 HOLIDAYS, REGULAR TIME AND OVERTIME (Cont.)

OVERTIME (Cont.)

NOTE 3: Overtime Service charges for loading and/or unloading when performed solely for carrier's convenience are not applicable.

ITEM 10 EXTRA LABOR

Extra Labor charges are applicable when carrier performs any additional services that are requested by the customer or that are required to service the shipment as described in this tariff, but that are <u>not</u> included in the Transportation Service charge and for which there are **no other** applicable charges in the tariff.

Extra Labor charges are applicable <u>per worker per hour</u> on both a Regular Time and an Overtime basis as applicable, and shall be determined based on the location where the service is performed.

At customer's request and depending on availability of drivers, carrier may, at its sole discretion, agree to provide more than one driver for a Motor Vehicle shipment. Charges for the extra driver shall be a per hour charge calculated from the time the extra driver departs from the point of loading the Motor Vehicle until the time the extra driver arrives at the point of unloading the Motor Vehicle AND a separate rate-per-mile charge for the return transportation of the extra driver to the point of loading. When carrier furnishes an extra driver for its own convenience, the charges described in this paragraph shall not apply.

ITEM 11 ADVANCING CHARGES

Charges advanced by carrier on account of customer for:

- a) Additional services provided by third-parties;
- b) Required permits for legally transporting articles that are over-width/height/length, or any combination thereof (includes use of one or more flagmen and/or escort vehicles);
- c) Expenses incurred by carrier as a result of services performed that are officially assessed state or local fees or taxes, use taxes and debris disposal or recycling fees; and/or
- d) Officially assessed federal, state, county or local toll and/or use charges;

shall be assessed to customer in addition to, and shall be collected with, all other lawful rates and charges.

- NOTE 1: All Advanced Charges will be supported by third-party invoice(s) or paid receipt(s).
- NOTE 2: Advanced Charges shall not be assessed for services normally provided by carrier as described in this tariff.

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ITEM 12 VALUATION

Carrier will <u>not</u> assume the cost of insurance against marine risk <u>or</u> any other insurance for the benefit of customer. Carrier's maximum liability in the event of loss or damage shall be limited to the actual loss or damage, <u>not exceeding</u> a specific dollar value calculated as follows:

For Household Goods shipments:

EITHER

Full Value Protection Option [Option 1] – The lump sum value declared by customer, which may not be less than: (a) an amount equal to \$10,000.00 multiplied by the number of containers included in a Snapmovessm shipment, *or* (b) \$6,000 *or* \$6.00 per pound multiplied by the actual (or bound) weight of the shipment, in pounds, whichever is greater, for all other shipments;

OR

Minimum Liability Option [Option 2] – Sixty (60) cents per pound of the weight of any lost or damaged article when customer has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

For Motor Vehicle shipments:

EITHER

Default Option – A per-vehicle default amount based upon the transportation rate applicable to the shipment, as follows:

First Class = \$30,000; Business Class = \$25,000, subject to a \$100 deductible; Economy Class = \$20,000, subject to a \$500 deductible; or Trans-border = \$30,000;

OR Lump Sum Option – The lump sum value declared by the customer.

For Household Goods shipments, unless customer expressly **waives** Full Value Protection (Option 1) ("FVP") and releases the shipment to a value <u>not</u> exceeding 60 cents per pound per article (Option 2), carrier's maximum liability for loss or damage shall default to Option 1 at a value equal to \$6,000 or \$6.00 per pound multiplied by the weight of the shipment, or \$10,000 per container for Snapmovessm shipments. Customer may also declare or release the shipment to carrier at a higher FVP dollar amount.

Customer's election shall be made on carrier's Bill of Lading or as otherwise required under applicable law and regulation and the applicable valuation shall be determined by the released value entered on carriers Bill of Lading prior to loading. Carrier's liability shall further be limited by the contract terms of carrier's Bill of Lading.

Provided that: Where customer is the **employer** of the consignor/consignee and/or actual owner of the shipment and is responsible for the charges in connection with such move, the employer may declare the valuation on behalf of its employee through **(a)** entering into a contract with a carrier as permitted under 49 U.S.C. § 14101(b), **(b)** by specification made on a purchase order, <u>and/or</u> **(c)** by issuing, in advance of the shipping date, appropriate letters of instruction to carrier. In such instances, such contract or written instructions shall be considered incorporated into the terms of carrier's Bill of Lading and in <u>lieu</u> of the consignor's personal signature and election relating to released rates.

As used in this tariff, the term "valuation" and the phrases, "released value", "declared value", and "value declared by customer" shall have the <u>same</u> meaning.

VALUATION RATES:

For Household Goods Shipments:

- FVP Option: \$150.00 Per Shipment PLUS \$.55 Per Each \$100 (or fraction thereof) of declared or released value
- Minimum Liability Option: Included in Transportation Charge; no additional charge

For Motor Vehicle Shipments:

- Lump Sum Option: \$.55 per Each \$100 (or fraction thereof) of declared or released value over the default level
- Default Option: Included in Transportation Charge; no additional charge

For Household Goods shipments, to avoid FVP charges, customer <u>must</u> waive FVP in writing on carrier's Bill of Lading and agree that if articles are lost or damaged, carrier liability will <u>not</u> exceed 60¢ per pound per article for the actual weight of any lost or damaged article (or articles) in the shipment.

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ITEM 12 VALUATION (Cont.)

- NOTE 1: When Storage-in-Transit is provided for shipments transported under FVP or either valuation option for Motor Vehicle shipments, an <u>additional</u> Storage-in-Transit extended valuation charge of <u>\$.10 Per Each \$100</u> (or fraction thereof) of total valuation will apply. The Storage-in-Transit extended valuation charge applies for each 15-day increment (or fraction thereof) of Storage-in-Transit provided.
- NOTE 2: The weight used for determining the <u>minimum</u> amount of FVP for Household Goods shipments will be either: (a) the applicable <u>assumed</u> weight for Snapmovessm shipments (rounded up to \$10,000 FVP); (b) the actual net weight of a non-binding estimate; <u>OR</u> (c) the estimated **bound** weight when the shipment moves pursuant to a **BINDING ESTIMATE PRICE** under either Option NW or Option W.
- NOTE 3: For shipments transported <u>TO</u> or <u>FROM</u> points in **ALASKA**, the valuation charge (including Storage-in-Transit extended valuation charge) is two-times the rates provided in this Item.

HIGH VALUE ARTICLES

Customers who release their Household Goods shipment at FVP <u>and</u> that tender an article <u>or</u> articles that <u>exceed \$100 per pound per article</u>, in value ("High Value Articles"), <u>must</u> specifically notify carrier in writing on carrier's Bill of Lading and on other documents supplied by carrier that an identified article or articles with a value greater than \$100 per pound are included in the shipment.

A customer's failure to notify carrier that a High Value Article will be included in the Household Goods shipment will further limit carrier's maximum liability to \$100 per pound for each pound of any lost or damaged High Value Article (based on actual article weight), not to exceed the declared value of the entire shipment.

Carrier's liability for loss or damage to High Value Articles included within a Household Goods shipment released at the Minimum Liability Option will still be limited to no more than \$.60 per pound, per article whether or not customer notified carrier of the inclusion of the article in the shipment.

ITEM 13 NON-BINDING ESTIMATES

This item shall not be applicable for the movement of Household Goods described in 49 U.S.C. §13102 (10)(A) and for one time national account customer orders that are <u>not</u> subject to a contract described in 49 U.S.C. §14101(b).

Option "A - Actual Charges"

Option - Snapmovessm:

Except as specifically provided otherwise in this tariff, the charges for Snapmovessm shipments under this Item shall be based on a per container basis in lieu of on a weight basis. Final charges shall be based upon the actual number of containers used. Except where specifically excluded, this option may also be applied in conjunction with **Options 3,4, and/or 5** of this Item.

Option 1 – Bottomline:

Totals of <u>Transportation Service charges</u>; <u>Container/Packing & Unpacking charges</u>; and charges for other services, as applicable, <u>excluding</u> Storage-in-Transit (1st Day and Each Additional Day; Pick-up or Delivery), Full Value Protection Option, or Third Party Charges, will be reduced by a stated price adjustment option.

Option 2 – Transportation:

Fransportation Service charge only excluding Motor Vehicle shipment charges for Oversize Vehicle; or In-Van Service, will be reduced by a stated price adjustment option. Except where specifically excluded, this option <u>may also be applied</u> in conjunction with Options 3, 4 and/or 5 of this item.

Option 3 – Packing & Unpacking:

➤ Total <u>PACKING & UNPACKING CHARGES</u> excluding Debris Removal - Post Delivery, will be reduced by a stated price adjustment option. Except for Motor Vehicle shipments, this option <u>may also be applied</u> in conjunction with **Options 2, 4 and/or 5** of this Item.

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ITEM 13 NON-BINDING ESTIMATES (Cont.)

Option 4 – Other Services:

> Total charges for other services, as applicable as calculated under one or more of the items listed below may be reduced by a stated price adjustment option. This option <u>may also be applied</u> in conjunction with **Options 2, 3 and/or 5** of this Item.

Option 5 - STORAGE-IN-TRANSIT & STORAGE-IN-TRANSIT Pick-up/Delivery:

> Total <u>STORAGE-IN-TRANSIT</u> charges as calculated under one or more of the items listed below will be reduced by a stated price adjustment. This option *may also be applied* in conjunction only with **Options 1, 2, 3 and/or 4** of this Item.

Option "C - Not-to-Exceed Charges (Comparison)"

Customer's final total charges shall be based on whichever of the following methods produces the lower total charges to the customer: 1) the not-to-exceed total amount on carrier's estimate <u>plus</u> all applicable charges <u>assessed</u> at the <u>tariff rate level in effect</u> at the time the <u>additional services are provided</u> for Services which are NOT included in the not-to-exceed estimate, <u>but</u> which are either requested by customer after loading commences <u>OR</u> are necessary to accomplish delivery and are performed by carrier at destination; <u>OR</u> (2) the total final charges applicable for the shipment's actual weight and the actual Services provided by carrier, subject to the explicitly quoted price adjustment option(s) and based upon the charges in effect on the date the carrier's estimate was issued for the shipment. Carrier's quote shall remain effective only for 90 days from the date issued by carrier.

Price Adjustment Options

The following price adjustment options may apply in conjunction with the preceding Options "A – Actual Charges" and "C – Not-to-Exceed (Comparison)."

PRICE	SPECIAL	PRICE	SPECIAL	PRICE	SPECIAL
ADJUSTMENT	ACCOUNT	ADJUSTMENT	ACCOUNT	ADJUSTMENT	ACCOUNT
OPTION	NUMBERS	OPTION	NUMBERS	OPTION	NUMBERS
0%	UMTD0	25%	UMTD25	50%	UMTD50
1%	UMTD1	26%	UMTD26	51%	UMTD51
2%	UMTD2	27%	UMTD27	52%	UMTD52
3%	UMTD3	28%	UMTD28	53%	UMTD53
4%	UMTD4	29%	UMTD29	54%	UMTD54
5%	UMTD5	30%	UMTD30	55%	UMTD55
6%	UMTD6	31%	UMTD31	56%	UMTD56
7%	UMTD7	32%	UMTD32	57%	UMTD57
8%	UMTD8	33%	UMTD33	58%	UMTD58
9%	UMTD9	34%	UMTD34	59%	UMTD59
10%	UMTD10	35%	UMTD35	60%	UMTD60
11%	UMTD11	36%	UMTD36	61%	UMTD61
12%	UMTD12	37%	UMTD37	62%	UMTD62
13%	UMTD13	38%	UMTD38	63%	UMTD63
14%	UMTD14	39%	UMTD39	64%	UMTD64
15%	UMTD15	40%	UMTD40	65%	UMTD65
16%	UMTD16	41%	UMTD41	66%	UMTD66
17%	UMTD17	42%	UMTD42	67%	UMTD67
18%	UMTD18	43%	UMTD43	68%	UMTD68
19%	UMTD19	44%	UMTD44	69%	UMTD69
20%	UMTD20	45%	UMTD45	70%	UMTD70
21%	UMTD21	46%	UMTD46		
22%	UMTD22	47%	UMTD47		
23%	UMTD23	48%	UMTD48		
24%	UMTD24	49%	UMTD49		

(Item 13 continued on next page)

ISSUED: JANUARY 30, 2019 EFFECTIVE: JANUARY 30, 2019

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ITEM 13 NON-BINDING ESTIMATES (Cont.)

EXCEPTION: The price adjustment provisions of this item **WILL NOT APPLY** on:

- a) The portion of a shipment transported under either 1) water rates <u>BETWEEN</u> Alaskan Ports (except To or From Anchorage, AK only) <u>AND</u> Ports of Seattle, WA or Tacoma, WA; and/or 2) land rates <u>BETWEEN</u> points within Alaska AND Alaskan Ports;
- b) any of the Value-Add programs;
- c) Price adjustment options below UMTD51 and above UMTD70 for Motor Vehicle Shipments
- d) charges for any of the Alternative Claims Service options provided by carrier; or
- e) (except as otherwise specifically provided) in conjunction with any other price adjustment offered by carrier.

ITEM 14 BINDING ESTIMATE

For Individual Customers:

On individual customer's request, carrier will provide a **BINDING ESTIMATE PRICE** for Transportation Service, and other services subject to the following notes:

- NOTE 1: The **BINDING ESTIMATE PRICE** shall be the exclusive price available for the movement of Household Goods and/or Motor Vehicle shipments for customers who are identified as the shipper, consignor, or consignee on the carrier's Bill of Lading; owns the property being transported; and pays his or her own charges for such movement; and/or for one-time national account orders that are **not** subject to a contract described in 49 U.S.C. §14101(b).
- NOTE 2: The **BINDING ESTIMATE PRICE** for <u>Household Goods</u> shipments shall be available under **Options "<u>W</u>"**, "<u>NW"</u>" or <u>Snapmoves</u>sm option. A shipment is eligible for Service by carrier under its Snapmovessm program <u>only</u> wherein all articles included in the shipment (except any Bulky Articles) are able to be loaded into four (4) or fewer containers. Customer's ability to obtain Service by carrier under carrier's Snapmovessm program is based upon availability of containers. Notwithstanding the foregoing eligibility conditions, carrier may, at its sole discretion, offer service under its Snapmovessm program for shipments that require more than four (4) containers.
- NOTE 3: The charges for Transportation Service, Storage-in-Transit, and Overtime Service for load and unload for Snapmovessm shipments under this Item are based upon number of containers furnished <u>instead</u> of the weight and for Motor Vehicle shipments moving under this item are based upon number of vehicles.
- NOTE 4: Except as otherwise provided in this Item, the following Items of this tariff are <u>not</u> applicable in conjunction with **BINDING ESTIMATE PRICE** (all options, except as noted) shipments moving under provisions of this Item:
 - ✓ Item 16 Fuel Cost Price Adjustment (Surcharge)
 - ✓ Item 17 Insurance-Related Surcharge
 - ✓ Item 19 Origin and Destination Service Charges
 - ✓ Item 23 Bulky Articles (Options W and NW only; except for OVERSIZE articles)
- NOTE 5: Except as otherwise provided in this Item, in addition to the excluded Items listed in Note 4 of this Item, the following Items of this tariff are also <u>not</u> applicable in conjunction with <u>Motor Vehicle</u> **BINDING ESTIMATE PRICE** shipments moving under provisions of Item:
 - ✓ Item 7 Weighing and Weights
 - ✓ Item 21 Day Certain Loading Service
 - ✓ Item 22 Reserved Use of Equipment
 - ✓ Item 23 Weight Additives
 - ✓ Item 26 Shuttle Service
 - ✓ Item 31 Climate Control Service
 - ✓ Item 32 Packing/Unpacking Services
- NOTE 6: Binding estimates must be in writing and signed by representative of both customer and carrier to be effective.

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ITEM 14 BINDING ESTIMATE (Cont.)

- NOTE 7: Carrier's binding estimates provided to customers under this Item shall include a "Bind Date" which indicates the date that carrier's BINDING ESTIMATE PRICE for each such binding estimate is established. The BINDING ESTIMATE PRICE (or revision thereto) shall remain effective and binding commencing on the Bind Date for the period of time, not to exceed 180 days, printed on carrier's binding estimate; provided, however, that the BINDING ESTIMATE PRICE shall expire and no longer be effective or binding upon carrier if the customer fails to complete booking their move with carrier within the number of days following the Bind Date described on the estimate, not to exceed 30 days.
- NOTE 8: The BINDING ESTIMATE PRICE is LIMITED to the Load Date, Origin and Destination and Additional Stops, if any, indicated on the binding estimate. The BINDING ESTIMATE PRICE is FURTHER LIMITED to the Quantities and/or Services specified in the binding estimate. The BINDING ESTIMATE PRICE may be revised, by mutual agreement in writing, between customer and carrier at any time during the period that it is in effect up to the commencement of the loading of the shipment.

Services which are NOT included in the BINDING ESTIMATE PRICE, but which are either requested by customer after loading commences OR are necessary to accomplish delivery and are performed by carrier at destination, will be assessed at the tariff rate level in effect at the time the additional services is provided. Bound weight will be used for items determined on a weight basis.

- **EXCEPTION:** 1. When a portion of a Household Goods shipment moving under this item is placed into Storage-in-Transit, which was not included in the BINDING ESTIMATE PRICE, the actual weight (subject to applicable Minimum Weight) of that portion will be used for applicable charges assessed
 - 2. Services performed for Household Goods shipments moving under estimates issued under Note 15 of this Item which were not included in the original BINDING ESTIMATE PRICE, will be assessed at the tariff rate level in effect on the date the estimate was issued by the carrier.
- NOTE 9: Advanced Charges will not be included in the bound price and shall be assessed on a non-bound basis.
- NOTE 10: Option "W" shipments will be subject to a per hundredweight Weight Allowance Credit which shall be specified on the binding estimate and Bill of Lading. The Weight Allowance Credit shall be applied WHEN the option "W" shipment actual weight is less than the bound estimate weight (subject to any applicable specified minimum weights).
- NOTE 11: The final charges for a Snapmovessm shipment shall be based upon the actual number of containers used and the associated BINDING ESTIMATE PRICE provided to customer by carrier prior to commencement of loading the shipment at customer's origin location.
- NOTE 12: Notwithstanding the actual class of the Motor Vehicle shipments, the default Valuation for Motor Vehicle shipments moving under this Item shall be the Default Option at a maximum carrier level of liability of \$40,000 per shipment described in the Item of this tariff governing Valuation. Customer may declare or release the shipment to a higher maximum Valuation amount above the maximum valuation of \$40,000 per shipment, subject to the applicable Valuation charge.
- NOTE 13: A flat Diversion charge assessed by carrier to a Motor Vehicle shipment moving under this Item shall be in ADDITION to the full amount of the original BINDING ESTIMATE PRICE.
- NOTE 14: UNLESS customer specifically REQUESTS DOCK-TO-DOCK SERVICE, Motor Vehicle shipments moving under this Item will include DOOR-TO-DOOR SERVICE.
- NOTE 15: Except for the terms provided in Notes 4 and 7 above, the provisions of this Item related to carrier's Option NW may be applicable to Household Goods shipments that are subject to a contract described in 49 U.S.C. §14101(b), only when the applicable contract specifically includes a term that incorporates carrier's Option NW as described in this Item. The BINDING ESTIMATE PRICE (or revision thereto), which is made under the provisions of this Note, shall remain effective and binding for a period of up to 180 days from the "Bind Date" shown on carrier's original estimate.
- NOTE 16: The provisions of this Item will not be applicable to: (1) any shipment (Household Goods and/or Motor Vehicle) moving FROM points in the UNITED STATES (except AK & HI) TO points in Alaska; (2) shipments of Motor Vehicles which are either Experimental; Mockups; Models; and/or Prototypes; OR part of Exhibits and Displays; and/or (3) Snapmovessm shipments moving TO/FROM points in the UNITED STATES (including AK & HI) FROM/TO points in Canada.

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ITEM 15 RATE ADJUSTMENT

The rate adjustments described in this Item are not applicable to Motor Vehicle shipments.

SEASONAL ADJUSTMENT:

All applicable rates shall be adjusted for shipments loading during Peak Season. For purposes of this rate adjustment, "Peak Season" shall mean the period of time between May 15 and September 30 of the calendar year. The amount of the Peak Season rate adjustment shall be a 10% increase of all rates and charges.

EXCEPTION: The Peak Season rate adjustment shall not apply to Advanced Charges, Full Value Protection charges, the Insurance-Related Surcharge or the Fuel-Related Cost Price Adjustment.

MATERIALS-RELATED ADJUSTMENT:

The applicable rates and charges for services requiring materials sourced from third-party suppliers (i.e., packing cartons and paper pad wrapping materials) may, at carrier's sole discretion, be adjusted by carrier in amounts equal to materials cost increases and/or reductions imposed upon carrier by applicable third-party suppliers. Nothing herein shall be interpreted to mean that carrier is selling such materials to customer separately from its services described in this tariff. Upon request, carrier may provide notification of any such Materials-Related Adjustment to parties having written agreements with carrier pursuant to 49 U.S.C. §14101(b).

ITEM 16 FUEL COST PRICE ADJUSTMENT

A Fuel-Related Cost Price Adjustment (Surcharge) will apply on Transportation Service and Storage-in-Transit Pick-up and Delivery charges when the price per gallon of fuel is greater than \$1.949 per gallon, as provided herein.

- 1. On the <u>first U.S. Business day</u> (normally a Monday) of each week, the "National U.S. Average" <u>price per gallon</u> of diesel fuel (DOE "fuel price") will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices." This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet website at www.eia.doe.gov.
- If the first Monday of the calendar week is a Federal holiday, the fuel price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
- 3. The DOE fuel price obtained will determine the adjustment that will become applicable for shipments loading on (or bound on) the <u>following Monday</u> (including Holidays) and will remain in effect through the <u>next Sunday</u>, starting from the effective date of this item.
 - a. If DOE fuel price is less than \$1.95, no adjustment shall apply.
 - b. If DOE fuel price is \$1.95 or more, an adjustment equal to 1% of the Transportation Service charge and any applicable Storage-in-Transit Pick-up or Delivery charges shall apply for every fifteen cents (\$.15) or fraction thereof, per gallon increase over \$1.95 in the DOE fuel price.

EXCEPTION: For shipments loading and/or delivering within the states of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington or Wyoming (together, the "Western States"), the adjustment shall not be based upon the DOE fuel price. Instead, the adjustment for those shipments shall be based upon an average diesel fuel price created by adding together the published DOE price per gallon of diesel fuel for "West Coast (PADD5)" and "California" and dividing the sum of those numbers by two (2). These prices will also be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet website at www.eia.doe.gov.

ITEM 17 INSURANCE-RELATED SURCHARGE

All shipments are subject to an Insurance-Related Surcharge ("IRR") equal to six percent (6.0%) of the applicable Transportation Service charges and Storage-in-Transit Pick-up and Delivery charges.

ITEM 18 TRANSPORTATION SERVICE

The Transportation Service provided under this tariff includes the following services:

- 1) Loading of the shipment at a single point of origin within 50 miles of the nearest carrier location;
- 2) Transportation to the point of destination within 50 miles of the nearest carrier location, and
- 3) Unloading of the shipment at a single point of destination within 50 miles of the nearest carrier location.

The applicable Transportation Service charge for the Transportation Service is specific to the particular origin and destination cities between which the shipment will move, as determined by the U.S. postal ZIP codes and Canadian postal codes of the cities, (*except for service within Alaska, for which Mileage Guide 19 distance is used*); except for Snapmovessm shipments, which are based on number of containers furnished and Motor Vehicle shipments, which are based on the number of vehicles shipped, the weight of the shipment; **AND** the **loading date** (*or binding date*, *if a BINDING ESTIMATE PRICE is provided*) of the shipment.

Except where specifically stated, the Transportation Service does <u>not</u> include any other service described in this tariff, <u>nor</u> does the Transportation Service charge include any other charge described in this tariff which may apply to a shipment.

- NOTE 1: Where Storage-in-Transit service is provided, the location where storage is provided shall be considered the point of origin and/or destination, as applicable. Carrier's drayage charges shall apply for the loading/unloading as applicable and movement to/from the storage location.
- NOTE 2: When based upon weight, Transportation Service charges are applicable based on the actual weight (for non-binding estimates) or bound weight (for **BINDING ESTIMATE PRICE**) of the shipment, <u>plus</u> any applicable weight additives, subject to any applicable minimum weights.
- NOTE 3: The Transportation Service charges applicable when the shipment (or portion thereof) is stored in transit will be (1) the applicable Transportation Service charge BETWEEN initial point of pick-up AND storage location, and (2) the applicable Transportation Service charge FROM storage location, which, for rate application purposes, will be considered a new point of origin, TO destination point.
 - (a) The Transportation Service charges applicable on a shipment when <u>only</u> a <u>portion</u> of the shipment is stored in transit <u>en route</u> TO destination will be the applicable Transportation Service charge based on total weight of entire shipment or, for Motor Vehicle shipments, the total number of vehicles, for total distance VIA all points of pick-up and/or delivery (FROM first point of pick-up TO final point of delivery), <u>plus</u> additional service charges applicable to each portion of the shipment. The total charges for picked up and/or delivered portions shall <u>not</u>, in any case, exceed the total charges as would be applicable if computed to each portion as a separate shipment. The provisions of this Note will be applicable FROM the point of origin TO storage location for determination of separate charges on the portion of shipment stored in transit, when computing the lower overall total charges.
 - (b) The Transportation Service charge applicable on a **portion** of a Storage-in-Transit shipment <u>delivered</u> FROM storage location TO destination will be the applicable Transportation Service charge based on the weight of such portion or upon number of vehicles in each portion, subject to the provisions of this Note.
 - (c) When shipments or portions thereof moving TO or FROM carrier's warehouse involve origin and destination locations, both shown on the same vicinity map of Mileage Guide 19 and carrier's warehouse is located WITHIN a municipality for which a key point is shown on such vicinity map, mileage for the purpose of developing Transportation Service charges shall be computed to the point within the green circle that designates the mileage basing location of such key point irrespective of the location of carrier's warehouse within the key point municipality.
- NOTE 4: Except as otherwise specifically provided within this tariff, Transportation Service for Motor Vehicle shipments shall be provided on non-enclosed equipment and the origin and destination locations shall be the customer's locations (i.e., DOOR-TO-DOOR service). Transportation Services charges applicable to specific Motor Vehicle shipments shall be identified by the following designations: First Class [Section 3]; Business Class [Section 4]; Economy Class [Section 5]; and Trans-border [Section 7]. At customer's request, and subject to availability of equipment, carrier may, at its sole discretion, provide IN-VAN transportation ONLY for shipments subject to Transportation Service charges designated as EITHER First Class OR Trans-border, subject to an additional per vehicle charge, based upon the number of miles the shipment is transported. DOCK-TO-DOCK SERVICE, if requested, is subject to the following:

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ITEM 18 TRANSPORTATION SERVICE (Cont.)

- (a) DOCK-TO-DOCK SERVICE includes Transportation Service between carrier's acceptance of the Motor Vehicle(s) for shipment at carrier's origin dock, and delivery at carrier's destination dock. Carrier, may at its sole discretion, provide DOCK-TO-DOCK SERVICE at a lower Transportation Service charge than charged for DOOR-TO-DOOR SERVICE.
- (b) For purposes of this Item, "carrier's acceptance of Motor Vehicle(s) for shipment at carrier's origin dock" shall mean the time when: (1) customer causes the Motor Vehicle(s) to be physically delivered to the designated carrier warehouse; AND (2) an authorized representative of carrier indicates its receipt of the Motor Vehicle(s) (for example, by acknowledging receipt on carrier's Bill of Lading or inventory form).
- (c) For purposes of this Item, "delivery at carrier's destination dock" shall mean either. (1) when customer indicates acceptance of delivery of the shipment from carrier (for example, by acknowledging delivery on carrier's Bill of Lading or inventory form) after the shipment is transported to carrier's designated destination warehouse, whether or not the Motor Vehicle(s) is actually removed from the warehouse premises; (2) automatically when customer causes the Motor Vehicle(s) to be removed from carrier's designated destination warehouse premises, when customer's shipment will change from Storage-in-Transit to permanent storage.
- (d) When a Motor Vehicle shipment moving under this Item is placed into storage-in-transit at carrier's destination warehouse, carrier shall not be required to subsequently deliver the shipment to a different delivery location nor shall any additional delivery charge apply. The terms of this paragraph will take precedence over inconsistent corresponding provisions in the Item of this tariff governing Storage-in-Transit.
- (e) If, through no fault of carrier, delivery of a Motor Vehicle shipment is not completed within two (2) business days after carrier's notification to customer of availability for delivery, then the shipment shall be deemed to be placed into Storage-in-Transit.
- (f) Any time after carrier accepts a Motor Vehicle shipment moving under this Item at its origin dock, customer may request to change the DOCK-TO-DOCK SERVICE described on carrier's binding estimate by changing the delivery to carrier's originally designated warehouse to a different delivery location (i.e., customer's destination address or another non-carrier warehouse). Carrier may, at its sole discretion, but is NOT required to, agree to customer's requested change in service, which if agreed to by carrier, shall be considered a Diversion, and delivery shall be completed upon carrier's deposit of the shipment at the new delivery location. Carrier may require that such instruction be in writing. The terms of this paragraph will take precedence over inconsistent corresponding provisions in the Item of this tariff.
- NOTE 5: Where customer requests a longer route than the shortest practical route as shown in Mileage Guide 19, the applicable charges for Transportation Service may, at carrier's sole discretion, be based upon the longest route.
- NOTE 6: If the Transportation Service charges are not provided for the actual distance provided in Mileage Guide 19, the charges shown for the next greater distance shall apply.
- NOTE 7: When a Motor Vehicle shipment is transported a distance in excess of 3,800 miles, an additional rate-per-mile, per vehicle charge shall apply to the Transportation Service charge for each additional mile in excess of 3,800 miles.
- NOTE 8: When the origin or destination location is a third-party warehouse (including self-storage/mini-warehouse locations), a separate charge will apply when carrier is requested to enter the warehouse for the purpose of removing items stored from, or placing items into, the warehouse space. The additional charge is based on the weight of the shipment (actual weight for non-bound estimate or binding weight for **BINDING ESTIMATE PRICE**), or portion thereof <u>plus</u> any applicable Weight Additives and/or Minimum Weight, that is placed into or removed from the warehouse.
- NOTE 9: On cross-border Canadian shipments, the Transportation Service charge includes basic customs clearance but does not include related bonded storage, brokerage fees or the charges of any other services required to be performed by third persons. If customs clearance requires that any cargo be unloaded/reloaded on the vehicle, an additional Extra Labor charge shall apply. When shipments move in bond, a Waiting Time charge will be applicable while holding the shipment pending the arrival of Customs Officials for clearance prior to delivery. Carrier may also, at its option, place the shipment into bonded storage, subject to the additional charges, in addition to charges for Storage-in-Transit.
- NOTE 10: The Transportation Service charge on Canadian shipments requiring customs clearance through United States Customs officials at a point <u>other than</u> the final destination will be determined on the mileage <u>from</u> origin <u>to</u> final destination <u>via</u> the required United States Customs clearance point.

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ITEM 18 TRANSPORTATION SERVICE (Cont.)

- NOTE 11: The total Transportation Service charge on shipments with Extra Stops will be determined based on the weight of the total shipment, including any additional weight (or additional containers furnished, for Snapmovessm shipments; or additional vehicles loaded for Motor Vehicle shipments) picked-up or delivered at any Extra Stop(s), rated on ZIP Codeto-ZIP-Code miles **FROM** the point of origin **TO** point of destination **VIA** any Extra Stop(s). When the Extra Stop(s) is located within the same ZIP Code (i.e., first three digits) area as the shipment origin or destination, or when two (2) or more Extra Stops are both located within the same ZIP Code (i.e., first three digits) area, 10 miles for each Extra Stop will be added to the total transportation distance.
- NOTE 12: Where Ferry Service is provided, except as otherwise provided, per hundredweight charges will be assessed on weight at which the Transportation Service charge is based. When only a <u>portion</u> of a shipment is transported by Ferry Service, the per hundredweight charge will be based on the weight of such portion, subject to applicable minimum weights (or on number of containers for Snapmovessm shipments, or number of vehicles for Motor Vehicle shipments). Where two or more shipments are transported on the same vehicle, the charge for Ferry Service and minimum weight shall apply to the <u>combined</u> weight of all shipments on the same vehicle. Charges for Ferry Service will be prorated based on each shipment's weight as a percentage of total weight (<u>or</u> on number of containers for Snapmovessm shipments; or number of vehicles for Motor Vehicle shipments).
- NOTE 13: Except as otherwise specifically provided in this tariff, carrier may provide customer with a quote including specific rates in lieu of the charges for Transportation Service for providing transportation of any of the following:
 - (a) Motor Vehicle Frames (i.e., with or without wheels and/or engine); Motorcycles; Motorbikes; Motor Scooters; Mopeds; 3 or 4-Wheel All- Terrain Cycles; Snowmobiles; Go-Carts; Golf Carts; Jet Skis; Riding Mowers; Farm Equipment/Implement/Trailers; Tractors; Garden Tractors; Airplanes; Gliders; Ultralights; Boats; Sailboats; Boat Trailers; Canoes; Skiffs; Rowboats; Dinghies; Kayaks; Horse Trailers; Utility Trailers; Pop-Up Trailers; Travel Camper Trailers; Campers (i.e., not mounted on trucks).
 - (b) Motor Vehicle(s) in a shipment, which for any reason, require furnishing flatbed equipment to service the shipment.
 - (c) Motor Vehicles <u>EITHER</u> requiring "<u>ENCLOSED CAR CARRIER</u>" service <u>OR</u> requiring pick-up <u>FROM</u> a motor vehicle repair facility.

ITEM 19 ORIGIN AND DESTINATION SERVICE

All Household Goods shipments shall be subject to an Origin and Destination Service charge which shall apply once at origin and once at destination. Origin and Destination Service include the handling and servicing of the shipment at the origin and destination area, residence and/or third-party storage or other such facility, whether inside or outside a building providing such places are safe and accessible to carrier's personnel.

- NOTE 1: Origin and Destination Service Charges apply on a per hundredweight basis, based on the total weight at which the Transportation Service charge is based.
- NOTE 2: On shipments with Extra Stops for pick up or delivery, the initial point of origin shall be the basis for the determination of charges at points of the Extra Stop(s); the final point of delivery shall be the basis for the determination of charges at points of the Extra Stop(s) and the total (combined) net weight of the shipment shall be the basis for the determination of charges under this item.
- NOTE 3: On diverted shipments, the initial point of origin and the final point of delivery (not the point of diversion) shall be the applicable points for the determination of charges under this item. On shipments that are diverted back to origin, the Origin Service Charge shall apply twice.
- NOTE 4: On shipments with Storage-in-Transit, the initial point of pick-up and the final point of delivery (not the point of storage) shall be the applicable points for the determination of the charges under this item. Except that if the interstate shipment terminates at the storage facility, then the storage site shall be considered the final point of delivery.
- NOTE 5: In lieu of Origin and Destination Service charges, where applicable, a flat, per vehicle charge shall apply to Motor Vehicle shipments for each pick-up from or delivery to any piers, wharves, or docks (excluding carrier's facilities), subject to a maximum charge per shipment, and/or an additional flat, per vehicle charge where origin or destination location is in Canada. Except for the charges described in this Note 5, no other Origin or Destination Service charge shall apply to Motor Vehicle shipments.
- NOTE 6: This Item is not applicable to Snapmovessm or Motor Vehicle shipments.

ITEM 20 REMOTE LOCATION

An additional flat charge shall apply for all Transportation Service and/or other services provided by carrier related to the movement of a shipment where the location where any pick-up, delivery or other service is provided at a location greater than 50 miles from carrier's nearest location. Where the distance is greater than 50 miles, the additional charge will apply per every additional 15 miles (or fraction thereof).

ITEM 21 DAY CERTAIN LOADING/EXPEDITED DELIVERY

(A) - DAY CERTAIN LOADING:

Day Certain Loading Service as used herein means carrier's agreement to perform loading and pick-up of a shipment from a single location **on** <u>or</u> **before** a date specified by customer.

Charges for this service will be based on the actual weight for a non-binding estimate (or the bound weight for a **BINDING ESTIMATE PRICE**) of the shipment.

- NOTE 1: This service will be applicable only when the origin location is within 50 miles from carrier's nearest location.
- NOTE 2: The rates named in this subsection (A) of this item will **not** be applicable if, through no fault of customer, carrier fails to pick-up shipment on the agreed load date.
- NOTE 3: This Item shall not apply to Snapmovessm or Motor Vehicle shipments.

(B) - EXPEDITED DELIVERY:

Expedited Delivery Service as used herein means carrier's agreement to provide expedited transportation and delivery of a shipment to a single location on or before a specified date.

Charges for this service will be based on the actual number of containers used for the shipment.

- NOTE 1: This service is exclusively applicable to (a) customers described in Note 1 of Item 14; and (b) to Snapmovessm shipments. Service shall not apply to all other NON-BINDING ESTIMATE or **BINDING ESTIMATE PRICE** shipments.
- NOTE 2: This service will be applicable only when the quote number of containers is five (5) or fewer.

ITEM 22 RESERVED USE OF EQUIPMENT

This Item shall not apply to Snapmovessm or Motor Vehicle shipments.

(A) - EXCLUSIVE USE OF EQUIPMENT:

- Customer may request and, subject to availability of equipment, carrier may at its sole discretion, agree to provide customer
 with the Exclusive Use of Equipment of specific cubic capacity for their shipment. Charges shall be based upon a weight
 equal to seven pounds per cubic feet per piece of equipment ordered.
- If at time for loading such shipment, carrier does <u>not</u> have available equipment of requested capacity, carrier may substitute
 one or more pieces of equipment of an aggregate equivalent or greater capacity. In such case, the applicable
 Transportation Service charge shall be the <u>same</u> as would be applicable had carrier furnished equipment of the capacity
 ordered.

(B) - SPACE RESERVATION:

Subject to availability of equipment, customer may request to reserve a <u>portion</u> of the available capacity of carrier's equipment by ordering a specific quantity of space. Charges for this Space Reservation service shall be based on a weight equal to seven pounds per cubic feet per portion(s) of the equipment requested.

ITEM 23 BULKY ARTICLES AND WEIGHT ADDITIVES

When a shipment includes light, Bulky or OVERSIZED articles, an additional Bulky Article charge applies to <u>each</u> loading and unloading of the shipment and/or Weight Additive will apply, subject to the terms of this item.

Unless otherwise specifically provided, the Bulky Article and/or Weight Additive charge WILL APPLY for any of the articles described in this Item, either whole or in a disassembled or partially disassembled condition. Weight Additive charges will be based on the longest applicable disassembled part.

EXCEPTION: Except for articles that are not capable of being safely hand-carried by one person, this Item is not applicable when customer requests either Exclusive Use of Equipment or Space Reservation.

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ITEM 23 BULKY ARTICLES AND WEIGHT ADDITIVES (Cont.)

BULKY ARTICLES

Bulky (or OVERSIZED) Articles include those articles described below:

- 1) MOTORCYCLES, MOTORBIKES, GO-CARTS, THREE OR FOUR-WHEEL ALL TERRAIN VEHICLES, SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING MOWERS, TRACTORS, TRAILERS (including utility and pop-up trailers) (excluding boat trailers, horse trailers, travel camper trailers and mini-mobile homes, see "Weight Additives" section, below), FARM IMPLEMENTS or EQUIPMENT, any type or size;
- 2) JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS AND ROWBOATS <u>less than 14 feet in length</u>; when mounted on trailer, the bulky article charge will apply twice (i.e., once for each article named and once for each trailer);
- 3) LARGE-SCREEN TELEVISIONS, 40 inches and over, SATELLITE TELEVISION or RADIO RECEIVING DISCS/DISHES, including mounts, stands and accessorial equipment, ORGANS, PIANOS, AND HARPSICHORDS, any size;
- 4) SAFES (including but not limited to GUN SAFES), GRANDFATHER CLOCKS, PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS OR ANIMAL KENNELS or HOUSES, (transported set-up, not dismantled); and
- 5) BATHTUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS, (measuring less than 65 cubic feet in dimension) (transported set-up, not dismantled).
 - 6) Articles that do not fit in standard cartons, truck equipment, and/or containers.
- NOTE 1: Except for articles described in number 6 above, the Bulky Article charge <u>does not apply</u> to articles capable of being safely hand-carried by one person.
- NOTE 2: Bulky Article charges assessed under this Item include the handling and blocking of such article during loading and unloading of shipment and applies <u>each time a combined loading and unloading service is required</u>, including shipments requiring Storage-in-Transit (except for carrier convenience).
- NOTE 3: An OVERSIZE charge will apply on Motor Vehicle shipments on all **OVERSIZED** Motor Vehicles. [The criteria for determining if the Motor Vehicle is **OVERSIZED** will be based on the following: 1) Any Motor Vehicle (i.e., Pickup; Sport Utility; Van; etc.) which is listed and identified as a "TRUCK" by the NADA Official Used Car Guide book; **OR** 2) Any Motor Vehicle that is MODIFIED to provide additional Height; Length; Width; or Weight.]
- NOTE 4: Carrier may provide Service for articles described in number 6, above, that are included in a Snapmovessm shipment without using a container.

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ITEM 23 BULKY ARTICLES AND WEIGHT ADDITIVES (Cont.)

WEIGHT ADDITIVES

Shipments containing the following specified articles are subject to a Weight Additive, which shall be added to the actual weight of the shipment or, as applicable, be included in the bound weight.

WEIGHT ADDITIVE ARTICLES	ADDITIONAL WEIGHT
	(in pounds)
BOATS and SAILBOATS, less than 14 feet in length	700
BOATS and SAILBOATS, <u>14 feet and over in length</u>	2,500
BOAT and SAILBOAT TRAILERS	1,600
JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS, and ROWBOATS, 14 feet and over in length	700
CAMPER SHELLS, any size, <u>not</u> mounted	700
TRAVEL CAMPER TRAILERS; MINI-MOBILE HOMES (<u>not</u> including utility and pop-up trailers); CAMPERS (<u>excluding</u> camper shells) <u>not</u> mounted on trucks; and HORSE TRAILER	7,000
BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS, (measuring 65 cubic feet and over in dimension) (transported set-up, not dismantled) (See Note 4)	700

- NOTE 1: When a Weight Additive is applicable for an article, all charges (transportation and accessorial) will be based on either the net scale weight (for non-binding estimates) or bound weight (for bound estimates) of the shipment (or portion thereof), plus the Weight Additive amount.
- NOTE 2: Weight Additives are applicable on Boats, Sailboats, Canoes, Skiffs, Rowboats, Dinghies, Sculls, and Kayaks <u>without</u> regard to whether such articles are mounted or not mounted on trailers, and are applicable separately for each article (i.e., one for the boat and another for the trailer). The Weight Additive named above for Boat Trailers, any length, **applies** in <u>addition</u> to these provisions.
- NOTE 3: Except as otherwise provided, in determining lengths for the purpose of this item, all fractions of a foot will be disregarded.
- NOTE 4: For Bath Tubs, Hot Tubs, Spas, Whirlpool Baths and Jacuzzis, the determination of dimension will be arrived at by measuring the outside of the article and multiplying the article's width times the length times the height (in inches) and dividing the result by 1,728 (the number of cubic inches in a cubic foot). Round the total up to the next whole number to determine the total number of cubic feet.
- NOTE 5: The length of Boats, Canoes, Skiffs, Rowboats, Kayaks or Sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall be used as the correct length for the purposes of these articles in lieu of physical measurement by carrier.
- NOTE 6: Unless otherwise specifically provided, the Weight Additive will be applicable for any of the articles contained in this Item either whole or in a disassembled or partially disassembled condition. Weight Additives will be based on the longest applicable disassembled part. Refer to Note 5 of this item for proper measurement of specified articles.

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ITEM 24 EXTRA STOPS

At the request of customer, Extra Stops may be made at all locations necessary to completely accomplish the pick-up or delivery of all portions of the shipment.

- a) The term "Extra Stops" as used in this tariff means any pick-ups and/or deliveries made in addition to those included in the Transportation Service. Each such extra pick-up or delivery shall constitute a distinct Extra Stop. An Extra Stop charge will be applicable for each Extra Stop that is performed.
- b) The charges for additional services performed in conjunction with any **Extra Stop(s)** will be based on the additional service charges **applicable at location where services are provided.**
 - NOTE 1: Except as otherwise provided herein, when Extra Stop occurs at a third-party warehouse (including self-storage/miniwarehouse locations), an additional charge based on the weight of the portion of the shipment handled by carrier will apply when carrier is requested to enter the warehouse to remove items stored from, or place items into, the warehouse space.
 - NOTE 2: In lieu of the charges for Extra Stops described above, the following charges shall apply for Extra Stops performed for Snapmovessm shipments:

When the Distance <u>BETWEEN</u> the Origin <i>or</i> Destination Residence <u>AND</u> the Extra Stop Location is:	The Applicable Charges Are:
Within 25 Miles	Snapmoves sm Extra Stop charge
Over 25 Miles - Up To 50 Miles	Snapmoves sm Extra Stop charge <u>PLUS</u> an hourly rate (described below)
Over 50 Miles	NOT Applicable

The Snapmovessm Extra Stop charge includes the charge for the pick-up/delivery vehicle and labor.

The <u>hourly rate</u> under this Note 2 will apply based upon round-trip travel time between origin residence and extra pick-up and back to origin residence AND/OR between destination residence and extra delivery and back to destination residence. The hourly charge will <u>not</u> apply for any time required either loading at extra pick-up and/or unloading at extra delivery.

(Remainder of page intentionally left blank.)

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ITEM 25 FERRY AND ISLAND SERVICE

Except as otherwise provided for herein, when the origin or destination of the shipment (or a portion thereof), is located at a point accessible only by ferry, carrier will provide a Ferry and Island Service ("Ferry Service"), subject to the following provisions:

- 1) The actual ferry charge will be advanced by carrier and billed to customer as an Advanced Charge.
- 2) Ferry Service charge(s) provided in this item <u>will apply</u> in addition to the actual charges for the ferry advanced by carrier when Transportation Service is provided <u>TO</u>, <u>FROM</u> and/or <u>VIA</u> any point from a ferry authorized in Mileage Guide 19, or as otherwise specifically provided in this Item.
- 3) When origin or destination is located at a point accessible <u>only</u> from a ferry <u>not</u> authorized in Mileage Guide 19 or as otherwise specifically provided for in this Item, the Transportation Service charge <u>FROM</u> origin <u>TO</u> destination will be based on the accumulative mileage of the most direct routes **BETWEEN** origin **AND** destination **VIA** the ferry (ferries).
- 4) When carrier's normal road haul equipment <u>cannot</u> be accommodated by the ferry system, a Shuttle Service will be provided, subject to the applicable charge and provisions, which shall be in addition to all other applicable charges related to the Ferry Service.
- 5) Waiting time charges as provided herein will be applicable commencing with the arrival of carrier's vehicle at the ferry point of embarkation, during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions will **not** be applicable during the ferry waiting and transportation period described herein.
- 6) Service via some ferries <u>require</u> advance reservations, particularly during Peak periods. Carrier will attempt to secure ferry reservations, when required.

EXCEPTIONS:

- (a) Over-the-road transportation TO or FROM Happy Valley-Goose Bay, Newfoundland and Labrador will <u>not</u> be performed whenever the road is closed for spring thaw.
- (b) Ferry service BETWEEN Lewisporte, Newfoundland and Labrador AND Happy Valley-Goose Bay, Newfoundland and Labrador will be available between July 1 and October 31.

ITEM 26 SHUTTLE SERVICE

Shuttle Service (may also be known as "Auxiliary Service") may be provided either (a) upon request of the customer; (b) where it is **physically impossible**, for carrier to perform <u>pick-up</u> of the shipment at the origin address <u>or</u> to complete the <u>delivery</u> of the shipment at the destination address with normally assigned road haul equipment; or (c) where customer's requested service requirements make it impractical for carrier to directly pick-up or deliver a shipment with carrier's road haul equipment. In all three circumstances, Shuttle Service shall not be considered for carrier's sole convenience. For clarity, if Shuttle Service is applicable to a shipment and based upon the presence of one or more conditions described in this paragraph, the date that the carrier transfers the shipment to/from the road haul equipment may, but is not required to be, the same date carrier picks-up/delivers the shipment from/to customer's origin/destination (or Extra Stop) location.

Shuttle Service includes carrier's use <u>or</u> engagement of smaller equipment than its normal road haul equipment for the purpose, if possible, of transferring the shipment **between** the origin or destination address **and** a point of transfer **to** or **from** the road haul equipment. Shuttle Service may also include, but is <u>NOT</u> limited to, the truck-to-truck transfer of the shipment between the smaller equipment and the road haul equipment.

Except as otherwise provided, Shuttle Service charges are based on the weight of the shipment (<u>actual</u> weight if estimate is non-binding or the <u>bound</u> weight if estimate is binding) and are applicable at the point where the service is performed. Shuttle Service charges include the labor required to perform the Shuttle Service.

- NOTE 1: Shuttle Service charges are applicable when Shuttle Service is performed at job sites (residences or storage locations) that are <u>within 25 miles</u> of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.
- NOTE 2: If the distance <u>between</u> the <u>storage facility or the rental facility</u> where the shuttle vehicle is rented or obtained <u>and</u> the <u>job site</u> is <u>more than 25 miles</u>, an <u>additional</u> charge applies for each 25 miles (or fraction thereof). This charge is in lieu of Remote Location charge and in addition to the shuttle charge otherwise provided for in this item. (If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the Additional Distance Charge is <u>not</u> applicable.)

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ITEM 26 SHUTTLE SERVICE (Cont.)

- NOTE 3: Charges apply based on the weight of the shipment (or portion thereof), that is loaded or unloaded, (<u>plus</u> Weight Additives and/or Bulky Article charges, when applicable).
- NOTE 4: When Shuttle Service provided under this Item is provided at a location where the first three digits of the ZIP Code starts with 100 104; 110 114; 602; 603; or 606 608 a "METRO" Shuttle Service charge will apply in lieu of the standard Shuttle Service charge.
- NOTE 5: This Item shall not apply to Snapmovessm or Motor Vehicle shipments.

ITEM 27 DIVERSIONS

Subject to the conditions of this Item, a customer may request and carrier may, depending on the circumstances, agree to a shipment Diversion. Carrier may require that all such instructions from customer be in writing.

The term "Diversion" as used in this Item means a change (after commencement of loading the shipment at origin) either in the:

- 1) destination location(s) of the shipment outside of the original postal ZIP Code area (or the Canadian postal code area) of the original destination as printed on the Bill of Lading (including, but not limited, to the addition of any Extra Stop(s) for delivery of some or portion(s) of the shipment), or;
- 2) carrier's previously planned route

EXCEPTION:

Customer's designation (after commencement of loading at origin) of carrier's Storage-in-Transit warehouse as the final delivery address for the shipment shall be considered a Diversion, even where the ZIP Code area (or the Canadian postal code area) of such warehouse is <u>NOT</u> different from the original destination as printed on carrier's Bill of Lading.

- a) When carrier receives a Diversion request from customer, a diligent effort will be made by carrier to locate the shipment and effect the change desired, but carrier is <u>not</u> responsible for failure to effect the Diversion, unless such failure is due to error or negligence on the part of carrier.
- b) The total Transportation Service charge on shipments diverted to a new destination, while the shipment is en route or upon arriving at the original destination will be determined <u>based</u> on the <u>sum</u> of the Transportation Service charge FROM the shipment origin TO the point where the shipment was diverted, <u>plus</u> Transportation Service charge FROM the point where the shipment was diverted TO the final destination. An additional \$250.00 per Motor Vehicle, per Diversion <u>may</u> apply at carrier's sole discretion to Motor Vehicle shipments.
- c) Where Diversion is to a warehouse for Storage-in-Transit at a location other than the original destination, the Transportation Service charge TO the warehouse will be charged under the provisions of paragraph (b) of this Item.
- d) If instructions are received for Diversion of a shipment that is in Storage-in-Transit, the Transportation Service charge for the shipment will be calculated as stated in paragraph (b) of this item. For rating purposes, the location of the storage facility will be considered the Diversion point.

ITEM 28 WAITING TIME

Charges for Waiting Time are applicable on an <u>hourly basis</u> for each vehicle, driver and helper (including co-drivers and permanent helpers) furnished by carrier when carrier provides Waiting Time service, except when Waiting Time is required at sole convenience of carrier, subject to the following:

- NOTE 1: Carrier shall provide two (2) hours of <u>free</u> Waiting Time at <u>destination</u> before accrual of any Waiting Time charges. After the expiration of the two (2) hours of free Waiting Time, additional Waiting Time will be provided subject to carrier's convenience. If carrier is unable to provide Waiting Time, beyond the 2 free hours, the shipment may be placed into Storage-in-Transit at customer's expense.
- NOTE 2: When the shipment is delivered to customer's final destination from Storage-in-Transit the allowable free Waiting Time provisions described in Note 1 of this Item will <u>not</u> be applicable.
- NOTE 3: Waiting Time charges will only be applicable for helpers after delivery has been scheduled and attempted, and then only for the balance of that same day.

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ITEM 28 WAITING TIME (Cont.)

NOTE 4: Charges for waiting time are applicable between the hours of 8:00 a.m. and 5:00 p.m. and are <u>not</u> applicable on Sundays, National or State holidays, or after stated hours <u>except</u> when waiting time is specifically requested by the shipper.

ITEM 29 APPLIANCE SERVICE

Carrier shall only brace/stabilize (and de-brace/destabilize) moveable parts IN or ON appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets and air conditioners) prior to accepting such articles for transportation. It is customer's obligation to ensure such articles are properly serviced <u>prior to loading</u> as otherwise necessary to avoid damage while in or incident to transit. Such service is not provided by carrier, nor included in the Transportation Service.

When customer requests servicing and re-servicing of appliances <u>and</u> other household articles, carrier will not perform such service, but subject to availability, may arrange the following services to be performed by a third party:

- 1. Any <u>special service or labor</u> (plumbing, electrical, carpentry, gas or ventilation connections, etc.) **required to DISCONNECT OR RECONNECT** such appliances and other household articles **from or to** the premises; **and/or**
- 2. Any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which IF NOT PROPERLY SERVICED prior to loading, could be damaged in, or incident to, transit.

The actual charge for Appliance Service performed by a third party will be advanced by carrier and billed to customer as an Advanced Charge.

Any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which IF NOT PROPERLY SERVICED prior to loading, could be damaged in, or incident to, transit and by accepting carrier's services, customer agrees carrier bears no liability for such damage.

ITEM 30 RIGGING, HOISTING AND LOWERING SERVICE

If, in the judgment of carrier, it is necessary to use <u>rigging</u>, <u>hoisting</u>, or <u>lowering services</u> in order to accomplish the pick-up or delivery of the shipment (or any portion thereof), carrier will perform such services.

If carrier is unable to furnish or secure the equipment or qualified personnel, customer will be responsible for arranging such service. The actual charge for Rigging, Hoisting or Lowering Services performed by a third party will be advanced by carrier and billed to customer as an Advanced Charge.

ITEM 31 CLIMATE CONTROL SERVICE

Climate Control Service charges are applicable, in <u>addition</u> to all other applicable tariff charges, based on the ZIP Code to ZIP Code distance transported, subject to a minimum charge.

- a) Carrier will furnish Climate Control Service units only when requested by customer, subject to availability of equipment.
- b) Climate Control Service shall be rendered using insulated units equipped with air-ride suspension and mechanical units with self-contained power supply providing refrigeration, heating and humidity control service.
- c) The Transportation Service charge for shipments with Climate Control Service will be based on a 10,500-pound minimum, or actual (or bound as applicable) weight, whichever is greater. If Exclusive Use of Equipment is ordered, the Transportation Service charge will be based on 7 pounds per cubic foot of vehicle space ordered or actual (or bound as applicable) weight, whichever is greater.
- d) The equipment and equipment offering Climate Control Service is such that carrier <u>cannot</u> guarantee to maintain any specific degree or range of degrees of temperature or humidity control within such equipment. Carrier makes no representations or holding out hereunder with respect to the maintenance by them of any specific degree or range of degrees of temperature or humidity control within such equipment.
- NOTE 1: Storage-in-Transit shall not be applied to shipments moving under this Item.
- NOTE 2: This Item shall not apply to Snapmovessm or Motor Vehicle shipments.

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ITEM 32 PACKING/UNPACKING SERVICES

Except as otherwise provided, charges for services provided by carrier under this item are applicable at the location where service is provided and include Packing, Unpacking, Debris Removal, Crating or Uncrating services for some or all of the articles in a shipment, subject to the following:

- NOTE 1: Charges for services provided under this Item are applicable at the location where the service is provided.
- NOTE 2: Packing Service <u>includes</u> all cartons and packing material, furnished by carrier and labor for packing of such cartons and crates, but does not include Crating Service.
- NOTE 3: Unpacking Service <u>includes</u> labor for unpacking of cartons and crates and contemporaneous debris removal of cartons and packing materials for cartons packed by carrier.
- NOTE 4: A minimum charge will be applied if carrier is requested to perform Unpacking on a date that falls after the date carrier unloads the shipment at customer's delivery address.
- NOTE 5: Title to all cartons and packing materials furnished passes to the consignee at the time and point of delivery of the shipment.
- NOTE 6: Rates are **not** applicable for cartons or crates that are supplied but **not** packed by carrier.
- NOTE 7: On shipments with Extra Stops, the initial point of origin and final point of delivery shall be the basis for determination of rates and charges under this Item.
- NOTE 8: Charges in this item are applicable ONLY for cartons that are furnished and Packed or Unpacked by carrier. Extra Labor rates are applicable for Packing and/or Unpacking of cartons furnished by customer.
- NOTE 9: Customer's initial election of either Full Service or Custom Service Packing and/or Unpacking prior to the commencement of packing shall control the characterization of the packing and/or unpacking service provided by carrier and applicable charges. The characterization of the packing service and associated charges shall be fixed and may not be changed after commencement of loading by carrier.

FULL SERVICE

Full Service Packing and/or Unpacking Service is applicable when carrier packs and/or unpacks <u>all</u> of the household goods items that require packing in a shipment (or, if customer plans on packing/unpacking only a few, select items).

The charges for Full Service are assessed on a per hundred weight basis, calculated on either the actual weight of the shipment or, if the shipment is moving under a binding estimate, the bound weight of the shipment.

- a) Full Service Packing Service charges do <u>not</u> include Crating or Uncrating Service <u>or</u> any carton and packing or unpacking service for LCD/Plasma [Flat Panel] Televisions. Full Service Packing Service is also not applicable to items that are not normally packed for shipment.
- b) Any applicable Weight Additives will be deducted from shipment weight prior to determining the Full Service charges.
- c) Separate charges are applicable for Full Service packing and unpacking; customer may request Custom Service unpacking when Full Service packing has been ordered.

CUSTOM SERVICE

Custom Service packing and/or unpacking is applicable on a per carton basis when customer requests that carrier pack and/or unpack only a portion of the household goods items in a shipment.

The charges for Custom Service apply on a per carton basis per individual cartons packed/unpacked by carrier.

- a) Separate charges are applicable for Custom Service packing and unpacking; Custom packing is not available when customer orders Full Service packing;
- b) Full Service unpacking is not available when customer does not order packing and/or Custom Service packing.

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ITEM 32 PACKING/UNPACKING SERVICES (Cont.)

CUSTOM SERVICE (Cont.)

- c) In the event two or more cartons must be joined because of the size, shape or character of the item or items to be packed, each such carton so joined will be counted as one carton for rating purposes.
- d) When cartons of more than 3 cubic feet capacity are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated.
- e) In determining rates for mattress cartons, if the size furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size will be applied.

DEBRIS REMOVAL

Debris Removal Service is applicable when carrier returns to the delivery address to remove cartons on a date that falls after the date carrier unloaded the shipment. Charges for Debris Removal Service apply on a flat charge basis.

The Debris Removal Service charge is <u>not applicable</u> when Debris Removal Service is contemporaneously performed by carrier in conjunction with a Full Service or Custom Service unpacking service.

Debris Removal Service must be performed within 30-days of date shipment was first unloaded by carrier at destination address.

CRATING SERVICE

Crating Service is applicable when carrier provides crating and/or uncrating specifically for mirrors, paintings, glass or marble tops and similar fragile articles. Crating Service charges are based on the gross measurement of the crate.

If carrier does not possess qualified personnel to construct crates, at the request of customer carrier may engage a third party to construct such crates. All charges for third parties will be invoiced as Advanced Charges and are applicable in lieu of Crating Service charges for crating and are in addition to Crating Service charges for Uncrating performed by carrier, if any.

NOTE: A four cubic foot minimum applies to Crating Service charges.

MARKING OR TAGGING

When customer does not order Full Service or Custom Service packing, the following conditions shall be met before carrier will accept cartons packed or other articles prepared for shipment by someone other than the carrier, subject to the following:

- Articles of fragile or breakable nature must be properly packed at carrier's sole consideration;
- b) Packages or cartons containing fragile articles or articles consisting wholly or in part of glass, must be marked by plain and distinct letters designating the fragile character of contents;
- c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- d) Where articles are not packed or are improperly, as judged by carrier in its exclusive discretion, packed, crated or boxed and by reason thereof the articles not packed or contents of cartons are more susceptible to damage, carrier will arrange to have such articles properly packed and customer will be obligated to pay all applicable charges for such packing.

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ITEM 33 STORAGE-IN-TRANSIT

DESCRIPTION OF SERVICE

Storage-in-Transit of property covered by this tariff is the holding of the shipment (or portion thereof) **AT** or **IN** the facilities or warehouse used by carrier for storage, pending further transportation, and will be effected only at **specific request of customer** or **under the conditions specified in this item**. For the purpose of this item, carrier may designate any facility or warehouse to serve as its agent. When property is placed in Storage-in-Transit, carrier's limitations on liability also extend to the party in possession of the property.

Where available, carrier will provide Storage-in-Transit service at the <u>location requested</u> by customer (normally the county of origin or destination). If storage facilities as requested are <u>not</u> available, customer will be advised, and Storage-in-Transit will be effected at the nearest available facility OR otherwise agreed facility. In which case, charges will be determined based upon the location of such agreed upon facility. If carrier elects, for its <u>own convenience</u>, to provide Storage-in-Transit service at a location that was <u>not</u> requested OR agreed to by customer, charges will be determined based upon the location as requested or agreed to by customer.

TERM OF SERVICE

A shipment (or portion thereof) may be placed in Storage-in-Transit one or more times for an aggregate period not to exceed 180 days.

When <u>not</u> removed from Storage-in-Transit <u>prior</u> to the expiration of <u>either</u> the specified period of time during which the shipment is to be held in such storage <u>or</u> at midnight on the 180th day of Storage-in-Transit, carrier may "convert" the shipment to "permanent storage." Conversion means carrier will unilaterally terminate the interstate character of the shipment (or portion thereof). To the extent not already applicable, rules related to conversion of a shipment found in title 49 of the U.S. Code of Federal Regulations are hereby adopted as if fully stated in this tariff.

Upon providing such written notice of conversion, the shipment shall be considered "delivered" at the warehouse location which shall be considered the destination of the property. The warehouseman shall be agent for customer in accepting delivery of the shipment and the property shall be subject thereafter to the rules, regulations and charges of the warehouseman.

Carrier may convert the shipment (or portion thereof) <u>prior</u> to the 180-day maximum Storage-in-Transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges are paid, the shipment will remain at carrier's storage location subject to a lien for all such charges.

When the interstate character of the property is terminated at the storage location before expiration of the time limit specified above in this Item, the Transportation Service charge and other lawful charges shall be applicable in identical manner as provided in this Item.

DELIVERY OF SHIPMENTS IN STORAGE-IN-TRANSIT

Delivery of shipments FROM Storage-in-Transit will be made on the date requested or agreed upon dates (in the event of a delivery spread), if possible. If carrier is prevented from completing delivery on those dates, every commercially reasonable effort will be made to deliver as soon as possible, subject to the following:

- 1. If shipment is not removed FROM Storage-in-Transit by the 5th working day (excluding Saturday, Sunday and holidays) after the requested delivery date(s), Storage-in-Transit charges will cease to accrue after such date.
- 2. If shipment <u>is</u> removed FROM Storage-in-Transit prior to the 5th working day after the requested delivery date(s), Storage-in-Transit charges will cease to accrue the day after shipment is removed.

If delivery <u>cannot</u> be made at the address specified on the Bill of Lading because of Impractical Operation, <u>or</u> for any other reason <u>other than</u> the fault of carrier, and neither customer, consignee, consignor, nor owner designates another address at which delivery can be made, carrier will place the property in Storage-in-Transit under the provisions of this Item.

All other provisions under the tariff will continue in effect until the shipment is converted or further transportation is made available by carrier. Until all lawful Storage-in-Transit charges are paid, property will remain at carrier's facility subject to a lien for all such charges.

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ITEM 33 STORAGE-IN-TRANSIT (Cont.)

On property consigned to Storage-in-Transit wherein an <u>overflow</u> of household goods requires a <u>split shipment</u> delivered TO the storage location on <u>different dates</u>, the charges for such property shall be as follows:

- 1. Transportation Service charges FROM initial point of pick-up TO storage location will be based on the <u>combined</u> weight (<u>actual</u> weight for non-binding estimates, subject to minimum weights, or <u>bound</u> weight for binding estimates) of the property, number of containers for Snapmovessm shipments or, for Motor Vehicle shipments, the number of vehicles stored in transit, and computation of Transportation Service charges as provided in this item.
- Storage-in-Transit charges in effect on date of <u>initial</u> pick-up will be determined <u>separately</u> on each portion of shipment stored in transit. For Household Goods shipments, the Minimum Weight (or assumed weights) will be applicable to the <u>combined</u> weight of property stored in transit. Storage-in-Transit charges will be determined separately for each portion added.
- 3. All <u>subsequent</u> charges will be based on the <u>combined</u> weight of the property, number of containers, or for Motor Vehicle shipments, the total number of vehicles, stored in transit.

CHARGES FOR STORAGE-IN-TRANSIT

Except when provided for carrier convenience, Storage-in-Transit charges are applicable as described herein. Storage-in-Transit charges are calculated on a per hundred weight basis and are applicable based on location of facility where Storage-in-Transit service is provided, except as provided in the "Description of Service" section of this Item, above. Charges for this service shall be based either on (a) the number of containers for Snapmovessm shipments; (b) the actual weight of all other types of Household Goods shipments stored, except for Bulky Articles and Weight Additive Articles, which will be based on the weight at which the Transportation Service charge is based; or (c) the number of vehicles stored.

Except for Snapmovessm shipments, for which charges shall be applicable for each <u>30 days</u> (*or fraction thereof*) of Storage, Storage-in-Transit charges are applicable for <u>each day</u> of storage, and are applicable each time Storage-in-Transit service is rendered. Storage days will **include** the day shipments are placed in storage, and the day shipments are removed from storage (<u>except</u> as otherwise provided in delivery of shipments in Storage-in-Transit section, above). Except for Snapmovessm shipments, if the shipments are removed from storage on the same day they are placed in storage, first day storage will be charged.

Other charges applicable to shipments stored in transit include:

- 1. <u>Storage-in-Transit Pick-up and Delivery Charges</u>: Storage-in-Transit Pick-up and Delivery charges are applicable and **include** pick-up or delivery on Storage-in-Transit shipments (*or portions thereof*), as follows:
 - (a) Origin Service: When Storage-in-Transit is provided at ORIGIN, charges may be billed after Storage-in-Transit is effected for the following services:
 - i. Transportation Service charges BETWEEN origin AND location where Storage-in-Transit is effected.
 - ii. Storage-in-Transit charges due at time of billing.
 - iii. Charges for additional services, advances and other lawful charges.
 - (b) Other Service: When Storage-in-Transit provided is at OTHER THAN ORIGIN, charges must be billed at the time Storage-in-Transit is effected, for the following services:
 - i. Transportation Service charges BETWEEN origin AND location where Storage-in-Transit is effected.
 - ii. Charges for additional services, advances and other lawful charges.

(Item 33 continued on next page)

ITEM 33 STORAGE-IN-TRANSIT (Cont.)

- Adding Property or Vehicles: During the Storage-in-Transit period customer may <u>add property</u> or vehicles to that already in Storage-in-Transit. Charges for adding such property shall be as follows:
 - (a) Transportation Service charges applicable on the additional articles or vehicles.
 - i. Storage-in-Transit charges will be applicable on the <u>additional articles</u>, (subject to Minimum Weight or assumed weight) or vehicles.
 - ii. All subsequent charges including Storage-in-Transit will be based on the total weight of the <u>combined</u> property or total number of containers or vehicles.
- 3. Withdrawing Property or Vehicles: During the Storage-in-Transit period customer may withdraw a portion of the shipment stored in transit, provided that all accrued charges on the shipment are paid prior to such withdrawal. When the selection of articles requires un-stacking and/or restacking of the shipment (or a portion of the shipment), charges for such handling shall be assessed as Extra Labor. Charges for <u>Transportation Service</u> furnished, if any, for portion selected for delivery shall be assessed on same basis as would be applicable to that portion as an individual shipment.

With reference to the portion of the shipment which <u>remains</u> at the Storage-in-Transit location, customer <u>may</u> elect in writing to <u>terminate</u> the Storage-in-Transit service and place the portion of the shipment remaining in storage with the warehouseman in possession, in which event the warehouse will be considered the final delivery destination of the property. If customer elects to have the remaining portion <u>remain</u> in Storage-in-Transit, the following shall be applicable:

- (a) For household goods, Storage-in-Transit charges shall continue to accrue based on the applicable weight of the remaining portion of the shipment or containers.
- (b) For Motor Vehicles, Storage-in-Transit charges shall continue to be applicable on the remaining vehicle(s)
- (c) Charges for Transportation Service furnished, if any, for the delivery of the remainder of the shipment shall be assessed on the same basis as would be applicable to that portion as an individual shipment.
- 4. <u>Pick-up and Delivery</u>: The charges **include** pick-up or delivery on Storage-in-Transit shipments (*or portions thereof*), as follows:

When the Distance <u>BETWEEN</u> the Storage Facility <u>AND</u> the Pick-up or Delivery Location is:	The Applicable Charges Are:
1 to 50 Miles	Storage-in-Transit Pick-up & Delivery charges
51 Miles & Over	In <u>lieu of</u> the provisions of this item, the tariff Transportation Service Charge is Applicable - (The provisions of this item are <u>NOT</u> applicable).

- (a) Storage-in-Transit Pick-up and Delivery charges apply based on the <u>actual weight</u> of the shipment (or portion thereof), or number of vehicles that are placed into or removed from storage, <u>plus</u> any applicable weight additives, subject to the minimum weight of 3,400 pounds (for Household Goods shipments), unless otherwise provided for in the rules of this tariff.
- (b) When Storage-in-Transit Pick-up and Delivery involves <u>portions</u> of the stored shipment, each portion shall be subject to the minimum weight of 3,400 pounds (for Household Goods shipments) or number of vehicles, unless otherwise specified in this tariff.

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ITEM 33 STORAGE-IN-TRANSIT (Cont.)

(c) The Storage-in-Transit Pick-up and Delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility, but do <u>not</u> include any other additional services named in the tariff.

EXCEPTION: In lieu of the Storage-in-Transit Pick-up and Delivery charges described in this Item, Transportation Service charges for Snapmovessm shipments include pick-up and delivery when the distance between carrier's storage facility and the pick-up and/or delivery location is <u>no more than 50 miles</u>. Where that distance is greater than 50 miles, an additional charge per container will apply per every additional 15 miles (*or fraction thereof*).

- (d) Compensation to carrier for <u>attempted</u> delivery TO residence FROM Storage-in-Transit when failure to deliver is <u>not</u> the fault of carrier, will be as follows:
 - i. Round trip distance FROM the storage facility TO residence AND return; and
 - ii. Storage-in-Transit: A second first day storage charge will be applicable when the shipment is <u>returned</u> to Storage-in-Transit at the warehouse location. Storage charges will continue to be applicable at the additional daily rate until shipment is removed or delivered FROM storage, except as provided in delivery of items Storage-in-Transit section from above; and
 - iii. Waiting Time: Charges for Waiting Time will be applicable if carrier is required to wait at residence.
- NOTE 1: Except as specifically provided otherwise in this Item, <u>each part</u> of the shipment shall be rated on a proportional basis at the applicable charges in <u>effect on the date of pick-up</u> of each portion, based, as applicable, on the <u>total weight</u>, <u>total containers</u>, or <u>number of vehicles</u> for the entire shipment.
- NOTE 2: Except as specifically provided otherwise in this Item, when property is placed <u>in</u> Storage-in-Transit in <u>segments</u> on <u>different dates</u>:
 - (1) The Transportation Service charge and additional service charges in <u>effect on the date of placement</u> of the <u>first</u> segment will be applicable to that segment <u>only</u>; and
 - (2) The Transportation Service charge and additional service charges in <u>effect on the date(s)</u> that each <u>subsequent</u> segment is placed in Storage-in-Transit will be applicable to these subsequent segments.
- NOTE 3: In addition to the Storage-in-Transit charges provided for in this item, an additional charge will be applicable for each 30-day period (or fraction thereof), when storage in a <u>climate-control</u> warehouse facility (where available) is specifically requested by customer and provided by carrier.

(Remainder of page intentionally left blank.)

ITEM 34 VALUE-ADD PROGRAMS

Upon customer's request, carrier may provide one of the packages of additional services described in Part A, below, that also <u>includes</u> certain services described in Part B of this item. These packages shall not be applicable to Motor Vehicle shipments.

PART A - VALUE-ADD PROGRAMS

By selecting and signing for a package of services, customer also authorizes and consents to carrier disclosing customer's contact information including name(s), existing and destination mailing addresses, telephone number, e-mail address, shipment order number and similar information, to the third-party vendor(s) providing services under the package selected.

- 1. Value-Added Package Option 1: This package includes all of the following:
 - a. Gold Standard Protection®
 - b. Claim Assist
 - c. Identity Theft Protection
 - d. Additional \$5,000 Full Value Protection This means carrier shall increase its maximum dollar amount of liability of FVP declared by customer by an additional \$5,000 for the shipment (subject to the Valuation provisions of this tariff).
- 2. Value-Added Package Option 2: This package includes all of the services included in Option 1, plus the following:
 - a. <u>Additional \$25,000 Full Value Protection</u> This means carrier shall increase its maximum dollar amount of liability of FVP declared by customer by an additional \$20,000 for the shipment.
 - b. <u>Debris Removal at Destination</u> One removal of empty cartons and packing material waste at destination, within 30 days of delivery.
 - c. <u>Additional Delay Claim Payment of \$250</u> This means carrier shall increase its maximum daily dollar amount for delay claims, as described in Item 36 below, by an additional \$150.00 for the shipment.
- 3. Value-Added Package Option 3: This package includes all of the services included in PLUS 1, plus the following:
 - a. Basic Wall Mount Removal (up to 2 TVs) See services described in Part B of this Item.
 - b. Basic Wall Mount Setup (up to 2 TVs) See services described in Part B of this Item.
 - c. <u>Additional Delay Claim Payment of \$250</u> This means carrier shall increase its maximum daily dollar amount for delay claims, as described in Item 36 below, by an additional \$150.00 for the shipment.

PART B - THIRD PARTY SERVICES

- Basic Wall Mount Removal (up to 2 TVs) A third party service vendor will disconnect up to two (2) wall-mounted. Service includes the following:
 - (a) Power on all equipment before disassembly to verify it will power on.
 - (b) Perform a physical audit noting all obvious scratches, dents, etc.
 - (c) Remove wall-mounted TV (up to 65") from drywall. Includes removal of wall mount hardware.
 - (d) This service does not include removing cables or wires that run through walls or ceilings. These will be left in place.
 - (e) All set top/cable/satellite boxes will be inventoried with serial numbers, etc. and provided to customer. Customer is responsible for returning them to the appropriate service provider. Third party service vendor is <u>not</u> authorized or required to return any rented or leased equipment.
 - (f) Neatly organize and place TV, home theater components and cables at a location within the home in preparation for the movers.

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ITEM 34 VALUE-ADD PROGRAMS (Cont.)

- Basic Wall Mount Setup (up to 2 TVs) A third-party service vendor will perform wall mount installation of up to two (2) TVs. This service includes the following per TV:
 - (a) Perform a physical audit of TV components noting scratches, dents, etc. and report to end user prior to any setup or installation.
 - (b) Wall mount TV (*up to 65*") using customer provided mounting hardware. TVs may be previously used or new. Customer must supply wall mount brackets.
 - (c) TV can only be mounted to interior walls with standard wood studs or a brick wall (neither the agency nor the technician is responsible for cracks resulting for services on lath or plaster walls). Customer supplied brackets must be suitable for TV and wall construction.
 - (d) Service does not include concealing audio or video cables inside walls or ceilings.
 - (e) Ensure TV and wall mount bracket are in working order.
- NOTE 1: Basic Wall Mount (Disassemble and/or Setup) services provided by the third-party service vendor are for labor only. Wires, cables, router and components are not included in this service and must be supplied by customer or purchased separately from third-party vendor. All parts must be unpacked by customer or by carrier at customer request for an additional charge, and available for installation.
- NOTE 2: To initiate any of the third-party vendor services, customer <u>must</u> contact a customer service representative. (800-283-9930)
- NOTE 3: Service(s) must be initiated within 90 days of delivery date.
- NOTE 4: Additional terms and conditions applicable for the third-party vendor services can be viewed on the amendment form <u>or</u> are available by contacting a Value-Add Program customer service representative. (800-283-9930)

EXCEPTION: Geographical coverage and service limitations <u>may</u> apply to all third-party vendor services.

For a period of 1-year from date service is initiated, customer will be entitled to receive the following:

PRE-INCIDENT PROTECTION (PREVENTION & DETECTION):

- 1) <u>Education, Facts & Knowledge</u> The third-party service vendor to provide customer with ID theft prevention and detection tips on how to: (1) take steps to minimize risk [knowing it is impossible to completely eliminate that risk]; (2) increase customer awareness of how their own actions put them at risk; (3) gain knowledge to change customer actions to protect their identity; (4) deter thieves by properly safeguarding customer's personal information; (5) obtain protection to alert customer at the earliest stages of a breach; and (6) rest assured that customer is protected by powerful resources to combat ID theft.
- 2) Credit Monitoring The third-party service vendor to provide customer with: (1) automatic email alert of any changes to customer credit profile; (2) unlimited 24/7 access to customers TransUnion credit report and score; (3) toll-free customer support for general credit-related questions or technical assistance; (4) Credit Fraud Resolution assistance from TransUnion's Fraud Victim Assistance department; (5) Credit Report Lock which provides customer the ability to lock or unlock their TransUnion credit report; (6) access to on-line credit oriented educational tools and articles; and (7) monitoring for the primary member's social security number only (other members of the household may be added at a discounted monthly fee).
- 3) <u>Member Resources</u> The third-party service vendor provides a multitude of resources available on-line which are designed to: (1) keep customer "in-the-know" and ahead of potential threats; (2) educate customer regarding the opt-out services and other free resources available; (3) provide links to relevant news articles and current events including video feeds; (4) provide warnings on the latest corporate data breaches; and (5) provide member forums to share information, experience and ask questions.

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ITEM 34 VALUE-ADD PROGRAMS (Cont.)

POST-INCIDENT PROTECTION (RESTORATION & RECOVERY):

- 1) Full Restoration Services The third party service vendor to provide customer with an assigned team of specialists knowledgeable in required identity recovery process procedures including: (1) collect all facts to outline the action plan; (2) contact the appropriate government authorities at the local, state and federal level; (3) take immediate action to restore customers good credit [including filling out and filling all of the Federal Trade Commission (FTC) mandated forms and reports]; (4) replace missing identification [such as drivers licenses or passports]; (5) provide translation services with any process [including reporting possible theft to local law enforcement if traveling out of the country]; and (6) these services cover both the primary member and all other immediate family members.
- 2) Legal & Emotional Care The third party service vendor to provide customer with continued legal support and ongoing emotional care as part of the recovery process, which include providing: (1) initial consultation, perform legal document review and, if necessary, draft a victim impact letter for the courts; (2) emotional trauma support provided in the form of 24/7 telephone access to counselors and, if necessary, the third party provider will arrange for up to 3 in-person sessions to help deal with the emotional trauma; (3) emergency cash advances may be provided if travelling more than 100 miles from home; and (4) these services cover both the primary member and all other immediate family members.
- 3) Reimbursement for Expenses & Lost Wages The third party service vendor to provide customer with: (1) coverage to reimburse victim of a stolen identity for recovery and restoration expenses up to \$25,000 with no deductible; (2) expense reimbursement [includes legal defense fees, refiling loan documents, long distance calls and postage]; (3) lost wages reimbursement for up to \$1,000 per week for five weeks; and (4) this feature is included with the credit monitoring package for the primary member's social security number only (other members of the household may be added to that package at a discounted monthly fee).

ITEM 35 CLAIMS, LOSS AND DAMAGE

In addition to the terms of this Item, to the extent not already applicable, the rules governing carrier's and customer's obligations relating to customer's claims found in Titles 49 of the U.S. Code and U.S. Code of Federal Regulations are hereby adopted as if fully stated in this tariff.

(a) Timely, Valid Written Claims Required:

Carrier shall not pay customer for any claim for loss, damage, injury, or delay to customer's shipment unless carrier has first received a valid written claim from customer within nine months from the date of delivery of customer's shipment or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has been elapsed. Carrier shall not be liable for claims not meeting the minimum requirements to be valid or that are not received in writing by carrier within these time frames, and such claims shall not be paid.

(b) Opportunity to Inspect; Supporting Documents:

Carrier must be promptly notified of concealed damage or shortage and given reasonable opportunity to inspect all articles claimed damaged, including any cartons or packing materials used for such articles during shipment. Customer must refrain from moving and attempting to repair, or disposing of an allegedly damaged item, or its packing, if any, before carrier's inspection of those articles. Moving or disposal of an allegedly damaged article prior to carrier's inspection will be construed as denial of carrier's reasonable opportunity to inspect the allegedly damaged item and its packing.

Each claim must be supported by proof of payment of all charges for the shipment, and for each article claimed, documents providing the basis for the amount claimed.

(c) Disposition of Claims:

After accepting liability, carrier may satisfy a claim for loss or damaged articles by repairing or replacing the lost or damaged articles with materials of like-kind quality and condition, subject to carrier's maximum liability. Where carrier pays customer the full replacement value of a damaged article, carrier shall be entitled to claim the damaged article in salvage.

Depreciation shall be a factor <u>ONLY</u> when settling a claim for loss or damage to Motor Vehicles. Carrier shall use the replacement cost of the lost or damaged Motor Vehicle as a base to apply the depreciation factor to arrive at the current actual value of the lost or damaged Motor Vehicle; provided that where a Motor Vehicle cannot be replaced or no suitable like-kind replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

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ITEM 35 CLAIMS, LOSS AND DAMAGE (Cont.)

When carrier's liability is measured by the weight of the article:

- 1) Each shipping piece or package and contents thereof shall constitute one article <u>except</u> the total component parts of any article taken apart or disassembled for handling or loading in carrier's container or equipment shall constitute one article for the purpose of determining carrier's liability.
- 2) When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.
- 3) When such article was packed in a carton, in the absence of specific evidence to the contrary, such carton shall be deemed to have the following weight:

CARTON	WEIGHT PER CARTON (in Pounds)
DRUM, DISH-PACK	60
CARTONS:	
Containing lampshades	10
Less than 3 cubic feet	25
At least 3 cubic feet, but less than 4.5 cubic feet	30
At least 4.5 cubic feet, but less than 6 cubic feet	35
At least 6 cubic feet, but less than 6.5 cubic feet	45
6.5 cubic feet and over	50
Containing books or phonograph records	50
WARDROBE CARTON	50
Mattress or Box Spring Carton (Not exceeding 39"x80")	55
Mattress or Box Spring Carton (Not exceeding 54"x75")	60
Mattress or Box Spring Carton (Exceeding 54"x75")	80
Crib Mattress Carton	22

Articles not identified on carrier's inventory as to contents will be settled for the heaviest weight on the schedule, above.

4) Suit must be instituted against carrier within two years and one day from the date that carrier gives written notice to claimant that carrier has disallowed the claim or any part or parts thereof as specified in the notice. Where a suit is not instituted within this time period, carrier shall not be liable and such claims shall not be paid.

(d) Alternative Claims Services

Except for Snapmovessm and Motor Vehicle shipments, upon customer's request, carrier may provide Alternative Claims Services for the handling and disposition of claims for loss and damage to shipments. When agreed to by carrier, the requested Alternative Claims Service must be included in carriers services listed on carrier's Bill of Lading. Additional charges may apply for these Alternative Claims Services, which include:

(1) "Item 200 Service"

Upon request of a party, person, firm or establishment <u>assuming liability</u> for loss and/or damage in <u>excess</u> of carrier's liability with respect to a shipment on which credit has been extended by a carrier to such party, person, firm or establishment for the charges applicable to such shipment, carrier will:

- A. Investigate any loss and/or damage claim; and
- B. Arrange for the repair of all damaged articles when appropriate, and make such settlement with customer as is deemed equitable for all lost articles and for all damaged articles, repair of which is not deemed appropriate, carrier assuming only that portion of the amount required to settle the claim for which it is liable and any additional amount to be borne by the person or firm assuming the excess liability; and

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ITEM 35 CLAIMS, LOSS AND DAMAGE (Cont.)

- C. Render to the person or firm assuming the excess liability an invoice payable in seven (7) days for the amount required to settle the claim, which exceeds carrier's liability, <u>plus</u> the charge provided for in this item.
- NOTE 1: This "Item 200 Service" is only available for customers moving under a contract described in 49 U.S.C. §14101(b) that includes terms providing for this Item 200 Service
- NOTE 2: Any charges (or portions thereof) for services of others engaged at the request of the person or firm assuming the excess liability, which are over and above the amount for which carrier is liable under its Bill of Lading, will be at the expense of such person or firm and will be in addition to all other rates and charges.

(2) Expedited Claim Settlement Service

Carrier will offer expedited claim settlement service on shipments which move with a declared value of Full Value Protection, subject to the following:

- A. Carrier will make firm settlement offer within 30 calendar days after carrier acknowledges receipt of customer's valid written claim at carrier's corporate headquarters. In the event that firm settlement position (which may include denial of all or a portion of that claim) is <u>not</u> made by carrier within 30 calendar days, customer shall be reimbursed a sum of \$25.00 for each day thereafter up to the day on which settlement position is actually communicated, subject to a maximum total reimbursement of \$250.00; and
- B. This service is applicable only to cargo loss or damage claims not exceeding \$500.00; and
- C. As a condition to application of this service, all applicable charges must have been paid in full; and
- D. Claims must be received by carrier in writing, within 30 calendar days after final delivery of shipment.

(3) Gold Standard Protection®

Subject to the maximum dollar amount of carrier's liability for loss, damage or delay established in writing on carrier's Bill of Lading, when customer purchases the **GOLD STANDARD PROTECTION®** package, carrier shall waive the following defenses to claims for loss or damage to articles within customer's shipment:

- A. Pairs and Sets An article in a pair or set that is damaged and can be repaired to match other articles(s) will be repaired. If an article in a pair or set is either lost or damaged beyond repair and cannot be replaced by a matching article or an article cannot be repaired to match, then carrier has the option to pay the replacement value of the pair or set or replace the pair or set with articles of like kind or quality and take possession of the articles for which a payment or replacement is made.
- B. **Mechanical / Electronic Malfunction –** Mechanical or electronic articles that are in good working order at origin will be operating when they arrive at destination, regardless whether there is physical damage to the article, or the article will, at carrier's discretion, be repaired, replaced with articles of like kind and quality, or a cash payment made for current market replacement cost of the article.
- C. Acts of God Loss or damage resulting from acts of God.
- NOTE 1: Gold Standard Protection® Service is not available for shipments released at the Minimum Liability Option
- NOTE 2: This mechanical/electronic malfunction provision under Gold Standard Protection® Service does <u>not</u> apply to motorized vehicles of every description and watercraft of every description and/or to normal maintenance and cleaning.

(4) Claims Assist

Carrier will arrange to provide customer with expedited on-site, or equivalent online/virtual medium assistance with completing carrier's written or online cargo loss or damage claim form and make or arrange for necessary repairs and/or discuss replacement options for loss or damage.

All claims will be handled by the carrier on a priority basis. To receive this "Claims Assist" service, customer must initiate making the written claim **within 30 days** of the date of delivery.

ITEM 36 DELAY CLAIMS

When carrier fails to perform pick-up and/or delivery within the period of time indicated on the Bill of Lading or any subsequent written Attachment to Bill of Lading, thereto, carrier agrees to compensate customer no more than **\$100.00** per day for Household Goods shipments, or **\$50.00** per day for Motor Vehicle shipments, beginning at 5:00 p.m. on the last day of the agreed pick-up or delivery period *until* 12:00 p.m. on the actual day shipment is picked-up or delivered.

- NOTE 1: Compensation for late pickup or delivery of a shipment will be applicable <u>only</u> at the origin or final delivery location of the shipment. It is not applicable on shipments loaded from or delivered to Storage-in-Transit
- NOTE 2: This item is **not** applicable on shipments where customer requests Diversion.
- NOTE 3: This item is <u>not</u> applicable when delay is caused by conditions beyond carrier's control, which include, but not limited to, Impractical Operations.
- NOTE 4: When a shipment (*or portion thereof*) is lost or destroyed in transit, the provisions of this item shall <u>not</u> be applicable to such shipment (*or portion thereof*), which cannot be delivered due to such loss or destruction.
- NOTE 5: Carrier must <u>receive</u> customer's written claim for payment of the fixed settlement amount with carrier within the period of time indicated on the Bill of Lading, not to exceed 9 months from the date of actual delivery.
- NOTE 6: This item is **not** applicable to overflow portion of a shipment.
- NOTE 7: This item is **not** applicable to Motor Vehicles that are neither licensed nor operable.
- NOTE 8: Total compensation under this item shall be <u>limited</u> up to 100% of the associated shipment's adjusted Transportation Service charge.
- NOTE 9: This Item is not applicable to Bulky Articles included in a Snapmovessm shipment when those articles are not moved in a container

ITEM 37 COLLECTION OF CHARGES

In addition to these terms, to the extent not already applicable, the rules governing carrier's and customer's obligations relating to payment and collection of charges and the processing of claims for overcharge, duplicate payment, or overcollection found in Titles 49 of the U.S. Code and U.S. Code of Federal Regulations are hereby adopted as if fully stated in this tariff.

- (a) Charges shall be assessed and payments shall be made only in the lawful currency of the United States of America.
- (b) Carrier accepts the following forms of payment: cash, certified check, or a bank check (one drawn by a bank on itself and signed by an officer of the bank).
- (c) Carrier may also elect to accept payment by credit card, subject to the following:
 - 1. The credit cards accepted by carrier are limited to: American Express, Discover, MasterCard or Visa.
 - 2. Where American Express, Discover, MasterCard or Visa are used for payment, authorization is required **PRIOR** to acceptance by carrier.
 - 3. American Express and Discover credit cards will <u>only</u> be accepted for shipments transported BETWEEN Points in the United States.
 - 4. MasterCard and Visa credit cards will only be accepted for shipments transported BETWEEN Points in the United States (excluding Alaska) or FROM Points in Canada TO Points in the United States (excluding Alaska).
- (d) Except where due to an act or omission of customer, carrier shall <u>not</u> collect, or require a customer to pay, any charges when a shipment is **totally** <u>lost or destroyed in transit</u>. Notwithstanding any other provisions of this item, a carrier shall collect, and customer shall be required to pay, any specific Valuation charge that may be due.

The terms "destruction" means that the goods are beyond repair, that they no longer exist in the form tendered to carrier, or that they are useless for the purpose for which they were intended. A normal loss or damage claim does <u>not</u> constitute destruction for purposes of this item.