



The Supply Chain Partner You Can Depend On!!!

RULES TARIFF DPHE 200 and ADDITIONAL CHARGES

DEPENDABLE LOGISTICS SOLUTIONS

Effective: September 1, 2011

Rates and Charges: The rates and charges to be assessed shall be as provided in Appendix subject to the Governing Rules of Tariff 200, with all rates and charges subject to any supplements, revision, reissues, or transfers in effect on the date of Shipment, and which may result in the increase of rates and /or charges

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DLS SHIPPING INSTRUCTIONS (212)

All shipments routed through DLS must be billing an active open account.

All bills of ladings need to be filled out to show:

3rd Party Bill To:
DLS
PO Box 58047
Los Angeles, CA 90058

Do not mark the bills of lading Prepaid or Collect, as this will override the third party bill to and void your discounted rate with DLS. DLS does not handle COD shipments.

All bills of ladings must display the correct NMFC# and actual class as well as a proper description of all items shipped.

Any additional services such as lift gate, notification, etc, must be noted on the bill of lading.

After the driver picks up and signs for the shipment, keep a copy of the bill of lading for your records and fax a copy to DLS at 323-526-2289. This will ensure that our staff can monitor all shipments for timely delivery. This will also ensure proper billing to your company.

ABBREVIATIONS AND DEFINITIONS (500)

- 1. Business day** - Monday through Friday, excluding holidays 8:00 A.M. to 5:00 P.M.
- 2. Holiday(s)** - New Year's Day; Memorial Day; Labor Day; Independence Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day and any other day generally observed as a holiday by DLS or its agent at the point where the service is performed.
- 3. Joint Line Traffic** - The transportation of a shipment by two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination or at intermediate interchange point as an agent of the originating or delivering carrier.
- 4. Any Quantity or AQ** - Except as otherwise provided in tariffs governed by the Rules Tariff, AQ rates are those which are subject to minimum weights that are less than the TL or Volume minimum weights.
- 5. Collect Shipment** - One on which the charges for transportation service, including accessorial services, rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid by the consignee. **DLS does not handle collect shipments. All debtors must have an open account with DLS.**
- 6. Prepaid Shipment** - One on which the charges for transportation service, including accessorial services, rendered at the request of the consignor are to be paid by the consignor or a third party that is neither the consignor nor the consignee. **All debtors must have an open account with DLS.**
- 7. Third Party** - Neither consignor nor consignee but a Third Party, responsible for payment of freight charges as indicated on original bill of lading or as indicated by consignor or consignee in writing. If Third Party fails to make payment, charges will revert back to the consignor or consignee, as appropriate. **All debtors must have an open account with DLS.**
- 8. C.O.D Shipments** - DLS does not handle C.O.D. shipments.
- 9. Absolute Minimum Charge** - The stated minimum dollar amount, which no freight charge will go below after application of all pricing terms.
- 10. Consignee** - The person, firm or corporation shown on the bill of lading as the party to whom the property is physically delivered by Carrier.
- 11. Consignor** - The person, firm or corporation shown on the bill of lading as the Shipper of the property received by Carrier for transportation.
- 12. Debtor** - The person obligated to pay Transportation charges including the accessorial or freight charges to Carrier, whether Consignor, Consignee, or other party.
- 13. Intrastate** - Origin and destination points reside within the same state.
- 14. Interstate** - Origin and destination points do reside within the same state.

15. LTL - Less than truckload. A quantity of freight weighing less than 20,000 pounds and occupying less than one pup, and whose rate or rating is subject to a minimum weight of less than 20,000 pounds, or is less than TL.

16. DPHE - Dependable Highway Express.

17. Net Charge - Net dollar amount billed to the debtor after reduced rates or charges through the application of governing discounts, allowances, commodity rates, exception ratings, or any other reductions have been applied.

18. Palletized Shipment - A shipment tendered to and transported by carrier on pallets (elevating truck pallets or platforms or lift-truck skids, with or without standing sides or ends, but without tops).

19. Power Equipment - Any gasoline, diesel, electric or gas driven equipment including electric powered cranes and lift truck equipment.

20. Pup - One trailer not to exceed 28 lineal feet of loading space.

21. Rate - A charge per unit of measurement.

22. Set - Two trailers each not exceeding 28 lineal feet of loading space.

23. TL - Truckload. A quantity of freight weighing 20,000 pounds or more, or occupies one pup or more, or whose TL rate or rating is subject to a minimum weight of 20,000 pounds or more.

24. Trailer - One unit of equipment not exceeding 28 lineal feet of loading space.

AIR FREIGHT LIABILITY (507-2)

Unless declared in writing on bill of lading, release value will be **\$0.50** per pound to a maximum of **\$50.00** per shipment.

Excess Air Freight insurance may be purchased if desired. Please call DLS for pricing.

APPLICATION OF RULES AND RATES (501)

Unless specifically indicated otherwise, rates in publications governed by the rules tariff include only:

1. One pickup and loading at one site of freight placed immediately adjacent to the vehicle or placed immediately adjacent to a parking space suitable for the carrier to place the vehicle for loading.
2. Transportation of the shipment from the original origin shown on the bill of lading to the original destination shown on the bill of lading at the time of pickup.
3. One delivery, or one tender, for delivery of the shipment at the destination and site shown on the bill of lading at the time of pickup.

4. Unloading the shipment at the site shown on the bill of lading at the time of pickup at a place immediately adjacent to the rear of the vehicle.

Services other than those described above, when requested or required, may be provided only if there are specific provisions for such additional services in the Rules Tariff or the tariff governed by the Rules Tariff. Charges shown in the Rules Tariff or the tariff governed by the rules tariff for such additional services will apply in addition to all other charges applicable to the shipment.

APPLICATION OF CLASSES AND/OR RATES - INADVERTENT CLAUSES (502)

1. When rates are subject to a released valuation being stated on the bill of lading and the shipper fails or declines to indicate an acceptable valuation on the bill of lading at the time of shipment, the shipment will be considered as being released to the lowest valuation provided and the shipment will be transported and charged for subject to such limitation of liability. This part applies only when released valuation is required in order to determine a rate and does not apply when the shipper has the option to release or not to release a shipment as to value.

2. Shipper is required to include the complete description on all articles in the shipment for DLS to accurately determine the applicable class or class's necessary to apply pricing. Shipments that do not have this information will be rated at Class 100 or above.

DLS or its agents may inspect any shipment for the purpose of determining correct class and to reclassify as necessary in order to apply appropriate pricing.

BILLS OF LADING (503)

1. Consignors may furnish and use their own formatted bills of lading if such bills of lading contain such information as identification and location of the consignor and consignee, commodity descriptions and other information pertinent to the shipment.

2. Corrected bills of lading changing the freight charges from prepaid to collect will not be accepted after the shipment has been delivered.

3. When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party, Consignor, Consignee, or Third Party, the following charge will apply:

Correction fee: \$ 25.00

BLIND SHIPMENT (205)

Shipments tendered as “Blind” wherein one of the parties involved in the shipment Shipper, Consignee, or Debtor, does not want the actual shipping address and/or delivery address revealed to another of the parties involved in the shipment. The party paying the freight charges is ultimately responsible to make sure DLS has all the information needed to perform a “Blind” shipment.

Flat fee: \$300.00

BLOCKING AND BRACING (513)

“Shipper” is responsible for blocking and bracing of shipments to AAR specifications, to prohibit load shift during transit. “Shipper” is also responsible for making sure loads do not exceed State or Federal weight restrictions. If for any reason an overweight ticket or fine is received, the **Beneficial Owner** of the load is 100% responsible. In no instance, for any reason, will DLS or our agents, pay any overweight tickets. Rates are based on shipper load and consignee unload, unless otherwise noted. “Shipper” is defined as the company paying freight charges to DLS.

CANCELLED PICKUP AFTER DRIVER IS DISPATCHED OR TRUCK ORDERED NOT USED (265)

T/L Min: \$200.00
LTL Min: \$ 75.00

CAPACITY LOAD (590)

1. When any straight or mixed shipment that is subject to AQ or LTL rates is tendered to the Carrier and occupies the full visible capacity of a vehicle or Trailer, the minimum charge for that quantity of freight loaded in or on each:

A. Doubles Trailer:

When a shipment occupies 21 or more linear feet of trailer space, the minimum charge for that quantity loaded will be \$250.00 plus \$2.00 per mile subject to the following;

21 or more feet but less than 24 feet = 80% of charge; 24 feet or greater but less than 29 feet = 100% of charge

B. Standard Trailer:

When a shipment occupies 36 or more linear feet of trailer space, the minimum charge for that quantity loaded will be \$500.00 plus \$4.00 per mile subject to the following:

36 or more feet but less than 41 feet = 80% of charge; 41 feet or greater = 100% of charge

2. When any shipment is tendered which cannot be loaded into or on the last Trailer, the following will apply:

A. The charge for that portion of the shipment loaded into or on the last Trailer (not loaded to capacity) will be rated as a separate shipment.

B. The terms “occupies the full visible capacity”, “loaded to capacity”, or “capacity load” refer to the extent each Trailer is loaded and means:

1. That quantity of freight which, in the manner loaded so fills a Trailer that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the Trailer.
 2. That maximum quantity of freight that can be legally loaded in or on the Trailer because of the weight or size limitations of state or regulatory bodies; or
 3. That quantity of freight that prevents Carrier from loading additional freight in the Trailer due to instructions from the Consignor (such as “do not double stack”).
3. Multiple shipments tendered on the same day from the same shipper destined to the same consignee will be considered a single shipment for the application of the provisions of this item.

COD (210)

DLS does **not** accept COD shipments.

COLLECTIONS (504)

When the party responsible for payment of freight charges has been extended credit by DLS, payment of the freight bill is due within seven (7) days of presentation. Interest will be charged at the rate of 1.5% per month on balance due in excess of 30 days. Discount is not applicable if paid after 45 days of invoice date.

If a different credit period has been extended in writing by DLS, the above will apply at the end of the extended credit period for unpaid invoices.

Failure to pay billed charges can result in a lien on future shipments.

CONSEQUENTIAL DAMAGES & COSTS ASSOCIATED TO SERVICE (225)

In no event shall DLS or our agents be liable for consequential, indirect, special or incidental damages, whether based on contract, tort or any other legal theory.

Carrier Liability will be limited to direct damages only, not to exceed \$5.00 per lb or actual cost of product shipped, whichever is less, plus freight charges associated with actual shipment in question. Carrier will not be responsible for specific customer penalties or chargeback's related with late and/or missed appointments or service failures.

CONSTRUCTION, SCHOOL, GOVERNMENT OR LIMITED ACCESS SITE DELIVERY OR PICKUP (231)

Minimum Charge: \$ 120.00
Per CWT: \$ 6.80
Maximum Charge: \$ 450.00

CONVENTION SHOW OR EXHIBITION MATERIAL LIMITATION OF LIABILITY (507-01)

Carrier shall not be liable for any consequential damages, which may be alleged, claimed or sought in connection with shipments, which for any reason fail to be delivered at a particular time or date.

The term special damages as used herein means those damages consisting or alleging lost business, lost sales, or anything beyond the actual value of the articles shipped, and for which the carrier assumes liability only as a bailer, subject to any other limitations contained in this Rules Tariff. All convention/exhibition freight is classified at 125.

(507-01A)

It is the responsibility of the shipper to provide the proper documentation at the time of the Trade Show/Convention Center pick - ups. DLS will not be responsible for incorrect documents being provided.

See Convention/Trade show attachment for specific rules and responsibilities for all Exhibition shipments.

CORRECTED BILL OF LADING (215)

Per each corrected bill of lading: \$ 30.00

CUBIC CAPACITY AND DENSITY - MINIMUM CHARGE (591)

1. A density minimum charge will apply on a shipment only if it occupies more than 750 cubic feet of trailer as tendered for shipment and if its density, as tendered, is less than six (6) pounds per cubic foot. Such shipments will be subject to a minimum charge using a pro forma weight calculated at six (6) pounds per cubic foot.

The shipment will be rated at the applicable (customer's tariff) Class 85 rate with customer's applicable discount applied.

2. The density minimum charge is based upon the cubic feet of the shipment and not its trailer occupancy. However, a vertical dimension of eight feet is used to calculate cube for units that cannot be top loaded with like freight or which cannot be top loaded due to instructions from the Shipper. Likewise, a horizontal dimension of eight (8) feet is used to calculate cube when no two like pieces can be loaded side by side in the trailer.

3. If height of unit/s is over 60", you must use 96" when calculating the total cubic feet.

4. The density minimum charge does not apply to shipments subject to vehicle unit rates.

DELAY T/L, RAIL & LTL (220)

30 Minutes Free Loading/Unloading - LTL shipments (Maximum 12,000 lbs.)
1 hour free Loading/Unloading - 12,001 to Truck load

Without Power - per trailer, per day:	\$ 165.00
Trailer Usage - per day:	\$ 165.00
Layover Charge:	\$ 300.00

1 - Hour Free Loading/Unloading - Rail \$104.35 per hour thereafter.
1 - Hour Free Loading/Unloading - Truckload \$104.35 per hour thereafter.
Delay charges to be calculated in 15-minute increments.

DHE SHIPMENTS (238)

All shipments for Dependable Highway Express are subject to DHE Rules Tariff 100.

EXTREME LENGTH / OVER DIMENSION (225)

When shipments contain any shipping unit or piece with a dimension exceeding 12 feet -18 feet in length, there will be a minimum charge of \$150.00, not to exceed \$2000.00. Rates are not applicable for shipments exceeding 18 feet in length. Call DLS for a quote.
This item will not apply on shipments subject to TL or volume rates and charges or shipments rated under provisions of cubic capacity and density Item 590.

EXTRA LABOR (230)

Monday - Friday \$90.00 per hour @ min \$325.00
Saturday - Sunday \$125.00 per hour @ min \$450.00

HAZARDOUS MATERIALS TRANSPORTATION (505)

Shipments of Hazardous Materials requiring the display of placards on DLS or its Agents vehicles will be subject to a handling charge (See Item 235 Hazardous Handling Charge) per shipment in addition to all other applicable charges.
DLS will not accept for shipment any **RADIOACTIVE** articles or materials or **HAZARDOUS WASTES** of any kind.

HAZARDOUS MATERIAL HANDLING (235)

Flat fee: \$ 35.00

IMPRACTICABLE OPERATIONS (506)

Pickup or delivery service will not be performed by DLS at any site from or to which is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto;
2. Inadequate loading or unloading facilities;
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property.

INSIDE PICK-UP OR DELIVERY (240)

Minimum: \$65.00/\$6.85 cwt whichever is greater.

LIFTGATE PICKUP OR DELIVERY (233)

Flat Rate: \$170.00

LITIGATION OF DELINQUENT BILLS (504-1)

Failure to make payment of freight charges for services performed which subsequently results in placement with a collection agency or legal action taken against the debtor, will be subject to the following:

1. Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
2. In addition to the above, debtor will be responsible for all reasonable collection costs, including but not limited to, attorney fees and court costs.

MARKING, TAGGING, RELABELING (288)

Applies upon the instructions of the shipper or consignee to change, alter or add marks, tags, labels, or stencils on any package or piece of freight.

Per Piece: \$ 3.97

Minimum: \$ 56.00

MAXIMUM CARRIER LIABILITY (507)

DLS has a maximum RVNX \$5.00 per lb or per the NMFC whichever is less, subject to the following:

Liability for loss, damage, or destruction, to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, applicable limited liability provisions of the NMFC, or \$5.00 per pound per package, whichever is less, unless Excess Declared Value is requested and the additional charges are paid, with a maximum limit of \$100,000, unless otherwise agreed to in writing by DLS prior to shipment. Shipments moving via Air Freight, or Ocean, have a release value of \$0.50 per pound up to \$50.00 maximum, unless agreed upon, in writing, on bill of lading and DLS is notified, prior to shipping. Liability for products containing glass shall not exceed \$0.50 per pound. Total liability for used merchandise shall not exceed \$0.10 per pound. Truckload cargo liability limit is actual cost of the goods up to a maximum of \$100,000 per truckload unless otherwise negotiated and confirmed in writing prior to shipment being tendered to the carrier.

RVNX FOR ALL FOOD PRODUCTS IS \$3.00 PER LB. OR PER THE NMFC, WHICHEVER IS LESS.

SECTION 5 - LIABILITY FOR SPECIFIC COMMODITIES OR ARTICLES		
(a) The following list of commodities or articles are subject to the liability limitations and conditions shown below:		
COMMODITIES OR ARTICLES	NMFC ITEMS and SUB NUMBERS	LIABILITY PER POUND
Furnaces, house heating, hot air	26280	\$2.00
Heaters, water, NOI	26520	\$2.00
Cards or tickets, paper or plastic	40750, S1	\$2.00
Cards or tickets, paper or plastic	40750, S2	\$3.00
Cards or tickets, paper or plastic	40750, S3	\$4.00
Furniture Group	79000 - 82670	\$2.00

Furniture Parts Group	82750 - 83999	\$2.00
Air Coolers, Air Conditioners, or Heat Pumps	114125	\$2.00
Air Handlers, Refrigeration Evaporators	114126	\$2.00
Compressors, air; or Air Ends, NOI	118100	\$2.00

Liability will not exceed the invoice price of the goods, and except as otherwise specifically provided in the Rules Tariff, DLS's maximum liability in case of loss or damage shall not exceed \$5.00 per pound, unless otherwise agreed to in writing by DLS prior to shipment, with the following exceptions:

- Liability for products containing glass shall not exceed \$0.50 per pound.
- Liability on shipments containing 'live plants' shall not exceed \$0.50 per pound.
- Liability for used merchandise (all commodities) shall not exceed \$0.10 per pound.
- Household Goods/Personal Effects shall not exceed \$0.10 per pound.
- Liability on shipments moving under published pallet rates shall not exceed \$1.00 per pound.
- Liability on shipments moving under 'Spot Quote' pricing levels shall not exceed \$1.00 per pound.

NOTIFICATION PRIOR TO DELIVERY (236)

When a shipper's bill of lading requests/requires notification or an appointment with a consignee prior to delivery or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge will apply:

Notification: \$22.00 per shipment

OCEAN FREIGHT LIABILITY (507-4)

Unless declared in writing on bill of lading, release value will be \$0.50 per pound to a maximum of \$50.00 per shipment.

Excess Ocean Freight insurance may be purchased if desired. Please call DLS for pricing.

PICKUP OR DELIVERY SERVICE (508)

1. LOADING AND UNLOADING BY DLS:

A. DLS will furnish only one employee per vehicle for loading or unloading except when the consignor or consignee requests DLS to furnish extra labor for loading or unloading. Extra labor will be chargeable at applicable hourly rate.

B. Freight tendered for loading or unloading must be so situated by the consignor or consignee as to be directly accessible to the vehicle or to be immediately adjacent to a parking space suitable for DLS or its agent to lawfully park the vehicle for loading or unloading.

2. RESTRICTIONS ON LOADING OR UNLOADING BY DLS:

A. Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating nor the opening of packages or unitized shipments including shrink wrapped or banded freight on pallets or skids.

B. Loading or unloading service does not include furnishing or use by DLS employee or agent, of any special loading or unloading equipment. When such equipment is used or necessary, the consignor or consignee must furnish it, and the labor to use it.

3. WAIVER OF DELIVERY RECEIPT SIGNATURE:

Consignor or consignee must authorize in writing to DLS or its agent to leave at a designated area of consignee's address where no representative of the consignee is present to sign in order for the shipment to be left unattended.

4. OBLIGATION TO ACCEPT THE SHIPMENT:

The consignee is obligated to accept fully all freight that is timely tendered for delivery by DLS or its agent. Acceptance by the consignee of only part of the freight tendered will not be permitted unless authorized by shipper in writing.

5. INSIDE DELIVERY/INSIDE PICKUP:

Inside delivery where unloading and movement of shipment is not directly adjacent to delivery vehicle, or above or below ground level, or must be hand carried or hand trucked in excess of 50 feet by the drive. (See Item 240 for applicable charges.)

PROCESSING OF CLAIMS (507-3)

Properly submitted claims will be acknowledged within no later than 30 days of receipt.

Although acknowledged within 30 days, claims will not be processed prior to receipt of payment for freight charges.

PROPERTY OF EXTRAORDINARY VALUE (509)

Unless otherwise provided, the following property will not be accepted for shipment:

Bank bills	Letters, with or without stamps affixed
Currency	Notes
Deeds	Original works of art
Drafts	Postage stamp
Explosives	Precious stones
Firearms/Ammunition	Revenue
Stamps	Jewelry, other than costume
Valuable papers of any kind	or novelty jewelry

QUOTATIONS OF ESTIMATED FREIGHT CHARGES (511)

When DLS furnishes, either orally or in writing, an estimate of freight charges, such estimates will be given based on the information given to DLS at the time of the quotation. Such estimates are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, and are not binding on either DLS or the customer. All transportation charges on a shipment will be assessed on the basis of DLS tariff provisions in effect at the time of shipment. Final charges will be assessed on “actual” description, weight, and dimensions of the freight including any accessorial charges. DLS and agents reserve the right to inspect any and all freight.

RECONSIGNMENT (250)

Any shipment being re-consigned to a consignee address other than as shown on original bill of lading must be made in writing by consignor and must include new consignee name, address, and responsible party for re-consignment charge.

Prior to loading on to delivery truck
Applicable rate will apply from shipper address to re-consigned consignee address.

After loading to original consignee - Prior to delivery
Additional charge will be calculated from DLS or Agent carriers' terminal, in possession of shipment to re-consigned consignee.

After attempted delivery to original consignee
Additional charge will be calculated from original consignee to re-consigned consignee.

REDELIVERY (260)

Any shipment requiring 2nd delivery or more for reasons other than carrier responsibility will be subject to additional charges. Re-delivery charges will be calculated at applicable rate from DLS terminal zip code in possession of shipment to consignee zip code.

RESIDENTIAL PICKUP OR DELIVERY (270)

Minimum \$120.00/\$6.99 cwt

RETURNED CHECKS (504-2)

If a check for the payment of applicable charges in connection with a shipment tendered to DLS is returned unpaid by the payer's bank and cannot be re-deposited due to insufficient funds, a closed account, or any other reason, a handling charge of \$30.00 will be assessed against the party issuing the check. This handling charge will be in addition to all other charges applicable to the shipment

SERVICE STANDARDS (510)

Unless otherwise specifically provided in individual customer tariffs or contracts, DLS offers no guarantee of pickup, transportation or delivery of any shipment by any particular schedule, and does not offer any reduction or cancellation of freight rates, or other charges, in the event of excessive or unreasonable transit times. Carrier shall not be liable for any consequential damages, which may be alleged, claimed or sought in connection with shipments, which for any reason fail to be delivered at a particular time or date.

SORTING/SEGREGATING (280)

Per shipment charge: \$ 1.75 per package or \$2.00 per cwt (whichever is greater)
Minimum charge: \$ 75.00

STORAGE (290)

Per Cwt. per day: \$ 2.63
Minimum per day: \$ 42.50

WEIGHT & INSPECTION (300)

Per shipment charge: \$25.00

WEIGHTS - GROSS WEIGHTS AND DUNNAGE (512)

Unless otherwise provided, charges shall be computed on actual gross weights, including the weight of any pallets, platforms, racks, skids or other materials constituting a shipping carrier, container or package.

DLS or its agent may reweigh shipments in its custody with certified scales, including lift truck scales, with a manufacturer's specified tolerance plus or minus 1%. If an error in the weight is determined, DLS will assess charges based on the corrected weight. Air Freight will be calculated on dimensional weight, (L x W x H - in inches, divided by 194) or the actual weight, whichever is greater.

TEMPERATURE CONTROL - REFRIGERATED/FROZEN (600)

COOLER LESS-THAN-TRUCKLOAD (LTL) SHIPMENTS (600-1)

When shipped cooler, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of 32 - 34 degrees Fahrenheit to an air temperature range of 36 - 38 degrees Fahrenheit while in transit. In no case shall DLS be responsible for maintaining an air temperature that is lower than the temperature of the commodity at the time of acceptance by DLS. DLS will only recognize temperature recording devices that record actual product temperatures.

FROZEN LESS-THAN-TRUCKLOAD (LTL) SHIPMENTS (600-2)

When shipped frozen, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of -10 - 0 degrees Fahrenheit to an air temperature range of 28 - 31 degrees Fahrenheit while in transit. In no case shall DLS be required to maintain an air temperature that is lower than the temperature of the commodity at the time of acceptance by DLS. DLS will only recognize temperature recording devices that record actual product temperatures.

MIXED SHIPMENT (600-3)

When a shipment of frozen and/or cooler commodities requiring different and distinct temperatures (or mixed temperatures) are tendered to be transported on a single conveyable unit. **MIXED SHIPMENTS WILL NOT BE ACCEPTED BY DLS.**

MULTI-TEMPERATURE LESS-THAN-TRUCKLOAD (LTL) SHIPMENTS (600-4)

When shipments of frozen and cooler commodities are tendered to be transported at the same time segregated on single separate conveyable units. The freezer portion of the shipments will be transported and maintained at an air temperature range of -10 - 0 degrees Fahrenheit while in transit, and the cooler portion will be transported and maintained at an air temperature range of 32 - 34 degrees Fahrenheit to an air temperature range of 36 - 38

degrees Fahrenheit while in transit. In no case shall DLS be responsible for maintaining an air temperature that is lower than the temperature of the commodities at the time of acceptance. DLS will only recognize temperature recording devices that record actual product temperatures.

PROTECTIVE SERVICE (600-5)

The adequate protection and preservation of perishable commodities against heat and /or cold by use of vehicles equipped with mechanical control devices. When Protective Service is requested, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of 50 - 55 degrees Fahrenheit to an air temperature range of 60 - 65 degrees Fahrenheit while in transit. In no case shall DLS be responsible for maintaining an air temperature that is lower than the temperature of the commodity at the time of acceptance by the carrier. DLS will only recognize temperature recording devices that record actual product temperatures.

TEMPERATURE CHANGE (600-6)

When DLS is requested to reduce that in-transit temperature for a Cooler, Frozen or Protective Service shipment, or to provide lower temperature than that provided in the above paragraphs, DLS will make a reasonable effort to do so, at the expense of the shipper, but in no case does DLS guarantee to reduce or provide a temperature other than that provided herein.