



Dependable Highway Express

Harbor & Intermodal Division

Rules Tariff

DPHE 101 Series 2.7

Dependable Highway Express

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1.300 Conditions of Carriage

1.300.1 Application of Tariffs

DPHE will provide transportation and related services to shippers in accordance with applicable statute and the terms of this publication, subject to the rates and fees set forth in its private tariffs. Dependable tariff rules, fees, and conditions supersede any other sources, including the bill of lading, except for those mutually agreed upon contractually in writing between Weber and its customers, as specific exceptions to these rules.

No DPHE or affiliate employee, except the Director of Harbor and Intermodal Services or an Officer of the Company, may make exception to, or invalidate, any of the conditions set forth here for common or contract carriage. Only written and properly executed agreements making such exception are valid.

1.300.2 Valuation, RVNX, Declared Value

Dependable will accept shipments for transit based upon a maximum liability as follows:

LTL/LCL	\$ 5.00/lb.
FTL	\$ 1.00/lb.
FCL	\$00.50/lb.

Further, the maximum liability for any one claim shall not exceed \$100,000.00.

Dependable is party to the National Motor Freight Classification Tariffs. Established RVNX in this publication shall be the ruling factor on all class-rated shipments.

Dependable will not accept shipments with a Declared Value above the established maximum liability. If such a shipment is inadvertently accepted, Dependable will return this shipment to origin or destination, whichever is physically closer upon discovery of the error and will not accept liability for the shipment beyond the stated maximum liability established in this publication.

1.300.3 National Motor Freight Classification

Dependable is party to the National Motor Freight Classification Tariff, and all the definitions, rules, and specifications therein, unless superseded by specific items in these Rules.

1.300.5 Weights and Inspections, Alternate Minimum Charge and Linear Foot Rule

DPHE reserves the right to weigh and inspect for classification or weight correction any container or other shipment tendered for transit. Shipments found to have inaccuracies in declared weight or declared commodity class shall be corrected, with the appropriate changes in freight charges that result. If the documentation of cargo weight results in fines, penalties, and/or costs associated with the carriage of the shipment or load, the shipper of the cargo shall be liable for all related cost and liability.

LTL and LCL shipments tendered to Dependable must meet a minimum rate per volume of standard trailer used for transport, notwithstanding any other rate structure agreed to between DPHE and the Shipper. Shipments that do not meet this standard with appropriate application of the agreed upon rates shall revert to the Alternate Minimum Charge represented by this Rule.

This standard is defined by the application of volume measurement of a shipment to determine the corresponding amount of space that it will realistically displace within a trailer. This measurement, in linear feet of space in a standard 98" wide by 102" tall trailer, is divided by 48' of trailer length to determine the percentage of trailer length filled. This same percentage is applied to the applicable FTL rate for the lane for which the shipment is consigned, to determine the Alternate Minimum Charge.

1.300.6 Terms of Payment, Past Due Invoices, "Section 7 Signed"

Invoices are due 30 days from the date of invoice. Past due invoices are subject to the following action by DPHE:

- 1) Unpaid balances will be accessed interest at a rate of 1.00% per month.
- 2) "Section 7 Signed" on a bill of lading shall not waive the rights of DPHE to collect valid freight charges in the event of default of payment by the assigned debtor.
- 3) Upon presentation to a collections agency or legal counsel for further action, invoices will be stripped of all discounts, exception rates, and any other incentives or reductions in rate. They will be payable at current tariff rates, subject to all accessorial, finance, and legal costs related to the collection of the debt.

1.300.7 Accessorial Charge Application

All accessorial charges are in addition to base freight charges. Accessorial charges are not subject to discounts. Application of an accessorial charge has no bearing on the application of an additional accessorial charge.

1.400 Ocean/Rail Drayage-Specific Services and Rates

1.400.1 US Government Exams

If a customer's container is examined by the USDA or US Customs Service, the following charges will apply:

Tail Gate Exam:

At a Dependable Location:	\$100.00
At an off-site Location:	\$150.00

U.S. Customs Team Exam (full cargo examination):

At any location:	\$150.00 (first four hours; \$70.00/hour thereafter)
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1.400.2 Per Diem and Demurrage Charges

- 1) Timely Container Pick-Up and Termination of Equipment

Sufficient notice by the customer of the availability of a container for return to the port is required to assure that the return is executed in a timely fashion.

Dependable will make every effort to meet its customers' changing needs but will not be responsible for charges of any kind because of a failure to pick up and return a container during "free" time if given insufficient notice.

Dependable will not be responsible for charges incurred in the event of port-related delays beyond DPHE control. In addition, Dependable will have 72 hours from time of notice to return said container. This excludes Holiday's and Sunday's. and if consignee empties more than 20 containers in a 24-hour period requiring bobtails, DPHE will not be responsible for any per diem on said containers.

- 2) Advancing Charges for Demurrage, Per Diem, Detention
Dependable will advance charges to make containers available after Demurrage has commenced and will assume responsibility to pay Detention/Per Diem on behalf of customers as a service, upon its sole discretion. Charges for advancing funds are governed by Section 1.500.11 of this Tariff.

1.400.3 Container Diversion or Reconsignment

When the delivery point is changed from the original instructions after the initial dispatch, a charge of **\$6.00** per mile, subject to a **\$125.00** minimum charge shall apply.

1.400.4 Waiting, Delay, Detention for Container Traffic

Dependable offers container pick-up and delivery service for each container at an agreed upon cost, which includes a specified amount of time and labor at the port and customer location. Service and time above and beyond these specified times ("free time") are subject to additional charges.

The time included for either pick up or delivery at the customer is as follows:

- 1) 1 hour (base rates up to \$350.00)
- 2) 1 hours (base rates above \$350.00)

The time included for either pick-up or delivery of loaded containers at the Port or Rail Ramp is as follows:

- 1) 1 hour (rail ramp)
- 2) 1 hours (marine terminal)

The time included or either pick-up or delivery of empty containers at the Port of Rail Ramp is as follows:

- 1) 1 hour

Time more than the specified "free" time will be accessed a charge of \$70/hour, measured in ¼ hour increments, rounded to the nearest quarter hour. Dry Runs to Port/Terminal at no fault of DHE (Cancelled Dispatch) is \$150.00 per container.

1.400.5 Scale Tickets, Bridge Tolls, Chassis Rental Charges

Upon request, DPHE will secure scale tickets to certify the weight of a loaded and/or empty container. The rate for this service is the cost of the scale ticket(s) plus \$50 per weigh stop, subject to a \$35.00 per weigh stop minimum.

Bridge tolls are required on some routes. In the case that DPHE is required to pay a toll, it will in turn be presented as an additional charge to the customer, assessed as the actual cost plus \$5.00, subject to a minimum charge of \$15.00 per round trip.

1.400.6 Refrigerated (reefer) Containers

DPHE provides refrigerated container transport, subject to an additional charge of \$175.00 per container. Split pickups and/or returns of detachable refrigeration units ("Gensets") and/or chassis equipment are subject to a charge of \$125.00 per stop. Plug in Fee for Reefer Units are \$125.00 per day.

1.400.7 Container Storage

DPHE will store containers in secure locations when not deliverable within 24 hours of the required pick-up or return date. The rate for this service is \$30.00 for non-refrigerated equipment. Running reefer containers that are stored are subject to a charge of \$100.00 per day.

1.400.8 Hazardous Material Containers

Dependable has full authority and appropriate insurance to service the transport of hazardous materials, as defined under Title 49 CFR. All container shipments containing hazardous materials are subject to an additional charge per load of \$175.00.

1.400.9 Special Equipment: Overweight, Permitted, and Oversized Loads

Special equipment is used by Dependable to safely and legally transport loads that cannot be hauled with standard equipment. The rates for the use of this equipment are in addition to standard drayage rates, and are assessed as follows:

- 1) 20' Triaxle container chassis
The rate for the use of this equipment is \$175.00 for the first calendar day of use, includes 2 free days, and \$75.00 for each subsequent calendar day, not including Sundays.
- 2) 40' Spread-axle or triaxle chassis
The rate for the use of this equipment is \$175.00 for the first two calendar days of use, followed by \$75.00 per day for each subsequent day.
- 3) Permitted Overweight loads
This service is subject to an additional surcharge of \$80.00. This charge is in addition to chassis usage charges. The service is available only within the legally allowed Overweight Zones near the port facilities at each harbor.
- 4) Flatbed service
The rate for the use of this equipment is \$275.00 for the first calendar day of use, includes 2 free days, and \$125.00 for each subsequent day.
- 5) Oversize Loads
These loads require permits, and may require special equipment, pilot cars, placards, flags, securement, and other unique services that must be quoted individually.

1.500 General Transportation Services and Rates

This section is inclusive of services beyond that of Ocean/Rail Container Traffic.

1.500.1 Same Day, Expedited, Weekend, and Holiday Service

Dependable makes every effort to provide expedited services to our customers. The availability of these services cannot be guaranteed, due to limitations in equipment and manpower availability, and DPHE makes no warranties as to the availability of these services.

When provided the rates for services provided are as follows:

Service Offered	Pick-up and Delivery Period		
	Weekdays 0600-1800 Hrs.	Saturday and After Hrs.	Sun and Holidays
Same Day Service (<500 mi)	DPHE 501 Series FTL/RR Rate	125% of T501 Rate	200% of T501 or Quote
LTL	Tariff 501 Series Rate + 25%	150% of T501 Rate	200% of T501 or Quote
FTL	200% of T501 Rate or By Quotation	200% of T501 or Quote	200% of T501 or Quote
Expedited Service (>500 mi)			

Expedited rates specified are not subject to existing customer tariffs and rate agreements; expedited services are exempted from any FTL discount granted to a customer for ordinary traffic.

“Expedited” and “Same Day” service are to be considered interchangeable terms for the purposes of this Rule, as length of haul and the initial time or pick up time may determine whether a shipment can be delivered on the same calendar day.

1.500.2 Dedicated Service

Dedicated Service is defined as the transport of goods on a sealed trailer without intermediate stops. This service is provided at 125% of the applicable truckload rate, regardless of shipment size, in addition to any other applicable accessorial services and charges.

Special activities requiring additional labor may be invoiced at an hourly rate or a “cost plus” rate, depending upon services provided.

Hourly rates are subject to a one hour minimum on weekdays, a four-hour minimum on Saturdays and After Hours, and an eight-hour minimum on Sundays and Holidays.

Service Offered	Mon-Fri	Sat and After Hrs.	Sun and Holidays
Extra Labor, P&D	40.00	60.00	75.00
Truck, Trailer, Driver	68.00	102.00	127.50

Rates quoted are straight time. All hours after 8 hours worked shall be rated at 1.5 times the applicable rate; all hours after 12 hours worked shall be rated at 2.0 times the applicable rate.

Lumper service is provided at a rate of the cost of the original invoice plus 15% of that invoice.

Additional stop charges apply to Full Truckload traffic only, and only when the consolidated load is quoted and rated in this manner prior to shipping. The rate for this service shall be \$95 + mileage charges.

1.500.3 Detention, Sort and Segregate, Waiting Time

Dependable offers pick-up and delivery service for each shipment at an agreed upon cost which includes a specified amount of time and labor at the pick-up and delivery locations. Service and time above and beyond these specified times (“free time”) are subject to additional charges.

The time included for either pick up or delivery is as follows

- LTL ½ hour
- FTL 1 hour (base rates up to \$250.00)
- FTL 2 hours (base rates above \$250.00)

No distinction is made between detention (time waiting,) “sort and segregate,” restacking or rebuilding pallets, or any other activity during which driver time was logged. All time more than the specified “free” time will be accessed a charge of \$65/hour, measured in ¼ hour increments, rounded to the nearest quarter hour.



1.500.4 Driver Unload, Extra Labor, Lumpers, Additional Stops for Truckload Traffic

Dependable will provide driver unloading services, extra labor, advance fees for lumper services, and add additional stops for truckload traffic as needed to properly service customer traffic.

Truckload (and container) rates do not include driver unloading service. This service is subject to an additional charge of \$75.00 per hour, \$150.00 minimum, and is in addition to

Driver unloading assistance is offered, with advance notice, at a rate of \$45.00 per hour, subject to a \$125.00 minimum.

Lumper service charges will be advanced at rates as noted in Section 1.500.11.

Additional stops for truckload or container load traffic are provided at \$85.00 per stop, plus \$6.00 per mile out of the shortest route to the final stop.

1.500.5 Scaling of Equipment

In the case that Dependable is required by either customer or regulation to provide a certified scale weight for either loaded or empty tractors, trailers or containers, or any combination thereof, the charge shall be \$25.00 plus scale invoice amount per scale weight ticket provided.

1.500.6 Inside Delivery or Pick Up

Inside Delivery or Pick Up is defined as transport of goods either, 1) Beyond the receiving location of a business, or 2) To any floor other than the floor to which the truck can directly access.

The charge for this service is \$68.00 per hour, subject to a \$25.00 minimum, measured in ¼ hour increments, rounded to the nearest quarter hour.

1.500.7 Hazardous Material Shipments

Dependable has full authority and appropriate insurance to service the transport of hazardous materials, as defined under Title 49 CFR. All shipments containing hazardous materials are subject to an additional charge per load of 25% of the base rate, minimum \$175.00 up to \$225.00 depending on distance from Port Location.

1.500.8 Residential Delivery or Pick Up, Trade Show Delivery or Pick Up

These services are provided solely as a courtesy to customers. DPHE makes no representation that our service in these areas meet any standard of service, due to limitations in our operational equipment and staffing, and the special challenges and expertise required to execute a high level of service in these special circumstances.

When provided, these services are neither guaranteed nor priced competitively. Rates for service provided are as follows:

Residential Delivery or Pick-Up: \$4.00/CWT,
Subject to minimums as follows:

LTL: Intrastate: \$75.00, Interstate \$125.00
FCL: \$300.00

Trade Show Delivery or Pick-Up: \$10.00/CWT, subject to a \$300.00 minimum.

These rates are in additional to all other applicable rates.

1.500.9 Chilled, Heated, Frozen, or Temperature Protect Service

Reefer units (non-container) transportation service will be provided at rates as follows:

Chilled, Heated, or Temperature Protect

Local California Standard freight charge + 10%
Intrastate (other) Standard freight charge + 20%
Interstate Truckload + 10%

Frozen Service

Intrastate Truckload + 20%
Interstate Truckload + 20%

Liability for goods damaged because of failure to protect shipments from change in shipment temperature shall be limited to \$1.00/lb.

1.500.10 Trailer Drop Detention Charges

When a trailer is dropped at a non-DPHE location at the request of the customer, and the trailer is not available for pick up within 1 business day, the following detention charge shall apply:

Equipment Type	Daily Rate	Additional Charges
Standard Dry Van	\$ 50.00	
Liftgate Unit	\$ 100.00	
Reefer Unit	\$ 125.00	\$3.00/Reefer Hour

1.500.11 Advancing 3rd Party Charges, Payments Made by Carrier on Behalf of Customer

Dependable will, upon authorization of the customer and the discretion of DPHE, advance funds to 3rd parties on the behalf of that customer. Costs required to expedite the carriage of goods, such as forklift charges, demurrage, permit fees, Pier Pass fees, chassis lease fees, etc. will be paid by DPHE and invoiced back to the customer along with a surcharge for this service.

The total charge for this service shall be Invoice Cost + 10% surcharge, with a minimum surcharge of \$25.00, except for chassis rental fees, which shall be subject to a surcharge of \$5.00 per use regardless of length, and per diem (steamship line "detention" billing) which shall be subject to a 10% surcharge, with a minimum of \$25.00.

1.500.12 Shipments Tendered on a COD Basis

For shipments tendered on a COD basis, that is, shipped under the condition that Dependable collect funds upon delivery that shall be returned to the Shipper, the charge for this service is \$25.00 + 2% of the amount of the funds collected, subject to a maximum fee of \$100.00.

As a condition of providing this service, Shipper shall indemnify Dependable from liability for any loss resultant in the forgery of a negotiable instrument, or for non-sufficient funds, closed account, or any other defect that cannot be reasonably expected to be identified by a Dependable employee.

Dependable's liability under any circumstances for loss while collecting or transmitting COD funds shall be limited to \$10,000 per shipment, inclusive of COD, COD fees, and collect freight charges.

1.500.13 Temperature Recorder Placement

The placement of customer-supplied temperature recorders on pallets shall be provided for a fee of \$25.00 per load.

1.500.14 On Hand, Refused, Returned, Reconsigned, or Diverted Shipments

Shipments that are undeliverable as tendered shall be held for disposition, pending the written instructions of the Shipper. Cancellation fee of \$35.00 applies for cancelled in process DO's.

These shipments shall be placed "On Hand" and the Shipper shall be immediately contacted for disposition. Dependable shall hold LTL shipments without additional charge for 3 business days. Upon the 4th business day, and each day thereafter, the Shipper shall be liable for storage charges, at a rate of \$7.00 per day per pallet, subject to a \$10.00 per day minimum charge. Stop off fees and diversion fees may apply accordingly.

Shipments that are routed to be returned to the shipper shall be subject to a charge equal to the original freight charges, in addition to those original charges.

Shipments that are re-consigned or diverted after transit shall be rated as a new shipment, applying the destination shipping hub in which the shipment terminated as the new origin. This shall be in addition to the original freight charges.

Shipments that are re-consigned or diverted before transit from the origin shipping hub shall be re-rated, applying the new destination. The original freight charges shall reduce to a \$25.00 administrative and handling charge for the reconsignment.

Full truckload (FTL) or Full Container load (FCL) shipments shall be subject to storage charges after 24 hours. This charge shall be assessed at \$75.00 per day, \$45.00 per day for Intermodal Containers for Harbor Division.

1.500.15 Temperature Recorder Placement

Dependable will install portable temperature recorders on shipments transported under temperature controlled conditions for a fee of \$25 per placement. This charge is exclusive of any cost related to the procurement of the instruments used.

1.500.16 Special Freight-handling Equipment

All transportation rates included the use of standard freight handling and transport equipment. Base rates are exclusive of any special equipment that must be supplied to complete delivery or pick up. Unless otherwise quoted, special equipment use will be charged at a rate of 150% plus special equipment fees of the original Invoice(s), including all delivery, pick-up, handling, fuel, operating labor, and any other related fees, permits, or charges.

1.500.17 Transloading, Crossdocking, and Related Services

Handling rates for crossdocking and other handling services are normally offered at a contractual rate based upon the evaluation of the unique needs of the services rendered.

In the absence of such an agreement, hourly labor charges will apply, as follows: \$35.00 per man per hour; \$25.00 per hour per forklift or related freight handling equipment; stretch wrapping service supplied at a rate of \$7.00 per pallet.

Pallets will be provided at a rate per pallet as follows:

Cost plus 15%

1.500.18 Bobtails

0-5 Miles	No Charge
5-10 Miles	\$ 50.00
10-20 Miles	\$ 75.00
20-50 Miles	\$100.00
50 Miles or more	\$250.00

1.600 Administrative Services and Rates

1.600.1 Change in Terms of Freight Charge Assignment

Customer requests to change the terms of the freight charges on a bill of lading will be subject to a fee of \$15.00.

1.600.2 Consolidation Fee

Multiple shipments from a single shipper to a single consignee tendered on multiple bills of lading may be consolidated into a single shipment, enjoying a single document and a consolidated rate for transit. This service is provided, upon prior notice only, at a fee of \$6.00 per bill of lading.

1.600.3 POD, BOL, and other Shipping Document Requests

Initial requests for copies of shipping documents shall be granted at no additional fee. 2nd and subsequent requests shall be subject to a \$5.00 charge per document generated.

1.600.4 Clerical Hourly Services

Clerical and Administrative services beyond the scope of normal business shall be provided at the discretion of Dependable at the following rates:

Service Offered	Mon-Fri	Sat and After Hrs.	Sun and Holidays
Clerical	30.00	37.50	46.88