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April 9, 2013

D&G Transportation, Inc.

MC# 193805

TARIFF DNGP 100

Motor Carrier

**Rules and Regulations
&
Accessorial Charges**

**Applying on Local, Long Distance and Joint Traffic
For
Intrastate, Interstate, and Foreign Commerce**

Customer Initials _____
D&G Initials _____

D&G TRANSPORTATION, INC.

**RULES AND REGULATIONS
&
ACCESSORIAL CHARGES**

TARIFF DNGP 100

These rules and regulations and accessorial charges contained herein apply on all freight tendered to D&G Transportation, Inc. (Carrier) unless otherwise stated in writing and found within individual customer contracts. These provisions apply on all equipment and services provided by Carrier once freight is tendered by the customer and accepted for transport by Carrier.

These rules and regulations support the efficient pickup and delivery of freight. Every reasonable effort will be made to communicate with either consignors or consignees when delays may result in additional charges but failure to do so does not exclude assessment of all applicable charges.

Please note that these provisions may be revised as changes in operational and economic conditions occur in the market. All terms of service and fees contained in an individual customers' tariff or contract in effect at time of shipment shall take precedence over any inconsistent terms or fees set forth in this tariff.

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ITEM 110 IMPRACTICAL OPERATIONS:

Carrier shall not be liable for any failure to perform its service or for loss, damage or delay to any of the goods described in the bill of lading when such is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, inadequate or unsafe loading and unloading facilities, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond carrier's control.

ITEM 120 HAZARDOUS MATERIALS:

Carrier is not authorized by the Department of Transportation to transport hazardous materials (HAZMAT). If Carrier inadvertently accepts a HAZMAT shipment, whether tendered as hazardous or not, all liability and cost associated with returning the shipment, taking the shipment to safe storage, or interlining the shipment with an authorized HAZMAT carrier shall be assumed by the agent that tendered the shipment.

ITEM 130 DRIVER ASSIST (LOADING/UNLOADING) CHARGES:

Charges of **\$50 per hour** subject to a minimum charge of **\$100.00** will be assessed when Carrier, or its agent, performs the loading or unloading of any product from carrier's trailer, including the tailgating of product.

ITEM 140 DETENTION CHARGES – TRUCKS:

Carrier will proactively communicate with shipper and consignee as loading and unloading delays are encountered. This item applies when driver and equipment are delayed through no fault of the carrier, on the premises of the consignor, consignee, or other location as designated by them.

- 1) **Free time for loading or unloading will be (2) hours** based upon Carrier's time of arrival at origin or destination.
- 2) Free time will commence at specific appointment time provided Carrier is available at that time for the purpose of loading or unloading. If driver arrives after appointment, no detention charges will be assessed for that specific shipment.
- 3) If no specific pickup or delivery time has been established, free time will commence at the time Carrier notifies the consignor or consignee of its availability to begin loading or unloading.

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- 4) Upon the expiration of free time, detention will be assessed at a **rate of \$50 per hour or fraction thereof. Maximum daily detention will be \$500 per 24-hour period.**

ITEM 150 DETENTION CHARGES - TRAILERS:

Carrier will enter into specific arrangements with a consignor or consignee for placement of trailers at a specified location for loading and unloading purposes at customer's convenience. Carrier will drop trailers at its earliest convenience in a designated location as instructed by the customer. Free time of three (3) calendar days starting with the day trailer is delivered (but excluding the first weekend), will be allowed for loading or unloading purposes. After the expiration of free time, the **daily charge per spotted trailer will be \$50 per calendar day.**

ITEM 160 CLAIMS:

All claims for transit damage to product on shipments handled by Carrier are subject to a **minimum claim amount of \$100 per shipment.** Claims for amounts less than \$100 per shipment will be automatically disallowed by Carrier. **Loss and damage** claims must be filed with Carrier in writing within nine (9) months from date of delivery. In the case of non-delivery, such claims must be filed within nine (9) months from the date delivery was scheduled to occur. Any civil action for loss of or damage to goods in transit must be brought within two years after disallowance of the claim by Carrier as provided in 49 U.S.C. 14706(e). Carrier must be notified within (15) days of delivery date of any exceptions not noted on the bill of lading or delivery receipt. **Overcharge and duplicate payment** claims must be filed in writing and submitted to the Carrier within (180) days from date of the original freight bill.

ITEM 170 SHIPPER LOAD AND COUNT:

When shipments are loaded by consignor and a seal is affixed without Carrier's driver present to confirm count, freight will be considered to be tendered to Carrier as Shipper Load and Count (SL&C). On such shipments, carrier shall not be liable for overages, shortages, or damages. Carrier will not be responsible for shortages or overages on any unsealed shipment where the freight is banded, strapped, netted, shrink-wrapped or otherwise secured to pallets, skids, bins, or platforms preventing an accurate piece count. Carrier will only be responsible for the number of pallets, skids, bins, or platforms on such.

ITEM 180 DIVERSIONS AND RECONSIGNMENT:

Upon written or electronically submitted request of the party responsible for

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payment of freight charges (consignee or consignor), Carrier will, with reasonable dispatch, redeliver any shipment subject to **charges of \$250 plus \$1.50 per mile** as calculated from the original destination address to point of ultimate shipment delivery. Whenever redelivery is not possible for any reason, Carrier agrees to work with consignor or agent to arrange for redelivery by a regional service provider. These charges are in addition to initial freight charges based upon shipment origin and destination as shown on the original bill of lading.

ITEM 190 RETURNED, REFUSED AND UNDELIVERED SHIPMENTS:

If for any reason beyond Carrier's control, shipments are refused or not unloaded at destination after tendering freight to the consignee, Carrier will await new delivery instructions in writing or electronically submitted from the consignor or consignee. Additional charges will be assessed at a rate of **\$1.50 per mile subject to a minimum charge of \$250 plus all applicable detention charges**. All mileages are calculated from original delivery point to ultimate delivery address as instructed by consignor or the consignee based upon Carrier's applicable mileage tariff.

ITEM 200 DEBTOR OFFSETS:

Debtor shall not have the right to withhold or offset the payment of charges to carrier for any reason, including but not limited to claims for lost or damaged goods.

ITEM 210 SCALING - REWEIGHING FEES:

When Carrier is requested to scale prior to loading, after loading or when unloading, a minimum fee of **\$50 per scale** will be billed to the requesting party. .

ITEM 220 STORAGE:

Per written or electronically submitted instructions from the consignor or consignee, a loaded trailer will be placed in storage, subject to the following terms and conditions:

- 1) A charge of **\$75 per trailer per calendar day for each loaded trailer** held at destination or at Carrier terminal will apply starting with the first calendar day following attempted delivery.
- 2) Carrier's liability will become that of a common warehouseman without liability for the cargo once trailer is placed into storage status. During storage, Carrier will not be responsible for safeguarding shipment unless said trailer is detained at Carrier's facilities.

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- 3) If disposition instructions are not furnished by consignor or consignee within four (4) hours of arrival at destination, it shall be Carrier's option to place shipment in public warehouse at owner's expense. Additional charges of **\$1.50 per mile** from the original billed destination to the city where the warehouse is located will be assessed in addition to all other applicable charges, subject to a **minimum charge of \$250**.

ITEM 230 VEHICLES FURNISHED BUT NOT USED (TL):

When Carrier is requested to dispatch a vehicle to a point of origin designated by the consignor, consignee, or other designated party, and such vehicle is furnished but is not used due to no fault of the Carrier, a charge of **\$1.50 per mile**, subject to a **minimum charge of \$250**, will apply for the actual distance traveled from Carrier's original point of dispatch to the designated point of origin.

ITEM 240 VEHICLE FURNISHED BUT NOT USED (LTL):

When an LTL order is tendered to Carrier and canceled without advanced notice (**Outbound: before 3pm Wednesday for West; For Midwest, South and East, 3pm Thursday. Inbound: within 24 hrs of agreed-upon loading time**), a charge equal to the base rate for the shipment less fuel surcharge will apply.

ITEM 250 WEIGHTS – MAXIMUM AND EXCESS:

Shipments will not be accepted when the weight of such shipment in conjunction with the weight of the load carrying equipment exceeds the legal gross weight allowed by any state within or through which service is requested.

- 1) When Carrier's vehicle has been loaded beyond its legal capacity and it is necessary to unload, reload or otherwise re-handle a shipment or any portion thereof to make it legal for highway transportation and, after Carrier has left original shipping point, the consignor shall be responsible for **additional charges of \$250 per shipment plus all applicable overweight fines** assessed against the Carrier or Carrier's driver until corrected.
- 2) When a shipment is found to be in excess of 10% over the gross weight as stated on the BOLs, Carrier will not be held responsible for product shortages or charges associated with delivery of the entire order.

ITEM 260 VEHICLE LAYOVER:

In the event the consignor is unable to load or consignee is unable to unload a shipment during usual and customary receiving hours through no fault of the Carrier and, as a result, Carrier is required to layover, charges will be assessed for

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every calendar day or fraction thereof until shipment is tendered or delivered at final destination at the following charges:

Single Driver: \$500 per calendar day
Team Service: \$1000 per calendar day

ITEM 270 MILEAGE GOVERNING PUBLICATIONS:

Unless otherwise agreed to in writing, all mileages will be determined utilizing the most current version of Household Goods Bureau Mileage Guide as defined in **ALK Associates PC Miler “practical route” miles.**

ITEM 280 FUEL SURCHARGE:

Except as otherwise provided, all contracts and rate schedules applicable to line haul rates are subject to a fuel surcharge as provided under provisions contained in the mutually agreed upon fuel surcharge table.

ITEM 290 COLLECT ON DELIVERY (COD):

Carrier does not accept shipments tendered as Collect on Delivery (COD). If Carrier is inadvertently tendered a shipment that is labeled as COD, Carrier shall not be responsible or held liable for the collection of any funds for the consignor or agent relating to the COD shipment.

ITEM 300 BLIND SHIPMENTS:

All shipments tendered for delivery to a third party not identified on the bill of lading for a consignor or a consignee at time of dispatch are considered “**Blind Shipments**” and are subject to additional charges of **\$25 per destination.**

ITEM 310 SERVICE LIMITATIONS:

Service for all LTL shipments provides for delivery within a twenty-four (24) hour window of due date as listed on orders when tendered to Carrier.

- 1) Expedited and time-sensitive pickup and delivery service is available from Carrier. Any expedited service request must be received in writing or electronically prior to dispatch. Carrier will assess additional charges to be determined at time of acceptance in addition to all applicable line haul rates and charges.
- 2) Carrier will not be held liable for any shipment that requires exceeding parameters or compromising in any way the integrity of product with respect to provisions listed in the Food Safety Modernization Act of 2010.

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ITEM 320 CONSIGNEE-GENERATED FEES AND BACK CHARGES:

All accessorial fees including but not limited to appointment scheduling and/or rescheduling relative to Carrier arrival times are the responsibility of the consignor. Carrier will make best effort to communicate all delays in advance. Carrier will not be responsible for any delivery charges or fees assessed by a consignee or receiver when delays result from no fault of Carrier.

ITEM 330 LUMPER CHARGES:

All fees for lumper service at destination are the responsibility of the consignor unless assumed by consignee. Carrier will make best effort to notify the consignor as soon as possible of such request for lumper service.

ITEM 340 LIABILITY FOR FREIGHT CHARGES:

The party designated on the original bill of lading shall be responsible for payment of all applicable freight charges including line haul rates plus all additional accessorial charges that apply based on actual services provided by Carrier in the pickup and delivery of said shipment. The consignor shall remain liable for all freight charges even if another party is responsible for them, and Carrier shall have recourse against the consignor unless the consignor's representative signs a statement on the face of the bill of lading which directs the Carrier not to make delivery of the shipment described in the bill of lading without payment of freight and all other lawful charges. In the case of a shipment designated as "prepaid" on the bill of lading, the consignee by accepting delivery of the shipment shall remain liable of Carrier's freight charges and Carrier shall have recourse against the consignee unless the consignee notifies Carrier in a written or electronic communication received by Carrier prior to the time of delivery that the consignee shall not be liable for Carrier's freight charges.

ITEM 350 CARGO LIABILITY:

Unless otherwise agreed in writing, Carrier's liability for loss of or damage to all or any part of a shipment is **limited to a maximum of \$7.00/pound.**

- 1) Consignor, consignee, or a third party must provide Carrier with written notification prior to the Carrier's acceptance of any tender for any shipment having a declared valuation greater than the carrier's standard release valuation of \$7.00 per pound and must obtain a written acknowledgement from Carrier of acceptance of said shipment or the Carrier's standard release valuation applies.

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- 2) Consignor, consignee, or a third party may extend Carrier's liability for loss and/or damage to any shipment beyond \$7.00/pound by requesting in writing or electronically submitted to Carrier requesting excess cargo liability coverage prior to the time shipment is tendered to Carrier for transport, and agreeing to pay such additional freight charges as are due Carrier for assuming the additional liability.

ITEM 360 CREDIT TERMS:

All charges must be paid **within thirty (days) from the date of delivery** of the shipment. If payment is not received on time, Carrier may charge \$35.00 per invoice subject to additional charges equal to 1.5% per month or fraction thereof, of any unpaid balance.

ITEM 370 MINIMUM CHARGE PER SHIPMENT:

Except as otherwise provided, all provisions, rates, charges, tariffs and contracts referencing this tariff will be subject to a **per shipment minimum charge of \$250.00.**

ITEM 380 PROOF OF DELIVERY:

Per request of the consignee, consignor or 3rd party, Carrier will furnish copy of signed delivery bill of lading or other document for an **administrative fee of \$25 per occurrence.**

ITEM 390 PALLET EXCHANGE:

Unless otherwise agreed in writing, shipments requiring pallet exchange are subject to an **additional charge of \$7 per pallet.** Consignors requiring pallet exchange must allow Carrier to bank pallets and provide a 60-day window from date of shipment for Carrier to reconcile and, if necessary, reimburse for pallets on account.

ITEM 400 BILL OF LADING:

A shipping receipt, bill of lading or comparable document must be issued for each shipment but the absence or loss of such document shall not relieve either party of its obligations or responsibilities. The terms of Carrier's standard bill of lading (see Exhibit A) shall supersede and take precedence over any pre-printed or standardized language contained in a bill of lading document used by a shipper or consignee.

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ITEM 410 PACKAGING AND LOADING/UNLOADING OF PRODUCT:

All orders must be set up on 40” x 48” Grade “A” GMA pallets and must not exceed 98” in height. Shipper or shipper’s agent must tender freight for transportation packaged, labeled and loaded in an appropriate manner acceptable to the Carrier for the mode of transportation. Label information must include consignee name, city and state. Carrier reserves the right to reject or refuse the tender of any shipment that, in the judgment of the Carrier, is packaged, labeled or loaded in such a manner that the shipment cannot be transported safely from origin to destination and delivered in a timely and in damage-free condition. Carrier shall not be liable for any damage caused by defective packaging, labeling and evidence of unsafe loading or unloading of freight.

ITEM 420 EXTRAORDINARY EXPENSES:

As may be required with shipments in-transit by Federal, State, or Municipal regulations and law or for specific requests per the instructions of the consignor or consignee, all extraordinary expenses such as special permits, tolls, fees, phone calls, etc. will be billed as additional expenses and are the responsibility of the party paying for all standard line haul rates and charges.

ITEM 430 LEGAL AND BINDING RATE:

Only specific rate schedules published for the benefit of individual customers apply on freight tendered by consignor and accepted by the Carrier. Rates applying on shipments not covered by Carrier’s issued rate schedules but verbally agreed to by party tendering freight to the Carrier shall be legal and binding upon both parties. Carrier reserves the right to request that these rates be confirmed in writing or electronically submitted before dispatching trucks to pickup freight.

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