



# **RULES AND CONDITIONS OF SERVICE**

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## **APPLICATION OF RATES**

Except as otherwise provided, discounts do not apply to shipments when billed to a third party.

## **APPOINTMENT DELIVERIES**

Less than truckload shipments requiring delivery appointments or notification prior to delivery will be assessed a charge of \$25.00 which will be in addition to all other lawful charges.

## **BLIND SHIPMENTS**

A blind shipment is one wherein the shipper is not aware of the actual consignee and the carrier is instructed by the requester of such service to not reveal to shipper the actual consignee.

Requester must provide carrier with written authority and/or a corrected bill of lading with desired change prior to carrier providing pick up service.

Carrier must be satisfied that requester has legal authority to divert shipment from original destination.

A charge of \$25.00 will apply in addition to all other charges.

If carrier inadvertently accepts shipment and requester fails to provide written diversion authority, the shipment will then be handled pursuant to Section "Reconsignment or Diversion".

## **CLASS RATE APPLICATION**

In the absence of a specifically stated base class rate publication within this publication or other pricing agreements or customer contracts, CZARLITE May 2005 series will provide base class rates. Any shipment in excess of 28 linear feet and/or 20,000 pounds requires a volume or truckload quote.

## **COLLECT ON DELIVERY SHIPMENTS (C.O.D.'S)**

Cheeseman does not accept C.O.D. shipments for transportation. If Cheeseman inadvertently accepts a C.O.D. shipment, the following provisions shall apply:

1. Cheeseman will collect only a Certified Check made payable to the consignor for the amount shown on the bill of lading.
2. The charge for collecting and remitting each C.O.D. charge will be payable by the consignee unless the shipper authorizes on the bill of lading the charge to be prepaid.
3. If, for any reason, C.O.D. payment is refused by the consignee, Cheeseman is responsible only for the disposition of the shipment in accordance to the bill of lading contract.
4. Any freight charges due Cheeseman must be paid separately and are not to be included in the check made payable to the shipper for the C.O.D.
5. A charge of \$20 per shipment will be made for increasing, decreasing or canceling the C.O.D. amount after the shipment has been made.
6. The charge for collecting and remitting C.O.D.'s shall be \$50.00 per shipment.

## **CORRECTED BILLS OF LADING**

Cheeseman will accept corrected bills of lading subject to the following conditions:

1. Corrected bills of lading to change the freight terms from prepaid to collect or third party will be accepted only for a period of 30 days after date of the original shipment. See Notes A, B and D.
2. Corrected bills of lading to change the freight terms from prepaid to collect will NOT be accepted if Section 7 (Non-Recourse Clause) of the corrected bill of lading has been signed by the consignor.
3. Corrected bills of lading to change the freight terms from collect to prepaid will be accepted only for a period of 90 days after date of the original shipment. See Notes A, B and D.
4. Corrected bills of lading issued when changing either the weight or commodity description of the original bill of lading, MUST be accompanied by documentation to support such changes. See Note C.
5. Corrected bills of lading issued when changing the number of articles shipped, MUST be accompanied by documentation to support such changes.
6. Corrected bills of lading issued when changing the consignee or destination of shipment are subject to the provisions of Section "Reconsignment or Diversion".

*NOTE A* - Reversal of charges will not be accepted once payment has been received.

*NOTE B* - Must state that debtor has agreed to accept responsibility for charges.

*NOTE C* - Copy of invoice or descriptive literature is acceptable.

*NOTE D* - The charge for changing the payment terms or party responsible for payment of a freight bill shall be \$10.00

## **DETENTION - VEHICLES WITH POWER**

This item applies when Cheeseman's trailers with tractors or power units are delayed or detained (through no fault of Cheeseman) either on the premises of the shipper or consignee or as close thereto as conditions will permit.

Free time begins when an Cheeseman driver notifies a representative of the shipper or consignee of the arrival of the trailer or loading or unloading. Time will end on the completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt.

Unless the shipper or the consignee stamps or marks either the bill of lading or delivery receipt with the time of arrival and departure, Cheeseman's records will be use in the determination of detention time.

Charges for detention will be determined as found in Section "Waiting Time" published herein.

## **DETENTION - VEHICLES WITHOUT POWER**

This item applies where Cheeseman vehicles without power units are delayed or detained on the premises of the consignor, consignee or on other premises designated by them, subject to the following provisions:

### **Section I - General Provisions:**

- 1) Cheeseman's responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by Cheeseman.
- 2) Cheeseman's responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on a site designated by the consignee.
- 3) Free time for each vehicle will be as provided in Section II. After the expiration of free time, charges will be assessed as provided in Section III.
- 4) The detention charges due to Cheeseman will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading.

### **Section II - computation of Free time:**

- 1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading, starting at midnight the day spotted. Saturdays, Sundays, and Holidays are excluded.

### **Section III - Charges:**

- 1) After the expiration of free time as noted in Section II of this item, charges for detaining a trailer will be assessed at the rate of \$50.00 per day, or fraction thereof.

## **EXCLUSIVE USE OF VEHICLE**

Upon written request, or when requested on the bill of lading at the time of shipment, Cheeseman will provide "exclusive use" of a vehicle. The charge for this service shall be \$2.00 per loaded mile, which shall be in addition to any other applicable charges. Cheeseman will consider requests not to break the seal applied. In the event a seal must be broken, Cheeseman will immediately reseal or re-lock the trailer and will note the new seal number and the reason for breaking the original seal on the accompanying papers.

Charges for exclusive use service are to be paid or guaranteed by the requesting party and Section Seven (Non-Recourse Clause) of the bill of lading may not be executed.

## **EXCESS CLASS OR LENGTH**

<b>Linear Feet of Trailer</b>	<b>Minimum Weight</b>
0 to 2	actual weight
3 to 4	2,000 pounds
5 to 8	5,000 pounds
9 to 12	10,000 pounds
13 to 18	15,000 pounds
19 to 22	19,000 pounds

Any shipment over 28 linear feet and/or over 20,000 pounds requires a volume or truckload quote. Note: Fractions of a foot or more will be increased to the next whole foot.

## **EXPEDITED SERVICE**

Expedited service is available upon request. Please contact your local representative for additional information.

## **GENERAL APPLICATION**

This schedule explains Cheeseman's additional services as well as the rules and conditions of service which may apply on shipments moving under other publications, pricing agreements, or individual customer contracts. Any exceptions to items in this publication will be noted in specific customer pricing agreements that may apply for that specific customer.

## **GENERAL INFORMATION - SERVICE AND COVERAGE**

Cheeseman maintains for the information of all shippers, a Distribution Map and Service Guide which indicates the areas serviced by Cheeseman, and a listing of service days from and to certain states.

The service days are listed for informational purposes only and are intended to provide a guideline for transit times between given states.

## **GENERAL INFORMATION - FREIGHT CHARGES OR QUOTES**

Cheeseman does provide freight quotes or estimates to customers upon request. Such quotes or estimates will be based on information provided by the customer, at the time the quote or estimate was prepared. If the information given at the time of quote or estimate differs, or if the shipper tenders such shipments in a manner different from that information on which the quote or estimate is given, (i.e. zip codes, weight, commodity descriptions, linear feet occupied, double stacking, etc.), then the quote or estimate is null and void and charges will be based upon the applicable tariff provisions.

Cheeseman will not provide freight charges to anyone other than the shipper, consignor, consignee or other party paying the freight bill.

Agents, drivers, or other employees, other than company officers, are not authorized to agree to rates, areas of coverage, or terms of service. The signature on a bill of lading only acknowledges receipt of the goods.

## **GOVERNING PUBLICATIONS**

This schedule is governed, except as otherwise provided herein, by the following schedules and by supplements thereto or successive reissues thereof:

National Motor Freight Classification - NMFC100 or reissues thereof  
National Five Digit Zip Code Directory  
Rand McNally 19 Household Goods

## **HAZARDOUS MATERIAL**

If a truckload shipment includes hazardous material, then a charge of 10% of the freight rate with a \$50.00 minimum fee will apply in addition to all other charges.

## **IMPORT OR EXPORT SHIPMENTS - CANADIAN BORDER**

Shipments must be accompanied by all paper necessary to comply with the requirements of Governmental authorities. Cheeseman will in no way be responsible for delays to the goods Transported nor for goods held by any government for any reason whatsoever.

A Border Processing Fee of \$50.00 shall be applied to any shipment, in additional to all other charges.

## **INSIDE DELIVERY**

If a Cheeseman driver is required to make an inside delivery, then a charge of \$4.50 CWT with a \$200.00 minimum fee will apply in addition to all other charges.

## **LAYOVER**

In the event that carrier's equipment is required for an overnight layover for the purpose of loading or unloading, the charge will be \$400.00 in addition to all other charges.

## **LIABILITY LIMITATION - DELAY**

Cheeseman is not bound to transport property by any particular schedule, or in time for any particular market, or in any manner other than with reasonable dispatch.

Cheeseman will not be liable in any event for any special, incidental or consequential damages, including but not limited to any loss of profits or income, the cost of substituted service or plant downtime of any nature whether or not Cheeseman had knowledge that such damages might be incurred.

## **LIFTGATE**

Shipments requiring liftgate equipment will be charged \$2.50 CWT with a \$150.00 minimum fee in addition to all other charges.

**LIMITS OF LIABILITY - CARGO LOSS OR DAMAGE 49 U.S.C. 14706 (c) (1) (A) and (B)**

In the absence of a written agreement, Cheeseman's liability for cargo loss or damage shall be limited to a maximum of \$10 per pound per package. Shipments with valuation in excess of \$10.00 per pound, per package, shall not be accepted for transportation. If any shipment in excess of this limitation is inadvertently accepted, carriers liability for cargo loss or damage shall be limited to the amounts specified in this paragraph.

Cheeseman shall not be liable for any provision made part of any bill of lading contract executed by carriers driver without prior notification and any shipment inadvertently accepted shall be deemed to have been released to carrier at the valuation limitation indicated in paragraph one of this item.

Unless otherwise agreed upon in writing, shipments moving under the provisions of "spot quotes" or "individually agreed rates"; shall be subject to liability limitations for loss or damage. Carrier's liability shall not exceed \$5.00 per pound, per package; computed on the total weight of the lost or damaged shipment.

**LOADING AND UNLOADING**

Rates named in Cheeseman's tariffs apply only when the shipper loads the goods onto carriers equipment and the consignee unloads the goods from the carriers equipment.

If Cheeseman's drivers are required to assist in loading or unloading, either by counting articles, or utilizing mechanical equipment provided by either the shipper or consignee to perform loading or unloading, an additional charge of \$75.00 per man hour, or portion thereof shall apply, in addition to all other charges.

**LOSS AND DAMAGE CLAIMS**

The processing and handling of claims for loss and damage shall be subject to and governed by the regulations in 49 C.F.R 1008.

**MARKING OR TAGGING FREIGHT**

Changing Markings or Tags  
(Exception to NMFC Item 580)

The provisions of NMFC Item 580 will apply, however, Cheeseman will, at the request of the shipper or consignee, change or alter, according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

\$1.00 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$10.00 per shipment.

All charges accruing under the provisions of this item must either be paid by the party requesting the service or guaranteed to the satisfaction of Cheeseman before the service will be performed.

**MAXIMUM CHARGE**

The charge for a shipment of any weight shall not exceed the charge for a shipment of a greater weight of the same commodity from and to the same points.

**MINIMUM CHARGE**

Unless otherwise contracted, all less than truckload shipments are subject to a minimum charge of \$100.00.

**MISCELLANEOUS ACCESSORIAL CHARGE**

Accessorial services performed by Cheeseman not specifically named in the tariff will be based upon the actual cost incurred of such contracted service plus an administrative charge of \$25.00. Charges will be billed to the party authorizing such service.

**OVERCHARGES, DUPLICATE PAYMENT OR OVERCOLLECTION CLAIMS**

The process and handling of overcharge, duplicate payment and overcollection claims shall be subject to and governed by the regulations in 49 C.F.R 1008

**OVERSIZE SHIPMENTS**

Shipments in excess of the legal limits of 13-1/2 feet high, 8-1/2 feet wide, 80,000 pounds gross vehicle weight, and/or 65 feet long will be billed at:

\$1.60 per round trip mile from Ft. Recovery, Ohio to Ft. Recovery, Ohio

\$650.00 minimum charge

Detention subject to rules and conditions for waiting time and layover

Permit fees, escort fees and route evaluations are extra and billed at actual cost plus 10% for administrative requirements.

**PAYMENT PROVISIONS - LOSS OF DISCOUNT**

Upon approval of extension of credit, the terms shall be for 15 calendar days from the date of billing on prepaid shipment and 15 calendar days after delivery on collect shipments.

When a properly rated freight bill remains unpaid after a period of 90 calendar days, Cheeseman may forward such bill (or bills) to an outside collection agency for collection purposes. At the time of such forwarding to an outside agency, any discounts which had been extended on the original freight bill (or bills) will be revoked and such collection agency will collect the gross amount of such original freight bill (or bills). The gross amount shall be the freight charges without application of discounts, or any other allowances.

Cheeseman may also refuse to deliver and retain possession of other goods belonging to the debtor which come into possession of Cheeseman if at any time the shipment consignor, consignee, or other third party involved in the movement had failed to pay freight charges for any other property previously transported by Cheeseman for such debtor.

## **PICKUP OR DELIVERY SERVICE**

The rates named herein include pickup and delivery service at all places within the limits of the cities, towns, villages or other points from, to or between which the rates apply.

Under the rules of this tariff, normal delivery means the service performed by Cheeseman, or its agent, is transporting freight from a platform, doorway or receiving area at a place of business to the same.

## **PRIORITY OF RATES AND CHARGES**

When a shipper, consignee, or a third party, each has a negotiated discount, commodity rate, contract rate, or allowance, those provisions applicable to the payer of the freight charges prevail, regardless of whether or not the total charges are higher, lower or unchanged from those that might result in provisions applicable to a nonpaying party where applied.

## **RECONSIGNMENT OR DIVERSION**

### **CONDITIONS:**

- 1) Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- 2) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- 3) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- 4) Only entire shipments, not portions of shipments may be reconsigned.
- 5) An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
- 6) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.

## Prior To Tender Of Delivery

<u>Service Requested</u>	<u>Charges</u>
Change in name of Consignee or Consignor	\$15.00 Per Shipment
Change in Place of delivery at Destination	\$15.00 Per Shipment (See Note A)
Change in Destination	(See Note B)

## After Tender Of Delivery

<u>Service Requested</u>	<u>Charges</u>
Change in name of Consignee or Consignor	\$15.00 Per Shipment
Change in Place of delivery at Destination	\$3.00 Per CWT \$30.00 Minimum \$200.00 Maximum (See Note A)
Change in destination	(See Note C)

*NOTE A* - When a request is received to reconsign a shipment to another site within the same continuous plant property, not intersected by more than one public thoroughfare and the request is received prior to tender of delivery, a reconsignment charge of \$15.00 per shipment will be assessed. If the request is made after tender of delivery, a reconsignment charge of \$20.00 will be assessed.

*NOTE B* - If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal prior to the shipment leaving that terminal, the charge will be \$25.00 per shipment, in addition to the applicable tariff rate from the point of origin to the new destination.

*NOTE C* - Charges will be the published tariff rate to or from the reconsignment point, but not less than the published through rate from original point of origin to ultimate destination.

## REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier, the delivery cannot be accomplished, the shipper will be notified and no further attempt to deliver the shipment will be made except upon request. Each additional tender of final delivery will be subject to the following provisions:

- 1) Redelivery within Terminal Service Zones
  - A) Terminal Service Zone is any point or place within 40 miles of a Cheeseman (or designated Agent's) terminal facility.

B) Each additional tender of final delivery at consignee's place will be subject to a charge of \$3.00 per hundred pounds, subject to a minimum charge of \$25.00 and a maximum charge of \$250.00 per shipment, or \$250.00 per vehicle if more than one vehicle is used to transport the shipment.

2) Redelivery at points Beyond Terminal Service Zones

A) Beyond Terminal Service Zone is any point or place which is located 41 miles or more from a Cheeseman (or designated Agent's) terminal facility.

B) Each additional tender of final delivery at consignee's place will be subject to a charge equal to the local rate from the point at which the shipment could not be delivered to the closest Cheeseman (or designated Agent) terminal facility, and then the local rate from such terminal facility to the point where final delivery is tendered, subject to a minimum charge of \$100.00 per shipment, or vehicle used.

C) All charges are to be paid or guaranteed by the party requesting the service.

**RETURNED CHECKS**

When a check for the payment of applicable charges in connection with a shipment tendered to Cheeseman is returned unpaid by the payer's bank due to insufficient funds, uncollected funds, or closed account, a handling charge of \$30.00 will be assessed against the party issuing the check. This charge will be in addition to all other applicable charges in connection with the shipment.

**SORTING OR SEGREGATING FREIGHT**

When Cheeseman is required to sort and/or segregate consignor or consignee's shipment or shipments, the following charges will apply in addition to all lawful charges:

\$0.30 per package, subject to a minimum charge of \$30.00 per shipment and a maximum charge of \$300.00 per shipment.

The charges provided in this item will be assessed against the person requesting the service and must be guaranteed to the satisfaction of Cheeseman before the service is performed.

**SPECIALIZED TRAILERS**

Shipments requiring single drop or double drop trailers will be assessed \$150.00 in addition to all other charges.

Shipments requiring soft-side trailers will be assessed \$150.00 in addition to all other charges.

Shipments on flat bed or open top trailers that require tarping will be charged \$125.00 in addition to all other charges.

Each of the above shipments and any shipment moving on a flat bed trailer will move at a rate of \$1.60 per round trip mile figured from Ft. Recovery, Ohio to Ft. Recovery, Ohio with a minimum charge of \$650.00. Detention is subject to rules and conditions for waiting time and layover.

### **STOP OFF FOR LOADING AND UNLOADING**

Shipments subject to truckload rates may be stopped off for partial loading and unloading, in addition to the original pickup and final delivery. A maximum of three stop offs are allowed in addition to the original pick up and final delivery.

The applicable rate on such shipments shall be the truckload rate to the point to which the highest rate applies where any portion of the shipment is delivered.

The charges for this service shall be:

\$100.00 for the first stop to partial load or unload.

\$150.00 for the second stop to partial load or unload.

\$200.00 for the third stop to partial load or unload.

### **STRAIGHT OR MIXED SHIPMENTS**

As an exception to NMF 100, Item 640, Section 1, 2 and 3 are not applicable. The following provisions apply:

1. Single shipments which consist of articles subject to only one class or commodity rate will be rated as if each article was tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.
2. Single shipments which consist of articles subject to two or more different class or commodity rates, when such articles are separately packaged, will be rated at the class or commodity rate applicable to each article as if each article were tendered as a straight shipment weighing the same as the aggregate weights of the mixed shipment. Any deficit weight will be charged for at the lowest rate applicable to any article in the shipment.
3. Unless otherwise provided for, the charge for a package, pallet, or skid containing articles subject to different rates will be at the rate provided for the highest rated article in or on the package, pallet or skid. All the articles need not be specified on the bill of lading. Only the article subject to the highest rate need be specified. In this case, the following notation must be made on the bill of lading: "And other articles rated same or lower" or the abbreviation of "RS&L" may be used.
4. The weight of the pallet, platform or skid will be charged for at the lowest rate applicable to any article on the pallet, platform or skid.

### **VEHICLE ORDERED BUT NOT USED**

When a shipper orders or requests a vehicle and driver from Cheeseman, and without advance notice to Cheeseman, cancels the request, or otherwise does not utilize such equipment or does not tender a shipment for transportation, shipper, or his agent, will be assessed a charge of \$200.00. Such charges to be invoiced to the party requesting the pickup.

**WAITING TIME - LOADING OR UNLOADING**

Consignor or consignee's shall be allowed free time for loading or unloading of shipments. Computation of free time shall commence when the driver notifies the consignor or consignee, or party entitled to load or unload that the vehicle is available for loading or unloading. Free time will not begin before appointment time, if applicable.

<b>Shipment Weight</b> (In Pounds)	<b>Free Minutes Allowed</b> (In Minutes)
0 - 5,000 (1)	30
5,001 - 19,999 (1)	60
20,000 to Truckload	120

(1) Applies only on less than truckload shipments

The charges for wait time shall be \$15.00 per quarter hour, or portion thereof, with a maximum charge of \$480.00 for a 24-hour period.

Unless otherwise provided, the amount due the carrier under the provisions of this item will be assessed along with line haul charges.

**WEEKEND DELIVERY**

In the event the carrier is required to make a weekend delivery, the following fee applies in addition to all other charges:

Truckload shipments 20% of the linehaul rate

LTL shipments will be rated as a truckload shipment plus 20% of the linehaul rate

**WEIGHING AND INSPECTION OF ARTICLES**

In the event the commodity description, weight, or other information contained on the bill of lading is believed to be incorrect, or incomplete, Carrier shall have the right to take any appropriate action to determine the correct information and correct the bill of lading accordingly. This includes any Weight verification, Verification of density, and inspection of packages or containers.