

TARIFF JJKQ 100

# **GENERAL RULES TARIFF**

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Notification Prior to Delivery / Appointment47519On Hand and Storage47720Order Notify Bills of Lading3629Over Length59021Pallet Rates - Application60021Reconsignment61022Residential Pick up or Delivery62023"Said to Contain" STC1106Shipper's Load and Count - SL&C57223Sort & Segregate57424Weekend / Holiday / Non-Business Hours Fee63024	Lumper Service	568	19
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## **PREFACE**

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of the carrier. The transfer of electronic transmission of this Tariff, in whole or in part, requires prior approval of the carrier.

This tariff is published and made available to JJT Logistics customers. All rates and quotations are subject to periodic revisions, increases, and restructuring. The Carrier will make every effort to advise the user of record of any rate or rules change. However, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

The Rules set forth in this Tariff apply on all shipments transported by Carrier, whether interstate, or intrastate, exempt or non-exempt from economic regulation, and regardless of origin and destination, unless waived by an authorized company official. Pursuant to 49 U.S.C. 14101(b), the parties expressly agree that the terms of this Tariff control over any conflicting provisions contained in Title 49 of the United States Code, and the parties expressly waive all such conflicting provisions.

#### Section 1: Rules

#### [ITEM 100]

A) This Tariff is governed by the following described tariffs:

<u>Title of Tariff</u>	Issuing Agent and Tariff Series	For Special Provisions
Classification Governing	MMF 100	420
Distance Table	DT8Z	510
ATA Hazardous Material Tariff	American Trucking Associations, Inc. Agent	49 CFR

#### Definitions and Abbreviations

- 1. <u>Absolute Minimum Rate</u>: The stated minimum dollar amount, which no freight charge will go below after application of all pricing terms.
- 2. Accessorial Fees: Charges which are in addition to extra services (see attached list of fees).
- 3. <u>Any Quantity or AQ</u>: Any quantity of the same commodity or commodities less than the lowest of other stated minimum weights covered by the applicable class or commodity rates.
- 4. **<u>Billed Weight</u>**: The weight upon which the freight charges are based.
- 5. **<u>Business day</u>**: Monday through Friday, excluding holidays 7:00 AM to 5:00 PM.
- 6. <u>C.O.D Shipments</u>: Collect on Delivery. Unless otherwise noted on bill of lading, JJT logistics may call consignee to verify availability of funds prior to delivery. This procedure may delay delivery service.
- 7. <u>Collect Shipment</u>: One, in 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.

# [ITEM 110]

- 8. **<u>Consignee</u>**: The person, firm or corporation shown on the bill of lading as the party to whom the property is physically delivered to by Carrier.
- 9. <u>Consignor</u>: The person, firm or corporation show on the bill of lading as the Shipper of the property received by Carrier for transportation.
- 10. <u>Debtor</u>: The person obligated to pay Transportation charges including the accessorial or freight charges to Carrier, whether Consignor, Consignee or other party.
- 11. <u>Dry Stop</u>-When a driver and power arrive to pick up freight and there is no freight to pick up due to no actions by JJT Logistics, Inc.
- 12. **Diversion:** Diversion is defined as a change in address while a shipment is in transit.
- 13. <u>Hazardous Material</u>: Shall mean Articles described in the applicable governing Hazardous Materials Tariff as show in Item 100-governing Publications.
- 14. <u>Holiday(s)</u>: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and any other day generally observed as a holiday by JJT Logistics or its agent at the point where the service is performed.
- 15. **Immediately Adjacent:** Freight shall be considered to be immediately adjacent to a parking space for a carrier to place its vehicle for loading or unloading if separated only by an intervening public sidewalk. If a parking space suitable for the carrier to place its vehicle for loading or unloading is occupied, or city ordinance prohibits its use, the nearest available parking space may be used.
- 16. <u>Inside Pick Up or Delivery</u>: (Handling Freight at positions not immediately adjacent to vehicle) the handling of freight at positions not immediately adjacent to the vehicle.
- 17. Intrastate: Origin and destination points reside within the same state.
- 18. Interstate: Origin or destination points do NOT reside within the same state.
- 19. Jobsite: Shipments tendered to or from a jobsite.
- 20. 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 a point of destination or at an intermediate interchange point as an agent of the originating or delivering carrier.
- 21. <u>Liftgate</u>: Where Carrier is required or requested to employ mechanical loading devices for loading or unloading product.
- 22. Limited Access: When a Carrier makes a pick up or delivery at a location with Limited Access.
- 23. <u>LTL</u>: Less than truckload. A quantity of freight weighing less than 20,000 pounds and/or a maximum of 12 pallets or less, and whose rate or rating is subject to a minimum weight of less than 20,000 pounds, or is less than TL.

- 24. Loading by Carrier: Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading. Loading includes stowing and counting of the freight in or on the carrier's vehicle, furnishing forwarding directions or other necessary documents and the execution of documents and bill of lading necessary for forwarding the shipment. Except as provided in Item 560, the carrier will furnish only one person per vehicle for loading, driver, helper or other carrier employee.
- 25. <u>Lumper Service</u>: When carrier is required or requested to employ, utilize, or acquire any outside service to load and/or unload freight from and/or to the Carrier's vehicle and/or warehouse.
- 26. <u>Man-Hour</u>: The unit of work performed by one person in one hour.
- 27. <u>Net Charge</u>: 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 that have been applied.
- 28. <u>Notification Prior to Delivery</u>: When the carrier is requested to contact the consignor or consignee for specific delivery instructions.
- 29. <u>On-Hand</u>: Freight held in Carrier's possession (i) by reason of an act or an omission of the shipper, consignor, or consignee.
- 30. Over length- when shipments are 6' or more in length
- 31. <u>Pallet Rates</u>: Rates and charges are dependent on price per pallet named in Tariffs (Item) or Contracts. All supporting correspondence and documentation shall be limited to pallets or skids.
- 32. <u>Palletized Shipment</u>: 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).
- 33. <u>Point of Destination</u>: The precise location at which property is physically delivered in to the custody of the consignee or his agent. All points within a single industrial plant or receiving area of one consignee shall be considered as one point of destination. An industrial plant or receiving area of one consignee shall include ONLY contiguous property which shall NOT be deemed separate if intersected by ONLY one public street or thoroughfare.
- 34. <u>Point of Origin</u>: The precise location at which property is physically by the consignor or his agent delivered into the custody of the Carrier for transportation. All points within a single industrial plant or shipping area of one consignor shall be considered as one point of origin. An industrial plant or shipping area of one consignor shall include only contiguous property which shall NOT be deemed separate if intersected by only one public street or thoroughfare.
- 35. **Power Equipment:** Any gasoline, diesel, electric or gas driven equipment, including electric powered cranes and lift truck equipment.
- 36. <u>Prepaid Shipment</u>: One in 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.

- 37. <u>Reconsignment</u>: Reconsignment is defined as a change in name or address of the consignee or a change in shipment destination.
- 38. <u>Residence or Non-Commercial</u>: The entire premises on which a dwelling for living is located and includes apartments, churches, farms, wineries and other such locations.
- 39. <u>"Said to Contain (STC)</u>": A shipment where the total piece count differs from the handling units tendered. Where the piece count is not verifiable due to being contained in boxes, on shrink wrapped pallets or other handling units.
- 40. <u>"Shipper's Load and Count (SL&C)"</u>: When containers or trailers are loaded by shipper and sealed/or loaded without the presence of the Carrier's driver on the dock.
- 41. **Shrink Wrapped Pallet (SWP):** A shipment tendered on a pallet, wrapped in a plastic film.
- 42. **Spot Quote:** An estimated charge given to Shipper outside of the normal tariff or contract rates.
- 43. <u>Sorting & Segregating</u>: When a request is made to break down a shipment/pallet and separate by either P.O. number, order number, or product type, code.
- 44. <u>Storage</u>: Freight held in the Carrier's possession by reason of an act or omission of the Shipper, the Consignee, or the owner, and through no fault of the Carrier, will be subject to storage costs after the 3<sup>rd</sup> business day.
- 45. <u>Third Party</u>: 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 the third Party fails to make payment, charges will relate back to consignor or consignee as appropriate.
- 46. Ton: A weight of 2,000 pounds.
- 47. <u>Unloading by Carrier</u>: Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes the payment of all lawful charges due and payable when required as a prerequisite to delivery, counting and removal of the freight from the position in which it was transported in or on the carrier's vehicle, and execution of the delivery receipt. Except as provided in Item 560, the carrier will furnish only one person per vehicle for vehicle unloading, driver, helper or other carrier employee.
- 48. **<u>Total Weight</u>**: The actual Weight of the freight tendered to the Carrier for Shipment including pallets, crates or other packaging.

#### Application of Tariff

[ITEM 150]

The rates and provisions referencing this Tariff, or as amended, are limited in their application to the extent of the operating rights of the Carrier(s) involved in the transportation of shipments governed by this tariff.

This Tariff contains accessorial and terminal service rules applying in connections with shipments moving under rates and charges provided in contracts or tariffs governed by this tariff.

Carrier may have provisions in effect which will be in addition to or which will take precedence over the application of the Items in this tariff.

#### Bills of Lading, Freight Bills and Accessorial Service Documents

- [ITEM 360]
- (A) ISSUANCE OF BILL OF LADING: The bill of lading is required to be issued in accordance with the provisions of the governing Classification and shall be issued at the time of or prior to the receipt of or pickup of the shipment.

Unless otherwise agreed to in writing, all shipments accepted by JJT Logistics shall be bound by the terms and conditions of the Uniform Straight Bill of Lading as set forth in Federal law. JJT Logistics may accept freight on another bill of lading subject to the terms and conditions of the Uniform Straight Bill of Lading as the only terms and conditions applicable to such other form. The BOL freight terms must be selected at time of tender. If no terms are selected, the shipment will be billed as "Freight Collect". The signature of a JJT Logistics Driver or Sales Representative on any Bill of Lading will act only to acknowledge the receipt of freight as described on the documents and identify the entity to deliver same freight. Their signature will not acknowledge agreement to any terms and conditions of carriage, non-recourse language, and/or liability conditions that may also appear on the document. JJT Logistics drivers have no authority to bind JJT Logistics, Inc.

#### (B) SPECIAL PROVISIONS FOR SHIPPING DOCUMENTS:

- 1) Description of hazardous materials must be in terms described in 49 CFR.
- Any delivery specifications must be stated on the Bill of Lading. Should additional services be required at delivery, Carrier will note on the Delivery Receipt as proof of services rendered for payment.
- 3) If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC Item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgement, cannot determine the proper classification rating, such commodity will be assigned a class 150 rating, and rates will be assessed on that basis.
- (C) ISSUANCE OF A FREIGHT BILL:
  - A freight bill shall be issued by the carrier for each shipment transported. The carrier shall not apportion, prorate, or otherwise divide the freight charges between or among the consignor, consignee, or any other parties. The freight bill shall show the information necessary to make an accurate determination of the applicable rate or charge.

[ITEM 361]

- 2) SPECIAL TRANSPORTATION For the transportation of:
  - i. Permit shipments
  - ii. Shipments which require circuitous routing
  - iii. Shipments requiring escort service
  - iv. Dangerous articles or hazardous materials

The following information, wherever applicable, shall be shown on all bills of lading or freight bills as issued by the Carrier in connection therewith and shall be in addition to the information otherwise required to be shown thereon:

- (1) Permit identification of all permit shipments
- (2) Any circuitous routing required, and the authority there for.
- (3) Any escort service furnished and the authority there for
- (4) Hazardous materials must be described per 49 CFR, including reference to labeling requirements.

(D) ACCESSORIAL SERVICE DOCUMENT:

- An accessorial service document shall be prepared by the carrier for services rendered such as stacking, sorting, providing helpers for loading or unloading, vehicle detention, or any other accessorial or incidental service not authorized to be performed under the transportation rates provided in this tariff and for which a charge is otherwise provided.
- 2) The accessorial service document shall be issued to the party who requested or ordered the service to be performed and shall contain such information as may be necessary to make an accurate determination of the applicable charge.

### Bills of Lading, Freight Bills and Statement of Charges (Addition to Item 360 of the Governing Classification)

(A) (1) Except as otherwise provided in Subparagraph (A) (2), corrected bills of lading or other written instructions from the consignor to change the freight charge collection status from "Collect" to "Prepaid" may be accepted only if received by the origin carrier within a period of ten (10) days from the date of the initial bill of lading. All Predicated on an open account in good standing.

(2) Written instructions to change the freight collection status from "Prepaid" to "Collect" will not be accepted once the shipment has been delivered.

- B) Except as otherwise provided in Subparagraph (B)(2), when, as a prerequisite to payment, the payer of freight or other lawful charges requires or requests any of the following services or documents an additional charge as provided in specific contracts or in the corresponding paragraph of Item 361 of rate tariffs governed by this tariff.
  - a. The return of any part of the bill of lading sets or copies thereof, other than one shipper furnished copy. When the shipper furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.
  - b. Copies of the freight bill or statement of transportation charges in excess of the number specified in Section 1 (e) of Item 360 of the governing Classification.

- c. The preparation by the carrier of any forms requiring Itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges.
- d. Any forms or copies, other than those described herein, to be submitted with freight bills or statements of charges.
- e. That information not shown on the shipping order at time of shipment be shown on freight bills or statement of charges.
- f. That proof of delivery be furnished in any form.
- (2) The charges referenced herein will not apply to:
  - Bank Payment Plans when documentation is limited to (1) deposit ticket(s) supplied by the bank, (2) supporting freight bills not in excess of the number set forth in paragraph (B)(1)(b) above, or (3) the return of a copy of the bill of lading furnished by shipper.
  - b. Sight Draft Plan when documentation is limited to (1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft, (2) supporting freight bills(s) and statement of charges not in excess of number set forth in Paragraph (B) (1) (b) above, or (3) the return of a copy of the bill of lading furnished by shipper.

#### Order Notify Bills of Lading (Exception to Item 360 of Governing Classification)

The rates and provisions set forth in this tariff or in tariffs or contracts made subject to this tariff will not apply on shipments moving under Order Notify Bills of Lading.

#### Blind Shipments

A blind shipment is when a third party controls the movement of the freight but does not want the Shipper or consignee to know the name of the other. The following conditions must be met:

'Blind' must be before the Shipper's name or a corrected bill of lading must be provided prior to pick up. A charge of \$15.00 will apply to blind shipments in conjunction with all applicable charges. Shipment must be prepaid and Section 7 of the Bill of Lading cannot be signed JJT Logistics, Inc. will not ensure the confidentiality of the transaction The party requesting the service must have established credit.

#### Canceling Original and Revised Pages, Methods of:

When this Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice.

A revised page cancels any and all un-canceled revised or original pages, or un-canceled portions thereof, which bear the same page number.

[ITEM 382]

[ITEM 365]

[ITEM 362]

#### Capacity Loads

[ITEM 390]

(1) When a single straight or mixed shipment occupies the full visible capacity of a vehicle, transportation charges shall be assessed by applying the applicable rate based on the total weight of the shipment subject to a minimum charge per fully occupied unit of equipment equal to the charge for truckload shipment.

(2) When the charge in Subparagraph (A)(1) is applicable to any unit of equipment used in transportation the shipment, the charge for that portion of the shipment loaded into the last unit of equipment, but less than full visible capacity, will be as a separate shipment based on the actual weight loaded into the last unit of equipment.

The terms "loaded to capacity", "capacity load" or "occupies the full visible capacity" refers to the extent each unit of equipment is loaded and means:

That quantity of freight which, in the manner loaded, so fills a unit of equipment that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in the unit of equipment, or

That maximum quantity of freight that can be legally loaded in a unit of equipment because of the weight or size limitations of the State or other regulatory bodies.

For the purpose of applying this rule a single unit of equipment is one tractor and one semi-trailer 40 feet or greater in length, or one tractor and any combination of semi-trailers not exceeding the maximum length laws of the State of California.

#### Claims – Loss and Damage

#### [ITEM 407]

This tariff is subject to the following CODE OF FEDERAL REGULATIONS-Part 49 rules

49CFR § 370- PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND VOLUNTARY DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE. 49 CFR § 378-PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION, AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVER COLLECTION CLAIMS.

Claims must be made **in writing** within nine (9) months after delivery or they shall be deemed waived. Suit must be filed within two years and a day from delivery.

- A) Documents required to properly support a cargo claim are:
  - 1) The original bill of lading covering the shipment (or bond of indemnity, in lieu thereof).
  - 2) Copy of Carrier's PAID freight bill
  - Copy of the original invoice or proof of the value of the commodities loss and/or damage.
  - 4) If discounted, a copy of the bill of sale or sales receipt.
  - 5) If repaired, an invoice covering repairs Itemizing labor and parts.
  - 6) Copies of request for inspection, waiver of inspection by Carrier, inspection reports, if made.
  - 7) Other documents when appropriate: Photographs, Temperature reports, Impact records, Condemnation certificates, Dumping certificates, laboratory analysis, Quality control reports, package certifications, Loading diagram, Weight certificates, Affidavits, Loading and Unloading tallies, etc.

- B) The claimant cannot offset cargo claims against freight charges. Those are two separate and distinct transactions and one cannot be offset to satisfy the other. Also, payment of freight charges may not be postponed due to alleged loss or damage. A valid cargo claim will not be paid until freight charges for the shipment in question are paid in full. After freight charges are paid, the portion applicable to the lost and/or damaged Item(s) may be included in the freight claim.
- C) The failure of a consignee to verify the count and condition of the shipment being received will cause a claim filed for loss or damage to be denied without recourse.
- D) Unless otherwise specifically stated in the tariff or contract, Carrier shall not be liable for any loss of use, revenue, or profit or business opportunities or indirect, incidental, consequential, special, punitive or exemplary damages, even if Carrier is informed or is otherwise aware or should be aware of the possibility or likelihood of such damages.
- E) The failure of a claimant to act upon a written request for documentation within thirty (30) days from the date of written request will cause the claim to be denied.
- F) Carrier incorporates by reference the provisions of 49 C.F.R. 1005 § 370 as the minimum requirement for presentation and investigation of claims for loss and damage to freight and disposition of salvage. The presentation and handling of claims and salvage are subject to the terms and other provision of this tariff or contract.
- G) JJT Logistics, Inc. will not pay administrative costs, fees, or interest charges associated with the processing of loss or damage claims.
- H) JJT Logistics, Inc. will not pay labor charges over \$35.00 per hour associated with any loss or damage shipment.
- Blocking and Bracing- Shipments loaded on JJT Logistics Inc.'s vehicles by consignor shall be properly secured and braced by the consignor. JJT Logistics, Inc. will not be liable for merchandise damaged due to improper securing, bracing or blocking of cargo by consignor.
- J) Should a replacement shipment be shipped as a result of a freight claim, the replacement must be transported by Carrier. Carrier will not refund or be responsible for freight charges for any other Carrier not associated with the original shipment.
- K) Overcharges not brought to the Carrier's attention in writing within 180 days of delivery of the shipment shall be deemed waived. Suit for overcharges must be filed with 18 months of delivery. The three elements that must be included in a written claim are:
  - i. The claim in writing must identify the shipment;
  - ii. It must assert liability for the alleged loss and/or damage; and
  - iii. It must be for a specified or determinable amount of money

#### Claims – Duplicate Payment, Overcharge and Unidentified Payment

# [ITEM 408]

- A. Except as otherwise provided in Paragraph (B), all claims for overcharge, unidentified or duplicate payment for the transportation of property must be filed and processed in conformity with procedures specifically set forth in Items 300201 through 300209 of the National Motor Freight Tariff Association, Agent, NMF 100 series.
- B. All claims for overcharge and undercharge resulting from incorrect tariff provisions or billing errors must be filed within 180 days from the issue date of the original freight bill

#### Maximum Carrier Liability

#### [ITEM 409]

JJT Logistics, Inc. will adhere to released or actual value conditions as described in the National Motor Tariff Classification subject to the following:

Liability will not exceed the invoice price of the goods, and except as otherwise specifically provided in the Rules Tariff, JJT's maximum liability in case of loss or damage shall not exceed \$5.00 per pound, unless otherwise agreed to in writing by JJT 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, other than new) shall not exceed \$0.10 per pound. Used merchandise is defined as commodities not packaged in the original manufacturers packaging or commodities where the manufacturers packaging has previously been opened. Commodities not packaged or strapped to a pallet without the original manufacturers packaging will be considered used.
- Household Goods/Personal Effects shall not exceed \$0.10 per pound. •
- Liability on shipments moving under published JJT pallet rates shall not exceed \$2.00 per pound.
- Liability on shipments moving under "Spot Quote" price levels shall not exceed \$2.00 per pound. •

Maximum cargo liability limit of \$100,000.00 per incident or conveyance unless otherwise negotiated and confirmed in writing prior to shipment being tendered to carrier.

#### Classification General

- A. The rules and regulations, shipping and packing requirement, allowances and privileges, or other provisions and conditions published in this tariff, or in contracts making reference hereto, abrogate and supersede those in the NMF 100 series.
- B. When the rates and provisions in this tariff are silent as to rules, regulations, shipping and packing requirements, allowances and privileges or other provisions and conditions, such rates and provisions shall be subject to the terms, including shipping and packing requirements or other provisions or conditions, prescribed in the NMF 100 series.
- C. Descriptive headings or individual listings published in this tariff corresponding to the descriptive headings or individual listings shown in the NMF 100 series will be understood to include all notes or other qualifying statements which appear in connection with such corresponding descriptive headings or listing in the NMF 100 series.

#### Collect on Delivery Service

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

The letter "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of the consignee; or, "COD" in letters at least one inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order.

Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading- Short Form", or "Straight" bill of lading forms as shown in the NMFC.

[ITEM 430]

[ITEM 420]

The charges for collecting and remitting the amount of bills of for COD shipments will be collected from the shipper, except that such charge may be collected from the consignee, providing notation to the effect is made by the shipper on the bill of lading. Collection or remitting charges for freight or other lawful charges due the Carrier shall be paid to the Carrier and must not be included in the checks or money orders made payable to the shipper.

The charges of the destination Carrier for collecting and remitting the amount of each COD bill to be collected on the shipments consigned COD will be a minimum of \$50.00, or 5% of COD. In the event an account has negotiated a waiver of this fee and/or negotiated a flat amount, JJT Logistics, Inc. will have no liabilities in the collection of the COD.

Charges for collecting and remitting COD amounts will be billed to the party paying the freight charges unless otherwise specified as prepaid to the debtor or collect to the consignee.

Carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions on Collect on Delivery (COD) shipments subject to the provisions of this Item by increasing, reducing or cancelling the COD amount. A charge of \$35.00 per shipment will be assessed in addition to all other lawful charges. All charges accrued under this Item must be prepaid or guaranteed to the satisfaction of the Carrier.

Carriers do not obligate themselves to accept the changes provided herein, but upon request a reasonable effort will be made to do so, subject to the provisions herein. The amount of the COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.

COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, Carriers are responsible for the disposition of the shipment only in accordance with the bill of lading and tariff provisions, as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

When the Shipper fails to specify an acceptable form of payment on the Bill of Lading, Carrier may accept any form of payment listed herein including personal and company checks. Even when the Shipper specifies a particular form of payment, Carrier is specifically authorized to accept cash, cashier's check, certified check, teller's check, official check, money order or similar instrument issued by or on behalf of the consignee.

Carrier will, upon written authorization from Shipper, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$20.00 per shipment. If request is received after the shipment has been tendered for delivery, and refused by consignee, the shipment will also be assessed the applicable redelivery charge, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

Upon collection of a COD bill, Carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee. If the COD shipments moved in

[ITEM 435]

interline service the delivering Carrier shall, at the time of remittance of COD collection to the consignor or payee, and notify the originating Carrier of such remittance.

The Carrier will not be liable for any collection of the COD amount if the shipper fails to mark the Bill of Lading COD as specified above and the specific amount due in US currency in compliance with this Item.

The Carrier will not be liable for the collection of the COD amount if the shipper, following for the Carrier's failure to collect the proper COD amount, does not file a claim for the same amount within 30 days of the shipment's delivery.

COD shipments will not be accepted where the value exceeds \$10,000.00. If a shipment with a COD amount over limit amount is inadvertently accepted, JJT Logistics, Inc. maximum liability will be the limit amount, if the COD is not collected.

If the Carrier fails to collect the COD at time of delivery, and the party responsible for payment fails to pay the legitimate COD charges within the specified credit period, and the Carrier has to seek third party collections services to obtain payment of such charges, the Carrier will assess a Collection Expense Charge. This charge will be of an amount equal to the sum of a reasonable attorney's fee, court costs, and administrative costs incurred in legitimate collection efforts.

#### Collection of Charge

- A) Except as otherwise provided, transportation and accessorial charges shall be collected by the Carrier prior to relinquishing physical possession of shipment entrusted to them for transportation.
- B) After taking precautions deemed necessary to assure payment, Carrier may relinquish possession of freight prior to payment by extending credit to the debtor for 15 days.
- C) The Carrier may extend credit to the debtor signed to Paragraph B. In the event of non-payment during this credit period, the entire balance of that account shall immediately become due and payable.
- D) In the event the party responsible for paying the freight charges fails to do so within 15 days, JJT Logistics, Inc. shall assess 1.5% finance fee after 60 days. If payment is not received within 90 days discounts are subject to revocation.
- E) Shipper/Consignor agrees that it assumes the risk of nonpayment of freight charges for shipments handled through freight brokers or third party logistics companies, including the risk that Shipper/Consignor may have to pay the freight charges twice in the event the broker/third party logistics company fails to pay JJT Logistics, Inc.
- F) The party responsible for paying freight charges shall not offset or delay payment of freight charges because of amounts claimed under freight claims or other disputes.

#### Consolidation of Shipments - Shipments to be Rated Separately

Each shipment shall be rated separately and may not be consolidated or combined by the carrier.

[ITEM 460]

[ITEM 500]

#### Detention – Vehicles with Power Equipment

## A) During actual placement, when the period of time between the commencement and completion of the loading or unloading exceed the time allowed in Paragraph (D), time in excess of that allowed shall be subject to an additional charge as provided in specific contracts or in Item 500 of rate tariffs governed by this tariff.

- B) During constructive placement, when the period of time between the constructive and actual placement exceeds fifteen minutes, time in excess of that allowed shall be subject to an additional charge as provided in specific contracts or in Item 500 of rate tariffs governed by this tariff.
- C) Except as otherwise provided in Subparagraph C) (2), the computation of time shall begin when the driver notifies the responsible party that the unit of equipment is available for loading or unloading and ends when the loading or unloading is completed and the driver has received a signed bill of lading or receipt for delivery.
- D) (1) Except as otherwise provided for in Subparagraph D) (2), the detention allowance per stop shall be as follows:

ACTUAL WEIGHT IN POUNDS	TIME ALLOWED IN MINUTES
1 THROUGH 5,999	20
6,000 THROUGH 9,999	40
10,000 OR MORE	1 hour

(2) When the carrier picks up two or more shipments from one consignor, at one place, at one time, or delivers two or more shipments to one consignee, at one place, at one time, the combined weight of the shipments tendered shall determine the detention allowance. Additionally, the time allowance shall be increased by five minutes for each shipment, subject to a maximum additional allowance of forty minutes.

- E) The charges resulting from the application of this Item shall be billed to the party who requested, ordered or was responsible for such delay at the following rates:
  - i. Truck load- \$100.00 per hour (\$25.00 per every 15 minutes)
  - ii. LTL- \$1.66 per minute

#### Distances

Distances to be used in connection with distance rates provided in this tariff shall be the shortest, resulting mileage on any public highway computed in accordance with the method provided in the governing Distance Table.

#### Diversion

When Carrier receives instructions to divert a shipment at any point from Carrier to another location to unload and/or pick-up, the following provisions apply:

- 1. The shipment will be charged for on the basis of movement from the origin to the point of diversion.
- 2. A charge of 1/3 of the freight charge will apply to distances less than 5 miles

# [ITEM 510]

[ITEM 515]

3. A charge of a completely new delivery charge in addition to the delivery charge for the initial load before diversion.

#### Dry Stop

When Carrier attempts to pick up freight and there is no freight available due to no fault of the carrier then a \$45.00 dry pick up fee will apply.

#### Equipment

- A) A carrier's obligation to accept articles for shipment shall be subject to the suitability of his equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.
- B) Carriers are not obligated to receive freight liable to contaminate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment, be refused.

#### Equipment Ordered But Not Used

When a customer request equipment and carrier dispatches equipment for such purpose; and by no fault of the carrier the equipment is not used, a charge of \$100.00 per dispatched power will be assessed. This does not include dry check stops.

#### Expedited Service, Same Day Service

- A) Upon specific request of the consignor or consignee, expedited service may be provided by the Carrier.
- B) Carrier will charge \$150.00 in addition to other applicable rates or charges.

#### Extra Labor - Loading and/or Unloading

- A) Except as otherwise provided in Paragraph (B), when at the request or order of the consignor or consignee, the carrier provides extra labor for loading or unloading, or any other reason which is not authorized under rates or charges named in this tariff, an additional charge per person shall be assessed as provided in specific contracts or in Item 560 of rate tariffs governed by this tariff.
- B) The provision of this Item shall not apply when a helper is provided for any reason other than at consignors or consignee's request or order. The reason for supplying helpers shall be recorded on the shipping and accessorial service documents.
- C) The rate of the additional labor will be \$80.00 minimum and \$20.00 for every 15 minutes.

[ITEM 520]

[ITEM 517]

[ITEM 525]

#### [ITEM 560]

#### Flatbed Service

When flatbed equipment is required to be used for pickup or delivery a minimum charge of \$100.00 will be applied or \$5.00 per CWT whichever is higher. Maximum charge of \$500.00 per shipment.

#### Hazardous Materials

Refer to 49 CFR for provisions governing the movement of Hazardous Materials.

- A) Hazardous materials will not be accepted for transportation unless at the time of, or prior to, the initial pick up the consignor has furnished the carrier with the information required by Item 540 of the governing Classification.
- B) A shipment of hazardous materials accepted for transportation will be subject to an additional charge as provided in specific contracts or in Item 540 of rate tariffs governed by this tariff.
- C) An additional charge of \$30.00 per shipment of applicable charges governed by this tariff.

Commodities not accepted by the Carrier include:

Class 1.1 Explosives Class 1.2 Explosives Class 1.3 Explosives Class 2.3 Poison Gas Zone A Class 6.1 Toxic/Poison Zone A Class 6.2 Infectious Substances Class 7.0 Radioactive Materials

D) The provision of this Item shall not apply when a helper is provided for any reason other than at consignors or consignee's request or order. The reason for supplying helpers shall be recorded on the shipping and accessorial service documents.

#### Inside Pickup or Delivery

#### [ITEM 367]

- 1) When requested by consignor or consignee, and carriers' operating permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions.
- 2) Service under this Item will be provided to floors above or below the level accessible to carriers' vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier. The charges for providing this service will be \$7.50 per cwt subject to a minimum charge of \$75.00 per shipment, and a maximum charge of \$500.00 per vehicle if more than one vehicle is used to transport the shipment.
- 3) When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately, wherever the service is performed.

[ITEM 540]

[ITEM 369]

[ITEM 352]

4) The charges provided in this Item will be in addition to all other lawful charges. The party responsible for the freight charges shall also be responsible for the charges accrued under this Item.

#### Liftgate Service

Upon request of consignor or consignee, or when the nature of the shipment so requires, Carrier may furnish equipment equipped with a hydraulic lift gate subject to an additional charge of \$50.00 for either pickup and/or delivery service or \$6.50 per cwt with a maximum of \$250.00.

Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicles.

If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

The Payer of the freight charges shall also be responsible for the charges accrued under this Item.

#### Limited Access Locations

When Carrier makes a pickup or delivery at a location with Limited Access, the following charge shall apply: \$50.00 per shipment

The Terms LIMITED ACCESS LOCATIONS include but are not limited to the following:

- A) Commercial establishments not open to the walk in public during normal business hours.
- B) Job sites (see note 1)
- C) Fairs, Carnivals, Chautauqua's
- D) Military basis / Installations
- E) Mine Sites (see note 2)
- F) Prisons
- G) Schools
- H) Churches
- I) Mini Storage Facilities
- J) Sites with extensive security processes

Freight charges must be prepaid on all shipments consigned to Limited Access Locations. In the case of delivery, the charge provided for in this Item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 562 and assessed to the party requiring the additional notice.

**Note 1** – The term "Job Site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place,

and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

**Note 2** – The "Mine Site" shall be defined as the site of any pit, excavation, shaft, or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

#### Linear Foot

When any shipment which utilizes 14 feet or more of linear trailer space there will be an additional 45% of the total net transportation charges including fuel, in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight invoice.

#### Lumper Service

- A) The Carrier will not absorb any freight charges or fees accompanied with acquiring or utilizing the said outside service.
- B) The Carrier will be reimbursed for any expenses, charges or fees assessed said outside service.
- C) Such charges, fees, or expenses will be prorated by weight and the proportional charges will be added to the freight bills involved.
- D) If the Lumper service provider assesses a charge on a per shipment basis, the said charge will be added to the freight bills involved.
- E) A Lumper processing fee will be added in additional to the charges, fees, or expenses incurred by the Lumper service provider. The Lumper processing fee is \$20.00 per shipment.
- F) The Payer of the freight charges shall also be responsible for the charges accrued under this Item unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee, or a third party.

#### Notification Prior to Delivery / Appointment

Notification prior to delivery means when the carrier is requested to contact the consignor or consignee for specific delivery instructions, inclusive of an appointment procedure, whereby, prior to the carrier's equipment dispatch, carrier receives a specific date and time a shipment may be tendered for delivery.

#### **PAGE 19**

[ITEM 475]

[ITEM 568]

[ITEM 470]

Instructions for driver to contact consignee in route will be deferred to terminal operations prior to shipment being loaded or departing for delivery.

In addition to applicable rates and charges, shipments requiring appointment or notification for delivery or pick up will incur a flat charge of \$25.00

#### On Hand and Storage

[ITEM 477]

General -

Freight held in carrier's possession (i) by reason of an act or an omission of the shipper, consignor, consignee, or owner or for customers clearance or inspection, or by order of a government authority, and through no fault of the Carrier, or (ii) when held by Carrier due to rejection by consignee or instruction from shipper based on damage, will be deemed to be on-hand. Freight will be deemed on-hand with or without notice. When freight is on-hand, the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly.

Storage costs for on-hand freight will be assessed as follows:

- 1) Storage charges on freight awaiting transportation will begin at 6:00 AM the day of business after notice of arrival has been made. (after 3 days)
- Freight stored in carriers possession, will be assessed a charge of \$3.50 per cwt. Or fraction thereof, subject to the following minimum and maximum charges:
   MINIMUM CHARGES: \$35.00 per shipment per each 24 hours, but not less than \$50.00 per shipment.

MAXIMUM CHARGES: (after freight has been on-hand 7 days) For the first 24 hours or fraction thereof the charge will be \$100.00

- 3) Storage charges under this Item will end when Carrier is enabled to delivery or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.
- 4) Storage charges under this Item will not apply on the day Carrier places the freight in a public warehouse up until the third day. In that event, a charge of \$3.50 per cwt., subject to a minimum charge of \$35.00 per shipment will be made.
- 5) The term "FIRST DAY OF BUSINESS" as used in this Item means Mondays through Fridays.
- 6) Charges provided in this Item will follow the terms of the bill of lading unless written authorization is received by another party. JJT Logistics reserves the right to require payment prior to release of freight.

#### **REFUSED OR IMPRACTICAL DELIVERY**

If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the Carriers liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on Carriers Tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the Carriers option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

If the Carrier does not receive disposition instructions within 48 hours of the time of Carriers attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of notification, Carrier may offer the shipment for sale at a public or private sale and the Carrier has a right to offer the shipment for sale. The amount of sale will be applied to the Carriers invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

Where Carrier has attempted to follow the procedure set forth hereinabove and the procedure provided in this section is not possible, nothing in this section shall be constructed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the Carrier may dispose of property to the best advantage.

Where the Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, delivery shall occur when the property is unloaded and Carrier is not liable for any damage, theft, or loss of the freight after delivery.

#### Over Length

Over length, shipments will have an additional charge applied as follows:

6' to 8'	\$50.00
8' 1" to 12'	\$75.00
12' 1" to 20'	\$100.00
20' 1" to 28'	\$200.00
Over 28' 1"	\$300.00

#### Pallet Rates – Application

Shipments tendered to JJT Logistics should be on pallets for the pallet rates to apply.

The driver will sign only for the number of pallets, not the number of pieces.

Shipper must load and Consignee must unload the pallets.

Pallet may not exceed 40x 48inches in size and/ or 96 inches in height. Maximum weight per pallet 2500#.

[ITEM 600]

# [ITEM 590]

Rates and charges are dependent on price per pallet names in Tariffs (Item) or contracts. All supporting correspondence and documentation shall be limited to pallets or skids.

Pallets that exceed the maximum weight (2500#) stated in a Tariff (Item) or Contract will be rated as an additional pallet. The total weight of the shipment will be divided by the highest maximum weight to determine the number of pallets.

Unless otherwise specified within the Tariff (Item) or Contract, JJT calculates the pallet weight as 50 pounds per pallet.

Any accessorial services required are not included in the "Pallet Rates" names herein.

If the above guidelines are not adhered to, JJT reserves to rate the shipment as an LTL class shipment.

#### Reconsignment

[ITEM 610]

A request for a reconsignment of a shipment will be subject to the following conditions and charges:

#### CONDITIONS:

- a. Requests for reconsignment must be made in writing or confirmed in writing. 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.
- b. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- c. All charges applicable to the shipment, whether accrued or accruing, must be prepaid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
- d. Only entire shipments, not portions of shipments, may be reconsigned.
- e. 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.
- f. Instruction for reconsignment of COD shipments will be accepted only from the consignor.
- g. When there is a conflict on a bill of lading between the consignee city and zip code, JJT Logistics will bill/route using the zip code. This follows the rules of the United States Postal Service. If the shipment needs to be rerouted due to conflict, it will be subject to this rule and applicable charges will be applied.
- h. The provisions governing reconsignment "Prior to Tender of Delivery" will apply only when Carrier receives the request for consignment:
  - i. Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
  - ii. Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery).

Thereafter, the provisions governing reconsignment "After Tender of Delivery" will apply.

CHARGES:

- K) Reconsignment prior to tender of delivery resulting in change of name of shipper or consignee with no change to delivery address. \$20.00
- L) If Carrier relinquishes to consignee, someone other than original consignee, or another carrier at destination terminal. \$20.00
- M) Change in destination prior to delivery within same day delivery. 1/3 of freight charge if within 5 miles. If beyond 5 miles, full redelivery fees to apply.

#### Residential Pick up or Delivery

1. Shipments picked up at, or delivered to, private residences or camps (other than military) will be assessed a charge of \$6.50 per cwt., subject to a minimum charge of \$50.00 per shipment, and a maximum charge of \$250.00 per shipment.

2. The charges provided in this Item will apply separately for pickup and delivery and will be in addition to all other applicable charges.

3. The Payer of freight charges shall also be responsible for the charges accrued under this Item, except charges on shipments moving on government Bills of Lading will be collected from U.S. Government.

4. Residential Delivery service is only to the Curbside.

5. As used in this Item, the term "Private Residences" shall apply to the entire premises on which a dwelling for living is located.

#### Shipper's Load and Count - SL&C

When containers or trailers are loaded by shipper and possibly sealed, carrier will accept as "Shipper Load and Count" and the Bill of Lading shall be so marked. The shipper will be responsible for any damages resulting from improper loading, packaging, or mixing of articles in containers or dry van and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the trailer/container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee. When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

# [ITEM 572]

[ITEM 620]

# Sort and Segregate

When Carrier is required to sort and/or segregate consignor or consignee's shipment or shipments, or when Carrier is required to perform additional handling to complete delivery, a charge of \$5.00 cwt subject to a \$50.00 minimum charge will apply in addition to all other lawful charges.

JJT LOGISTICS, INC.

Additional handling included, but is not limited to, removal of pieces from pallet, transfer of pieces from one pallet to another, placement of pieces in racks/shelves, etc. The party responsible for the freight charges shall also be responsible for the charges accrued under this Item.

# Weekend / Holiday / Non-Business Hours Fee

1) When consignor or consignee request Carrier to pick up or deliver freight or to place or pick up empty trailer(s) (i.e. Vehicles without power units) on Saturdays, Sundays, holidays or non-business hours (See Note A), such service will be subject to a minimum charge of \$400.00 extra for 8 hours, then \$125.00 per hour beyond 8 hours thereof. Such charge shall be in addition to all other applicable charges.

2) Time shall be computed from the time Carrier departs its service center until its return.

3) The Carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or holidays or after hours, even though they may be requested on the bill of lading.

4) The Payer of freight charges shall also be responsible for the charges accrued under this Item.

5) If multiple deliveries or pick-ups are performed at one time, the charge will be based on the total weight of all shipments and only one minimum charge may apply.

6) As used in this Item, Non Business Hours are between 6:00 p.m. through 7:00 a.m.

# California Compliance Surcharge

A charge of \$8.50 per shipment shipping from or to California will be assessed.

# Fuel Surcharge

The surcharge will apply to the transportation charges derived from the application of rates and minimum.

The following table lists the fuel surcharge to be applied given the applicable California On-Highway Self Service Diesel Price as provided by the US. Department of Energy.

#### [ITEM 574]

# [ITEM 564]

[ITEM 565]

# [ITEM 630]

# FUEL SURCHARGE TABLE

When the fuel	then apply the	When the fuel	then apply the	When the fuel	then apply the
price is at least:	surcharge below:	price is at least:	surcharge below:	price is at least:	surcharge below:
\$2.35	15.50%	\$3.95	31.50%	\$5.55	47.50%
\$2.40	16.00%	\$4.00	32.00%	\$5.60	48.00%
\$2.45	16.50%	\$4.05	32.50%	\$5.65	48.50%
\$2.50	17.00%	\$4.10	33.00%	\$5.70	49.00%
\$2.55	17.50%	\$4.15	33.50%	\$5.75	49.50%
\$2.60	18.00%	\$4.20	34.00%	\$5.80	50.00%
\$2.65	18.50%	\$4.25	34.50%	\$5.85	50.50%
\$2.70	19.00%	\$4.30	35.00%	\$5.90	51.00%
\$2.75	19.50%	\$4.35	35.50%	\$5.95	51.50%
\$2.80	20.00%	\$4.40	36.00%	\$6.00	52.00%
\$2.85	20.50%	\$4.45	36.50%	\$6.05	52.50%
\$2.90	21.00%	\$4.50	37.00%	\$6.10	53.00%
\$2.95	21.50%	\$4.55	37.50%	\$6.15	53.50%
\$3.00	22.00%	\$4.60	38.00%	\$6.20	54.00%
\$3.05	22.50%	\$4.65	38.50%	\$6.25	54.50%
\$3.10	23.00%	\$4.70	39.00%	\$6.30	55.00%
\$3.15	23.50%	\$4.75	39.50%	\$6.35	55.50%
\$3.20	24.00%	\$4.80	40.00%	\$6.40	56.00%
\$3.25	24.50%	\$4.85	40.50%	\$6.45	56.50%
\$3.30	25.00%	\$4.90	41.00%	\$6.50	57.00%
\$3.35	25.50%	\$4.95	41.50%	\$6.55	57.50%
\$3.40	26.00%	\$5.00	42.00%	\$6.60	58.00%
\$3.45	26.50%	\$5.05	42.50%	\$6.65	58.50%
\$3.50	27.00%	\$5.10	43.00%	\$6.70	59.00%
\$3.55	27.50%	\$5.15	43.50%	\$6.75	59.50%
\$3.60	28.00%	\$5.20	44.00%	\$6.80	60.00%
\$3.65	28.50%	\$5.25	44.50%	\$6.85	60.50%
\$3.70	29.00%	\$5.30	45.00%	\$6.90	61.00%
\$3.75	29.50%	\$5.35	45.50%	\$6.95	61.50%
\$3.80	30.00%	\$5.40	46.00%	\$7.00	62.00%
\$3.85	30.50%	\$5.45	46.50%		1
\$3.90	31.00%	\$5.50	47.00%	Add .5% for each	5 cent increment

Fuel Surcharge will be subject to a minimum surcharge of \$1.00 per shipment. Fuel posting will change each Tuesday morning of each week. Fuel Posting at <u>www.jjtinc.com/fuelsurcharge</u>



# ACCESSORIAL CHARGES-Effective 3/1/2022

Absolute Minimum Rate	\$58.00	
Administrative Fee	\$25.00	
Appointment Fee	\$25.00	
California Compliance	\$8.50 per shipment	
COD Fee	\$50.00 minimum (5% of COD)	
COD Release Fee	\$35.00	
Cubic Capacity & Density	orders which occupy 750 cubic feet or more & have a density of 5 lbs. per cubic foot or less shall be rated at class 200 or higher, regardless of any FAK agreements.	
Detention time/stand-by time	\$25.00 per ¼ hour	
Dry Stop	\$45.00	
Flatbed Fee	\$100.00 minimum/\$5.00 per CWT/\$500 Maximum	
Hazardous Materials Surcharge	\$30.00	
Inside Delivery Fee	\$75.00 minimum/\$5.00 per CWT	
Jobsite Delivery Fee	\$50.00 minimum/\$5.00 per CWT/\$100 maximum	
Labor Fee (at Carrier's location)	\$80.00 per hour, \$80.00 minimum charge, \$20 for every 15 minutes materials at cost plus 10%	
Liftgate Fee	\$50.00 minimum/\$6.50 per CWT/\$250 Maximum	
Linear Foot	When any shipment which utilizes 14 feet or more of lineal trailer space there will be an additional 45% of the total net transportation charges including fuel, in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight invoice.	
Over Length Fee	Additional charge applied will be as follows. 6'-8' an additional \$50.00, 8'1"-12' an additional \$75.00, 12'1"-20' an additional \$100.00, 20'1"-28' an additional \$200.00, over 28'1" an additional \$300.00	
Pallet Fee	\$20.00 per pallet	
Reconsignment (diversion)	1/3 of freight charge added to original cost if within 5 miles	
	If beyond 5 miles, full redelivery charge would apply	
Redelivery Fee	Same as original fee	
Residential Fee	\$50.00 minimum/\$6.50 per CWT	
Residential/Liftgate fee combo	\$90.00 minimum/\$6.50 per CWT	
Reweigh or Reclass	\$25.00 per shipment	
Sort & Segregate Fee	\$50.00 minimum/\$2.50 per CWT	
Storage Charges	\$35.00 per day minimum/\$3.50 per CWT	
Weekend/Holiday Fee	\$400.00 extra for 8 hours per driver, then \$80.00 hour beyond 8 hrs.	
Will Call Fee	\$75.00	

JJT LOGISTICS INC., 1090 E. BELMONT ST, ONTARIO, CA 91761