



Service & Rules Tariff

Effective Date: May 1, 2021

This Tariff Applies on Both Inbound and Outbound Traffic.

Any accessorial rate outlined within a signed Service Agreement, Contract or Logistics Management Agreement will override any corresponding rate within this Tariff.

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Item 1

Default Classification

If BOL does not clearly identify Class, Description, and Classification code the shipment will be rated at the higher of class 150 or density-based class (density class only for consolidation).

Item 2

Customs or In Bond Freight

A charge of \$135.00 per shipment will be assessed for handling of IN-BOND freight or freight traveling under an In-Transit or "I.T." Bond. This charge applies when carrier performs paperwork necessary for shipment to clear U.S. Customs.

Failure of Customer's customs broker to clear the In-Bond before crossing for delivery into Mexico will result in ProTrans requiring all future In-Bond shipments to be cleared prior to delivery to the customers broker.

Item 3

Fill out Bill of Lading

\$7.50 per occurrence

Item 4

Correct Bill of Lading Fee

\$40.00 per occurrence

Item 5

Critical Tracking

ProTrans can provide additional in-transit updates for FTL shipments above the standard four hour in-transit check call offering. Additional shipment updates may be provided at a charge of \$27.50 per shipment, dependent on the carriers ability to provide such updates. Updates every two hours can be offered at \$50 per shipment, dependent on the carriers ability to provide such updates.

Item 6

Notification or Appointment Prior to Delivery

When a Bill of Lading or other shipping order is tendered bearing any notation requesting carrier to notify consignee prior to delivery by any means whatsoever, the charge for this service shall be \$44.00 per shipment. Charges are to be paid by the party responsible for all other charges (Consignor if ppd and Consignee if col).

If there is no request for notification on the shipping document, but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed. Charges are to be billed to the party responsible for all other charges (Consignor if ppd, Consignee if col).

Item 7

COD Shipments

C.O.D. Shipments will be accepted for transportation by this carrier, subject to the following:

- (1) The amount of the C.O.D. must be noted on the Bill of Lading at the time shipment is tendered to the carrier.
- (2) Except as otherwise provided in this Item, the charge for collecting and remitting the amount of each C.O.D. shipment will be: C.O.D. FEE 6% of requested C.O.D. amount, subject to a minimum charge of \$120.00.
- (3) Only the following forms of payment will be accepted in payment of C.O.D. amount, (a) Cash up to a maximum of \$250.00; (b) Bank Cashier's checks; (c) Bank Certified check; (4) Money order; (5) Personal check of the consignee when so authorized in writing or be endorsement on the Bill of Lading and shipping order by the consignor. All checks and money orders shall be made payable to consignor.
- (4) Carrier will not accept COD shipments with a value of more than \$80,000. If the carrier inadvertently accepts a shipment in excess of \$80,000, carrier's liability will not exceed \$10,000.
- (5) Carrier will not be liable for COD amounts not collectable as result of stop payments, insufficient funds, invalid signature, uncollected funds, forgery or any other factor outside of the carrier's immediate control.
- (6) In the event the carrier fails to collect the COD amount from the consignee, carrier's maximum liability for said COD amount shall be the invoice value of the goods, but not greater than \$10,000.
- (7) The carrier will accept checks and money orders only as the agent of the shipper and carrier's responsibility is limited to the exercise of due care and diligence in forwarding such documents to the shipper. If the COD payment should become lost in the mail, or any other form of transmission, it will be the sole responsibility of the shipper to make arrangements with the consignee for replacement of the lost COD payment.

NOTE 1: Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading" forms as shown in the NMFC. The letters "C.O.D." must be stamped, typed or written on all such Bills of Lading and shipping orders immediately before name of consignee: or "C.O.D." in red 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 C.O.D. amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street post office address of consignor and consignee must be shown on of Lading and shipping order. On straight Bills of Lading-Short form there must be shown in the space provided for "description of articles, special marks and exceptions", the following information:

Collection on Delivery (\$ amount) and remit to (address): C.O.D. Fee to Be paid by: () Shipper or () Consignee.

NOTE 2: (1) Upon collection of a C.O.D. bill, carrier shall remit each C.O.D. collection directly to the consignor or other person or persons designated by the consignor as payee, promptly and within ten days after delivery of the C.O.D. shipment to the consignee. (2) The carrier shall maintain a record of all C.O.D. shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment.

- (a) Number and date of freight bill
- (b) Name and address of shipper or other person or persons designated as payee
- (c) Name and address of consignee
- (d) Date shipment delivered
- (e) Amount of C.O.D.
- (f) Date collected by carrier
- (g) Date remitted to payee
- (h) Check number or other identification remittance to payee

Item 8

Proof of Delivery

\$5.00 per shipment when required to be included with the submitted invoice. EDI Plus is not an option. ProTrans will provide POD's with paper invoices or as a stand-alone file complementing an EDI invoice transaction set.

Item 9

Toll Charge

Passed through at cost for any route that requires the usage of a toll road.

Item 10

California Compliance Surcharge

Due to higher regulatory compliance costs, any shipment that originates from or is destined to the state of California shall be subject to a flat fee of \$9 and shall be billed to the paying party as identified on the Bill of Lading.

Item 11

Non-Contracted Shipments

LTL shipments moved for a customer without contracted rates will be charged at a 25% discount off of CZAR 10-1-2000 at actual class with a Minimum Charge of \$150. All charges will have ProTrans Fuel Surcharge added.

Item 12

Transportation of Hazardous Materials

Shipments classified as Hazardous Materials in the NMFC 100 Series, will be subject to a flat charge of \$35.00 per shipment in addition to all other applicable charges.

Item 13

Truck Order Not Used

\$350.00 per occurrence

When a carrier is requested to furnish a vehicle to pick-up a TL, Volume or Exclusive Use shipment and the vehicle is not used due to no fault of the carrier, and not cancelled with at least a 24-hour notice, a charge of \$350.00 per occurrence will be used against the party making the request.

Item 14

Attempted Pickup

\$95 per LTL Shipment

When a shipment is scheduled with ProTrans (via manual scheduling or via Logistics Plan), is not cancelled with at least a 24-hour notice, and a carrier arrives at the shipper to pickup; however, the shipment is not loaded by the shipper, this charge will apply.

Item 15

Inside Pickup or Delivery (Limited Access)

(1) When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the Carrier's vehicle. A charge of \$8.00 per 100 pounds, subject to a minimum charge of \$70.00 and maximum charge of \$250.00 will be applied to shipments needing this service.

(2) Service will be provided to floors above or below the level accessible to the Carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate the same, is provided without cost to the Carrier.

(3) Charges and payment for this service will follow the terms of the Bill of Lading. If charges are to be paid by a party other than debtor as prescribed in the Bill of Lading, acceptance for payment of services performed must be in writing or other acceptable form of communication. Charges for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

Item 16

Limited Delivery Area

Deliveries to areas such as but not limited to Construction Sites, Convention, Exhibit, Military, Corrections Institutions, and Airports will be charged an \$85 per shipment fee.

Item 17

Liftgate Service, Hydraulic

(1) Where a carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pick-up or delivery of the goods to or from carrier's vehicle, a charge of \$150 per occurrence will be assessed in addition to all other applicable rates and charges.

(2) Charges and payments for this service will follow the terms of the bill of lading. If charges are to be paid by a party other than debtor as prescribed on the bill of lading, acceptance for payment of services must be in writing or other acceptable form of communication. 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 vehicle.

(3) Service is restricted to 3,500 pounds per handling unit. Handling units may not exceed 48 inches in length and width.

Item 18

Cross Dock Direct (Direct Trailer Non-Transload)

\$45.00 per Direct Trailer

Use of a ProTrans yard to stage a Truckload shipment in order to be verified for Customs Brokerage purposes without any freight handling.

Item 19

After Hours Pickup or Delivery

\$75.00 per shipment

When a consignor or consignee requires or requests pickup or delivery of freight on Monday through Friday, except Holidays, after 5:00 p.m. and before 7:00 a.m. the following charges shall apply. These charges are in addition to any other applicable line haul freight charges.

Item 20

Detention

Detention with Power

\$30 for every 15 minutes after 90 minutes

Trailer Detention

\$70 per day after 24 hours

Item 21

Weighing and Inspection

Reweigh or Weight Validation

In the event that the shipper of products, goods, or commodities fails to provide the weight of a shipment on the issued Bill of Lading, ProTrans shall provide the service of weighing the shipment utilizing its Legal for Trade, company-owned scales and will update the bill of lading accordingly. A fee of \$30.00 will be assessed and follow the payment terms on the bill of lading unless otherwise indicated.

This fee will also be charged when, for any reason, it is requested by the shipper, consignee, or third party to provide weight verification of a shipment.

At its sole discretion, any shipment in its custody that is reweighed by ProTrans and results in a correction to the bill of lading original weight shall be subject to the following:

- (1) In the case where the linehaul portion of the freight charges increase by a minimum of \$5.00, a \$30.00 weight correction fee shall be assessed plus any and all applicable freight charges and fuel surcharge resulting from said reweigh. Associated accessorial charges will be modified according to the corrected weight.
- (2) Should a weight correction be applied under item (1.) above and the shipment contains mixed commodities, the variance between the actual weight and the stated weight will be modified at the rate of the highest classed article on the bill of lading.

Item 22

Stop Off

\$75 per Stop plus any additional miles at the route cost per mile (as contracted or calculated) for route deviations at Customer's direction

Item 23

Redelivery

When a shipment is tendered for delivery and through no fault of the carrier, such delivery CANNOT be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- (1) If one or more tenders, or final delivery of the shipments are made at consignee's place, a charge of \$9.50 per 100 pounds, subject to a minimum charge of \$105.00 and a maximum charge of \$500.00 shall apply for each such tender and for the final delivery.
- (2) If, in lieu of final delivery at consignee location, consignee elects to accept delivery of the shipment at carrier's premises, a charge of \$5.00 per 100 pounds, subject to a minimum charge of \$50.00 and a maximum charge of \$400.00 will be made.
- (3) All charges accruing under the provisions of this Item must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting redelivery before the shipment is redelivered.

Item 24

Protect From Freeze

When Consignor/Consignee requests a shipment be protected from freezing, the following liability provisions and charges will apply:

\$3.43 cwt., subject to a minimum charge of \$35.00 per shipment

Item 25

CFS Station Fee

Import/Export shipments requiring Carrier to pick up freight at a Container Freight Station will be subject to an additional charge of \$61.50 per shipment.

Item 26

Special Weekday Service / Labor during Normal Business Hours

Excluding Holidays

(8 a.m. – 8 p.m.) Monday-Friday

\$32.00 per hour plus other applicable charges

Special Weekday Service / Labor after Normal Business Hours

Excluding Holidays

(8 a.m. – 8 p.m.) Monday-Friday

\$32.00 per hour plus other applicable charges

Special Weekend Service / Labor After Normal Business Hours

Including Holidays or

(8 a.m. – 12 p.m.) Saturday

Sunday Closed

\$77.00 per hour plus other applicable charges

Item 27

Diversion

\$125.00 per occurrence

Change that redirects an enroute shipment to a consignee or port of destination different from the original.

Item 28

Reconsignment

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

Definitions of Reconsignment:

1. A change in the name of the consignor or consignee;
2. A change in the place of delivery within the original destination point (intra-Service Center);
3. A change in the destination point outside original destination point (inter-Service Center);
4. Relinquishment and or return of shipment at point of origin;

Charges:

A charge of \$9.50 per hundred weight (cwt), subject to a minimum of \$105.00 per shipment and a maximum charge of \$600.00 per shipment

Item 29

Supplier Noncompliance

Failure to Notify

\$75 per shipment = Normal Charges

Shipper tenders carrier with ProTrans as bill to without prior notification

Unauthorized Carrier Routing

ProTrans Carrier Costs + 25% Admin fee (\$50 min)

Supplier loads incorrect carrier and carrier runs freight direct to consignee

LOA for Non-ProTrans Shipment

Carrier Costs + 25% Admin fee (\$50 min)

Customer requests ProTrans to provide a LOA for a shipment not originally tendered by ProTrans.

Incorrect BOL

Normal transportation charges + any additional costs incurred by ProTrans

Supplier sends freight without listing the correct 3rd party on the BOL per supplier routing instruction.

Item 30

Transportation of Articles of Excessive Length

Shipments with any shipping unit or piece with a dimension exceeding 8 feet in length up to and including 12 feet in length shall be subject to an additional charge of \$125.00.

Shipments with any shipping unit or piece with a dimension exceeding 12 feet in length up to and including 16 feet in length shall be subject to an additional charge of \$300.00.

Shipments with any shipping unit or piece with a dimension exceeding 16 feet in length up to and including 20 feet in length shall be subject to an additional charge of \$600.00.

ProTrans is not required to pick up any shipment with any shipping unit that exceeds 20 feet in length. If a shipment is tendered containing a shipping unit that exceeds 20 feet and is inadvertently accepted by ProTrans, the shipment with any shipping unit or piece with a dimension exceeding 20 feet in length shall be subject to an additional charge of \$1200.00.

This charge is in addition to the otherwise applicable rates and charges. This item will not apply to shipments subject to Exclusive Use, Capacity Load, Linear Foot Rules or to TL or volume rates and charges.

Item 31

Consolidation Linear Foot (Direct pricing)

Over 16 but less than 24 feet: \$1.20 per mile plus ProTrans LH Fuel

Over 24 but less than 32 feet: \$1.80 per mile plus ProTrans LH Fuel

Over 32 but less than 40 feet: \$2.40 per mile plus ProTrans LH Fuel

Over 40 feet: \$3.00 per mile plus ProTrans LH Fuel

All freight in violation of the linear foot rule will be subject to a \$750 per minimum charge

Item 32

Storage

Storage charges shall be assessed on all shipments that are undeliverable due to no fault of the carrier. The charges shall be computed as follows:

- (1) \$0.70 for every square foot per month
- (2) First 2 days is equal to one month.
- (3) Minimum of \$20.00

Item 33

Shrink-Wrap Skid

\$3.50 per skid with \$70.00 max per trailer

Item 34

Provide Pallets

\$9.00 Per Pallet

Item 35

Cross Dock Handling: Receive Freight from another carrier

\$1.50 per cwt with \$7.50 Minimum and \$150.00 Max

Item 36

Trailer Sequencing of the contents of a trailer

\$150.00 per trailer

Item 37

Declared Value

Declared value on the Bill of Lading that is greater than the customer contracted limit of liability will result in a charge of \$5 for every \$100 of value with a per shipment minimum of \$60.