

TARIFF DBDE 100

DOUBLE D EXPRESS INC.

(MC 194471 - INTERSTATE)

(SEE ITEM 150 FOR INTRASTATE AUTHORITY)

RULES AND REGULATIONS TARIFF NO. 100

ALSO

CHARGES FOR TERMINAL AND SPECIAL SERVICES

THIS TARIFF APPLIES ONLY IN CONNECTION WITH TARIFFS GOVERNED HEREBY EXCEPT TO THE EXTENT THAT SUCH TARIFFS CONTAIN SPECIFIC PROVISIONS THAT DIFFER FROM THOSE HEREIN.

RULES AND REGULATIONS TARIFF

APPLICABLE ONLY IN CONNECTION WITH TARIFFS MAKING SPECIFIC REFERENCE HERETO.

FOR REFERENCE TO GOVERNING CLASSIFICATION, AND OTHER GOVERNING PUBLICATIONS, SEE ITEM 100.

EFFECTIVE: SEPTEMBER 1, 2002
REVISED: FEBRUARY 8, 2016

ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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SECTION 1
RULES AND OTHER GOVERNING PROVISIONS

GOVERNING PUBLICATIONS

NOMENCLATURE	ISSUING AGENT
EXPLOSIVES & DANGEROUS ARTICLES	DEPARTMENT OF TRANSPORTATION
NATIONAL ZIP CODE DIRECTORY	THE NATIONAL INFORMATION DATA CENTER
NATIONAL MOTOR FREIGHT CLASSIFICATION 100	STB NMF
MILEAGE GUIDE	PROPHECY MILEAGE & ROUTING
RATE BASIS AND MILEAGE TARIFF DBDE 501-CC	SMC
DOUBLE D EXPRESS TARIFF 200-P	Double D Express

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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SECTION 1
RULES AND OTHER GOVERNING PROVISIONS

ITEM 110

DEFINITION OF TERMS
SEE ITEM 110 IN THE CLASSIFICATION FOR OTHER DEFINITIONS

The following general definitions apply only when such terms are used in this tariff or in tariffs governed by this tariff. Where different definitions are provided for the same terms in connection with rates or other provisions, such definitions take precedence.

'AUTOMOBILE PARTS' means parts of self-propelled vehicles used on streets or highways for the transportation of persons or property including parts for freight trailers used in connection with, or in combination with, such vehicles.

'BUSINESS DAY' or 'BUSINESS HOURS' means that time during which the carrier generally conducts operations where the service is performed, usually between the hours of 8:00 a.m. and 5:00 p.m. of everyday, Monday thru Friday. Those terms do not include Saturdays, Sundays or holidays.

'CLASS' means the numerals or letters, or combinations thereof, assigned to an article or group of articles in the Classification of in exceptions thereto, for the purpose of determining the applicable rate.

'RATE' means the figure stated in cents, dollars and cents, or fractions thereof, to be used in computing the charge on property transported.

A 'SHIPMENT' consists of a lot of freight tendered to a carrier by one consignor at one place at one time for delivery to one consignee at one place on one bill of lading.

A 'PREPAID SHIPMENT' is one that the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor.

A 'COLLECT SHIPMENT' is one that 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.

'DENSITY' means where classes are applicable according to the density of articles as tendered for shipment, the word 'density' means 'pounds per cubic foot'.

- a) The cubage of loose articles or pieces, or packaged articles of a rectangular, elliptical or square shape on one plane shall be determined by multiplying the greatest straight line dimensions of length, width and depth in inches, including all projections, and dividing the total by 1, 728 cubic inches (one cubic foot). The density shall be the result of the division of the weight of the article, piece or package by the ascertained cubic feet.
- b) To determine the density of a cylindrical-shaped article or any article other than a square, elliptical or rectangular-shaped article in a single plane, square the greatest dimension on the cylindrical or other than square, elliptical or rectangular plane (multiply the dimension by itself) and multiply that result by the height or length. If result is in cubic inches, divide by 1, 728 cubic inches (one cubic foot). The density shall be the result of the division of the weight of the article by the ascertained cubic feet.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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ITEM 110

DEFINITION OF TERMS

SEE ITEM 110 IN THE CLASSIFICATION FOR OTHER DEFINITIONS

'HOLIDAY' means:

New Years' Day (January 1st)
 Memorial Day or Decoration Day
 (last Monday in May)
 Independence Day (July 4th)

Labor Day (1st Monday in September)
 Thanksgiving Day (4th Thursday in November)
 Day following Thanksgiving
 Christmas Eve (December 24th)
 Christmas Day (December 25th)

Or any other day generally observed as a holiday by the carrier at the point where the service is performed. When a holiday falls on Sunday, the following Monday will be considered as the holiday.

'INTRASTATE TRAFFIC' means traffic moving from point of origin in the state of Illinois to another point in the same state that does not move outside of the state while in transit.

'JOINT LINE TRAFFIC' includes any other carrier(s) utilized to pickup and/or deliver freight other than Double D Express and those listed in the single line traffic definition.

'LOADED TO CAPACITY' refers to the extent to which standard truck is loaded with freight, each term meaning:

- (a) That quantity of freight which when loaded in or on a standard truck equals the maximum legal load carrying capacity of the vehicle authorized by Federal, State or Municipal laws or regulations
- (b) That quantity of freight which, in the matter loaded, so fills a standard truck that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the truck
- (c) That quantity of freight which because of unusual shape of dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of a standard truck
- (d) That quantity of freight consisting of one article loaded in or on a vehicle, when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded because of the weight limitations of state or regulatory bodies.

'SEMI-TRAILER' means any vehicle that requires a power unit to sustain its forward weight and which then may be drawn by the same single mechanical power-unit and used upon the highways in the transportation of property.

'SHIPMENT' is a lot of freight tendered to the carrier by one consignor at one place at one time for delivery to one consignee at one destination on one bill of lading.

'SINGLE LINE TRAFFIC' includes Double D Express and its partners carriers as follows: Van Wyk Freight Lines, Norrenberns Truck Service, Towne Air Freight, Root River Valley Transfer, Saia Motor Freight and Sutton Transport Inc.

'STANDARD TRUCK' means a straight truck, semi-trailer, flat bed, low side or any other vehicle used to transport freight in the line-haul movement with an inside length of not less than 28 feet measured along the center longitudinal line of the vehicle floor. The combined length of double bottoms of any combination of 2 vehicles or containers used to transport freight in line-haul movement and drawn by a single power-unit will be used to determine the length of such vehicles or containers.

'THIS TARIFF' means this publication and supplements hereto.

'TRAILER' means any vehicle drawn by a single mechanical power-unit and used upon the highways in the transportation of property.

'TERMINAL AREA' of any incorporated city, village or municipality or of any community center, means in addition to the area within the corporate boundary:

The area (whether incorporated or unincorporated) within 10 miles of the corporate limits of the base city, village or

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ISSUED BY:
 KEITH PIANO
 L T L OPERATIONS MANAGER
 2930 MAY ROAD
 PERU, IL 61354

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municipality, including all or any city, village, or municipality that lies within such area.

'TARIFFS'---

- a) Tariff DBDE 501-AA, Effective November 7, 2011 – The term 'Tariff DBDE 501-AA means Rate Base and Class Tariff as described in Item 100 herein.
- b) Tariff DBDE 200-M, Effective November 7, 2011– The term 'Tariff DBDE 200-M' means Specific Commodity Rates and Mileage Commodity Rates Tariff.

ITEM 115

DEFINITIONS OF OR SPECIFICATIONS FOR VARIOUS CONTAINERS

Bags - See Item 200 in the Classification for definitions and specifications for bags.

Bags - See Items 201, 202, 203 and 204 in the Classification for definition and specifications for low-density polyethylene (LDPE) film bags, cross-laminated high-density bags, plastic semi-bulk bags and spun bonded high density polyethylene bags.

Bales - See Item 205 in the Classification for definition of or specifications for bales.

Boxes - See Items 220 to 222 in the Classification for definition of or specifications for boxes.

Buckets, Firkins or Kits - See Items 225 and 260 in the Classification for definitions or specifications for buckets, firkins or kits.

Bundles, Coils, Reels or Rolls - See Item 235 in the Classification for specifications for bundles, coils, reels or rolls.

Carboys - See Item 240 in the Classification for specifications for carboys.

Containers – See Item 230 in the Classification for specifications for rubber bulk commodity shipping containers.

Crates – See Item 245 in the Classification for definition of or specifications for crates.

Cylinders – See Item 250 in the Classification for definition of or specifications of cylinders.

Drums – See Item 255 in the Classification for definition of drums.

Drums – See Items 256, 257, 260, 291, 294, 296 and 297 in the Classification for specifications for drums.

Pails – See Items 225, 258, 260, 292 and 297 in the Classification for definition of or specifications for pails.

Pallets, Platforms, Racks or Skids – See Item 265 in the Classification for definition of elevating or lift truck pallets, platforms, racks or skids.

Skids – See Items 265 and 270 in the Classification for definition of or specifications for skids other than elevating or lift truck.

Tubes – See Item 275 in the Classification for definition of or specifications for tubes.

Tubs – See Item 292 in the Classification for definition of specifications for tubs.

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KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 120

METHOD OF CANCELLING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

When revised pages amend this tariff, the cancellation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection or other reason. Revisions of each page will be published in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number. See EXCEPTIONS. For example, 1st Revised Page 10 will have the effect of canceling Original Page 10; 45th Revised Page 12 will have the effect of canceling 44th Revised Page 12; etc.

EXCEPTION: When a specific cancellation on a prior revised page accepts a previously filed page wholly or in part, this rule does not have the effect of canceling such excepted previously filed pages or portions thereof.

ITEM 125

PRECEDENCE (PRIORITY) OF RULES

When a rule is published in this tariff covering the same service as a rule published in National Motor Freight Classification ICC NMF 100 Series, such rules published herein, to the extent of its application, will apply in lieu of the rule published in National Motor Freight Classification ICC NMF 100 Series.

ITEM 130

IMPRACTICABLE OPERATIONS

Pick-up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because:

- 1) The condition of roads, streets, driveways, alleys or approaches thereto;
- 2) Inadequate loading or unloading facilities;
- 3) Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create reasonable apprehension of danger to persons or property.

ITEM 200

WEIGHTS - DETERMINATION OF

- 1) The transportation charges for a shipment will be assessed on the gross weight of a shipment on the greater of a) the actual item; or b) cubic dimension weight determined in accordance with the balance of the item.
- 2) Cubic dimension weight will be derived from the cubic measurement of the shipment on the basis of one (1) pound for each 250 cubic inches or fraction thereof.
- 3) Cubic inches of a shipment consisting of a single piece or package will be the product of multiplying its greatest height by its greatest width by its greatest depth (all expressed in inches).
- 4) Where a shipment consists of more than one piece or package, the cubic inches of each piece and/or package shall be determined separately, as in paragraph (3) above. Each piece will stand alone in the determination of whether the actual weight or the cubic dimension will apply.

ITEM 205

ADVERTISING OR PREMIUMS – RACKS OR STANDS

See Item 310 in the Classification for provisions to apply when advertising matter premiums or store display racks or stands constitute part of a shipment.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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RULES AND OTHER GOVERNING PROVISIONS

ITEM 300

BILLS OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS

The rates and charges named herein and in tariffs and schedules making reference hereto apply only when a quantity of freight is tendered for transportation to this carrier and made subject to the provisions of the Uniform Straight Domestic Bill of Lading or Straight Bill of Lading - Short Form.

Unless otherwise agreed to in writing, contract Terms and Conditions shall be those as indicated in the carrier's Bill of Lading or in National Motor Freight Classification 100 Item 365 Uniform Bill of Lading in effect on the date the shipment is tendered to the carrier.

ONLY carrier personnel with the title of CEO, President, Vice President or Director are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. NO other person(s) is authorized.

Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight.

Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.

Reference made to Tariffs or 'Tariffs on File' means Tariffs contained in the carrier's files. Such Tariffs shall be available to shippers on request to the extent that they apply to the shipper.

ITEM 305

BILLS OF LADING – CORRECTION

- 1) Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered, unless the shipper and consignee agree, and Double D Express Inc. receives written authorization from the debtor, whether consignee or third party payor whom have established credit with Double D Express Inc. An additional charge of \$12.00 per freight bill changed will be assessed against the party responsible for the payment of the freight charges.
- 2) A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (The non-recourse clause) of the corrected bill of lading has been signed by the consignor.
- 3) A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper. An additional charge of \$12.00 per freight bill changed will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.

ITEM 400

APPLICATION OF RATES – ACCESSORIAL RATES AND CHARGES

The accessorial rates and charges in this tariff, either singly or collectively to the extent applicable, shall be assessed and collected in addition to the line-haul and all other applicable charges.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 405

APPLICATION OF RATES – LOCAL
LESS THAN LOAD (LTL)

The application of rates in tariffs governed by this tariff, the less than truckload rates in tariffs governed hereby apply as local (single-line) rates via Double D Express Inc., to serve both origin and destination points from and to which such rates apply and then only when the pick up service, the line-haul service, the delivery service and any other required services are all performed entirely by the line-haul carrier.

TRUCKLOAD (TL)

Unless provided to the contrary under carrier's exceptions to application of rates, the truckload rates in tariffs governed hereby apply as local (single line) rates via Double D Express Inc., to serve both origin and destination points from and to which such rates apply.

ITEM 410

RATE QUOTES

When carrier had furnished, either orally, in writing or via the Double D Express website, an estimate of published tariff charge, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to carrier.

Estimates of freight charge are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges. Charges furnished in rate quotes are not binding either on the carrier or the shipper. All rate quotations expire 30 days from the original quotation date. Once a rate quotation is used, the rate confirmation is no longer valid.

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the weight, commodity or commodities shipped and transportation and related services performed in connection therewith.

ITEM 415

PRICING AGREEMENTS

Tendering shipments into the Double D Express Inc. system on or after the effective date of pricing agreement is acceptance of pricing terms, including liability, released value and applicable accessorial and special charges.

ITEM 420

FREIGHT CHARGES

Freight charges are the primary responsibility of the debtor as indicated on the original shipping document. If the original debtor does not pay transportation charges within 30 days of the date of invoice, the shipper/consignee assumes full responsibility to pay this carriers charges in full. If the debtor is not indicated on the original shipping document, all charges will be the responsibility of the consignor.

Should it be necessary for this carrier to utilize the services of a collection agency or to resort to other legal action in order to collect any outstanding freight charges, all costs involved, including reasonable attorney fees, in doing so, plus a surcharge of twenty (20) percent will be added to all other applicable charges and will be considered as a part of the outstanding freight charge. In addition to the above mentioned, applicable rates and charges not paid in full within the terms of the freight bill will be subject to full class tariff rates, and/or charges without application of discount, allowances or any other reductions.

When payment tendered to Double D Express is returned to Double D Express as unpaid, a service charge of \$30.00 will apply to each check or payment type. This fee will apply with each attempt to process payment.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 425

PRECEDENCE OF RATES

The classes as provided in tariffs governed by this tariff or in the National Motor Freight Classification publication (NMF 100) will govern except when an individual private tariff has been issued and is currently on file at Double D Express' corporate office.

NOTE 1: In the event a shipper, consignee or a third party, each has a published negotiated discount, commodity rate or contract rate applicable to its freight charges on a shipment, those provisions applicable to the payer of the freight charges will apply. This application shall apply regardless of the comparison of each published rate.

NOTE 2: All shipments tendered to Double D Express, regardless of the payor of the freight charges, are subject to reweigh and inspection.

NOTE 3: A height of not less than 96 inches shall be used in determining the dimension of the freight of which Any other freight cannot be loaded because of:

- (a) Packaging or lack of packaging used
- (b) The nature of the product shipped
- (c) Specific instructions on the bill of lading or freight stating that the shipment is non - stackable

NOTE 4: All published pricing is subject to review shall the shipment exceed 3 pallets or 10,000 pounds.

ITEM 427

DENSITY GUIDELINES

Commodity Classification Standards Board Density Guidelines	
Minimum Average Density (in pounds per cubic foot)	Class
50	50
35	55
30	60
22.5	65
15	70
13.5	77.5
12	85
10.5	92.5
9	100
8	110
7	125
6	150
5	175
4	200
3	250
2	300
1	400
Less than 1	500

Note 1: Unless otherwise stated, where the rate is dependent, upon the applicable NMFC class, the class will be determined based on the most specific description in the NMFC. The applicable class will apply except where it is determined that the density of the shipment does not meet the density/class guidelines published in item 427 for the applicable class. In such instances, the class shall be the class corresponding to the density/class guidelines except that where the shipment density indicates density/class guidelines, such higher class will be applicable to the shipment.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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SECTION 1
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TEM 430

DISPOSITION OF FRACTIONS

In the computation of charges, omit fractions of less than one-half (1/2) of one cent and increase to next whole number, fraction of one-half (1/2) of one cent more.

ITEM 435

PREPAYMENT – THIRD PARTY BILLING

- 1) When a party other than the consignor or consignee on the Bill of Lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the Bill of Lading and shipping order at time of original tender.
- 2) Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with this carrier and also guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed.
- 3) Shipments made subject to the provisions of this item must be billed as "Prepaid".
- 4) The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item.
- 5) When consignor or consignee instruct the carrier to bill the freight charges to a third party and such information is not shown on the Bill of Lading at the time of shipment, an additional charge of \$25.00 will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the party billed for the freight charges.

ITEM 440

MINIMUM CHARGE – LESS CAPACITY LOADS

Except as otherwise provided in this tariff or except a shipment for which consignor has ordered exclusive use of vehicle, the lowest charge for any shipment less than a capacity load and transported at one time shall be the rate applicable to and at the actual weight of each article in the shipment, subject to a minimum weight per shipment of 100 pounds. However, the charge for a single shipment shall in no case be less than \$69.00 for Illinois intrastate shipments. Please see attached minimum charge sheet.

NOTE 1 – Any deficit weight in a mixed shipment will be charged for at the rate applicable to the lowest rated of such articles.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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SECTION 1
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ITEM 500

FUEL SURCHARGE
APPLICATION OF SURCHARGE (See Notes 1, 2, 3 & 4)
Revised 9/1/2014

All charges for line haul transportation resulting from rates and/or charges, named in this tariff of contracts or other tariffs subject to this tariff, are hereby or will on their effective dates be increased as provided below, for the period this supplement is in effect.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be further subject to the fuel surcharge provided herein.

Truckload Fuel applies on shipments greater than 10,000 pounds and/or on shipments greater than 10 pallet spaces (based on 48x48x48).

The net line haul charge will be subject to a fuel surcharge as provided on the following page. The U.S. National Average On-highway Diesel Price as provided by the U.S. Department of Energy (D.O.E.) will determine the amount of the fuel surcharge. The current On-highway Diesel price may be obtained by calling 1-202-586-6966 (24 hours per day) or on the Internet at: eia.doe.gov

The U.S. National Average On-highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding Wednesday based on the above reference U.S. D.O.E On-highway Diesel Price.

EXAMPLE: D.O.E. U.S. National Average On-highway Diesel Price announced on Monday, 8-5-2002, will be used to determine the Fuel Surcharge which will become effective on Wednesday, 8-7-2002.

NOTE 1 – Fractions of less than one-half cent will be dropped; Fractions of one-half or greater will be increased to the next whole cent.

NOTE 2 – The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.

NOTE 3 – The term "LINE HAUL CHARGES" referred to herein apply to all charges other than accessorial charges.

THE D.O.E. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE:	
AT	BUT LESS THAN	10,001 pounds or greater apply Truckload FSC LTL	10 pallet spaces or greater apply Truckload FSC TRUCKLOAD
\$2.00	\$2.05	13.00%	20.00%
\$2.06	\$2.10	13.50%	20.50%
\$2.11	\$2.15	14.00%	21.00%
\$2.16	\$2.20	14.50%	21.50%
\$2.21	\$2.25	15.00%	22.00%
\$2.26	\$2.30	15.50%	22.50%
\$2.31	\$2.35	16.00%	23.00%
\$2.36	\$2.40	16.50%	23.50%
\$2.41	\$2.45	17.00%	24.00%
\$2.46	\$2.50	17.50%	24.50%
\$2.51	\$2.55	18.00%	25.00%
\$2.56	\$2.60	18.50%	25.50%

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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THE D.O.E. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE: 10,001 pounds or greater apply Truckload FSC 10 pallet spaces or greater apply Truckload FSC	
AT	BUT LESS THAN	LTL	TRUCKLOAD
\$2.61	\$2.65	19.00%	26.00%
\$2.66	\$2.70	19.50%	26.50%
\$2.71	\$2.75	20.00%	27.00%
\$2.76	\$2.80	20.50%	27.50%
\$2.81	\$2.85	21.00%	28.00%
\$2.86	\$2.90	21.50%	28.50%
\$2.91	\$2.95	22.00%	29.00%
\$2.96	\$3.00	22.50%	29.50%
\$3.01	\$3.05	23.00%	30.00%
\$3.06	\$3.10	23.50%	30.50%
\$3.11	\$3.15	24.00%	31.00%
\$3.16	\$3.20	24.50%	31.50%
\$3.21	\$3.25	25.00%	32.00%
\$3.26	\$3.30	25.50%	32.50%
\$3.31	\$3.35	26.00%	33.00%
\$3.36	\$3.40	26.50%	33.50%
\$3.41	\$3.45	27.00%	34.00%
\$3.46	\$3.50	27.50%	34.50%
\$3.51	\$3.55	28.00%	35.00%
\$3.56	\$3.60	28.50%	35.50%
\$3.61	\$3.65	29.00%	36.00%
\$3.66	\$3.70	29.50%	36.50%
\$3.71	\$3.75	30.00%	37.00%
\$3.76	\$3.80	30.50%	37.50%
\$3.81	\$3.85	31.00%	38.00%
\$3.86	\$3.90	31.50%	38.50%
\$3.91	\$3.95	32.00%	39.00%
\$3.96	\$4.00	32.50%	39.50%
\$4.01	\$4.05	33.00%	40.00%
\$4.06	\$4.10	33.50%	40.50%
\$4.11	\$4.15	34.00%	41.00%
\$4.16	\$4.20	34.50%	41.50%
\$4.21	\$4.25	35.00%	42.00%
\$4.26	\$4.30	35.50%	42.50%
\$4.31	\$4.35	36.00%	43.00%
\$4.36	\$4.40	36.50%	43.50%
\$4.41	\$4.45	37.00%	44.00%
\$4.46	\$4.50	37.50%	44.50%
\$4.51	\$4.55	38.00%	45.00%
\$4.56	\$4.60	38.50%	45.50%
\$4.61	\$4.65	39.00%	46.00%
\$4.66	\$4.70	39.50%	46.50%

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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THE D.O.E. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:		THE FUEL SURCHARGE WILL BE: 10,001 pounds or greater apply Truckload FSC 10 pallet spaces or greater apply Truckload FSC	
AT	BUT LESS THAN	LTL	TRUCKLOAD
\$4.71	\$4.75	40.00%	47.00%
\$4.76	\$4.80	40.50%	47.50%
\$4.81	\$4.85	41.00%	48.00%
\$4.86	\$4.90	41.50%	48.50%
\$4.91	\$4.95	42.00%	49.00%
\$4.96	\$5.00	42.50%	49.50%
\$5.01	\$5.05	43.00%	50.00%
\$5.06	\$5.10	43.50%	50.50%
\$5.11	\$5.15	44.00%	51.00%
\$5.16	\$5.20	44.50%	51.50%

ITEM 510

ILLINOIS TOLL SURCHARGE

A \$3.00 charge will apply to each shipment originating from or destined to the following three digit zip codes: 600, 601, 602, 603, 605, 606, 607 and 608.

ITEM 515

NEW YORK CITY TOLL SURCHARGE

A toll surcharge of \$175.00 per load will apply on any Truck Load shipment destined for the Burroughs of New York Or Long Island.

ITEM 520

SPECIAL HIGH COST DELIVERY SURCHARGE

Shipments destined to or shipping from North Dakota zip codes 58301 thru 58899 will be subject to an additional surcharge of \$35.00 per shipment.

Shipments destined to or shipping from Minnesota zip codes 56601 thru 56799 will be subject to an additional surcharge of \$35.00 per shipment.

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KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 600

BLIND SHIPMENTS

When carrier is required to conceal any company name an additional charge of \$60.00 will be assessed against the party requesting the blind shipment.

ITEM 605

COLLECT ON DELIVERY

Shipments must be tendered on a Bill of Lading with the letters "COD" stamped, typed or written on all such bills of lading and shipping orders. Only one COD 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 and phone numbers of consignor and consignee must be shown on the bill of lading and shipping order.

The charges for collecting and remitting the amount of each COD shipment will be based on 3.5% of the amount to be collected, subject to minimum charge of \$25.00 and a maximum charge of \$160.00.

The mode of collection, personal company check, certified check or cash, must be shown on the Bill of Lading at time of pickup.

Carrier will, upon written request from the consignor, change the status of a COD shipment, by increasing, reducing or canceling the amount of COD, subject to the following provisions:

- a) The delivering carrier must receive the request in time to accomplish the change requested prior to effecting delivery of shipment.
- b) A charge of \$12.00 per shipment will be made for increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.
- c) Carrier will, upon written authorization from consignor, 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 \$12.00 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 as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

NOTE 1 – Carrier will pick up an apparently valid check in payment; however, the shipper bears the risk of nonpayment and forgery.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 610

COLLECTION OF FREIGHT CHARGES FROM A THIRD PARTY

- 1) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment.
- 2) When the consignor requests the carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed.
- 3) When the consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading and shipping order at the time of shipment, an additional charge of \$12.00 will be assessed for a new billing in addition to all other applicable charges. The additional charge will be assessed against the party billed for the freight charges.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 615

CONTROL AND EXCLUSIVE USE OF VEHICLE

PART 1 - CONTROL OF VEHICLE

Except as provided in Exclusive Use of Vehicle in this Item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported. The carrier has control of the vehicle and the unrestricted right to:

- 1) Select the vehicle or vehicles for the transportation of a shipment;
- 2) Transfer the shipment to other vehicles;
- 3) Load other freight in the same vehicle with any shipment.
- 4) Remove locks or seals applied to the vehicle.

PART 2 - EXCLUSIVE USE OF VEHICLE

Upon request by the consignee, the exclusive use of a freight-carrying vehicle will be assigned to the transportation of a shipment, subject to the following conditions:

- 1) Only one freight-carrying vehicle per shipment will be furnished. If freight is tendered in a quantity that will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second bill of lading. In such instances, unless demand for the exclusive use of another vehicle is made, the second shipment will be transported under the provisions of Control of Vehicle in this Item.
- 2) Charges will apply to each vehicle used to transport the shipment.
- 3) The order must be given in writing, attached and referred to or inserted in the Bill of Lading and shipping order in substantially the following form: "Exclusive use of vehicle demanded. Seal number, if any _____ applied. Charges are agreed to and will be paid or guaranteed by _____".
- 4) When Bill of Lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- 5) The vehicle will be devoted exclusively to the transportation of the shipment without transfer of lading and without the breaking of seals, if any have been applied, except in cases of emergency when the shipment will be given the exclusive use of the vehicle to which it is transferred.
- 6) In the event of a lock or seal being removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate the accompanying papers with a new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee.
- 7) When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in the possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the Bill of Lading contract.
- 8) Stop-off for partial loading or partial unloading will not be permitted on shipments transported under provisions of Part 2.

PART 3 – EXPEDITED SERVICE

When the consignor or consignee requests expedited service, the carrier will furnish appropriate equipment, if available for such service. The term 'expedited service' as used herein means that the immediate dispatch of the appropriate equipment, vehicle or trailer will be made and pickup and delivery will be accelerated and that the shipment will be handled with other than normal dispatch. When expedited service is requested, the Bill of Lading and Shipping Order must be endorsed with the term 'Expedited Service Requested' prior to acceptance of the shipment.

PART 4 – CHARGES

When the consignor or consignee requests the exclusive use of a vehicle or expedited service, the following provisions will apply:

CONTINUED ON FOLLOWING PAGE

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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- 1) The consignor may not execute the non-recourse stipulation of Bill of Lading and to this extent; section 7 of the contract terms and conditions of the Bill of Lading will not apply. (This paragraph not applicable on shipments moving on government Bills of Lading.)
- 2) Charges will be computed at the rates and weights applicable to the shipment subject to a minimum charge based upon the class 100 scale 20M rate at 18,000 pounds applicable between point of origin and destination.
- 3) Charges are to be paid or guaranteed by the party requesting the services.

Note1 – “Charges” and “minimum charges” as used in this item mean the line-haul transportation charges and do not include accessorial charges of any kind that shall be assessed in addition thereto.

Note 2 – “Vehicle” and “freight vehicle” as used in this item mean a truck or trailer but not a truck and trailer combination.

ITEM 620

DETENTION – TRUCKLOAD VEHICLES WITH POWER UNITS
CONTROL AND EXCLUSIVE USE OF VEHICLE

- 1) 1 hour free time will be allowed per vehicle to load or unload.
- 2) Time will be computed from time of arrival or appointment time, whichever is later, until vehicle is released along with appropriate bill of lading or signed delivery receipt.
- 3) Time beyond free time will be charged \$35.00 for each 15 minutes or fraction thereof until vehicle is released, subject to a \$140.00 minimum charge.

ITEM 621

DETENTION – TRUCKLOAD VEHICLES – DROPPING OR PICKING UP TRAILERS

- 1) 30 minutes free time will be allowed per vehicle after the scheduled appointment time.
- 2) Time will be computed from the time of arrival or appointment time, whichever is later, until vehicle is released along with appropriate bill of lading or signed delivery receipt.
- 3) Time beyond free time will be charged \$35.00 for each 15 minutes or fraction thereof until vehicle is released, subject to a \$70.00 minimum charge.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 625

DETENTION – LTL OR AQ SHIPMENTS

When carrier's vehicles are delayed by consignor or consignee on less-than-truckload shipments the following will apply:

- 1) Time will be computed from time of arrival or appointment time; whichever is later, until vehicle is released along with appropriate bill of lading or signed delivery receipt.
- 2) Time beyond free time will be charged \$30.00 for each 15 minutes or fraction thereof until vehicle is released.
- 3) When two or more shipments are tendered for pickup from one consignor for delivery to one consignee at one site the total weight of such shipments will be used in determining the free time allowed and the resultant detention charges.

When a shipment Weighs in pounds (See Note 3)	Free time in minutes Allowed for Loading or unloading	Detention charges for each 15 minute minimum period or Fractions thereof in excess Of free time
1 to 2,500	15 MINUTES	\$30.00
2,501 to 5,000	30 MINUTES	\$30.00
5,001 to 7,500	45 MINUTES	\$30.00
7,501 but less than 10,000	60 MINUTES	\$30.00

ITEM 630

DETENTION – VEHICLES WITHOUT POWER UNITS

A trailer detention charge will be \$35.00 per day after 24 hours of free time. Time will start at 7:00 a.m. the day after the trailer is dropped and there will be no charge for Saturday or Sunday.

ITEM 635

INSIDE DELIVERY FEE/LIMITED ACCESS

Inside deliveries made by carrier's driver or if noted on Bill of Lading 'Inside Delivery Required' the following charges will apply:

Per 100 Pounds	Minimum Charge	Maximum Charge
\$9.00	\$90.00	\$450.00

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L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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NOTE 1: Inside Delivery is defined as a delivery where the carrier's driver is required to deliver the shipment inside or beyond the first set of doors in a consignee's building. Pickup and delivery services do not include delivery to or removal from basements or floors not directly accessible to the highway vehicle of this carrier or its agents, nor does it include packing, unpacking, erecting, dismantling, inspection of property or other such services.

NOTE 2: The term "Pickup" as used in this tariff means service performed by this carrier or its agent in calling for and collecting from a platform, doorway or shipping room directly accessible to the highway vehicle of this carrier or its agent at a warehouse, factory, store, place of business, or private residence.

NOTE 3: The term "Delivery" as used in this tariff means service performed by this carrier or its agent in transporting freight to a platform, doorway or receiving room directly accessible to the highway vehicle of this carrier or its agent at a warehouse, factory, store, place of business or private residence.

NOTE 4: In no case shall the vehicle of this carrier or its agent be pushed or towed by other equipment in order to reach such place of loading or unloading.

NOTE 5: Shipments are subject to both Limited Access and Inside Delivery in addition to all other applicable charges including other accessorial charges and the original freight cost.

NOTE 6: Freight not adjacent to vehicle is defined as a pickup or delivery in which driver must hand unload/load freight due to the absence of a dock, forklift or adequate loading/unloading facility and equipment.

ITEM 640

HAZARDOUS MATERIALS – HANDLING OF

Commodity or commodities listed in J.J. KELLER HAZARDOUS MATERIALS GUIDE, in straight or mixed shipments with other commodities, will be subject to a charge of \$24.00 per shipment. This charge will be in addition to the otherwise applicable line haul charges and will not be subject to any further discount.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 645

DISPOSITION OF DAMAGED HAZARDOUS MATERIALS

It is the responsibility of the shipper and/or owner of the goods to properly dispose of hazardous materials in compliance with all applicable state and federal laws, in the event the goods are damaged while in the care of Double D Express Inc. or one its agents, based on the following guidelines:

The damaged shipment is contained so as not to cause any harm to environment, equipment, employees or any other person who may come in contact with this shipment.

This carrier or its agent will return this damaged shipment at no charge to the pertinent party for disposal.

Reimbursement for the proper disposal of the affected hazardous material will be settled through the claim process as defined in this publication.

ITEM 650

CONSOLIDATION AND DISTRIBUTION OF POOL SHIPMENTS

- 1) Except as otherwise provided in this tariff or in tariffs or schedules making reference hereto, consolidation and distribution will be provided subject to the following provisions:

Consolidation and distribution will be performed only on shipments moving on one bill of lading from one shipper at one point of origin or in care of this carrier's consolidation point to one consignee at one point of destination or at one point of distribution at this carrier's distribution point.

Freight charges from point of origin to point of consolidation and from point of origin to point of distribution must be prepaid.

All consolidation and handling charges must be paid by the consignee; all distribution and handling charges must be paid by the shipper.

On each unit or lot of freight which the consignee and/or consignor elects to make its own arrangements for pickup and/or delivery service and which unit or lot of freight is accepted or picked up by the consignee and/or forwarding carrier beyond, at this carrier's freight dock or platform, a handling fee of one half cent per pound (\$.005) will be assessed subject to a minimum charge of \$15.00 and a maximum charge of \$100.00.

ITEM 655

NOTIFICATION PRIOR TO DELIVERY

When any shipment is tendered to carrier for delivery with a request that the consignee be notified prior to delivery by telephone, fax or e-mail, a charge of \$14.00 will be assessed. Such charge shall be in addition to all other lawful and legal charges.

ITEM 660

OVER DIMENSION FREIGHT – LTL SHIPMENTS

Any LTL shipment tendered to Double D Express Inc. for delivery or pick up of which any portion of the shipment exceeds 12 feet, will be subject to the applicable class rate with a 50% discount. (no class exceptions will apply)

- A. Over dimension freight may not be loose. Freight must be crated or banded to wooden runners in order to stabilize so that movement will not occur while in transit.
- B. There will be a maximum length of 12 feet if moving to a point other than Double D points serviced from Peru (PRU) or Riverton (RIV).

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KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 665

LINEAR FOOT RULE

For shipments requiring more than 12 linear feet of a vehicle, the minimum charge per shipment will be calculated at the current NMFC Class 85, at a weight of 500 pounds per lineal foot. The customer's current discount will apply, excluding their FAK. This item is applicable when the shipment requiring more than 12 linear feet meets any one of the following conditions:

- 1) The quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 12 or more linear feet of a vehicle across the usable width of the vehicle.
- 2) The quantity of freight must be loaded in accordance with the weight and size limitations of city, state or federal regulatory bodies.
- 3) The shipper requests shipment not be double stacked, top loaded or otherwise handled to more efficiently use the linear feet of a vehicle. In such cases, the linear feet occupied to the shipments shall be figured on the basis of the total linear feet used when loaded according to the shippers' request.

ITEM 670

PICKUP OR DELIVERY SERVICE – SAME DAY

When the carrier is requested to perform same day pickup and delivery service on a shipment, and this is actually performed, an additional charge of \$95.00 will be assessed to the party requesting this service. Standard freight charges will remain in addition to the same day fee.

NOTE 1 – Service performed during other than normal business hours (8:00 a.m. to 5:00 p.m. Monday thru Friday)

ITEM 675

PICKUP AND/OR DELIVERY SERVICE – AFTER HOURS

When a shipper or consignee requests pickup and or delivery services of a shipment at other than normal business hours and carrier is able to perform such service a charge of \$110.00 per man-hour will be assessed for such service in addition to all applicable charges.

ITEM 680

PICKUP OR DELIVERY – PRIVATE RESIDENCE OR RURAL ROUTE

When carrier is requested to make a residential or rural route delivery, the total charges will be subject to an additional charge of \$75.00 per bill of lading per delivery location.

ITEM 685

PICKUP OR DELIVER – OTHER THAN NORMAL BUSINESS HOURS

*This also includes pickup or deliveries requiring driver to begin prior to his/her regular start time.

When consignor or consignee requests carrier to pickup or deliver freight, or start an employee early or extend his/her work day to accommodate shipment requirements, such service will be subject to a charge of \$110.00 per man per hour or fraction thereof and a minimum charge of \$360.00

NOTE 1 – The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service after normal business hours. If a delivery date is specified on the bill of lading and shipping order and it is outside of normal business hours, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

NOTE 2 – Time shall be computed beginning from carrier's terminal or point of dispatch to the consignor's loading

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KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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dock or the consignee's unloading dock and ending with completion of loading or unloading and receipt by carrier driver of signed bill of lading or receipt for delivery. For Holiday, Saturday or Sunday deliveries, the completion will end upon the return of carrier driver to dispatching terminal.

NOTE 3 – The provisions of this item also apply when consignor or consignee requests carrier to place or pickup an empty trailer (vehicle without power units) on Saturday even though the actual pickup and or delivery of freight may occur on a day other than a Saturday. The charge for this service will be \$360.00 per man per day or fraction thereof.

NOTE 4 – Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

NOTE 5 – All charges accruing under the provisions of this item are in addition to all other lawful charges.

ITEM 690

PICKUP OR DELIVERY SERVICE – SPECIAL LOCATIONS

- a) An additional fee of \$30.00 will be added to all shipments picked up from or delivered to schools, universities, government installations, hotels, motels, malls, churches or construction sites.
- b) An additional fee of \$30.00 will be added to all shipments picked up from or delivered to a "Utility Site". The term "utility site" shall be defined as a power generation station, whether nuclear, thermal, and hydroelectric or fossil fuel, pumping station or wind farms located outside the normal commercial pickup and delivery region of the carrier for a town or city.
- c) An additional fee of \$100.00 per hour will be assessed from the time of arrival until the time of departure. Whenever a carrier makes a pickup or delivery at Expo Centers such as McCormick Place, The Donald E. Stephen's Convention Center, Navy Pier in Chicago, IL or All State Arena in Rosemont, IL. Class rates only. Will apply with no discount, reductions or allowances of any kind allowed. No free time will be allowed. Any parking fees paid by the carrier will be charged to the customer.

ITEM 695

PICK UP OR DELIVERY SERVICE - FAIRGROUND CHARGE

All less than truckload shipments picked up or delivered within the Illinois State Fairgrounds at Springfield will be subject to an additional charge of \$50.00 per shipment. This charge applies only for the period beginning at 12:01 a.m. of the opening day of the fair and ending at 11:59 p.m. of the closing day of the same fair and shall be in addition to all other lawful charges.

ITEM 700

PROOF OF DELIVERY

When the consignor, consignee or debtor requests a copy of proof of delivery a fee of \$4.00 will be charged. The additional charge will be assessed against the party requesting the copy of proof of delivery.

ITEM 705

PROTECTIVE SERVICE

HEATER SERVICE OR SHIPMENT CONTAINING ARTICLES REQUIRING PROTECTION FROM FREEZING

When the Bill of Lading or shipping document is notated "Protect from Freezing" "heater service requested", or words of similar import, and the service is provided, the rate to apply on such a shipment will be an additional \$2.25 per one hundred pounds, subject to a minimum charge of \$25.00 and a maximum charge of \$350.00.

Carrier will accept shipments of commodities subject to freezing based on the following guidelines:

- 1) Shipments must be tendered Monday, Tuesday, Wednesday or Thursday only and must be destined to overnight service points only.
- 2) Carrier reserves the right to refuse to pickup shipments due to extreme cold weather at origin or destination.
- 3) Shipments may be held during transit to protect from freezing during extreme cold spells.
- 4) All shipments tendered under this policy must have words "FREEZABLE" or PROTECT FROM

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KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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FREEZING" marked on the freight and noted in the body of the bill of lading.

- 5) There will no recourse for shipper or consignee regarding late delivery of a shipment that is held for protection from extreme cold.
- 6) Local terminal dispatch must be advised when pickup is called in that shipment contains freezables.
- 7) All claims must be executed on standard claim forms and are subject to rules and regulations regarding determination of liability of payment.

ITEM 710

STORAGE FEES

Storage will be provided for undeliverable shipments at \$5.50 per one hundred pounds per day, or fraction thereof per 24 hours, with a \$55.00 minimum and \$75.00 maximum charge per 24-hour period. Storage fee will commence at 7:00 a.m. the next workday after notification (Saturdays, Sundays and holidays excluded).

NOTE 1: Storage charges for freight awaiting line haul transportation will begin at 7:00 a.m. the date after the freight is received by this carrier.

NOTE 2: Storage charges for undelivered freight will begin at 7:00 a.m. the first business day after notice of arrival has been given, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice had been given.

NOTE 3: Storage charges under this item will end when this carrier is enabled to deliver or to transport the freight as a result of an action by the consignor, consignee, owner or customs official.

ITEM 715

RECONSIGNMENT OR DIVERSION

- 1) The fee for reconsignment to another city will be the tariff rate from and to the point of reconsignment.
- 2) A fee of \$3.75 per one hundred pounds with a \$42.00 minimum and \$405.00 maximum charge for reconsignment to another address in the same terminal area as follows:
 - a) Reconsignment received after delivery has been attempted.
 - b) Request to return shipment to consignor when received prior to shipment leaving original terminal.

ITEM 720

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

Actual tender of delivery at consignee's place constitutes the notice of arrival of a shipment. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.

- 1) The notice will be given by telephone, if convenient and practicable, otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
- 2) If the consignee's address is unknown to the carrier, the notice will be mailed to him/her at the post office serving the point of destination shown on the bill of lading.
- 3) In the case of notification by mail, the notice will be deemed to have been given (that is, received by addressee) at 8am on the first business day after it was mailed. If the freight cannot be delivered because of consignee's refusal or inability to accept it or because carrier cannot locate the consignee or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly in Items 500 and 501, as the case may be.
- 4) Undelivered freight will be subject to the applicable storage charges or detention charges named elsewhere in this tariff.
- 5) On undelivered shipments, disposition instructions received prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage or detention liability.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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NOTE 1: Shipment is subject to any additional charges as listed in this tariff.

ITEM 725

REDELIVERY

Additional tenders and final delivery will be subject to the following charges: \$3.75 per 100 pounds, subject to a minimum charge of \$62.00 per shipment and a maximum charge of \$425.00 per shipment. These charges are in addition to all other lawful charges applicable to the shipment including any accrued storage charges.

ITEM 730

UNDELIVERED RETURNED SHIPMENTS

Any shipment undelivered when returned to the shipper shall be returned at the same charge tariff rates from the point of return as origin to the original origin of the shipment (the destination of the returned shipments.)

NOTE – The applicable rates in effect on the date of the returned shipment will be applied on such returned movement and shall be in addition to all other applicable charges.

ITEM 735

EXTRA LABOR

If the shipper or consignee requests extra labor be made available to assist this carrier's driver in the loading or unloading of this carrier's vehicle, a charge of \$50.00 per hour per extra labor will be assessed in addition to all other lawful charges applicable to the shipment. A minimum charge of two hours will be automatically assessed, with timing being from portal to portal. Additional charges of \$50.00 per labor-hour or portion thereof will be assessed in 15-minute increments.

ITEM 736

LUMPER FEE

All consignees requiring lumper services to unload freight will be subject to a separate charge above the tariff rates and all other applicable accessorial charges. Lumper fees, as billed to Double D Express, will be billed to the payor of the original freight charges as indicated on the bill of lading. The rate for this service will be equal to the amount billed to Double D Express by provider of lumper service with the minimum charge of \$30 per shipment. A processing fee of \$.80 per one hundred pounds of total shipment weight may be applied.

ITEM 740

MARKING OR TAGGING FREIGHT

The provisions of Item 580 in the Classification apply – however, carrier will at the request of the consignor or consignee change or alter according to instructions the markings or tags on any packages or pieces of freight subject to the charge of \$2.00 per package or piece of freight, subject to a minimum charge of \$25.00

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

ITEM 745

SEALING OF TRUCKS

Any seals or locks applied to vehicles may be removed at the option of the carrier, via which such vehicle is moving, for the purpose of adding or transferring freight for better utilization of equipment or for the purpose of inspection of the lading or equipment.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 750

TERMINAL SERVICES

- 1) Verification of shipment weight. When carrier or agent believes it is necessary to verify the stated weight of a shipment as tendered, the carrier or agent shall weigh the shipment or cause the shipment to be weighed. If the stated weight is found to be inaccurate, the carrier or agent shall correct the weight accordingly. Freight charges must be assessed on actual gross weight of the shipment, unless otherwise provided.
- 2) If, due to an act or omission on the part of the consignor, consignee or owner of shipment, this carrier is required to re-invoice the freight charges after having once submitted billing, an additional charge of \$12.00 will be assessed against the party requiring changes to be made.
- 3) When requested by the consignor, consignee or owner of a shipment, this carrier will provide service to reposition trailers at a consignor or consignee's facility. The charge for this service is 75 cents per round trip mile between this carrier's terminal and the location of the trailer, subject to a minimum charge of \$50.00.
- 4) Inspection of Property. When carrier's agent believes it is necessary that the contents of packages be inspected he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description.

ITEM 755

LIFT GATE AND STRAIGHT TRUCK SERVICE
CALL FOR AVAILABILITY

- 1) When a lift gate or straight truck is requested for delivery or pickup of a shipment the following rates will apply in addition to published tariff rates (freight charges) and all other applicable accessorial charges.
 \$95.00 Three digit zip codes 600 – 608, 613;
 \$175.00 Three digit zip codes 609,610, 611, 612, 614-627
- 2) The charge for this service shall be paid by the party for whom the service is performed or guaranteed by the shipper.
- 3) Carrier is not obligated to perform lift gate and/or straight truck service when suitable equipment and operators are safe and accessible to the vehicle at time of delivery or pickup.
- 4) Written request for such service must be received by carrier, from payor of the service charges, prior to delivery arrangements.

NOTE 1: Carrier will furnish above-mentioned equipment only if equipment is available at time of request.

ITEM 760

SORTING AND SEGREGATING FREIGHT

When carrier is required to sort and/or segregate a shipment or unload pallets and restack according to customer specifications, the charge of \$.80 per 100 pounds with a minimum charge of \$55.00 will apply in addition to all other lawful charges applicable to the shipment.

**PLEASE NOTE – THE FOLLOWING CHARGES WILL APPLY WHEN DELV. TO
FOOD WAREHOUSE LOCATIONS IN MINNESOTA , WISCONSIN
AND FARGO**
 \$1.60/PKG OR \$4.75 CWT – WHICHEVER IS GREATER
 WITH A \$90.00 MINIMUM CHARGE – DETENTION FEES
 MAY ALSO APPLY

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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ITEM 765

DISTANCES – TRUCKLOAD DIVISION

Except as otherwise provided herein or in tariffs or schedules making reference hereto, mileage shown in the current version of Prophecy, amendments thereto and subsequent reissues thereof, shall be used to determine distances between points of origin and points of destination on applicable shipments. In the determination of miles, a fraction of a mile shall be considered as a mile in all instances.

ITEM 770

STOPOFFS GENERAL APPLICATION

Shipments received from 1 consignor at 1 point at 1 time for 1 consignee at 1 destination and covered by 1 Bill of Lading may be stopped for partial loading or for partial unloading subject to the provisions set forth in Items 900.1 and below.

Charges on shipments stopped for partial unloading must be prepaid, except that shipments may be shipped collect when the following requirements have been complied with:

- 1) All charges to be collected from the consignee at final delivery destination, and so noted on the Bill of Lading, or
- 2) Freight charges are guaranteed by the shipper, and so noted on the Bill of Lading, or
- 3) A third party may be designated to pay all freight charges, and so noted on the Bill of Lading.
- 4) The shipper does not sign the Bill of Lading "without recourse" provisions of Section 7.

ITEM 770.1

STOPOFF CHARGES - LTL

Shipments stopped for partial loading or unloading will be subject to a stop off charge of \$75.00 for each such stop exclusive of the initial pickup and final delivery stop, when combined shipment weight is 10,000 pounds or greater and/or the shipment utilizes 12 or more linear feet of trailer space.

STOP OFF CHARGE – TL

Shipments stopped for partial loading or unloading will be subject to a stop off charge of \$125.00 for each such stop exclusive of the initial pickup and final delivery stop, when combined shipment weight is 10,000 pounds or greater and/or the shipment utilizes 12 or more linear feet of trailer space.

ITEM 770.2

STOPOFF SHIPPING INSTRUCTIONS

See Item 900 for Application

Arrangements for any stop off service must be made with the carrier before shipment or any portion thereof is tendered for transportation.

Any Bill of Lading shall designate the points as well as any places therein at which shipment is to be stopped for partial loading or for partial unloading and shall specify the quantity, markings and descriptions of articles to be loaded or unloaded. Any Bill of Lading shall also designate the name and address of the party or parties authorized to accept freight to be unloaded or authorized to tender freight for loading at the point or place of stop off and billing agent shall show such information on freight bill. The party or parties authorized and designated by consignor to accept or tender freight at a point or place of stop off may be the same or other than the billed consignee.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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Carrier's driver or other authorized agent shall make notation on freight bill showing date, description, markings, quantity and weight of articles loaded or unloaded at point or place of stop off.

ITEM 770.3

STOPOFF PORTIONS MAY BE IN SEPARATE TRUCKS

See Item 900 for Application

For carrier's operating convenience any portion of a shipment may be picked up, transported or delivered in separate trucks. Moreover, all portions of the shipment need not be transported through the stop off point or points.

ITEM 773

TEAM SERVICE – TL

When team service is requested for a truckload move, an additional \$.42 per mile will apply to the established truckload rates to be paid by the party requesting such service.

ITEM 775

VEHICLES FURNISHED BUT NOT USED

When carrier, upon receipt of a request to pickup a shipment, has dispatched a vehicle for such purpose and, due to no disability or fault or negligence on the part of the carrier, vehicle is not used, charges per vehicle will be determined by the miles from carrier's terminal or point of dispatch to the consignor's loading dock.

A minimum charge of \$150.00 for up to 50 miles will apply. Additional miles traveled over 50 miles are subject to an additional charge of \$1.25 per mile in addition to the \$150.00 minimum fee.

NOTE 1 – The charges will be assessed against the consignor making such request.

NOTE 2 – In the application of this Item, shipments over 10,000 pounds will be considered a truckload.

ITEM 780

WEIGHT VERIFICATION

WEIGHT VERIFICATION PROVIDED AT THE DOUBLE D EXPRESS DOCK - Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while in the custody of the carrier. A fee of \$15.00 will be charged for furnishing such verification and is to be paid by the party requesting the service. Service to be provided at Double D Express Inc. dock.

WEIGHT VERIFICATION TRACTOR TRAILER AT PUBLIC SCALE – When a certified scale ticket is requested, a charge of \$100.00 per scale ticket will apply to be paid by the party requesting such service.

WEIGHT VERIFICATION AT DOUBLE D EXPRESS DOCK- When weight verification is requested at the Double D dock, a charge of \$50.00 per request will apply to be paid by the party requesting such service.

ITEM 785

GUARANTEED DELIVERY SERVICE – LTL

Double D Express Inc will provide guaranteed next day delivery service for an additional fee of 20% on original freight charges plus any applicable accessorial charges.

- 1) A \$30.00 minimum fee will apply
- 2) Guaranteed delivery service must be verified when calling in for the pick up and noted on the Original Bill of Lading as "Guaranteed Delivery Service".
- 3) The guarantee does not apply to shipments that are delayed because of causes beyond Double D Express' control, including but not limited to: acts of God; acts or omissions of public authority; riots, strikes or labor disputes;

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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government regulations, orders or requirements; severe weather or other natural disasters that disrupt ground transportation networks; acts or omission by shipper, consignee or owner of goods. In such instances the Guaranteed Service fee will be removed.

- 4) Double D Express maintains the right to suspend Guaranteed Delivery Service because of severe weather or other interruptions to its ground network.
- 5) Terms and conditions of this service guarantee are subject to change at any time without notification by the carrier.

ITEM 786

PALLET EXCHANGE

A \$5.00 fee per pallet will be applied on any shipment where a pallet exchange has been requested or is necessary.

ITEM 787

AIRPORT FEE

Shipments originating from or destined to an airport will be subject to charges shown below, which will be assessed in addition to the published rates and charges applicable to the shipment including, but not limited to, other accessorial charges. (See Notes A & B)

\$3.75 per cwt

Minimum Charge of \$ 35.00

Maximum Charge of \$450.00

Note A – The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.

Note B – The charges provided for this item will not be subject to any discounts or reductions.

ITEM 800

IWL - CONTAINER CONSOLIDATION LOCATIONS

All shipments originating from or destined to 875 Devon, Elk Grove Village, IL (dba Transtar, in addition to other alias names) and/or 205 S Gary Avenue Carol Stream, IL (dba: Van Guard / NACA in addition to other alias names), will be subject to the charges shown below, which will be assessed in addition to the published rates or charges applicable to the shipment, including but not limited to other applicable accessorial charges. (See Notes A and B)

When pick up or delivery of a shipment is made by Double D Express or a contracted agent acting on behalf of Double D Express, the following charges will apply:

\$3.75 per cwt

Minimum Charge of \$ 35.00

Maximum Charge of \$450.00

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KEITH PIANO
L T L OPERATIONS MANAGER
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Note A – The charges set forth in this item will be assessed against the party responsible for payment of the freight charges.

Note B – The charges provided for this item will not be subject to any discounts or reductions.

ITEM 1000

RELEASED VALUE

Unless otherwise specifically addressed elsewhere in this Tariff, when the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC subject to released or actual value conditions, the lowest released or actual value provided in NMFC for that commodity shall be the maximum liability of Double D Express and shall be used for the purpose of settling loss and damage claims. However, in no event shall Double D Express be liable for any claim in excess of \$5.00 per pound per piece.

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC which are NOT subject to any released or actual value conditions, Double D Express's maximum liability shall be the lesser of the actual value of the commodity or \$5.00 per pound, whichever is less and that value shall be used for the purpose of settling loss and damage claims. Without exception, Double D Express's maximum liability in the event of loss, damage or delay will be \$25,000 per shipment.

NOTE 1: All terms and conditions of the Uniform straight bill of lading shall apply. In the event of a conflict between the bill of lading and this Tariff, this Tariff shall have priority.

NOTE 2: Double D Express will not be liable for any loss, damage or delay if it is the result of:

- An Act of God.
- The public enemy, including acts of terrorism.
- Act or directions of public authority
- Act or default of shipper or owner of the goods.
- Inherent vice.
- Damages resulting from moisture, temperature or other atmospheric conditions.
- Any event which is not the direct result of Double D Express's own negligence.

NOTE 3: In the event of a conflict between this provision and any other provision in Double D Express's Tariff, the provision which has the lower limitation of liability shall apply.

NOTE 4: Under no circumstances will Double D Express be liable for any type of consequential, special, indirect or exemplary damages.

ITEM 1005

AIR FREIGHT, OCEAN AND INTERLINE SHIPMENTS
LIMITED LIABILITY AND EXCESS VALUATION

- 1) Rates and terms in this tariff or in tariffs and schedules governed by this tariff are based upon the shipper's agreement to a released value of the shipment not to exceed \$5.00 per pound per piece, subject to a

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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maximum value of \$25,000 per shipment on a single bill of lading, pro or air bill.

- 2) The released value and Double D Express's maximum liability shall be applied to the gross weight of each shipping package separately and not to the shipment as a whole. In the case of loss or damage to a portion of the contents of a shipping package, Double D Express's liability will be the released value per pound multiplied by the gross weight of the package, but in no event shall the value or Double D Express's liability be more than actual loss or damage.
- 3) Double D Express's cargo liability for shipments received on another carrier's bill will be limited to 50 cents per pound per piece, unless Double D Express Inc. has accepted additional liability through the execution of a written agreement with the shipper or claimant.

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- 4) For shipments of any kind transported with a stated or declared value, advance warning must be given to a Double D Express Inc. manager via a faxed written notice. Double D Express Inc. cargo liability will be increased to the amount stated only if a written confirmation is returned by fax prior to the movement taking place.

NOTE 1: For definition of single line and joint line, please refer to Item 110.

LTL/COMMERCIAL TRANSPORTATION
LIMIT OF LIABILITY AND EXCESS VALUATION

- 1) Rates named in this tariff or in tariffs and schedules governed by this tariff are based on a released value by the shipper not to exceed \$5.00 per pound per piece, subject to a maximum value of \$25,000 per shipment on a single bill of lading, pro or air bill.
- 2) Double D Express's liability will be based on weight of the article(s) lost or damaged, not on the basis of the weight of the entire shipment. In no case will Double D Express's liability exceed shipper's actual loss irrespective of any limit or the amount of excess valuation coverage requested.
- 3) The shipper may request that the shipment liability be increased to full invoice value, not to exceed \$25,000 per shipment. For shipments of any kind transported with a stated or declared value, advance written warning must be given to a Double D Express Inc. manager via fax. Double D Express agrees to accept any increase in its cargo liability only if a written confirmation is returned via fax prior to the movement taking place. A copy of such authorization must accompany original bill of lading when shipment is tendered to Double D Express.

NOTE 1: Excess liability coverage is available only on single line traffic. On joint line traffic, the \$5.00 per pound per piece or \$25,000 per shipment liability limit will apply.

NOTE 2: The provisions of this item do not apply to any article which is subject to an actual value or released value provision in the NMFC book or to any "used" item. Refer to Item 577. Articles tendered with an invoice value stated on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage. Also this item will not apply on articles as listed in Item 572 – Extraordinary Value Shipments and Item 577 – Limited Liability Commodities.

NOTE 3: Double D Express' liability limitation will also apply when it is acting as a warehouse agent on behalf of the shipper or while the shipment is being held in storage (See Item 910).

NOTE 4: Articles tendered by consignor with an invoice or statement on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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NOTE 5: For definition on single line and joint line, please refer to Item 110.

- 4) In the event of a conflict between this provision and any other provision in carrier's rules tariff, the provision that has the lower limitation of liability shall apply.

ITEM 1010

EXTRAORDINARY VALUE SHIPMENTS

The carrier accepts liability for property of its shipper received for transportation under the provisions of this tariff, and tariffs and schedules making reference hereto, from all risks of physical loss or damage thereto, subject to the provisions of Items 601 and 810 of this tariff, with the exception of, certain products, including:

- Antiques,
- Treasury Bills,
- Bullion,
- Contraband or Property of Illegal Transport or Trade,
- Deeds,
- Evidence of Dept,
- Mail,
- Manuscripts,
- Drawings and Mechanical Drawings,
- Money, Notes, and Securities,
- Precious Stones,
- Valuable Records or Papers,
- Works of Art, any or all of which will not be accepted for transport or storage.

ITEM 1015

LIMITED LIABILITY COMMODITIES (LTL/COMMERCIAL ACCOUNTS)

Carrier limits its cargo liability when transporting the following commodities to the lesser of the actual market value or \$.10 per pound of the kind and quantity of the freight damaged or destroyed. This item applies to all Double D Express Inc. commercial, surface and interline movements. Included are the following materials:

- Aluminum extrusions exceeding 8 feet in length
- Products with glass surfaces
- Clay pottery or articles made of clay
- Non-crated automotive and truck body parts, including bumpers and fenders
- Carpeting or vinyl flooring in rolls or remnants
- Coupons
- Household goods, personal effects and non-specific FAK commodities
- Assembled Furniture
- Oriental or Persian rugs
- Perfume products
- Light poles
- Any item in excess of 10 feet in length that is insufficiently packaged or unpackaged
- Light fixtures

Carrier agrees to transport the following commodities only under the condition its cargo liability is limited to \$.05 per pound for damage, destruction of property or shortage/loss:

- Light bulbs
- Non-packaged freight insufficiently packaged freight as per NMFC guidelines

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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USED ITEMS

Shipments of used items, including but not limited to used machines and machinery, used auto parts, used
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contractors equipment and used office equipment, will be accepted only when released to a value not exceeding \$.10 per pound (See Note 2).

NOTE 1: The term "used" shall include any item that is used, rebuilt, refurbished, remanufactured, reconditioned or any other which is not new. Any item, which does not carry the same warranty/guarantee as a new item, shall be considered "used".

NOTE 2: If the shipper fails or declines to execute the above statement or fails to designate a value exceeding \$.10 per pound, the shipment will not be accepted. But, if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound and the shipment will move subject to such limitation of liability. This shall also apply to any shipment that the shipper fails to designate as "used" and it is later found to be "used" within the definition shown in Note 1 above. The carrier's liability for loss and damage will be predicated upon the lower of the following: 1) the weight of the articles actually lost or damaged and not upon the total weight of the shipment or 2) the actual value of the articles lost or damage.

ITEM 1100

CLAIMS – LOSS, DAMAGE OR DELAY

FILING OF CLAIMS

- 1) All claims for loss, damage or delay to cargo must be filed with this carrier by claimant within nine (9) months after delivery of the property, or in the case of failure to make delivery, within nine (9) months after a reasonable time has elapsed.
- 2) Claims for loss, damage or delay to cargo will not be paid voluntarily by this carrier and must be filed in writing with this carrier by the claimant. A communication in writing (1) containing sufficient facts to identify the shipment(s) involved; (2) asserting liability for alleged loss, damage or delay to cargo; and (3) making claim for a specified amount of money shall be considered as sufficient compliance with the requirements of this paragraph.
- 3) Appraisal reports of damage, notations of shortage or damage, or both, on freight bills or delivery receipts, or inspection reports issued by this carrier, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by this carrier as sufficient compliance with the requirements of paragraphs (1) and (2) above.
- 4) Whenever this carrier is presented with a claim for an uncertain amount, it shall determine as nearly as possible the extent, if any, of the loss or damage for which it is responsible. This carrier shall not, however, voluntarily pay a claim under such circumstance unless and until the claimant shall have filed a formal claim in writing for a specified or determinable amount of money.

ACKNOWLEDGEMENT OF CLAIMS

This carrier shall, upon receipt in writing of a claim in the manner prescribed above, acknowledge the receipt of such claim by this carrier, unless this carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. This carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as it's preliminary examination of the claim, as filed, may have revealed.

This carrier shall, at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of that claim and all records and correspondence

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

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with respect to that claim, including formal acknowledgement of receipt, and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time each claim is received, the carrier shall cause the date of receipt to be recorded on the face of the document and the date of the receipt shall also appear on the carrier's written acknowledgement of receipt of claimant. CONTINUED ON FOLLOWING PAGE

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INVESTIGATION OF CLAIMS

- 1) Each claim filed against this carrier in the manner prescribed above shall be promptly and thoroughly investigated.

When a necessary part of the investigation, each claim shall be supported by the original bill of lading evidence of freight charges and either the original invoice, a photographic copy of the original invoice, certified by the claimant to be true and correct with respect to property and value involved in the claim; or certification of price and value, with trade or other discounts, allowances or deductions of any nature whatsoever and the term thereof, or depreciated reflected thereon. However, when the property involved has invoiced to the consignee shown on the bill of lading or where invoice does not show price values, or where property involved has not been sold, or where property has been transferred at bookkeeping values only, this carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved, and to certify the correctness thereof in writing.

When an asserted claim for loss or entire package or an entire shipment cannot be authenticated upon investigation, this carrier shall obtain from the consignee of the shipment involved a certified statement that the property for which claim is filed has not been received by another source.

DISPOSITION OF CLAIMS

This carrier shall pay, decline to pay or make a firm compromise settlement offer in writing within one hundred-twenty (120) days after receipt of the claim by this carrier. However, if the claim cannot be processed and disposed of within one hundred-twenty (120) days after receipt thereof, this carrier shall, at that time and at the expiration of each succeeding sixty (60) day period while the claim remains pending advise claimant in writing of the status of claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon.

In no case will this carrier accept responsibility for consequential damage or special damages beyond the value of the goods or portion thereof that are the subject of the claim.

DISPOSITION OF SALVAGE

Whenever property transported by this carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or other person entitled to receive such property, this carrier, after giving due notice, whenever practicable to do so, to the owner and other parties having an interest therein, and, unless advised to the contrary after giving such notice, shall undertake to sell or dispose such property directly or by the employment of a competent salvage agent. This carrier shall only dispose of the property in manner that will fairly and equally protect the interests of all parties having an interest therein. This carrier shall make an itemized list sufficient to identify the property involved, so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. This carrier shall also assign to each lot of such property a successive lot number and show that number on its record of shipment and claim, if any is filed thereon.

This carrier shall not dispose of any salvage materials or goods directly to an agent or employee of this carrier or through a salvage agent or company in which this carrier or one or more of its directors, officers or managers has

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KEITH PIANO
L T L OPERATIONS MANAGER
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any interest, financial or otherwise.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner prescribed above, this carrier shall record in its claim file thereon the lot number assigned, the amount recovered, if any, and the person or persons lawfully entitled to receive same.

ITEM 1105

CLAIMS – CONCEALED DAMAGE

Contrary to the provisions of Item 578 of this Tariff, in the case of concealed damage, which is not apparent at the time of delivery by this carrier, this damage must be reported to this carrier and a request for physical inspection of the damage by this carrier or its agent must be made in writing to this carrier within fifteen (15) days of the date of delivery.

- 1) All other provisions of Item 578 governing the handling of claims – loss, damage or delay – will continue to apply.

If more than one carrier participates in the haul, each carrier is responsible for its pro rata share of the carrier's one-third (1/3) portion of the total loss. If at this carrier's discretion it moves the shipment through an agent or interline carrier, it assumes the entire carrier's one-third (1/3) portion of the total loss.

ITEM 1110

CLAIMS – OVERCHARGE AND DUPLICATE PAYMENT

SECTION I – DEFINITIONS

“Overcharge” as used in this item shall be deemed to mean charges for transportation services in excess of those applicable under the tariffs lawfully on file. It also includes duplicate payments as defined under “Duplicate Payments” of this section when a dispute exists on such charges.

“Duplicate Payments” means two or more payments for transporting the same shipment. Where one or more payments are not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over applicable rates and charges.

“Unidentified Payment” means a payment which a carrier has received for the performance of transportation services but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due.

“Claimant” means any shipper or receiver, or its agent, filing a request with a carrier for a refund of an overcharge or duplicate payment.

SECTION II – FILING AND PROCESSING CLAIMS

A claim for overcharge or duplicate payment shall not be paid unless filed in writing with the carrier that collected the transportation charges within one hundred-eighty (180) days (6 months) of receipt of the bill in question. The collecting carrier shall be the carrier to process all claims. Then a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within fifteen (15) days after receipt of claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

A single claim may include more than one shipment, provided the claim on each shipment involves the same tariff issues, authority or circumstances, and was provided as a single line service by the same carrier or service by the

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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same interline carriers.

SECTION III – DOCUMENTATION OF CLAIMS

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limits set forth in Section VII. Claims should include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

Claims sought for overcharge shall be accompanied by the original freight bill. Additional information may include, but are not limited to, the following:

- 1) Freight bill payment information
- 2) Other documents or data, which is believed by the claimant to substantiate the basis for its claim.

Claims for duplicate payment shall be accompanied by the original freight bill for which charges were paid and by freight bill payment information

Regardless of the provisions above, the failure to provide sufficient information and documentation to allow carrier to conduct an investigation and pay or decline the claim within the allowable time limit shall not constitute grounds for the disallowance of a claim. Rather, this carrier shall comply with Section IV, paragraph 3 to obtain the additional information needed.

This carrier shall accept copies instead of original documents required to be submitted in this section where this carrier is furnished with an agreement entered into by the claimant, which indemnifies the carrier from subsequent duplicate claims, which might be files and substantiated with original documents.

SECTION IV – INVESTIGATION OF CLAIMS

- 1) Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section V.
- 2) If this carrier finds an overcharge or duplicate payment, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions of Section VIII.
- 3) In the event the carrier processing the claim requires information or documentation in addition to that submitted with the claim, the carrier shall notify claimant and request the information required. This includes notifying the claimant that written claim must be filed before the carrier becomes subject to the time limits for settling such claims under Section VII.

SECTION V – CLAIM RECORDS

At the time a claim is received, this carrier shall create a separate file and assign to it a successive claim file number and note that number on all documents filed in support and on all records and correspondence with respect to that claim, including written acknowledgement of receipt as required under Section VI. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering that shipment.

SECTION VI – ACKNOWLEDGEMENT OF CLAIMS

Upon receipt of a written claim, this carrier shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt except where this carrier shall have paid or declined in writing within thirty (30) days. This carrier shall also include the date of receipt in its written acknowledgement and also shall enter this date on the face of the written claim.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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SECTION VIII – DISPOSITION OF CLAIMS

This processing carrier shall pay, decline to pay or settle each written claim within sixty (60) days after its receipt by this carrier, except where the claimant and the carrier agree in writing to a specific extension of time based on extenuating circumstances. If this carrier declines to pay or makes a settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of its reason(s), citing all pertinent information developed in its investigation.

SECTION VIII – DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERSHARGES OR DUPLICATE PAYMENTS
NOT SUPPORTED BY CLAIMS

When a carrier, which participated in a transportation movement but did not collect the transportation charges, finds an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint line haul) discovers or is notified by such a participating carrier that an overcharge or duplicate payment exists for any transportation charge which has not been the subject of a claim, that carrier shall create a file as if a claim had been submitted and shall record in that file the date it was discovered or was notified or the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to a person that made the duplicate payment within thirty (30) days from the discovery or date of notification.

ITEM 1115

LIABILITES NOT ASSUMED

- 1) The carrier shall not be liable for any loss, damage, delay, miss-delivery, non-delivery or other result not caused by its own negligence.
- 2) Without limiting the generality of paragraph (1) of this rule, the carrier shall not be liable for any loss, damage, miss-delivery, non-delivery or other result caused by:
 - a) The act, default or omission of the consignee, shipper or any other party claiming interest in the shipment.
 - b) The nature of the shipment of defect or inherent vice therein.
 - c) Improper or insufficient parking, securing or addressing or any violation of the terms contained herein.
 - d) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions or hazards incident to a state of war.
 - e) Acts or omissions of any person other than the carrier, including compliance with delivery instructions from the shipper or consignee.
 - f) The carrier shall not be liable in any event for any consequential or special damages arising from transportation subject to tariffs governed by these rules whether or not the carrier had knowledge that such damages might be incurred.

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ISSUED BY:
KEITH PIANO
L T L OPERATIONS MANAGER
2930 MAY ROAD
PERU, IL 61354

8/15/2016

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ABBREVIATIONS USED OR MAY BE USED IN THIS TARIFF

AM.....	Ante Meridian
AQ.....	Any Quantity
ATA.....	American Trucking Association, Inc., Agent
CBL.....	Commercial Bill of Lading
COD.....	Collect on Delivery
Conc	Concluded
Cont	Continued
dba	Doing business as
dkt	Docket
GBL.....	Government Bill of Lading
IL	Illinois
Inc	Incorporated
KD	Knocked down
LTL.....	Less than truckload
MF.....	Motor Freight
NMFC	National Motor Freight Classification
No.....	Number
NOI.....	As used in connection with an article or articles. Includes only the articles which are embraced by the same NOI description in the governing classification except articles that are subject to more specific rates or are further restricted on like quantities from and to the same points.
PM.....	Post Meridian
Sec.....	Section
SU	Set-up
TL.....	Truckload
Viz	Namely

ISSUED BY:
FRANK MAGANA
DIRECTOR OF OPERATIONS
2930 MAY ROAD
PERU, IL 61354