



# RULES AND CONDITIONS OF SERVICE

*Effective 3/1/22*

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USDOT: 120612  
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*2200 State Route 119, P. O. Box 656  
Fort Recovery, OH 45846*

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**Application of Rates:** Unless specifically stated in the contract or rate schedules, the maximum weight category for discount reductions will be the 10M rate line. Unless otherwise stated in the pricing agreement, discounts do not apply to tariff minimums. When rates are published on a per mile basis and no minimum charge is stated, the minimum charge will be \$750.00. When no freight has been tendered to carrier for 30 days or more, rates will expire and carrier may renegotiate rates.

**Courtesy Discount Provision:** LTL shipments tendered to carrier without a signed pricing agreement or Quote # shall be rated at actual class with a minimum weight of 2000#, using the Cheeseman LLC current tariff, and a 55% discount. Discounted rate will be subject to the tariff minimum of \$200.00. TL shipments tendered to carrier without a signed pricing agreement or a valid Quote# shall be rated based on the standard CJRQ mileage rate.

**Currency and Payment of Charges:** All rates, charges, or other amounts published in this tariff are stated in U. S. currency and all charges are payable in U. S. currency. Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are "net 15 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms). In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay all attorneys' fees, costs of collection, and interest at the rate of 1% per month. All disputes between Cheeseman LLC, the consignor, consignee, or other party to the shipment subject to these terms shall be litigated in Mercer County, Ohio, and by receiving services subject to these terms, consignor, consignee, or other party to the Shipment consent to jurisdiction and venue in this County. The prevailing party will be entitled to reasonable legal fees.

Remittance Address: Cheeseman LLC P.O. Box 656 Fort Recovery, OH 45846

**Default Classification:** In the event a shipment is inadvertently accepted for which a NMF 100 series item number is not provided or one cannot be established using the description on the bill of lading, a default class of 125 shall be used to rate the shipment. Upon satisfactory proof of the actual class by the consignor or consignee, or if Cheeseman, LLC determines a different class applies resulting in a higher transportation charge, an adjustment shall be made.

**Liability – Published Transit Times:** Cheeseman, LLC will make every effort to meet our published transit times for shipments tendered for transportation. In those instances where the transportation of an individual shipment does not meet our published transit times; Cheeseman, LLC will not be liable to consignor, consignee or their agents for damages, including but not limited to any and all direct or incidental damages or costs claimed to result from this failure to meet published transit times.

**Third Party Billing:** Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing. A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading, and if such a shipment is inadvertently accepted, consignor, consignee, and other parties to the Shipment agree the nonrecourse provision shall have no effect. If a third party payer pays Cheeseman but this payment is later challenged by a bankruptcy trustee or otherwise, consignor and consignee agree to defend indemnify and hold Cheeseman harmless from any such claim and agree the 18 month freight charge statute of limitations shall restart at the time the indemnification obligation arises.

**Priority of Freight Charge Obligation:** When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the Standard Bill of Lading is signed.

**Default Payment Terms:** When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

## DEFINITIONS

**Accessorial Rates & Charges:** Additional fees assessed on a shipment due to additional services requested by the shipper, consignee, or third party. Services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party paying as stated on the original bill of lading.

**Bill To:** A person or entity designated on the bill of lading as responsible for paying the freight.

**Business Day or Business Hours:** Except as otherwise provided in individual items of this tariff, the term "Business Day" or "Business Hours" is defined as the time during which operations are generally conducted by the carrier (7 a.m. to 6 p.m.). The following are excluded: Saturday, Sunday, or Holidays.

**Circuitous Mileage:** The difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.

**Density:** Pounds per cubic foot calculated by dividing the weight by the length (feet) multiplied by the width (feet) multiplied by the height (feet) of the article. A vertical dimension of not less than 8 feet shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of: the nature of the article, packaging or lack of packaging, instructions by shipper, or pyramided or rounded off surfaces. A width of an article equal to or greater than 5 feet will be computed as having a width of 8 feet.

**Discount:** Negotiated percentage reduction from line haul charge.

**Driver Signature:** The signature of a carrier's driver on any bill of lading other than carrier's bill of lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

**Exclusive Use of Trailer:** No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control of the trailer with the unrestricted right to: select the trailer for transportation, transfer the shipment from one trailer to another, load other freight on the same trailer as the shipment, or remove locks or seals applied.

**FAK (Freight All Kinds):** The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or Freight All Kinds rates. If the shipper fails to identify the specific commodity or products, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

**Foreign Tariffs:** Base rating tariffs not published by Cheesman LLC are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's freight bill and the origin or destination zip code is not identified and included within the foreign tariff, the rating of the shipment will be accomplished using the current version of the CJRQ rate tariff.

**Food, Drug or other specifically regulated commodities:** To the extent Shipper tenders food, drug or other specifically regulated commodities for transport, Shipper shall provide, in writing and prior to tendering the shipment to Cheesman LLC, all conditions required for safe transport of the commodity on each such shipment. Instructions shall not be continuing, covering all similar shipments tendered thereafter, but rather must be tendered for each shipment. Cheesman LLC shall have no responsibility for the equipment used, in design, condition or fitness for transport, when the equipment is provided by others, for inspecting shipments loaded and sealed by Shipper, where Cheesman is not allowed to observe loading, or any similar circumstances that impede Cheesman LLC's ability to observe the equipment used. In addition, failure to comply with a Shipper condition shall not, without evidence of actual damage to the cargo, provide a basis for a cargo damage claim. To the extent Shipper determines a shipment cannot be distributed without evidence of actual damage, Shipper cannot recover the value of the cargo from Cheesman LLC. To the extent a shipper instruction is not required for safe transport of the commodity (i.e. a seal is required by instruction, but the shipment is transported in compliance with all other Shipper conditions), the failure to comply with that shipment shall not be a basis for rejecting the shipment and no cargo claim will be actionable against Cheesman LLC without evidence of actual damage.

**Freight Classification:** All less than truckload shipments tendered to the carrier that are to be rated based on the NMFC classification guide must conform to the following density guidelines:

Pounds per Cubic Foot (pcf)	Class
Less than 1 pcf	400
1 but less than 2 pcf	300
2 but less than 4 pcf	250
4 but less than 6 pcf	150
6 but less than 8 pcf	125
8 but less than 10 pcf	100
10 but less than 12 pcf	92.5
12 but less than 15 pcf	85
15 but less than 21 pcf	70
21 but less than 25 pcf	65
25 but less than 28 pcf	60
28 but less than 30 pcf	55
30 pcf or greater	50

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rating will not apply on empty containers, poison, explosives, machinery, displays, exhibits, show, convention, or promotional material. It will not apply on shipments originating at or destined to an exhibit/convention center. Unless otherwise stated in the pricing agreement, FAK (freight all kind) rated shipments must comply with the density listed above.

**Guarantee of Charges:** When instructions are received by a carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the bill of lading. A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so. Freight charges must be prepaid on all shipments consigned to trade shows, traveling shows, conventions, exhibits, military, or government offices.

**Governing Publications:** Except as specifically otherwise provided, the following described tariffs, supplements, and successive issues shall govern:

- Hazardous Materials Regulations** CFR Title 49
- PC Miller 29** Practical Miles 53' Trailer
- National Five-Digit United States Zip Code** Post Office Directory
- National Six-Digit Canadian Postal Code** Directory
- National Motor Freight Classification** NMF 100

**Holidays:** New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, President's Day, Christmas Eve, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. If a holiday falls on Saturday or Sunday, carrier reserves the right to extend holiday definition to either Friday or Monday. **Additional Canadian Holidays:** Victoria Day, Dominion Day, St Jean-Baptist Day, Boxing Day.

**Impractical Operations:** Pickup or delivery service will not be performed by the carrier at any site from or to which it is impractical to operate vehicles because of:

- The condition of the roads, streets, driveways, alleys or approaches thereto
- Inadequate loading or unloading facilities
- Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to person or property
- Ferries

**Inspection of Freight:** All shipments handled by Cheeseman LLC are subject to inspection at any time, for any reason. By tendering the shipment to us, you consent to such inspections and agree that Cheeseman LLC will not be held liable for any loss, damage, action, or event arising out of such inspection. An inspection may result in the correction to the freight invoice including but not limited to: density, space, or classification.

**Liability and Released Value:** Articles tendered with an invoice value exceeding \$5.00 per pound will be considered to be of extraordinary value. Shipments inadvertently accepted with an extraordinary value shall be considered released at \$5.00 per pound subject to a maximum of \$100,000 per trailer load. In the event of loss of and/or damage to any shipment carrier's liability will not exceed \$5.00 per pound subject to a maximum of \$100,000 per trailer load. The exception is uncrated machinery which will be subject to a maximum liability of \$.10 per pound and spot quoted shipments that will be limited to \$.50 per pound. Shipments of used machinery (including reconditioned items) automobile parts/body parts, electrical equipment (including computers and parts thereof) will be accepted only when released at a value not exceeding \$.10 per pound. If a higher level of carrier liability is desired, contact Cheeseman in writing prior to tendering the Shipment and to request additional carrier liability, and a quote for the associated higher freight charges. If a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound. Claims for concealed damages must be submitted to carrier within forty-eight (48) hours of delivery. Cheeseman will not be liable in any event for any special, incidental, or consequential damages, including but not limited to any loss of profits or income, the cost of substituted service or plant downtime of any nature whether or not Cheeseman had knowledge that such damages might be incurred.

**LTL:** (Less than truckload) any one shipment that occupies 20 feet or less of the trailer and/or weighs 20,000# or less.

**Minimum Charges:** The lowest charges that can be applied for line haul charges for a shipment. It is not subject to further discounts or reductions.

LTL Shipments	\$200.00
Truckload Shipments	\$750.00

**Off Bill Incentives:** Any refund, volume incentive refund, loading allowance or off bill discount offered by Cheeseman LLC must comply with the provisions of the ICC Termination Act of 1995, Section 13708 – Billing and Collecting Practices.

**Offset of Freight Charges:** Paying party is prohibited from offsetting payment of carrier's transportation charges for loss or damage claims.

**Pallet Exchange:** Cheeseman LLC does not participate in pallet exchange programs. Any request or provisions noted on the Bill of Lading requesting the return of shipping devices shall be deemed for informational purposes only and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

**Payment Terms:** Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Credit Card Processing Fee – 3% of total charges with a \$25.00 minimum charge

**Rate Quote:** A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 30 days on LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

**Shipment:** An order of freight received from one shipper at one location and time, for one consignee at one destination and time, covered by one bill of lading whose weight includes all packaging, wrapping, and pallets used.

**TL (Truckload)** Any one shipment that occupies more than 20 linear feet of the trailer and/or weighs more than 20,000#. The maximum weight allowed per dry van is 44,000#.

**Third Party:** A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

## PRECEDENCE OF RATES

**Third Party Shipments:** This section applies when the bill of lading indicates a party other than shipper, consignee, or shipper or consignee's freight payment processor as the payer of the freight charges. A pricing program published for the account of the third party payer will take precedence over all other pricing programs.

**Outbound Prepaid Shipments:** A pricing program published for the account of the shipper will take precedence over all other pricing programs.

**Collect Shipments:** An inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

### Rate Quotes

(1) Quoted rates take precedence over any contract rate currently on file. Quoted rates are based on those facts concerning the shipment which are made known to the carrier. It must be disclosed to carrier if shipment is destined to a prison, hospital, school, institution, or any other non-industrial building. The quote will be deemed invalid in the event of nondisclosure.

(2) A quote number will be provided for quoted rates. Quote numbers must be shown on the original bill of lading.

(3) Carrier liability on quoted shipments is limited to a maximum of \$0.50 per pound.

(4) Rate quotes received via the website are an estimate of the current published tariff. Such estimates are determined utilizing the variables entered. They are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding on either the carrier or the shipper.

(5) Quoted amounts may be revised in the event the actual shipment characteristics vary from the shipment characteristics disclosed at time of quote. If additional services are required by carrier, applicable accessorial charges will be added to the quoted amount.

**Shipper Load and Count:** Unless otherwise noted by contract, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage. Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing materials is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of binds, pallets, platforms or skids on such shipments.

**Substituted Service:** For its operating convenience, carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

**Weight (Gross Weights and Dunnage):** Unless otherwise provided, charges shall be computed on actual gross weights including the weight of any pallets, platforms, racks, skids, or other materials constituting a shipping carrier, container, or package. All weights shown on the bill of lading shall be deemed to be product weights unless shipper specifically designates the weight of the shipping carrier, container, or package. If carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges.

**Weight Verifications:** At its sole discretion, carrier may choose to reweigh shipments in its custody. If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. A weight verification document will be available upon request. Any bill of lading received by Cheeseman LLC without a weight will be weighed at our location and a service charge of \$35.00 per shipment will be applicable.

## ACCESSORIAL SERVICES

### Beyond Charges

Shipments picked up or delivered to the following points will be subject to a beyond charge based on carrier's determination of the best practice for said pickup or delivery. Beyond charge will be subject to a minimum of \$750.00 and a maximum of \$3000.00. The points listed below are for convenience of reference. It is not stated as a complete list. Beyond charges are the responsibilities of the paying party as noted on the original bill of lading:

Shelter Island, NY 11964, Shelter Island Heights, NY 11965, Dauphin Island, AL 36528, Ocracoke, NC 27960, Isleboro, ME 04848, Northhaven, ME 04853, Vinalhaven, ME 04863, Boca Grande, FL 33921, Captiva, FL 33924, Sanibel, FL 33957, Kiawah Island, SC 29455, Block Island, RI 02807, Nantucket, MA 02554, 02564, 02584, Points in the Florida Keys, Martha's Vineyard, MA 02535, 02539, 02552, 02557, 02568, 02573, 02575, Outer Banks, NC 27915, 27916, 27917, 27920, 27923, 27927, 27929, 27936, 27941, 27943, 27947, 27950, 27954, 27956, 27959, 27960, 27963, 27964, 27965, 27966, 27968, 27972, 27981, 27982, 28511, 28520, 28524, 28528, 28531, 28553, 28577, 28581, 28587, 28589

### Billing Administration

A change in freight payment terms will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper prior to delivery of freight. The charge for changing the payment terms or party responsible for payment of freight charges shall be \$35.00. Once freight has been delivered, written authorization will be required from the party assuming responsibility for payment. Reversal of freight charges will not be allowed after payment has been received based on the terms of the original bill of lading. Carrier will invoice the shipper's bank or other agent for freight charges, but carrier reserves the right to bill and collect freight charges from the shipper and consignee in the event full payment of freight charges is not received pursuant to third party billing.

### Blind Shipment Request

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

1. The shipment must be prepaid and request must be made prior to pickup.
2. The service request must be made in writing to the carrier.
3. Section 7 of the Bill of Lading cannot be signed.
4. Cheeseman LLC will not ensure the confidentiality of the transaction.
5. When this service is requested, an additional fee of \$35.00 per shipment will be incurred.
6. Shipment cannot be hazardous.

### Canadian Border Crossing Congestion and Greenhouse Gas Pollution Pricing Act Surcharge

Shipments requiring delivery into or out of Canada will be subject to a Canadian Border Crossing charge of \$.50 CWT with a minimum of \$125.00 and a maximum of \$325.00 per shipment. Any shipment requiring delivery into or out of Canada will be subject to a Canadian Border Crossing detention charge of 2 hours free, then \$22.50 per ¼ of an hour subject to a minimum of \$90.00 and a maximum of \$925.00 per 24 hour period. All time calculations will be based on a 24 hour day, 7 days per week, inclusive of holidays and weekends.

### Collect on Delivery Shipments (C.O.D.)

Cheeseman LLC does not accept C.O.D. shipments for transportation.

### Convention, Exhibition or Show Sites, Fairs

Shipments destined to a convention, exhibition site, show site, or fair must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change the terms to prepaid. When a consignor or consignee request carrier to pickup or deliver LTL or truckload freight at a convention, show site, fair, or traveling show, such service will be subject to an additional charge of \$300.00. This surcharge does not include any applicable charges associated with detention, loading or unloading.

### Credit Card Payments

When paying with a credit card, a fee of 3% of the total freight bill will be charged.

### Detention

Carrier's line haul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading.

**With Power Unit:** Upon arrival of truck, one (1) hour of free time is allowed for LTL shipments and two (2) hours of free time are allowed for TL shipments. The additional charge once free time is exceeded is \$90.00 for the first hour and \$22.50 for each 15 minute increment or part thereof. Time shall end upon completion of loading and acceptance by the driver of a signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt. The maximum charge for per 24 hour period is \$925.00.



**Without Power Unit:** Dry Van: \$50.00 per 24 hour period. Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier. Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designed by the consignee. Nothing in this item shall require the carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours.

**Excessive Mileage Charge** When carrier by way of freight tender or bill of lading for truckload shipments is required to make stop(s) en route to final destination, mileage calculations will be inclusive of all stops.

#### **Expedited or Truckload Service**

Carrier rates are based on standard transit intervals. When expedited service is required contact Cheeseman rating department for a quote.

#### **Freezable Protection**

When shipper and/or consignee requests shipment to be protected from freezing, the following charges and provisions will apply:

A. The following services will NOT be performed for shipments requiring protection from freezing:

- 1) Appointment deliveries
- 2) Order notify

B. Charges will be \$3.00/cwt weight subject to a minimum charge of \$75.00 and a maximum charge of \$300.00 per shipment in addition to the otherwise applicable rates and charges

C. Protection from Freezing Service will only be provided when:

- 1) Shipper/Consignor marks the bill of lading "PROTECT FROM FREEZING"
- 2) The commodities being shipped have a freezing point of 32 degrees or less
- 3) This service charge will only apply from November 1<sup>st</sup> through March 31<sup>st</sup>.
- 4) Protection from Freezing Service may be withdrawn at Cheeseman discretion wholly or on an individual basis.

D. If Shipper/Consignor tenders a shipment noncompliant to any condition stated herein, Cheeseman shall not be liable.

E. Should an Act of God or circumstances beyond Cheeseman's control interrupt or prevent Cheeseman from performing its standard service levels thereby causing a delay in arrival, Cheeseman shall not be held liable for any loss due to the delay in service.

#### **Fuel Surcharge**

The fuel surcharge is adjusted weekly on Tuesday and is based on the US Department of Energy's National Average Diesel Fuel Index in effect.

The DOE national average can also be found on the DOE website.

Current FSC is available at [www.cheeseman.com](http://www.cheeseman.com)

#### **Guaranteed Service**

When requested by the shipper, Cheeseman will provide Guaranteed Service on shipments handled on a single line basis (direct points). Contact the Cheeseman Pricing Department for a quote prior to shipment.

- 1) Shipper must notify Cheeseman when arranging for pick-up(s) where Guaranteed Service will be required. Delivery times must be clearly marked on the bill of lading.
- 2) Shipper must have freight available for pick-up prior to 5:00 pm.
- 3) If carrier fails to provide the Guaranteed Service as requested on the bill of lading, all freight charges associated with the shipment shall be waived. The charges shall not be waived when the failure to deliver is through no fault of the Cheeseman. No guarantee will apply, nor will the charges be waived if the service was not properly requested at the time of pick-up.

The following types of shipments/deliveries will not qualify for Guaranteed Service:

- 1) Food or grocery warehouse
- 2) Deliveries to churches, synagogues, or schools/universities
- 3) Airport and/or pier deliveries
- 4) Private residence pick-up and/or deliveries
- 5) Shipments that require lift gate service
- 6) Service not available on Holidays
- 7) Deliveries to self-storage warehouse/facilities
- 8) Shipments requiring appointments
- 9) Shipments involving spotted trailers at delivery
- 12) Shipment picked up or delivered to O'Hare airport and/or zip code 60666

**Hazardous Materials**

LTL: \$0.55 per CWT, Minimum \$25.00 Maximum \$250.00

TL: \$250.00

Carrier may transport shipments of Hazardous Materials in accordance with the transportation requirements of the U. S. Dept. of Transportation. As used herein, Hazardous Materials are defined under Title 49 CFR.

FAK provisions outlined in contractual pricing agreements will not apply on Poisonous Gases or Materials unless otherwise agreed to. Normal transit schedule does not apply to Poisonous Gases or Materials. Cheeseman LLC does not transport the following hazardous classes or divisions: Explosives (Class 1), Radioactive (Class 7), Hazardous Waste (all Classes), Biohazards (Etiologic agents/Infectious substances), Poison Inhalation Hazards Zone A or B or Carbon Black and its derivatives. When special permits and/or safety permits are required by various Federal, State, or regulatory agencies for the transportation of specific hazardous materials, said permits will be purchased by the carrier and collected from the shipper. The purchase cost of the permit plus a service charge of \$50 per permit for each state and/or municipality for which the permit is required will be assessed to the shipment. Any notation on the shipper's bill of lading which in any way limits or denies the carrier access to the vehicle in which the shipment is loaded, shall cause shipment to be classified as Exclusive Use with all rules for Exclusive Use applied. Shipper is responsible for payment of all costs associated with the cleanup of their material when such cleanup is the result of shipper's negligence. Further, any and all liability for damages resulting from the hazardous material shall be borne by the shipper. The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by shipper as being "empty".

**Inside Delivery**

An additional charge of \$10.00 per hundred pounds subject to a \$250.00 minimum charge will be applicable when a dock is not available and a driver is required to take freight off the trailer and deliver it inside a structure or building on the same level and within 100 feet of the trailer. Any shipment requiring delivery inside a multiple level structure or building or more than 100 feet from the trailer, will be billed an additional charge based on the individual requirements. This service is available when carrier's operating conditions permit. These charges are the responsibility of the paying party as noted on the original bill of lading. This charge does not include any detention incurred by carrier.

**Layover**

The following charge will be applicable when carrier is required to layover driver/equipment to make delivery or pickup: \$925.00 per 24 hour period.

**Liftgate**

This charge is applicable when liftgate equipment is required for delivery or pickup. The charges outlined in this item do not apply when Cheeseman LLC does not have suitable vehicles equipped with such devices and operators available. At its option, Cheeseman LLC will rent liftgate equipment or outsource the liftgate service and adjust the liftgate surcharge to equal the total cost to Cheeseman LLC. The charges for this service will be the responsibility of the paying party listed on the bill of lading. Contact the Cheeseman Pricing Department for a quote prior to shipment.

**Loading/Unloading by Carrier**

Freight tendered for loading or unloading shall be so situated by the shipper as to be directly accessible to the vehicle. Carrier will furnish only one employee per vehicle to assist in the loading or unloading of freight utilizing customer handling equipment. Removal of freight from a trailer without the use of this equipment is subject to Sort and Segregate charges. This charge does not include any applicable charges for inside delivery or detention. These charges are the responsibility of the paying party as noted on the original bill of lading. Shipments requiring this service will be subject to an accessorial charge of \$90.00 for the first hour and \$22.50 for each 15 minute increment or a portion thereof. If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%. This charge does not include any applicable charges for inside delivery or detention.

**New York Metro Congestion:** (zip codes 100-104, 110-119)

Truckload \$350.00

LTL 15% with a minimum of \$50.00 and a maximum of \$350.00

**Non-Business Hour Pick up or Delivery Service**

Shipments requiring pickup and/or delivery Monday through Friday after 6:00 p.m. or prior to 7:00 a.m. will be considered an after business hour shipment and incur an additional service charge. Contact Cheeseman pricing department for rate prior to scheduling shipment.

**Non-Commercial/Limited Access Delivery/Pick-up**

When pickup or delivery service is provided at schools, churches, camps, country clubs, farm, mini-storage warehouses, rectories, convents, military bases, nursing homes, hospitals, or other such places where access is limited or a loading/unloading dock is not available an additional charge of the below applies:

Truckload \$250.00

LTL \$5.00 per hundred pounds with a minimum of \$150.00 and a maximum of \$250.00

### **Notification Prior to Delivery of Shipments**

The charge for this service is \$35.00 per shipment. This charge only applies on LTL shipments. When notification prior to delivery is requested in any of the formats below, the charge for notification will be the responsibility of the party responsible for all other freight charges.

- Bill of lading or any other shipping order bears notation requesting carrier to notify consignee prior to delivery
- In the event delivery requires special handling instruction
- A delivery appointment is required
- It becomes known to carrier from another source, either verbal or written, that consignee requires notification.

### **Oversize Shipments**

Contact Cheeseman Pricing Department for rates prior to scheduling and shipments in excess of legal limits. Permit fees, escort fees and route evaluations will be invoiced at actual cost plus 10% administrative charge. Soft-sided trailers, single drop, double drop, or other equipment other than dry vans) will be assessed \$150.00 in addition to all other charges. Shipments that require tarping will be subject to a \$250.00 charge in addition to all other charges.

### **Pallet Exchange**

Cheeseman does not participate in pallet exchange programs.

### **Pallet Jack**

If a pallet jack is required at time of delivery or pickup and the carrier is responsible for providing the pallet jack, an applicable charge of \$60.00 per pallet jack will be assessed. This charge is the responsibility of the paying party as noted on the original bill of lading.

### **Print/Provide BOL**

To provide or print a bill of lading, the charge will be \$35.00

### **Reconsignment, Return or Diversion**

A request for a reconsignment or diversion of a shipment will be subject to the following definitions, conditions, and charges.

Definitions:

- A change in the name of the shipper, consignee, or rightful owner of the shipment.
- A change in a place of delivery.
- Refused shipments being returned to the original shipper.

Conditions:

- A request for re-consignment or return to shipper must be made in writing or confirmed in writing.
- The carrier must be satisfied that the party making the request has the authority to do so.
- Cheeseman LLC will make a diligent effort to execute the request but will not be responsible if such service is not completed.
- Only entire shipments, not portions of shipments, may be reconsigned.

Charges:

**LTL:** Contact the Cheeseman Pricing Department for a quote prior to shipment.

**TL:** Contact the Cheeseman Pricing Department for a quote prior to shipment.

### **Redelivery**

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, the following charges will be applicable for each time the carrier returns to effect delivery of the shipment. These charges will be the responsibility of the paying party stated on the original bill of lading:

**LTL:** Contact the Cheeseman Pricing Department for a quote prior to shipment.

**TL:** Contact the Cheeseman Pricing Department for a quote prior to shipment.

### **Residential Pickup or Delivery**

Cheeseman does **NOT** handle pickup or delivery of shipments to private residences.

### **Returned Checks**

When a check for the payment of applicable charges in connection with a shipment tendered to Cheeseman is returned unpaid by the payer's bank due to insufficient funds, uncollected funds, or closed account, a handling charge of \$150.00 will be assessed against the party issuing the check. This charge will be in addition to all other applicable charges in connection with the shipment.

### **Saturday, Sunday, or Holiday Service**

Shipments requiring pickup and/or delivery on Saturday, Sunday, or a holiday will incur an additional service delivery. Contact the Cheeseman Pricing Department for a quote prior to shipment.

**Security Inspection Fee**

When carrier is required by shipper and/or consignee to go through a security inspection process, site specific safety training, or requirement of a TWIC card in order to perform pickup or delivery in locations such as, but not limited to, Airports, Chemical plants, Military Bases, Ports, Prisons, and other public or private facilities, shipments will be subject to an inspection Fee of \$85.00.

**Shipper Load & Count**

Unless otherwise noted, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

**Sorting or Segregating**

This charge is applicable when the driver is required to remove freight from the incoming pallet and sort product onto one or more separate pallets by mark, brand, sizes, flavors, or other distinguishing characteristics. This charge is also applicable when the driver is required to assist in the loading or unloading of freight without use of the customer's handling equipment. This charge does not include any applicable charges for detention. The applicable charge for LTL or TL shipments for this service is \$4.00 per hundred pounds subject to a minimum of \$50.00 and a maximum of \$350.00. If a lumber is secured to perform this service, the applicable charge will be the lumber amount plus 10%. This charge does not include any applicable charges for inside delivery or detention. All charges outlined in this item are the responsibility of the paying party as listed on the original bill of lading.

**Stop Off in Route**

Truckload shipments requiring delivery at multiple locations will incur an additional charge of \$100.00 for the first stop, \$150.00 for the second stop and \$200.00 for each additional stop over 2.

Cheeseman LLC does not allow stop off pickup or deliveries on LTL rated shipments.

**Storage**

Freight held in Cheeseman's possession by reason of an act or omission of the shipper, consignee, or owner or for customs clearance or inspection and through no fault of Cheeseman will be considered stored immediately and will be subject to the following provisions:

- 1) Storage charges on freight awaiting line-haul services will begin at 7:00 am the day after the freight is received by Cheeseman.
- 2) Storage charges on undelivered freight begin at 7:00 am the first business day, and will accrue every day thereafter including Holidays and weekends.
- 3) The daily charge for this service will be: Less-than-truckload LTL - \$4.00/cwt/day, Truckload TL - \$89.00 minimum per shipment per day

**Team Driver Service**

When a shipment requires direct non-stop service with team drivers, please contact Cheeseman Pricing Department for rates.

**Tendered as Truckload**

When a shipment is tendered to carrier as a truckload for service or any other reason, applicable truckload rate will apply and will not alternate with any applicable less than truckload rate. Such shipments will be rated with any accessorial charges pertaining to truckload shipments.

**Trailer Scale**

Any shipment that requires the carrier to weigh the trailer light and heavy will be subject to a charge of \$100.00 per scale plus the cost of scale tickets if the scale is within 30 miles. All other requests will be quoted based on distance

**Truck Ordered not Used**

This charge is applicable when equipment is ordered and cancelled after the unit has been dispatched. The charge is \$2.00 per mile from last destination to designated pickup subject to a minimum of \$300.00 or Cheeseman lane minimum per unit for Truckload shipments and \$150.00 or Cheeseman lane minimum for LTL Shipments. Charges subject to fuel surcharge.

**Truckload Shipment Equipment Positioning**

In the event that the shipper or consignee requires the movement of trailing equipment precipitating a "bobtail", contact the Cheeseman Pricing Department for a quote prior to shipment. . If a customer requires pickup at a location in which a unit is not currently available, Contact the Cheeseman Pricing Department for a quote prior to shipment.