



**SeaWide Express
Rules Tariff
SWE 100**

Effective 01/01/2024

Issued: 01/01/2024



SEAWIDE EXPRESS RULES TARIFF

SWE 100 - Rev.01.01.24

Item 100 – Governing Publications

1. Unless otherwise provided, this Tariff is governed by the following tariffs and by supplements thereto or successive issues thereof:

<u>TARIFF SERIES</u>	<u>KIND OR TITLE</u>
A. NMF 100	Classification
B. HGB 100	Mileage Guide
C. HGB 105	Mileage Guide

2. Hazardous materials governed by the U.S. Department of Transportation hazardous materials regulations as published in C.F.R. Chapter 1; Subchapter C.

Item 102 – Participating Carriers

1. The following Carriers participate in this tariff to the extent provided herein:

- A. SeaWide Express

Item 103 – Offshore Markets

1. Except as otherwise provided, when a shipment originates in or is destined to Hawaii, the shipment will be rated using a combination of rates. The portion of the movement between the SWE CFS (container freight station) facility and points in Hawaii will be rated using SWE 200. To the extent SWE 200 contains accessorial services and charges, the charges in SWE 200 will apply. All other accessorial services and charges will be found in SWE 100 and / or SWE 200 Series Rules Tariff.

2. Except as otherwise provided, when a shipment originates in or is destined to Alaska, the shipment will be rated using a combination of rates. The portion of the movement between the SWE CFS (container freight station) facility and points in Alaska will be rated using SWE 300. To the extent SWE 300 contains accessorial services and charges, the charges in SWE 300 will apply. All other accessorial services and charges will be found in SWE 100 and / or SWE 300 Series Rules Tariff.

Item 110 – Definitions and Explanations of Terms

1. When descriptive generic headings are used, “Nickel Group” as shown in the NMFC for example, it is understood to include all qualifying statements and notes referred to in the descriptive generic heading.

2. The term “Bill of Lading” will also include and mean “shipping order”.

3. The following definitions and explanation of terms will apply:

Agent – person authorized to act on another’s behalf.

Absolute Minimum Charge (AMC) – The minimum charge after application of all pricing terms.

Any Quantity or AQ – Any quantity of the same commodity or commodities less than the lowest of the other stated minimum weights covered by the applicable class or commodity rates.

Assembler – Carrier

Assembly – The consolidation of small shipments into a composite truckload or other unit of volume for a freight consolidator.

Broker – A person other than a motor carrier or employee or agent of a motor carrier that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. *49 U.S.C. § 13102(2)* Also, a company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. However, the Broker does not assume responsibility for the cargo and usually does not take possession of the cargo. Brokers must register with the FMCSA by filing a form OP-1. A broker can operate as an independent contractor, or could be an agent of the shipper or an agent of the carrier.

Business Days – Monday through Friday, excluding holidays.

Business Hours – 8:00 A.M. to 5:00 P.M., excluding Saturdays, Sundays and legal holidays except that the consignee may designate its business hours to be other than 8:00 A.M. to 5:00 P.M. provided that such designation is made in writing in advance of delivery and that such designated hours include at least six hours all of which are between 8:00 A.M. and 5:00 P.M.

Carrier – SeaWide Express

Carrier’s Equipment – Any motor truck or other self-propelled highway vehicle, trailer, semi-trailer or any combination of such highway vehicles, operated by Carrier.

Component Part – Any part of a shipment separately received by Carrier whether or not such part is separately delivered by Carrier; and any part of a shipment separately delivered by Carrier whether or not such part is separately received by Carrier.

Consignee – The person, firm or corporation shown on the Bill of Lading as the part to whom the property is physically delivered by Carrier.

Consignor – The person, firm or corporation shown on the Bill of Lading as the Shipper of the property received by carrier for transportation.

Consolidation – The combining of two or more LTL shipments at one point into a composite truckload or other unit of volume for transportation to another point.

Constructive Placement – The holding of a vehicle at a place other than the designated loading or unloading site due to the inability of Consignor or Consignee to accept the vehicle for actual placement after its tender.

Container Freight Station (CFS) – Locations where cargo or shipments may be loaded into a container or locations where cargo or shipments may be unloaded from a container.

CPM – Rate in cents per mile per vehicle used, maximum weight 45,000 pounds per vehicle.

CPMP – Rate in cents per mile “doubles trailer” used, maximum weight 22,000 pounds per “double trailer”.

CPMS – Rate in cents per mile per set of two “doubles trailers” used, maximum weight 44,000 pounds per set.

CPMT – Rate in cents per mile per vehicle used, maximum weight 45,000 pounds per vehicle.

DPP – Dollars per “doubles trailer” used, maximum weight 22,000 pounds per “doubles trailer”, subject to shipper load consignee unload.

DPS – Dollars per set of two “doubles trailers” used maximum weight 44,000 pounds per set, subject to shipper load consignee unload.

DPT – Dollars per vehicle used, maximum weight 45,000 pounds per vehicle.

Dimensional Weight – Rating provisions which require the calculation of a dimensional weight for rating purposes will be computed at the actual cube multiplied by the dimensional weight factor provided within the customer’s pricing agreement.

Distribution – The segregation and delivery of property from a composite truckload or other unit of volume.

DMWT – Dimensional weight.

Domestic Forwarder – A company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. The Forwarder does assume responsibility for the cargo from origin to destination and usually does take possession of the cargo at some point during the transportation. Forwarders typically assemble and consolidate shipments at origin and disassemble and deliver shipments at destination. Surface forwarders must also register with FHWA, and Air Forwarders must register with the FAA.

Doubles Trailer – One trailer not to exceed 28 feet in length.

Exception Class – The establishment of an exception class removes the application of the class published in the NMFC for the same article(s), but only insofar as the exception class has express application. (Not to be confused with FAK.)

Export – Shipments originating from the 48 contiguous United States that are: (a) consigned to points outside the contiguous 48 United States and moved in part by an ocean or air carrier, or (b) consigned to ocean or air carriers for delivery outside the contiguous 48 United States, or (c) consigned to a warehouse and within 12 months consigned to points outside the contiguous 48 United States.

Extraordinary Value – Articles exceeding \$50 per pound per package or a carrier liability exceeding \$100,000 per incident per Shipper whichever produces the lesser charge.

FAK – Freight, All Kinds.

Foreign freight forwarder – The party arranging the carriage of goods including connected services and/or associated formalities on behalf of a shipper or consignee for Import or Export freight.

HGB – Household Goods Carriers Bureau Agent.

Holidays (U.S.) – New Year’s Day, Three Kings Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, 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 a Sunday, the following Monday will be considered as a holiday; when a holiday falls on a Saturday, the preceding Friday will be considered as a holiday.

ICC – Interstate Commerce Commission or its successors.

Import – Shipments originating outside the 48 contiguous United States that are: (a) consigned to points within the contiguous 48 United States and moved in part by an ocean or air carrier, or (b) consigned from ocean or air carriers for delivery within the contiguous 48 United States, or (c) consigned to a warehouse and within 12 months consigned to points within the contiguous 48 United States.

Intrastate – Origin and destination points reside within the same state.

Interstate – Origin and destination points do not reside within the same state.

Logistics – Logistics as used herein shall be defined as any Broker, Freight Forwarder, Third Party Logistics Provider, or Agent of Shipper.

LTL – Less than truckload. A quantity of freight weighing less than 20,000 pounds and occupying less than one pup, and whose rating is subject to a minimum weight of less than 20,000 pounds, or less than TL.

LTL Class Rates – Means class rates with a stated minimum weight of less than 20,000 pounds.

LTL Commodity Rates – Means Commodity Rates with a stated minimum weight of less than 20,000 pounds.

Lumper – A lumper service is a third party service that provides loading and/or unloading services at a customer's or consignee's facility.

Minimum Charge Floor (MCF) – The minimum charge after application of all pricing terms.

Multiple Shipment Minimum Charge (MSMC) – When more than one shipment is tendered at one time and place or a single shipment is tendered at carrier's service center, the shipment will be subject to the Multiple Shipment Minimum Charge.

Net Charge – Net dollar amount billed to the debtor after reduced rates or charges through the application of governing discounts, allowances, commodity rates, exception ratings, or any other reduction have been applied.

NMF – National Motor Freight Traffic Associations, Inc., Agent.

NMFC – National Motor Freight Classification

Palletized Shipment – A shipment tendered to and transported by carrier on pallets (elevating truck pallets of platforms or lift-truck skids, with or without standing sides or ends, but without tops).

Port – The geographic area covered by the applicable Port Authority.

Power Equipment – Any gasoline, diesel, electric or gas driven equipment including electric powered cranes and lift truck equipment.

Pup – One trailer not to exceed 28 lineal feet of loading space.

Rate – A charge per unit of measurement.

RVNX – Released value not exceeding.

Set – Two trailers each not exceeding 28 lineal feet of loading space.

Shipment – Except as otherwise provided in this tariff, a shipment consists of a quantity 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.

Single Shipment Minimum Charge (SSMC) – When a single shipment is tendered at one time and place, the shipment will be subject to the Single Shipment Minimum Charge.

Straight Truck – A two or three axle vehicle ranging from 12 to 26 feet in length, propelled by mechanical power and used on a highway in transportation, with cab (driver compartment) separate from the cargo compartment, and with or without lift gate.

SWE – SeaWide Express

TL – Truckload. A quantity of freight weighing 20,000 pounds or more, or occupies one pup or more, or whose TL rate or rating is subject to a minimum weight of 20,000 pounds or more.

TL Class Rates – Means Class rates with a stated minimum weight of 20,000 pounds or greater.

Trailer – One unit of equipment not exceeding 28 lineal feet of loading space.

Vehicle – Wherever the term "vehicle" or "vehicles" is used, such terms will have reference to either a trailer which does not exceed 53 feet in length or 2 trailers, each of which does not exceed 28 feet in length.

Wharf – Any wharf, berth, pier, quay, landing or other structure to which a vessel may make fast and that area or structure (other than a public utility warehouse) immediately adjacent, which is used for transit storage, lading, unloading, assembling, or distribution of goods or merchandise.

Will Call – Any shipment where there is a request to pick up freight at Carrier's service center.

You/Your – The shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

(0000) – A number in parentheses following a description of an article or in this tariff indicates the item in which the article is described in the National Motor Freight Classification series.

(p000) – When the letter “p” precedes the National Motor Freight Classification item number, it indicates that only a portion of the NMFC item is reflected.

Item 130 – Indemnification

1. Shipper shall indemnify, defend and hold harmless Carrier/Forwarder, including its respective officers, directors, agents, employees, and parent, sister and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney’s fees, costs and expenses incidental thereto), connected with or resulting from injury to or death of any person; injury to property (excluding Customer’s cargo), or to natural resources; violation of any local, state or federal law or regulation; or strict liability imposed by any law or regulation, arising out of the Shipper’s (or its employees or agents) negligent acts or omissions or willful misconduct or violation of any law or regulation, in connection with the services requested by Shipper and provided by Carrier/Forwarder hereunder. Carrier/Forwarder shall provide Shipper with (i) written notice of any such claim; and (ii) sole authority and control over the defense and/or settlement of such claim; and (iii) at the Shipper’s request, such reasonable assistance and information as is available for the defense of such claim. In no event will Carrier/Forwarder be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.

Item 140 – Logistics Providers

Unless otherwise provided, this Item applies only for Logistics, as defined in Item 110 and shall be in addition to all other terms and conditions of the Tariff.

1. SERVICE. Subject to reasonable requests, Carrier may transport such merchandise as Logistics may tender to Carrier, excluding any prohibited merchandise or articles described in Carrier’s governing rules tariff. Additionally, the services by Carrier shall not include, and Logistics hereby agrees, represents and warrants that it shall not provide to Carrier, any freight that is destined to have any subsequent movement by any aircraft.

2. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. Logistics hereby represents and warrants that it is duly and legally qualified to operate as a property broker and/or freight forwarder in accordance with Applicable Law and maintains all insurance coverage as required by Applicable Law.

3. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF LOGISTICS.

A. Logistics warrants and represents that neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors;

B. Logistics acknowledges and agrees that neither it nor its agents will represent to any third party that Logistics is authorized to bind Carrier or that Logistics is authorized to act on behalf of Carrier.

C. Logistics warrants and represents that it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics and any Customer or other third-party. Specifically Logistics warrants and represents that it will not tender any goods to Carrier which Logistics is prohibited from brokering or providing to third parties for transportation.

D. Logistics represents and warrants that in the event any other motor carrier transports all or

any portion of a shipment tendered to Carrier, for example, by way of an interline or interchanges, Logistics shall be solely responsible for selecting such third party motor carrier.

E. In the event that Logistics additionally holds authority from any regulatory authority to operate as a motor carrier, Logistics warrants and represents that any and all goods tendered to Carrier by Logistics hereunder shall be tendered pursuant to Logistics' property broker and/or freight forwarder authority.

4. **DISPOSITION OF CLAIMS.** Logistics expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to Logistics. As between Carrier and Logistics, Logistics hereby agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability vis-à-vis the customers of Logistics ("Customer"). Logistics will indemnify and hold Carrier harmless from any claim made by any Customer or any third party claiming an interest in the goods tendered to Carrier by Logistics hereunder.

5. **REFUSAL OF SHIPMENT.** In the event of refusal of a shipment by a consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify Logistics. Carrier shall have reduced liability as warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this Tariff.

6. **INSURANCE.** Logistics represents and warrants compliance with all insurance filing requirements imposed by all applicable law.

7. **INDEMNIFICATION.** Logistics shall indemnify, defend and hold harmless Carrier/Forwarder, including its respective offices, directors, agents, employees and parent, sister and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses incidental thereto), connected with or resulting from (i) violation of any local, state or federal law or regulation, (ii) breach of this Agreement or any representation or warranty contained herein, (iii) strict liability imposed by any law or regulation, (iv) injury to or death of any person; injury to property, or to natural resources; to the extent arising out of Logistics' or its Customer's (or its respective employees' or agents') negligent acts or omissions or willful misconduct in connection with the services requested by Logistics and provided by Carrier hereunder. Carrier shall provide Logistics with (1) written notice of any such claim; (2) information as is available for the defense of such claim at Logistics' expense. In no event will Carrier be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.

Item 150 – APPLICATION OF CLASSES —CONSTRUCTION OF CLASS FOR DENSITY RATED SHIPMENTS

1. On shipments where the commodities are classed by actual density or density group within a specific item in the NMFC and where the NMFC makes no reference to item 150 nor provides any direction as to how the Carrier is to class a shipment when the actual density or density group is not on the Bill of Lading, the charges will initially be assessed on the basis of the class applicable to the lowest density provided in the specific NMFC item. Upon submission of satisfactory proof of a higher actual density, the freight charges will be adjusted to the basis of the class applicable to such density.

Item 151 - APPLICATION OF CLASSES —ARTIFICIAL CONSTRUCTION OF DENSITY TO OBTAIN A LOWER CLASS (BUMPING)

(Exception to NMFC Item 171)

1. The provision of NMFC Item 171 will not apply when the applicable pricing program provides for a class

exception or freight all kinds (FAK) class.

Item 160 – APPLICATION AND PRECEDENCE OF RULES AND TARIFFS

1. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and/or tariffs, such contracts and/or tariffs, to the extent of their application, will apply.
2. Reissued Tariffs, items or parts of items will cancel previously issued Tariffs, items or parts of items, or publications referenced thereto.
3. Unless otherwise provided, when provisions of this Tariff are in conflict with those published in the governing publications, this Tariff will apply.
4. When this tariff provides for the application of charges, Carrier/Forwarder will maintain records to verify the charges and so document on any billing or invoicing to the Payor. Accessorial, surcharges, fees and other charges set forth herein are not limited by nor intended to reflect Carrier/Forwarder's costs incurred.
5. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of Carrier/Forwarder before services will be performed.
6. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges.
7. Unless otherwise provided, requests for changes to a Bill of Lading must be in writing from the responsible party/parties.
8. Driver signature on the bill of lading only acknowledges receipt of freight. Terms and conditions of SeaWide Express 100 Series Rules Tariff will apply.
9. Unless otherwise provided, for shipments moving within the U.S. and points of pickup from or delivery to the motor, ocean, air or rail carrier, and/or freight forwarder. Shipments moving beyond the U.S. will be subject to the rules, rates, charges, provisions and liabilities of the Carrier and/or forwarder handling the beyond movement.
10. SeaWide Express reserves the right to modify, amend, change or supplement any of these rules at any time, without notice, including, without limitations, the rates, services, features of service, and other terms and conditions. These rules are published in printed form and electronically at the SeaWide Express website on www.SeaWideExpress.com. The downloadable PDF version of the Rules Tariff on SeaWide Express.com is the most current version and is controlling.
11. Where a rule is published in this tariff governing the same service as a rule published in the National Motor Freight Classification 100 series, such rule published herein, to the extent of its application will apply in lieu of the rule published in the National Motor Freight Classification 100 series.

Item 161 – APPLICATION OF CUBE / DENSITY BASED RATES (APPLIES ONLY WHEN REFERENCE IS MADE HERETO)

1. Rates and charges published herein, and as may be amended or superseded are in dollars and cents in lawful currency of the United States of America.
 - A. Rates published herein apply per 100 pounds, based upon the actual cube and density of the shipment. Where optional weight or measurement rates are named for any article it is understood that the rate yielding the greater revenue to the Carrier will be assessed.
 1. Total weight, cube and density will be shown on the original Bill of Lading when tendered to Carrier at time of shipment.
 - B. Carrier reserves the right to verify the information furnished and make corrections when errors or discrepancies are found. All 'metric' dimensions, measurements and calculations will be

- converted to “cubic feet” for rating purposes.
- C. All freight rates and other charges shall be based on the actual gross weight, cube and density. In the event the cube and density are not shown on the Bill of Lading at time of shipment, Carrier will determine the applicable density by the NMFC description and class, converted to density based upon the National Classification Committee Density Guidelines (See Paragraph 10 herein).
1. Except as otherwise provided, fractional dimensions shall be disposed of as provided in Paragraphs 3 and 4 herein.
 2. Except as otherwise provided, if different articles are shipped in the same package, the rate for the highest rated article will be charged for the entire package.
2. In determining the cube of any piece or package, the extreme dimensions of length, width, and depth including all projecting portions shall be used.
- A. Conversion into cubic feet will be made only after fractional inches have been disposed of as provided in Paragraph 3 or 4 herein.
 - B. For conversion purposes, 1728 Cubic inches equal one cubic foot.
3. Disposition of Fractions will be as follows:
- A. All fractions under one-half (1/2) inch shall be dropped.
 - B. All fractions of one-half (1/2) inch or greater shall be taken to the next full inch.
 - C. Where a fraction of exactly one-half (1/2) inch occur in two dimensions, the one on the smaller dimension shall be taken to the next full inch and the other dropped. If both dimensions are the same, one fraction shall be taken to the next full inch and the other dropped.
 - D. Where fractions of exactly one-half (1/2) inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next full inch and the other dropped. If all three dimensions are the same, two fractions shall be taken to the next full inch and the third dropped.
4. Fractional Cubic Feet:
- A. Each item of the Bill of Lading shall be considered separately.
 - B. On a single package of less than one cubic foot, it shall be rated at one cubic foot.
 - C. On a single package in excess of one cubic foot, if the fraction is less than one-half (1/2) cubic foot, it shall be dropped. If the fraction is one-half (1/2) cubic foot or greater, it shall be taken to the next full cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurements of all the packages. Where the total results in a fraction, such fraction shall be dropped if less than one-half (1/2) cubic foot. If the fractions are one-half (1/2) cubic foot or over, it shall be taken to the next full cubic foot.
5. Dimensional weight in pounds is calculated by multiplying the total cubic feet of the shipment by 1728 then dividing by the dimensional weight factor. The final dimensional weight will be rounded up to the next whole pound.
6. Where rates are provided for on articles named herein, the same rate will be applicable on parts of such articles, when so described on the Bill of Lading, except where commodity rates are provided for such parts.
7. Rates as named herein apply on cargo which can be handled by hand, or by mechanical fork lift, including commodities on/in pallets, skids and containers.
8. When two or more freight rates are named for the carriage of goods of the same descriptions, and the application is dependent upon the quantity of the goods shipped, the charges assessed against the smaller shipment shall not exceed those for any larger quantity.
9. A corrected Bill of Lading or letter of authorization to change dimensions or cube will not be accepted after shipment has been tendered for delivery.
10. National Classification Committee
Density Guidelines: A.

MINIMUM AVERAGE DENSITY (in pounds per cubic foot)	CLASS	MINIMUM AVERAGE DENSITY (in pounds per cubic foot)	CLASS
50	50	8	110
35	55	7	125
30	60	6	150
22.5	65	5	175
15	70	4	200
13.5	77.5	3	250
12	85	2	300
10.5	92.5	1	400
9	100	Less than 1	500

- b. The density guidelines are used in the assignment of classes where average density is representative or reflective of the range of densities exhibited. Furthermore, the density/class relationships set forth in the guidelines presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different “weight” in determining the appropriate class.

Item 165 – APPLICATION OF TARIFFS

1. Pricing programs apply on commodities specifically provided for in individual customer tariff items or contracts and only to the Customer and its account codes shown in the tariff or contract.
2. Except as otherwise provided, applicable discounts will be shown as a reduction on the freight bill from the otherwise applicable freight charge.
3. Pickup service must be provided by, or at the direction of SeaWide Express. Shipments picked up by cartage agents or other carriers without authorization of SeaWide Express will not qualify for discounts.
4. When the applicable pricing provisions require SeaWide Express to make a remittance on a freight bill, such remittance will not be sent until the freight bill has been paid.
5. Discounts published in discount tariffs will not apply on the Accessorial Charges.
6. Rates, Allowances, Discounts, or other Rules do not apply to the extent that such provisions are in conflict with 49 CFR 373.103.
7. Customer hereby agrees that any discounts and pricing programs provided to it are intended to be utilized only for Customer and that it will not allow its discounts or pricing programs to be used or utilized in any manner by any other customer, broker, freight forwarder, logistics and consulting organization or any other reseller of freight services. Carrier shall have the right to immediately terminate any and all discounts and pricing programs for any violation by Customer of this provision, this shall not be considered an election of remedies and shall be in addition to any other rights and remedies available to Carrier/Forwarder under law.
8. Carrier/Forwarder reserves the right to modify, suspend or cancel pricing programs at its sole discretion at any time without notice.

Item 180 – APPLICATION OF ALLOWANCES, COMMISSIONS, AND OFF BILL DISCOUNTS

1. Except as otherwise provided, all individual allowances, commissions, and off-bill discounts applied by Carrier/Forwarder are governed by this publication. Allowance, commission, and off-bill discount publications are also governed by the specific governing publications and rules within the publication where the allowance, commission, or off-bill discount is so published.
2. Unless otherwise indicated in specific individual allowance, commission, and off-bill publications, the following will apply for all allowances and off-bill discounts:
 - a. Allowances, commissions, and off-bill discounts apply only when the specific requirements provided in individual publications are met.
 - b. Allowances, commissions, and off-bill discounts will be paid by Carrier/Forwarder 60 days from the date of shipment. In the event Carrier fails to pay the allowance or off-bill discount, the Customer must request payment within 180 days from the date of shipment or allowance or off-bill discount will not be paid and will be considered as forfeited.
 - c. Allowances or off-bill discounts will not be paid and will be considered forfeited if any of the following requirement are met:
 - i. Shipments rated at the applicable absolute minimum charge.
 - ii. Shipments weighing 20,000 pounds or more or rated as 20,000 pounds or more.
 - iii. Shipments on spot contracts (rates quoted specific movement per shipment).
 - iv. When for any one calendar month the otherwise applicable allowance and/or off-bill discount total for that month is less than \$100.00
 - d. Commissions will not be paid and will be considered forfeited if any of the following requirements are met:
 - i. Shipments weighing 20,000 pounds or more or rated as 20,000 pounds or more.
 - ii. Shipments moving on spot contracts (rates or charges quoted on specific movement per shipment).
 - iii. When for any one calendar month the otherwise applicable allowance and/or off-bill discount total for that month is less than \$100.00
3. Unless otherwise indicated in individual pricing provisions, the following will apply:
 - a. The following provision applies for the application of Loading allowances:
 - i. In lieu of pickup and loading service as provided in Item 660, when Consignor elects to load Carrier's pup/set, Carrier will spot pup/set at consignor's dock or trailer parking area. When necessary, Consignor will move pup/set to facilitate loading. Consignor will load pup/set and notify Carrier when loaded pup/set is ready for removal.
 - ii. Loading allowance will be calculated on the actual weight of the shipment.
 - iii. Loading allowance will not apply on shipments loaded by Carrier or that require the Consignor to load.
 - b. The following provision applies for the application of pallet allowances: Pallet allowances will not be paid if Consignee elects to retain the pallet(s) or if Carrier returns the pallet(s) to Consignor.
 - c. The following provision applies for the application of off-bill discounts:
 - i. Each month, Carrier will compute the total qualifying revenue to determine the application of the volume dependent discount shown in individual pricing publication. The total qualifying revenue includes only linehaul charges accruing to the Carrier in connection with outbound prepaid and inbound collect single line shipments.
 - ii. The off-bill or volume dependent discount will not be paid on any of the following:
 - a.) Shipments rated per truckload or volume rates.
 - b.) Shipments rated per commodity or commodity column or exception rates.

- c.) Shipments moving on spot contracts (rates or charges quoted on specific movement per shipment).
 - d.) Shipments rated per publications that do not specifically reference the off-bill or volume dependent discount including outbound collect and inbound prepaid.
 - e.) Shipments billed to a Third Party debtor if other than part for which the off-bill or volume dependent discount was published.
 - f.) Shipments rated at the published absolute minimum charge.
 - g.) Accessorial charges, fuel surcharges, and premium service charges such as, but not limited to, Close of Business Delivery and A.M. Delivery, shown as separate charges on individual invoices are specifically exempt from any off-bill discounts.
4. The off-bill or volume dependent discount will be paid only on ocean revenue and only to the extent provided in the Customer's individual published discount program.

Item 190 – LIABILITY – PUBLISHED TRANSIT TIMES

1. Subject to reasonable requests, Carrier agrees to accept, transport, and deliver with reasonable dispatch such merchandise as Customer may tender to Carrier/Forwarder for transportation. However, Carrier shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.

Item 200 – CONFIDENTIALITY

1. Consignee and Consignor agree that the terms of any Pricing or Transportation Agreement, including the attached pricing, are confidential and shall be held in strict confidence by all parties and may not be disclosed unless required by law. Consignee and Consignor agree not to post or publicly display the terms or the pricing. Carrier, Consignee and Consignor also agree that any discussions or negotiations regarding pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality. Notwithstanding the foregoing, disclosure by Carrier to subsidiaries, affiliates and related entities of the Carrier is permitted without prior authorization.
2. Carrier reserves the right, but is not required, to open and inspect any shipment with or without notice.

Item 300 – BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES

(Exception to NMFC Item 360)

1. Transportation of shipments handled by Carrier are governed by the Bill of Lading terms and conditions shown in the National Motor Freight Classification as modified by the rules, regulations and charges published in this tariff.
2. No deviation from these standard terms and conditions will apply in connection with shipments handled by Carrier/Forwarder, except upon written agreement signed by an Officer of Carrier/Forwarder. Terms and conditions of pre-printed Bills of Lading tendered to Carrier by Shipper at time of shipment and signed by Carrier's driver or dock worker will not apply except upon written agreement of an officer of Carrier/Forwarder. Bills of Lading so tendered by Shipper at time of

- shipment will be accepted by Carrier subject to the terms and conditions shown herein and as modified in this rules tariff.
3. Except as provided in paragraph 2 herein, the provision of NMFC Item 360 will apply, except upon request the following will be provided:
 - A. Copies of freight bills, invoices, statements or proofs of delivery.
 - B. Other forms or copies as may be required for submission with freight bills for payment.
 4. When Carrier receives a request to change or amend any aspect of the Carrier's Freight Bill from the responsible party, such as Consignor, Consignee or Third Party, the following provisions will apply:
 - A. Requests to change the payor of the charges or the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by the Carrier. The request must be made in writing. There will be a \$28.00 fee for this service.
 - B. Requests to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected Bill of Lading has been signed by the Consignor, or once the shipment has been delivered, or if shipment has been lost or damaged.
 - C. Requests to change the actual or released value of a commodity will not be accepted after the shipment has been delivered.
 - D. Requests to change the commodity description, weight or pieces shall be accompanied by satisfactory written documentation acceptable to Carrier, such as original invoice or descriptive advertising copy.
 - E. Requests must be made via corrected Bill of Lading, letter of authority or any other acceptable means with requestor's signature.
 - F. Requests to change the debtor of SeaWide Express shipments for reasons other than Carrier error require a letter of authorization (LOA) from the new bill-to party only. If a true third party refuses the charges, the consignor may be billed without a LOA.
 5. Driver signature on the Bill of Lading only acknowledges receipt of freight. Terms and conditions of SWE 100 Series Rules Tariff and the Bill of Lading contract as provided in the NMFC will apply.
 6. When the Consignor fails to state the freight terms (prepaid or collect) in writing on the Bill of Lading, the shipment will move as prepaid and all applicable charges will be borne by the Consignor.
 7. Fees as stated in paragraph 4 subparagraph A are only applicable on shipments from, to, or between points within the U.S., including Alaska and Hawaii.
 8. Shipper acknowledges that any and all comment that may be included in the "Remarks" section of the Bill of Lading is for Carrier informational purposes only. Shipper further acknowledges that Carrier will not have any obligations or liabilities under any circumstances for any comments that may be included in such section.
 9. Unless otherwise provided, all weights will be shown in pounds.
 10. When Customer's pricing program is published with a pallet weight waiver and/or allowance, Customer is required to list the pallet weight on the original bill of lading as a separate line item. If the Customer fails to list the pallet weight on the bill of lading, Carrier will assume the weight presented on the bill of lading to be the net weight of the commodities alone excluding any pallet weight. Carrier will apply a pallet weight calculation by multiplying the handling units times the pounds per pallet as published in the Customer's pricing program.

Item 301 – REMITTANCE PROCESSING

You must furnish with your payment the pro numbers to which your payment applies. Payment should be sent using your remittance advice to one of the following:

IF A CUSTOMER IS PAYING A U.S. BILLED INVOICE, AND THE PAYMENT IS RECEIVED BY:	
Express Mail Envelope from any State	AJC Logistics LLC ATTN: 117647 100 South Crest Dr Stockbridge, GA 30281
U.S. Postal Service, and State	SeaWide Express An AJC Logistics Company P.O. Box 117647 Atlanta, GA 30368-7647
ACH Routing	Account Number: <u>1110020498017</u> Routing Number: <u>061113415</u> Account Name: <u>SeaWide Express</u> Bank Name: <u>Truist Bank</u> Bank Address: <u>303 Peachtree St. NE</u> <u>32nd Floor</u> <u>Atlanta, GA 30308</u>
Wire Routing	Account Number: <u>1110020498017</u> Routing Number: <u>061113415</u> Account Name: <u>SeaWide Express</u> Bank Name: <u>Truist Bank</u> Bank Address: <u>303 Peachtree St. NE</u> <u>32nd Floor</u> <u>Atlanta, GA 30308</u> Swift Code: <u>BRBTU</u>
Certified Checks / OVERNIGHT	AJC Logistics, LLC. ATTN: 117647 100 South Crest Dr Stockbridge, GA 30281

Item 320 – BULK MAIL

(EXCEPTION to NMFC Item 133940)

1. The classification for Mail as found in NMFC Item 133940 will not apply to Carriers/Forwarders participating in the SWE 100 Series Rules Tariff.
2. The NMFC classification on shipments moving from shippers, consigned to U.S. and Foreign postal facilities, will be classed according to the actual commodity shipped.

Item 375 – MINIMUM CHARGE - ABSOLUTE

1. Except as otherwise provided, the absolute minimum charge shall be outlined in the SWE 200 & SWE 300 tariffs.
2. Except as otherwise provided, the absolute minimum charge for Hawaii shipments moving between points in the contiguous United States on the one hand, and points in Hawaii on the other hand, will be as provided in Paragraph 1 for the contiguous United States portion of the move plus an additional charge as provided in tariff SWE 200 for the Hawaii portion of the move.
3. Except as otherwise provided, the absolute minimum charge for Alaska shipments moving between points in the contiguous United States on the one hand, and points in Alaska on the other hand, will be as provided in Paragraph 1 for the contiguous United States portion of the move plus as additional charge as provided in tariff SWE 300 for the Alaska portion of the move.

Item 390 – CARRIER / Forwarder LIABILITY

1. Carrier/Forwarder shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods or the act or default of the shipper. The burden to prove freedom from negligence is on the carrier or the part in possession. IN NO CASE WILL CARRIER/FORWARDER BE LIABLE FOR ANY TYPE OF CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES, including but not limited to loss of income or profits, regardless of whether or not Carrier/Forwarder knew or should have known that such damages might have been incurred.
2. Customer shall, at its cost and expense, comply with all applicable federal, state, local and International laws, rules and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules or regulations. Customer shall also be responsible for Carrier/Forwarder's charges pertaining to any services performed by Carrier/Forwarder at Customer's request for compliance with any such laws, rules or regulations.
3. Requests to add or change the valuation of any shipment will not be accepted, except as noted in paragraph 5 A herein.
4. Whether new, used or reconditioned articles and regardless of NMFC released, declared or actual value provisions, Carrier/Forwarder's liability for any shipment loss, damage or delay shall not exceed the lesser of the actual value or the applicable liability limitations referenced in this tariff Item 390.
5. Items described in the NMFC and shipped under RELEASED VALUE provisions will be subject to the maximum released value depending on the class listed at the time of shipment.
 - A. When the NMFC offers the Consignor or Consignee the option to declare an actual, declared or released value on the Bill of Lading, and such valuation is NOT declared by the Consignor or Consignee and the shipment is inadvertently accepted by Carrier, charges will be assessed based on the working of the applicable NMFC item covering the shipment.
 1. On shipments that are classed based on value, either actual, declared or released, and the NMFC does not advise within the item or its notes how to rate a shipment when such value is not present on the Bill of Lading, the Carrier will rate at this highest class provided within the item at a maximum liability not to exceed \$5 per pound. Specifically so covered within this item, but not limited to, are NMFC items 149420 and 161850 that will be rated as follows if no value is provided on the Bill of Lading:

<u>NMFC Item #</u>	<u>Apply Class</u>	<u>Subject to Maximum Liability of:</u>
149420	300	\$5 per pound
161850	125	\$1 per pound

- B. When a Freight All Kinds (FAK) class or an exception class rating is provided in any tariff governed by the provisions of the tariff for a commodity that has available declared or released value provisions in the NMFC to obtain a lower class, the commodities are released to the lowest declared or released value provided in the NMFC, regardless of the shipment weight or whether rated truckload, LTL minimum charge or absolute minimum charge.
6. In lieu of the valuation indicated in the NMFC, valuation, rates and charges on USED or RECONDITIONED articles will be as follows:
- A. When Consignor or Consignee declares no value or declares an actual or released value of 50 cents or less per pound per package or fails to describe articles as used or reconditioned on the original Bill of Lading:
1. Apply 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.
 2. Carrier's maximum liability shall not exceed 50 cents per pound per package or \$10,000 per incident, whichever is lower.
- B. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier/Forwarder's, maximum liability. Additional liability coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.
7. In all cases, the customer shall tender shipments packaged in a manner to protect the shipment from damage while in transit. Shipments found to be unpackaged and/or improperly packaged shall have a maximum liability of \$0.50 per pound.
8. For shipments moving from points in the U.S. to points in Hawaii, and/or Alaska and shipments moving from points in Hawaii, and /or Alaska to points in the U.S., the following limitations of cargo liability provisions will apply:
- A. The Carrier's U.S. domestic liability limitations will apply, except that no excess liability coverage is available and the Carrier's maximum liability will not exceed the lesser of the actual value supported by a certified copy of the original invoice or the applicable liability limitations referenced in this tariff Item 400.
9. For shipments requiring customs clearance, the Shipper, Consignee, Third Party, Broker and/or Agent is responsible for complying with all applicable domestic and international treaties, laws, government regulations, orders or requirements including by not limited to customs and import laws and regulations of any country to, from, through or over which the shipment may be carried and agrees to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements. Under no circumstance will the Carrier be liable for failure to comply with any such provisions.
10. ANY EFFORT TO REQUEST EXCESS LIABILITY COVERAGE OR DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS TARIFF IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A REQUEST FOR EXCESS LIABILITY COVERAGE OR A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THIS TARIFF AS TO SUCH SHIPMENT.
11. The claimant will indemnify against any third party subrogation for cargo loss or damage over and above the maximum liability contained herein.

Item 400 – CARRIER LIABILITY – Limited to FAK (Freight All Kinds) AND/OR Exception Class Rated Shipment

(Applicable only when reference is made to this item)

1. When reference is made to this item, and the shipment moves under FAK rates or Exception class, Carrier’s liability will not exceed the maximum liability per pound for classes provided below.
2. When the shipment moves under actual class provisions, standard liability limitations outlined in Item 390 will apply.
3. Claims will be based on a per pound per package basis; liability will not be determined on the weight of the entire shipment in question.
4. Carrier’s liability will be the same as that of the FAK class, Exception class or class reduction. For example, an actual class 125 reduced to an FAK or Exception class 70 will be subject to the Maximum Liability per pound per package for class 70.
5. Carrier’s liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK class or exception class is limited to the (1) actual cost of the goods lost, damaged or destroyed; (2) exclusions or limited liability provisions of the Bill of Lading; (3) applicable limited liability provisions of the NMFC; or (4) lowest Released Value shown in the NMFC for the commodity shipped, or \$100,000 per incident per Shipper, whichever is less, subject to the maximums by FAK and/or exception class as shown below.

<u>CLASS</u>	<u>MAXIMUM LIABILITY PER POUND PER PACKAGE</u>	<u>CLASS</u>	<u>MAXIMUM LIABILITY PER POUND PER PACKAGE</u>
50	\$1	110	\$25
55	\$2	125	\$25
60	\$3	150	\$25
65	\$5	175	\$25
70	\$7.50	200	\$25
77.5	\$10	250	\$25
85	\$15	300	\$25
92.5	\$17.50	400	\$25
100	\$25	500	\$25

6. In lieu of maximum liability as indicated in the above table, USED or RECONDITIONED items will be subject to a maximum liability of \$0.50 per pound per package or \$10,000 per incident, whichever is lower, regardless of the published FAK class or Exception class.
7. There is no excess liability coverage available for published FAK class or Exception class pricing referring to this item.
8. The claimant will indemnify against any third party subrogation for cargo loss or damage over and above the maximum liability contained herein.

Note 1: All liability per pound per package will be subject to a maximum Carrier liability of \$100,000 per incident per Shipper.

Item 415 – COLLECTION OF CHARGES AND EXTENSION OF CREDIT

1. COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to Carrier, subject to the following provisions:
 - A. For prepaid shipments, charges are due and payable by the Consignor, at the time the prepaid shipment is tendered by the Consignor.
 - B. For collect shipments, charges are due and payable by the Consignee at the time the collect shipment is received by the Consignee.
 - C. For accessorial services, at the time any accessorial service is requested or possession of the shipment involved, or any part thereof, is relinquished by Carrier.
 - D. For third party shipments, charges are due and payable by the party shown on the original Bill of Lading as the Payor of the freight charges, upon presentation of a freight bill (see Paragraph 3 herein).
 - E. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.
 - F. Freight charges must be prepaid on export shipments, except as follows:
 1. Shipments moving on Government Bills of Lading.
 - G. Except as otherwise provided, rates and charges contained herein are expressed in U.S. currency.
 - H. Except as otherwise provided, payment of freight charges will be in U.S. currency.
2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows:
 - A. Presentation of freight charges may be by U.S. Mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.
 - B. Extension of Credit, excluding Saturdays, Sundays and legal holidays, will be as follows:
 1. Outbound Prepaid – 15 days from shipment date.
 2. Outbound Collect – 15 days from delivery date.
 3. Additional charges after freight relinquished – 30 days from presentation of the subsequently issued freight bill.
 - C. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods including cash up to \$500.00.
 - D. When payment is by wire transfer, the following charge will apply:
 1. For Domestic, \$32.00 for each wire transfer transaction.
3. When a Third Party (a party other than the Consignor/Consignee or its freight payment processor) is shown on the Bill of Lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:
 - A. Shipment will be billed as “prepaid”.
 - B. Consignor does not execute Section 7 of the Bill of Lading.
 - C. Consignor has established credit with originating Carrier.
 - D. Consignor guarantees to pay all accrued charges if the Third Party fails to do so within the time allowed.
 - E. Name and address of Third Party must be clearly shown on the original Bill of Lading.
4. When checks or similar instruments tendered to Carrier are returned to Carrier unpaid, the following service charge will apply:
 - A. A service charge of \$125.00 for each check or similar instrument.
5. If the Carrier is forced to utilize an outside collection source, the following provisions will apply:
 - A. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.
6. Any attempt to discharge an outstanding debt to Carrier by marking a payment of less than full outstanding balance “Paid in Full” or “Accord and Satisfaction” or similar language will be null and void.
7. Payments made on a debtor’s account may be applied to any unpaid invoice issued on that account.

Item 470 - DETENTION

1. When Carrier’s pup/set or vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, DETENTION charges will begin upon expiration of the applicable free time allowed, and will end when the pup/set or vehicle is loaded or unloaded and is available for movement.
2. Free time will begin when Carrier notifies Consignor/Consignee that the pup/set is available for loading or unloading.
3. The following DETENTION charges will apply:
 - a. For DETENTION with Power, the following charges and provisions will apply:
 1. \$46.00 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$52.00.
 2. Free time will be determined as follows:

<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>
a.1. <i>Less than 1,000 lbs.</i>	<i>15 minutes</i>
a.2. <i>1,000 through 4,999 lbs.</i>	<i>30 minutes</i>
a.3. <i>5,000 through 9,999 lbs.</i>	<i>40 minutes</i>
a.4 <i>10,000 lbs. or more</i>	<i>60 minutes</i>

b. Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.

4. SeaWide Express shall have the right to collect charges from the Payor in the case of both loading and unloading, regardless of whether linehaul charges are prepaid or collect.
5. When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:
 - a. Request pup/set or vehicle without power remains. Free time will cease, and DETENTION without Power will begin with applicable free time.
 - b. Request pup/set or vehicle leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until pup/set is returned. Storage and redelivery charges will apply without additional free time.
6. DETENTION with Power will also apply when Carrier assists in loading, unloading, counts or checks the freight whether the power remains or not.
 - B. For DETENTION without Power, the following charges and provisions will apply:
 1. \$148.00 per vehicle for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the Customer notifies Carrier that the equipment is available to Carrier.
 2. Free time will be determined as follows:
 - a. 24 hours, excluding non-business days.
 3. Subject to availability of equipment, Carrier will spot pup/set or vehicle for loading or unloading on the premises or designated site as requested by Consignor/Consignee, or as close as conditions permit. Customer or its designee may move the spotted trailed with its own power units at its own expense and risk for the purpose of loading or unloading.
 4. Consignor/Consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show, “shipper load and count”. When a pup/set or vehicle is unloaded and reloaded, each transaction will be treated independently of the other except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

5. Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a pup/set or vehicle loaded by Consignor, and will end when Carrier spots pup/set or vehicle for unloading by Consignee, as the case may be.

Item 500 – EXHIBITION PARAPHERNALIA & EXHIBITION SITES

1. Apply Class 150 on Exhibition Paraphernalia, Items 154630 through 154638, in lieu of the class rating in the NMFC.

Item 520 – EXTRA LABOR

1. When Consignor/Consignee requests extra labor be furnished for loading, unloading, blocking or bracing, or similar services, and labor is available, the following charges will apply:
 - A. \$99.00 per person for each hour or fraction thereof, subject to a minimum charge of \$391.00.
2. Time will be computed from the time the extra labor departs from Carrier's service center through its return to the service center, excluding any time servicing other Customers.
3. When service is provided during non-business time as defined in Item 110, charges stated in Item 520 are not applicable. Refer to Item 753 for applicable charges.

Item 540 – FUEL SURCHARGE

1. The weekly national average diesel fuel price set by the U.S. Department of Energy effective each Monday shall be used to determine the fuel surcharge. All rates and charges for linehaul transportation, and other services which consume fuel, in tariffs or contracts making reference to this tariff, will be increased by the percentage shown below.
2. LTL & TL rated shipments will be subject to the same percentage of Fuel Surcharge.

When the EIA Fuel Index is AT LEAST:	The LTL & TL Fuel Surcharge will be:	When the EIA fuel Index is AT LEAST:	LTL & TL Fuel Surcharge will be:	When the EIA Fuel is AT LEAST:	LTL & TL Surcharge will be:
200	18.60%	234	20.30%	268	22.00%
201	18.70%	235	20.40%	269	22.10%
202	18.70%	236	20.40%	270	22.10%
203	18.80%	237	20.50%	271	22.20%
204	18.80%	238	20.50%	272	22.20%
205	18.90%	239	20.60%	273	22.30%
206	18.90%	240	20.60%	274	22.30%
207	19.00%	241	20.70%	275	22.40%
208	19.00%	242	20.70%	276	22.40%
209	19.10%	243	20.80%	277	22.50%
210	19.10%	244	20.80%	278	22.50%
211	19.20%	245	20.90%	279	22.60%
212	19.20%	246	20.90%	280	22.60%
213	19.30%	247	21.00%	281	22.70%
214	19.30%	248	21.00%	282	22.70%
215	19.40%	249	21.10%	283	22.80%
216	19.40%	250	21.10%	284	22.80%
217	19.50%	251	21.20%	285	22.90%
218	19.50%	252	21.20%	286	22.90%
219	19.60%	253	21.20%	287	23.00%
220	19.60%	254	21.30%	288	23.00%
221	19.70%	255	21.30%	289	23.10%
222	19.70%	256	21.40%	290	23.10%
223	19.80%	257	21.40%	291	23.20%
224	19.80%	258	21.50%	292	23.20%
225	19.90%	259	21.50%	293	23.30%
226	19.90%	260	21.60%	294	23.30%
227	20.00%	261	21.60%	295	23.40%
228	20.00%	262	21.70%	296	23.40%
229	20.10%	263	21.70%	297	23.50%
230	20.10%	264	21.80%	298	23.50%
231	20.20%	265	21.80%	299	23.60%
232	20.20%	266	21.90%	300	23.60%
233	20.30%	267	21.90%	301	23.70%

When the EIA Fuel is AT LEAST:	LTL & TL Fuel Index Surcharge will be:	When the EIA Fuel LEAST:	LTL & TL FUEL Surcharge will be:	When the EIA Fuel is at LEAST:	LTL & TL Fuel Surcharge will be
302	23.70%	335	25.40%	368	27.00%
303	23.80%	336	25.40%	369	27.10%
304	23.80%	337	25.50%	370	27.10%
305	23.90%	338	25.50%	371	27.20%
306	23.90%	339	25.60%	372	27.20%

*Note 1: The EIA (Energy Information Administration) fuel index is updated on the first business day of each week and may be determined by calling the EIA hotline at 202-586-6966. The applicable surcharge will become effective on the Wednesday immediately following.

**Note 2: Fuel surcharge percentages and associated trigger points are subject to change without notice. If the fuel surcharge drops below 18.6% or rises above 28.6%, the table above will be updated.

Item 620 – MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY

(Exception to Section 3.(a) of NMFC Item 640)

1. Unless otherwise provided, shipments that consist of differently classed articles contained in or on one handling unit that have been inspected and the inspection determines the Shipper's information was inaccurate, the handling unit will be rated at the class shown in Paragraph 2 based on the density of the unit using the weight and measurements of the unit.

2.

<u>IF DENSITY IS:</u>	<u>APPLY CLASS FOR RATING PURPOSES:</u>
Less than 1 pcf	400
1 pcf but less than 2 pcf	300
2 pcf but less than 4 pcf	250
4 pcf but less than 6 pcf	150
6 pcf but less than 8 pcf	125
8 pcf but less than 10 pcf	100
10 pcf but less than 12 pcf	92.5
12 pcf but less than 15 pcf	85
15 pcf but less than 22.5 pc	70
22.5 pcf but less than 30 pcf	65
30 pcf but less than 35 pcf	60
35 pcf but less than 50 pcf	55
50 pcf or greater	50

Item 630 – PACKING OR PACKAGING - GENERAL

(Exception to Section 1.(a) Note 2 (a and b) of NMFC Item 680)

1. Unless otherwise provided, commodities in a shipping container (not in containers within containers) shall be deemed to be in compliance when filled to not less than 65 percent of the capacity of such container. When filled to less than 65 percent of capacity of the container, the gross weight of the container and its contents and the measurements of the container will be used to determine the density of the container. The container will be rated at the applicable class shown in paragraph 2 below based on the density of the container.

2. IF DENSITY IS:	<u>APPLY CLASS FOR RATING PURPOSES:</u>
Less than 1 pcf	400
1 pcf but less than 2 pcf	300
2 pcf but less than 4 pcf	250
4 pcf but less than 6 pcf	150
6 pcf but less than 8 pcf	125
8 pcf but less than 10 pcf	100
10 pcf but less than 12 pcf	92.5
12 pcf but less than 15 pcf	85
15 pcf but less than 22.5 pc	70
22.5 pcf but less than 30 pcf	65
30 pcf but less than 35 pcf	60
35 pcf but less than 50 pcf	55
50 pcf or greater	50

Item 660 – PICKUP OR DELIVERY SERVICE

1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of a shipment by Carrier at one site and during business hours, subject to the following provisions:
 - A. Pickup or delivery site will be directly accessible or immediately adjacent to Carrier’s equipment, and will be suitable and practicable for such equipment to operate, and does not endanger Carrier.
 - B. Carrier will not be required to receive freight liable to damage other freight or Carrier’s equipment.
 - C. Pickup or delivery service will not be performed by the Carrier at any site from or to which it is impracticable to operate vehicles because of:
 1. The conditions 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 disturbances as tending to create reasonable apprehension or danger to persons or property.
 - D. When freight is transported in shipping containers, such as pallets, skids, totes, reels or other such articles, which are an integral part of the shipment, such containers are to be delivered and receipted for by the Consignee. Carrier will not return such containers free of charge, even though the Bill of Lading may so state.
2. Loading and unloading service will be subject to the following provisions:
 - A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:
 1. Does not include assembling, packing or unpacking, dismantling, inspecting, sorting or segregating freight except when a shipment is tendered to the Carrier in lots according to size, brand, flavor, or other characteristics and is so

- identified on the Bill of Lading or accompanying papers. Normal delivery service includes delivery of the shipment to the Consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the Consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, Carrier will continue to unload the vehicle subject to applicable detention charges.
2. Does not include special equipment used in hoisting, lowering, handling or placing freight into position, Such special equipment will be furnished and operated by the Consignor/Consignee, except for hand trucks or four-wheeled hand carts, or pallet jacks (non-riding type) when furnished and operated by the Consignor/Consignee. Consignor/Consignee shall assume responsibility for safe loading or unloading of the freight.
 3. Does not allow for the opening of packages or unitized shipments.
 - B. Carrier will provide one employee per pup/set or vehicle for loading or unloading.
 - C. Consignor/Consignee may, at his own expense, elect to waive and perform the loading or unloading of freight from Carrier's pup/set or vehicle.
 3. SeaWide Express does not offer a restricted-delivery service and may deliver to someone other than the named individual, if any, named on the bill of lading. Upon written arrangements, freight consigned to places where no representative of the Consignee is present or available to receipt for the shipment will be delivered and unloaded by Carrier and left unattended at the designated place. Carrier will not be responsible for any loss or damage after delivery or for any damage to shipment, property, or personal injury arising out of the delivery.
 4. Actual tender of delivery, notice by telephone, electronic transmission or U.S. Mail, shall constitute notice of arrival of the shipment.
 5. If, through no fault of the Carrier, freight cannot be delivered, Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage and the reason thereof (See Item 900).

Item 760 – PROHIBITED OR RESTRICTED ARTICLES

1. Alcoholic Beverages:

Only licensed entities may ship alcohol of any type with SeaWide Express. Consumers may not ship alcohol.

 - A. Licensee to Licensee. SeaWide Express will accept alcohol shipments (beer, wine and spirits) when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers or licensed importers, subject to additional requirements and all applicable laws and regulations. Contact your SWE account executive for complete details.
 - B. Licensee to Consumer. SeaWide Express will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Contact your SWE account executive for complete details. Shipments of beer or spirits to consumers are prohibited.
2. Firearms:
 - A. Carrier will transport and deliver firearms as defined by the United States Gun Control Act of 1968, between areas served in the U.S., but only between:
 1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the U.S. or any other department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or,
 2. Where not prohibited by local, state and federal law, from individuals to licensed

- importers, licensed manufacturers or licensed dealers (and return of same).
- B. Upon presenting the goods for shipment, the person tendering the shipment to Carrier is required to notify Carrier that the shipment contains a firearm. The outside of the package(s) must not be marked, labeled or otherwise identify that the package(s) contains a firearm.
 - C. The shipper and recipient must be of legal age as identified by applicable law.
 - D. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.
 - E. Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. You agree not to ship loaded firearms or firearms with ammunition in the same package.
3. Hazardous Materials:
- A. All shipments containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and requirements. Carrier accepts only certain hazardous materials as listed in the current copy of the Shipping Hazardous Materials Guide, which is incorporated herein by reference. Carrier does not accept for transportation hazardous waste and biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.
 - B. You are prohibited from tendering the following items for shipment, and they will not be accepted:
 - 1. Explosives, Domestic – (Class 1.1, 1.2, 1.3, 1.5)
 - 2. More than 100 pounds of NA3178, Smokeless Powder for small arms on any motor vehicle
 - 3. More than 100 pounds of NA0027, Black Powder for small arms on any motor vehicle
 - 4. Nitrocellulose (Except UN3270)
 - 5. Poisonous/Infectious Substances:
 - Infectious substances Div 6.2
 - Poison materials (with inhalation toxicity) Zone A
 - Poison materials (with inhalation toxicity) Zone B bulk (over 119 gallons)
 - 6. Radioactive materials regulated by the D.O.T. (includes excepted packages)
4. Prohibited Items:
- You are prohibited from tendering the following items for shipment except for antique furniture described in NMFC Items 100240 or 100260, or pictures or paintings described in Items 100240, 100260 or 149420, the following property will not be accepted for shipment nor as premiums accompanying other articles:
- A. Money, cash, bank bills, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds, drafts and cash letters.
 - B. Collectable coins and stamps.
 - C. Postage stamps.
 - D. All live animals and live poultry.
 - E. Live insects

- F. Animal Carcasses; (Taxidermy, animal heads and other parts for taxidermy may be accepted but must be properly packaged.)
- G. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
- H. Shipments or commodities that are prohibited by applicable local, state or federal law or require us to obtain a local, state or federal license for their transportation.
- I. Shipments that may cause damage or delay to equipment, personnel or other shipments.
- J. Lottery tickets and gambling devices where prohibited by local, state, federal, provincial or national law.
- K. Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.
- L. Packages that are wet or leaking.
- M. Pornographic and/or obscene material which is prohibited by law.
- N. Biological products.
- O. Etiologic agents.
- P. Deeds.
- Q. Household waste, industrial garbage.
- R. Letters, with or without stamps, unless Consignor/Consignee is U.S.P.S.
- S. Liquids, in bulk, requiring special tank truck equipment.
- T. Nitrocellulose (Except UN3270).
- U. Notes.
- V. Revenue or tax stamps.
- W. Valuable papers of any kind.
- X. Tires that can be defined as used, defective, scrap, salvage, waster or are otherwise other than new. Aircraft tires are expressly exempt from this prohibition and are not considered as restricted articles.
- Y. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control.
- Z. Freight requiring refrigeration or protection from heat, excluding shipments protected by the Consignor.
- AA. Carbon black or fine powder particles demonstrating similar characteristics to Carbon Black.
- BB. Fresh foods: including milk, cream, vegetables, fruits and meat.
- CC. Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more.
- DD. Articles of extraordinary value (extraordinary value is defined as items valued in excess of \$50 per pound per package).
- EE. Vehicles, motorized/self-propelled – Canada import from U.S.
- FF. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items.
- GG. Film (including movie picture films), photographic images (including photographic negatives), photographic chromes and photographic slides.
- HH. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
- II. II. Antiques or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware.
- JJ. Museum exhibits.

- KK. Collector's items such as sports cards, souvenirs and memorabilia. (Collector's coins and stamps may not be shipped).
- LL. Jewelry, including, but not limited to mounted gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
- MM. Furs and fur pelts.
- NN. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
- OO. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
- PP. Any commodity described in the National Motor Freight Classification (NMFC) as Class 'O'. In those cases where the Carrier inadvertently picks up such commodities, the Carrier will apply rates equal to Class 300 to the shipment.
- QQ. Any item otherwise prohibited by federal, state or local law, rule or regulation.

Notwithstanding any other provisions of the SWE Tariff, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify SeaWide Express for any and all costs, fees, and expenses SeaWide Express incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

5. Items Requiring Prior Authorization:

Carrier must approve in writing prior to accepting the following items:

- A. Aircraft disk brakes – carbon.

6. Household Goods:

SeaWide Express may accept household goods ("HHG") only when each of the following conditions is met:

- A. The shipment is picked up and delivered entirely within the SWE territory.
- B. A HHG mover or broker is the requester of and debtor for the transportation services requested. A HHG mover or broker is a commercial business that is properly licensed, certified, and insured per applicable city, county, state, federal, and any other applicable law or regulation.
- C. Pickup and Delivery service must occur at a HHG's facility or a military installation.
- D. The freight is tendered in a single container only (crate, liftvan or other SWE approved container).
- E. The freight is power loaded by the Shipper.
- F. The freight is power unloaded by the Consignee.
- G. The Bill of Lading must state that the articles are released to a value not to exceed 10 cents per pound at CL 100 (no lower class exceptions).
- H. The Consignee name and address on the Bill of Lading must match the Consignee name and address on the container. Each Bill of Lading must show HHG or Broker as the Third Party payor of the freight charges.
- I. Carrier agrees to transport such merchandise as HHG or Broker may tender to Carrier, excluding any prohibited merchandise or articles more particularly described in this Item 760. The parties agree that Carrier shall have no liability whatsoever for any Prohibited Items and that HHG or Broker shall fully indemnify and hold harmless Carrier for any claims that may arise against Carrier with respect to such Prohibited Items.
- J. All claims for loss, damage or delay must be filed with Carrier by HHG or Broker. All claims by HHG's or Broker's customer for loss, damage or delay must be filed against HHG or Broker and any claim filed direct with Carrier by HHG's or Broker's customer will be declined.
- K. Except as otherwise set forth in this Item 760, all other terms and conditions of the SWE 100 Series Rules Tariff shall apply.

7. Tobacco Products:

Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.

Item 761 – DECLARED VALUE AND LIMITS OF LIABILITY

(Not Insurance Coverage)

Exposure to and risk of any loss in excess of the maximum liability as outlined in Item 390 is either assumed by the Shipper or transferred by the Shipper to an insurance carrier through the purchase of an insurance policy.

The Shipper should contact an insurance agent or broker if insurance coverage is desired.

1. Carrier does not provide insurance coverage of any kind.
2. Any effort to declare a value in excess of the maximums or restrictions allowed in the SWE rules tariff is null and void. Our acceptance for carriage of any shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of the SWE series rules tariff as to such equipment.
3. Regardless of the declared value of a shipment, our liability for loss, damage, delay, nondelivery, misinformation, any failure to provide information, or nondelivery of information, will not exceed its repair cost, its depreciated value or its replacement cost, whichever is less.
4. See Liabilities Not Assumed section for other limitations and exclusions on our liability.

Item 762 – LIABILITIES NOT ASSUMED

CARRIER WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIMITATIONS CONTAINED WITHIN THE SWE 100 RULES TARIFF ITEM 390, WHETHER OR NOT CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED WITHOUT CARRIER'S PRIOR AGREEMENT IN WRITING.

In no event shall Carrier, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not Carrier had knowledge that such damages might be incurred WITHOUT CARRIER'S PRIOR AGREEMENT IN WRITING.

Carrier will not be liable for, nor shall any adjustment, refund or credit of any kind be made, as a result of any loss, damage, delay, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. Carrier will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

1. The act, default or omission of any person or entity, other than SWE, including those of any local, state or federal government agencies.
2. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
3. The shipper's violation of any of the terms and conditions contained in this tariff, as amended from time

- to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments.
4. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local, national or international weather conditions (as determined solely by Carrier), local, national or international disruptions in ground transportation networks (as determined solely by Carrier), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), Acts of God or natural disasters (earthquakes, floods, tornados and hurricanes are examples of natural disasters), conditions that present a danger to Carrier personnel, and disruption or failure of communication and information systems (including, but not limited to, Carrier systems).
 5. Acts or omissions of any person or entity other than Carrier, including our compliance with verbal or written delivery instructions from the sender, recipient, or persons claiming to represent the shipper or recipient.
 6. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
 7. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
 8. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
 9. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address.
 10. Shipments released without obtaining a signature when a signature release is on file.
 - (1) Damages indicated by any shock watch, tiltmeter or temperature instruments.
 - (2) Your failure to ship goods in packaging approved by SeaWide prior to shipment where such prior approval is recommended or required.
 11. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
 12. Performance of any services will not constitute Carrier as the shipper's or anyone's agent for any purpose.
 13. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers whose outer finish might be damaged by adhesive labels, soiling or marking incidental to transportation.
 14. Shipping of plants and plant materials is discouraged with Carrier. Carrier assumes no liability for damages resulting from delay of shipments.
 15. If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender, if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse Carrier for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.
 16. Carrier will not be liable for any package where Carrier records do not reflect that the package was tendered to Carrier by the shipper.
 17. The shipment of any alcoholic beverages or tobacco products if you fail to comply with the applicable terms and conditions.
 18. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
 - a. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
 19. Carrier does not provide protective services for transportation of perishable commodities or of

commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold except to the extent provided in Item 800. The shipper agrees to not file damage claims for perishable items.

20. Automated Shipping Devices and Software-Based Shipping Systems. Carrier will not be liable for any extra services where our records do not reflect that the package information was transmitted by the shipper.
21. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
22. The shipper's failure to provide accurate delivery address information.
23. Any shipment containing a prohibited item. (See Prohibited Items section Item 760-4)
24. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.
25. Delays in delivery caused by adherence to SWE policies regarding the payment of duties and taxes or other charges.
26. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
27. Dangerous-goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. Carrier will not pay a claim on undeclared or hidden dangerous goods.

Item 820 – RETURNED SHIPMENTS

1. Upon request of the Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin (the original destination of the outbound shipment).
2. Shipments moving under the provisions of this item will be subject to all other provisions of the Rules Tariff.

Item 825 – REDELIVERY

1. When a shipment is tendered for delivery, and through no fault of Carrier such delivery cannot be accomplished, redelivery charges will be applied. Charges will follow standard pick & delivery charges outlined in SWE 200 (Item 1600) and SWE 300 (Item 1100)

Item 910 – HAZARDOUS MATERIALS OR SUBSTANCES

1. Carrier will accept shipments of hazardous materials or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation.

Item 920 – SUBSTITUTED SERVICE

1. Carrier may, at their option, substitute other linehaul service for their actual services.

Item 950 – LOSS OR DAMAGE – CLAIM FILING

1. All claims for loss, damage or delay must be filed within nine (9) months of the date of delivery, or in the case of non-delivery, within nine (9) months from the scheduled delivery date. Any civil action against Carrier must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.
2. Claims not filed within the nine (9) months statute of limitations will be declined.
3. All claims must include complete shipper and recipient information, freight bill number, an explanation of loss or damage, the dollar amount being claimed, and the claimant's contact information.
4. All claims must be accompanied by documents supporting the amount of the claim. Such documents may include original manufacturer or purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other documents verifiable to Carrier's satisfaction.
5. Delivery receipts will be reviewed wherever possible in connections with each claim. Receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.
6. In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the claimant must notify Carrier promptly as possible after the discovery of the damage, and in any event should be reported no later than 15 days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly as possible and practicable after receipt of request by the consignee. However, should Carrier waive inspection, Consignee must make the inspection and record all information to the best of his or her ability.
7. All original shipping cartons, packing (inner and outer) and contents must be available for inspection by Carrier, and packaging and contents must be retained by the claimant until the claim is resolved. It is the duty of the claimant, where there is substantial value in salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible either through repair or discounted sales.
8. Customer directing product with no damage, minimal or cosmetic damage to be disposed of rather than mitigate will incur charge for transportation and a \$5.00 per pound disposal cost.
9. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.

Item 960 – WEIGHING AND INSPECTION

1. If the description, weight, or other information contained on the Bill of Lading is incomplete or believed to be incorrect, the Carrier or Carrier's agent will take action necessary to determine the correct information. Actions to determine actual freight characteristics may include depending on the freight characteristic in question:
 - A. Opening of packages to inspect the contents to determine proper classification.
 - B. Verification of gross shipment weights.
 - C. Verification of actual or declared density.
 - D. Collection of other sufficient evidence necessary to verify whether or not the shipment is correctly described.

2. When the information is found to be incorrect, the Carrier freight bill will be corrected and freight charges assessed per Item 961 according to the proper descriptions and weights, as determined by Carrier's Legal for Trade, or a public certified scale, the increased weight will be charged at the highest rated commodity in the shipment. Deficit weight, if any, will be charged per NMF 100 series. Verification record may include individual shipment weight, or re-weigh certificate, or other shipment record. Carrier will make a copy of the written or electronic weight verification available to Shipper or Consignee upon request.
3. Density will be determined by the cube utilized as determined by the methods contained in Item 110, Section 8 of the National Motor Freight Classification (NMF 100) Series and the weight shown on the Shipper's Bill of Lading, unless the Carrier determined the weight on the Bill of Lading to be in error or the Shipper provides documentation that the weight was in error.

Item 961 – WEIGHT (REWEIGH) AND FREIGHT (INSPECTION) VALIDATION

1. In the event Carrier reweighs the shipment and the difference in weight is less than 50 pounds greater than the weight on the Bill of Lading, no reweigh fee applies and no changes in linehaul charges will occur.
2. In the event Carrier validates the weight of the shipment and the difference in weight is an increase of 50 pounds or greater than the weight on the Bill of Lading, a validation fee of \$25.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
3. In the event Carrier validates the weight of the shipment and the difference in weight is a reduction of 200 pounds or more than the weight on the Bill of Lading, a validation fee of \$25.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
4. A freight validation fee of \$25.00 per occurrence will be applied to any freight bill where an adjustment to linehaul and/or accessorial charges has been made due to an inspection. This charge will be in addition to all other lawful charges.
5. In the event that a shipment is reweighed subject to paragraphs 2 or 3 within Item 961 and/or inspected subject to paragraph 4 within Item 961, Carrier will apply only one validation fee of \$25.00 to a shipment.
6. A validation fee will not apply to:
 - a. A shipment subject to CCD as found in Item 610 within this rules tariff.
 - b. A shipment subject to truckload or capacity load rates.

Item 970 – WEIGHING SERVICE

1. When Consignor/Consignee requests any shipment or pup/set or vehicle to be weighed, and the shipment is in Carrier's custody and suitable equipment is available, the following WEIGHT VERIFICATION charges will apply:
 - A. Use of Carrier's scale:
 1. \$125.00 for each weighing, per shipment or pup/set or vehicle.
 - B. Use of a certified public scale as requested by Consignor/Consignee:
 1. \$400.00 for each weighing, per shipment or pup/set or vehicle, plus the fee assessed Carrier for use of said scale.
 2. Carrier may verify weights shown on bills of lading after acceptance of the shipment, using Carrier's Legal for Trade, or a public certified scale.
 3. In all cases, if the Bill of Lading weight is found to be incorrect, Carrier will adjust the billed weight accordingly and charges will be based on the adjusted billed weight.

Item 992 – WEIGHTS – GROSS WEIGHTS AND DUNNAGE

1. Unless otherwise provided, charges shall be computed on actual gross weights except when estimated weights are authorized, such estimated weights shall be used.
2. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle shall be excluded from the gross weight.
3. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier container or package or a part of the vehicle when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the Shipper, except that upon request of Shipper such materials will be furnished or installed by the Carrier subject to the following provisions:
 - A. When materials are furnished by the Carrier, the cost thereof will be paid by the Shipper upon presentation of an invoice from a supplier independent of the Carrier covering such materials used on the involved shipment.
 - B. The labor charge for installation of Shipper or Carrier furnished material will be at the rate of \$72.00 per hour or fraction thereof, for each man.

Item 996 – LIMITATIONS ON LEGAL ACTION

1. Customer agrees that Customer will not sue Carrier as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit against Carrier. However, nothing in this paragraph limits Customer's rights to bring a lawsuit as an individual plaintiff.
2. Any civil action for overcharges must be brought within 18 months after the claim accrues. Any Civil Claim, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery or information relating to the shipment, must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.
3. Any right Customer might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against Carrier under any cause of action arising from the transportation of any package pursuant to this tariff shall be extinguished unless Customer first complies with all applicable notice periods and requirements in applicable tariffs. Timely and complete compliance with such notice periods and requirements is a contractual condition precedent to the right of any relief whatsoever, and Customer must plead compliance with those conditions precedent on the face of the complaint that field against Carrier. Carrier cannot be considered to have breached any obligation to Customer unless or until Carrier wrongfully denies a claim submitted pursuant to the notice periods and requirements contained in this tariff. Finally, Customer is required to comply with applicable notice periods and requirements even if Customer believes that such compliance will not result in relief from Carrier or if Customer lacks knowledge regarding whether such compliance will result in relief from Carrier.
4. To the extent that any court finds the state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which the shipment at issue was tendered to Carrier.
5. The performance of any services does not make Carrier an agent of the shipper or any third party for any purpose.



SEAWIDE EXPRESS RULES TARIFF

6. If any provision in this Item 996 is held to be invalid, illegal or unenforceable, either legislatively or judicially, such provision will be severed here from and the remainder of this Item 996 will continue to be valid and enforceable.