

### **TARIFF PTG 100**

#### **NAMING**

# RULES, REGULATIONS, RATES AND CHARGES FOR ACCESSORIAL SERVICES

# APPLICABLE FOR TRANSPORTATION WITHIN AND BETWEEN POINTS IN THE UNITED STATES AND CANADA

**EFFECTIVE: APRIL 1, 2023** 

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN WRITING BY POLARIS TRANSPORTATION GROUP, THIS STANDARD RULES AND ACCESSORIAL CHARGE TARIFF APPLIES ON ALL MOVEMENTS WITHIN AND BETWEEN POINTS IN THE UNITED STATES AND CANADA

**ISSUED BY:** 

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#### ITEM 1 - DEFINITIONS

**ACCESSORIAL RATES AND CHARGES:** Additional fees assessed on a shipment, due to additional services requested by the shipper, consignee or third party, of the carrier beyond the normal services included in the carrier's price including pick up, line haul and delivery service.

**BUSINESS DAYS AND BUSINESS HOURS:** Normal business days are from Monday to Friday, excluding Holidays. Business hours are from 8:00 AM to 5:00 PM.

**CARRIER:** Is Polaris Transportation Group.

**COD:** Collect on Delivery.

**CONSIGNEE:** The person or business shown on the bill of lading as the party to whom the goods may lawfully be delivered by Carrier.

**CONSTRUCTION SITE:** A site of any construction of buildings, roads or any other structures including the entire property upon which construction is taking place, and delivery to any facility (such as warehouse, depots or similar facilities) located on such property.

**CWT:** Hundred weight.

**DENSITY:** Unit of measure calculated in pounds per cubic foot.

**DIMENSIONAL WEIGHT:** Is based on the actual cube dimensions multiplied by the dimensional weight factor provided in the customer's pricing agreement.

**DIVERSION:** When changing the destination, but not the Consignee, at the request of the owners of the goods, while a shipment is enroute.

FAK: Freight of All Kinds.

JOBSITE: See Construction Site.

**LESS THAN TRUCKLOAD (LTL):** Shipments within Canada that have an actual or billed weight of less than 10,000lbs and/or less then 10 linear feet of a trailer. Shipments within the US that have an actual or billed weight of less than 20,000lbs and/or 20 linear feet of a trailer.

**LUMPER:** A third party service that provides loading or unloading services at a shipper or consignee facility. Extra charges will apply for Lumper service (see summary of accessorial charges)

**NMFTA:** National Motor Freight Traffic Associations, Inc.

NMFC: National Motor Freight Classification.

**PRIVATE RESIDENCES:** Includes, home based businesses, condominiums, apartments, camps, dormitories, estates, farms, ranches, rectories and other locations where the premises on which a dwelling for living is located.

**RECONSIGNMENT:** When there is a change in the name or the consignor or consignee, a change in the address of delivery within the original destination point, a change in the destination point and Cancellation of shipment after commencement of loading. Additional fees will apply (see summary of accessorial charges).

**SHIPPER:** The person or business shown on the bill of lading as the Shipper of the goods received by Carrier for transportation.

**SHIPPER LOAD & COUNT:** Shipments which are loaded by the shipper without Carrier's driver present to confirm count.

**TRUCKLOAD (TL):** Shipments within Canada that have actual or billed weights of 10,000lbs or more and/or 10 linear feet of a trailer or more. Shipments within the US that have actual or billed weights of 20,000lbs or more and/or 20 linear feet of trailer or more.

**THIRD PARTY:** A person or company designated on the bill of lading as the payor of the freight charges, but who is neither the Shipper nor the Consignee on the bill of lading for a shipment.

#### ITEM 2 - APPLICATION OF RATES GENERAL:

Rates governed by the provisions of this Tariff are subject to the following:

- 1) A shipment is a quantity of freight received from one shipper, on one shipping order or Bill of Lading, at one shipping point, at one time, for one consignee at one destination. Two or more shipments shall not be combined and rated as one shipment but must be carried as separate shipments and at not less than the established charges for each shipment.
- 2) An LTL shipment is a shipment whose billed weight is less than that required to make a shipment subject to a truckload rate.
- 3) Truckload charges or rates apply only when a truckload of freight is shipped from one point, in or on one truck, in one day, by one shipper for delivery to one consignee, at one destination and only when the entire truckload freight charges are payable by one party. Only one bill of lading from one loading point and one freight bill shall be issued for such truckload shipment.
- 4) Unless specifically provided otherwise in a published tariff or quote, the carrier's tariff rates shall apply.
- 5) Except otherwise provided, all rates and charges for shipments to/from or within the USA are expressed in US currency and all Intra Canada shipments are expressed in Canadian Currency.

#### ITEM 3 - PAYMENT OF TARIFF CHARGES:

- 1) Any and all charges assessed pursuant to this tariff shall be paid by the party paying the transportation charges (also referred to herein as "the customer") whether that party is the shipper, consignor, consignee, receiver or a third party and notwithstanding who requested or required the service. This item does not constitute an estoppel, waiver, or shall be interpreted in any way that would impede any right the carrier may have to collect or be reimbursed for transportation charges or charges pursuant to this tariff from the consignor, consignee or other parties except that the carrier is not entitled to be paid more than once from the same charge.
- 2) Carrier shall reference its PRO number on each invoice. Unless otherwise agreed upon by the parties in writing, Carrier shall not be required to include on its invoice any other shipment identifier.
- 3) Freight charges on a bill of lading marked "prepaid" must be paid by the consignor or shipper.
- 4) Freight charges on a bill of lading marked "collect" must be paid by the consignee or receiver.
- 5) Freight charges on a bill of lading that is not marked either "prepaid" or "collect", are considered as "Prepaid" and must be paid by the consignor or shipper.
- 6) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the bill of lading and shippers order at time of original tender.

#### ITEM 4 - LATE PAYMENT CHARGE:

All payments due hereunder shall be made within 30 calendar days of the date of invoice. Payment of charges not received within 30 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of **20 percent** per month added to all outstanding amounts when either of the following conditions occur:

- a) When carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or,
- b) When carrier has advised debtor, in writing, of intent to apply the late fee of **20 percent** per month.

#### ITEM 5 - CREDIT CARD PAYMENTS:

Invoices which are paid by credit card will be subject to a surcharge.

#### ITEM 6 - NSF CHEQUES:

NSF (non-sufficient funds) cheques will be subject to a fee of \$25.00.

#### ITEM 7 - CURRENCY AND PAYMENT CHARGES:

Unless otherwise agreed on, all rates and charges for shipments within Canada will be billed in Canadian Currency and all shipments to/from the US and within the US will be billed in US Currency.

Credit card payments will be subject to an additional fee (see Item 5).

Carrier shall submit and invoice to the specified party in accordance with the terms on the original bill of lading.

Payment terms extended are "net 30 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

The rate of exchange between the U.S. currency and the Canadian currency will be governed and quoted daily by the Bank Of Canada.

### **ITEM 8 - UNFORSEEN EXPENSES:**

This tariff covers common charges but is not intended to be comprehensive and the carrier is entitled to be compensated for any and all expenses, charges, fees, penalties, fines, tolls, public charges, etc... incurred in the performance of a transportation service and for all other expenses required to secure, delivery or handle any shipment that is not covered specifically by this tariff. These charges will be assessed against and shall be paid by the Customer. The Carrier may assess a service fee in addition to the expenses.

#### ITEM 9 - CUBING RULES FOR CWT TARIFFS:

- 1) All shipments shall be subject to a dimensional weight assessment equal to the ratable density multiplied by the cubic dimensions of the shipment.
- 2) Dimensional weight is determined by the pallet dimensions. For example: 1 skid at 48 x 48 x 48 will have a dimensional weight of 640lbs. L x W x H divided by 1728 (if in inches) and times by the appropriate density published in the tariff.
- 3) Any shipment, or part thereof, which is 72" in height/width or above will be subject to application of 96" dimensional height/width. Shipments on which are impractical to load other freight will also be subject to application of 96" in height (non-stackable freight).
- 4) Shipments which occupy 10 linear feet of trailer space or greater will be subject to 1000lbs per linear foot.
- 5) The greater of actual weight, dimensional weight or linear footage shall apply for rating purposes.
- 6) Unless otherwise provided and agreed in writing, all shipments are subject to a minimum density of 10lbs per cubic foot and will be rated pursuant to the prevailing tariff.

#### ITEM 10 - PALLET RULES FOR PALLET TARIFFS:

- 1) A standard pallet will be considered to be 4 x 4 x 6 feet (48 x 48 x 72 inches), if a pallet is larger in either the length or width, or height it will be treated as an oversized pallet. i.e. a pallet which is 56 x 48 x 72 will be treated as two pallets, a pallet 48 x 48 x 75 will be treated as two pallets, and a pallet which is 120 x 48 x 72 will be treated as 3 pallets. In addition to the base charge, rate will also be applicable for excessive length and any other fees.
- 2) Pallet rates are based on a maximum of 1500lbs per pallet, if one pallet is over 1500lbs it will be rated as more then one pallet depending on the weight. i.e. a pallet which weighs 2000lbs will be treated as 2 pallets.
- 3) Minimum pallet rates are based only on one single pallet less than 500lbs and measuring less than 48 x 48.
- 4) Stackable pallets must be stacked and shrink wrapped together as one handling unit (not to exceed 48x48x72) to be rated as one pallet, otherwise standard pallet rates will apply. The load confirmation and BOL must also correlate with this rule. i.e. 4 Pallets into 2 pallet spots must be stacked and shrink wrapped into 2 pallets and the load confirmation or BOL must also state 2 pallets (even if it is 4 pallets) in order to be rated as 2 pallet spots, otherwise, if not wrapped together or properly documented, regular pallet rates will apply based on 4 pallets.

#### ITEM 11 - CLASSIFICATION RULES FOR CLASS TARIFFS:

- To insure the correct assessment of freight charges and to avoid infractions of federal and state laws, Shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series).
- 2) Appropriate abbreviated descriptions are permitted provided the NMFC item is used and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating (i.e. "Class 70" or "FAK 70") are not acceptable forms of abbreviation and shall not determine the classification rating applicable to such commodity. Packaging types are required for classification rating and must be shown.
- 3) If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, the shipment will be assigned a class, and rates will be assessed on the basis of the shipment density with a minimum of class 250.
- 4) On shipments where the commodities have been combined or attached to each other, and not specifically classified or described in this tariff or in the governing publications, the commodities will be charged at a rate of the highest rated article(s) of the combined unit. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.
- 5) For commodities that are subject to different class ratings dependent upon the actual density or density group, Shippers must show on the bills of lading and shipping orders the actual density or density group for the commodity shipped. If the actual density or density group is not shown and the shipment is inadvertently accepted, Carrier will assess its charges on the highest class provided for such commodity not to exceed a class 400 rating (see Note).
- 6) The ratings, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provisions or conditions published in this Tariff, abrogate and supersede those in the NMFC, which conflict.
- 7) When the rates or ratings in this Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other conditions, the rates or rating which are prescribed in such commodity items or exceptions to the NMFC, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements, or other provisions or conditions) prescribed therefore, in connection with the ratings in the NMFC on the same commodity.

**Note:** Upon submission of satisfactory documentation of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description,

NMFC item and class. This documentation may be an invoice or packing slip along with a spec sheet or catalog page that lists the commodity description, weight and shipping dimensions; or a copy of the spec sheet or catalog page information identifying the freight that references the item indicated on the original bill of lading. A new bill of lading covering the same shipment or a copy of the original bill of lading with typed or handwritten description, weight, density or class changes is NOT acceptable documentation.

#### ITEM 12 – LEGAL HOLIDAYS:

#### **CANADIAN HOLIDAYS:**

New Year's Day	Canada Day	Christmas Day
Family Day (where applicable)	Civic Holiday (Ontario)	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	

#### **USA HOLIDAYS:**

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day/Black Friday
Inauguration Day	Labor Day	Christmas
Presidents' Day	Columbus Day	Good Friday

### ITEM 13 - PICKUP AND DELIVERY:

Except as otherwise provided, rates in tariffs making reference to this Tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery of a shipment at one site by the carrier during business hours are subject to the provisions indicated below:

- a) **PICKUP:** At the request of the shipper, the carrier will furnish and place carriers' vehicle at the loading site designated by the shipper to pick up a shipment tendered for transportation. Carrier will accept all freight shipper tenders at time of pickup.
- b) **DELIVERY:** The delivery of a shipment by the carrier to place of delivery specified on the bill of lading will include the placing of carriers' vehicle at the delivery site designate by the consignee.

### ITEM 14 - LOADING/UNLOADING:

#### 1) CARRIER LOADING:

- a) The carrier will furnish and place a vehicle at the loading site designated by the consignor to pickup a shipment there tendered for transportation.
- b) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the carrier's vehicle.
- c) Carrier will furnish only one man per vehicle for loading, be the driver, helper, or any other carrier employee except as provided in Item 15 (EXTRA LABOR & SERVICES).

#### 2) CARRIER UNLOADING:

- a) The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.
- b) Freight will be unloaded at a suitable delivery site immediately adjacent to the delivery vehicle.
- c) Carrier will furnish only one man per vehicle for loading, be the driver, helper, or any other carrier employee except as provided in Item 15 (EXTRA LABOR & SERVICES).

#### 3) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:

- a) Loading or unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.
- b) Loading or unloading service does not include furnishing by the carrier or use by the carrier employee of rigging or special loading or unloading equipment such as platform vehicles, winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labour to operate such equipment at his expense, and shall assume responsibility for safe loading or unloading.
- c) Where the consignor's or consignee's shipping or receiving facilities are not reasonably level with floor level of carrier's vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that carrier's driver will render assistance.
- d) When a shipment is tendered for delivery during normal business hours (i.e. from 8:00am to 5:59pm on Monday through Friday, except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, redelivery charges will apply in addition to all other lawfully applicable charges.
- e) If inside pick-up or delivery is requested to floors other than ground floor and such floors are inaccessible to trucks, pick-up or delivery may be made subject to an additional charge (see Item 27

for charges) provided that, elevator or escalator facilities and labour, when necessary to operate same, are provided without cost to the carrier.

#### \*ITEM 15 - EXTRA LABOR & SERVICES:

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.

- a) Extra labor Monday to Friday (during business hours) \$100.00/hr with a minimum of 4hrs per person. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is complete.
- b) Labeling Upon the instructions of the shipper or consignee, the carrier will add or alter the labels, markings or tags subject to an additional charge of \$35.00.
- c) Lumper Lumper charges are assessed as per the total charges on the lumper receipt and are in addition to all applicable charges.
- d) Sort & Segregate (hand bomb) Physical sorting of freight subject to an additional charge of \$25.00 per 15 minutes or part thereof, with a minimum of \$50.00.

### ITEM 16 - DETENTION WITH POWER:

When vehicles with power are delayed or detained at the places of pick-up or delivery and takes longer than the standard free time, extra charges will apply.

WEIGHT	ALLOTED TIME	CHARGES
1 - 9,999lbs	30 Minutes	\$100.00 Per hour, billed in 15
10,000 – 19,999lbs	60 Minutes	minute increments or part thereof (\$25/quarter). Minimum
Over 19,999lbs	90 Minutes	Of \$50.00.

- 1) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other. Free time for loading shall not begin until free time for unloading has expired.
- 2) Computation of time shall begin upon notification by the driver to the responsible representative of the shipper or consignee of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
- 3) When shipper tenders or consignee receives more than one LTL or any quantity shipment at one time, the combined weight will be used to determine free time.
- 4) The provisions and charges for detention of vehicle with power units will also apply to equipment owned by steamship lines, railroads, or third party leasing companies.

Allotted time starts once the vehicle arrives on site. If an appointment was required and the vehicle arrives prior to the scheduled time, the time shall begin to run from the scheduled time.

#### ITEM 17 - DETENTION WITHOUT POWER:

When the carrier spots/drops empty or loaded vehicles, without power units, on the premises of shipper or consignee for loading or unloading. Charges will be assessed as follows:

- a) Vehicles without power units will be allowed 24 hours free time for loading, unloading or customs clearance for each vehicle actually or constructively placed.
- b) The 24hrs free time shall commence at the time of actual placement.
- c) After expiration of free time provided, a fee of \$100.00/day will apply until the vehicle is returned.

### ITEM 18 - LIFTGATE SERVICE:

Where carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from carrier's vehicle. Service requested under this item on the bill of lading will be assessed a charge. If the service is not performed, the charge will be cancelled. Charge for liftgate as follows:

- Pickup and Deliveries in Canada for 1-4 skids \$75.00 flat per shipment
- Pickup and Deliveries in the US for 1-4 skids \$100.00 flat per shipment
- Shipments larger than 4 standard skids, contact Polaris for correct rate.

Liftgate service will not be provided on single handling units weighing more than 1500 lbs. and/or having dimensions greater than 48" x 72" x 72". All deliveries will be charged for liftgate where a forklift or dock is not present and the shipment weighs 100 lbs. or more. Any notation on the Bill of Lading stating that no liftgate is necessary will be null and void unless notation specifically states that a forklift is on site or that a dock is present. Only company employees will be allowed inside carrier trailing equipment. Consignees will not be allowed to break down their freight nor offload by hand in order to avoid paying for liftgate services.

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

#### \*ITEM 19 – RESIDENTIAL / NON COMMERCIAL:

Shipments which are picked up at or delivered to residences or non commercial will be subject to the following charges. Includes but is not limited to, home based businesses, condominiums, apartments, camps, dormitories, estates, farms, ranches, rectories and other locations where the premises on which a dwelling for living is located.

- Pickup and Deliveries in Canada for 1 4 skids \$100.00 flat per shipment
- Pickup and Deliveries in the US for 1 4 skids \$150.00 flat per shipment
- Shipments larger than 4 standard skids, contact Polaris for correct rate.

Before attempting delivery the carrier must reach an agreement with the consignee or shipper regarding the date and time (approximate) of such delivery. For this appointment charges will apply. All non commercial deliveries will be charged for liftgate where a forklift or dock is not present and the shipment weighs 100 lbs. or more. Any notation on the Bill of Lading stating that no liftgate is necessary will be null and void unless notation specifically states that a forklift is on site or that a dock is present. Only company employees will be allowed inside carrier trailing equipment. Consignees will not be allowed to break down their freight nor offload by hand in order to avoid paying for liftgate services.

Carrier does not provide pick up services at residential locations or self storages.

Carrier does not provide inside delivery service to non commercial consignees.

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

### **ITEM 20 - RECONSIGNMENT:**

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

#### 1) DEFINITIONS OF RECONSIGNMENT OR DIVERSION:

- a) A change in the name of the consignor or consignee.
- b) A change in the address of delivery within the original destination point.
- c) A change in the destination point.
- d) Cancellation of the shipment after commencement of loading.
- e) Refused shipments being returned to the original shipper.
- f) Mislabeled freight needing to be rerouted

#### 2) CONDITIONS:

- a) Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or unqualified requests will not be accepted.
- b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not preformed.
- c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- d) Only entire shipments, not portions of shipments, may be reconsigned.
- e) An order for reconsignment of a shipment will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed, or exchanged.
- f) Reconsignment will NOT be permitted on "bond" shipments.
- g) Carriers do not obligate themselves to notify consignees of arrival of shipment prior to delivery thereof, but when so requested in advance a reasonable effort will be made to do so.
- h) Reconsignments can take 24 to 48 hours to arrange.

#### 3) CHARGES:

Reconsignment as defined in Paragraph (1) will be subject to the following:

• Change in documentation = \$8.50/cwt subject to a \$75.00 minimum charge plus transportation to deliver to new destination, using Polaris Transportation Groups tariff, including any minimum charge, if applicable.

#### \*ITEM 21 - WEEKENDS, HOLIDAYS OR AFTER BUSINESS HOURS PICKUP OR DELIVERY:

When shipper or consignee is quoted and prearranges with carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to the following charges:

• \$150.00/hr with a minimum of 4hrs (\$600.00 min)

**Note:** After business hours (Monday to Friday) are requested services any time between 5:00pm to 8:00am.

#### ITEM 22 - REDELIVERY:

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

- LTL \$95.00 minimum charge in addition to original freight charges and freight charges to return.
- TL \$350.00 min, \$80.00/hr

#### ITEM 23 - VEHICLES FURNISHED, BUT NOT USED:

When the carrier, upon receipt of a request to pick-up a shipment, or to furnish a vehicle to pick-up a shipment, or for the exclusive use of a consignor, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier the vehicle is not used, the following charges apply:

- LTL \$50.00
- FTL \$350.00

### ITEM 24 - REFUSED AND RETURNED FREIGHT:

- 1) When shipments are refused by consignee, carrier's agent shall promptly notify the customer, giving reason for refusal. Such freight will be handled in accordance with this item and shall be subject to storage charges if applicable.
- 2) Shipments must be kept intact. If consignee refuses any part of a shipment, the whole shipment will be considered refused and delivery withheld until authority is obtained from shipper to deliver a portion only.
- 3) Refused shipments shall be:
  - Returned to the place of original pick-up or;
  - Relinquished at carriers terminal to consignor or to consignor's representative; or
  - Delivered to such location as may be agreed between the shipper and carrier.
- 4) Unless otherwise agreed, when reference is made hereto, the charge will be as follows:
  - \$5.00/cwt subject to a \$50.00 minimum charge in addition to original freight charges and freight charges to return.

#### ITEM 25 - DROP OR SPOT TRAILER/CONTAINER:

Trailers or containers may be "dropped" or "spotted" without power units in order to facilitate loading or unloading. When the carrier spots empty or loaded vehicles, without power units at consignor's or consignee's premises for loading or unloading the following charges will be assessed:

- 24hrs free from the time the trail/container was dropped or spotted
- Local haul \$150.00
- Highway haul \$150.00 plus \$2.00 per round trip mile to/from the carriers terminal

#### \*ITEM 26 - DELIVERY BY APPOINTMENT/NOTIFICATION PRIOR TO DELIVERY:

Any shipment where the carrier is required to make delivery during a specified time and/or date other than on its normal delivery schedule, including any shipment where the carrier is required to contact the consignee prior to delivery, shall be considered an appointment and is subject to the following charge:

• Standard - \$25.00 per appointment

All appointments for freight must be made by the carrier. Any pre-set appointments scheduled by a third party will not be honored regardless of notification. Appointment charges are applicable.

Pick up service is provided with a minimum of 2 hours notification from the shipper's close time. Route driver availability varies by area and daily freight volume. Two hour minimum notification does not guarantee pick up service. While appointment pick-ups are not standard, if approved prior carrier will schedule appointment and make the best effort to arrive within window provided. Any shipper with a close time prior to 1430 hours must be confirmed and arranged with the dispatch office at carrier's relevant service center regardless of lead time from notification.

### ITEM 27 - INSIDE PICKUP OR DELIVERY:

When requested by the shipper or consignee, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions.

Inside pickup or delivery service will be subject to the following charge:

- d) Pickup and Deliveries for 1-4 pallets \$150.00 per shipment (not including detention with power, see detention with power rules regarding allot time per shipment).
- e) Shipments larger than 4 standard skids, contact Polaris for correct rate.

For pickup or delivery made above or below the entry floor, add \$50.00 per carry per floor.

If a shipment tendered for inside delivery exceeds an average of 1500# per skid, inside delivery may be limited.

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

#### ITEM 28 - CROSS DOCK FEES:

The carrier, at the specific request of the customer, will at the carrier's warehouse unload freight from one trailer or container and reload the freight into another trailer or container. The charge of this service is as follows:

- a) LTL \$20.00 per pallet
- b) FL skidded freight \$450.00 per trailer/container
- c) FL loose freight \$900.00 per trailer/container

#### ITEM 29 - BORDER PROCESSING FEE:

The following border processing fee will apply on all cross-border shipments between Canada and the United States. The fee will be billed to and payable by the party responsible for the line haul freight charges and will be in additional to all other applicable charges.

• \$30.00 per shipment

#### \*ITEM 30 - FUEL SURCHARGE PROGRAM:

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, subject to the DOE and FCA updates in fuel prices. The DOE fuel price information is available 24 hrs at 202-586-6966 or at: <a href="http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp">http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp</a> The FCA fuel price information is available 24 hrs at: <a href="https://fcafuel.org/">https://fcafuel.org/</a>

DOE updates will be represented in the following Monday fuel surcharge.

All shipments are subject to but not limited to a minimum surcharge of 24 % (LTL) and 30.0 % (TL).

Carrier reserves the right to assess an emergency fuel surcharge. In the event this surcharge is implemented, consignees and consignors will be advised by written notification, website, or as a separate item on the delivery receipt or invoice.

#### ITEM 31 - STORAGE:

Undelivered freight and freight awaiting transportation, held in or on the carrier's premises or truck by reason of an act or an omission of the consignor, consignee or owner, or for custom clearance or inspection and through no fault of the carrier, will be considered stored and subject to the following storage provisions:

#### 1) Computation of time:

- a) Storage charges on freight awaiting transportation will begin 24hrs after freight is received by carrier, or immediately after one attempted delivery.
- b) Storage charges will end at 7:00 AM of the day which the carrier receives instructions to delivery or transport the freight, unless such instructions specify delivery or transportation at a later date, in which case charges will end at 7:00 AM of the date specified.
- c) Any fraction of a day will be counted as a day.
- d) Weekend (Saturday and Sunday) and Holidays will not be included in the computation of free time, but will be included in the assessment of charges.

#### 2) Charges (LTL only):

\$45.00 per day minimum per shipment, or \$2.15 per cwt per day.

# ITEM 32 - TRADE SHOW, EXHIBITION SITES, CONVENTION CENTRES, ADVANCED WAREHOUSES, BIG BOX RETAILERS:

- 1) Polaris Transportation does not service these points.
- 2) Should a shipment inadvertently be tendered that originates at or is destined to trade shows, exhibition sites, Freeman holding warehouses, grocery warehouses, Amazon locations, distribution centers, big box retailers will be subject to an additional charge with a minimum of \$400.00 and an hourly fee of \$200 per hour, or fraction thereof after one hour, from the first to the last minute of delivery. Please contact Polaris Transportation Group for more details.
- 3) Drayage fees will still apply to all North American Show Moves.
- 4) Goods are subject to a Minimum Density of 10lbs per Cubic Foot or Actual Weight (whichever is greater)
- 5) Late Cancellation (For Booked Moves Cancelled Less than 3 hours before scheduled P/U), will be subject to a fee of \$ 200.00.

#### Detention for trade shows, exhibitions, convention, warehouses, retailers:

WEIGHT	ALLOTED TIME	CHARGES
LTL	NA	
Half T/L	NA	\$200.00 per hour or part thereof
T/L	NA	

### \*ITEM 33 – LIMITATION OF LIABILITY:

This rule explains the liability limits and conditions established by Carrier for all shipments handled.

#### **Limitation of Liability (Excluding Mexico – See Item #34):**

- 1) In no event shall the Carrier be liable to any party for loss of profit, income, interest, attorney fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the Shipper, Consignee or a Third party. Where the rate is dependent on value, Shippers are required to state specifically in writing on the bill of lading the declared value of the property.
- 2) Unless the Shipper declares excess value on the Bill of Lading, requests excess liability coverage, and pays an additional charge, Carrier's maximum liability is \$2.00 per pound per individual lost or damaged piece within the shipment, subject to \$50,000.00 CAD maximum total liability per shipment.
- 3) The provisions of this item will not apply on articles subject to a specific released value, including but not limited to the following Tariff PTG 100 Items:
  - Item 33-1 (Limitation of Liability) Incandescent, Fluorescent or any other type of lighting tube or bulb.
  - Item 33-2 (Limitation of Liability) Uncrated Auto Body Parts and any unpacked metal or pipe.
  - Item 33-3 (Limitation of Liability) Used, Reconditioned or Refurbished articles or parts.
- 4) If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
- 5) Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, which is not new merchandise, will be subject to a maximum liability of \$0.10 per pound where the carrier liability is established.
- 6) Liability for loss, damage or destruction of merchandise or property including, but not limited to, displays, floor models, tradeshow items, demos and the like will be subject to a maximum liability of \$0.10 per pound where the carrier liability is established.

### ITEM 33-1 LIMITATION OF LIABILITY – INCANDESCENT, FLUORESCENT OR ANY OTHER TYPE OF LIGHTING TUBE OR BULB:

Shipments of any Incandescent, Fluorescent or any other type of lighting tube or bulb will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$0.10 per pound with a maximum of \$10,000.00 per shipment.

# ITEM 33-2 LIMITATION OF LIABILITY – UNCRATED AUTO BODY PARTS AND ANY UNPACKED METAL OR PIPE:

Shipments of uncrated auto body parts and any unpackaged metal or pipe will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$0.10 per pound.

# ITEM 33-3 LIMITATION OF LIABILITY – USED, RECONDITIONED OR REFURBISHED ARTICLES OR PARTS:

- 1) Commodities which are shipped as "used", "reconditioned", or "refurbished" will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$0.10 per pound.
- 2) Failure of the consignor to release the value of the property to a value not exceeding \$0.10 per pound or declare that the commodity is "used", "reconditioned", or "refurbished" shall not alter the application of this item.

#### ITEM 34 -LIMITATION OF LIABILITY - MEXICO:

1) Any shipment originating outside of Mexico with ultimate destination in Mexico, or originating in Mexico with ultimate destination outside Mexico, Polaris Transportation Group shall have no liability either for itself or for any Mexican Carrier involved in the move, for loss, damage or delay which occurs within Mexico, or while in the possession of the designated custom broker, freight forwarder, drayage company, etc.

### **ITEM 35 - EXCESS VALUATION:**

- 1) All rates and charges are based on a liability not exceeding \$2.00 per pound.
- 2) The Shipper may request "Excess Valuation Coverage" and if the carrier accepts liabilities up to a stated declared value, an excess valuation charge of 2% of the total declared value in excess of \$2.00 per pound will be assessed, subject to a minimum charge of \$125.00 per shipment.
- 3) Proper invoices must be supplied to verify the value of goods.
- 4) All valuation charges are payable by the customer.
- 5) The fee for excess liability coverage is not recoverable in the event of cargo claim for loss or damages.
- 6) Where the rate is dependent on value, Shippers are required to state specifically in writing on the bill of lading the declared value of the property.
- 7) For items of "excess valuation" approval must be granted by Carrier's operations management for Director of Cargo Claims and Quality. When approved in advance, excess liability coverage as defined above will be applicable.

#### ITEM 36 - CLAIMS FOR OVERCHAGES, SHORTAGES AND DAMAGES:

- 1) The consignee must note any apparent damages or shortages to the shipment on the delivery receipt AT THE TIME OF DELIVERY. The shipper or consignee must immediately report the potential damage, loss or shortage to the carrier via email: claims@polaristransport.com (attention OS&D).
- 2) In the case of damage, the carrier may exercise the right to arrange for a cargo damage inspection and take photographs. In the meantime, the consignee must not unpack, disturb or discard any of the packaging or product. Disturbing the shipment could disqualify your claim. Packaging must be retained for inspection by Polaris Transportation Group.
- 3) Any shipments that are shipped at the Owner's Risk shall relieve the carrier from liability for any loss or damage to the shipment.
- 4) Materials must be properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and the National Motor Freight Classification as shown in the NMFC 100 Series.
- 5) Salvage on damaged goods must be retained by the customer in the event a claim is paid. The salvage will then be given to the Carrier.
- 6) The failure of a claimant to act upon a written request for documentation, freight charge payment, claim amendment, salvage request or return a proof of loss statement within thirty (30) days from the date of written request will cause the claim to be denied and it shall not be reopened.
- 7) Claims less than \$100.00 will not be honored. Administrative costs and following up on such claims would normally exceed the amount of recovery for the customer. Carrier's position is that filing and processing such claim is not economically prudent for any of the parties.
- 8) The following documents must accompany the claim:
  - a) Original supplier's invoice showing the value of the shipment.
  - b) Original bill of lading.
  - c) Final proof of delivery.
  - d) Itemized invoice outlining loss or damage to the shipment.
  - e) Copy of original paid freight bill.
- 9) Damages and shortages must be explicitly noted on the proof of delivery when such delivery is made. The following notations are not acceptable and will not entitle a claim to be filed.
  - a) Subject to Inspection.
  - b) Possible Shortage.
  - c) Possible Damage.
- 10) Time limit for filing claims:
  - a) Damage claims must be filed within 60 days from delivery.
  - b) Shortage claims must be filed:

- Part of shipment lost 60 days.
- Complete shipment lost 9 months.

#### ITEM 37 - NO LIABILITY:

- 1) The carrier will not be liable for:
  - a) Damage, shortage or loss of any product or goods shipped at Owner's Risk as defined by this tariff or otherwise.
  - b) Damage, shortage or loss caused by improper or inadequate packaging, sealing, crating, loading, securing, or by any action or inaction that renders the good or product unable to withstand the ordinary rigours of transportation.
  - c) Hidden damage
  - d) Damage, shortage or loss on shipments tendered to carrier as Shipper's load and count.
  - e) Damage, shortage or loss caused by inherent defects/vice of the product or goods shipped.
  - f) Damage, shortage or loss as a result of infidelity, dishonesty or willful misconduct of any person in the employment of the carrier, any interline partner, agent or representative of the carrier.
  - g) Damage, shortage or loss as a result of conditions beyond the carriers control including but not limited to fire, explosions, lockouts, strikes, labour disputes, war, insurrection, terrorist attack, derailment, acts of public enemies, acts of governmental authority, embargos, quarantines, or acts of God including floods, tornadoes, earthquakes, unusually severe weather, or natural disaster.
  - h) Damage, shortage or loss as a result of direction to the carrier by the consignor, consignee or agents/representatives thereof.
  - i) Any costs or penalties arising from late deliveries or missed appointments. The carrier is not responsible for consequential loss or fines as a result of delay in delivery or non-compliance of the consignee's procedures.
  - j) Damage or loss where the Carrier has not inspected the cargo and there are no photographs of the cargo prior to it being moved, unpacked, discarded or otherwise disturbed.

### ITEM 38 - DAMAGE TO CARRIER EQUIPMENT:

- 1) The shipper or consignee shall be responsible for reporting any damage to and paying for repairs to the carrier's equipment including but not limited to power units and vehicles, trailers and containers caused by shipper or consignee as the case may be. The repair bill will be assessed against the customer regardless of the party responsible for the damage plus a service fee of \$50.00 per occurrence.
- 2) The shipper or consignee shall ensure that the carrier's equipment is not used for any purpose that is not within the scope of the service contracted for or otherwise explicitly agreed to by the carrier.

  Misuse includes but is not limited to movement of the carrier's equipment without an interchange

agreement, improper loading, storage, shunting, etc... A misuse fee of \$500.00 per occurrence will be assessed against the customer regardless of the party responsible for the misuse.

#### ITEM 39 - BILL OF LADING AND FREIGHT BILL CORRECTIONS:

- 1) Carrier's transportation services are governed by the Uniform Straight Bill of Lading terms and conditions shown in the NMFC in effect on the date of the shipment, unless modified by the rules and charges published in this tariff, or covered in a separate agreement between the Shipper and Carrier. A bill of lading form provided by Polaris Transportation Group, either as a hard copy form or through the use of its web site resources meets the requirements of the Uniform Straight Bill of Lading for these purposes. If a Shipper elects to use a non-authorized bill of lading contract or other form of freight receipt, such non-authorized forms are not contracts of carriage and Carrier will not be subject to its terms and conditions. The terms and conditions of the Uniform Straight Bill of Lading shall apply and govern.
- 2) Where a bill of lading issued by the Shipper is a non-authorized form, a driver or other carrier signature will acknowledge receipt of the freight only. Carrier driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the Uniform Straight Bill of Lading terms and conditions. Continued use of unauthorized bills of lading by Shipper does not constitute an implied acceptance or ratification by Carrier.
- 3) When the bill of lading does not indicate which party (Shipper, Consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the party identified as the shipper on the bill of lading, or its agent.
- 4) Any time Carrier must issue a freight bill correction, due to no fault of Carrier, to correct any invoice, freight bill or delivery receipt which was billed correctly by Carrier in accordance with the original bill of lading, the following provisions will apply:
  - a) Prior to delivery, a request to change the payment terms (prepaid or collect) or to add or change a third party payor on a freight bill will be permitted upon receipt of a corrected bill of lading ("CBOL") or letter of authority ("LOA") with written instructions from the Shipper. The fee to change a freight bill or issue a freight bill correction prior to delivery for payment terms, name or address or payor or otherwise is \$35.00.
  - b) After a shipment has been delivered, but prior to receipt of payment, a change in payment terms or payor will not be permitted unless written authorization is provided to Carrier by the party (Shipper, Consignee or third party) assuming responsibility for payment. Carrier reserves the right to disallow a requested change after shipment delivery if the new payor has not been extended credit, or if the bill of lading has been signed by the consignor, or if the shipment has been lost or damaged. The correction fee will be assessed against the Shipper unless the payor authorizes the change and agrees to pay or guarantees the payment of the fee. The fee to change a freight bill or

- issue a freight bill correction after delivery for payment terms, name or address of payor, or otherwise is \$32.00.
- c) After payment has been received based on the original terms of the bill of lading, requests to change the party responsible for payment of the freight charges may not be allowed without Carrier's approval. Carrier reserves the right to disallow a requested change after payment has been received if the new payor has not been extended credit. If a refund is requested, no refund shall be made until payment has been received. The correction fee will be assessed against the new payor. The fee to change a freight bill or issue a freight bill correction after payment has been received is \$32.00
- d) CBOL and/or LOA will not be accepted: (i) to change the released, declared or actual value of the commodity on the freight bill; (ii) to change the weight, commodity, cubic feet or density after freight has delivered, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof; or (iii) to change a Shipper name/address or a Consignee name/address after freight has delivered.
- 5) Each bill of lading furnished shall be billed as an individual shipment. Bills of lading with multiple PO numbers will be billed as one shipment. Consolidation of multiple bills of lading will not be accepted.
- 6) Special BOL instructions that conflict with carrier rules tariff provisions shall be null and void in all cases
- 7) A shipper or paying party may not tender multiple bills of lading on a single day for the same consignee to avoid linear foot rating or volume shipment pricing. In these cases the bills of lading will be mastered billed as one shipment and rated on carrier linear foot rule or per customer rate agreement as it pertains to linear foot should customer have an exception published to carrier default linear foot rule. If linear foot rating does not yield a higher freight charge, the total charges for billing the shipments individually will be used.
- 8) A shipper or paying party may not tender two bills of lading on a single day for the same consignee and request master billing after freight tender in an effort to reduce overall freight charges. Master billing is offered with advanced notification and is charged accordingly.

#### ITEM 40 - CUSTOMS FEES:

All shipments that fail to clear Customs at the border, through no fault of the Carrier, may be assessed one or more of the following charges:

#### 1) In Bond Fee:

a) All shipments destined to Canada that fail to clear Customs at the border and must be held in a Customs Bonded Warehouse until cleared by Customs, will be assessed a charge of \$85.00. If it resort in Carrier having to remanifest the freight an additional fee of \$45.00 will be applicable.

#### 2) Customs Exam Fee:

a) All shipments called for inspection by the Canada Border Services Agency (CBSA) or other government department (OGD) will be assessed a \$50.00 handling fee in addition to other charges that may be assessed to the Carrier by the Sufferance Warehouse inspection site. An extra stop charge of \$75.00 for docking to an Inspection facility will be applied. If it resorts in Carrier having to remanifest the freight an additional fee of \$50.00 will be applicable.

#### 3) Storage fees:

a) All shipments held in a Custom Bonded Warehouse pending release from Customs will be assessed a storage fee (see Item 31 for Storage fees and conditions).

#### 4) Border Delay:

a) All Shipments delayed at the border an additional fee of \$60 per hour will be applicable, allowing 2 hours free.

#### 5) Denied Entry:

a) If a shipment is inadmissible and denied entry into Canada or the United States - the costs associated with bringing the shipment to a safe haven in the country of origin and return of the freight to the shipper will be applicable. A rate of \$3.00 per mile will be assessed on the mileage from the terminal to the intended border crossing and back. Driver detention will be applied per section 4 above.

### ITEM 41 - CONSTRUCTION SITE/JOB SITE:

A construction site/Job site is defined as a location where a facility is being built, erected or renovated, by one or more contractors, and the shipment is consigned to the contractor, c/o the facility being developed. Shipments consigned to construction sites will be assessed a charge of \$8.50/cwt with a minimum of \$175.00.

### **ITEM 42 - QUOTATIONS:**

- 1) When the carrier is requested to furnish an estimate of published Tariff charges, either in writing or orally, such estimate will, if practicable, be given based on effective published Tariff provisions as applied in the facts concerning shipments, which are made known to the carrier.
- 2) Estimate of freight charges are furnished only as a convenience to the shipping public and represents nothing more than an approximation of freight charges, which are not binding either the carrier or the party requesting the estimate. If details provided for quoting purposes change at time of shipping, the quotation will become null and void and general Tariff rates will apply according to the new details.
- 3) All transportation charges on shipments will be assessed on the basis of published Tariff provisions in effect at the time of shipment as applied to the commodity shipped and the transportation and related services performed in connection therewith.
- 4) Shipments moving under spot quotes/agreements will move when equipment is available and carrier is not committed to standard or fixed transit times. Transit time is not guaranteed and will depend solely on availability.
- 5) Fuel surcharges will be applied at the rates in effect at the time of shipment pursuant to item 30 of this Tariff.
- 6) All quotations are valid for 2 weeks from date issued and will not be honored beyond the issued time frame.
- 7) All quotes must be referenced on the bill of lading or load confirmation for it to be honored.

### ITEM 43 - WEIGHING AND REWEIGHING:

The carrier reserves the right to weigh any shipment for the purpose of checking weight for revenue billing and to determine whether same conforms to State, Federal or Municipal laws, as to the maximum weight. Any penalties incurred by the carrier for overweight shipments when shipper weight is accepted and applied by the carrier are the responsibility of the shipper.

Rates referencing this Tariff do NOT include the cost of reweighing or inspecting shipments for class verification. Such charges will be assessed by Carrier with a \$35.00 surcharge on shipments. These surcharges do not include any adjustments to shipment charges resulting from weight or class changes.

#### ITEM 44 - INSPECTION OF FREIGHT:

The Carrier reserves the right to inspect all shipment handled by Polaris Transportation Group at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary in our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of your shipment is proof of your compliance with any such applicable provisions. By tending the shipment to Polaris Transportation Group, shipper, consignee, and any interested third party consent to such inspections and agree that Polaris Transportation Group will not be held liable for loss, damage, action or event arising out of such inspection, except to the extent that Polaris Transportation Group is grossly negligent in performing the inspection.

Rates referencing this Tariff do NOT include the cost of reweighing or inspecting shipments for class verification. Such charges will be assessed by Carrier with a \$35.00 surcharge on shipments. These surcharges do not include any adjustments to shipment charges resulting from weight or class changes.

#### \*ITEM 45 - PROHIBITED ARTICLES:

The following property will not be accepted by the carrier for shipment under any circumstances:

Alcohol	Live plants and creatures, including livestock & poultry
All Polychlorinated Biphenyl or PCB contaminated waste	Nitrocellulose
Any Glass products	Nitrogen Fertilizer
Biological Products	Perfume
Bulk commodities	Perishable foods
Carbon Black	Personal Effects
Ceramic Tiles	Poisonous/infectious substances
Contraband Freight	Poisons of any kind
Corpses	Pornography
Diagnostic Specimens	Propane fuel
Explosives (All classes & divisions including ammunition	Radioactive substances
Firearms (or items that resemble firearms)	Scrap metal
Flammable solids	Seeds
Freight liable to damage other freight or the carriers vehicle	Tobacco/Nicotine
Garbage / Hazardous waste	Vehicles, motorized/self propelled
Hides of skins	Water vehicles with or without power

#### ITEM 46 –LIMITED ACCESS DELIVERY AND PICK UP:

The following provisions apply when the shipper or consignee of a shipment is located at a limited access location, which includes, but is not limited to schools (including preschools, universities, colleges), country clubs, hospitals, government buildings (air force bases, prisons and correctional facilities military bases, etc), malls, zoos, casinos, car dealerships, mines, nuclear power plants, hotels, public self storage facilities (including household and commercial type facilities), camps, churches and places of worship, airports (Note 1) and other points not open to the general public for commercial purposes.

When carrier is requested or required to pick up or deliver a shipment from or to a limited access location as defined herein, a charge of \$8.50 per cwt subject to a minimum charge of \$175.00 will be assessed in addition to all other charges. The charge or charges provided for in this Item shall apply separately for pick up and delivery and charges shall be collected from the party that is responsible for payment of the freight charges.

Note 1: The term "Airport" shall be defined as any facility, which is subject to the Transportation Security Administration ("TSA") where aircraft such as airplanes, helicopters, and blimps take off and land.

#### ITEM 47 - LOAD TENDER\LOAD CONFIRMATION SHEETS:

When a customer has tendered a shipment on a load/rate confirmation sheet, load tender sheet, or any other document issued for the purpose of tendering a load, the carrier ONLY acknowledges receipt of the document and NOT the approval or acceptance of any charges or provisions stated therein. Charges and provisions set in place by Polaris Transportation Group constitute the entire agreement and understanding between the parties, and supersedes any and all load/rate confirmation sheet, load tender sheet, or any other document issued for the purpose of tendering the load. Should the load tender not match the actual shipment or bill of lading Polaris Transportation Group will bill based on the parameters of the actual shipment Polaris. Transportation Group is not liable for any discrepancy between the load tender/rate confirmation and actual shipment. Carrier will not be liable for rules or fees listed on the on a load/rate confirmation sheet, load tender sheet, or any other document issued for the purpose of tendering a load unless previously agreed to in writing. Customer acknowledges this when tendering freight to the broker at time of booking.

All shipments will be governed by Polaris Transportation Group's Tariff PTG 100.

### ITEM 48 – SERVICE STANDARDS:

Unless otherwise specifically provided, the participants to this tariff are not offered any guarantee of pickup, transportation or delivery of any shipment by any particular schedule, other than with reasonable dispatch, and do not offer any reduction or cancellation of freight rates, or other charges, in the event of excessive or unreasonable transit times caused by any reason.

#### ITEM 49 - ARBITRARY SERVICE POINTS:

1) When the Carrier or its agent performs Pickup or Delivery Service at the following Florida points, the shipment will be subject to a pickup or delivery charge of \$75.00 in addition to all other applicable charges, as follows:

```
33001 33036 33037 33040 33041 33042 33043
33045 33050 33051 33052 33070 33109 33149
```

2) When the Carrier or its agent performs Pickup or Delivery Service at the following Virginia points, the shipment will be subject to a pickup or delivery charge of \$75.00 in addition to all other applicable charges, as follows:

```
      20108-20113
      20164
      20190-20194
      22030-22033
      22066
      22125
      22191-22193

      20120
      20165
      22003
      22035
      22079
      22151-22153
      22201-22210

      20121
      20167
      22015
      22038-22046
      22081
      22156
      22213-22219

      20124
      20170-20172
      22027
      22060
      22101-22103
      22180-22182
      22301-22332

      20151
      22124
```

3) When the Carrier or its agent performs Pickup or Delivery Service at the following Oklahoma points, the shipment will be subject to a pickup or delivery charge of \$70.00 in addition to all other applicable charges, as follows:

```
73001-73002
               73453 73701-73706 73950-73951 74451-74452 74636-74637 74859-74860
73004-73007
               73455-73456 73716-73720 74009-74010 74454 74640 74864-74867
               73458-73461 73722 74022 74456-74458 74643-74644 74869
73009-73011
               73463 73724 74026-74028 74460-74461 74646 74871-74873
73014-73017
               73476 73726-73731 74035 74463 74650 74875
73021-73022
               73481 73733-73739 74042 74466 74652 74878
73024
               73487-73488 73741-73744 74046-74047 74468-74469 74701-74702 74880-74881
73027-73033
               73491 73746-73747 74054 74471-74472 74720-74724 74883-74884
73036
73038-73043
               73520-73523 73749-73750 74056 74521 74726-74731 74930-74931
               73526-73534 73753-73761 74058 74523 74733-74738 74935-74936
73045
73047-73048
               73536-73544 73763-73764 74060 74525 74740-74741 74939
73050-73053
               73546-73562 73766 74068 74528-74531 74743 74942-74944
               73564-73573 73768 74071-74072 74533-74536 74745 74947
73055-73058
73062-73063
               73575 73770-73773 74079 74538 74747-74748 74949
73067-73068
               73601 73801-73802 74083-74084 74540 74750 74951
               73620 73832 74347 74542-74543 74752-74756 74957
73073-73076
73079-73080
               73622 73834-73835 74350 74545-74547 74759-74761 74962-74963
73082
               73624-73628 73838 74352 74549 74764 74966
               73632 73840-73844 74359 74552-74553 74766 79056
73086
               73638-73639 73847-73848 74363-74365 74555-74563 74820-74821 79070
73090
               73641-73642 73851-73853 74368 74567 74824-74827
73092-73096
```

73098	73644-73648 73855 74421 74569-74570 74829-74834
73401-73403	73650-73651 73857-73860 74423 74572 74836-74837
73425	73654-73655 73901 74427-74428 74574 74839-74840
73430	73658-73664 73931-73933 74431 74576-74577 74842-74845
73432-73444	73666-73669 73937-73938 74436-74442 74630 74848-74852
73446-73450	73673 73944-73947 74444-74446 74632-74633 74854-74857

4) When the Carrier or its agent performs Pickup or Delivery Service at the following Michigan points, the shipment will be subject to a pickup or delivery charge of \$115.00 in addition to all other applicable charges, as follows:

484 486-487 496-499

5) When the Carrier or its agent performs Pickup or Delivery Service at the following Texas points, the shipment will be subject to a pickup or delivery charge of \$8.50 per cwt with a minimum of \$105.00 in addition to all other applicable charges, as follows:

```
75417
         75926 76475 76943 78019 78338 78828 78880 79229 79532 79780 79843
         75934 76484 76950 78021 78341 78832 78881 79236 79718 79781 79845
75426
         75941 76486 76958 78053 78344 78834 78883 79243 79734 79783 79846
75436
         75943 76844 77935 78060 78349 78836 78884 79244 79738 79785 79847
75487
        75944 76849 77954 78061 78357 78837 78885 79248 79739 79786 79848
75550
         75949 76854 77964 78072 78361 78838 78886 79256 79744 79830 79850
75855
75861
         76444 76856 77984 78075 78369 78839 78932 79261 79748 79831 79851
         76446 76864 77995 78076 78371 78851 78938 79322 79749 79832 79852
75880
         76449 76874 78008 78113 78376 78871 78959 79355 79754 79834 79854
75882
75884
         76457 76883 78012 78116 78584 78873 79220 79376 79770 79837 79855
         76463 76932 78014 78146 78631 78877 79223 79377 79778 79842 79930
75886
```

6) When the Carrier or its agent performs Pickup or Delivery Service at the following Texas points, the shipment will be subject to a pickup or delivery charge of \$55.00 in addition to all other applicable charges, as follows:

```
73939
         76873 79024-79025 79079 79255 79379-79380 79730-79731
73942
         76877 79027 79081-79084 79257 79502 79735
73949
         76930 79031-79035 79087-79088 79312 79505 79742-79743
76388
         76935-76937 79039-79041 79091-79092 79314 79511-79512 79745
76432
         76939 79043-79045 79096 79325 79517 79752
         76941 79052-79054 79230 79330-79331 79527-79528 79755-79756
76455
76463
         76951 79057 79233 79342 79540 79760-79769
         79001-79003 79061 79235-79236 79344-79347 79543-79546 79772
76825
```

```
76836-76837 79009-79014 79063-79064 79239-79240 79356-79357 79565 79782 76859 79018 79070 79245 79360 79701-79712 76871 79021-79022 79077 79250-79251 79369-79372 79719
```

7) When the Carrier or its agent performs Pickup or Delivery Service at the following North Dakota points, the shipment will be subject to a pickup or delivery charge of \$55.00 in addition to all other applicable charges, as follows:

```
      58310
      58830
      58831
      58833
      58620
      58710
      58711
      58835
      58712
      58313
      58713
      58621

      58316
      58622
      58716
      58716
      58718
      58317
      58721
      58418
      58623
      58723
      58725
      58838

      58422
      58423
      58727
      58730
      58731
      58430
      58601
      58602
      58733
      58734
      58735
      58736

      58626
      58843
      58627
      58438
      58737
      58844
      58630
      58740
      58443
      58632
      58444
      58741

      58634
      58845
      58339
      58639
      58451
      58744
      58847
      58746
      58640
      58343
      58748
      58750

      58346
      58752
      58756
      58758
      58759
      58755
      58645
      58701
      58702
      58703
      58707

      58771
      58772
      58849
      58650
      58651
      58652
      58365
      58366
      58367
      58775
      58776

      58368
      58778
      58781
      58653
      58654
      58652
      58782
      58784
```

8) When the Carrier or its agent performs Pickup or Delivery Service at the following Minnesota points, the shipment will be subject to a pickup or delivery charge of \$55.00 in addition to all other applicable charges, as follows:

```
56711 56714 56623 56629 56630 55725 56649 56669 56650 56653 56654 56659 56660 56661 55771 56667 56668 56670 56671 56673 56751 56756 56682 56761 56763 56685 56686 55602 55731 55603 55604 55605 55606 55607 55612 55613 55614 55615
```

### ITEM 50 – EXCESSIVE LENGTH SHIPMENTS:

Excessive Length Shipments consisting of article(s) with a length of at least 8 feet, but less than 12 feet is \$100.00 per shipment; article(s) with a length of at least 12 feet but less than 16 feet is \$175 .00 per shipment; article(s) with a length of at least 16 feet but less than 20 feet is \$250.00 per shipment; article(s) with a length of 20 feet and greater is \$400.00 per shipment.

\*In accordance with NMFC rules, and Carrier policy. Carrier reserves the right to not accept uncrated shipments of this nature which would not be reasonably safe and practicable for transportation