



TARIFF TCAL 100

RULES AND CHARGES

FOR LESS-THAN-TRUCKLOAD (LTL) SERVICE

Effective: January 4th, 2021

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GOVERNING PUBLICATIONS

ITEM 10

Except as otherwise provided, this Tariff is governed by the following Tariffs, supplements and subsequent re-issues thereof:

- **National Motor Freight Classification (NMFC)**
- **National Five-Digit Zip Code and Post Office Directory**

COMMODITIES NOT ACCEPTED FOR TRANSPORTATION

ITEM 15

Except where specific exceptions are agreed to and specifically included in the signed Pricing Agreement, shipments containing the following commodities will not be accepted for transportation by Trans-Cal. In the event that Trans-Cal is unknowingly tendered a shipment containing any of these commodities the shipper will be responsible for any and all claims for loss, damage or any other freight or property damage resulting from handling these commodities.

- Animals: Live or carcasses
- Antiques: Furniture, Collectibles, Glassware, China, Memorabilia, Jewelry
- Art Work: Original Works of Art
- Asbestos Products
- Automobiles: Passenger Vehicles for on Highway Use
- Biological Hazards: Class 6.2 Poison, Infections Materials, Samples or Cultures
- Carbon Black
- Checks: Blank, Payroll, or Endorsed
- Class A & B Explosives: Class 1.1, 1.2, and 1.3
- Corpses
- Currency
- Engines, Transmissions, or Machinery of any type unless all fluids and lubricants have been completely drained and the machinery is properly packaged for transportation.
- Fireworks
- Temperature or Climate Control shipments of any type including "Keep from Freezing"
- Fresh Fruit or Produce
- Hazardous Materials and / or Hazardous Waste
- Illegally Obtained or Manufactured Substances: Illegal Drugs, Etc.
- Watches or Jewelry; Not Released to a Value of \$5.00 Per Pound or Less
- Poison Gas: Class 2.3
- Poison Liquids or Solids: Class 6.1
- Precious Metals / Coins
- Radioactive Materials: Class 7

Accessorial Fees and Charges: Fees assessed on a shipment resulting from additional services requested by the shipper, consignee, or 3rd party. Requested services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the paying party noted on the Bill of Lading. Upon request, carrier will make a reasonable effort to contact the payer of the freight charges that accessorial services are being performed. Lack of notification will not relieve the responsibility of the payer of the accessorial charges.

Normal Business Hours: Normal Business Hours are defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays noted in this tariff.

Bill To: The person or entity designated on the Bill of Lading as responsible for paying the freight charges.

Density: Pounds per cubic foot calculated by dividing the weight by the length multiplied by the width multiplied by the height of the article. Density is used to determine the proper classification of many, but not all commodities.

LTL: Less Than Truckload. Any single shipment that does not occupy more than 12 feet of trailer floor space, 6 standard pallet spaces, or weigh over 10,000 pounds. Shipments occupying 12 linear feet of space or consisting of 6 standard pallet positions will be subject to a minimum Straight Truck Rate based on mileage noted in this Tariff.

FTL: Truckload shipments are defined as weighing 10,000 lbs. or greater, and / or occupying more than 12 feet of the floor space of a trailer or occupying more than 6 standard pallet spots in a trailer, or any single large or awkward unit that occupies enough space that another unit of the same size cannot be loaded on a standard 53' trailer. Truckload / Volume Shipments will be subject to a minimum Truckload Rate based on mileage noted in this Tariff.

Absolute Minimum Charge: The lowest charge that can be applied for a single shipment. It is not subject to further discounts.

Payment Terms: Prepaid designates that the shipper is responsible for the payment of freight charges. Collect designates that the consignee is responsible for the payment of freight charges. 3rd Party designates another party is responsible for the payment of freight charges. 3rd Party information must be complete, including company name and complete address, and be noted in the designated section of the Bill of Lading. Bills of Lading not noting Prepaid, Collect, or 3rd Party will be billed as Prepaid.

Shipment: An order of freight received from one shipper at one location at a specific time, for one consignee at one destination location, covered by one Bill of Lading.

PAYMENT TERMS

ITEM 20

All payments for services provided by Trans-Cal are due from the customer within 15 days of the original invoice date. The invoice number and amount paid for each invoice number must be noted on the remittance.

DEFAULT RATING AND PRICING

ITEM 25

Shipments tendered to Trans-Cal by customers who do not have a signed Pricing Agreement will be rated at the actual freight class using the Trans-Cal Tariff TC4.21 and will be subject to all Trans-Cal Accessorial Charges.

SHIPPING DOCUMENTS

ITEM 26

All documents pertaining to the shipment, and required for delivery must be presented to the carrier with the freight at the time of pick up.

BILL OF LADING

ITEM 30

Issuance of the Bill of Lading:

The Bill of Lading shall be issued in accordance with the provisions of the governing Classification and shall be issued at the time of, or prior to, the receipt of or pick up of the shipment.

Unless otherwise agreed to in writing, all shipments accepted by Trans-Cal shall be bound by the terms and conditions of the Uniform Straight Bill of Lading as specified in the NMF 100 Series. Trans-Cal may accept freight on another Bill of Lading subject to the terms and conditions of the Uniform Straight Bill of Lading as the only terms and conditions applicable to such other form. On all Bills of Lading the driver/contractor signature acknowledges receipt of the freight only. Trans-Cal drivers/contractors are not authorized to sign and/or commit Trans-Cal to any liability in excess of the liability outlined in the NMF 100 Series, the liability outlined in this tariff, or specific liability noted in a signed Customer Pricing Agreement.

SPECIAL PROVISIONS FOR SHIPPING DOCUMENTS:

- Bills of Ladings not marked or noted as “Pre-Paid”, “Collect”, or “Third Party Bill To” will be billed as “Pre-Paid” with the shipper responsible for all charges.
- “Collect” Shipments may move without recourse to the consignor when the consignor stipulates by signature or endorsement in the space provided on the face of the Bill of Lading for “Section

7". In the event that consignor tenders a shipment as "Pre-Paid" and also signs "Section 7", consignor shall remain liable for the freight and other lawful charges accruing on the shipment, as billed.

- Any and all delivery requirements or specifications must be stated on the Bill of Lading. Should any additional services be required at delivery, the Trans-Cal driver/contractor will note on the Delivery Receipt as proof of services rendered for payment.
- If Trans-Cal receives a Bill of Lading or other shipping document for receipt of goods where the description of the goods is incomplete, an improper commodity is noted, or an invalid or expired NMFC Item Number is used, Trans-Cal will make a reasonable effort to properly classify the shipment for rating purposes. If Trans-Cal is unable to properly classify the shipment, the commodity will be assigned Class 125 for rating and billing.

ISSUANCE OF A FREIGHT BILL:

A Bill of Lading shall be issued by the shipper to Trans-Cal for each shipment transported. Trans-Cal shall not apportion, prorate or otherwise divide freight charges between or among the consignor, consignee, or other parties. All Bills of Lading must show the following information:

- Name of Carrier picking up the shipment (Trans-Cal).
- Date of Pick Up.
- Complete name of the consignor, and complete address of pick up location, including any suite or unit number.
- Complete name of the consignee, and complete address of the delivery location, including any suite or unit number.
- Number of, and type of Shipping units (Boxes, Cartons, Pallets, Pails, Etc...)
- Description of commodities being shipped, stated in terms of governing classification or other governing tariffs.
- Weight of the shipment, stated in pounds.
- Any Special Instructions or Requirements needed to allow for the efficient delivery of the shipment (Appointment Required, Contact Details, Liftgate Required, Inside Delivery Required, or any specific hours of operation for the consignee, etc.)

BILL OF LADING – CORRECTIONS OR CHANGES

ITEM 31

Any changes made to the original Bill of Lading will be subject to ***an additional fee of \$15.00 for each change requested.*** The correction fee will be billed to the Bill To Party noted on the Bill of Lading and will apply to changes including but not limited to payment terms, description, weight, or any other component of the Bill of Lading. The \$15.00 fee is in addition to all other charges. All requests for changes must be on the Bill to Party's letterhead with a signature and shall be subject to carrier approval. No request for change will be accepted that increases the liability in any way to Trans-Cal. No request for change will be accepted after payment for the shipment has been received.

Bill of Lading Changes or Corrections:

- Prior to delivery of a shipment, changes to the Bill to Party for the shipment (Pre-Paid or Collect) will be permitted upon the request of the Bill to Party on company letterhead.
- After a shipment has been delivered, request for change of the Bill to Party will be accepted if received in writing on company letterhead for the party assuming responsibility for payment.
- Reversal of charges will not be accepted after payment for the shipment has been received.
- The revised Bill to Party must be in “Good” credit standing with Trans-Cal.

APPLICATION OF RULES, RATES, CHARGES AND/OR CLASSES**ITEM 35****Density of Mixed Shipments:**

For the purpose of determining density on mixed shipments where each carton/pallet/commodity is not individually itemized with corresponding weights and classifications on the Bill of Lading, Trans-Cal will add the dimensions of all the cartons/pallets/handling units where class is determined by density and divide into the total weight of these pieces in order to determine an average density. Average density will be used to calculate applicable class for mixed shipments where commodities and weights are not clearly noted on the Bill of Lading.

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

Source: 2018 National Motor Freight Traffic Association, Inc

Cubic Capacity Rule:

The Cubic Capacity rule will apply to any shipment, or portion thereof, which is 750 cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.

The provisions of the Cubic Capacity Rule are not applicable in connection with:

- Rates determined by any unit of measure other than weight (e.g., Pallet Rates)
- Exclusive use and truckload shipments
- Volume rates and charges per vehicle or trailer used; or
- Where the applicable charge is greater than the calculation under this rule

The cubic capacity of the shipment will be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of seven (7) feet shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:

- The nature of the article when due to the irregular shape on top (e.g., Machines);
- Packaging or lack of packaging used;
- Palletization in a “pyramided”, “rounded off”, or “topped off” fashion;
- Specific instructions by the shipper or by notation on the bill of lading; or
- Packaged units bearing instructions that the freight is not to be top loaded or double stacked.

The minimum charge under this Rule will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as follows:

- Multiply the calculated weight by the applicable class 150 rate from the customer’s base rates less any applicable discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier / grouping, or Freight All Kinds class rating(s) contained in the customer’s pricing.
- Where the customer’s pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate from the most current Trans-Cal TC4 Series class rate tariff less a 60% discount.

Any overflow portion of a Capacity Load shipment which is charged for as a separate shipment will be subject to the provisions of this Rule.

Linear Foot Rule:

Any single LTL shipment requiring 12 or more linear feet or fraction thereof (144” or more) of a vehicle across more than half of the useable width of a standard sized straight truck box, the shipment will be rated at actual class per the following linear foot guidelines:

<u>Actual Class Range</u>	<u>Shipment Rated at Pounds Per Linear Foot</u>
CL50 – CL65	1,250 lbs. per linear foot
CL70 – CL92.5	1,000 lbs. per linear foot
CL100 – CL150	750 lbs. per linear foot
CL175 – CL500	500 lbs. per linear foot

In the event a single LTL shipment consists of mixed class freight, the overall PCF for the shipment will be used to determine the applicable freight class (see ***Density of Mixed Shipments*** section; **Item 35**).

Shipments exceeding 18 linear feet will be considered as “full truckloads” and will be rated according to **Item 86 Minimum Truck Load Rates by Mileage**.

For the purpose of applying the cubic capacity and/or linear foot rules and charges, when two or more shipments are tendered to Carrier by the same consignor, from the same place during one calendar day for delivery to the same consignee at one place, and where remittance will be paid by the same Bill To Party, they will be considered one shipment.

The provisions of the NMFC, item 171 (Bumping Clause) will not apply in connection with the application of this Rule.

Default Classification:

If Trans-Cal receives a Bill of Lading or other shipping document for receipt of goods where the description of the goods is incomplete, an improper commodity is noted, or an invalid or expired NMFC Item Number is used, Trans-Cal will make a reasonable effort to properly classify the shipment for rating purposes. If Trans-Cal is unable to properly classify the shipment, the commodity will be assigned a Class based on the shipments lbs. per cubic foot and referencing the ***Density of Mixed Shipments*** table found in **Item 35**.

Pallet Rates:

For the purpose of determining Pallet Rate application, unless otherwise noted in the Customer Pricing Agreement, the maximum weight per pallet will be 1,500 pounds. The maximum dimensions of the pallet will not exceed 48” x 48” x 54” in height. When a pallet exceeds these specifications the pallet will be rated at 2.0 times the normal rate. If a loose piece is tendered with a shipment that is subject to pallet rates, the loose piece will be rated as an additional pallet.

Accessorial and Additional Supplemental Service Charges:

Accessorial and supplemental service charges will be assessed based upon the rules contained in this tariff, when requested or required by the shipper, consignee, or 3rd party and when the service is provided by Trans-Cal. These additional supplemental services may or may not be noted on the Bill of

Lading or Delivery Receipt. The lack of notation is not an indication that the accessorial or additional service was not provided and is not an acceptable reason for non-payment.

BLIND SHIPMENTS

ITEM 40

A “Blind Shipment” is one in which the shipper is not aware of the actual consignee, or the consignee is not aware of the actual shipper. Trans-Cal will accept a corrected Bill of Lading from another party involved in the transaction changing the consignee and/or shipper before the shipment is dispatched for delivery.

- A fee of \$32.00 will apply in addition to all other applicable charges.
- Trans-Cal must be satisfied that the requestor has the legal authority to divert shipment.
- Requestor must provide a corrected Bill of Lading or Letter of Authority with desired change.
- Actual origin city, state and zip code and ultimate destination city state and zip code will be shown on carrier’s bill.

CLAIMS AND OVERCHARGES

ITEM 45

This Tariff is subject to the following Code of Federal Regulations – Part 49 Rules:

- 49 CFR – 370 Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage.
 - 49 CFR – 378 Procedures Governing the Processing, Investigation, and Disposition of Overcharge, Duplicate Payment, or Over Collection Claims.
-
- A. Trans-Cal liability for loss or damage to any shipment, or any part thereof, is limited to the actual value of the article(s) lost, damaged, or destroyed or \$0.50 per pound (per pound per shipment(s) lost damaged or destroyed, whichever is less) on LTL shipments serviced by Trans-Cal LLC.
 - B. Personal effects and / or household goods will be valued at \$0.10 per pound.
 - C. Trans-Cal does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the Bill of Lading shall have no effect to Trans-Cal.
 - D. Liability for loss, damage or destruction of property being returned to the original Shipper, which was not initially transported by Trans-Cal from the original Shipper, will be limited to lost freight only and Trans-Cal will not be responsible for damages.
 - E. When freight is shipped inbound collect, Trans-Cal liability limitations apply, even though the consignee has not seen the bill of lading. In this situation, the consignor is deemed the agent of the consignee for purposes of freight arrangements.

- F. Should a replacement shipment be shipped as a result of a freight claim, the replacement must be transported by Trans-Cal. Trans-Cal will not refund or be responsible for freight charges for any other Carrier not associated with the original shipment.
- G. If the Customer Pricing Agreement indicates a different claims value, the value noted in that agreement will apply.
- H. Claims must be filed/received in writing within nine (9) months after delivery or they shall be deemed waived. In the event of non-delivery (lost shipment) the claim must be filed within nine (9) months of reasonable delivery date. Suit must be filed within two years from the date of written declination.
- I. Documents required to properly support a cargo claim are:
 - o Original Bill of Lading, signed by Trans-Cal driver/contractor.
 - o Copy of Carrier's Paid Freight Bill.
 - o Copy of the original invoice or proof of the value of the commodities lost or damaged.
 - o If repaired, an invoice covering repairs itemizing labor and parts.
 - o Copies of request for inspection, waiver of inspection by carrier, inspection reports if conducted.
 - o Other Documents as required: Photographs, Impact Records, Quality Control Reports, Packaging Certificates, Employee Statements.
- J. Claimant 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 the carrier.
- K. Failure of the Consignee to verify count and condition of the shipment at the time of delivery will cause a claim filed for loss or damage to be denied.
- L. The failure of the consignee to allow the driver/contractor to verify the count or condition of the shipment at time of delivery will cause a claim filed for loss or damaged to be denied.
- M. Failure of the claimant to act upon a written request for documentation within 30 days from the date of the request will cause the claim to be denied.
- N. Carrier incorporates by reference the provisions of 49 C.F.R Part 1005 as the minimum requirements for presentation and investigation of claims for loss and damage to freight and processing of salvage. The presentation and handling of claims and salvage are subject to the terms and provisions of this tariff.
- O. Trans-Cal will not pay any administrative costs or fees, or interest charges associated with any loss or damage claim.
- P. Tran-Cal will not pay labor charges in excess of \$35.00 per hour associated with any loss or damaged shipment.
- Q. Shipments must be properly packaged in accordance with NMFC Packaging requirements.

CONSEQUENTIAL DAMAGE DISCLAIMER

ITEM 46

Trans-Cal will not be liable for:

- Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment).

- Commercial loss of any kind (including damage to business reputation or lost business or profits).
- Loss, damage, or expense directly or indirectly arising from the provisions of Trans-Cal services including failure to make timely delivery, short delivery, or non-delivery, whether or not the carrier has been advised of the possibility of such damage or loss.

COLLECT ON DELIVERY (COD) SHIPMENTS

ITEM 50

1. When a shipment is tendered to Trans-Cal and is identified as a "COD" shipment, the following rules and charges will apply.
 - a. 3.0% of the COD Amount subject to a minimum of \$26.00 and no maximum fee.
 - b. An additional fee of \$26.00 will be added to change the amount, terms, or conditions of a COD shipment.
2. The Consignor (shipper) must provide the following:
 - a. The letters "COD" will be placed immediately before the name of the consignee in block letters across the face of the Bill of Lading.
 - b. The COD amount will be noted in the designated "COD Amount" section of the Bill of Lading.
 - c. The Bill of Lading shall contain the following remittance information:
 - COD amount, which shall include only the product cost.
 - Remit to name, street, city, state, and zip code.
 - The party responsible for the COD charges shown above, Consignee or Consignor.
 - Acceptable form of payment, see item # 3 below.
3. The COD amount, COD fees and charges and freight charges will be collected at the time of delivery and will be subject to the following:
 - a. Acceptable forms of payment for COD amounts, fees and charges from the consignee are :
 - Cash, up to \$1,000.00
 - Bank Cashier's check, Certified check, Money order, or company or personal check when specified on the Bill of Lading by the consignor.
 - b. Carrier liability ends when COD payment is given to the USPS or Express Mail Carrier.
4. Carrier will remit each COD amount collected directly to the consignor (or payee other than consignor) within 30 days after delivery. Collection of COD amounts will be subject to the following:
 - a. Carrier accepts COD amounts only as the agent of the consignor and is responsible and limited to the exercise of due care and diligence in forwarding such amounts to the consignor or payee via US Mail or express courier.
 - b. Carrier will not be liable for collection and remittance of the COD amount if the consignor does not adhere to requirements outlined in this section, or if the shipment is refused by the consignee.

- c. Carrier will accept changes from the consignor prior to delivery, and will make a good faith effort to accomplish the requested changes, but does not accept legal liability for the COD collection and remittance amount to the consignor or payee.
 - d. Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollected funds, forgery, or any other reason beyond the carrier's control. Shipper shall remain liable to carrier for all freight charges and fee not collected on delivery. If the COD payment should become lost in the mail, or any other form of transmission, it will be the responsibility of the shipper to make arrangements with the consignee for replacement of the lost COD payment.
5. COD Maximum amount is \$10,000.00. Carrier in no instance will indemnify the shipper for any COD amount in excess of \$10,000.00.
 6. COD shipments will not be accepted if:
 - a. The delivery location is not a direct point served by Trans-Cal
 - b. Instructions require charges to be collected from a party other than the consignee or consignor.
 - c. The COD shipment is subject to inspection or trial by the consignee. Or a partial delivery is requested.
 7. If for any reason the consignor/consignee does not adhere to the bill of lading requirements outlined in this section, the carrier will not be liable for collection or remittance of the COD.
 8. In the event the carrier fails to follow through and collect the COD amount, carrier liability for such amount will end at the expiration of thirty days from the date of delivery.

CALIFORNIA COMPLIANCE SURCHARGE

ITEM 52

A surcharge of \$8.50 will be added to each shipment that originates or has a delivery within the state of California.

DRIVER DETENTION PICK UP OR DELIVERY

ITEM 54

Driver Detention will be charged at a rate of \$35.75 per quarter hour or portion thereof subject to "Free Time" based on the following delivery weight:

Weight Per Stop	Allocated Free Time
0 to 2,000 lbs.	15 Minutes
2,001 to 5,000 lbs.	20 Minutes
5,001 to 10,000 lbs.	25 Minutes
10,001 to 15,000 lbs.	30 Minutes

15,001 lbs. and above will be allowed four (4) Minutes per ton.

- Charges will apply to the paying party of the shipment.
- Charges for Free Time will be based upon the entire weight of all shipments for the same delivery location.
- Charges will be allocated per shipment based upon the weight of each shipment as a percentage of the total weight of the stop.
- For Appointment Deliveries, the Free Time will not begin until the assigned Appointment Time.

HAZARDOUS MATERIAL HANDLING FEE

ITEM 56

Trans-Cal LLC does not offer transportation services for either hazardous materials or hazardous waste.

HOURLY CHARGE

ITEM 58

When requested, an hourly fee will be charged for a driver and truck at a billable rate of \$175.00 per hour, subject to a minimum charge of \$700.

INSIDE DELIVERY FEE

ITEM 60

Inside Deliveries will be billed at \$35.00 per quarter hour or portion thereof. Inside Delivery will apply when any portion of the delivery is required to be placed more than 30 feet from the tailgate of the vehicle, or to any location not on the same level as the general receiving area. This fee will also be charged for residential deliveries that are required to be placed in the garage, side yard or back yard.

Trans-Cal driver/contractors cannot deliver inside of a residence under any circumstances.

LIFTGATE PICK UP OR DELIVERY

ITEM 62

When a customer requests a liftgate for pick up or delivery, an additional fee of \$25.00 will be added to the freight bill.

When a liftgate is required for a Residential Delivery, the Residential Delivery Fee will be charged in place of the Liftgate Fee.

MILITARY BASE / RESTRICTED ACCESS PICK UP OR DELIVERY**ITEM 64**

Shipments picked up at or delivered to locations with limited, restricted, delayed, and difficult access shall be subject to an additional charge of \$40.00. These locations include military bases, jails and prisons, construction sites and government facilities.

LONG / OVERSIZED FREIGHT**ITEM 66**

Shipments containing one or more articles that equal or exceed 8 feet in length, or 7 feet in height, shall be subject to the following charge in addition to all other applicable charges:

\$90.00 per shipment

The maximum allowable length of any single item will be 12 feet in length and the maximum allowable height of any single item will be 8 feet 6 inches. Trans-Cal reserves the right to refuse any freight exceeding the dimensions specified in this Item.

NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT**ITEM 68**

When a shipper's Bill of Lading specifies that Trans-Cal is to notify or make an appointment with the consignee prior to delivery, or when a consignee requires notification prior to delivery, an additional charge of \$20.00 per shipment will be assessed.

PALLET EXCHANGE**ITEM 69**

Trans-Cal does not participate in Pallet Exchange Programs. Any requests or provisions noted on the Bill of Lading requesting the return of shipping devices shall be deemed for informational purposes only, and it will not be binding upon the carrier to accomplish or comply with such requests.

DIVERSION / RECONSIGNMENT FEE**ITEM 70**

When requested prior to delivery, a Re-Consignment / Diversion fee will be charged in the amount of \$35.00. The customer's contracted rates will also be added from the original shipping location to the new delivery location.

REDELIVERY FEE**ITEM 72**

When a delivery is tendered but cannot be completed during normal business hours (8:00 AM to 4:30PM) due to no fault of the carrier, a Redelivery charge will be assessed using the customers agreed rates with the added mileage from the Trans-Cal location to the delivery location.

RESIDENTIAL PICK UP OR DELIVERY**ITEM 74**

Pickups or deliveries to residences, including residences under construction, will be subject to an additional charge of \$2.35 per one hundred pounds subject to a \$35.00 minimum.

Residential pickups or deliveries requiring a liftgate will not be charged for a liftgate.

Trans-Cal driver/contractors cannot deliver inside of a residence under any circumstances.

SATURDAY, SUNDAY OR HOLIDAY PICK UP OR DELIVERY**ITEM 76**

Trans-Cal recognizes the following Holidays:

January 1st – New Years Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

December 25th – Christmas Day

If the Holiday falls on a Saturday, it is observed the Friday prior. If the holiday falls on a Sunday, it is observed on Monday after.

When a pickup or delivery is requested on these days, a charge of \$175.00 per hour will be assessed. The time will begin when the driver/contractor departs the Trans-Cal facility and will not end until the driver returns to the Trans-Cal facility. These charges are subject to a \$700.00 minimum charge.

SORTING AND SEGREGATING**ITEM 78**

A charge of \$24.50 per quarter hour will be assessed when the physical sorting or segregating of freight is required or requested by the shipper or consignee. There is no Free Time allowed for this activity and the charges will begin to accrue as soon as the driver is asked to perform this function.

STORAGE CHARGES AND LIABILITY

ITEM 79

72 Hours (3 days) of Free Time will be allowed from the date of pick up until final delivery of any shipment (excluding Saturdays, Sundays, and Trans-Cal observed holidays).

- a. A charge of 50 cents per one hundred pounds, subject to a minimum of \$35.00 per day, will be charged each day for storage beyond the noted Free Time.
- b. Trans-Cal's liability on a shipment held under the provisions of this item will be that of a warehouseman after the expiration of the Free Time specified. The maximum liability the carrier will assume for shipments incurring Storage Charges is 10 cents per pound.

EXPEDITED / SAME DAY SERVICE

ITEM 80

When requested by the shipper or consignee and Trans-Cal agrees to perform the service, a charge of \$275.00 will be added to the normal freight charges for shipments moving 120 miles or less, depending on driver and equipment availability. For deliveries exceeding 120 miles, service will be dependent on driver and equipment availability and a spot quote will be provided.

ADVANCE FEES / CHARGES

ITEM 82

When in order to complete a pick up or delivery, Trans-Cal is required to produce monies or fees of any kind, the amount of those monies or fees will be added to the invoice. There will also be a service charge of 5.0% of the monies advanced subject to a minimum charge of \$30.00

TEMPERATURE / CLIMATE CONTROL OR "KEEP FROM FREEZING"

ITEM 83

As noted in the "Commodities Not Accepted For Transportation, Item 15" section of this tariff. Trans-Cal will not accept shipments requiring Temperature or Climate Control, or requiring any specific temperature range, or "Keep from Freezing". In the event that Trans-Cal inadvertently accepts a shipment with these requirements, Trans-Cal will not be responsible for any costs associated with not conforming to any temperature requirements.

FUEL SURCHARGE TABLE

ITEM 84

The Trans-Cal Fuel Surcharge Table is calculated based on the U.S. Department of Energy, Energy Information Administration's Weekly On-Highway Diesel Fuel Price Index. This website can be found at: www.eia.gov/petroleum/gas/diesel.

The Trans-Cal Fuel Surcharge Table is based on the **California Diesel** weekly price per gallon, and the applicable FSC% will be applied to all shipments.

DIESEL PRICE	LTL	TL
\$1.00 TO \$1.099	0.00%	5.00%
\$1.10 - 1.149	1.50%	6.50%
\$1.15 - 1.199	2.00%	7.00%
\$1.20 - 1.249	2.50%	7.50%
\$1.25 - 1.299	3.00%	8.00%
\$1.30 - 1.349	3.50%	8.50%
\$1.35 - 1.399	4.00%	9.00%
\$1.40 - 1.449	4.50%	9.50%
\$1.45 - 1.499	5.00%	10.00%
\$1.50 - 1.549	5.50%	10.50%
\$1.55 - 1.599	6.00%	11.00%
\$1.60 - 1.649	6.50%	11.50%
\$1.65 - 1.699	7.00%	12.00%
\$1.70 - 1.749	7.50%	12.50%
\$1.75 - 1.799	8.00%	13.00%
\$1.80 - 1.849	8.50%	13.50%
\$1.85 - 1.899	9.00%	14.00%
\$1.90 - 1.949	9.50%	14.50%
\$1.95 - 1.999	10.00%	15.00%
\$2.00 - 2.049	10.50%	15.50%
\$2.05 - 2.099	11.00%	16.00%
\$2.10 - 2.149	11.50%	16.50%
\$2.15 - 2.199	12.00%	17.00%
\$2.20 - 2.249	12.25%	17.25%
\$2.25 - 2.299	12.50%	17.50%
\$2.30 - 2.349	12.75%	17.75%
\$2.35 - 2.399	13.00%	18.00%
\$2.40 - 2.449	13.25%	18.25%
\$2.45 - 2.499	13.50%	18.50%
\$2.50 - 2.549	14.00%	19.00%
\$2.55 - 2.599	14.50%	19.50%
\$2.60 - 2.649	15.00%	20.00%
\$2.65 - 2.699	15.50%	20.50%
\$2.70 - 2.749	16.00%	21.00%
\$2.75 - 2.799	16.50%	21.50%
\$2.80 - 2.849	17.00%	22.00%
\$2.85 - 2.899	17.50%	22.50%
\$2.90 - 2.949	18.00%	23.00%
\$2.95 - 2.999	18.50%	23.50%

\$3.00 - 3.049	19.00%	24.00%
\$3.05 - 3.099	19.50%	24.50%
\$3.10 - 3.149	20.00%	25.00%
\$3.15 - 3.199	20.50%	25.50%
\$3.20 - 3.249	21.00%	26.00%
\$3.25 - 3.299	21.50%	26.50%
\$3.30 - 3.349	22.00%	27.00%
\$3.35 - 3.399	22.50%	27.50%
\$3.40 - 3.449	23.00%	28.00%
\$3.45 - 3.499	23.50%	28.50%
\$3.50 - 3.549	24.00%	29.00%
\$3.55 - 3.599	24.50%	29.50%
\$3.60 - 3.649	25.00%	30.00%
\$3.65 - 3.699	25.50%	30.50%
\$3.70 - 3.749	26.00%	31.00%
\$3.75 - 3.799	26.50%	31.50%
\$3.80 - 3.849	27.00%	32.00%
\$3.85 - 3.899	27.50%	32.50%
\$3.90 - 3.949	28.00%	33.00%
\$3.95 - 3.999	28.50%	33.50%
\$4.00 - 4.049	29.00%	34.00%
\$4.05 - 4.099	29.50%	34.50%
\$4.10 - 4.149	30.00%	35.00%
\$4.15 - 4.199	30.50%	35.50%
\$4.20 - 4.249	31.00%	36.00%
\$4.25 - 4.299	31.50%	36.50%
\$4.30 - 4.349	32.00%	37.00%
\$4.35 - 4.399	32.50%	37.50%
\$4.40 - 4.449	33.00%	38.00%
\$4.45 - 4.499	33.50%	38.50%
\$4.50 - 4.549	34.00%	39.00%
\$4.55 - 4.599	34.50%	39.50%
\$4.60 - 4.649	35.00%	40.00%
\$4.65 - 4.699	35.50%	40.50%
\$4.70 - 4.749	36.00%	41.50%
\$4.75 - 4.799	36.50%	42.00%
\$4.80 - 4.849	37.00%	42.50%
\$4.85 - 4.899	37.50%	42.50%
\$4.90 - 4.949	38.00%	43.00%
\$4.95 - 4.999	38.50%	43.50%
\$5.00 & over	Add 0.5% for each 5-cent increment	

MINIMUM TRUCK LOAD RATES BY MILEAGE**ITEM 86**

Truckload shipments as described in item 18 of this Tariff are subject to the following minimum amounts based on mileage.

Straight Truck		53' Trailer	
Mileage	Amount	Mileage	Amount
0 to 5	\$650.00	0 to 5	\$850.00
6 to 10	\$665.00	6 to 10	\$865.00
11 to 15	\$675.00	11 to 15	\$875.00
16 to 20	\$685.00	16 to 20	\$885.00
21 to 25	\$695.00	21 to 25	\$895.00
26 to 30	\$720.00	26 to 30	\$920.00
31 to 40	\$745.00	31 to 40	\$945.00
41 to 50	\$780.00	41 to 50	\$980.00
51 to 60	\$815.00	51 to 60	\$915.00
61 to 70	\$850.00	61 to 70	\$1,050.00
71 to 80	\$885.00	71 to 80	\$1,085.00
81 to 90	\$920.00	81 to 90	\$1,120.00
91 to 100	\$950.00	91 to 100	\$1,150.00
101 to 120	\$990.00	101 to 120	\$1,200.00
121 to 140	\$1,030.00	121 to 140	\$1,250.00
141 to 160	\$1,070.00	141 to 160	\$1,300.00

FAILURE TO SUBMIT PAYMENT FOR FREIGHT INVOICES**ITEM 90**

Failure to pay billed freight invoices not in dispute can result in a lien on future shipments. Trans-Cal shall have a general and continuing lien on any and all Shipments for which services are being provided by Trans-Cal that come into Trans-Cal's actual or constructive possession or control for monies owed to Trans-Cal with regard to the Shipment on which the lien is claimed and / or any and all prior Shipment(s).

INACTIVITY**ITEM 92**

Trans-Cal reserves the right to cancel negotiated pricing programs without notice due to no shipment activity over a ninety (90) consecutive day period.