



TARIFF CNWY 199-Q.4

NAMING

**RULES, REGULATIONS, RATES
AND CHARGES FOR
ACCESSORIAL SERVICES**

Effective December 1, 2007

**APPLYING BETWEEN POINTS IN THE
UNITED STATES, CANADA, AND PUERTO RICO**

For Governing Publications, see Item 1.

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Section 1

RULES AND REGULATIONS

Governing Publications

Item 1

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

Title/Type of Tariff	Issuing Agent or Carrier	Tariff Number
Exempt Commodities Classification	Con-way Freight, Inc.	CNWX 103
Fuel Surcharge	Con-way Freight, Inc.	CNWX 190
Hazardous Materials Regulations	U.S. D.O.T.	CFR Title 49
Mileage Guide (Point-to-Point)	Household Goods Carrier's	* HGB 100
Mileage Guide (ZIP-to-ZIP)	Bureau, Agent	HGB 105
National Five-Digit United States ZIP Code Post Office Directory	United States Postal Service	---
National Six-Digit Canadian Postal Code Directory	Canada Post Corporation	---
National Motor Freight Classification		** NMF 100

* Only when specific reference is made hereto.

** Governs to the extent provided in Tariff CNWX 199 Item 8.

Definitions

Item 2

- (1) **ACCESSORIAL RATES & 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 carriers gross price including linehaul, pickup and delivery service.
- (2) **BUSINESS DAY OR BUSINESS HOURS:** Except as otherwise provided in individual items of this tariff, the terms "business day" or "business hours" mean that time (8 AM to 5 PM) during which operations are generally conducted by the carrier at the point where the service is performed. The terms "business day" or "business hours" will not include Saturdays, Sundays or Holidays as defined in this item.

(3) **LEGAL HOLIDAYS:**

(A) **U.S. Holidays:**

New Year's Day	Labor Day	Day After Thanksgiving
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day		

(B) **Canadian Holidays:**

New Year's Day	Good Friday
Victoria Day	St. Jean-Baptist (only in the province of Quebec)
Dominion Day	Thanksgiving Day
Labor Day	Christmas Day
Civic Holiday (except the province of Quebec)	Boxing Day

- (4) **DISCOUNT:** Negotiated percentage reduction from Linehaul Charge.
- | | | | |
|---|---|-----------------|-------------------------------|
| Example: 1000 lb. multiplied by rate \$20.00 cwt. | = | \$200.00 | Linehaul Charge |
| Less 50% discount | | <u>\$100.00</u> | Discount |
| | = | \$100.00 | Net Price |
| Plus 15% fuel surcharge | | \$15.00 | Surcharge |
| Plus destination notify charge | | <u>\$29.00</u> | Accessorial |
| | = | <u>\$144.00</u> | Total Price (Freight Charges) |
- (5) **GROSS PRICE:** Rates and charges on the freight bill tabulated by multiplying the negotiated rates times the weight per shipment, excluding any discounts, accessorials or surcharges. Linehaul Charge is equal to the Gross Price.
- (6) **NET PRICE:** This is the Gross Price less any applicable Discount.
- (7) **SHIPMENT:** Except as otherwise provided, a “shipment” is a lot of freight received from one shipper at one location and time, for one consignee at one destination, covered by one bill of lading, whose weight includes all packaging, wrapping and pallets used in the shipment.
- (8) **SINGLE SHIPMENT:** The term “Single Shipment” means only one shipment is tendered from one shipper, at one location and time, for one consignee at one destination, covered by one bill of lading or shipping receipt.
- (9) **SURCHARGES:** Additional fees assessed on a shipment due to costs to the carrier in such areas as fuel and declaration of excess value.
- (10) **TOTAL PRICE:** Sum total of net price, plus accessorials (if any) and surcharges (if any).
- (11) **VEHICLE:** Wherever the term “trailer,” “vehicle,” or “vehicles” is used, such terms will have reference to either a trailer which does not exceed fifty three (53) feet in length, or two (2) trailers, each of which does not exceed 29 feet in length. The term “doubles-trailer” means a trailer not exceeding 29 feet in length.
- (12) **TRUCK UNIT:** The term “truck unit” shall be understood as meaning a truck, truck and trailer combined, a tractor and a semi-trailer, or a tractor and two semi-trailers, each not exceeding 29 feet in length.
- (13) **IMPORT:** Except as otherwise specifically provided, the term “import” or “import traffic” shall be understood as meaning any traffic having a prior movement from a country outside the destination country.
- (14) **EXPORT:** Except as otherwise specifically provided, the term “export” or “export traffic” shall be understood as meaning any traffic having a subsequent movement to a country outside the origin country.
- (15) In the application of this tariff, the terms LTL, AQ and TL shall be defined as follows:
- (a) **LTL** — ‘Less than Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 19,999 pounds or less.
 - (b) **AQ** — ‘Any Quantity’ shall mean all shipments subject to AQ class in the NMFC, weighing or rated as 19,999 pounds or less.
 - (c) **TL** — ‘Truckload’ shall mean all shipments subject to LTL class in the NMFC, weighing or rated as 20,000 pounds or more.
- (16) **MINIMUM CHARGE:** The minimum level for linehaul charges for a shipment, including discount or other price reductions that may otherwise be applicable. The minimum charge level may vary between origin/destination pairs. This charge is not to be interpreted as a single level of charge for shipments of a defined weight between any origin and any destination.
- (17) **ABSOLUTE MINIMUM CHARGE:** The Absolute Minimum Charge, as specifically provided in some tariff items, is not subject to further discount or reduction and is the absolute floor or lowest charge that can be applied.
- (18) **THIRD PARTY:** A person or entity designated as “Bill To” (BT) on the Bill of Lading, but whom is neither the shipper nor the consignee on a Bill of Lading for a shipment.

- (19) **BILL TO:** A person or entity designated as "Bill To" (BT) on the Bill of Lading who is the shipper or the consignee and not a Third Party.

Participants

Item 3

Carriers participating in this tariff are as follows for Con-way Freight, Inc.:

Con-way Freight	CNWY
Con-way Freight - Central	CWCE
Con-way Freight - Southern	CWSE
Con-way Freight - Western	CWWE
Con-way Freight - Canada	CWQC

Priority of Rates and Charges

Item 4

Except as otherwise provided, when the shipper, consignee, or a third party, each has a duly negotiated discount, commodity rate, contract rate, or allowance applicable to its linehaul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority of application shall apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

When a party other than the shipper or consignee on the Bill of Lading is responsible for paying freight charges, such party is known as the "Third-Party" (TP) and the billing procedure is known as "Third-Party Billing" (TPB) subject to the following conditions.

- A. The TP name and address must appear in the body of the Bill of Lading and shipping order at time or original tender.
- B. The TP and the shipper or consignee may not be affiliated.
- C. The TP may not be the majority owner of the shipper or consignee.
- D. The TP may not be the paying agent of the shipper or consignee.

Shipments qualifying for TPB may move either prepaid or collect.

When a party on the bill of lading is affiliated with either the shipper or consignee and is responsible for paying freight charges, such party is a "Bill To" (BT). *Payment terms will be changed from prepaid to collect if the BT and consignee are affiliated, or from collect to prepaid if the BT and shipper are affiliated.*

Priority of rates: The priority of the rates will be as outlined in the following chart with the first rate listed being applied if such a duly negotiated rate program is in place and if not, then the next listed rate program will apply. If no program is in effect, then the default program will apply. PPD is prepaid and COL is collect.

- (1) No invoicing instructions (i.e. Bill To not completed): PPD
 - (a) Use the shipper's outbound PPD program
 - (b) Use consignee's inbound PPD program
 - (c) Use default CNWY 599 rates and charges effective on date of shipment
- (2) No invoicing instructions (i.e. Bill To not completed): COL
 - (a) Use consignee's inbound COL program

- (b) Use the shipper's outbound COL program
- (c) Use default CNWY 599 rates and charges effective on date of shipment
- (3) Invoicing Instructions – Bill To: PPD
 - (a) If Bill To is an address for the shipper:
 - (i) Use the shipper's outbound PPD program
 - (ii) Use the shipper's Bill To program
 - (iii) Use consignee's inbound PPD program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
 - (b) If Bill To is an address for the consignee:
 - (i) Use the consignee's inbound COL program
 - (ii) Use the consignee's Bill To program
 - (iii) Use the shipper's outbound COL program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (4) Invoicing Instructions – Bill To: COL
 - (a) If Bill To is an address for the consignee:
 - (i) Use the consignee's inbound COL program
 - (ii) Use the consignee's Bill To program
 - (iii) Use the shipper's outbound COL program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
 - (b) If Bill To is an address for the shipper:
 - (i) Use the shipper's outbound PPD program
 - (ii) Use shipper's Bill To program
 - (iii) Use consignee's inbound PPD program
 - (iv) Use default CNWY 599 rates and charges effective on date of shipment
- (5) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: PPD
 - (a) Use 3rd party program
 - (b) Use the shipper's outbound PPD program
 - (c) Use consignee's inbound PPD program
 - (d) Use default CNWY 599 rates and charges effective on date of shipment
- (6) Invoicing Instructions – 3rd Party or "Bill To" address other than shipper or consignee: COL
 - (a) Use the 3rd party program
 - (b) Use the consignee's inbound COL program
 - (c) Use the shipper's outbound COL program
 - (d) Use default CNWY 599 rates and charges effective on date of shipment

Where:

- "In care of party" is defined as party authorized by owner to ship/receive goods.
- All shipments will be presumed as PREPAID unless specifically designated as COLLECT on the Bill of Lading.
- If shipment is moving to points outside of the Continental U.S. or Canada, such as Alaska, Hawaii or Puerto Rico, then applicable shipper pricing is applied. If shipper has outbound COL pricing then it will apply under these circumstances.

- For purposes of this rule, the payer of prepaid charges shall be determined at the time shipment is tendered, notwithstanding that a change in payer may be made by entity that states they are the debtor of the freight charges, subject to provisions outlined in Item 205.

Arrival Notice and Undelivered Freight

Item 5

Arrival Notice:

- (1) Actual tender of delivery at consignee's address as shown on the Bill of Lading constitutes the notice of the arrival of a shipment except for shipments consigned to private residences, as defined in Item 224.
- (2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail, email or telefax.
 - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.

Undelivered Freight:

- (1) If a shipment cannot be delivered because of the consignee's refusal or inability to accept it at the time carrier makes an arrival notice, the consignee and shipper will be jointly and severally liable for all storage and special handling charges applied, regardless of whether the bill of lading is Prepaid or Collect.
- (2) Undelivered shipments will be subject to applicable storage or detention charges.

Bill of Lading and Driver Signature

Item 6

The signature of a Con-way Freight Driver/Sales Representative on any Bill of Lading other than a Con-way Freight Bill of Lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document. Unless there is a written agreement, separate from the Bill of Lading, signed by shipper and carrier, then the Con-way Freight Bill of Lading Terms and Conditions will apply.

Bill of Lading - Terms and Conditions

Item 7

Reproduced here are the terms and conditions that appear on the Con-way Freight carrier Bill of Lading. They are shown here for convenience of reference, but are also made applicable to all pricing agreements where this tariff is used as a governing publication.

Notice: Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding \$ _____. Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth released value terms and conditions.

Carrier liability with shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment, and provided further that Carrier's liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$.10) ten cents per pound per individual lost or damaged piece within the shipment. And, provided further that Carrier's liability on household goods and personal effects shall not exceed (\$.10) ten cents per pound per individual lost or damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$ _____, and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$650,000.00 per shipment.

Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00 and provided further that Carrier's liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further that Carrier's liability on household goods and personal effects shall not exceed (\$.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment.

SPECIAL AGREEMENT: Declared Value: CAN \$ _____ per pound. (Declared value may not exceed CAN \$100,000.00 per shipment) Shipper Agrees to Pay Excess Liability Charge: _____ (Shipper's Initials)

Shipper Certification: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Shipment Received: The shipment is received subject to Tariff CNWY-199, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications, the Hazardous Materials Transportation Regulations (Title 49 – CFR, Subtitle B, Chapter 1, Sub Chapter A-C), and the Household Goods Mileage Guide (HHGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. The word Carrier is defined throughout this contract as meaning any person or corporation in possession of the property under this contract. Carrier agrees to carry the property to its destination, if on its route, otherwise to deliver to another Carrier on the route to said destination. In the event no markings are indicated on the Bill of Lading stating that the shipment is to be billed as PPD or COL, all shipments will be billed as PPD. It is mutually agreed as to each Carrier of all or any of said property, over all or any portion of said route to the destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all of this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the backside of this Bill of Lading.

"Terms and Conditions"

- 1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and Con-way Freight's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.

- 2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199 shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.
 - 3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of goods, or any cause beyond Carrier's control.
 - 4) The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in this Bill of Lading shall limit the right of the Carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.
 - 5) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
 - 6) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
 - 7) Carrier shall provide on request of the Shipper, a written or electronic copy of the rate, classification, rules, and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
 - 8) All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 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 1.5 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 1.5 percent per month.
- In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-599 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.
- 9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods.
 - 10) Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.

- 11) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by a proper Carrier within nine (9) months (sixty (60) days for shipment originating in Canada) after the date of delivery of such goods to the consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law, against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof.
- 12) Property not picked-up by the party entitled to receive it, within the free time allowed by Tariff CNWY-199, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage terms and charges as listed in Tariff CNWY-199 Item 231. The owner, Shipper and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.

Instructions on completing the "Bill To" Section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and severally liability for the payment of charges.

National Motor Freight Classification (NMFC)

Item 8

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.

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 ratings 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.

Where descriptive headings or individual listings shown in this Tariff correspond to the descriptive headings or individual listings used in the NMFC, such descriptive headings or individual listings will be understood to include all notes or other qualifying statements which appear in connection with such corresponding headings or listings in the NMFC. Where notes or other qualifying statements in the NMFC refer only to "Classes," such reference will also be taken to refer to "Classes" in this Tariff.

Classification of Mixed Commodities (exception to NMF 100, Item 422)

Item 9

When not specifically classified in the governing classification or specifically described in this Tariff, articles which have been combined or attached to each other, will be charged at the rate provided for the highest rated articles of the combination. On a shipment subject to the volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

Rate Quotes

Item 10

- (1) When carrier has furnished either orally or in writing an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to carrier.
- (2) Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the carrier or the shipper.
- (3) All transportation charges on a shipment will be assessed on the basis of tariff provisions in effect at the time of shipment, as applicable to the weight, commodity or commodities shipped and transportation and related services performed in connection therewith.

Exclusive Use (exception to NMF 100, Item 595)

Item 11

(Subject to Notes 1-3)

SECTION 1—Control of Vehicle or Doubles Trailer

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle or doubles - trailer in which it is to be transported and the carrier has control of the vehicle or doubles trailer with the unrestricted right to:

- (1) Select the vehicle or doubles-trailer for the transportation of a shipment.
- (2) Transfer the shipment to another vehicle or doubles-trailer.
- (3) Load other freight on the same vehicle or doubles-trailer.
- (4) Remove locks or seals applied to the vehicle or doubles-trailer.

SECTION 2—Exclusive Use of Vehicle or Doubles Trailer

When the exclusive use of a vehicle or doubles trailer is provided by the carrier at the request of shipper or consignee, the following provisions will apply:

- (1) Charges will apply to each vehicle or doubles trailer used to transport the shipment.
- (2) The request must be given in writing or placed on the bill of lading and shipping order.
- (3) When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- (4) The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph (5).
- (5) In the event a lock or seal has been removed from a vehicle or doubles trailer, the carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
- (6) The charges for this service will be assessed between the point of origin and point of destination based on Tariff CNWY 599 current at time of shipment rates, and will be for the actual weight of the shipment at the rate applicable, subject to a 30% discount but not less than the minimum charge for each vehicle or doubles trailer used, computed on a weight of:
30,000 pounds at the Class 100 scale 30M rate for a vehicle, or
20,000 pounds at the Class 100 scale 20M rate for a doubles trailer
- (7) Charges are to be paid or guaranteed by the party requesting the services.

- (8) When the request for exclusive use of vehicle or doubles trailer is made by the shipper or consignee after shipment has been received for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in Paragraph (7) between the point of origin and point of destination.

Delayed Delivery – Protective Service

Item 12

The carrier will not be responsible for any damage to shipments containing commodities requiring protection from heat or cold if said damage is the result of a delay in delivery because of the need for a delivery appointment, notification prior to delivery, any other delay in delivery not directly attributable to negligence on the part of the carrier, or if the shipment is refused by the consignee, or if shipper insists on a pickup when carrier has declared an embargo on temperature sensitive commodities.

Currency Exchange and Payment of Charges

Item 13

For purposes of determining the rates of exchange for shipments between the United States and Canada the following will apply:

All rates, charges or other amounts published in this Tariff, are stated in U.S. currency, and all charges are payable in U.S. currency unless prior agreement has been approved by carrier for payment in Canadian dollars. If shipment has origin or destination in Canada, or if applicable the "Bill To" in Canada, then shipment will be invoiced in Canadian dollars.

Canada:

The rate of exchange between the U.S. dollar and the Canadian dollar as quoted each Monday by the U.S. National Bank of Oregon—Foreign Exchange Department, will govern for shipments picked up for the period Monday through Sunday of each day subsequent to and including the effective date of the quote. Should the governing day (Monday) fall on a day where no exchange rate is quoted by the U.S. National Bank of Oregon, the exchange rate for the preceding quoted day will govern.

Minimum Charge—Household Goods and/or Personal Effects

Item 14

The minimum charge for an LTL shipment of household goods or personal effects, other than military personal effects moving on a Government Bill of Lading, as described in NMF 100, Items 100200 and 100262, will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination.

Mixed Shipments (exception to NMF 100, Item 640)

Item 15

The provisions of Sections 1, 2 and 3 in Item 640 of NMF 100 do not apply. The following sections shall apply in place of these sections.

Section 1: Single shipments which consist of articles subject to only one class or commodity rate will be rated as if each article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.

- Section 2: Single shipments which consist of articles subject to two or more different class or commodity rates, when such articles are separately packaged, will be rated at the class or commodity rate applicable to each article as if each article were tendered as a straight shipment weighing the same as the aggregate weights of the mixed shipments. Any deficit weight will be charged for at the lowest rate applicable to any article in the shipment.
- Section 3(a): Except as provided in Sections 3(b) or 3(c), the charge for a package (subject to Note 1), pallet, platform or skid containing or bearing articles subject to different rates, will be at the rate provided for the highest rated article in or on the package, pallet, platform or skid. All the articles need not be specified on the shipping order or Bill of Lading, but only one of the articles subject to the highest rate need be specified. In such instances the following notation must appear on shipping order and Bill of Lading: “and other articles rated the same or lower,” which may be abbreviated to “RS or L.”
- Section 3(b): Subject to Note 2, when more than one package is loaded on and strapped to a pallet, platform or skid, the charge for each package shall be at the rate provided for the highest rated article in that package.
- Section 3(c): Subject to Note 2, when there is tendered any pallet, platform or skid containing or bearing articles (not in individual packages) subject to different rates, the charge for each article will be at the rate provided for that article.
- Note 1: The term “package” has the same meaning as the definition for “in package” set forth in Section 5 of NMF 100, Item 680.
- Note 2: The weight of the pallet, platform or skid will be charged for at the lowest rate applicable to any article on the pallet, platform or skid, and the shipper shall show separately on the bill of lading the weight of the individual packages or articles, and the weight of the pallet, platform or skid.

Pickup and Delivery

Item 16

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 (see Item 225 for Pickup or Delivery Service—Saturdays, Sundays, Holidays or After Business Hours) are subject to the provisions indicated below:

- (1) **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.
- (2) **DELIVERY:** The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of carriers’ vehicle at the delivery site designated by the consignee.
- (3) Where consignee requires the carrier to assemble and drop-deliver consolidated trailer loads for consignee to unload, the carrier will comply. All shipments will be checked and verified by the carrier prior to loading. Each shipment will be manifested on the drop trailer manifest. The trailer will be sealed and tendered to the consignee along with the manifest and the delivery bills. The consignee will sign the manifest and carrier will retain a signed copy of the drop manifest along with the control copies of the delivery receipts. At this time, all shipments shown on manifest will be considered delivered, in the amount as documented by carrier.

Consignee will return delivery receipts and completed manifests to carrier within 48 hours. Where consignee takes exception, and there is a conflict between consignee's and carrier's documentation, consignee must provide conclusive and substantial evidence of carrier negligence. In the absence of such evidence the carrier's documentation will maintain its veracity, and carrier liability will not be established, except as indicated on carrier's documentation.

Loading/Unloading by Carrier

Item 17

- (1) **LOADING BY CARRIER:** Freight tendered for loading shall be so situated by the shipper as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (see Note 1). Loading includes stowing and counting of the freight in or on the carrier's vehicle. (See Item 216 for Inside Delivery).

Carrier will furnish only one employee per vehicle for loading, be it the driver, helper or any other carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Loading).

- (2) **UNLOADING BY CARRIER:** Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note 1). Unloading includes the counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle. (See Item 216 for Inside Delivery).

Carrier will furnish only one employee per vehicle for unloading, be it the driver, helper or any other carrier employee or its designated agent except as provided in Item 214 (Extra Labor—Unloading).

Note 1: Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place its vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable for carrier to place its vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used. When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carrier.

When shipper assigns to two or more carriers designated spaces in shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

Prepayment and Guarantee of Charges

Item 19

(Refer to Item 207 for payment terms)

When instructions are received by a carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the Bill of Lading.

When a collect shipment is consigned to a party at one point or site with instructions to collect freight charges from another party at the same or a different point or site, such shipment will be accepted only when the shipper guarantees the freight charges on the Bill of Lading.

A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so.

- (1) All ocean charges must be prepaid. Ocean charges will not be advanced by carrier.
- (2) All rates and charges on shipments for export to Mexico must be prepaid.
- (3) Freight charges must be prepaid on all shipments consigned to, or in care of, trade shows, traveling shows, and exhibits.
- (4) Subject to Note 1 below, shipments consigned to the U. S. Postmaster at a particular point, or to a carrier for delivery to a U. S. Post Office at a particular point, will be accepted only on the following conditions:
 - (a) All charges on such shipments must be prepaid.
 - (b) The post office stamp on the carrier's freight bill will be accepted in lieu of signature as receipt for the delivery of the shipment.

(c) Packages must carry sufficient postage for movement to destinations.

Note 1: The provisions of this rule will not apply on property shipped by or for the government on government bills of lading, or commercial Bills of Lading endorsed to show that such Bills of Lading are to be exchanged for government bills of lading at destination or that actual transportation costs will ultimately be prepaid by the government.

- (5) Any shipment moving by a carrier, consigned to or through a shippers' association, freight consolidator, freight distributor, or similar firm, will be handled only when fully prepaid to point where delivered by carrier to such association, consolidator, distributor or other firm. Any transportation or other charges incurred or payable beyond said point of delivery will not be collectible by or the responsibility of carrier. Shipments as described above will NOT be accepted when moving Collect on Delivery (COD), or on an Order Bill of Lading.

Released Valuation and Liability on Commodities Subject to Exceptions Ratings

Item 20

Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on the Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199 shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.

Con-way Freight's liability for loss or damage to any article(s) or part(s) thereof for which the charges are determined by class exception ratings or freight of all kinds (FAK) class exceptions is limited to the (1) actual invoice value of the articles(s) lost, damaged or destroyed; (2) limited liability provisions of the Bill of Lading; or, (3) applicable limited liability provisions of the NMFC (note 3); whichever is less, subject to the maximums by exception class as shown below, unless a higher value is declared and additional charges are paid. (See Note 1)

*Class Exception	**Maximum Liability	*Class Exception	**Maximum Liability
50	\$1.00	70	\$6.50
55	\$2.00	77.5	\$8.50
60	\$2.50	85	\$13.00
65	\$4.00	92.5 and 100	\$15.00

*For class exceptions class 110 and greater, the maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment.

**Maximum liability per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment.

Additional Excess Liability Coverage—See Item 7 and Item 227 of this Tariff for applicable rules, rates and charges for this service.

- (1) Shipper must indicate in writing on the Bill of Lading at time of shipment the total dollar amount of excess value coverage requested.

EXAMPLE

Shipper requesting additional excess value coverage
must enter on the Bill of Lading the following wording:
"Excess value coverage requested"

- Or -

“Excess value coverage requested: \$25,000.00”

- (2) Excess value charges must be paid by the party responsible for payment of the freight charges.
- (3) When a number of individual pieces have been unitized, strapped or otherwise fastened together, boxed, packaged or contained on pallets or skids, or have been over packed in an additional complying package, Con-way Freight's liability will be determined by separately multiplying the lowest level of liability for the commodity being shipped times the weight of the total number of individual pieces lost or damaged and not on the basis of the weight of the total number of pieces.

Note 1: Shipper declared values in excess of the maximums provided in this item will be accepted as a request for excess coverage and additional charges applied as indicated above.

Note 2: Excess value coverage shall not exceed full actual value of the article(s) lost or damaged in transit.

Note 3: Commodities subject to class exceptions of freight of all kinds (FAK) and class exceptions for which released ratings are provided in the NMFC, must be released to the lowest value provided for such commodity.

Returned Undelivered Shipments

Item 21

Undelivered shipments that are returned to the shipper at the shipper's request prior to loading and movement to linehaul, will be subject to the following rates and charges:

Returned Undelivered Shipments	Charge
Change in documentation	\$50.00 per shipment, PLUS: Transportation to deliver Returned Shipment to original shipper, using Tariff CNWY 599 rate from original destination Con-way Freight service center to the new place of delivery, including any minimum charge, if applicable.

Foreign Tariffs

Item 22

Base rating tariffs not published by Con-way Freight are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's bill, and the bill indicates origin and/or destination United States ZIP and/or Canadian Postal Codes that are not identified and included within the foreign tariff, then rating of the shipment will be accomplished using the current version of Tariff CNWY 599 (includes standard discounts published as part of CNWY 599).

Overcharge Claims—Filing Procedures

Item 23

- Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
- (1) to allow carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
 - (2) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
 - (a) The rate, classification, or commodity description or weight claimed to have been applicable,
 - (b) Complete tariff authority for the rate, classification, or commodity description claimed,
 - (c) Freight bill payment information,

- (d) Other documents or data which is believed by claimant to substantiate the basis for its claim.
- (3) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.
- (4) A carrier may accept copies instead of the original documents required to be submitted in this item where the carrier is furnished with an agreement entered into by claimant which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.
- (5) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Debtor must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Debtor shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods.

Standard Delivery Service Guarantee

Item 24

Effective October 1, 2003 all eligible shipments tendered to Con-way Freight under the current version of its Tariff CNWY-599 will receive a "no charge" guarantee. There will be no additional fee for this guarantee. The program will cover all points served direct by Con-way Freight in the continental United States and Canada. If delivery is not completed within the published transit time, the debtor will (subject to terms and conditions listed below) receive a zero invoice for all net linehaul charges, including fuel surcharges. All other applicable accessorial charges would still apply.

The program covers all shipments using a pricing program based on the current version of Tariff CNWY-599. No action is needed on the part of Con-way Freight customers to be enrolled in the program. The program will automatically be applied, and is subject to the following conditions:

- The pricing for the shipment must be based on the current version of Tariff CNWY-599 on the date the shipment is tendered to Con-way Freight. All customers using current version of CNWY-599 will be subject to the no-charge guarantee service.
- Delivery Service Guarantee only applies to points that are serviced direct by Con-way Freight within the continental United States and Canada.
- Delivery is achieved when Con-way Freight tenders the entire shipment for delivery within the published standard transit time.
- The shipment must be ready for pickup no later than 5 PM local time on the day of shipment.
- The debtor on the shipment must file for the no-charge offer within 7 calendar days after the scheduled date of delivery, based on the published Con-way Freight transit time on the date of shipment tender. These standard transit times can be viewed on the Con-way Freight web site...www.con-way.com/freight
- Only the debtor (defined as the beneficial owner of the freight) may file. No agent, representative or third party may file on behalf of the debtor. Only the original debtor on the bill of lading is eligible for the service guarantee. Any changes made to the original debtor of the freight bill will render the service guarantee null and void.
- The filing for the money-back guarantee can be made using an easy-to-complete electronic form available on the Con-way Freight web site. The debtor must be a registered web site user to file a claim.
- In the event claim for failure to perform service is denied, any objections or disputes of such denied claim must be filed within 30 calendar days of original scheduled date of delivery of shipment.
- Transit time performance is excused when completion is not possible due to loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Con-way Freight's control.
- Any customer who marks a "G!" or "Guaranteed" on the bill of lading will be charged an extra 20% and the shipment will move under the original "G!" program as outlined in tariff CNWY 199 Item 200.

- The following shipments are excluded from this program:
 - Shipments marked for or that subsequently require delivery using lift gate equipment
 - Shipments requiring temperature control.
 - Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.
- Standard transit times that will be used to measure on-time between United States ZIP and Canadian Postal Codes are published on the Con-way Freight Internet web site...www.con-way.com/freight

Should Con-way Freight not tender or make the shipment available for delivery within the standard transit time, a corrected invoice for the shipment will be issued with ZERO net linehaul charges. Rates for accessorial services will remain valid.

Liability Statement

Item 25

Liability for Shipments Using Spot Quotes: A “Spot Quote” is rate given to shipper outside of the normal tariff rates. Unless otherwise agreed to in writing, Con-way Freight’s liability for all shipments that move under Spot Quote pricing will be limited to \$1.00 (U.S) per pound.

Notice: Unless the Shipper completes the requirements as provided below, Carrier’s liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding \$ _____. Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth released value terms and conditions.

Carrier liability with shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier’s maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment, and provided further that Carrier’s liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$0.10) ten cents per pound per individual lost or damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$ _____, and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$650,000.00 per shipment.

Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initialing where indicated, Carrier’s maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00 and provided further that Carrier’s liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$0.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further that Carrier’s liability on household goods and personal effects shall not exceed (\$0.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment.

Inspection of Freight

Item 26

All shipments handled by Con-way Freight are subject to inspection by Con-way Freight or governmental agencies 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 tendering the shipment to us, shipper, consignee and any interested third party consent to such inspections and agree that Con-way Freight will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Con-way Freight is grossly negligent in performing the inspection.

An inspection that results in a correction to the Bill of Lading including (1) density of the shipment, (2) the actual or released value of items as defined in the NMFC, (3) lineal foot, or (4) classification is subject to an the following:

- In the case where the linehaul portion of the charges increase by \$1 or more, an \$18 correction fee will be assessed plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
- In the case where the linehaul portion of the charges decreases, once the applicable freight reduces by \$18, the \$18 correction fee will be assessed plus all applicable fuel surcharge and accessorial charges will be modified accordingly.

Invoicing Requirements

Item 27

Carrier shall reference its 9-digit shipping number, referred to as a 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. Other identifiers include, but are not exclusive of purchase order numbers, scope of work number, department name or code, plant number or code, shipper account number, consignee account number or any other identifier used for the internal billing requirements of the shipper or consignee.

Section 2

RATES AND CHARGES

(All Rates and Charges in this Section will be assessed against the party requesting the service unless written authorization to the contrary has been received.)

Guaranteed! Service

Item 200

Customer may request **Guaranteed!** service by clearly and legibly marking these words “**Con-way Guaranteed! service**” (the word “Guaranteed” as well as the letter “G” will be accepted) in the body of the Bill of Lading or checking the Guaranteed Box on the Con-way Freight Bill of Lading, and notifying the Con-way Freight Driver/Sales Representative who picks up the shipment. This service provides a guarantee that Con-way Freight will deliver the entire shipment within the “standard” number of days established for Con-way Freight transit time between the origin and destination points listed on the Bill of Lading. The “standard” transit time will be that listed on the Con-way Freight Internet web site on the day the shipment is tendered. A customer may request **Guaranteed!** service on any shipments, regardless of what pricing program or negotiated set of rates that has been established with Con-way Freight. Only points where Con-way Freight provides direct service are included. The five-digit United States ZIP Code or six-character Canadian Postal Code will establish the points of origin and destination. A twenty percent (20%) surcharge charge to net the linehaul charges will be added to the price of the shipment. Should Con-way Freight not tender or make the shipment available for delivery within the standard transit time, an invoice for the shipment will be automatically issued with ZERO net linehaul charges, excluding the elimination of any accessorial rates or charges that may apply. The shipment must be ready for pickup no later than 5 PM local time on the day of shipment.

Con-way Freight shall not be liable for any failure to perform its **Guaranteed!** service or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Con-way Freight's control.

The following **cannot** move via **Guaranteed!** Service:

- 1) Delivery requiring liftgate equipment
- 2) Shipments requiring temperature control
- 3) Shipments marked as Hazardous Materials or that subsequently requires the shipment to be handled as a Hazardous Material as specified by the D.O.T.

Construction and Utility Sites Pickups and Deliveries

Item 201

(Subject to Notes 1, 2 & 3)

Shipments picked up or delivered to construction and utility sites at points within the United States, Canada and Puerto Rico will in addition to all other applicable charges, be subject to a charge of \$93.00 per shipment, or \$5.00 per 100 pounds, whichever produces the greater amount.

Note 1: The term “Construction Site” shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and

delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2: The term "Utility Site" shall be defined as a power generation station, whether nuclear, thermal, hydroelectric or fossil fuel, pumping station, or wind farms located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

Note 3: Pickups and Deliveries to such sites will be granted 30 minutes of free time in which to load or unload shipment. Once free time has expired all applicable charges as stated in Item 201 will apply. Free time is not applicable to wind farm locations.

Government Sites and Mines Pickups and Deliveries

Item 202

(Subject to Notes 1, 2, & 3)

Shipments delivered to or picked up at government sites and mines at points within the United States, Canada and Puerto Rico will, in addition to all other applicable charges, be subject to a charge of \$168.00 per shipment, or \$4.50 per 100 pounds, whichever produces the greater amount.

Note 1: The term "Mine" shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine.

Note 2: The term "Government Site" shall be defined as, but not limited to the examples listed below of government facilities and/or geographic regions managed by the government. These sites may or may not have a United States ZIP or Canadian Postal Code assigned.

- Military locations such as missile sites
- Military and civilian radio, aviation and electronic stations
- Government research stations
- Prisons/Correctional Facilities

Note 3: Pickups and Deliveries to "Government Sites" will be granted 30 minutes of free time in which to load or unload shipment. Once free time has expired all applicable charges as stated in Item 202 will apply.

Advancing Charges (exception to NMF 100, Item 300)

Item 203

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of the shipment (Subject to Note 1). The basis of charges to be advanced, as shown in Note 1, must be stated on bill of lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be billed to the same party paying the linehaul charges.

The charges for advancing charges will be three percent (3%) of the advanced amount, subject to a minimum fee of \$52.00 per bill.

Note 1: The term "Charges Incidental to the Transportation of the Shipment" shall include only the following:

- (1) Charges for packing or crating of the shipment.
- (2) Loading or unloading charges.
- (3) Inbound transportation charges, not a part of the continuous through movement of the shipment.

- (4) Inbound transportation charges when such charges are derived from rates or charges on file with the Federal Maritime Commission.
- (5) Drayage charges (Subject to Note 2).
- (6) Drayage charges (Subject to Note 2) or inbound linehaul transportation charges when payment of such charges are guaranteed in writing by the shipper or his agent.
- (7) In-bond or Custom House charges.
- (8) Wharfage or handling charges on import shipments.
- (9) Warehouse storage or warehouse handling charges.
- (10) Broker's fees on customs or in-bond freight.

Note 2: The term "Drayage" as used in this item shall mean local transportation within the pickup terminal area, from actual origin to the linehaul carrier's dock.

Bills of Lading—Corrections

Item 205

Changes to shipment terms, shipper, consignee, (origins and destinations included) description, NMFC class, pieces and/or weight can be made by the shipper within thirty (30) days after the shipment has been accepted by the carrier. The consignee may request a change in the terms of payment from prepaid to collect. The changes must be in writing in the form of a letter on the shipper's letterhead, or a corrected Bill of Lading both of which require written authorization from the consignee as well. Carrier will assess a charge of \$18.00 each time a correction is made at the request of the shipper and/or consignee. Each request can contain more than one correction by the shipper. This charge will apply in addition to all other rates and charges found in CNWY 199 or other rating or pricing agreement between shipper and carrier. No changes will be accepted that increase carrier's liability regarding loss or damage.

C.O.D. Shipments (including Order Notify)

Item 206

Unless otherwise provided in carriers' tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

- (1) Shipments tendered for COD must be stamped, typed or written with the word "COD" on all such Bills of Lading and shipping orders immediately before name of consignee; OR, "COD" in red letters must be stamped or printed across the face of all Bills of Lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street address of shipper and consignee must be shown on Bill of Lading and shipping order. The following information must be shown on any shipment that is tendered for COD:

Collect on Delivery, \$ _____ and remit to:	
Street _____	
City _____	
State _____	ZIP _____
COD charge to be paid by:	
Shipper _____	Consignee _____

- (2) Carrier will not accept COD shipments with a value of more than \$89,999.99. If shipment is inadvertently accepted for an amount higher than \$89,999.99 it will be returned to shipper. If carrier inadvertently accepts a COD shipment with the amount higher than \$89,999.99, Carrier's liability, if any, will not exceed \$89,999.99.

- (3) Only the following forms of payment will be accepted in payment of COD amounts: (1) bank cashier's check; (2) bank certified check; (3) money order or (4) personal check of the consignee. Failure of the shipper to specify the method of payment would make a bank cashiers check, bank certified check, money order or personal check acceptable. All checks and money orders shall be made payable to the shipper. The carrier will accept checks and money orders only as the agent of the shipper and the carriers' responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper.

Carrier will not be liable for COD amounts not collectible as a result of stop payment, insufficient funds, invalid signature, uncollectible funds, forgery, or any other reason beyond Carriers control, even when Carrier is specified as the Payee on COD check. Carrier will not be liable for accepting a specified form of payment and will not be liable or obligated to take independent steps to verify the instrument.

- (4) The charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be **three percent (3%)** of the COD amount, subject to a minimum COD fee of \$52.00 per COD bill.
- (5) (a) Carrier, will upon written request from the shipper, change the status of a COD shipment (except as prohibited by Sec. 1 above) by increasing, reducing, or canceling the amount of the COD, subject to the following provisions:
- (1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of this shipment.
 - (2) A charge of \$52.00 per shipment will be made for increasing, reducing, canceling or adding the COD amount.
- (b) Carrier will, upon written authorization from shipper, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$52.00 per shipment. If request received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge if any.
- (6) Order Notify Shipments will not be handled. If handled inadvertently, then a shipment moving on Order Notify Bills of Lading will be subject to a charge of **three percent (3%)** of the amount subject to a minimum of \$240.00, to cover the liability for handling of such Bills of Lading. This charge will be in addition to all other applicable charges and will be collected from the party paying the freight charges.

Late Payment Charge

Item 207

All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 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 **1.5 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 **1.5 percent** per month.

In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-599 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.

In Bond Freight—United States

Item 209

- (1) Shipments moving under United States Customs Bond for U. S. Customs Clearance at a point in the United States or delivery by carrier are required to be made under U. S. Customs Supervision. Such shipments will be assessed a charge of \$2.50 per 100 pounds subject to a minimum charge of \$93.00 and a maximum charge of \$233.00 per shipment or per vehicle, if more than one vehicle is required to transport the shipment (Subject to Note 1). Such charges shall be in addition to all other applicable charges.
- (2) Linehaul rates on shipments requiring U. S. Customs Clearance at point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U. S. Customs Clearance, plus the rates and charges applicable from the point of U. S. Customs Clearance to the final destination except no beyond linehaul rates will apply when the final destination is located within the commercial zone of the point of U. S. Customs Clearance and is subject to the same linehaul rate as the point of U. S. Customs Clearance.
- (3) Shipments waiting for U. S. Customs Clearance will be subject to the applicable detention charges in NMF 100, or storage charges in CNWY 199 Item 231. Detention charges, if any, will be assessed against the party responsible for linehaul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
- (4) Each I. T. Permit (Immediate Transportation Permit) issued for movement of an in-bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U. S. Customs Bonded Warehouse.
- (5) Shipments tendered in a vehicle sealed by or at the instructions of the shipper, or as required by competent authority, will be rated as follows:

30,000 pounds at the Class 100 scale 30M rate per 28 foot trailer, Tariff CNWY 599, current version.

On shipments cleared en route by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- (6) Shipments moving from the United States under a TIR Carnet issued by the originating carrier are subject to a charge of \$142.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
- (7) When necessary for carriers to purchase and apply “High Security Red In-Bond Seals” for shipments moving under United States Customs Bond, a charge of \$54.50 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of High Security Red In-Bond Seals.
- (8) When carrier is required to pick up shipping documents or Customs Release Forms for forwarder or broker for validation prior to pickup of a shipment, a charge of \$44.50 per shipment will apply, subject to a maximum charge of \$233.00 when import documents for multiple shipments are picked up on a single day for a single account, for each pickup of such shipping documents or Customs Release Forms.

Note 1: On shipments of alcoholic beverages, the charges in Paragraph 1 will not apply when shipments are consigned to a U. S. Customs Bonded Warehouse and carrier is not requested to clear shipment through U. S. Customs. The following certification must be shown on the bill of lading:

“This is to certify that carrier is not required to clear shipment through U. S. Customs while in his possession.”

(Signature of authorized shipper personnel)

Sufferance Warehouse Charges—Canada

Item 210

This item covers shipments moving from points in the United States into Canada for Canadian Customs Clearance at a point in Canada beyond the border. Shipments to Canada will be assessed a charge payable in US funds based on the following:

Locations	Rate or Charge Per 100 Pounds	Minimum Charge
Eastern Provinces of NB, ON, and QC	\$1.50	\$18.00
Remaining Provinces of AB, BC, MB, NL, NT, NS, NU, PE, SK, and YT	\$1.50	\$36.00

Should Canada Customs require a shipment to be examined a fee of \$79.00 will be applied.

If a shipment is held at a sufferance warehouse it will be subject to a HANDLING FEE of \$2.00 per 100 pounds subject to a minimum charge of \$37.00.

If a shipment is held at a sufferance warehouse it will be subject to a STORAGE FEE of \$2.00 per 100 pounds or \$31.50 per day, whichever produces the higher amount.

Detention—With Power

Item 211

Carrier's linehaul charges for each shipment include a reasonable amount of time to accomplish the pickup and/or delivery of the shipment(s) at the premises of the shipper or consignee during normal business hours. When the time required completing pickup and/or delivery takes longer than the standard free time, extra charges will apply.

SECTION 1—Charges:

- (1) When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$27.50 for LTL shipments subject to a minimum charge of \$33.50.
- (2) The amounts due the carrier under the provisions of this rule shall be assessed against the shipper in the case of loading, and against the consignee in the case of unloading, irrespective of whether line haul charges are prepaid or collect.

SECTION 2—Free Time:

- (1) Free time per vehicle stop shall be as follows:

Actual Weight (in pounds)	Free Time (in minutes)
Less than 1,000	15
1,000 thru 4,999	30
5,000 thru 9,999	40
10,000 or more	60

SECTION 3—General Provisions:

- (1) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, 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 loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.
- (4) When carrier is permitted to work before or after the normal business day, such working time shall also be included.
- (5) When shipper tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time.
- (6) 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.

Detention—Without Power

Item 212

This item applies when carrier's vehicles without power units are delayed or detained on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit. For the purpose of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

SECTION 1—Charges:

- (1) **General detention charges:** After the expiration of free time as provided in this item, charges for detaining a trailer will be assessed as follows:

CHARGE

For each day or fraction thereof following the initial free period \$81.50

- (2) **Delay in trailer pickup charge:** No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of shipper, consignee, or other designated party. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in CNWY 199 Item 211.

SECTION 2—Computation of Free Time:

- (1) A spotted trailer will be allowed one calendar day of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the end of the day when the trailer is placed by Con-way Freight at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the shipper or a party designated by shipper.
- (2) Shipper, consignee, or other designated party shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification.

SECTION 3—General Provisions:

- (1) Subject to the availability of equipment, carrier may spot empty or loaded trailers for loading or unloading on the premises of shipper, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (2) Loading or unloading will be performed by shipper, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show "Shipper Load and Count."

- (3) Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier.
 - (4) Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designated by consignee.
 - (5) The detention charges due the carrier will be assessed against the shipper in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
 - (6) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours.
- The provisions and charges for the detention of vehicles with or without power units will also apply to
- (7) equipment owned by steamship lines, railroads or third party leasing companies.

Diversion to another Carrier

Item 213

When carrier receives instructions to divert a shipment at any point from carrier to another carrier, the following provisions apply:

- (1) The shipment will be charged for on the basis of movement from the origin to the point of transfer.
- (2) A charge of \$46.50 per hour, per person, subject to a minimum charge of \$85.50 will be made for all time required in unloading and reloading the vehicle to accomplish such diversion.
- (3) A charge of \$10.50 per 100 pounds, subject to a minimum charge of \$85.50 will be made for delivery service.

Extra Labor

Item 214

When requested by the shipper or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be as follows:

	Per Person Per Hour or Fraction Thereof	Minimum Charge Per Person
Monday – Friday — During Business Hours	\$46.50	\$141.00
Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.		

Inside Pickup and Delivery

Item 216

When requested by shipper or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in CNWY 199 Item 16 (Pickup or Delivery Service).

Services provided under this item will be assessed a charge of \$6.50 per 100 pounds, subject to a minimum charge of \$39.00.

Consolidations—Distributions

Item 217

On shipments delivered to a carrier's service center (Freight Terminal) by another carrier for purposes of consolidation or distribution, a handling charge of \$2.00 per 100 pounds, subject to a minimum charge of \$28.50 per shipment, will be assessed. Charges named herein must be prepaid.

Liftgate Service

Item 218

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, an additional charge of \$5.00 per 100 pounds, subject to a minimum charge of \$111.00, will be assessed upon the actual weight of the shipment or shipments for which such service is rendered, at one time.

The charges for this service shall be paid by the party for whom the service is performed, or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.

Pier, Wharf, and Container Freight Stations

Item 219

Except as otherwise provided, rates and charges in tariffs governed by this tariff applying to U.S. Ports, on export, import, coastwise or intercoastal traffic do not include loading or unloading of motor carrier's vehicle. Any shipment picked up from or delivered to a location at ports, including container freight stations located within a port region, will be subject to the following rates and charges which include loading or unloading charges for the longshoremen, stevedores or public loaders and shall be in addition to all other charges applicable to the shipment.

Locations	Rate or Charge Per 100 Pounds	Minimum Charge
Piers or Wharfs	\$6.50	\$115.50
Container Freight Stations (CFS)	n/a	\$39.50

Re-Labeling

Item 220

The provisions of NMF 100 Item 580 will apply: however, carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to a charge of \$3.00 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$50.00 per shipment.

Notification Prior to Delivery of Shipments

Item 221

When a Bill of Lading or any shipping order including Government Bills of Lading, is tendered bearing any notation requesting carrier to notify consignee prior to delivery, or in the event the delivery requires special handling instruction, by any means whatsoever, the charge for this service shall be \$29.00. When Notification Prior to Delivery is requested on the original Bill of Lading the charge for notification will be charged to the party responsible for all other charges (shipper if a prepaid shipment and consignee if a collect shipment).

Sorting or Segregating

Item 222

RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight. A charge of \$1.50 per 100 pounds will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics, subject to a minimum charge of \$50.00 per shipment.

Residential Delivery

Item 224

- (1) Before attempting delivery to private residences, the carrier must reach agreement with the consignee or shipper regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished through a notation by the shipper on the Bill of Lading, or by oral or written arrangement between the carrier and the consignee. In any case, some mutually agreed-upon arrangement for delivery must be made before tender of delivery is initially attempted.
- (2) Shipments picked up at or delivered to private residences (see Notes 1 and 2) or camps (other than Military) will be assessed a charge of \$7.00 per 100 pounds, subject to a minimum charge of \$69.50 per shipment and a maximum charge of \$367.50 per shipment or maximum \$367.50 per trailer if more than one trailer is used to transport the shipment.
- (3) The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

Note 1: The term “private residences” also includes apartments, churches, schools (K–12 grade), pre-schools, day cares, camps, farms, public storage facilities and other such locations not generally recognized as commercial locations and shall apply to the entire premises.

Note 2: If more than one shipment is picked up or delivered at one time and place at a private residence or camp (other than military), the minimum and maximum charges published in this item shall apply per pickup rather than per shipment as indicated above.

Saturdays, Sundays, Holidays, or After Business Hours Pickup and Delivery

Item 225

- (1) When shipper or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, or requests carrier to pick up or deliver equipment, either empty or containing freight, on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to a charge of \$70.00 per labor hour or any fraction thereof, minimum charge based upon four hours service. Such charges shall be in addition to all other applicable charges.
- (2) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

Exhibition Sites Pickup and Delivery

Item 226

Shipments originating at or destined to exhibition sites will be subject to an additional charge as indicated below. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item. The charge for this service will be \$7.50 per 100 lbs, subject to a Minimum Charge of \$74.50 per shipment.

Note 1: Does not apply to drop-pickup loaded by shipper or drop-delivery trailers unloaded by consignee.

Excessive Value/Liability Charge

Item 227

Articles of extraordinary value, will be accepted for shipment subject to the conditions stated herein and provided that the shipper requests excess liability coverage on the Bill of Lading as provided in CNWY 199 Item 7 and described below. Shipper declared values in excess of the maximums provided in Item 7 will be accepted as a request for excess coverage and additional charges applied as indicated in Item 7.

Notice: Unless the Shipper completes the requirements as provided below, Carrier’s liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value

of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding \$ _____. Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth released value terms and conditions.

Carrier Liability with Shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment, and provided further that Carrier's liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$0.10) ten cents per pound per individual lost or damaged piece within the shipment For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$ _____, and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$650,000.00 per shipment.

Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00 and provided further that Carrier's liability on articles other than new articles, such as including but not limited to used, remanufactured or refurbished articles, shall not exceed (\$0.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further that Carrier's liability on household goods and personal effects shall not exceed (\$0.10) ten cents (CAN) per pound per individual lost or damaged piece within the shipment.

SPECIAL AGREEMENT: Declared Value: CAN \$ _____ per pound. (Declared value may not exceed CAN \$100,000.00 per shipment) Shipper Agrees to Pay Excess Liability Charge: _____ (Shipper's Initials)

Carrier will assess an additional charge of **3 percent** of the declared value in excess of the initial maximum liability, subject to a minimum excess value coverage charge of \$52.00. Such charge is in addition to the carrier's freight charges. Charges are to be paid by the party responsible for payment.

See CNWY 199 Item 20 for rules and charges governing articles for which the charges are determined by class exception ratings or freight of all kinds (FAK).

Reconsignment or Diversion

Item 228

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:**

For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- (a) A change in the name of the shipper or consignee.
- (b) A change in the place of delivery.
- (c) Relinquishment of shipment at point of origin.
- (d) Instructions received by the originating carrier prior to receipt of shipment.
- (e) Refused shipments being returned to the original shipper.

(2) **CONDITIONS:**

- (a) Requests for reconsignment must be made in writing from the shipper. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, shipping label, shipping order or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.

- (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) Marking or tagging of the shipment to incorporate new address will be performed by carrier, subject to instructions provided by party requesting the changes.
 - (g) Reconsignment will NOT be permitted on "In Bond" shipments.
- (3) **CHARGES:**
Reconsignment as defined in Paragraph (1) will be subject to the following:

Reconsignment	Charge
Change in documentation	\$50.00 Plus: Transportation to deliver to new destination, using Tariff CNWY 599 rates from original destination Con-way Freight Service Center to the new place of delivery, including any minimum charge, if applicable.

Redelivery

Item 229

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 provisions:

If one or more additional tenders, or final delivery of the shipments are made at consignee's place, a charge of \$6.50 per 100 pounds, subject to a minimum charge of \$50.00 and a maximum charge of \$646.00 per shipment or \$646.00 per trailer if more than one trailer is used to transport the shipment will be made for each such tender and for the final delivery.

Single Shipments

Item 230

(exception to NMF 100, Item 595)

As an exception to Item 595 of NMF 100 Series, a single shipment with an actual weight of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of \$24.00 per shipment in addition to all other lawfully applicable charges.

Storage

Item 231

Freight held in carrier's possession by reason of an act or an omission of the shipper, consignee or owner, or for custom clearance or inspection (see Item 211), and through no fault of the carrier, will be considered stored immediately, and will be subject to the following provisions:

- (1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M., the day after freight is received by the carrier.
- (2) Storage charges on undelivered freight will begin at 7:00 A.M. the first business day, and will accrue every day thereafter including Holidays and weekends, after notice of arrival as provided in Item 5 has been given except no charges under this item will be made when actual tender delivery is made within 24 hours after such notice of arrival has been given.
- (3) The daily charge for this service will be \$3.00 per 100 lbs, subject to a Daily Minimum Charge of \$70.00 per shipment.

Hazardous and Radioactive Materials

Item 232

Carrier may accept shipments of hazardous materials or radioactive materials for transportation in accordance with the transportation requirements of the U. S. Department of Transportation and the U. S. Nuclear Regulatory Commission, subject to the following provisions:

- (1) If required by Federal, State or Local regulations, carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipment of hazardous materials, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at the rate of \$4.50 per mile. All mileages shall be computed by use of Household Goods Carrier's Bureau, Agent, Mileage Guide No. 12 (HGB 100 Series).

- (2) When special permits authorizing the transportation of specific shipments of hazardous materials are required by Federal, State or Local regulations, the purchase costs of such permits will be paid by the carrier and collected as follows:

The purchase costs of such permits, plus a service charge of \$31.50 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.

- (3) Any notation on the Bill of Lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require Exclusive Use of Vehicle services in accordance with the provisions of CNWY 199 Item 11 herein.

- (4) Hazardous Material (HM) shipments must be tendered on Con-way Freight's Bill of Lading, "Uniform Straight," "Straight Bill of Lading Short Form" or "Straight" Bill of Lading forms as shown in NMF 100.

Fines and/or penalties which are imposed on the carrier as a result of the Shipper's failure to meet D.O.T. requirements will be charged back to the Shipper who will reimburse carrier for all losses incurred.

- (5) Hazardous Materials and commodities in the categories listed below are embargoed from movement on carrier:

- (a) Class A Explosives (Division 1.1, 1.2, 1.5)
- (b) Class B Explosives (Division 1.3)
- (c) HRCQ Radioactive Materials (Class 7) (Radioactive materials moving in quantities designated as "Highway Route Controlled Quantities" (HRCQ))
- (d) Hazardous waste or material requiring an *EPA Hazardous Waste Manifest*, including any material described as a waste, such as radioactive waste, medical waste, or any other waste.
- (e) Etiologic Agents/Infectious Substances (Division 6.2)
- (f) Material poisonous by inhalation for hazard zone A when offered by more than one liter by package
- (g) Material poisonous by inhalation for hazard zone B when offered in a bulk package greater than 119 gallons
- (h) Carbon black material and its derivatives

- (6) As used herein, Hazardous Materials means articles described in Title 49, CFR. When service is provided by carrier to transport materials defined under Title 49, CFR, an additional charge of \$19.00 will be assessed to each shipment. When a shipment is accorded split delivery or stopping in transit for partial loading or unloading these charges will apply to each stop separately, wherever the service is performed.

Lineal Foot Application

Item 234

When a shipment or combined portions thereof, requires 18 feet or more of loading space, charges shall be computed by applying the Mileage Rates named herein:

Miles	Per Mile Rate (in cents)
1200 or less	10 cents per lineal foot
Over 1200 Miles	7 cents per lineal foot

Example of over 1200 mile → 38 lineal feet * 7 cents = \$2.66/mile (plus LTL fuel surcharge)

Conditions:

- (a) Applies on any single or combination of trailer equipment.
- (b) Mileage will be obtained from HGB 100 series tariff.
- (c) The CNWY 190 LTL Fuel Surcharge applies in addition to the per Mile Rate.
- (d) Lineal feet may be expressed as a percentage of trailer usage.
Example of 80 % of a trailer → $0.80 * 28 = 22.4$ ft, rounded to 22
- (e) Carrier personnel will indicate on the shipping order, bill of lading, delivery receipt, or other shipping document the lineal feet of loading space or percent of trailer the shipment occupies.
- (f) Each shipment rated from this item will be subject to an Absolute Minimum Charge at **\$370** or otherwise applicable pricing provisions, whichever is higher. The Absolute Minimum Charge or rate per mile are not subject to further discount.
- (g) "Lineal Feet" when used herein will mean one foot of space in a trailer from side to side and from roof to floor when no additional increment of any of the articles comprising the entire shipment can be loaded in the trailer.
- (h) The provisions of this item will not apply when a shipment exceeds 15,000 pounds per 28 foot trailer or would exceed 15,000 pounds on a pro-rated basis.
Example of 10,000 pounds shipment occupies 18 feet of loading space →
 $10,000 \text{ lbs} \div 18 \text{ feet} = 555.55 \text{ lbs per foot} * 28 \text{ feet of trailer space} = 15,555 \text{ lbs}$
- (i) This item will apply when, during one calendar day, two or more shipments are received from one shipper, at one origin address, destined to one consignee at the same destination delivery address on multiple bills of lading, when the shipments combined onto one bill of lading, qualify under the provisions of this item.

High Cost Delivery Surcharge

Item 235

Section 1

Shipments delivered to any zip code referenced below will, in addition to all other applicable charges, be assessed a charge of \$14.50 per shipment, or \$3.00 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$61.00.

All of British Columbia - All postal codes beginning with the letter "V"

Chicago Loop Area – The following 5-digit ZIP Codes:

60601-60607, 60610-60611, 60654, 60661, 60664, 60670, 60680, and 60681

Downtown Atlanta – The following 5-digit ZIP Codes:

30303, 30308-30310, 30312-30316, 30318, and 30334

Greater Metro Boston Area – The following 5-digit ZIP Codes:

Allston	Dorchester	Roslindale
02134	02121-02125	02131
Boston	Downtown Boston	Roxbury
02115-02117, 02120	02108-02114	02118-02120
Brighton	East Boston	Somerville
02135	02128	02143-02145
Brookline	Hyde Park	South Boston
02445-02446	02136	02127
Brookline Village	Jamaica Plain	State House Boston
02447	02130	02133
Cambridge	Mattapan	West Roxbury
02138-02142, 02163	02126	02132
Charlestown	Readville	Winthrop
02129	02136-02137	02152

The following 5-digit ZIP Codes are all Colleges, Universities and Hospitals: 02201, 02203-02207, 02210-02212, 02215-02217, and 02222

Maryland Shore - The following 5-digit ZIP Codes:

Betterman	Ewell	Oxford/Trappe Station	Tilghman
21610	21824	21654	21671
Bozman	Chestetown	Rock Hall	Waterview/Nanicoke
21612	21620	21661	21840
Church Creek	Hoopers (Fishing Creek)	Royal Oak	Wingate
21622	21634	21662	21675
Crapo	Madison	Sherwood	Wittman
21626	21648	21665	21676
Cristfield	Marion Station	St. Michaels	Woolford
21817	21838	21663	21677
Deal Island	Neavitt	Taylors Island	Tilghman
21821	21652	21669	21671

New Jersey Shore - The following 5-digit ZIP Codes:

Atlantic City	Lanoka Harbor	Ocean Gate
08401, 08404, 08405	08734	08740
Atlantic Highlands	Lavallette	Point Pleasant Beach
07716	08735	08742
Avalon	Long Beach Island	Sea Bright/Rumsun
08202	08008	07760
Barneгат Light	Longport	Sea Isle City
08006	08403	08243
Brigantine	Manahawkin	Seaside Heights
08203	08050	08751
Cape May	Mantoloking	Stone Harbor
08204	08738	08247
Del Haven	Margate City	Strathmere
08251	08402	08248
Cape May Point	Monmouth Beach	Townsend Inlet
08212	07750	08243
Highlands/Sandy Hook	Normandy Beach	Ventnor
07732	08739	08406
Island Beach (Seaside Park)	North Wildwood	Wildwood/Wildwood Crest
08752	08260	08260
Island Heights	Ocean City	
08732	08226	

Louisiana - All Postal ZIP Codes within the 3-digit prefix of 700 and 701 and the following 5 digit ZIP Codes:

Abita Springs	Galliano	Lacombe	Raceland
70420	70354	70445	70394
Bourg	Gheens	Larose	Saint Benedict
70343	70355	70373	70457
Chauvin	Gibson	Lockport	Schriever
70344	70356	70374	70395
Covington	Golden Meadow	Madisonville	Slidell
70433-70435	70357	70447	70458-70461, 70469
Cut Off	Grand Isle	Mandeville	Theriot
70345	70358	70448, 70470-70471	70397
Donner	Gray	Mathews	Thibodaux
70352	70359	70375	70301-70302, 70310
Dunlac	Houma	Montegut	
70353	70360-70361, 70363-70364	70377	
Folsom	Kraemer	Pearl River	
70437	70371	70452	

Points On The San Francisco Peninsula – All postal codes within the 3-digit prefix of 941 and the following 5 digit ZIP Codes:

Atherton	Daly City	Portola Valley	San Mateo
94027	94014-94015	94028	94401-94404
Belmont	Menlo Park	Redwood City	South San Francisco
94002	94025-94027	94061-94063, 94065	94080
Brisbane	Millbrae	San Bruno	
94005	94030	94066	
Burlingame	Pacifica	San Carlos	
94010	94044	94070	

Greater Downtown Los Angeles and Hollywood, CA, Area - The following 5-digit ZIP Codes:

Bel Air / Bel Air Hills (LA)	Los Feliz / Griffith Park (LA)	Santa Monica
90024, 90077 and 90096	90027	90401-90405
Beverly Hills	Malibu	Topanga
90210-90212	90263 and 90265	90290
Century City	Mar Vista (LA)	Venice
90067	90066	90291-90296
Culver City	Marina Del Rey	Westchester
90230 and 90232	90292	90045
Hollywood	Pacific Palisades	West Los Angeles
90028 and 90068	90272	90025
Los Angeles	Playa Del Rey	West Hollywood
90004, 90005, 90010, 90012-	90293	90038, 90046, 90048, and
90017, 90020, 90026, 90029,	Playa Del Vista	90069
90035, 90036, 90049, 90064	90294	
and 90071		

South Carolina Island Communities - The following 5-digit ZIP Codes:

Bluffton	Hilton Head	Kiawah Island/ Seabrook Island
29909-29910	29925, 29926, 29928, 29938	29455

Upstate New York – All Postal ZIP Codes with the 3-digit prefix of 124 and 127

Washington Island, WI – ZIP Code 54246

Greater Metro Washington, DC

Note: Shipments delivered to any zip code referenced below will, in addition to all other applicable charges, be assessed a charge of \$28.50 per shipment, or \$6.50 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$122.00. This applies only to shipments that are rated on tariffs using rates other than CNWY-599, CWX599, or HVY-599 (or versions derived from these rates) base rates in effect on date of shipment. Otherwise the regular fee applies.

1) **Washington, D.C.** - All Postal ZIP Codes with 3-digit prefix of 200, 202, 203, 204, and 205

2) **Maryland** – the following 5 digit ZIP Codes:

Andrews Air Force Base	Fort Washington	Potomac
20762	20744	20854
Bethesda	Grasonville	Riverdale
20810-20811, 20813, 20814-	21638	20737-20738
20817	Greenbelt	Rockville
Capitol Heights	20770-20771	20847-20855, 20857, 20859
20743	Hyattsville	Silver Spring
Chester	20781-20785	20901-20908, 20910-20916,
21619	Kensington	20918, 20993, 20997
Cheverly	20895	Stevensville
20784-20785	Landover Hills	21666
Chevy Chase	20784	Suitland
20815	Lanham	20746
College Park	20706	Takoma Park
20740, 20742	Oxon Hill	20901, 20912
District Heights	20745	Temple Hills
20747		20748

2) **Virginia** – the following 5 digit ZIP Codes:

Alexandria	Fairfax	McLean
22301-22315, 22320-22321,	20151-20153, 22030-22038	22067, 22101-22103, 22106-
22331-22334, 22336	Fairfax Station	22109
Annandale	22039	Oakton
22003	Falls Church	22124, 22185
Arlington	22040-22047	Reston
22201-22210, 22213-22219	Great Falls	20190-20196
Burke	22066	Sterling
22009, 22015	Herndon	20163-20167
Catharpin	20170-20172	Tysons Corner (Vienna)
20143	Manassas	22180-22182
Centerville	20108-20113	Vienna
20120-20122	Merrifield	22027, 22183-22185
Clifton	22081-22082, 22116, 22118-	
20124	22120	

Section 2

Shipments delivered to any zip code referenced below will, in addition to all other applicable charges, be assessed a charge of \$14.50 per shipment, or \$3.00 per 100 pounds, whichever produces the greater amount, subject to a maximum charge of \$61.00. This applies only to shipments that are rated on tariffs using rates other than CNWY-599, CWX599, or HVY-599 (or versions derived from these rates) base rates in effect on date of shipment.

Downtown Philadelphia – The following 5-digit ZIP Codes: 19101-19107

Greater NYC and adjacent NJ Area – All Postal ZIP Codes with the 3-digit prefix of:
100-108, 110-119, 070-073, and 076

Greater Seattle/Tacoma, WA Area - All Postal ZIP Codes with 3-digit prefix of 980, 981, 983, and 984 and the following 5-digit ZIP Codes including all or a portion of the cities name:

Allyn	Lilliwaup	Skykomish
98524	98555	98288
Baring	Littlerock	Snohomish
98224	98556	98290-98291, 98296
Belfair	McKenna	Startup
98528	98558	98293, 98294
East Olympia	Monroe	Sultan
98540	98272	98294
Everett	Mukilteo	Tahuya
98201, 98203-98208, 98213	98275	98588
Gold Bar	Olympia	Tenino
98251	98507-98509, 98511-98513,	98589
Grapeview	98516, 98599	Tumwater
98546	Rainier	98501, 98511, 98512
Hoodspport	98576	Union
98548	Roy	98592
Index	98580	Yelm
98256	Shelton/Skok/ Skokomish	98597
Lacey	Nation	
98503, 98506, 98509, 98513,	98584	
98516		

Note: Does not apply to shipments that originate from the states of Oregon or Washington.

Homeland Security

Item 236

The Con-way Freight Homeland Security Fee will apply on all shipments moving across the Canada / U.S. border (both northbound and southbound). The fee will be \$11.50 (U.S. Dollars) per shipment.

Island Delivery

Item 237

In addition to all other applicable rates and charges, Con-way Freight will assess a fee of \$87.50 per shipment on all shipments with the following destinations:

Shelter Island, NY 11964	Orcas, WA 98280
Shelter Island Heights, NY, 11965	Shaw Island, WA 98286
Dauphin Island, AL 36528	San Juan Island, WA 98250
Ocracoke, NC 27960	Waldron Island, WA 98297
Isleboro, ME 04848	Stuart Island, WA 98250
Northhaven, ME 04853	Decatur Island, WA 98261
Vinalhaven, ME 04863	Blakely Island and Cypress Island, WA 98222
Boca Grande, FL 33921	Lummi Island, WA 98262
Captiva, FL 33924	Point Roberts, WA 98281
Sanibel, FL 33957	Bainbridge Island, WA 98110
Deer Harbor, WA 98243	Anderson Island, WA 98303
Eastsound, WA 98245	Vashon Island, WA 98070
Lopez Island and Decatur Island, WA 98261	Avalon, CA 90704
Olga, WA 98279	

Excessive Length Shipments

Item 238

Shipments consisting of article(s) 14 feet or greater in length will be subject to a charge of \$27.50 per shipment. This is in addition to all other applicable rates and charges. This item will not apply on shipments subject to Exclusive use, Lineal Foot or Truckload rated shipments.

Weighing of Shipments

Item 239

SECTION 1—Weight not on Bill of Lading

If shipper fails to indicate a weight of their shipment on the original bill of lading, carrier will weigh the shipment and charge a fee of \$18.00 per shipment to perform this service. This fee will also be assessed should shipper or consignee request that carrier weigh or reweigh a shipment for any reason.

SECTION 2—Reweigh of Shipment

- (1) In the event carrier reweighs the shipment and the difference in weight is less than 50 pounds greater than the weight on the bill of lading, no reweigh fee applies and no changes in linehaul charges will occur.
- (2) In the event carrier reweighs the shipment and the difference in weight is an increase of 50 pounds or greater than the weight on the bill of lading and the increase in weight results in increased linehaul charges of \$1 or more, a reweigh fee of \$18.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.
- (3) In the event carrier reweighs the shipment and the difference in weight is a reduction of 50 pounds or more than the weight on the bill of lading and the applicable linehaul charges are reduced by \$18 or more, the \$18 correction fee will be assessed plus all applicable fuel surcharge and accessorial charges will be modified accordingly.

Blind Shipments

Item 241

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

- Two bills of lading are required and both must be Prepaid.
- A charge of \$65 will apply in conjunction with all other applicable charges.
- Section 7 of the Bill of Lading cannot be signed.
- Con-way Freight will not ensure the confidentiality of the transaction.
- The party requesting the service must have established credit.
- The actual shipper name and address consigned to the applicable Con-way Freight service center must be annotated on the original bill of lading.
- The corrected bill of lading will identify Con-way Freight as the shipper with the shipper's state/province and zip/postal code and the actual consignee name and address.
- The corrected bill of lading must reflect a Third Party; which must have an account and established credit with Con-way Freight.
- The invoice is generated from the Corrected bill of lading and Corrected bill of lading charges shall not apply.
- Freight bill will reference corrected bill of lading info and the original bill of lading pro number.

Abbreviations and Reference Marks — Explanations

Item 999

Abbreviations	Explanations
AQ	Any Quantity
Assoc.	Association
BOL	Bill of Lading
CFR	Code of Federal Regulations
COD	Collect on Delivery
COL	Collect freight charges on a shipment
Col.	Column
CNWX	Con-way Freight, Inc.
CWCE	Con-way Freight - Central
CWSE	Con-way Freight - Southern
CWWE	Con-way Freight - Western
CWQE	Con-way Freight - Canada
Cont.	Continued
Corp.	Corporation
Cwt.	100 pounds (hundredweight)
Cy.	County
HGB	Household Goods Carriers Bureau
Inc.	Incorporated
KD	Knocked Down
KDF	Knocked Down Flat
Lbs.	Pounds
LTL	Less than Truckload
M	Thousand Pounds
MC	Minimum Charge
Min.	Minimum
Min. Wt.	Minimum Weight
NMFTA	National Motor Freight Traffic Association, Inc.
NMFC	National Motor Freight Classification
(nc)	An identical commodity description does not appear in NMFC 100
No.	Number
NOI	Not otherwise more specifically described in NMFC
NOS	Not otherwise specified herein
PPD	Prepaid freight charges on a shipment
SU	Set-up
TL	Truckload
U.S.D.O.T.	United States Department of Transportation
USPS	United States Postal Service
Viz. or Colon (:)	As follows (Namely)
Vol.	Volume
Wt.	Weight

Reference Mark	Explanation
%	Per Cent
c/o	Care Of
*	Reference Footnote