

REVISED:

May 7, 2019 P. O. Box 113
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Accessorial Charges Rules Tariff

This Accessorial Charges Rules Tariff (hereinafter referred to as Tariff), containing rules, regulations, and certain accessorial rates and charges, and apply to all transportation services provided by DLR LOGISTICS GROUP, LLC (MC-1033718), www.dlrlogisticsgroup.com except as otherwise provided in separate written agreement between DLR LOGISTICS GROUP, LLC (referred to herein as a "Broker") and Shipper or third party (referred to herein as a "Customer"). This Tariff is intended to supplement the Terms and Conditions contained on DLR LOGISTICS GROUP, LLC Bill of Lading. Accessorial charges are the fees for performing services beyond normal pick up, transport and delivery. Accessorial charges are due and payable as invoiced.

The Rules Tariffs, set forth by the carriers, will in every instance take precedence in all legal proceedings and when applicable, will take precedence over the Tariff stated herein. If not in conflict with the carrier's Rules Tariff, the Tariff as stated herein shall control. In the event of a conflict between the terms of any Bill of Lading or other shipping document upon which a shipment is tendered to DLR LOGISTICS GROUP, LLC this Tariff will control. Except to the extent of any written agreement between DLR LOGISTICS GROUP, LLC and a Customer, this Tariff supersedes and negates any claimed, alleged or asserted oral contract, promise, representation or understanding. In tendering freight to DLR LOGISTICS GROUP, LLC for transportation, the party tendering the freight agrees to the terms and conditions contained herein, which no agent or employee of the parties may alter, unless by written agreement.

DLR LOGISTICS GROUP, LLC reserves the right to change or adjust any accessorial charge without notice.

DLR LOGISTICS GROUP, LLC is **NOT** a FREIGHT CARRIER or an agent for a freight carrier.

1. Payment Terms

A. For, and in consideration of, the transportation services to be provided, all accessorial charges are payable on pre-paid terms, which means that Consignor or shipper (Customer) is primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the Consignee is secondarily liable. These charges are due to **15 days** unless otherwise specified in the credit terms. All invoices not paid within the payment terms are subject to interest at the rate of **1.5% per month (18% per annum)**.

B. Checks received in payment of freight charges that are returned because of insufficient funds or otherwise dishonored will be assessed a fee of **\$35.00 U.S.** and placed for collection.

2. Additional Accessorial Fees

If Customer requests Accessorial Services that are not included in DLR LOGISTICS GROUP, LLC Tariff or specifically waived in said Tariff, Customer agrees to pay charges as provided in the motor carrier's applicable Rules Tariff or as agreed to, in writing, by both parties.

3. Detention

A. Waiting and loading time is measured from time of arrival at the address specified for pickup or delivery. Chargeable waiting and loading time is measured. When multiple shipments are received from a Shipper or



delivered to one Consignee at one time in one vehicle, free time shall be computed on the aggregate weight received or delivered. If loading or unloading of a vehicle cannot be completed at the end of a normal business day, Shipper or Consignee may request that the vehicle return the next day. In that event a minimum charge of **\$600** shall apply.

B. The first two **(2)** hours is deemed to be free for loading or unloading per stop. Free time shall begin when the driver notifies a representative of the Shipper or Consignee of the arrival of the trailer for loading or unloading. Time shall end on the completion of loading or unloading and the driver receives a signed delivery receipt. If loading or unloading takes place at more than one location at the same facility, a total of three **(3)** hours free time is allowed. Loading or unloading at separate facilities in the same municipality is considered separate stops.

C. When carrier is detained at a stop longer than the free-time allowance, the following detention charges will be assessed in addition to all other applicable charges:

- **One (1) hour or less \$75**
- **Each additional thirty (30) minutes or fraction thereof \$37.50**
- **Maximum Charge per 24 hours is \$750**

D. The charges provided for in this Item will be assessed in addition to all other applicable charges and will be the responsibility of the party paying the freight charges.

4. Truck (Equipment) Ordered Not Used (TONU):

A. In the event pickup is requested then canceled **within 24 hours or less** of the specified pickup time the party requesting pickup shall be charged of **\$175** for requested pickup.

B. When DLR LOGISTICS GROUP, LLC, upon receipt of a request to pick-up a Truckload Shipment or to furnish equipment for the exclusive use of a Consignor, has dispatched a vehicle for such purposes and, due to no fault of DLR LOGISTICS GROUP, LLC, the equipment is not used or if, after arrival at place of loading designated by the shipper, shipper fails to tender a shipment for transportation, or informs the carrier that shipment will not be tendered, an additional charge of **\$1.50 per mile** will be made for each unit of equipment ordered. Distance will be computed from point of dispatch to point designated by shipper at the place of loading and return to carrier's nearest terminal.

C. Charges for delayed or waiting time of carrier's equipment shall be applicable in connection with equipment ordered but not used as contemplated in this item.

D. If, after expiration of **ten (10) hours** from the time of arrival of carrier's equipment, shipper has not tendered a shipment for transportation or furnished carrier with specific information respecting the tender of shipment, carrier's equipment shall be considered released by shipper and shall be returned to carrier's nearest terminal.

5. Weight/size adjustments

A. The maximum allowable weight per shipment shall be **45,000 pounds**, gross weight including necessary packing and shipping equipment. It is customer's responsibility to provide the correct load weight. If the weight is over limit the customer should notify in advance to include the services necessary at time of order. Otherwise, Services will be billed as rendered and approved at time of delivery. These fees are due and payable as invoiced.

B. Carrier may reweigh and/or inspect shipment to validated product description. If shipper fails to indicate a weight of the LTL shipment on the original bill of lading, carrier will weigh the shipment and charge a fee of **\$17.50** 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.

C. In the event carrier weighs a shipment and the variance in the original weight stated on the Bill of Lading is greater than **200 pounds or greater than 50 pounds and greater than 10 percent** of the original stated weight on the Bill of Lading a weigh fee of **\$17.50** will apply. Additionally, all applicable freight charges, fuel surcharge, and accessorial charges and any other applicable changes will be modified in accordance with the new weight.



D. In the event the carrier applies a reweigh correction pursuant to this section, paragraph (C) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment.

E. The **\$17.50** correction fee will be assessed plus all applicable fuel surcharge and accessorial charges will be modified accordingly.

6. Tarping of Shipments

A. Packaging or protection of the commodities from the elements of the weather, dirt, road grime or mud shall be provided for by the shipper.

B. At the request of the shipper, tarping of loads will be accomplished by carrier when shipper places a notation on bill of lading to the effect that tarping is requested. Customer agrees to pay a charge as invoiced by motor carrier for such service for each vehicle so tarped.

C. In instances where a load requiring tarping involves a stop off to complete loading and/or partially unload, an additional charge of **\$100.00** will be assessed for each time the load is required to be untarped and/or retarped.

7. Loading or/and Unloading

A. Except as otherwise provided, loading of freight on the vehicle shall be performed by the shipper, and unloading of the freight shall be performed by the consignee.

B. When special equipment that is not a part of the equipment used in transporting the shipment, such as cranes, hoists, winches or any other equipment necessary to perform the loading or unloading services, they shall be supplied by the consignor or consignee together with men for operation thereof.

C. If the driver is requested to load or unload by the shipper, the consignor or consignee, it must be so noted on the bill of lading or delivery receipt by the shipper, consignor or consignee and signed. A charge of **\$75.00 per hour or fraction thereof** will be assessed, subject to minimum charge of **\$150.00**.

D. If DLR LOGISTICS GROUP, LLC is requested by the Shipper, Consignor or Consignee to utilize the services of a lumper, and lumper services are provided, the Customer agrees to pay the lumper charges when presented with a valid receipt.

8. Packaging

A. Shipments must be in barrels, baskets, boxes, cartons, crates, hampers or kegs, pallets, sacked or wrapped, under the specifications and standards set forth in the National Motor Freight Classification.

B. Any shipment or part thereof deemed by DLR LOGISTICS GROUP, LLC or the Carrier not to be in proper condition for safe transportation will be refused. However, failure of DLR LOGISTICS GROUP, LLC or the Carrier(s) to reject a shipment that does not comply will not make DLR LOGISTICS GROUP, LLC or such carrier(s) responsible for loss, damage, or injury resulting from improper loading, packing or securing. Where DLR LOGISTICS GROUP, LLC or the Carrier undertakes to re-package, re-wrap, re-load, re-block or re-brace or otherwise re-furbish a shipment, Customer will be responsible for all charges provided for such services, plus a **twenty percent (20%)** administrative fee.

9. Reconsignment

A. Truckload shipments may be reconsigned or diverted at the Point of original destination, subject to the following:

- The charge shall be **\$100**, which shall be an addition to all other applicable charges.
- The original Bill of Lading, properly endorsed by the party to whose order the shipment is consigned, must be surrendered for cancellation or for endorsement of diversion or reconsignment.



- B.** The rate to apply on a diverted or reconsigned shipment shall be the rate named to apply on the shipment from Point of Origin to Point of ultimate destination via Point of diversion or reconsignment.
- C.** When a vehicle arrives at the original billed destination and is required to be held awaiting diversion or reconsignment instructions for the shipment, **one hour free time** will be allowed. If truck is delayed beyond the free time period, a demurrage charge of **\$50.00 per hour, or fraction thereof**, will be assessed, but not to exceed **\$500.00 for each 24 hour period**.
- D.** DLR LOGISTICS GROUP, LLC is not obliged to divert or reconsign shipments at Points short of original destination, but upon request shall make a reasonable effort to do so.

10. Stops in Transit

- A.** Shipments may be stopped in transit to any Point or Place for the purpose of partial loading, unloading, and/or split pick-up and final delivery, subject to the following provisions:
- B.** These charges shall be in addition to all other applicable charges and must be paid by Customer. DLR LOGISTICS GROUP, LLC will not divide its charges among shipper, consignee or other party.
- C.** The bill of lading must show the Point or Points at which the shipment is to be stopped for partial loading, unloading, split pick-up or split delivery together with a complete description of the kind and quantity of freight to be loaded or unloaded at each Point and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered. If a shipment is stopped in transit at more than one facility in the same municipality, each facility will be considered a separate stop for purposes of this Item.
- D.** Shipments stopped in transit to partially load and/or unload will be assessed the following charges per stop, exclusive of the initial stop to load and the final stop to unload, in addition to all other applicable charges:

- First stop **\$75.00**
- Second stop **\$100.00**
- Third and each additional stop **\$150.00 per stop**

- E.** Stops in transit to partially unload will be permitted only at points beyond the point at which loading is completed. A stop in transit for partial loading will not be permitted after a shipment has been stopped in transit for partial unloading.
- F.** The substitution of other property for that which was originally loaded or in exchange of contents at a Point or Place of stop-off is **prohibited**.

11. Refused or Undelivered Shipments

- A.** Shipments which have been refused, or which for any reason DLR LOGISTICS GROUP, LLC or the underlying carrier is unable to deliver, will be placed in storage, at DLR LOGISTICS GROUP, LLC's discretion.
- B.** DLR LOGISTICS GROUP, LLC will attempt to contact the Customer or Consignor for alternative instructions at the time delivery is attempted, however DLR LOGISTICS GROUP, LLC will notify Customer or Consignor within **24 hours**. Unclaimed product will be considered as refused after **3 days** from such notification. Such shipments shall be subject to an additional fee of **\$50.00** plus a stop charge of **\$75** to place product on hold within the original destination commercial zone, plus all applicable detention and storage charges. If the product is placed in a location other than the commercial zone of the original shipment destination charges will apply as provided herein to reship product to the nearest practical location en route.

12. Fuel Surcharge

When the Department of Transportation national average self serve fuel price index rises above **\$1.00 per gallon** a fuel surcharge may be applied by the carrier. DLR LOGISTICS GROUP, LLC shall be entitled to pass along the carrier's fuel surcharge on a cost plus basis.



13. Change in Bill of Lading

- A.** Corrections to bills of lading or other written instructions requiring a change in the original bill of lading, a charge of **\$35 per change** will be added to the invoice for each change in the bill of lading.
- B.** DLR LOGISTICS GROUP, LLC must receive written request for change in the collection status or paying party within a period of **15 days** from date of the initial bill of lading.

14. Claims and Limitations of Liability

- A.** DLR LOGISTICS GROUP, LLC is not liable for any loss, damage, mis-delivery or non-delivery. Customer specifically acknowledges that DLR LOGISTICS GROUP, LLC shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constitute gross negligence. The Broker's liability therefore shall be limited to the fees that the Broker has earned with respect to the subject shipment. Carrier's liability and claims process for any cargo damage, loss, or theft from any cause shall be determined by the Carmack Amendment, 49 U.S.C. 14706 and 49 CFR. 370.1.
- B.** DLR LOGISTICS GROUP, LLC may assist Customer in the claim filling process and use commercially reasonable efforts to assist Customer in investigation process. DLR LOGISTICS GROUP, LLC will not be responsible in any ways for claims arising out of Customer's, Carrier's or Third Party negligence. All freight cargo claims must be submitted within **30 days** after delivery to the Broker to help ensure timely resolution. Claims for damages that are not readily apparent ("concealed damage") must be submitted within **3 days after delivery**.
- C.** The Broker will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. No claim will be reviewed until all shipping and related charges have been paid to Broker. Where Broker files damage claim with carrier on behalf of Customer and receives recovery funds, The Broker has a lien on such recovery amounts and reserves the right to apply recovery amounts to open past due invoices on account. This includes recovery amounts received from carrier for freight charges and/or product damage claim amounts. The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Terms & Conditions.

15. Optional Cargo Insurance

DLR LOGISTICS GROUP, LLC, according to FMCSA rules and regulation has the right to acquire or forego additional insurance, such as CCI (Contingent Cargo Insurance). See DLR LOGISTICS GROUP, LLC's Terms and Conditions at www.dlrlogisticsgroup.com for more information.

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