

Cal - Cleve, Limited d/b/a
DOT - LINE TRANSPORTATION
MC-151374

GOVERNING RULES DOLR 100 TARIFF

NAMING

RULES AND REGULATIONS GOVERNING

THE TRANSPORTATION

OF

GENERAL COMMODITIES

(Except Classes A and B Explosives, Household Goods and Commodities in Bulk)

BETWEEN

POINTS IN THE UNITED STATES

(Except Alaska and Hawaii)

(Also applicable to California intrastate transportation)

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
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For explanation of abbreviations, references and symbols used but not explained hereon, see Last Page.

DOT-LINE TRANSPORTATION

Governing Rules DOLR 100 Tariff

TABLE OF CONTENTS

GENERAL APPLICATION	<u>Item No.</u>	<u>Page No.</u>
Governing Tariffs	100	2
Explanation of Abbreviations, Reference Marks and Symbols	2000	25
SECTION 1 - RULES AND REGULATIONS		
Advancing Charges.....	300	3
Arrival Notice and Undelivered Freight	345	3
Benefit of Insurance	375	3
Bills of Lading – Order Notify.....	360	14
Carrier Liability(Impracticable Operations)	570	14
Carrier’s Right to Sell Unclaimed Property	845	21-A
Carrier’s Limitation of Liability	576	15
Claims - Loss and Damage	407	4
Claims-Overcharge, Duplicate Payment or Overcollection	410	10
Collection of Charges	435	11
Collect On Delivery (COD) Shipments	430	10*
Customs or In Bond Freight	480	12
Dangerous Goods	490	12
Definitions	110	2*
Detention - Vehicles with Power Units	500	13*
Detention - Vehicles without Power Units	501	13*
Discounts, Non Application	648	16*
Extra Labor	560	13-A*
Fractions	565	14
Handling Freight Not Adjacent to Vehicle - Inside Pickups and Deliveries	566	14*
Hazardous Materials, Transportation of	973	24
Liability for Consequential or Special Damages	450	12
Liability for Payment of Freight Charges	715	17
Liability for Valuables	930	24
Light or Bulky Freight	575	15*
Maximum Charge	595	16
Notification Prior To Delivery.....	647	16
Over Dimension Freight Charges.....	670	16*
Pallets, Platforms or Skids	710	16
Payment of Charges	720	18*
Personal Effects.....	745	18
Pickup or Delivery - Convention Center Delivery	751	19
Pickup or Delivery - Lift Gate Service	752	19*
Pickup or Delivery – Construction Site	749	18*
Pickup or Delivery Service.....	750	18
Pickup or Delivery Service – Non-business Hours.....	754	19*
Proof of Delivery.....	784	19

(Continued on Page 1-A)

***ISSUED:** January 19, 2004

*** EFFECTIVE:** January 19, 2004

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DOT-LINE TRANSPORTATION

Governing Rules DOLR 100 Tariff

TABLE OF CONTENTS (Continued from Page 1)

GENERAL APPLICATION	<u>Item No.</u>	.....	<u>Page No.</u>
Quarantine	785	.....	20
Reconsignment/Diversion or Redelivery.....	840	.....	21*
Residential Pickup or Delivery	753	.....	19*
Returned, Undelivered Shipments	860	.....	22
Routing	850	.....	22*
Sorting/Segregating/Marking/Tagging Service	580	.....	16*
Special Services - Exclusive Use of Equipment	891	.....	22
Special Services - Extra or Second Driver	892	.....	22
Stop-offs to Partially Load or Unload	900	.....	23*
Storage	910	.....	24*
Vehicle Furnished but Not Used	985	24-A

ISSUED: January 19, 2004

EFFECTIVE: January 19, 2004

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SECTION 1 RULES AND REGULATIONS	ITEM NO.
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<p style="text-align: center;">GOVERNING PUBLICATIONS</p> <p>Except as otherwise provided herein, this tariff is governed by the following described publications, supplements thereto and reissues thereof:</p> <p>(A) CLASSIFICATION National Motor Freight Traffic Association, Inc., ICC NMF 100 Series.</p> <p>(B) HAZARDOUS MATERIALS TARIFF American Trucking Associations, Inc. Agent, ICC ATA 100 series.</p> <p>(C) ZIP CODES AND ZIP CODE AREA U.S. Postal Service National Five Digit Zip Code and Post Office Directory.</p> <p>(D) PC Miler Software program to determine mileages between Zip Codes described above.</p>	100
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<p style="text-align: center;">DEFINITIONS</p> <p>BUSINESS DAY – Monday through Friday, excluding Saturdays, Sundays and holidays.</p> <p>BUSINESS HOURS (8 A.M. to 5 P.M.) – Time during which operations are generally conducted by carrier at the point where the service is performed.</p> <p>CARRIER, CONSIGNOR OR CONSIGNEE – Includes the authorized representatives or agents of such carrier, consignor or consignee.</p> <p>CARRIER - as used in this Governing Rules Tariff, shall Dot-Line, its subsidiaries, principals, related entities, subcontractors, or any other transportation company in possession of the property at the request or authorization of Dot-Line.</p> <p>DOUBLES TRAILER (PUP) – One (1) trailer not exceeding 29 feet in length.</p> <p>DOUBLES TRAILERS (SET) - A combination of trailers (with a single power unit) of not less than 35 feet in length.</p> <p>HOLIDAY – New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. When holiday falls on a Sunday, the following Monday will be considered as a holiday.</p> <p>JOINT LINE – Transportation of a shipment via two (2) or more motor carriers.</p> <p>LTL (Less than Truckload) – Except as otherwise provided, all shipments in the NMFC subject to LTL classes, and a minimum weight of 10,000 or less. *</p> <p>PUP – One trailer not exceeding 29 feet in length.</p> <p>SET – A combination of trailers (with a single power unit) of not less than 35 feet in length.</p> <p>SHIPMENT – Freight moving on a single bill of lading.</p> <p>SINGLE LINE – The transportation of a shipment via one carrier or via two or more motor carriers specifically designated in tariff or in a contract as being considered as one carrier.</p> <p>TL (Truckload) – Except as otherwise provided, all shipments subject to LTL classes in the NMFC, which are subject to rates with specified minimum weights of 20,000 pound or greater. Shipments involving “Capacity Load, Exclusive Use or other special TL services will be considered a Truckload.</p> <p>ZIP CODE AREA - the assigned U.S. Postal Service area as prefixed by the First Three Zip Code Digits in the current United States Postal</p>	* 110
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*ISSUED: January 19, 2004	*EFFECTIVE: January 19, 2004
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For explanation of abbreviations, references and symbols used but not explained hereon, see Last Page.

Governing Rules DOLR 100 Tariff

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

APPLICATION OF GOVERNING RULES

All property described herein is received and accepted for carriage or other transportation services by Dot-Line, its subsidiaries, principals, related entities, subcontractors and/or any other carrier in possession of the property subject to all the terms and conditions contained in this Dot-Line Transportation Governing Rules DOLR 100 Tariff ("Governing Rules Tariff"), including all limitations of liability and claim filing requirements. Any shipper, consignee or third party who may have claim or title to any property received and accepted for carriage or other transportation services by Dot-Line, its subsidiaries, principals, related entities, subcontractors and/or any other carrier in possession of the property is bound by all the terms and conditions in the Governing Rules Tariff, regardless of whether or not the property is shipped under a Dot-Line bill of lading or any other bill of lading or shipping document. Copies of the Governing Rules Tariff are available free of charge from Dot-Line.

The term "carrier" as used in this Governing Rules Tariff shall mean Dot-Line, its subsidiaries, principals, related entities, subcontractors, or any other transportation company in possession of the property at the request or authorization of Dot-Line.

150

ADVANCING CHARGES

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 shipment (see Note 1 below).

The charges for collecting and remitting the amount of the advanced charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to the effect is made by the shipper on the bill of lading and shipping order at time of shipment.

The charges of the carrier for advancing moneys, as described above, will be 6% of the amount to be advanced, subject to a minimum charge of \$37.50.

Note 1 – The phrase "charges incidental to the transportation of the shipment" shall include the following:

- (1) Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced);
- (2) Loading and unloading charges;
- (3) Pick-up and delivery charges;
- (4) Charges for packing and crating the shipment;
- (5) Drayage charges (subject to Note 2);
- (6) "In bond" or custom house charges;
- (7) Wharfage or handling charges on import shipments;
- (8) Warehouse storage or warehouse handling charges;
- (9) Broker's fees on customs or "In Bond" shipments (see Notes 3 and 4);
- (10) Demurrage;
- (11) Carrier's storage; and
- (12) Immediate transportation entry (IT) paper.

Note 2 - The term "drayage," as used in this item, shall mean local transportation within the pickup terminal area from actual origin to the line-haul carriers dock.

Note 3 -When reference is made hereto, the nature of the charges to be advanced need not be stated on the bill of lading at time of shipment if they accrue at a point other than origin.

Note 4 - Provisions of this item do not include the advancing of broker's fees on "In bond" shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

300 *

BILLS OF LADING – ORDER NOTIFY

Except as otherwise provided, shipments under Order Notify bills of lading will not be accepted by carrier. If inadvertently accepted, the charge will be 5% of the value of shipment, subject to a minimum charge of \$2000.00.

360

* **ISSUED:** May 6, 2008

* **EFFECTIVE:** May 6, 2008

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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

CLAIMS - LOSS AND DAMAGE

Section 1005.1 - APPLICATION

The rules and regulations named in this item govern the processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation, in interstate, foreign or California intrastate commerce.

Section 1005.2 - FILING OF CLAIMS

- 407
- *(A) **FREIGHT BILLS:** A claim for loss, damage, injury or delay to cargo will not be paid by carrier until all freight bills and / or balances due have been paid in full by claimant.
- (B) **CLAIMS IN WRITING REQUIRED:** A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in Paragraph (B) below, with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto, and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.
- (C) **MINIMUM CLAIM FILING REQUIREMENTS:** Claim for loss, damage, injury or delay to cargo must be filed with carrier described in paragraph (A) above in writing, and must contain sufficient facts to identify the shipment - the date of shipment, the shipper and consignee, the type and quantity of property shipped and the pick-up and delivery points. The claim must also specifically state the amount of the claim, and must assert liability for the alleged loss, damage, injury or delay by carrier.
- (D) All claims must be filed with the carrier described in paragraph (A) above within nine (9) months after the delivery of the property, or in the case of export traffic, within nine (9) months after delivery at the port of export. Claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. In no event shall this time period exceed two weeks (14 days).
- (E) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two (2) years and one (1) day from the day when written notice is given by the carrier to the claimant that the claim, or any part or parts of the claim has been disallowed. When claims are not filed or suits not instituted in accordance with the foregoing provisions above, no carrier shall be liable and such claims will not be paid.
- (F) **OTHER CLAIMS:** If investigation of a claim develops that one of more other carrier has been presented with a similar claim on the same shipment, the carrier investigating such claim shall communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claims, shall notify all claimants that the receipt of conflicting or overlapping claims shall require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.
- (G) **MINIMUM CLAIM PROCESSING AMOUNT:** Carrier will process, investigate, settle or deny only those claims presented by a claimant for a dollar amount to be no less than fifty dollars.

(Continued on Page 5)

ISSUED: July 1, 1997

EFFECTIVE: April 13, 1997

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Governing Rules DOLR 100 Tariff

**SECTION 1
RULES AND REGULATION**

**ITEM
NO.**

CLAIMS - LOSS AND DAMAGE

Section 1005.3 - ACKNOWLEDGEMENT OF CLAIMS

407

- (A) Each carrier shall, upon receipt in writing of a proper claim in the manner and form described in these rules and regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence, with respect to the claim, including the written acknowledgment of receipt. At the time such claim is received the carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgment of receipt to the claimant. The carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless the carrier has established an orderly and consistent internal procedure for assuring:
- (1) That all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim;
 - (2) That all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
 - (3) That such procedures prevent the duplicate payment of claims.

Section 1005.4 - INVESTIGATION OF CLAIMS

- (A) **PROMPT INVESTIGATION REQUIRED:** Each claim filed against a carrier in the manner prescribed in this section shall be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.
- (B) **SUPPORTING DOCUMENTS:** When a necessary part of an investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowances, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved, and to certify the correctness thereof in writing.

(Continued on Page 6)

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

CLAIMS - LOSS AND DAMAGE (Concluded)

Section 1005.4 - INVESTIGATION OF CLAIMS

- (C) **VERIFICATION OF LOSS:** When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier shall obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

407

Section 1005.5 - DISPOSITION OF CLAIMS

Each carrier which receives a written claim for loss, damage, injury or delay to property transported shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier shall at that time, and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant, in writing, of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon.

Section 1005.6 - PROCESSING OF SALVAGE

- (A) Whenever property transported by a carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier shall only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The carrier shall make an itemized record sufficient to identify the property involved to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.
- (B) Whenever disposition of salvage property is made directly to an agent or employee of a carrier or through a salvage agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers or managers has any interests, financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- (C) Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier shall record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person, or persons, lawfully entitled to receive the same.

Section 1005.7 - PAYMENT OF CLAIMS and MIS-DESCRIPTION OF GOODS

If, after investigation of a claim in the manner described above, carrier determines that the claim shall be paid, payment of the claim shall be made based on the wholesale or manufacturer's value, whichever is less, of the goods at the time and place of intended destination for the goods, as well as the applicable pro-rated freight charges. In no event shall carrier be liable for any amount exceeding the above, including, but not limited to, all damages set forth in Item 450.

Any erroneous and/or mis-described or mis-represented description of goods on the bill of lading by the shipper and/or consignee will negate any claim for loss, damage, delay or mis-delivery of said goods filed against carrier, and shall relieve carrier of all obligations set forth in Item 407 above. If carrier determines, in its discretion, that such a claim shall be paid, payment of the claim will be based only on the value of the goods as actually determined by carrier, not as described on the bill of lading, in accordance with the provisions of Item 430 (E).

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

**CLAIMS -
OVERCHARGE, DUPLICATE PAYMENT OR OVERCOLLECTION**

Section 1008.1 - APPLICATION

The rules and regulations named in this item govern the processing of claims for overcharge, duplicate payment, or over collection for the transportation of property in interstate, intrastate or foreign commerce.

Section 1008.2 - DEFINITIONS

CARRIER: Means a motor carrier subject to Part B of the Interstate Termination Act of 1995.

CLAIMANT: Means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge, duplicate payment, or overcollection.

DUPLICATE PAYMENT: Means two (2) or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.

OVERCHARGE: Means payment of freight charges to carrier that exceeded the agreed upon rate for the classification or commodity description, as agreed upon between carrier and shipper and/or consignee. It also includes duplicate payments and overcollection, as defined in this item when a dispute exists between the parties concerning such charges.

OVERCOLLECTION: Means the receipt by a household goods carrier of a payment in excess of the transportation or accessorial charges applicable to a particular shipment of household goods under tariffs lawfully on file with the Commission.

UNIDENTIFIED PAYMENT: Means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.

Section 1008.3 - FILING AND PROCESSING CLAIMS

(A) A claim for overcharge, duplicate payment, or overcollection shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with, or transferred to, any participating carrier for final disposition.

(B) A single claim may include more than one shipment provided the claim on each shipment involves:

- (1) the same tariff issue or authority or circumstances;
- (2) single line service by the same carrier; or
- (3) service by the same interline carriers.

(Continued on Page 8)

410

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

**CLAIMS -
OVERCHARGE, DUPLICATE PAYMENT OR OVERCOLLECTION**

Section 1008.4 - DOCUMENTATION

- (A) Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 1008.8 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.
- (B) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
- (1) The rate, classification, or commodity description or weight claimed to have been applicable.
 - (2) Complete tariff authority for the rate, classification, or commodity description claimed.
 - (3) Freight bill payment information.
 - (4) Other documents or data which is believed by claimant to substantiate the basis for its claim.
- (C) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid, and by freight bill payment information.
- (D) Regardless of the provisions of Paragraphs (A), (B) and (C) of this Section, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Section (C) to obtain the additional information required.
- (E) A carrier shall accept copies instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant and carrier which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

410

Section 1008.5 - INVESTIGATION OF CLAIMS

- (A) Upon receipt of claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 1008.6.
- (B) If a carrier discovers an overcharge, duplicate payment, or overcollection, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 1008.9.
- (C) In the event the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 1008.8.

(Continued on Page 9)

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

**CLAIMS -
OVERCHARGE, DUPLICATE PAYMENT OR OVERCOLLECTION**

Section 1008.6 - CLAIM RECORDS

At the time a claim is received the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt required under Section 1008.7. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Section 1008.7 - ACKNOWLEDGMENT OF CLAIMS

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt, except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

Section 1008.8 - DISPOSITION OF CLAIMS

The processing carrier shall pay, decline to pay, or settle each written claim within sixty (60) days after its receipt by that carrier, except where the claimant and the carrier agree, in writing, to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of investigation.

Section 1008.9 - DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, DUPLICATE PAYMENTS, AND OVERCOLLECTIONS NOT SUPPORTED BY CLAIMS

- (A) (1) Carriers shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payor of the unidentified payment within sixty (60) days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within ninety (90) days from the date of notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90 day period, the regular claims procedure within this item shall be applicable.
- (2) Notice shall be in writing and clearly indicate that it is final notice and not a bill. Notice shall include: The check number, amount, and date; the payor's name; and any additional basic information the carrier the carrier is able to provide. The final notice also must inform payor that:
- (a) Applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and
 - (b) Following the 90-day period the regular claims procedure shall be applicable.

(Continued on Page 10)

410

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100 Tariff

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

**CLAIMS -
 OVERCHARGE, DUPLICATE PAYMENT OR OVERCOLLECTION (Concluded)**

**Section 1008.9 - DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES DUPLICATE PAYMENTS,
 AND OVERCOLLECTIONS NOT SUPPORTED BY CLAIMS**

410

- (A) (3) Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days:
- (a) Make a complete refund of such funds to the payor, or
 - (b) Notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or
 - (c) Notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier, in accordance with the regular claims procedure under this item.
- (B) When a carrier that participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint haul) discovers, or is notified by such a participating carrier that an overcharge, duplicate payment, or overcollection exists for any transportation charge, which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file, the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within thirty (30) days from the date of such discovery or notification.

COLLECT ON DELIVERY (COD) SHIPMENTS

Except as otherwise provided in applicable tariffs, Collect on Delivery (COD) service will be provided by carrier(s) subject to the following terms and conditions:

- (A) Shipments must be tendered on a "Uniform Straight, Straight Bill of Lading – Short Form, or "Straight" bill of lading forms, as shown in the NMFC 100 series;
- (B) When requested on the bill of lading, carrier will collect, on behalf of the shipper, charges for merchandise shipped to the consignee at time of delivery;
- (C) The fee for collecting and remitting COD amount shall be 4% * of COD amount, subject to a minimum charge of \$50.00 per shipment. All shipments not subject to the charges shown in this item will result in the elimination of all liability by carrier for collection of COD amount(s) due shipper;
- (D) It shall be the responsibility of the shipper to direct carrier at the time of shipment as to the method of acceptable payment by the consignee. If not stated on the bill of lading, a company check made payable to the shipper will be accepted by carrier;
- (E) In the event that a COD is cancelled, adjusted or modified by the shipper, in any manner, an additional fee of \$38.00 * will be assessed, and payment of transportation charges will then become the responsibility of the shipper, regardless of the freight terms stated on the bill of lading;
- (F) If consignee fails to pay freight charges owed, in all circumstances herein, shipper shall remain liable for payment of freight charges to carrier, and carrier shall have recourse against the shipper for payment of all applicable freight charges as set forth in Item 435 herein. Shipper's signature to the "Section 7" box on any bill of lading used by carrier for any shipment shall be ineffective as against carrier;
- (G) The letters "COD" must be stamped, typed or written on bills of lading and shipping orders before name of consignee; OR "COD" in red letters at least one (1) inch in height, with thickness of stroke ¼ inch thick or greater AND must be stamped or printed across face of all bills of lading and shipping orders;

*430

(continued on Page 11)

ISSUED: January 19, 2004

EFFECTIVE: January 19, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

COLLECT ON DELIVERY (COD) SHIPMENTS (continued from Page 10)

*430

(H) Only one (1) COD amount is allowed, and may not be subject to change dependent upon time or conditions of payment. The name of street and post office of consignor and consignee must be shown on above documents;

(I) Only packages covered by one (1) "COD" bill may be tendered on one (1) bill of lading;

(J) COD shipments will not be accepted for transportation subject to inspection, or trial by consignee, or when bearing instructions to make partial delivery. Carrier(s) are responsible to deliver only in accordance with the bill of lading (i.e., contract of carriage). If "COD," upon presentation for delivery, is refused for any reason by consignee, carrier(s) are liable only for the disposition of shipment, in accordance with the contract of carriage and applicable tariff provisions. Carrier(s) are not responsible, under such circumstances, to seek or remit the "COD" amount to the consignor or owner of goods;

(K) All checks and money orders tendered in payment of COD shipments will be accepted by carrier, at the shipper's risk. This includes, but is not limited to, the risk of non-payment, forgery, fraud, theft, etc.

COLLECTION OF CHARGES

435

A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rate and charges thereon have been collected, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

(B) When satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, in accordance with rules and regulations as stated herein, the following conditions will apply:

- (1) The free credit period shall extend seven (7) days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by the carrier or deposit of same in the U.S. Mails. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time;
- (2) When carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of thirty (30) calendar days, which shall include the free credit period, and shipper will be assessed thereafter a finance charge by the carrier equal to 1.5 percent of the amount of carrier's bill or on the remaining balance for each month or fraction thereof such amount remains unpaid (18% annual percentage rate), EXCEPT, that no charges authorized herein shall be assessed in connection with rates and charges on freight transported for the United States, any department, bureau, or agency thereof, any State or territory, political subdivision thereof, or the District of Columbia;
- (3) Carrier's bill will state separately the total charges due during both the free credit period and the extended credit period;
- (4) The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper, is deemed to be the collection of tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time;
- (5) Carrier shall not grant credit to any shipper who fails to pay a duly presented bill within the thirty (30) day period, unless and until such shipper affirmatively satisfies the carrier that all future bills duly presented will be paid strictly in accordance with the terms of agreement for settlement of carrier's rates and charges;
- (6) In addition to finance charges, as provided above, all charges incurred beyond ninety (90) days after presentation of the freight bill by carrier for litigation expenses, court costs and attorney fees required for the collection of such unpaid freight bill, shall be assessed against the debtor.

(C) Carrier may require prepayment of charges for a specific service, in full or in part, at time after commencing performance of such services, as requested by shipper.

(D) Payments for shipments having an origin or destination outside the boundaries of the United States shall be at total tariff charges, in full, in lawful currency of the United States.

***ISSUED:** January 19, 2004

***EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1 RULES AND REGULATIONS	ITEM NO.
<p style="text-align: center;">LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES</p> <p>Carrier will not be liable in any circumstances for consequential or special damages resulting from loss, damage, injury or delay to property received by carrier, whether or not carrier knew, or knows, of such damages, or the fact that they might occur. Consequential or special damages include, but are not limited to, loss of profits, business interruption expenses, loss of income, medical expenses or general or special damages resulting from personal injury</p>	450
<p style="text-align: center;">CUSTOMS OR IN BOND FREIGHT</p> <p>When shipment is tendered to Dot-Line Transportation that is required to move in Bond, a fee of \$75.00 will be assessed for the shipment, in addition to all other applicable transportation rates and charges.</p>	480
<p style="text-align: center;">DANGEROUS GOODS</p> <p>Any party who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for, and indemnify the carrier against, all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation by carrier.</p>	490

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
4366 East 26th Street
Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

DETENTION – TRAILER(S) WITH TRACTOR

When due to no disability, fault or negligence on the part of the carrier, the loading or unloading of freight is delayed and carrier's equipment is detained at, or on the premises of, the consignor or consignee, or at the place designated by the consignor or consignee for the receipt or delivery of freight, the provisions of paragraphs (A) through (D) of this item will apply.

* 500

(A) The computation of the time shall commence upon notification by the driver to the responsible representative of the consignor, consignee or other party at the arrival of the vehicle for loading or unloading, either on the premises of the consignor, consignee or other party at the place of pickup or delivery, or as close thereto as conditions on said premises will permit, and shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.

(B) The time allowed for completion of loading or unloading of freight will be as follows:

WEIGHT OF SHIPMENT (IN POUNDS)		TIME ALLOWANCE (IN MINUTES)
OVER	NOT OVER	
-	999	15
1,000	2499	30
2,500	4,999	60
5,000	7,499	90
7,500	9,999	120
10,000	Or more	180

(C) An additional charge of \$85.00 * per hour, or fraction thereof, shall be assessed for all time in excess of that allowed.

(D) Charges for detention of vehicles with power, as outlined above, will apply to shipments originating or terminating in California, or other points in the carrier's system where carrier is providing pick up and delivery service with its own equipment. At points where service is being provided by an authorized interline carrier, or agent of carrier, the duly published detention charges of said carrier or agent will apply and be so billed to the responsible party. In the absence of such provisions and charges, the charges published herein will apply.

DETENTION – TRAILER(S) WITHOUT TRACTOR

Detention applies when trailers without tractors or power units are delayed or detained (through no fault of Doline) either on the premises of the shipper or consignee or as close thereto as the conditions will permit. Doline's responsibility for safeguarding shipments in spotted trailers will begin when it takes possession of a loaded trailer and shall end when it tenders a loaded trailer to the consignee. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.

For each of the first and second 24 hour period, or fraction thereof (except Saturdays, Sundays and Holidays), the applicable charge will be \$70.90 per 24 hour period. For the third and fourth 24 hour period, or fraction thereof (except Saturdays, Sundays and holidays), the applicable charge will be \$99.25 per 24 hour period. Each succeeding 24 hour period or fraction thereof (except Saturdays, Sundays and holidays), the charge will be \$141.80 per 24 hour period.

* 501

*ISSUED: January 19, 2004

* EFFECTIVE: January 19, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

EXTRA LABOR

When, upon request of shipper or consignee, additional help is needed to load or unload shipments, such help will be furnished by the carrier and charged for at the rate of \$35.00 per hour, per man, or fraction thereof, for 8 hours. In excess of 8 hours, the charge such service will be \$55.00 * per hour, per man, or fraction thereof. Service performed on Saturday will be \$55.00 per hours, or fraction thereof; and service for Sunday or Holidays will be \$70.00 per hour, or fraction thereof. Service will be available only during business hours Monday thru Friday, except as noted, subject to a four (4) hour minimum per man. Time will be calculated from portal to portal.

* 560

* **ISSUED:** January 19, 2004

* **EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
4366 East 26th Street
Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

FRACTIONS

In determining the rate or charges applicable on any particular shipment, fractions of cents will be disposed of as follows:

- (1) Fractions of less than one-half cent will be dropped; and
- (2) Fractions of one-half cent or greater will be increased to the next whole cent.

565

**INSIDE PICKUP AND DELIVERY CHARGES –
HANDLING FREIGHT NOT ADJACENT TO VEHICLE**

The following charges will assessed for inside pickups and deliveries, in addition to all other applicable rates and charges named herein:

- (1) \$3.85 * per hundred weight, subject to a minimum charge of \$41.00 * (ground level only); and
- (2) Pickups or deliveries required above ground level (i.e., multi-storied complexes) will be subject to an additional charge of 95 cents per hundred weight, subject to a minimum charge of \$41.00. *

* 566

CARRIER LIABILITY (IMPRACTICAL OPERATIONS)

(A) Carrier is not liable for loss, damage or delay to the property caused by an Act of God, the public enemy,
authority of law, perils of air, weather conditions, civil unrest, force majeure, labor disturbances or any act or
default of the shipper.

(B) Carrier shall not be liable for any natural shrinkage of property.

(C) Carrier shall be liable solely as a warehouseman for loss, damage or delay as a result of fire where such loss,

damage or delay occurs according to the following:

(1) After notice of arrival of property at destination is given (or, if the property is intended for export, after

notice of arrival of property at port of export); and

(2) After placement of property for delivery at destination, or tender of delivery of property to the party entitled

570

* **ISSUED:** January 19, 2004

* **EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
4366 East 26th Street
Los Angeles, CA 90023-4701

LIGHT OR BULKY FREIGHT

Except as otherwise provided in the governing classification(Item 100 (A)), the following will apply (subject to Note 1):

If shipment tendered by shipper requires fourteen (14) feet or more of trailer space, and weighs less than 600 pounds per linear foot of floor space occupied, freight rates will be based on below density/class scale (see Note 2 below).

* 575

POUNDS PER CUBIC FOOT (DENSITY)	APPLICABLE CLASS
Less than 1	400
1 but less than 2	300
2 but less than 3	250
3 but less than 4	200
4 but less than 5	175
5 but less than 6	150
6 but less than 7	125
7 but less than 8	110
8 but less than 10.5	100
10.5 but less than 12	92.5
12 but less than 13.5	85
For Classes greater than 13.5 PCF, consult a Dot-Line representative	

Note 1: Except as otherwise specified in writing, loading of Pups or Truckloads will be subject to shipper load and count (SLC).

Note 2: One (1) linear foot of trailer space is equivalent to 75 cubic feet of trailer space.

CARRIER'S LIMITATION OF LIABILITY

Except as otherwise specifically agreed to between shipper and/or consignee and carrier, carrier's liability for loss, damage, non-delivery, mis-delivery or delay of any property received by carrier is limited to 50 cents per pound, except personal effects (see Item 745).

If shipper wishes to obtain a higher value for the property in the event of loss, damage, non-delivery, mis-delivery, or delay, shipper may declare a higher value for the property in exchange for payment of a commensurately higher freight rate. Any declaration of higher value for the property is ineffective unless specifically agreed upon between shipper and/or consignee and carrier. The declared value does not constitute, nor does carrier provide, cargo liability insurance.

576

* **ISSUED:** January 19, 2004

* **EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1 RULES AND REGULATIONS	ITEM NO.
MARKING, TAGGING, LABELING, REMOVAL OF LABELS, SORT AND SEGREGATION CHARGE	580
<p>The following additional charges shall apply for service specified:</p> <p>(A) Labeling, removal of labels, marking, and/or tagging of freight will be \$1.00 per package, subject to a minimum charge of \$35.00 per shipment;</p> <p>(B) Shipments requiring sorting and/or segregating will be charged \$1.00 per package, subject to a minimum charge of \$45.00.</p>	
MAXIMUM CHARGE	595
<p>When charges accruing on a shipment based on actual weight exceed the charges computed upon a rate based upon a greater minimum weight, the latter shall apply</p>	
NOTIFICATION PRIOR TO DELIVERY	647
<p>When requested to do so on shipper's bill of lading or when directed to do so in writing by the consignee, carrier shall telephone consignee to schedule a delivery day and time. The charge for this service shall be \$14.00 and is payable along with freight charges by the responsible party as shown on the bill of lading.</p>	
DISCOUNTS, NON-APPLICATION OF	*648
<p>Except as otherwise provided, discounts do not apply on shipments subject to a minimum weight of 10,000 pounds or more.</p>	
OVER DIMENSION FREIGHT CHARGES	670
<p>When shipments contain any shipping unit or piece with a dimension equal to or exceeding 14 feet in length, the charge, in addition to all other applicable rates and charges, will be \$65.00 per shipment.</p>	
PALLETS, PLATFORMS OR SKIDS	710
<p>(A) When carrier is required to furnish pallets, platforms or skids for the pick-up or delivery of a shipment, an additional 710 charge of \$15.00 per pallet will be assessed.</p> <p>(B) In the event shrink wrap service is requested or required, an additional charge of \$7.50 per pallet shall be assessed</p>	

***ISSUED:** March 22, 2004

***EFFECTIVE:** March 22, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

LIABILITY FOR PAYMENT OF FREIGHT CHARGES

*715

- (A) The shipper/consignor or consignee of the property shall pay the freight and all other lawful charges accruing on said property according to carrier's tariff, or agreement(s) with carrier, but, except in those circumstances where it may be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by the applicable bill of lading until all rates or charges thereupon have been paid. The consignor shall be liable for the freight and all other lawful charges in the case of C.O.D. shipments where carrier is unable, after a reasonable effort, to collect the charges from the consignee.
- (B) **Liability of Consignee** - Liability for payment of rates for transportation for a shipment of property by a shipper or consignor to a consignee, other than the shipper or consignor, is determined under this section when the transportation is provided by the motor carrier. When the shipper or consignor instructs the carrier transporting the property to deliver it to a consignee that is an agent only, not having beneficial title to the property, the consignee is liable for rates billed at the time of delivery for which the consignee is otherwise liable, but not for additional rates that may be found to be due after delivery if the consignee gives written notice to the delivering carrier before delivery of the property -
- (1) of the agency and absence of beneficial title; and
 - (2) of the name and address of the beneficial owner of the property if it is reconsigned or diverted to a place other than the place specified in the original bill of lading.
- (C) **Liability of Beneficial Owner** - When the consignee is liable only for rates billed at the time of delivery under subsection (B), the shipper or consignor, or, if the property is reconsigned or diverted, the beneficial owner is liable for those additional rates regardless of the bill of lading or contract under which the property was transported. The beneficial owner is liable for all rates when the property is reconsigned or diverted by an agent but is refused or abandoned at its ultimate destination if the agent gave the carrier in the reconsignment or diversion order a notice of agency and the name and address of the beneficial owner. A consignee giving the carrier erroneous information about the identity of the beneficial owner of the property is liable for the additional rates.
- (D) Nothing herein shall limit the right of the carrier to require, at the time of shipment, the prepayment or guarantee of the charges. If, upon inspection, it is ascertained that the articles shipped are not those described in the bill of lading, the freight charges must be paid upon the articles actually shipped.

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
4366 East 26th Street
Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

SECTION 1 RULES AND REGULATIONS	ITEM NO.
<p align="center">PAYMENT OF CHARGES</p> <p>TIME LIMIT: The time period, as specified herein, for payment of freight charges and related by debtor is twenty (20) calendar days from the date on the invoice or the date services were rendered, whichever is later. So time is of the essence. For a claim against carrier to be considered and / or accepted, carrier must, first, receive timely payment, in full, for freight and all related charges.</p> <p>NON-PAYMENT: When carrier does not receive full and complete payment for freight and related charges billed by the thirtieth (30) <u>calendar</u> day after the date of the invoice, all class exceptions and discounts, as published in tariff DOLR 300, will be immediately voided as to the debtor. Participation in specific commodity and / or individual tariff(s) will be cancelled and the applicable rate(s), as published in tariff DOLR 300, will be applied, without discounts and / or class exceptions. Failure on the part of the debtor to pay billed charges may result in a lien on shipments in the custody of the carrier, including, but not limited to, the cost of storage and security, until the debtor's account is brought to current status with the carrier.</p> <p>ATTORNEY'S FEES AND COSTS. In the event an action or arbitration is initiated to interpret or enforce any of the terms, as stated in item 720 herein, the prevailing party shall be entitled to receive from the other party its reasonable attorney's fees, costs and expenses incurred in the action or arbitration.</p> <p>RETURNED CHECK POLICY: When debtor's check for payment of freight charges is returned to carrier from its bank unpaid for any reason, including but not limited to, a "stop payment," carrier will then be entitled to TRIPLE the amount of the returned check(s) from the responsible party for all damages incurred, however denominated, in addition to all other provisions stated in item 720 herein.</p>	* 720
<p align="center">PERSONAL EFFECTS</p> <p>When a shipper tenders a shipment containing personal effects, said shipment must be released to a value not exceeding 10 cents per pound. If release value exceeds 10 cents per pound, shipper must specify on the bill of lading that the entire shipment is self-insured. Shipments exceeding 10 cents per pound will also be subject to the terms and conditions set forth in Item 576 (B).</p>	745
<p align="center">PICKUP OR DELIVERY - CONSTRUCTION SITES</p> <p>Shipments delivered to construction sites will be charged \$64.00, in addition to other applicable charges. Notification before delivery is often a requirement for pickups or deliveries at these locations and is included in the charge. A construction site is any property where buildings, bridges, roads or other structures are being constructed.</p>	749
<p align="center">PICKUP OR DELIVERY</p> <p>(A) Unless specific charges for stops in-transit to partially load or to partially unload are provided, rates for a shipment include only one (1) pickup and one (1) delivery.</p> <p>(B) The term "pickup" means the service performed by the carrier in the transportation of vehicle by its driver to the platform, doorway, or shipping room directly accessible to the highway at a warehouse, factory, store, place of business, or private residence, as specified by the consignee and/or shipper. Pickup does not include the loading and/or securing of freight at pickup location, unless specifically agreed to between carrier and shipper and/or consignee.</p> <p>(C) The term "delivery" means the service performed by the carrier's driver in transporting the vehicle with the freight intended to be delivered to the point of delivery at destination specified by the consignee and/or shipper. Delivery does not include unloading and/or securing of the freight at destination, unless specifically agreed to between carrier and shipper and/or consignee. Carrier is obligated only to make freight available for acceptance or pickup at destination.</p>	750

*ISSUED: November 25, 2008

* EFFECTIVE: November 25, 2008

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

SECTION 1 RULES AND REGULATIONS	ITEM NO.
<p align="center">PICKUP OR DELIVERY SERVICE - CONVENTION CENTER DELIVERY</p> <p>When a shipment consigned to a convention center is tendered to the carrier, the charge shall be assessed on the basis of the applicable rate, subject to a minimum charge of \$1000.00. Should actual weight, density or class rates exceed the minimum, the applicable rate will be applied in addition to the charge provided herein, which shall be shown separately on carrier's freight bill.</p>	751
<p align="center">PICKUP OR DELIVERY SERVICE - LIFT GATE SERVICE</p> <p>When requested on shipper's bill of lading or upon request of consignor prior to pickup service, lift gate equipment, if available, will be furnished for an additional charge of \$2.65 per 100 pounds, subject to a minimum charge of \$65.00.</p>	* 752
<p align="center">RESIDENTIAL PICKUP OR DELIVERY SERVICE</p> <p>A pickup or delivery required to be made at a private residence, house or apartment will be subject to an additional charge of \$60.00.* If a service elevator is not provided at multi-storied complexes, pickups or deliveries will be subject to an additional charge of 95 cent per hundred weight, subject to a minimum charge of \$10.50 per floor above ground level. An additional charge of \$63.30 will be charged for pickups/deliveries at non-commercial or private sites. This includes, but is not limited to, apartments, camps, churches, farms, mini-storages, schools, military bases and other similar sites. This charge includes initial notification for pickup/delivery arrangements, and does not include inside pickup/delivery service charges.</p>	*753
<p align="center">PICKUP OR DELIVERY SERVICE – NON-BUSINESS HOURS</p> <p>Carrier does not obligate itself to provide pickup or delivery service during non-business hours. However, when a customer requests carrier to pickup or deliver freight during non-business hours, the following will apply:</p> <p>(1) When carrier performs pickup or delivery on Saturday, Sunday or holiday, at the request of a customer, the charges will be:</p> <p>(a) Minimum Charge of \$592.40</p> <p>(b) When service exceeds 8 hours, the charge will be at the rate of \$92.30 per hour.</p> <p>(2) When carrier performs pickup or delivery during non-business hours, other than a Saturday, Sunday or holiday, as required by the customer, the charges will be:</p> <p>(a) Minimum charge of \$150.00; *</p> <p>(b) \$55.00 for each 15 minutes required to perform the service.</p> <p>(3) Customer may request carrier to place or pickup an empty trailer(s) on a Saturday, Sunday or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday or holiday. The charge for this service will be \$592.40 per man per day, or fraction thereof.</p> <p>(4) Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of carrier before pickup or delivery service can be made.</p>	*754
<p align="center">PROOF OF DELIVERY</p> <p>When proof of delivery to consignee is requested by shipper or consignor and carrier obtains and returns the consignee's signed receipt of shipment to shipper or consignor, a charge shall be made of \$5.00 for each such proof of delivery receipt furnished.</p>	784
<p>* ISSUED: January 19, 2004 * EFFECTIVE: January 19, 2004</p>	
<p align="right">ISSUED BY: D.B. Watson 4366 East 26th Street Los Angeles, CA 90023-4701</p>	

Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

QUARANTINE

In case of quarantine, the property may be discharged at the owner's risk and expense into a quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch, the property may be discharged at the owner's risk and expense at the nearest available point in the carrier's judgment. The carrier's responsibility shall cease when the property is so discharged, or the property may be returned by the carrier at the owner's expense to the shipping point, earning freight both ways. All quarantine expenses of whatever nature or kind that are incurred with respect to the property, shall be borne by the owners of the property or shall become a lien on the property. The carrier shall not be liable for loss or damage caused by fumigation, disinfection, or other acts required or done by quarantine regulations or authorities, even though these acts may have been done by the carrier's officers, agents or employees. In addition, the carrier shall not be liable for detention, loss or damage of any kind occasioned by the quarantine or the enforcement of the quarantine. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents or officers, as to quarantine laws or regulations. The property owner shall indemnify the carrier for any expense incurred or damages the carrier may be required to pay as a result of introducing the property covered by contract into any place against the quarantine laws or regulations in effect at such place.

785

RECONSIGNMENT OR DIVERSION

Subject to the applicable transportation charges, an additional processing fee of \$24.00 * will be assessed for the reconsignment of an in-transit shipment. Shipments refused by original consignee and reconsigned by the shipper or consignee to another address shall be subject to the provisions of Item 830 herein, and an additional processing fee of \$24.00.*

* 820

***ISSUED:** January 19, 2004

*** EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
4366 East 26th Street
Los Angeles, CA 90023-4701

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

REDELIVERY AND RECONSIGNMENT

Shipments requiring redelivery or reconsignment will be assessed the following, in addition to any other applicable rates or charges, subject to a minimum charge of \$47.25 * :

(1) 2nd attempt to deliver	25% * of total freight charges. This will be in addition to any charges for services rendered as stated in this tariff, incurred by our agent(s), delivering carrier(s) or as stated below.
(2) Refused shipment requiring delivery to a new address and/or consignee in another zip code area	Charges will be re-rated from point of origin to new destination, subject to the charge in (1) above; and will include, if applicable, any additional charges for services rendered as stated in this tariff, incurred by our agent(s), delivering carrier(s) or as stated below.

* 830

**REDELIVERY AND RECONSIGNMENT
 (TERMS AND CONDITIONS)**

- (1) A request for reconsignment or redelivery must be in writing. Conditional or qualified requests will not be accepted. Carrier will accept disposition instructions printed on a shipping order, shipping label or container as authority to reconsign or redeliver.
- (2) Carrier will make a diligent effort to execute the reconsignment or redelivery request, but will not be responsible if request is not affected.
- (3) The entire shipment or portion of the shipment may be reconsigned. When a partial shipment is reconsigned, each portion will be considered as a separate shipment and the applicable charges, as stated above and in this tariff, will be applied. The applicable charges in this item will apply for the reconsigned portion with the otherwise applicable charges applying on the other portion(s).
- (4) C.O.D. instructions for reconsignment of a C.O.D. shipment will be accepted only from the shipper.
- (5) Any additional charges accruing from redelivery or reconsignment of a shipment by agent(s) or delivering carriers not mentioned in this tariff will be advanced to customer, as stated herein.
- (6) In addition to the applicable charges stated herein, an administrative fee of \$24.00 * will also be assessed for redelivery or reconsignment requests.

* **ISSUED:** January 19, 2004

* **EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
 4366 East 26th Street
 Los Angeles, CA 90023-4701

Governing Rules DOLR 100 Tariff

**SECTION 1
RULES AND REGULATIONS**

**ITEM
NO.**

CARRIER'S RIGHT TO SELL UNCLAIMED PROPERTY

- (A) Where non-perishable property transported to the destination stated on the bill of lading is refused by the consignee, or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive the property fails to receive or claim it within 15 days after notice of arrival shall have been given, as set forth in Item 345, the carrier may sell the property at public auction to the highest bidder, as such place as may be designated by the carrier.
- (B) The carrier shall first mail, send or give to the consignor or owner of the property notice that the property has been refused, or remains unclaimed, and that it will be subject to sale if disposition is not arranged for. After thirty (30) days have elapsed from the date notice was given to the consignor or owner of the property, prior to selling the property at auction, the carrier shall have published a notice containing a description of the property, the name of the owner of the property, or to whom the property is consigned, and the time and place of the sale, once per week, for two (2) consecutive weeks, in a newspaper of general circulation at or near the place of sale.
- (C) Where perishable property transported to the destination stated in this bill of lading is refused by the consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at public or private sale. If there is sufficient time to notify the consignor, or owner, of the refusal of the property, or the failure to receive it and to request instructions for disposition of the property, such notification shall be given, in such a manner as the exercise of due diligence requires before the property is sold.
- (D) Where the procedure provided for in section (A), (B) and (C) above is not possible, nothing herein shall be construed to abridge the right of the carrier, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.
- (E) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage and any other lawful charges, to the expense of notice, advertisement, sale and other necessary expense and to the expense of caring for and maintaining the property, if required. If there is a balance remaining after all charges and expenses are paid, such balance should be paid to the owner of the property.

845

ISSUED: July 1, 1997

EFFECTIVE: July 1, 1997

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100 Tariff

SECTION 1
 RULES AND REGULATIONS

ITEM
 NO.

ROUTING

Carrier is not bound to transport property by any particular schedule or vehicle, or, in time, for any particular market, or in any manner, other than with reasonable dispatch. Carrier shall have the right, in case of physical necessity, to forward the property by any carrier or route between the point of shipment and the point of destination. This includes, but is not limited to, shipments with specified dates requiring protection from freezing.

*850

RETURNED, UNDELIVERED SHIPMENTS

Shipments refused by consignee will be returned to shipper at the applicable outbound rate.

860

EXCLUSIVE USE OF EQUIPMENT

(A) When exclusive use of equipment is requested for a shipment, the following will apply:

- (1) Carrier must receive a written request or the request is to be made on the bill of lading (see Note 1);
- (2) If carrier must remove a lock or seal from a vehicle or trailer, carrier will immediately re-lock or re-seal the vehicle, or trailer, and will notate the accompanying papers with the new lock or seal number and include the reason for removal;
- (3) If exclusive use service is requested after shipment has been received, carrier will endeavor to intercept shipment and convert it to "exclusive use" over as much of the route as possible. Written verification will be saved and considered incorporated into the bill of lading.

(4) Exclusive use cannot be provided for split-pickups, split deliveries or stop-in-transit shipments.

(5) Charges for exclusive use service are to be paid, and guaranteed, by the party requesting this service.

(6) The non-recourse stipulation on the bill of lading (Section 7) may not be executed when requesting or utilizing this service. If, for whatever reason, Section 7 is signed, it will be considered null and void.

(B) The following are the applicable non-discounted charges for exclusive use of equipment, which are subject to the terms, conditions and accessorial charges as stated in this tariff:

- (1) Pup loads – the non-discounted 20,000 lb., class 50 rate;
- (2) Truckloads (includes doubles) – the non-discounted 40,000 lb., class 50 rate.

Note 1: Carrier will also consider written requests not to break the lock or seal or not to co-load additional freight as part of "exclusive use" requests.

Note 2: Except as otherwise specified in writing, loading of Pups or Truckloads will be subject to shipper load and count (SLC).

891

SPECIAL SERVICES - EXTRA OR SECOND DRIVER

When a driving team is requested and carrier furnishes two (2) drivers to facilitate movement of shipment, a charge of 40 cents per mile shall apply for such service, in addition to the applicable transportation rate.

892

* **ISSUED:** January 19, 2004

***EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

STOP-OFFS TO PARTIALLY LOAD OR UNLOAD

* 900

When charges for stop-offs are named in publications making reference hereto, a shipment tendered on one bill of lading or shipping order, from one consignor to one point of origin, at one time consigned to one consignee at one destination, may be stopped in transit at any point or placed for the purpose of partial loading or unloading. The charge, exclusive of the initial pickup and final destination, shall be \$200.00 * per stop-off, in addition to all other applicable rates and charges, subject to the following provisions:

- (A) Stop-off will only be permitted at points authorized within the scope of carrier's operating authority;
- (B) The bill of lading or shipping order must show the point, or points, at which the shipment is to be stopped for partial loading or partial unloading together with a complete description of the kinds and quantity of freight to be loaded or unloaded at each point, and the name and address of the party from, or to whom, each portion is to be received or delivered. If pickup or delivery is made at two (2) or more different addresses or locations in the same point (city, town or village), each pickup or delivery will be considered a separate stop in the application of this rule;
- (C) The substitution of other property for that originally loaded, or the exchange of contents of the load in any manner, is prohibited;
- (D) The applicable rate on shipments moving under this rule will be the rate in effect on the date of shipment to points, and shall apply on the total weight transported in the shipment, subject to the minimum weight prescribed;
- (E) Stopping in transit for partial loading or unloading will not be permitted on shipments consigned "COD," "To Order," "Order Notify," or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as condition precedent to delivery at stop-off point;
- (F) The carrier's agent at the stop-off point, or, if there is no agent at such point, the driver of the vehicle, shall obtain, in writing, a statement such as a notation on the bill of lading of the quantity, description and the weight of the portion of the shipment loaded or unloaded at the stop-off point or points.

* **ISSUED:** January 19, 2004

* **EFFECTIVE:** January 19, 2004

ISSUED BY: D.B. Watson
4366 East 26th Street
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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

STORAGE

When required to do so, either by request or due to the inability to affect delivery caused by the refusal of the shipment, inability to locate consignee or address, storage charges will commence immediately thereafter, subject to a minimum charge of \$7.50 per day for the first two (2) days. On the 3rd and each succeeding day, the charge shall be \$1.50 per 100 pounds, subject to a minimum charge of \$15.00 per day. Once shipment is refused, Carrier liability will be that of a public warehouseman, and Carrier liability for commodity will be 10 cents per pound.

*910

LIABILITY FOR VALUABLES

Carrier will not accept, and will not be liable for, any items of extraordinary value, including, but not limited to, jewelry, coins, artwork, precious metals, documents or negotiable instruments, unless specifically agreed to between shipper and carrier, and only when a stipulated or declared value for the items is agreed to and entered on the bill of lading in exchange for payment of a commensurate freight rate.

930

TRANSPORTATION OF HAZARDOUS MATERIALS

Carrier will accept shipments of hazardous materials for transportation, in accordance with the requirements of the U.S. Department of Transportation, subject to following provisions:

973

- (1) Shipments of hazardous materials which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency, will be subject to a delay-in-transit charge of 200% of the storage charges published in Item 900 of this tariff. Charges will begin at the time shipment is delayed, and continue until such time as transportation can be resumed, or the shipment is delivered to consignee. These charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee, and begin upon notice of arrival by carrier.
- (2) The accrued charges will be collected from the party responsible for the delay, or, if delayed by a regulatory agency, charges will be collected from the shipper or party requesting movement of the shipment.
- (3) Carrier shall maintain a record of all such shipments and vehicle delays, including the arrival and departure times at points where delays occur, and name of party responsible for such delays.
- (4) When special permits authorizing the transportation of specific shipments of hazardous materials are required by federal, state or local regulations, the costs of purchasing such permits will be paid by carrier and collected as follows:
 - (a) The purchase cost(s) of the permits, plus a service charge of \$20.00 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
 - (b) Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.
- 5) 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 carrier to be Exclusive Use of Vehicle, as stated in herein

(Continued on Page 24-A)

ISSUED: January 19, 2004

EFFECTIVE: January 19, 2004

ISSUED BY: D.B. Watson
4366 East 26th Street
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Governing Rules DOLR 100 Tariff

SECTION 1
RULES AND REGULATIONS

ITEM
NO.

TRANSPORTATION OF HAZARDOUS MATERIALS

(Continued from Page 24)

* 973

- (6) Shipments containing hazardous materials, as described in Title 49, Code of Federal Regulations (CFR), will be subject to an additional charge of \$18.00 per shipment, in addition to all other charges.
- (7) Any fines and/or penalties imposed on carrier as a result of the shipper's failure to meet Department of Transportation requirements, will be charged back to the shipper, and the shipper shall reimburse carrier for losses incurred.
- (8) Required hazardous placards must be furnished by shipper. If shipper does not provide placards, carrier will furnish at a charge of \$25.00 per placard.
- (9) Complete disclosure of the commodity to be shipped must be made during the quotation and /or booking process and the proper description (i.e., the class, UN number and PG numeral) must be provided and included on the original bill of lading at time of tender to carrier.
- (10) The customer will be liable for all damages resulting from the transportation of hazardous materials.
- (11) If carrier is required to correct and/or re-issue a bill of lading for shipment of hazardous materials, on behalf of shipper, a charge of \$50.00 will be assessed for such correction/amendment. A bill of lading will not be corrected or amended until carrier receives from the shipper a fax or letter authorizing such changes. Shipper will be liable for all costs and damages incurred by carrier as a result of providing false information.

VEHICLE FURNISHED BUT NOT USED

When an order for equipment is placed by the consignee or consignor and such order is subsequently cancelled or postponed, the following will apply:

985

- (1) If the cancellation or postponement is received by the carrier before the equipment ordered leaves its terminal, there will be no charge;
- (2) If the cancellation or postponement is received by the carrier after the equipment ordered leaves its terminal, and due to no disability, fault or negligence on the part of the carrier, the equipment is not used, a charge of \$1.10 per mile from portal to portal, will be assessed, subject to a minimum charge of \$150.00.

* **ISSUED:** July 1, 2000

***EFFECTIVE:** July 1, 2000

ISSUED BY: D.B. Watson
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Governing Rules DOLR 100 Tariff

SECTION 2
 EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS OR SYMBOLS

ITEM
 NO.

2000

ABBREVIATION	EXPLANATION
AQ	Any Quantity
ATA	American Trucking Association
C	Denotes hundred pounds
Carrier	Dot-line Transportation, Inc.
c/o	In care of
COD	Collect on Delivery
Cwt	Per 100 lbs.
d/b/a	Doing business as
Density	Weight (in pounds) per cubic foot
DOLR	Dotline's Standard Carrier Alpha Code (SCAC)
FAK	Freight all kinds
KD	Knocked down
lbs.	Pounds
LTL	Less than truckload
M	Denotes thousand pounds
MC	Motor carrier
NMFC	National Motor Freight Classification
NMFTA	National Motor Freight Traffic Association
NOI	Not otherwise indexed
oz.	Ounce
PCF	Pounds per cubic foot
PCS	Pieces
PLT	Pallet (also see SKID)
SCAC	Standard Carrier Alpha Code
SKID	Pallet (also see PLT)
SU	Set-up
STC	Said to contain
STBO	Said to be on
TL	Truckload
Viz.	Namely
Wt.	Weight
*	Denotes new item
#	Denotes item change when used with tariff item number
**	Shown in Table of Contents of this tariff, denotes items that have been changed or added.

ISSUED: April 11, 2001

EFFECTIVE: April 11, 2001

ISSUED BY: D.B. Watson
 4366 East 26th Street
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