

NORTH AMERICAN VAN LINES, INC.

PROFESSIONAL RELOCATION TARIFF

NAVL No. 12A

NAVL No. 12A

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Section 1 – Operating Rules

Item 101
Application of Tariff

This tariff is applicable for services provided by North American Van Lines, Inc., referred to as North American in the body of this document.

This tariff applies to the transportation of household goods shipments between points in the United States and Canada, as follows:

1. Between points in the United States, excluding Alaska and Hawaii, and
2. Between points in the United States (excluding Alaska and Hawaii) on the one hand, and, on the other, points in Canada.
3. International shipments between points in the United States and Mexico and overseas shipments between points in other foreign countries and the continental United States are **not** included in the application of this tariff.

Changes, updates, cancellations, and revisions to these provisions shall be accomplished by re-issue of the affected provisions, by supplement, or by electronic transmission. Revisions, authenticity, and effectiveness of affected provisions can be obtained and verified at the following internet web address:

www.NorthAmerican.com.

Format – This tariff is published and made available to users in an electronic format as an Adobe .pdf file that can be printed. The tariff contains two components:

1. the printed tariff document that contains the governing rules and regulations and an explanation of the transportation charges and the additional services that apply, and
2. a set of rate tables that are available upon request by contacting Customer Service at 800-348-2111, Option 3, and will be provided as a Microsoft Excel spreadsheet.

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Item 102
Classification of Articles
(Commodity Description)

The description of property to which rates, rules, and regulations apply is as follows: that class of property defined by 49 U.S.C. Section 13102(10), in effect on January 3, 2005, as a commodity under the following commodity descriptions:

1. First-Proviso – Household Goods

HOUSEHOLD GOODS as defined by 49 U.S.C. Section 13102(10). The term “household goods,” as used in connection with transportation, means PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is:

- a. arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his/her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by, the householder; or
- b. arranged and paid for by another party.

2. Second-Proviso – Furniture and Fixtures

FURNITURE, FIXTURES, EQUIPMENT, AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, LABORATORIES, HOSPITALS, OR OTHER ESTABLISHMENTS when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals, or other establishments; except that this subparagraph shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee, other than used furniture and used fixtures, except when transported as an incident to the removal of the establishment, or a portion thereof, from one location to another.

NOTICE: The Released Rates authority conferred by Surface Transportation Board Decision No. MC - 999, Amendment No. 4, decided December 18, 2001, does not extend to Second-Proviso Commodities described above. Any carrier limitation of liability applicable to those commodities must be established by shipper declaration or agreement with the carrier.

Rates in this tariff shall **not** apply to shipments consisting solely of:

Exhibits and displays and the materials and supplies used within or as part of such exhibits and displays; containerized trade show exhibition materials and supplies used within or as part of the total trade show display; or other specified commodities. Please refer to Tariff ALLV 203, supplements thereto, or re-issues thereof.

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Rates in this tariff also shall **not** apply to shipments consisting solely of Articles, which because of their unusual nature require specialized handling and equipment usually employed in moving household goods, including but not limited to: ELECTRONICS, MEDICAL EQUIPMENT, COPY EQUIPMENT, TELEPHONE EQUIPMENT, NEW MANUFACTURED GOODS, and STORE/OFFICE FINISHOUT. Please refer to Tariffs 300 and 109, supplements thereto, or re-issues thereof.

Item 104
Bill of Lading and Rates

Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff (or as amended) the acceptance and the use of the Uniform Household Goods Bill of Lading, as described herein, is required.

- (1) If the bill of lading is issued on the order of the shipper (or his/her agent) in exchange or substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the original bill of lading as fully as if the same were written or made in connection with the original bill of lading.

Any alteration, addition, or erasure made on a bill of lading without a special notation thereon by the agent of the carrier issuing the bill of lading shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

- (2) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. The consignor may elect at his/her option not to accept the terms of the Uniform Household Goods Bill of Lading and, in lieu thereof, to have North American transport the property with North American's liability limited only, as provided by common law and by the laws of the United States and the several States insofar as they apply, but subject to the terms and the conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore shall be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding 60 cents per pound per article.

When the consignor elects not to accept any of the terms of such bill of lading, he/she must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

"In consideration of the higher rate charged, the property herein described shall be carried, and the services to be rendered hereunder shall be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

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- (3) All rates and charges herein are dependent on the shipment being released in accordance with the provisions of Item 301 of this tariff.

Except when transportation is performed under the provisions of Item 102 (2) of tariff, the following Contract Terms and Conditions apply to all transportation performed by North American, in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by North American.

This contract is subject to all the rules, regulations, rates, and charges in North American's currently effective applicable tariffs—including, but not limited to, the following terms and conditions:

SECTION 1

North American (or the party in possession) shall be liable for physical loss of and/or damage to any articles from external cause while being carried or held in storage-in-transit—except loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of the shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From
 - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any such government, power, authority or forces;
 - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
 - (4) seizure or destruction under quarantine or customs regulations;
 - (5) confiscation by order of any government or public authority; or
 - (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term “terrorist activity” means any activity which is unlawful under the laws of the United States or any State and which involves any of the following:
 - (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building;
 - (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained;
 - (3) an assassination;

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- (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or
- (5) a threat, attempt, or conspiracy to do any of the foregoing.
- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when, after notifying the shipper or consignee of a potential risk of loss or damage to the shipment from such causes, North American is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on North American's liability (or that of the party in possession):

North American's maximum liability (or that of the party in possession) shall be either:

- (a) The lump sum value declared by the shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater, or
- (b) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to North American, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2

North American shall not be liable for delays caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry; or caused by breakdown or mechanical defect of vehicles or equipment; or from any cause other than North American's own negligence; nor shall North American be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. North American shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3

- (a) The shipper, upon tender of the shipment to North American, and the consignee, upon acceptance of delivery of shipment from North American, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs—including, but not limited to, sums advanced or disbursed

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by North American on account of such shipment and all costs of collection including but not limited to, attorneys fees and court costs. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event that the party to whom credit has been extended fails to pay such charges.

- (b) The shipper shall indemnify North American against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4

If, for any reason other than the fault of North American, delivery cannot be made at the address shown on the face hereof, or at any changed address of which North American has been notified, North American, at its option, may cause articles contained in the shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5

If a shipment is refused by the consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to the shipper and consignee at post office addresses shown on the face hereof, or if shipper fails or refuses to pay applicable charges in accordance with North American's applicable tariff, North American may sell the property at its option, either

- (a) upon notice in the manner authorized by law, or
(b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by North American, thirty (30) days notice of which sale shall have been given in writing to the shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee.

The proceeds of any sale shall be applied toward payment of tariff charges applicable to the shipment and toward expenses of notice, advertising and sale, and of storing, caring for, and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property, provided that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of North American, such action is necessary to prevent deterioration or further deterioration.

SECTION 6

As a condition precedent to recovery, a claim for any loss or damage, injury, or delay, must be filed in writing with North American within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against North American within two (2) years and one (1) day from the date when notice in writing is given by North American to the claimant that North American has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, North American shall not be liable, and such a claim shall not be paid.

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SECTION 7

Carrier may bill and collect all charges related to Storage-in-transit at origin upon completion of such storage. If a shipment is placed in storage-in-transit at destination, all charges incurred prior to delivery into storage, including the cost of placing the goods into storage, are due at the time of storage.

Item 105
Weighing and Weights

1. When transporting shipments on a non-binding estimate, North American shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this Item, the weight shall be obtained on a scale meeting the definition of a certified scale, as provided in 49 CFR 375.1 (b)(4).
2. *Weighing Procedure*
 - a Except as otherwise provided in this Item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.
 - b At the time of both weighings, all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments shall have been installed or loaded on the vehicle. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
 - c The vehicle's fuel tanks shall be full at the time of each weighing, or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.
 - d The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing, provided that the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
 - e Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
 - f The net weight of shipments transported in containers shall be the difference between the tare weight of the container (including all pads, blocking and bracing used or to be used in the transportation of the shipment) and the gross weight of the container with the shipments loaded therein.

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- g The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighings of the shipment. North American must advise the shipper (or any other person entitled to observe the weighing) of the time and specific location where each weighing shall be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by the shipper of the right to observe any weighing or re-weighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.
- h North American may substitute the manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. The manufacturer's weight shall be obtained from either the Branham Automobile Reference Book, from the National Automobile Dealer's Association (NADA) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide North American with copies of the manufacturer's documents evidencing the weight of the article included in a shipment.
3. *Weight Tickets* – North American shall obtain a separate weight ticket for each weighing required under this Item—except when both weighings are performed on the same scale, in which case one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:
- a. The complete name and location of the scale.
 - b. The date of each weighing.
 - c. Identification of the weight entries thereon as being the tare, gross, and/or net weights.
 - d. The company or carrier identification of the vehicle.
 - e. The last name of the shipper as it appears on the bill of lading.
 - f. North American's shipment registration or bill of lading number.
 - g. The original weight ticket or electronic facsimile of the weight tickets or tickets relating to the determination of the weight of a shipment must be retained by North American as part of the file on the shipment. All freight bills presented to collect any shipment charges based on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.
4. The provisions of paragraphs 2, 3, and 5 of this item shall not apply to shipments tendered to North American in containers or to shipments consisting solely of machinery (including auxiliary and component parts thereof) which are being transported by North American pursuant to the definition of household goods in item 102 of this tariff; provided that the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipments.
5. *Re-weighing of Shipments* – Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a re-weigh. The charges shall be based on the re-weigh weight.

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Item 106
Marking or Tagging Freight

1. Articles of fragile or breakable nature must be properly packed.
2. Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper (or his/her agent), must be marked by plain and distinct letters designating the fragile character of contents.
3. When articles of furniture consisting wholly or in part of glass are covered or wrapped by the shipper (or his/her agent), such articles must be wrapped in a manner to clearly expose glass surfaces or glass portions.
4. Where articles are not packed or are packed improperly, crated or boxed and by reason thereof the articles not packed or contents of containers are more susceptible to damage, North American shall arrange to have such articles properly packed at charges shown in this tariff.
5. Upon request of the shipper (his or her agent), North American shall prepare a second inventory of the shipment, which shall include itemized contents of each container packed by North American and shall show thereon, if requested by the shipper, the valuation of each article as furnished by the shipper (or his/her agent). Charges for this second inventory shall be at the rates provided in Item 202 (Extra Labor).

Item 107
Cancellation of Tariff Pages, Items, or Portions Thereof

When this tariff is amended, a new version shall be posted on North American's website with a summary of changes presented.

Reference made herein to Items or pages in this tariff shall include reference to the issue and effective date of the tariff.

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Item 108
Governing Publications

This tariff is governed by the following publications:

<i>Title</i>	<i>Issuing Agent</i>	<i>Designation</i>
National Zip Code Directory	U.S. Postal Service (USPS)	None
Canadian Postal Service Directory	Canadian Postal Service	None
Mileage Guide	Rand McNally	Number 19

The application of this tariff is governed by the postal zip code (or Canadian postal code) of each area or place within the United States and Canada, as assigned by the United States Postal Service and the Canadian Postal Service as found in the National Zip Code Directory and the Canadian Postal Service Directory, respectively. The first three digits of the postal zip code or the Canadian postal code define the applicable geographical service area for rate application purposes.

If the United States or the Canadian Postal Service changes a three-digit code area of a postal zip code or Canadian Postal Code after the effective date of this tariff, the old 3-digit code area shall be used for shipment rating purposes until a new corresponding three-digit code area is provided for herein.

- Note 1: The application of specific distance-based items (**Item 203, Shuttle Service, and Items 207 and 210, relating to pickup and delivery transportation charges on storage-in-transit shipments [when storage facility and residence have the same first three digits in their zip/postal codes], and Alaska and Hawaii transportation charges**) is also governed by the Mileage Guide as provided herein.
- Note 2: Mileage Guide 19 does **not** apply for the determination of transportation charges from and to points in the United States or between points in the United States and Canada that are rated on a USPS zip code or a Canadian postal code basis.
- Note 3: Where a mileage radius is named, such mileage radius shall include all points within the described number of highway mileage from the point that designates the mileage basing location of such named city as shown in the governing Mileage Guide. Where cities or points are partly within the described number of miles, such shall be considered as wholly within the described number of miles.
- Note 4: References to Mileage Guide 19, as well as the other governing publications, also refers to subsequent reissues of those publications.

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Item 109
Collection of Charges, Prepayment

1. North American shall not deliver or relinquish possession of any property transported by it until the estimated charges (either the total binding estimate amount or up to 110% of the non-binding estimate amount) have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank) except:
 - a. where other satisfactory arrangements have been made between North American and the consignor or consignee, in accordance with the rules and regulations of the Department of Transportation; or
 - b. when delivery is made pursuant to Paragraph 3.

Payment of charges for any services or quantities not shown on the estimate shall be due thirty (30) days after the shipment has been delivered.

2. North American shall accept the following credit cards for payment of all rates and charges
 - American Express
 - Discover
 - Visa
 - Master Card
 - Diners Club International

Note: Application of this item is subject to authorization from the appropriate credit card company, on each individual shipment, prior to acceptance of the shipment by North American.

3. The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between North American and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation:
 - a. The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by North American or deposit of same in the U.S. mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 - b. Except as provided in exception below, when North American's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and the shipper shall be assessed a service charge by North American equal to 2.0 percent of the amount of North American's bill, subject to a \$20.00 minimum charge for each 30-day period that the charges remain unpaid.
 - c. North American's bill shall state separately the total charges due during both the free credit period and the extended credit period.
 - d. The mailing by the shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the

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purpose of this Item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.

- e. North American shall not grant credit to any shipper who fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies North American that all future bills duly presented shall be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of carrier rates and charges.
- 4. Payments for shipments having an origin or destination outside of the boundaries of the United States shall be at total tariff charges in full and lawful currency of the United States or its equivalent.
- 5. Subject to the foregoing paragraphs (except Paragraph 3 shall not apply), provision for payment of charges on storage-in-transit shipments is contained in Item 207.

Note 1: Please see Item 116 for Definition of Holidays.

Note 2: Please see Item 118 for provisions governing Collection of Freight Charges on Household Goods Shipments Involving Loss or Destruction in Transit.

Exception: The service charge provided in Paragraph 3. b. above shall not be assessed in connection with the rates and charges on freight transported for the United States; for any department, bureau, or agency thereof; for any State or Territory, or political subdivision thereof; or for the District of Columbia.

Item 110
Hourly Rates

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour shall be disposed of as follows:

- (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
- (b) When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one-half hour.
- (c) When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three-quarters of an hour.
- (d) When in excess of 45 minutes, the charge shall be for one hour.

Item 111
Minimum Charge

Except as otherwise specifically provided for (or amended) in this tariff, shipments transported under the provisions of this tariff and weighing less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds, and applicable rates and charges based on weight shall be subject to 1,000-pound minimum.

Note: All shipments are subject to weighing provisions as provided in Item 105.

Item 112

Warehouse Pickup and Delivery Service

Except as otherwise provided herein, when a shipment is **delivered to or picked up at a warehouse (including third party warehouse and self-storage/mini-warehouse locations)**, the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

Please refer to Item 211 in section 2 of this tariff for application of charges to apply when North American enters the warehouse, at the shipper's request, for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper. (Please refer to Item 207 for application of Storage-In-Transit charges.)

Item 113 Prohibited and Restricted Articles

1. North American shall not accept for shipment:
 - a. any property that is liable to contaminate or otherwise damage equipment or other property;
 - b. articles which cannot be taken from the premises without damage to the article or the premises; nor,
 - c. perishable articles, including frozen foods, articles requiring refrigeration, or perishable plants, except as provided in Paragraphs 2, 3, and 4 below.
2. Frozen food shall be accepted for transportation provided:
 - a. The food is contained in a freezer which, at the time of loading, is at normal deep-freeze temperature.
 - b. The shipment is to be transported no more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
 - c. No storage of the shipment is required.
 - d. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of North American.
3. Perishable plan shall be accepted for transport provided:
 - a. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 - b. No storage is required.
 - c. No preliminary or en route servicing or watering or other preservative method is required of North American.

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4. North American shall not be responsible for any perishable article included in a shipment without its

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knowledge.

5. North American shall not accept for shipment—under any circumstances—tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
6. Explosives or other dangerous articles shall not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper (or his/her duly authorized agent):

“This is to certify that the above articles are properly described by name, and are packed and marked, and are in proper condition for transportation according to the applicable regulations prescribed by the Department of Transportation.”
7. When North American or its agent believes that it is necessary for the contents of packages to be inspected, North American or its agent shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

Item 114

Impractical Operations and Application of Shuttle Service

PART A: IMPRACTICAL OPERATIONS

Nothing in this tariff shall require North American to perform any service at any point or location where, through no fault or neglect of North American, the furnishing of such services is impracticable because:

1. The conditions of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
2. Loading or unloading facilities are inadequate;
3. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance would:
 - a. subject operations to unreasonable risk of loss or damage to life or property; or,
 - b. unreasonably jeopardize the ability of North American to render linehaul or pickup or delivery or any other service from, to or at other points or locations
4. North American's hauling contractors, employees, or agents are precluded, for reasons beyond North American's control, from entering premises where pickup or delivery is to be made;
5. Local, state, or federal restrictions, regulations, or laws prohibit performance of such services by linehaul equipment;

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6. When service is impractical for reasons stated in this rule, and service can be completed through the employment of services of a third party, please see Item 115.

PART B: APPLICATION OF SHUTTLE SERVICE

1. It is the responsibility of the shipper to make his/her shipment accessible to North American and to accept delivery from North American at a point at which the road haul vehicle may be operated safely.
2. When it is physically impossible for North American to perform pickup of a shipment at the shipper's origin address or to complete delivery of the shipment at the destination address with normally assigned road haul equipment—due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment—North American shall hold itself available at the point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
3. Upon request of the shipper, consignee, or owner of the goods, North American shall use or engage smaller equipment than its normal road haul equipment and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer (normally North American's nearest warehouse or storage facility) to or from North American's road haul equipment. Please refer to Section 2, Item 203, for the application of shuttle and/or extra labor charges, which shall be in addition to all other transportation and accessorial charges.
4. If the shipper does not accept the shipment at the nearest point of safe approach by North American's road haul equipment to the destination address, North American may place the shipment or any part thereof that is not reasonably possible for delivery, in storage at its nearest available warehouse, or, at North American's option, in a public warehouse, subject to a lien for all lawful charges. North American's liability shall cease when the shipment is unloaded into the warehouse, and the shipment shall be considered as having been delivered.
5. Transportation charges to cover the movement of the shipment or part thereof from the point at which it was originally tendered to a warehouse location shall be computed on basis of the shipment's weight or that part of the shipment placed in storage, subject to applicable tariff rates from the point at which it was originally tendered to warehouse location, which shall be in addition to charges from the initial point of origin to the point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from the warehouse shall constitute a new shipment.

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Item 115
Advancing Charges

1. Charges advanced by North American for services of others engaged at the request of the shipper or required by federal, state, or local law—including but not limited to:
 - a. obtaining agricultural quarantine inspections,
 - b. obtaining permits required for legally transporting articles that are over-width, over-height, over-length, or any combination thereof, including the use of one or more flagmen and/or escort vehicle(s) (please see Note 1 below), and
 - c. services that North American is not qualified to perform safely . . . ,shall be supported by carrier with a copy of the invoice, documenting services rendered, charges and basis thereof, together with reference to the applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to, and shall be collected with, all other lawful rates and charges.

All such advance charges shall be supported by paid receipts and apply in addition to all other applicable tariff charges.
2. Charges also shall be advanced by North American for expenses that it incurs as a result of services performed that are subject to officially assessed state or local fees or taxes, such as sales taxes, use taxes, and debris disposal or recycling fees. Charges so advanced are in addition to, and shall be collected with, all other lawful rates and charges.
3. Toll charges shall be advanced by North American for expenses that it incurs as a result of transiting bridges or ferries that are subject to officially assessed federal, state, county, or local use fees (Please see Notes 2 and 3 below).
4. When such services are performed at any point in Canada, the charges advanced by North American shall be increased by 10%, subject to a minimum additional charge as provided in the tariff software.

Note 1: Item 202 (Waiting Time Charges) also shall apply during any hour of the day, including Saturdays and Sundays, without any allowable waiting time, when North American is prevented by law, regulations, or otherwise from performing over-the-road transportation due to the nature of the over-dimension article(s). The waiting time charge may be applied at origin, destination, or en route and may apply more than once on a shipment.

Note 2: Except as otherwise specifically provided herein, the advancement of tolls is restricted to bridges or ferries that are subject to officially assessed federal, state, county, or local use fees. Highway and turnpike tolls and other service charges shall not be advanced by North American (please see Exception below).

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Exception: Shipments transported 1) from or to Plantation, Fl or Islamorada, FL and points south and west in the Florida Keys, and 2) from or to certain points in Canada shall be subject to a transportation Service Charge, which shall apply in addition to any applicable bridge and ferry charges, based on the weight on which the linehaul transportation charges are based. When only a portion of the shipment is transported via the route named in this exception, the charge shall be based on the weight of such portion, subject to applicable minimum weights.

Note 3: When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, please refer to Item 213.

Item 116
Definition of Holidays

Except as otherwise specifically provided in this tariff, reference to the term "holiday" shall be the date on which such Canadian, U.S. National or officially declared State holidays are observed.

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Charges for holidays in this tariff shall apply only when service is rendered within a State on such observed holiday date.

U.S. Holidays	Canadian Holidays
New Year's Day – January 1	New Year's Day – January 1
Martin Luther King, Jr. Day – third Monday in January	Good Friday – Friday before Easter
Washington/Lincoln Day (Presidents Day) – third Monday in February	Victoria Day – Monday before May 24
Memorial Day – last Monday in May	St. Jean Baptiste Day – June 24 (Quebec only)
Independence Day – July 4	Dominion Day – July 1
Labor Day – first Monday in September	Civic Day – first Monday in August
Columbus Day – second Monday in October	Labor Day – first Monday in September
Veterans Day – November 11	Thanksgiving Day – second Monday in October
Thanksgiving Day – fourth Thursday in November	Armistice Day – November 11
Christmas Day – December 25	Christmas Day – December 25
January 20 of each fourth year after 1965 – Inauguration Day at any point in the District of Columbia only	Boxing Day – December 26.

Item 117

**Procedures Governing the Processing, Investigation, and Disposition
of Overcharge, Duplicate Payment, or Over collection Claims**

SECTION 1: APPLICABILITY

The regulations set forth in this rule govern the processing of claims for over-charge, duplicate payment, or over collection for the transportation of property in interstate or foreign commerce by motor common carriers and freight forwarders licensed by the Department of Transportation.

SECTION 2: DEFINITIONS

- a "Carrier" refers to a motor common carrier or freight forwarder licensed by the Department of Transportation.
- b "Overcharge" refers to an over-charge as defined in Sections 204a (6) and 406a (6) of 49 CFR 1008. It also includes duplicate payments as defined in Paragraph 3 and over-collections as defined in Paragraph 4 of this section when a dispute exists between the parties concerning such charges.
- c "Duplicate payment" refers to two or more payments for transporting the same shipment. When 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.
- d "Over collection" refers to the receipt by a household goods carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of household goods as defined in 49 USC 13102 (10) and 10102 (11) in carrier's applicable tariffs.
- e "Unidentified payment" refers to a payment which North American 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.
- f "Claimant" refers to means any shipper or receiver, or its authorized agent filing a request with the carrier for the refund of an over-charge, duplicate payment, or over-collection.

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SECTION 3: FILING AND PROCESSING CLAIMS

- a A claim for over-charge, duplicate payment, or over-collection 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.

SECTION 4: DOCUMENTATION OF CLAIMS

- a Claims for over-charge, duplicate payment, or over-collection shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 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 over-collection 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 the 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 5. (c) to obtain the additional information required.
- e The 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 that indemnifies the carrier for subsequent duplicate claims that might be filed and supported by the original documents.

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SECTION 5: INVESTIGATION OF CLAIMS

- a. Upon receipt of a claim—whether written or otherwise—the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6.
- b. If the carrier discovers an over-charge, duplicate payment, or over-collection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9.
- c. In the event that 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 8.

SECTION 6: CLAIM RECORDS

Upon receipt of a claim, the carrier shall create a separate file and assign it a successive claim file number, subsequently noting 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 7. If pertinent to the disposition of the claim, the carrier also shall note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

SECTION 7: ACKNOWLEDGMENT OF CLAIMS

Within 30 days after receiving a written claim, the carrier shall acknowledge its receipt in writing to the claimant—except when 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 also shall enter this date on the face of the written claim, which shall be placed in the file for that claim.

SECTION 8: DISPOSITION OF CLAIMS

Within 60 days after receiving a written claim, the carrier shall pay, decline to pay, or settle the claim—except when the claimant and the carrier agree in writing to a specific extension based on 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 its investigation.

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SECTION 9: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVER-CHARGES, DUPLICATE PAYMENTS, AND OVER-COLLECTIONS NOT SUPPORTED BY CLAIMS

- a. (1) The carrier 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 60 days of receipt of the payment and request information which shall enable it to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment of freight charges in fact owed to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.
- (2) Notice shall be in writing and shall clearly indicate that it is a 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 is able to provide. The final notice also must inform payor that:
- (i) applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and
 - (ii) following the 90-day period the regular claims procedure shall be applicable.
- (3) Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days:
- (i) make a complete refund of such funds to the payor; or
 - (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or
 - (iii) notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due to 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 claim procedure under this rule.
- (4) When a carrier that participated 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 linehaul) discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or over-collection 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 over-payment. The carrier that collected the charges shall then refund the amount of the over-payment to the person who paid the transportation charges or to the person who made duplicate payment within 30 days from the date of such discovery or notification.

Item 118
**Collection of Freight Charges on Household Goods Shipments
Involving Loss or Destruction in Transit
and on Shipments Transported on More Than One Vehicle
(Please see Note 1)**

1. North American shall not collect, or require a shipper to pay, any published freight charges (including any charges for accessorial or terminal services) when that shipment is **totally** lost or destroyed in transit. The provisions of this item shall apply only to the transportation of household goods as defined in Note 1 below. Notwithstanding any other provisions of this item, North American shall collect, and the shipper shall be required to pay, any specific valuation charge that may be due. This item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
2. In the event that any portion, **but less than all**, of a shipment of household goods is lost or destroyed in transit, as a motor common carrier of household goods in interstate or foreign commerce North American shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit.

To calculate the charges applicable to the shipment as delivered, North American shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper. If the charges computed in this manner exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in Note 1 below. Notwithstanding any other provisions of this paragraph, North American shall collect, and the shipper shall be required to pay, that portion of any accessorial or terminal services rendered which corresponds to the portion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. North American shall determine, at its own expense, the portion of the shipment not lost or destroyed in transit.

3. Whenever a collect-on-delivery shipment of household goods, as defined in Note 1 below, is **transported on more than one vehicle**, North American delivering such split or divided shipment shall observe the following requirements of subparagraphs a, b, or c in the collection of the charges:
 - a At North American's option, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle may be deferred until all portions of the shipment are delivered; or,

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- b Providing that the charges for the entire shipment have been determined, North American may collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment tendered for delivery; or,
 - c In the event that the charges due to North American for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, North American shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by North American for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.
4. In the event of the loss or destruction of **any part** of a shipment being transported on **more than one vehicle**, the collection of charges as provided in paragraph 3 of this item shall also be in conformity with the requirements of paragraphs 1 and 2 of this item.

Note 1: This item applies only to residence-to-residence moves and other shipments transported under paragraph (1) of Item 102, Commodity Description of household goods).

Note 2: This item shall take precedence over corresponding provisions of Item 109 (Payment).

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Item 199
Explanation of Abbreviations and Reference Marks
For Standard Use Throughout This Tariff

U.S. State Abbreviations

<i>Abbr.</i>	<i>State</i>	<i>Abbr.</i>	<i>State</i>	<i>Abbr.</i>	<i>State</i>
AL	Alabama	KY	Kentucky	NE	Nebraska
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	MA	Massachusetts	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	ME	Maine	PA	Pennsylvania
CT	Connecticut	MI	Michigan	RI	Rhode Island
CO	Colorado	MN	Minnesota	SC	South Carolina
DC	Washington DC	MO	Missouri	SD	South Dakota
DE	Delaware	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NV	Nevada	UT	Utah
HI	Hawaii	NH	New Hampshire	VA	Virginia
ID	Idaho	NJ	New Jersey	VT	Vermont
IL	Illinois	NM	New Mexico	WA	Washington
IN	Indiana	NY	New York	WI	Wisconsin
IA	Iowa	NC	North Carolina	WV	West Virginia
KS	Kansas	ND	North Dakota	WY	Wyoming

Canadian Province and Territory Abbreviations

<i>Abbr.</i>	<i>Province</i>	<i>Abbr.</i>	<i>Province</i>
CN	Canada		
AB	Alberta	NT	Northwest Territories
BC	British Columbia	NU	Nunavut
MB	Manitoba	ON	Ontario
NB	New Brunswick	PE	Prince Edward Island
NF	Newfoundland	PQ	Quebec
NL	Newfoundland & Labrador	SK	Saskatchewan
NS	Nova Scotia	YT	Yukon Territory

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Reference Marks

Abbr.	Province	Abbr.	Province
ADD or ADD'l	Additional	LB(s)	Pound(s)
A.M or a.m.	Ante Meridian	M.C.	Motor Carrier
CFT	Cubic Foot	MIN.	Minimum
CN	Canada	NO.	Number
COD	Collect on Delivery	O/T	Overtime
CONC	Concluded	Pack/Unpack	Packing or Unpacking
CONT	Continued	P/D	Pickup or Delivery
CWT	Hundredweight	PK	Packing
d/b/a	Doing Business As	P.M or p.m.	Post Meridian
EA	Each	REG	Regular
EAN	Except as Noted	SIT	Storage-in-Transit
EX.P/D	Extra Pickup or Delivery	STB	Surface Transportation Board
HGB	Household Goods Carriers' Bureau	Thru	Through (inclusive)
DOT	Department of Transportation	UN/PK	Unpacking
Inc	Inclusive	U.S.	United States
Jct	Junction	USPS	United States Postal Service
		W/T	Waiting Time

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Section 2 – Rates and Charges

Application of Transportation Charges

The transportation charges in this tariff include the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination; they do not include the Additional Services named in Sections 1 and 2 of this tariff.

The transportation charges apply on a seasonal basis; higher Peak Season charges apply on shipments picked up on May 15 through September 30 of each calendar year. The transportation charges do not include the Additional Services named in Sections 1 and 2 of the tariff. (Except for Pickup or Delivery of Storage-in-Transit Shipments transported under Item 210, the linehaul transportation charges on **all first-proviso** shipments picked up for delivery to SIT, or delivered from SIT during the period of May 15 through September 30 of each calendar year shall be subject to the Peak Season transportation charges provided in the tariff.)

The transportation charges apply for the transportation of household goods between points in the United States and Canada as provided for in Item 101 of the tariff. The charges apply between U.S. postal zip codes and between U.S. postal zip codes and Canadian postal codes. In order to display all of the thousands of possible zip code and postal code combinations, the transportation charges are contained in the electronic software portion of the tariff, rather than in a paper format.

Application Of Additional Services

Except as may otherwise be specifically provided for, the Additional Services rates and charges provided for in this section apply throughout the United States and Canada and are in addition to all other rates in the tariff.

This section of the tariff describes the application of the Additional Services items, and the electronic software portion of the tariff provides the specific charges that apply.

Notes To Apply:

The Transportation Charges apply for shipments of Household Goods consisting entirely of articles embraced in Paragraphs 1 and 2 of Item 102; Mixed Shipments of Household Goods embraced in Paragraphs 1 and 2 of Item 102.

1. The transportation charges and additional service rates and charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 301 shall apply in addition to the transportation charges.
2. If the United States or the Canadian Postal Service changes a three-digit code area of a postal zip code or a Canadian Postal Code after the effective date of this tariff, the old 3-digit code area shall be used for rating

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purposes until a new corresponding 3-digit code area is incorporated into a revised edition or a supplement to this tariff, including the electronic software portion.

3. Transportation charges apply based on the actual weight of the shipment plus the weight additives named in Item 217, when applicable, subject to the minimum weights provided in the rules of the tariff.
4. Canadian Origin and Destination Charges (Item 205) include customs clearance but do not include storage-in-transit, brokerage fees, or the cost of any other services required to be performed by third-parties. If customs clearance requires that any cargo be unloaded/reloaded on the vehicle, such service shall be provided by North American at the Labor rates in Item 202. When shipments move in bond, the charge for Waiting Time (Item 202) shall apply while holding the shipment, pending the arrival of Customs officials for clearance prior to delivery. The shipment may be placed in storage-in-transit at North American's option. Bonded storage service shall be provided at the shipper's request, subject to the charges named in the tariff software, in addition to the charges provided in Item 207.
5. Transportation charges on Canadian shipments requiring United States Customs clearance at a point other than final destination shall be assessed on the mileage from origin to final destination via the required United States Customs clearance point.
6. The transportation charges in the tariff also apply **between** points in the 48 contiguous United States (including the District of Columbia) **and** points in Alaska (via motor-water-motor routes), as provided for in the software.
7. For contract shipments, rates and charges shall be applied based on the load-from-residence date. For non-contract shipments, rates and charges shall be applied based on the date that the shipment is registered in North American's operating system.

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Item 200
General Price Adjustment

A periodic General Price Adjustment (GPA) shall apply on all rates and charges named in this tariff as provided herein.

1. Effective January 1 of each calendar year, the rates and charges in this tariff shall be subject to a General Price Adjustment as determined by the selected U.S. Department of Labor indices for a preceding 12-month annual basing period (e.g., from August to August).
2. Applicable U.S. Department of Labor indices are as reported on the Bureau of Labor Statistics website (www.bls.gov) as follows:
 - a. *CPI Index* information is based on the Consumer Price Index, for All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, for All Items (less Food and Energy), Series ID cuur0000SA0L1E.
 - b. *CEU Index* information is based on the average hourly earnings of production workers in the National Employment Index for Hours and Earnings, not seasonally adjusted, for Transportation and Warehousing, specialized freight trucking, under NAICS Code 4842, Series ID ceu4348420008.
3. The General Price Adjustment shall be based on the increase in the CEU times .41 (representing the labor portion of North American's expenses) plus the increase in the CPI times .59 (representing the reciprocal of .41), as specified in Paragraph 2, from August to August of each subsequent calendar year. For example, the basing period shall be August 2006 to August 2007 for the January 1, 2008 adjustment.
4. To determine the General Price Adjustment to apply, first determine the unadjusted indexes (August to August basing period) for each index (CPI and CEU) applicable at the beginning and at end of the specified basing period.

Second, to determine the percentage increase in the CEU, subtract the beginning CEU from the ending CEU and divide that answer by the beginning CEU. Multiply that answer by .41.

Third, to determine the percentage increase in the CPI, subtract the beginning CPI from the ending CPI and divide that answer by the beginning CPI. Multiply that answer by .59.

Finally, add the two weighted subtotals together to determine the GPA percentage increase/decrease to apply. The GPA calculation shall be rounded to nearest tenth of percent according to normal rounding procedures.

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Example:

	<i>August 2003</i>	<i>to August 2004</i>	<i>% Change</i>	<i>times</i>	<i>Factor</i>	<i>= GPA</i>
CPI Index =	193.50	196.80	1.71	X	.59	1.0
CEU Index =	15.11	15.21	0.70	X	.41	0.3
					GPA Total =	1.3 GPA

The General Price Adjustment (GPA) shall apply for all shipments loading beginning on the following January 1 through December 31.

5. Notwithstanding any other provisions of the tariff, the General Price Adjustment shall **not** apply to the provisions of Item 301 (Released and Declared Shipment Value).

Item 201
Container Service

Except as otherwise provided, Container Service charges apply at the location where the service is provided when North American performs packing, unpacking, debris removal, crating, or uncrating service for the shipment (please see Notes 1, 2 and 6).

Please Refer to the tariff software for the applicable Container Service charges defined in Parts 1, 2, 3, and 4 of this Item.

PART 1 – FULL-SERVICE PACKING (Please see Note 6)

Full-Service Packing includes *all of the cartons; containers and packing service required* and provided by North American to pack the shipment for interstate transportation (Please see Note 7).

Full-Service Packing rates apply based on the net weight of the shipment and include all cartons and containers furnished by North American and the packing of such cartons and containers. All cartons and containers remain the property of the consignee. If the consignee (or his/her agent) requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for Full-Service or Custom Service Unpacking, as requested by the shipper, in addition to the rates for Full-Service Packing. If North American is requested to perform Full-Service Unpacking on a date after the date of delivery, a minimum charge shall apply.

Full-Service Packing charges do **not** include crating service. Please refer to Part 4 of this item for crating service provisions.

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The charges in this Part apply based on the weight of the shipment. The weight (please see Note 3) of motor passenger vehicles (automobiles, pickup trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles) and any weight additives applicable in Item 217, shall be deducted from the shipment weight prior to determining the Full-Service Packing charges contained in this Part.

PART 2 – CUSTOM SERVICE PACKING (Please see Note 6)

Custom Service Packing applies on a per-carton basis for individual cartons and containers requested by the shipper (or his/her agent) and provided by North American to pack items not packed by the shipper.

Custom Service Packing rates apply on a per-carton basis, and include the cartons and containers furnished and the packing of such cartons and containers furnished by North American when the shipper elects to pack a portion but not an entire shipment (Please see notes 4 and 5). All cartons and containers remain the property of the consignee.

Custom Service Packing shall not apply when the shipper has requested Full-Service Packing as described in Part 1 of this item. If the consignee (or his/her agent) requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for Custom Service Unpacking in addition to the rates for Custom Service Packing. If North American is requested to perform Custom Service Unpacking on a date after the date of delivery, a minimum charge shall apply.

Custom Service Packing rates do **not** include crating service; please refer to Part 4 of this item for crating service provisions.

In the event that two or more cartons or containers must be joined because of the size, shape, or character of the item(s) to be packed, each such container or carton that is so joined shall be counted as one carton for rating purposes. For example, if three (3) corrugated containers are joined to pack an oversized painting, the number of containers used for rating purposes would be three (3).

When cartons with a capacity of more than 3 cubic feet are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated. In applying rates for mattress cartons, if the size furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size shall apply.

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DESCRIPTIVE APPLICATION OF PARTS 1 AND 2

1. Apply Full-Service Packing charges when the shipper elects to have North American pack the entire contents of the shipment (or if the shipper plans on self-packing only a few items). For example, if the shipper plans on packing important papers, heirloom silverware, and some of his/her children's toys, he/she should select Full-Service Packing. Full-Service Packing does not apply to items that are not normally packed for transit service, such as items that are blanket-wrapped.
2. Apply Custom Service Packing charges when the shipper elects to pack a portion but not all of the contents of his/her shipment and directs North American to pack only selected Items (e.g., breakable, valuable, or fragile Items.) For example, if the shipper plans on packing all of his/her folded clothing, shoes, linens, quilts, pillows, books, pots and pans, flatware, and all of their other non-breakable household items, he/she should select Custom Service Packing.
3. The shipper shall designate either Full-Service Packing or Custom Service Packing based on these or similar examples and the circumstances of his/her move before packing/loading begin.

PART 3: DEBRIS REMOVAL SERVICE

Debris Removal Charges shall apply when North American is requested by the shipper to perform debris removal of shipper-unpacked cartons subsequent to the date of delivery.

When debris removal is performed in conjunction with unpacking service, a debris removal charge shall not apply for the cartons unpacked by North American.

Debris removal service performed subsequent to delivery must be performed within thirty (30) days of the delivery date.

PART 4: CRATING SERVICE

Crating Service charges apply when North American is requested to provide crates (specially constructed for mirrors, paintings, glass or marble tops, and/or similar fragile articles) based on the gross measurement of the crate (subject to a minimum of four (4) cubic feet). The packing service charge for crates includes the construction and packing of such crates, which remain the property of the consignee. Separate charges apply for the unpacking of crates.

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In the event that North American does not possess qualified personnel to construct such crates, North American shall, upon request of the shipper, owner, or consignee, and as their agent, engage a third party to construct such crates. All charges for services provided by third parties must be paid by the shipper and apply in lieu of the crating and/or uncrating charges contained in this item. Such charges shall be advanced by North American and billed as an advanced charge in accordance with Item 115 (Advancing Charges).

Note 1: **Extra Stops** – On shipments picked up or delivered at more than one location, the initial point of origin and the final point of delivery shall be the basis for the determination of rates and charges under this item.

Note 2: **Overtime Hours** – Container Service charges for packing, unpacking, debris removal, and crating/uncrating apply when service is performed during regular service hours, which, for purposes of this Item, are defined as between 8:00 a.m. and 5:00 p.m., Mondays through Fridays (excluding Holidays). **When service is performed on Saturdays, Sundays, or Holidays, or between the hours of 5:00 p.m. and 8:00 a.m., Mondays through Fridays, charges for overtime service shall apply.**

Note 3: **Determining Weights** – North American may substitute the manufacturer's weight for automobiles, pickup trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles in lieu of obtaining separate weight tickets on these articles whenever such articles are included in a shipment. The manufacturer's weight shall be obtained from either the Branham Automobile Reference Book, the National Automobile Dealer's Association Official Used Car Guide, or from other appropriate reference sources of manufacturer's weight or the shipper may provide North American with copies of the manufacturer's documents evidencing the weight of the article included in a shipment.

Note 4: **Cartons Furnished by Shipper** – Container Service rates in this item apply **only** for cartons and containers that are furnished by North American. Extra Labor rates contained in Item 202 apply for the packing and/or unpacking of cartons or containers furnished by the shipper and packed or unpacked by North American, except as provided in Note 7.

Note 5: **Rates Not Applicable for Cartons or Containers Only** – The rates provided do **not** apply for containers or cartons that are supplied but not packed by North American.

Note 6: **Non-Alternation of Rates** – The provisions of Parts 1 or 2 of this item apply at the election of the shipper prior to the commencement of packing and/or loading on a per shipment basis; except as otherwise specifically provided, the rates named in each Part do not alternate with the rates in any other Part.

Note 7: **Repacking Shipper Cartons under Full Packing Service** – When North American is required to re-pack cartons or containers that have been packed by the shipper in order to insure safe transportation, Item 202 (Extra Labor) rates shall apply for the time spent unpacking such shipper packed cartons (Item 202 charges apply **only** for the time spent opening and removing the contents of the shipper-packed cartons; no additional re packing or carton charges apply for such cartons because these charges are already included in the Full-Service Packing charges for the shipment).

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Item 202
Extra Labor, Special Services, and Waiting Time

The hourly rates named herein shall apply for services performed by North American—except as otherwise specified herein. Rates apply based on the location where the service is performed, pursuant to the stop-off provisions of Item 212.

It is the responsibility of the shipper for removal or placement of property from or to attics, basements, and other locations, and to make property available to North American where the location of property and goods to be shipped or delivered is:

- (1) not accessible by a permanent stairway (does not include ladders of any type);
- (2) not adequately lighted;
- (3) does not have a flat continuous floor; and/or
- (4) does not allow a person to stand erect.

If the shipper or owner requests and North American agrees to removal or placement of property from or to such areas not readily accessible, the application of this item shall apply as noted below.

EXTRA LABOR

Extra Labor charges shall apply when North American performs any services that are requested by the shipper or his/her agent, **that are not included in the transportation charges**, and for which there are no other applicable charges in the tariff.

- (1) Extra labor charges apply per worker per hour on both a regular time and an overtime basis.
- (2) Regular time rates apply when service is provided between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. (Please refer to Item 116 for definition of Holidays.)
- (3) Overtime hours apply when service is performed
 1. between 5:00 p.m. and 8:00 a.m. Monday through Friday, excluding Holidays;
 2. during any hour on Saturdays, Sundays or Holidays; or
 3. during any hour on Good Friday when service is provided in the New York City area (zip codes 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

REMOVING AND/OR DISASSEMBLING AND REASSEMBLING

The transportation charges in this tariff do **not** include any special services or labor required to:

- (1) remove any article(s) embedded in the ground or secured to a building (i.e., floor, ceiling, roof, or wall);
or

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- (2) disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shanks, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to insure their safe transportation.

At the request of the shipper (or his/her agent), North American shall provide such special services at the rates named in this item (Please see Notes 1 and 2), subject to its ability to furnish qualified personnel.

The transportation charges in this tariff include only services performed by North American to accomplish the bracing/stabilizing (and de-bracing/destabilizing) of moveable parts in or on appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets, and air conditioners), which, if not properly serviced prior to loading, could be damaged in or incident to transit.

It is important to note that the servicing and re-servicing of appliances and other household articles does **not** include:

- (1) any special service or labor (e.g., plumbing, electrical, carpentry, gas or ventilation connections, etc.) required to disconnect or reconnect such appliances and other household article(s) embedded in the ground or secured to a building (i.e. floor, ceiling, roof, or wall); or to disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shanks, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to ensure their safe transportation.

Any special service or labor (plumbing, electrical, carpentry, gas or ventilation connections, etc.) required to disconnect or reconnect such appliances and other household articles from or to the premises; and/or any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which if not properly serviced **prior** to loading, could be damaged in or incident to transit.

Under the provisions of Item 115 (Advancing Charges), North American shall advance charges for these services.

At the request of the shipper, (or his/her agent), North American shall provide such special services or labor, mentioned in (1) above, at the rates named in this item (Please see Notes 1 and 2), subject to North American's ability to furnish qualified personnel.

RIGGING, HOISTING, AND LOWERING SERVICES

If, in North American's judgment, it is necessary to use rigging, hoisting, or lowering services in order to accomplish the pickup or delivery of the shipment or any portion thereof, North American shall perform such services at the rates named in this item, subject to North American's ability to furnish equipment and qualified personnel (Please see Note 1).

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If North American is unable to furnish or secure the equipment or qualified personnel, the shipper, owner, or consignee of the shipment shall be responsible for arranging such service.

WAITING TIME

Charges for waiting time shall apply on an hourly basis for each hour that North American provides waiting time service.

1. Charges for waiting time, when not the fault of North American, apply between the hours of 8:00 a.m. and 5:00 p.m. only, subject to an allowance of two (2) hours of free waiting time at destination. After the expiration of the two (2) hours of free waiting time, additional waiting time shall be provided at the rates named herein, subject to North American's convenience. If North American is unable to provide additional waiting time, the shipment may be placed into storage, pursuant to Item 207.
2. When the shipment is delivered from SIT under the provisions of Item 210 of the tariff, the allowable free waiting time provisions provided in paragraph 1 above shall not apply.
3. Charges apply per hour for each vehicle, each driver, and each helper furnished North American, provided that waiting time shall apply only for helpers after delivery has been scheduled and attempted, and then only for the balance of that same day. If the shipper requests waiting time before it is necessary to obtain helper(s), the labor charge for helpers shall not apply. Helpers are defined to include co-drivers and permanent helpers.
4. Charges do not apply on Sundays, or on National or State holidays—except when a Sunday or holiday pickup or delivery is specifically requested by the shipper. (Please refer to Item 116 for a definition of Holidays.)
5. When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, please refer to Item 213.

Note 1: If North American does **not** possess personnel qualified to perform the specific special service(s) requested, as described in this item, North American shall engage a third party to perform such service upon request of the shipper (or his/her agent).

All third party charges must be paid by the shipper, and are in addition to all other applicable tariff charges. Such charges shall be advanced by North American under the provisions of Item 115 (Advancing Charges).

Note 2: At the time of reconnecting or reassembling, the shipper is required to furnish any new hardware, nuts, bolts, or other materials necessary to perform the service.

Note 3: For applying charges for fractions of an hour for all services provided for in this item, please refer to Item 109.

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Item 203
Shuttle Service

When it is physically impossible for North American to perform pickup of the shipment at the origin address or to complete the delivery of the shipment at the destination address with normally assigned road haul equipment, Shuttle Service charges shall apply for additional pickup or delivery services requested by the shipper, subject to the provisions of Item 114 (Impracticable Operations and Application of Shuttle Service).

Except as otherwise provided, Shuttle Service charges shall apply at the point where the service is performed, pursuant to the stopoff provisions of Item 212. The charges shown include the cost of the shuttle vehicle and the labor required to perform the shuttle service.

Other additional services may apply, depending on the circumstances and conditions at the pickup and delivery locations. These include, but are not limited to: Waiting Time (Item 202), Extra Labor (Item 202), and Stopoffs (Item 212).

Shuttle Service Charges – The charges provided are applicable when Shuttle Service is performed at job sites (residences or storage locations) that are within 25 miles of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.

Additional Distance Charge – If the distance between the storage facility or the rental facility where the shuttle vehicle is rented or obtained and the job site is more than 25 miles, an additional charge applies for each 25 miles or fraction thereof. This charge is in addition to the shuttle charge otherwise provided for in this item. (If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the Additional Distance Charge does not apply.)

1. When Overtime Shuttle Service is requested by the shipper, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges shall not apply when service is performed for North American's convenience. The Overtime Shuttle Service Charges provided for herein are applicable **only** for the shuttle service operation; please refer to Item 206 (Overtime Loading and Unloading Service) for additional overtime charges that also may be applicable.
2. Charges apply based on the weight of the shipment, or portion thereof that is loaded or unloaded (plus weight additives of Item 217 when applicable), subject to a minimum weight of 1,000 pounds.
3. Pursuant to Item 108 of the tariff, Mileage Guide 19 shall be used to determine the distance-based rates in this Item.

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Item 205
Origin and Destination Service Charges

APPLICATION

All shipments shall be subject to an Origin and Destination Service Charge, which shall apply once at origin and once at destination based on the total weight of the shipment (Please see Notes 2 and 4 below) on a per hundredweight basis. The Origin and Destination Service Charges apply for the handling and servicing of the shipment at the origin and destination residence and/or third party storage or other such facility, whether inside or outside a building, provided that such places are safe and accessible to North American's personnel.

If additional services (such as, but not limited to Extra Labor, Waiting Time, Shuttle Service, Light and Bulky Articles, Overtime Pickup and Delivery, or Pickup and Delivery Service Applicable at Third Party and Self-Storage Warehouses) are requested or necessary to complete the handling and servicing of a shipment, they shall be performed subject to the conditions, rates, and charges named in Sections 1 and 2 of the tariff, and shall apply in addition to the charges named herein.

- Note 1: Origin and Destination Service Charges shall apply on a per-hundredweight (cwt.) basis, based on the weight at which the transportation charge is based.
- Note 2: On shipments picked up or delivered at more than one place, the initial point of origin shall be the basis for determining charges at points of extra pickup; the final point of delivery shall be the basis for determining charges at points of extra delivery and the total (combined) net weight of the shipment shall be the basis for determining charges under this Item.
- Note 3: On diverted shipments, the initial point of origin and the final point of delivery (not the point of diversion) shall be the applicable points for determining charges under this item. On shipments that are diverted back to origin, the Origin Service Charge shall apply twice.
- Note 4: On storage-in-transit shipments, the initial point of pickup and the final point of delivery (not the point of storage) shall be the applicable points for determining the charges under this item. If the interstate shipment terminates at the storage facility, then the storage site shall be considered the final point of delivery.

Item 206
Overtime Loading and Unloading Service

Except as otherwise provided for and subject to applicable notes below, an additional charge for each overtime loading or each overtime unloading shall apply at the point where such service is performed, pursuant to the stopoff provisions of Item 212.

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Overtime loading and unloading charges shall apply on all shipments when service is provided on Saturdays,

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Sundays, and Holidays or between the hours 5:00 p.m. and 8:00 a.m., Monday through Friday, when this services is made necessary by:

- **Specific request of the shipper (or his/her agent).**
- **Landlord requirements.**
- **Prevailing laws and ordinances.**

Note 1: Overtime loading and unloading charges shall be based on actual weight, subject to a minimum of 1,000 pounds.

Note 2: Overtime loading or unloading charges shall not apply when service is performed for North American's convenience.

Note 3: Overtime loading or unloading services shall be rendered at North American's option.

Note 4: Overtime loading or unloading services shall be performed at a warehouse only when agreed to by the warehouseman.

Note 5: Overtime unloading charges shall not apply at destination when First Proviso shipments (as defined in paragraph 1 of Item 102) are delivered to a storage facility.

Note 6: Overtime loading and unloading charges also apply on Good Friday when service is rendered on that day in the New York City area (zip codes 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

Note 7: The provisions of this item do **not** apply when the overtime provisions of Item 210 (Pickup and Delivery Transportation Charges on SIT Shipments) are applicable.

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Item 207
Storage-in-Transit

Storage-in-Transit charges are in dollars and cents per 100 pounds and apply based on the location of the facility where storage-in-transit service is provided—except as provided in Note 1 below. Charges for this service shall be based on the actual weight of goods stored in transit, subject to a 1,000-pound minimum—except as provided in Note 2 below.

Storage charges apply for each day of storage and apply each time that storage-in-transit service is rendered. Storage days shall include the day on which goods are placed in storage, and the day on which goods are removed from storage. If the goods are removed from storage on the same day that they're placed in storage, a one-day storage charge shall apply.

Note 1: North American shall provide Storage-in-Transit service at the location requested by the shipper (normally the county of origin or destination).

If storage facilities as requested are not available, the shipper shall be advised accordingly, and storage shall be effected at (a) the nearest available facility, or (b) otherwise agreed facility. Charges shall be assessed based upon the location of such agreed upon storage facility.

If North American elects, for its own convenience, to provide Storage-in-Transit service at a location that was not requested or agreed to by the shipper, charges shall be assessed based on the location as requested or agreed to by the shipper.

Note 2: The Storage-in-Transit charges on shipments or portions thereof moving under provision of Item 217 (Weight Additives) shall be based on the weight on which transportation rate is based.

Note 3: An SIT valuation charge equal to ten percent (10%) of the applicable shipment valuation charge named in Item 301 shall apply for each storage period of 15 days or fraction thereof, in addition to the charges named in this item.

Note 4: A shipment shall be considered SIT for a period up to 180 days, at which time the interstate nature of the shipment shall expire, and any future storage and handling charges shall be established by the agent providing the services.

No less than 10 days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in Note 4 of Item 207 for storage-in-transit, North American shall notify the shipper in writing,

- (1) of the date of conversion to permanent storage;
- (2) of the existence of a 9-month period subsequent to the date of conversion to permanent storage during which shipper may file claims against North American for loss and/or damage which occurred to the goods in transit or during the SIT period; and,

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- (3) that, on the date of conversion, North American's liability shall terminate, and the property shall be subject to the rules, regulations, and charges of the warehouseman. Said notification shall be by certified mail, return receipt requested.

For goods held in storage-in-transit for a period of time less than 10 days, North American shall give notification to the shipper, no less than 1 day prior to the expiration of the specified time during which the goods are to be held in such storage, of the information specified in (1), (2), and (3) above, and maintain a record thereof as part of its record of the shipment.

North American's failure or refusal to notify the shipper in accordance with the foregoing shall automatically effect a continuance of North American's liability pursuant to the applicable tariff provisions with respect to SIT, until the end of the day following the date upon which notice is given.

Note 5: Attempted Delivery from Storage

Compensation to North American for attempted delivery to residence from storage-in-transit when failure to deliver is not the fault of North American, shall be as follows:

- (1) *Round-trip distance from the storage facility to residence and return* – Item 210 (Pickup or Delivery Transportation charges on Storage-In-Transit Shipments), shall apply. (Pursuant to the provisions of Item 210, Mileage Guide 18 shall be used to determine the distance-based charges when the storage facility and the residence have the same first three digits in their zip/postal codes.)
- (2) *Storage-In-Transit* – A second first-day storage charge shall apply when the shipment is returned to storage-in-transit at the warehouse location. Storage charges shall continue to apply at the additional daily rate until shipment is removed or delivered from storage, except as provided in Item 207.
- (3) *Waiting Time* – The provisions of Item 202 shall apply if North American is required to wait at residence.

Item 209
Climate Controlled Service

Climate Controlled Service applies when, at the request of the shipper, North American provides climate-controlled service as described herein. Climate Controlled Service rates apply in addition to all other applicable tariff rates and charges, based on the zip code distance transported, subject to a minimum charge.

1. Climate-Controlled Service shall be rendered by insulated units equipped with air-ride suspension and mechanical units with self-contained power supply providing refrigeration, heating, and humidity control service.

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2. The transportation charge shall be based on a 10,500-pound minimum or actual weight, whichever is greater. If exclusive use of vehicle is ordered, the transportation charge shall be based on 7 pounds per cubic foot of vehicle space ordered or actual weight, whichever is greater—subject to Note 2 below.
3. North American shall furnish Climate Controlled units when requested by the shipper, subject to the availability of such equipment.
4. The equipment and vehicle offering Climate Controlled Service is such that North American cannot guarantee to maintain any specific degree or range of degrees of temperature or humidity control within such vehicle. North American makes no representations or holding out hereunder with respect to the maintenance by them of any specific degree or range of degrees of temperature or humidity control within such vehicles.

Note 1: Storage-in-transit cannot be applied to shipments moving under this Item.

Note 2: When exclusive use of a vehicle is ordered, the bill of lading must be signed by the shipper or his agent indicating that such specific service was ordered.

Item 210
**Pickup and Delivery Transportation Charges
on Storage-in-Transit (SIT) Shipments**

SIT pickup and delivery transportation charges apply for shipments stored in transit based on the location of the storage facility where the storage service is provided—except when provided for North American's convenience. The charges include pickup or delivery on storage-in-transit shipments, or portions thereof, as provided in Item 207.

1. In lieu of the provisions of Item 206, when the shipper requests **Overtime SIT Pickup or Delivery Service**, the overtime charges provided herein shall apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges shall **not** apply when service is performed for North American's convenience.
2. The Overtime SIT Pickup or Delivery Service charges provided herein do **not** apply when the distance between the storage facility and the pickup or delivery location is more than 50 miles; please refer to Item 206 (Overtime Loading and Unloading Service) for overtime charges to apply.
3. SIT Pickup and Delivery charges are subject to the minimum weights as provided for in this tariff—except for pickup or delivery of portions of the shipment, which shall be subject to a minimum weight of 1,000 pounds if not otherwise specified.

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4. SIT Pickup and Delivery charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. If the shipment is declared or released at a higher amount of valuation, the Valuation Charges provided for in Item 301 apply in addition to the charges in this item.
5. SIT Pickup and Delivery charges apply based on the actual weight of the shipment, or portion thereof that is placed into or removed from storage, **plus** any applicable weight additives as provided for in Item 217, subject to the minimum weight as provided for in the rules of this tariff.
6. The SIT Pickup and Delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility, but do not include any other Additional Services named in the tariff.
7. Pursuant to Item 108 of the tariff, Mileage Guide 19 shall be used to determine the distance-based rates when the storage facility is more than 30 miles from the residence.
8. When the distance between the storage facility and the residence is more than 50 miles, the provisions of this item shall not apply; in lieu thereof, the applicable transportation rates shall apply.

Item 211
Pickup and Delivery Service
Applicable at Third party and Self-Storage Warehouses

Except as otherwise provided herein, when North American picks up a shipment from, or delivers a shipment to, a third party warehouse (including self-storage/mini-warehouse locations), a charge shall apply when North American is requested to enter the warehouse for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper.

1. Charges apply at the point where the service is performed, pursuant to the Stopoff provisions of Item 212, based on the weight of the shipment, or portion thereof, that is placed into or removed from the warehouse, subject to a minimum weight of 1,000 pounds.
2. **When Overtime Warehouse Pickup or Delivery Service is requested by the shipper**, the overtime charges provided herein apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges shall **not** apply when service is performed for North American's convenience.

The Overtime Warehouse Pickup or Delivery Charges provided for herein are applicable **only** for the portion of the pickup and delivery service that is performed inside the warehouse space; please refer to Item 206 (Overtime Loading and Unloading Service) for additional overtime charges that also may be applicable.

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Item 212
Stopoffs and Diversions

Stopoffs – At the request of the consignee, consignor or owner, extra stops or calls shall be made at locations necessary to accomplish the extra pickup or extra delivery of portions of the shipment.

1. Extra stops or calls are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery. An **extra stopoff fee shall apply** for each extra pickup or delivery that is performed, in addition to the transportation and additional service charges provided in Paragraphs 2 and 3 below.
2. The transportation charges on shipments with extra pickups or extra deliveries shall be determined based on the weight of the total shipment, including any additional weight picked up or delivered at any stop-off(s), rated on zip-code-to-zip-code miles **from** the point of origin **to** point of destination **via** any stop-off point(s).
3. The rates for additional services performed in conjunction with any **extra pickup(s) shall be based on the additional service rates applicable at shipment origin**, and the rates for additional services performed in conjunction with any **extra delivery(s) shall be based on the additional service rates applicable at shipment destination**.

Diversions – Upon instructions from the consignee or owner, the shipment shall be diverted subject to the following terms and conditions. Carrier may require that all such instructions be in writing.

1. The term “diversion” as used herein refers to either:
 - a. A change (after loading of the vehicle) in the destination of the shipment outside of the postal zip code area (or the Canadian mailing code area) of the original destination; or
 - b. A change in the route at the request of the consignor, consignee, or owner.
2. When North American receives an order for diversion, diligent effort shall be made to locate the shipment and effect the change desired; however, North American shall not be responsible for failure to effect the change ordered unless such failure is due to error or negligence on North American’s part.
3. The transportation charges on shipments diverted to a new destination while the vehicle is en route or upon arriving at the original destination shall be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation charge from the point where the shipment was diverted to the final destination.
4. On shipments diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse shall be considered the destination point, and transportation charges to the warehouse shall be assessed under the provisions of paragraph 3 of this item. Charges for storage and further transportation shall apply based on the rates and charges named in this tariff.

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5. If instructions are received to divert a shipment that is in storage-in-transit, the shipment shall be rated as stated in paragraph 3 of this item. For rating purposes, the location of the storage facility shall be considered the diversion point.

Item 213
Ferry and Service Charges

Part A

When Ferry Service is required for the safe transport of the Household Goods the following shall apply:

1. The actual ferry charges shall be advanced by North American and billed to the shipper as an advanced charge, as provided in Item 115, in addition to the ferry and service charges provided herein.
2. When North American's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service shall be provided, subject to the charges and provisions named in Item 114, Part B, and Item 203.
3. Waiting time charges as provided in Item 202 of the tariff shall apply, commencing with the arrival of North American's vehicle at the ferry point of embarkation, continuing to apply during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions provided for in Item 202 shall not apply during the ferry waiting and transportation period described herein.

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Part B

Service Charges to apply for the following locations:

Provisions of this item apply when transportation is to, from, or via the following points: (zip code and postal codes noted)

United States:

Key West, FL – 330,331,332,334

Woods Hole, MA to Oak Bluffs or Martha's Vineyard, MA – 025

Woods Hole, MA to Nantucket Island, MA – 025

Canada:

Alberta - N. of Peace River – T0H

Fort McMurray, AB - TOP, T9H, T9J, T9K

Points north of Fort St. John, BC - V0C, V0W, V1J

Points in the Powell River, BC area - V9K

Points north of Revelstoke, BC via Hwy 23 - V0E

Points on the northern end of Vancouver Island, BC - V0N,V0P

Tolino, Ucluelet and Port Renfrew, BC - V0R

Points between Prince Rupert and Queen Charlotte Islands, BC - V0T, V8J

Wabowden, MB and points west via Hwys 391/392/395 - R8N

Points northeast of Wabowden, MB - R0B

Gillam, MB - R0B

Churchill, MB – R0B

Points north of Deer Lake, NF via Hwy 430/431 - A0K

Points south of Goobies, NF via Hwy 210 - A0E

Points north NF Hwy 1 via Hwys 320/330/340/410 - A0G, A0J

Points east NF Hwy 1 via Hwy 230 - A0C

Points south NF Hwy 1 via Hwy 360 - A0G, A0J

Armstrong, ON - P0T

Ear Fall, ON and points north via Hwys 105/125/618 - P0V

Points north of Ontario Hwy 17 via Hwy 599 - P0V

Points north of Amos, PQ via Hwy 61 - J0Y

Points northwest of St. Felicien, PQ - G0W, G8L, G8M, G8P

Points northeast of Tadoussac, PQ on St Lawrence River - G0G, G0H, G0T

Points north of Otter Rapids, SK via Hwy 2/102/105 - S0J,S0P

Points north of the intersection of SK Hwys 2,165 and 169 - S0E

Points north of SK Hwy 106 via Hwy 135 - S0E

Points north of SK Hwy 155 via Hwys 4/104/124/155/224 - S0M,S9X

Northwest Territory - X0A, X0B, X0C, X0E, X0G, X1A

Yukon - Y0A, Y0B, Y1A

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Item 214
Automobile Transport

Transportation Application

The rates and charges for the transportation of automobiles shall be treated as unique from the rates and charges associated with the transportation of household goods. The weight of the automobile shall not be considered in the application of weight based charges. Transportation charges for the shipment of an automobile will be a flat charge based on the mileage of the shipment. Miles are determined as prescribed in Item 108 herein.

The rates and charges will be dependent on the level of service noted on the Bill of Lading, and any additional accessorial services required as described below in Notes 1-8.

Service Definition 1 – Premier Class

Premier Class consists of Free Valuation as defined in Note C of Item 301, up to \$30,000 coverage. Excess coverage over \$30,000 shall be assessed at a rate of \$0.87 for each \$100 or fraction thereof. The shipper shall receive Home-to-Home service, quality care of vehicle, and choice of car carrier or on-van service with household goods. The shipper also shall receive delivery with household as specified in accordance with North American's transit guide. In the event that shipment is delayed, North American shall pay for the shipper to rent a comparable vehicle at a cost of up to \$50 per day, subject to Notes 5-10 of Item 306 (On-Time Pledge).

Service Definition 2 – Budget Class

Budget Class consists of free valuation as defined in Note C of Item 301, up to \$20,000 coverage, with a \$500 deductible. Excess coverage over \$20,000 shall be assessed at a rate of \$0.50 for each \$100, or fraction thereof. The shipper shall receive quality care of vehicle. North American reserves the right to select to transport the vehicle on a car carrier or inside a household goods van in order to best service the shipment and achieve on-time delivery. The vehicle shall be delivered to the shipper or to an North American agent's facility for pickup by the shipper, whichever is convenient for North American, within 14 days of pickup. In the event that the shipment is delayed beyond 14 days, North American shall pay for the shipper to rent a vehicle at a cost of up to \$30 per day, subject to Notes 5-10 of Item 306 (On-Time Pledge). If the vehicle is delivered to an North American agent, the agent shall notify the shipper that his/her vehicle is available for pickup. The shipper must pick up vehicle within 24 hours of notification by the North American agent in order to avoid storage charges as defined in Note 5 below.

Note 1: ***Oversize Vehicle Charge*** – Oversized vehicles are defined as vehicles with exterior dimensions exceeding 235 inches in length, 60 inches in height, and 84 inches in width. Vehicles exceeding any of these dimensions shall be subject to an additional charge of \$0.32 per mile with the following minimum charges based on vehicle height: 60 – 69 inches of height \$199.00, 70 – 74 inches of height, \$299.00, 75 – 79 inches of height \$449.00. Vehicles over 80 inches in height require a special quote.

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- Note 2: ***Inoperable Vehicles*** – In the event that the vehicle transported is inoperable or undriveable, premier class is the only available class of service available. An additional charge for towing may be assessed to the shipper equal to cost of service performed and supported with a receipt from the towing company.
- Note 3: ***Extra Stops*** – If the vehicle is to be picked up from or delivered to a location other than the origin or destination of the household goods, an additional stop charge shall be assessed.
- Note 4: ***Diversion*** – If the shipment is diverted to an alternate destination as described in Item 212, an additional stop charge shall be assessed.
- Note 5: ***Storage*** – If the shipper request storage of the vehicle at North American agent’s warehouse, the shipper shall be assessed a charge for each day of storage. If the shipper requests delivery of the vehicle from storage, he/she shall be assessed a charge for every 30 miles or fraction thereof.
- Note 6: ***Fuel Surcharge*** – A Fuel Surcharge shall apply to this item, when applicable, in accordance with Tariff Item 215. The fuel surcharge rate shall be applied to the mileage rate; additional oversize charge, if applicable; and drayage to or from storage at the rates specified in Item 215.
- Note 7: ***Discounting*** – Automobile Transportation rates and charges are not subject to discounts as described in Item 309.
- Note 8: ***General Price Adjustment*** – Automobile Transportation rates and charges are subject to the GPA as described in Item 200.

Item 215
Fuel-Related Surcharge-(Effective 2/15/10)

A Fuel-Related Cost Price Adjustment (Surcharge) shall apply on transportation charges as provided herein.

1. On the first Monday of each calendar month, the “national U.S. average” price per gallon of diesel fuel shall be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration’s (EIA) survey of “Retail On-Highway Diesel Prices.” This price shall be obtained by calling the DOE Fuel Hot-Line at 202-586-6966 or via the DOE website at www.eia.doe.gov. Also, please refer to www.promover.org for current fuel prices and additional information.
2. If the first Monday of the calendar month is a Federal holiday, the price shall be determined based on the stated DOE price available on the next business day (Tuesday).

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3. The DOE fuel price obtained shall then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that shall become applicable on the 15th day of the same month. The adjustment determined shall apply for shipments loaded beginning on the 15th day of the month and shall remain in effect through the 14th day of the following month, starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 2, is \$2.150 per gallon, a \$0.0004 per mile per hundred weight Fuel Cost Price Adjustment shall apply for shipments loaded as of June 15 through July 14, inclusive. Then, if the reported price of diesel fuel on Monday, July 7 increases to \$2.259 per gallon, a \$0.0006 per mile per hundred-weight Fuel Cost Price Adjustment shall apply for shipments loaded from July 15 through August 14, inclusive.

<i>When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:</i>	<i>The Fuel Cost Adjustment Factor that becomes effective on the 15th day of the same month is:</i>	<i>When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:</i>	<i>The Fuel Cost Adjustment Factor that becomes effective on the 15th day of the same month is:</i>
Less than \$1.95	\$0.0000	From \$3.75 to \$3.899	\$0.0025
From \$1.95 to \$2.099	\$0.0002	From \$3.90 to \$4.049	\$0.0027
From \$2.10 to \$2.249	\$0.0004	From \$4.05 to \$4.199	\$0.0029
From \$2.25 to \$2.399	\$0.0006	From \$4.20 to \$4.349	\$0.0031
From \$2.40 to \$2.549	\$0.0008	From \$4.35 to \$4.499	\$0.0033
From \$2.55 to \$2.699	\$0.0010	From \$4.50 to \$4.649	\$0.0035
From \$2.70 to \$2.849	\$0.0012	From \$4.65 to \$4.799	\$0.0037
From \$2.85 to \$2.999	\$0.0014	From \$4.80 to \$4.949	\$0.0039
From \$3.00 to \$3.149	\$0.0016	From \$4.95 to \$5.099	\$0.0041
From \$3.15 to \$3.299	\$0.0018	From \$5.10 to \$5.249	\$0.0043
From \$3.30 to \$3.449	\$0.0020	From \$5.25 to \$5.399	\$0.0045
From \$3.45 to \$3.599	\$0.0022	From \$5.40 to \$5.549	\$0.0047
From \$3.60 to \$3.749	\$0.0024	Over \$5.549	(See Note 1)

Note 1: If the DOE fuel price per gallon exceeds \$5.549, the \$0.0047 per mile per hundred weight fuel surcharge, subject to paragraphs 1 through 3 herein, shall be increased by an additional \$0.0002 for every 15 cents (\$0.15), or fraction thereof, per gallon increase in the price above \$5.549 per gallon. For example, if the DOE fuel price is \$4.50 per gallon and the shipment weight is 12,000 lbs and the length of haul is 1,100 miles, the fuel surcharge is \$462; 120cwt times 1,100 miles times \$.0035.

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Item 216
Insurance-Related General Increase

All shipments transported under the provisions of this tariff are subject to an Insurance-Related General Increase Surcharge equal to four percent (4.0%) of the applicable transportation charges.

The Insurance-Related General Increase is to aid North American's recovery of increased carrier liability insurance expenses and shall apply for the period of time that this Item remains in effect.

To determine the surcharge to apply, multiply the applicable transportation charge and the applicable pickup and delivery transportation charge on SIT shipments (Item 210) by 4.0%.

Note 1: The insurance-related surcharge revenue is to be shown separately from other revenue on North American documentation for the purpose of identifying the amount as special insurance-related revenue.

Note 2: Notwithstanding any other provisions of this tariff, the Insurance-Related General Increase Surcharge shall apply on the transportation charges applicable on SIT shipments when such shipments are delivered to or removed from the SIT facility during the time that this item is in effect.

Item 217
Light and Bulky Items

When a shipment includes light or bulky articles as listed below, an additional loading and unloading charge or weight additive shall apply, subject to the terms of this item. Charge does not apply to articles capable of being safely hand-carried by one person and/or transported in standard cartons as listed in Item 201 (Container Service).

Automobiles, pickup trucks (with or without mounted camper shells), sport utility vehicles, vans, dune buggies, and other specialty motor vehicles, any type or size;

Motorcycles, motorbikes, go-carts, three or four-wheel all-terrain vehicles, snowmobiles, motorized golf carts, riding mowers, tractors, trailers (including utility and pop-up trailers, excluding boat trailers, horse trailers, travel camper trailers, and mini-mobile homes; see Weight Additives, below), and farm implements and equipment, any type or size;

Jet skis, windsurfers, canoes, dinghies, kayaks, sculls, skiffs, and rowboats less than 14 feet in length (over 14 feet, please see Weight Additives, below); when mounted on a trailer, the bulky article charge shall apply twice (i.e. once for each article named and once for each trailer);

Large-screen televisions (40 inches and over), satellite television and radio receiving discs/dishes, including mounts, stands, and accessorial equipment;

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Organs, pianos, and harpsichords, any size;

Playhouses, doll houses, tool sheds, utility sheds, and animal kennels and houses (transported set-up, not dismantled); and

Bath tubs, hot tubs, spas, whirlpool baths, and jacuzzis (transported set-up, not dismantled).

WEIGHT ADDITIVES

Item Description	Weight Additive Weight in Pounds
Boats and Sailboats – less than 14 feet in length	700
Boats and Sailboats –14 feet in length and over	2,500
Boat and Sailboat Trailers of any length	1,600
Jet skis, Windsurfers, Canoes, Dinghies, Kayaks, Sculls, Skiffs, and Rowboats—14 feet and over in length	700
Camper shells—any size, not mounted	700
Travel camper trailers, mini-mobile homes (not including utility and pop-up trailers); campers (excluding camper shells) not mounted on trucks; and horse trailers	7,000

Note 1: When a weight additive is applicable for an article, all charges (transportation and accessorial) shall be based on the net scale weight of the shipment or portion thereof, **plus** the weight additive amount, unless otherwise provided in this tariff.

Note 2: Loading and unloading charges include **both** loading and unloading service and the handling and blocking of such article, and apply each time a combined loading and unloading service is required, including shipments requiring storage-in-transit (except for carrier convenience.)

Note 3: Classification/Weight Additive provisions are applicable on boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks without regard to whether such articles are mounted or not mounted on trailers.

The Weight Additive named above for boat trailers, any length, applies in addition to these provisions.

Note 4: When a shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment shall be the sum of the individual additives for each bulky article calculated separately.

Note 5: In determining lengths for the purpose of this item, all fractions of a foot shall be disregarded.
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Note 6: The length of boats, canoes, skiffs, rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. The manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of a physical measurement by North American.

Note 7: On shipments having movement via water, a loading or unloading from North American's vehicle may be required at the Alaskan port for transportation by the ocean vessel, and a further loading or unloading of North American's vehicle at Seattle or Tacoma, WA. If transported to or from Alaska via all motor service, an additional loading or unloading shall be required when it is necessary to transfer the shipment to another vehicle to provide special equipment for the through movement.

Note 8: Unless otherwise specifically provided, the Bulky Article Charge or the Weight Additive shall apply for any of the articles contained in this item, either whole or in a disassembled or partially disassembled condition. Weight Additives shall be based on the longest applicable disassembled part. Please Refer to Note 6 above for the proper measurement of specified articles.

Exception: This item shall **not** apply when the shipper orders Exclusive Use of a Vehicle under Item 303.

Section 3 – Products and Services

Item 301

Released and Declared Shipment Value (Valuation)

North American (or the party in possession) shall be liable for the physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit--**except** loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article—including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From:
 - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending, or expected attack
 - (i) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or
 - (ii) by military, naval or air forces; or
 - (iii) by an agent of any such government, power, authority or forces;
 - (2) any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
 - (4) seizure or destruction under quarantine or customs regulations;
 - (5) confiscation by order of any government or public authority; or
 - (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term “terrorist activity” refers to any activity which is unlawful under the laws of the United States or any State and which involves any of the following:
 - (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building;
 - (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained;
 - (3) an assassination;
 - (4) the use of any
 - (i) biological agent, chemical agent, or nuclear weapon or device, or
 - (ii) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain),

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with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or

(5) a threat, attempt, or conspiracy to do any of the foregoing.

- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder and from loss or damage when North American, after notifying the shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.
- (g) The following items must not be included in the shipment and shall not be covered by North American's possession protection plan: jewelry, coins, currency, other negotiable paper (e.g. stock certificates, bonds, etc.), important personal documents (e.g. deeds, titles, tax papers, birth certificates, etc.), and collections (e.g. stamps, baseball cards, etc.)

SUBJECT, in addition to the foregoing, to the further following limitations on the liability of North American (or the party in possession):

The maximum liability of North American (or the party in possession) shall be either:

- (1) The lump sum value declared by the shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater; or
- (2) The actual loss or damage not exceeding 60 cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to North American, in writing, with liability limited to 60 cents per pound per article

Unless the shipper expressly releases the shipment to a value not exceeding 60 cents per pound per article, North American's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount not less than \$6.00 for each pound of weight in the shipment, whichever is greater.

As used in this tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning.

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North American's maximum liability and the valuation charges specified herein for the assumption of liability shall be subject to selection by the shipper, prior to loading, of an appropriate maximum valuation amount and either deductible Option (A), (B) or (C.) The shipper may declare or release the shipment to a higher maximum valuation amount, subject to one of the amounts shown in the table herein. To avoid these additional charges, the shipper must agree that, if articles are lost or damaged, North American's liability shall not exceed 60 cents per pound for the actual weight of any lost or damaged article or articles in the shipment.

Option A - NO DEDUCTIBLE – Under Option A, North American assumes responsibility for the declared or released maximum valuation amount.

Option B - \$250 DEDUCTIBLE: Under Option B, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$250 of any claim, except as otherwise provided for in Paragraph (i).

Option C - \$500 DEDUCTIBLE – Under Option C, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$500 of any claim, except as otherwise provided for in Paragraph (i).

- (a) The released value must be entered on the Bill Of Lading or in substitution thereof, the Order for Service, in the following form and may be completed only by the person signing it:

Provided that: When the shipper is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such move, the shipper may instruct North American to release the shipment to a value of 60 cents per pound per article (a) by specification made on a purchase order; or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to North American. In such instances, North American must incorporate the instructions by reference to the shipper's document in the bill of lading in lieu of the personal signature and handwritten statement relating to released rates.

- (b) When a shipment is tendered to North American with a released or declared value equal to or greater than \$6.00 per pound times the weight of the shipment in pounds, the carrier shall, at its option, either repair items to the extent necessary to restore to the condition when received by the carrier; pay the shipper for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash settlement for the current market replacement cost of the item(s). Depreciated value of goods is not a factor.
- (c) North American's maximum liability shall not exceed the released or declared value of the shipment, or the full cost of repair to the damaged property, whichever is less. North American shall have the option of repair or replacement of damaged articles. All items which are replaced or for which the full current market value has been paid shall become North American's property.
- (d) Provisions of this item are contractual limits of liability as provided for in 49 U. S. C. Section 14706 and are not to be construed as "insurance".

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- (e) All shipments (other than those released to a value not exceeding 60 cents per pound per article) shall be deemed released to a minimum lump sum value of \$6,000 or \$6.00 times the actual total weight (in pounds) of the shipment. The stated valuation must be in the increments shown herein. If the shipper declares or releases the shipment to a valuation that falls between the valuation amounts shown, or, if no such declaration is made by the shipper and the valuation amount calculated by North American based on the weight of the shipment falls between the valuation amounts shown, the highest valuation amount in the applicable category and the applicable charge associated therewith shall apply. The deductible level (no deductible, \$250 or \$500 deductible) of valuation declared shall determine the valuation charge that shall apply.
- (f) Classification of parts or pieces of a complete article – Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining North American’s liability as provided in Item 301.
- Note: When an entire shipment is transported in containers, liftvans, or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers, liftvans, or shipping boxes shall constitute the article.
- Exception: This Item has no application when the shipment is released to a valuation greater than 60 cents per pound per article.
- (g) The weight used for determining the minimum valuation shall be the actual net weight of the shipment or the estimated weight when the shipment moves pursuant to the terms and conditions of a Binding Estimate.
- (h) When Full Value Protection applies to a shipment that includes one or more motor vehicles (automobiles, vans, pickup trucks, or sport utility vehicles), North American’s maximum liability for the vehicles shall be either (1) the value stated in the current issue of the National Automobile Dealer’s Association (NADA) Official Used Car Guide (the “Guide”) for such vehicle(s), adjusted for mileage and other factors considered in the Guide, or (2) the appraised value of the vehicle(s), whichever is less.
- (i) The released or declared value and North American's maximum liability—whether or not loss or damage, injury, or delay occurred from North American’s negligence, as determined under this rule—shall apply to any claim resulting from North American’s performance (or failure to perform)any services, including accessorial services, which North American has contracted to perform.
- (j) If, at the time of delivery, the shipper takes a written exception for non-delivery of an inventoried item (or items) and subsequently submits a properly documented claim for loss of the item(s), and if North American’s investigation establishes North American’s liability, the deductible amount, if any, shall not apply to the non-delivered item(s).

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- (k) Rates or charges herein based on released value have been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, subject to complaint or suspension. Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, subject to complaint or suspension.

Exception: In the event that a shipper tenders a shipment which is released to a value greater than 60 cents per pound per article and includes an article (or articles) exceeding \$100 per pound per article in value, he/she must notify North American accordingly, in writing, by execution of the following provision contained in North American's Bill of Lading or, in substitution thereof, the Order for Service.

A shipper's failure to so notify North American shall restrict North American's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

Any limitation of liability resulting from the application of this provision has been authorized by the Interstate Commerce Commission (now the Surface Transportation Board) in Amendment No. 1 to Released Rates Decision No. MC-989 decided October 5, 1995, subject to complaint or suspension.

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Item 302
Claims, Loss and Damage

1. ***Notice of Claims Required*** – A claim for loss, damage, injury, or delay shall not be voluntarily paid by North American unless filed electronically via North American’s website, or in writing as provided in paragraph 2 below, within the specified time limits applicable thereto and as otherwise may be required by law, by the terms of the bill of lading and/or other contract of carriage, and by all tariff provisions applicable thereto.
2. ***Minimum Filing Requirements*** – A communication electronically via North American’s website, or in writing from a claimant filed with North American within the time limits specified in the bill of lading or contract of carriage or transportation, and
 - (a) containing facts sufficient to identify the shipment(s) of property involved;
 - (b) asserting liability for alleged loss, damage, injury, or delay; and
 - (c) making claim for the payment of a specified or determinable amount of money,shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
3. ***Documents not constituting claims*** – Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued North American or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by North American as sufficient to comply with the minimum claim filing requirements specified in paragraph 2 above.
4. ***Claims filed for uncertain amounts*** – Whenever a claim is presented against North American for an uncertain amount, such as \$100 more or less, North American shall determine the condition of the shipment involved at the time of delivery, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. However, North American shall not pay a claim voluntarily under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provision of paragraph 2 above.
5. ***Other claims*** – If the investigation of a claim reveals that one or more other carriers 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 claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of his/her title to the property involved or his/her right with respect to such claim.

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6. **Concealed damaged or shortage** – North American must be notified promptly after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. North American shall promptly and thoroughly investigate the claim and shall establish a claim file in connection therewith.
7. **Supporting documents** – When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to North American), either the original paid bill for transportation service or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date of purchased, original cost, amount of depreciation, actual cash value at the time of loss or damage, and, in the case of damage, a repair estimate.
8. **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.
9. **Satisfaction of claims** – North American may satisfy a claim by repair or replacement—whichever is less—of the lost or damaged property with materials of like kind, quality and condition at time of acceptance by North American.
10. **Constructive weight of packed interior shipping containers** – When North American’s liability is to be measured by the weight of the lost or damaged article and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container shall be deemed to have the following weight:

CONTAINER WEIGHT PER CONTAINER (in pounds)

Drum, Dishpack	60
Cartons:	
less than 3 cu. ft.	25
3 less than 4½ cu. ft.	30
4½ less than 6 cu. ft.	35
6 less than 6½ cu. ft.	45
6½ cu. ft. and greater	50
Wardrobe	50
Mattress or box spring (not exceeding 39" x 80")	55
Mattress or box spring (not exceeding 54" x 75")	60
Mattress or box spring (exceeding 54" x 75")	80
Crib mattress	22

Note 1: Cartons containing books or phonograph records shall be deemed to weigh 50 pounds.

Note 2: Cartons containing lampshades shall be deemed to weigh 10 pounds.

Note 3: Items not identified on the inventory as to contents shall be settled for the heaviest weight on the schedule for the container.

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11. ***Time limit for filing claims*** – As a condition precedent to recovery, a claim for any loss, damage, injury, or delay, must be filed electronically via North American’s website or in writing with North American within nine (9) months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against North American within two (2) years and one (1) day from the date when notice in writing is given by North American to the claimant that North American has disallowed the claim or any part of or parts thereof specified in the notice. When a claim is not filed or a suit not instituted thereon in accordance with the foregoing provisions, North American shall not be liable, and such claims shall not be paid.
12. ***Acknowledgment and settlement by North American*** – North American shall acknowledge receipt of each claim in writing to the claimant within 30 calendar days after receipt of the claim by North American or the North American agent. North American shall record the date of receipt on the claim.
13. ***Acknowledgment and settlement by North American*** – North American shall acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier or the carrier's agent. North American shall at the time such claim is received; cause the date of receipt to be recorded on the claim
- North American shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by North American or its agent.
14. ***Salvage*** – Whenever property transported by North American 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, North American, 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. North American shall dispose of the property only in a manner that shall fairly and equally protect the best interests of all persons have an interest therein. North American shall make an Itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any filed thereon.
- Upon receipt of a claim on a shipment on which salvage has been processed in the manner described above, North American 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(s) lawfully entitled to receive the same.
- Whenever disposition of salvage material or goods shall be made directly to an agent or employee of North American or through a salvage agent or company in which North American or one or more of its directors, officers, or managers has any interest (financial or otherwise) North American’s salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

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Upon request of a party, person, firm, or establishment assuming liability for loss and/or damage in excess of North American's liability with respect to a shipment on which credit has been extended by North American to such party, person, firm, or establishment for the charges applicable to such shipment, North American shall:

- a. Investigate any loss and/or damage claim; and
- b. Arrange for the repair of all damaged articles when appropriate, and make such settlement with the shipper as is deemed equitable for all lost and damaged articles, repair of which is not deemed appropriate, North American assuming only that portion of the amount required to settle the claim for which it is liable and any additional amount to be borne by the person or firm assuming the excess liability; and
- c. Render to the person or firm assuming the excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the carrier's liability, plus the charge provided for in this Item.

Note: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming the excess liability—which are over and above the amount for which North American is liable under its bill of lading—shall be at the expense of such person or firm and shall be in addition to all other rates and charges.

Item 303

Control and Exclusive Use of Vehicle

(A) - EXPEDITED SERVICE:

1. Expedited Service as used herein means tendering delivery of a shipment of less than 5,000 pounds on or before a specified date.
2. Subject to the availability of equipment for a particular service desired, a shipper may obtain expedited service on a shipment of less than 5,000 pounds and transportation charges shall be computed on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds. North American shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, please refer to Paragraph (C) of this item.

Bill of Lading and Freight Bill to be marked or stamped:

[] EXPEDITED SERVICE ORDERED BY SHIPPER

DELIVER ON OR BEFORE _____

3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this item shall **not** apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.

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(B) - EXCLUSIVE USE OF A VEHICLE:

1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight, subject to minimum charges based on 25,000 pounds.
2. If, at the time of loading such shipment, North American does not have available a vehicle of the capacity ordered, North American may substitute a vehicle or vehicles of an equivalent or greater capacity, and transportation charges and minimums shall be the same as would apply if North American had furnished a vehicle of the capacity ordered.

Bill of Lading and Freight Bill to be marked or stamped:

[] EXCLUSIVE USE OF A _____ CU. FT. VEHICLE ORDERED

(C) - SIGNATURE REQUIRED FOR SERVICES:

Expedited Service, or Exclusive Use of a Vehicle or a Portion of a Vehicle shall be furnished by North American only when the shipper (or his/her agent) requests such service in writing or signs the Bill of Lading specifically indicating that such special service was ordered.

Note: All shipments subject to weighing provisions as provided in Item 105.

Item 304
Consolidation of Shipments

The term "shipment" refers to property tendered by one shipper, and accepted by North American for loading the same day or consecutive days, at one place of origin (except as otherwise provided in Item 212), for one consignee, at one destination (except as otherwise provided in Item 212), and covered by one bill of lading. The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party (or more than one party when Item 212 is applicable) to be notified as to the arrival of the shipment at destination(s). (Please see Item 207, Storage-In-Transit for computation of charges on a portion of shipment stored in transit.)

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Item 305
Rates Based on Minimum Weight or Minimum Volume

1. When transportation charges for shipments of individual shippers as described in paragraph 1.a. of Item 102 of this tariff are based on minimum weights or volume, North American must indicate on the order for service the minimum weight or volume base rate, and the minimum charges applicable to the shipment.
2. If North American fails to comply with the provisions of paragraph 1 of this item, the minimum weight or volume provisions shall not apply, and, in lieu thereof, the actual weight or actual volume of the shipment shall be used to determine the applicable transportation charges.

Item 306
On-Time Pledge

When North American fails to perform transportation services within the period of time indicated on the Bill of Lading and Order for Service or on an addendum thereto, North American shall reimburse the shipper for reasonable commercial lodging expenses, 50% of reasonable food costs, and other out-of-pocket living expenses resulting from the delay, up to 100% of the linehaul transportation charge, and subject to the following notes:

- Note 1: This item applies only to shipments described in Item 102.
- Note 2: This item shall apply only for shipments which weigh or are rated at 3,500 pounds or more.
- Note 3: This item applies only to shipments transported **between** points in the United States (except AK and HI); and also **between** points in the United States (except AK and HI) AND points in Canada.
- Note 4: Late pickup reimbursement applies only at origin residence; it does **not** apply on shipments loaded from SIT at origin.
- Note 5: Late delivery reimbursement does **not** apply on shipments delivered to SIT at destination.
- Note 6: This item does **not** apply on diverted shipments as described in Item 212 (Stopoffs or Diversions).
- Note 7: This item does **not** apply when a delay is caused by conditions beyond North American's control—including, but not limited to, circumstances as described in Item 114 (Impracticable Operations).
- Note 8: When a shipment or portion thereof is lost or destroyed in transit, the provisions of this item shall **not** apply to such shipment or portion thereof which cannot be delivered due to such loss or destruction.
- Note 9: Reasonable dispatch rules contained in 49 C.F.R. 375.601 **shall** apply to this item.
- Note 10: This item applies **only** when the shipper submits a written claim for reimbursement to North American within 9 months after delivery of the shipment.

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Note 11: Delay expense claims must be substantiated by receipts from commercial lodging and food service institutions. Receipts also are required for any other out-of-pocket living expenses resulting from the delay.

Note 12: This item does **not** apply to any overflow portion of a shipment when the overflow weight represents less than 20% of the total shipment weight and contains non-essential items (i.e., possessions not needed to maintain day-to-day housekeeping during the period of time between delivery of the main portion of the shipment and delivery of the overflow).

Item 307
Guaranteed Price Pledge

Upon request of prospective shipper, North American shall provide a written total charge guaranteed price, which must be signed by North American and the shipper (or representatives thereof) for all services pertaining to a shipment as described in Item 102 (Commodity Description), subject to the following:

Note 1: Guaranteed Price applies only for quantities and/or services or any part thereof set forth on the Guaranteed Price Form. North American may elect to revise the Guaranteed Price and void the original if quantities and/or services or any part thereof have been added or deleted by the shipper.

Note 2: The Guaranteed Price may be revised by mutual agreement between North American and the shipper, in writing, any time that the Guaranteed Price is in effect or any time on or before the date the shipment is tendered to North American for transportation.

Note 3: Transportation is limited to the origin and destination and additional stops, if any, indicated on the Guaranteed Price Form.

Note 4: North American may elect not to apply the provisions of Item 105 (Weighing and Weights).

Note 5: This item **may** apply on containerized shipments.

Note 6: North American may elect to assess charges in addition to the Guaranteed Price amount for any of the following services which are not included on the Guaranteed Price form but which are either requested by the shipper or necessary to accomplish delivery and are performed by North American at destination. The Guaranteed Price amount and any additional charges are collectible by North American at the time of delivery—**except** where credit arrangements have been previously established between the shippers and North American:

- Unpacking
- Extra Pickup and Delivery
- Extra Labor
- Auxiliary Service
- Waiting Time
- Overtime Loading/Unloading
- Storage-in-Transit
- Pickup or Delivery Rates on Storage-in-Transit Shipments

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Exception: When requested by a prospective shipper, North American shall agree to provide price certainty by basing charges on Guaranteed Price as set forth above, or charges developed by using the actual weight for transportation and all other services, whichever produces the lower total charges to the shipper. Actual weight charges shall be based on rates and charges in effect at the time the price is presented to the shipper.

Item 308
Day Certain Loading

When requested in writing by the shipper and after the shipper is notified of charges for this service, a specific loading date may be agreed upon between the shippers and North American. If North American fails to arrive within the agreed period, the shipper shall be entitled to a reimbursement of the amount charged for this service plus \$250.00.

Agreed upon load date includes pickup from residence or shipper's facility and transportation to North American agent's warehouse, handling into the warehouse, holding, and handling out of the warehouse for future interstate movement.

Charges for this service shall be the Transportation Charges in Item 210, subject to the reductions in Item 309 or the Guaranteed Price Provisions in Item 307 of this tariff.

Note 1: This item shall **not** apply if storage-in-transit at origin has been requested.

Note 2: This item shall apply to first- and second-proviso household goods only.

Note 3: This item shall apply on shipments moving between points in the United States (except Alaska).

Note 4: This item shall **not** apply in conjunction with Item 306 (On-Time Pledge).

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Item 309
Discounts and Markups

North American reserves the right to discount or markup the bottom-line customer's charges (excluding Valuation, Auto rates and third party charges):

<i>Price Adjustment</i>	<i>Program Code</i>	<i>Price Adjustment</i>	<i>Program Code</i>	<i>Price Adjustment</i>	<i>Program Code</i>
0%	UAS00	29%	UAS29	58%	UAS58
1%	UAS01	30%	UAS30	59%	UAS59
2%	UAS02	31%	UAS31	60%	UAS60
3%	UAS03	32%	UAS32	61%	UAS61
4%	UAS04	33%	UAS33	62%	UAS62
5%	UAS05	34%	UAS34	63%	UAS63
6%	UAS06	35%	UAS35	64%	UAS64
7%	UAS07	36%	UAS36	65%	UAS65
8%	UAS08	37%	UAS37	66%	UAS66
9%	UAS09	38%	UAS38	67%	UAS67
10%	UAS10	39%	UAS39	68%	UAS68
11%	UAS11	40%	UAS40	69%	UAS69
12%	UAS12	41%	UAS41	70%	UAS70
13%	UAS13	42%	UAS42	71%	UAS71
14%	UAS14	43%	UAS43	72%	UAS72
15%	UAS15	44%	UAS44	73%	UAS73
16%	UAS16	45%	UAS45	74%	UAS74
17%	UAS17	46%	UAS46	75%	UAS75
18%	UAS18	47%	UAS47	76%	UAS76
19%	UAS19	48%	UAS48	77%	UAS77
20%	UAS20	49%	UAS49	78%	UAS78
21%	UAS21	50%	UAS50	79%	UAS79
22%	UAS22	51%	UAS51	80%	UAS80
23%	UAS23	52%	UAS52		
24%	UAS24	53%	UAS53		
25%	UAS25	54%	UAS54		
26%	UAS26	55%	UAS55		
27%	UAS27	56%	UAS56		
28%	UAS28	57%	UAS57		

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Item 390
Unique Shipper Terms

Currently no applications

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