

- j. The terms and conditions for payment of the total charges including notice of any minimum charges.
- k. When the transportation is to be performed on a collect on delivery basis, the maximum amount required to be paid at the time of delivery to obtain delivery of the shipment. The maximum amount may include charges for additional services agreed to by the shipper in the estimate of charges.
- l. A notice of the incorporation of carrier's tariffs.

**Item 100 – Bulky Articles**

- 100.1 When a shipment includes an all-terrain vehicle (ATV), automobile, boat, motorcycle, satellite discs, trailer or camper, refer to Section 1, Item 1080 of this tariff for application of rates.

**Item 120 – Carrier Procedure**

- 120.1 Submit written "Estimate" when requested by shipper. The notation "No Estimate" shall be made on the "Order for Service."
- 120.2 Obtain a signed "Order for Service" on every move.
- 120.3 Make a complete and legible "Descriptive Inventory" of each loading.
- 120.4 Execute a "Bill of Lading" authorized for use in Kansas.
- 120.5 Weigh each shipment and retain scale ticket complete with date, truck or trailer number, and shipper's name/or bill of lading as part of each record file. A scale ticket will not be required when shipment is moving under the Binding Estimate Program and Assured Price Protection Program (Items 3000 and 3001).

**Item 140 – Carrier's Liability on Articles of Extraordinary Value or Perishables**

- 140.1 The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, articles of peculiarly inherent value, precious metals, or articles manufactured there from which are not specifically listed on the bill of lading.
- 140.2 When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

**Item 160 – Claims for Loss, Damage, or Delay**

- 160.1 **Claims Required.** A claim for loss, damage, injury, or delay will not be voluntarily paid by Mack unless filed in writing as provided in Item 160.2 with Mack within the specified time limits provided in Item 160.11 and otherwise complying with applicable tariff provisions.
- 160.2 **Minimum Filing Requirements.** A communication in writing from a claimant filed with carrier within the time limits specified in Item 160.11 or the Bill of Lading or contract of carriage of transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or other contract of carriage. For each article claimed, the claim shall include the nature and extent of the damage or an

indication that the article is missing, the basis for the amount claimed (i.e. date article purchased, original cost, actual cash value at time of loss or damage), and the specific amount claimed for each article, including, in the case of damage, a repair estimate.

- 160.3 **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 by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements in Item 160.2.
- 160.4 **Claims filed for uncertain amounts.** Whenever a claim is presented against carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier will not however, voluntarily pay a claim 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 provisions of Item 160.2.
- 160.5 **Other claims.** If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will 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, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.
- 160.6 **Concealed damage or shortage.** Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a corresponding claim file.
- 160.7 **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 the carrier) and either the original paid bill or a photographic copy of it, for transportation service.
- 160.8 **Verification of loss.** When an asserted claim for loss of an entire article or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will 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, however, even if such statement is provided, carrier may still deny such claim based on other factors.
- 160.9 **Satisfaction of claims.** Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kinds, quality, and condition at time of acceptance by carrier.

160.10 **Constructive weight of packed shipping containers.** When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in a shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

Container	Weight Per Container (in pounds)
DRUM, DISH-PACK	60
<b>Cartons</b>	
Less than 3 cubic feet	25
3 to less than 4½ cubic feet	30
4½ to less than 6 cubic feet	35
6 to less than 6½ cubic feet	45
6½ cubic feet and over	50
Wardrobe Carton	60
Mattress or Box Spring Carton (not exceeding 39" x 80")	55
Mattress or Box Spring Carton (not exceeding 54" x 75")	60
Mattress or Box Spring Carton (exceeding 54" x 75")	80
Crib Mattress Carton	22
Mirror Carton	60

Cartons containing books or phonograph records will be deemed to weight 50 pounds. Cartons containing lampshades will be deemed to weight 10 pounds. Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for that size container.

160.11 **Time limit for filing claims.** As a condition precedent to recovery, a claim for any loss, damage, injury, or delay must be filed in writing with carrier within nine months after delivery to consignee as shown on Bill of Lading, or in case of failure to make delivery of the entire shipment, then within nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two years and one day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts of it specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provision, carrier will not be liable and such claims will not be paid. "Filing" is defined as receipt of the claim by Mack at its headquarters.

160.12 **Acknowledgement and settlement by Carrier.** Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier. At the time such claim is received, carrier will cause the date of receipt to be recorded in its records. Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: Provided that, if the claim cannot be processed and disposed of within 120 days after the receipt of it, carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending advise the claimant in writing of the status and the reason for the delay in making final disposition of the claim.

160.13 **Salvage.** Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest in it, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest in it. Carrier will 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 any claim correspondence. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and any such claim, if filed. Upon receipt of a claim on a shipment on which salvage has been processed in the manner described, carrier will record in its claim file the lot number assigned, the amount of

money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or person lawfully entitled to receive the same. Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, the carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

160.14 **Depreciation Factor.** When settling a claim for loss or damage, on other than a shipment transported under Full Value Protection or a released liability of 60 cents per pound per article, carrier shall use the replacement cost of the lost or damaged item as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

**Item 200 – Computing Charges**

200.1 Unless otherwise provided herein, where rates are stated in amount per 100 pounds, charges shall be computed by multiplying the total weight involved by the rate shown for 100 pounds.

**Item 220 – Consecutive Numbers**

220.1 When numbers are connected by the word “to” or a “-” it means that the numbers are consecutive and includes both of the numbers shown.

**Item 260 – Declaration of Value – Liability Limitation**

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

260.2 The carrier's maximum liability shall be either (1) \$1.25 times the actual weight (in pounds) of the shipment or the declared lump sum value, whichever is greater; or (2) \$0.60 per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly released the shipment to a value not exceeding \$0.60 per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.

260.3 The released value must be entered on the Bill of Lading in the following form and be completed only by the person signing the Bill of Lading.

“The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding

\_\_\_\_\_  
(To be completed by the person signing below)

NOTICE – THE SHIPPER SIGNING THIS CONTRACT MUST INSET IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS “60 CENTS PER POUND PER ARTICLE,” OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Date)

- 260.4 If the shipper fails to make the entry required in Item 260.3 above, the shipment will be deemed released to an amount equal to \$1.25 times the actual weight of the shipment (in pounds).
- 260.5 The released value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence) as determined under this rule shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.
- 260.6 Shippers who tender shipments which are released to a value greater than sixty cents (\$0.60) per pound per article that include an article or articles that exceed one hundred dollars (\$100.00) per pound per article in value must, when properly notified of this requirement by the shipper, specifically notify the carrier in writing that an identified article or articles with a value greater than one hundred dollars (\$100.00) per pound are included in the shipment by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:

Extraordinary (Unusual) Value Article Declaration

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Value in Excess of \$100.00 per Pound per Article" that is included in my shipment and that I have given a copy of this Inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of, or damage to, any article in excess of \$100.00 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached Inventory.

\_\_\_\_\_  
(signed) Shipper

\_\_\_\_\_  
Date

**Item 270 – Definition of Local Move**

- 270.1 The transportation of property as provided in this tariff, by certificated motor carriers within a city or village of this state or within a radius of fifteen (15) miles beyond the corporate limits thereof, excluding any motor carrier owned in said city or village.

**Item 280 – Definition of Shipment**

- 280.1 The term "shipment" means property tendered by one (1) shipper, and accepted by the carrier, at one (1) place or origin (except as otherwise provided in Item 720) and at one (1) time, for one (1) destination (except as otherwise provided in Item 720), and covered by one (1) Bill of Lading. The name of only one (1) shipper and one (1) consignee shall appear on one (1) Bill of Lading, but the Bill of Lading may also specify the name of a party (or more than one (1) party when Item 720 is applicable) to notify of the arrival of the shipment at destination(s).

**Item 300 – Description of a Complete Article**

- 300.1 Each shipping piece or package and contents thereof shall constitute one (1) article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one (1) article.

**Item 320 – Determination of Constructive, Loaded, and Tare Weights**

320.1 Tare Weight

The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weight master or at a certified scale, and when so weighed, the gasoline tank on each such

vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment.

320.2 Loaded Weight

- a. After the vehicle has been loaded, it shall be weighed, without the crew thereon, at point of origin of the shipment, and the net weight of the shipment shall be obtained by deducting the tare weight from the loaded weight.
- b. Where no adequate scale is available at point of origin, the loaded weight shall be obtained at the nearest certified scale in the direction of the movement of the shipment, or in the direction of the next pick up or delivery in the case of part loads.

320.3 Constructive Weight

- a. If no adequate scale is available at origin, at any point en route, or at destination, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space may be used.
- b. Such a constructive weight also may be used for a part load where the circumstances are such that its scale weight could not be obtained at origin, en route, or at destination without first unloading it or other part loads being carried in the same vehicle.

320.4 Part Loads

- a. In the transportation of part loads, this rule shall apply in all respects, except that the gross weight of a vehicle containing one (1) or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon.
- b. A part load for any one (1) shipper not exceeding 1,000 pounds may be weighed on a certified scale prior to being loaded on the vehicle.

320.5 Weight Ticket (See NOTE)

Whenever weights are required to be obtained pursuant to this rule, the carrier shall cause to be executed a weight ticket, and such weight ticket shall be maintained by the carrier as part of its record of shipment.

NOTE: For re-weighing charges, see Section I, Item 1280.

**Item 340 – Disassembling and Reassembling**

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

- a. Remove any article(s) embedded in the ground OR secured to a building (i.e. floor, ceiling, roof, or wall), or
- b. 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.

At the request of the shipper, or his agent, carrier will provide such special services at the rates in this item, subject to the carrier's ability to furnish qualified personnel. The shipper, in such case, will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform this service.

**Item 360 – Disposition of Fractions**

360.1 Unless as otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of a cent, and increase to the next whole number, fractions of one-half of one cent or greater.

In the event nickel rounding is specified, fractions of a nickel will be disposed of as follows:

- a. \$0.025 or more will be increased to the next highest nickel (\$0.05)
- b. \$0.0249 or less will be dropped.

**Item 380 – Diversion of Shipments**

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

380.2 The term “diversion” means, either:

- a. A change (after loading of the vehicle) in the destination of the shipment outside of the 25 mile area of the original destination, or
- b. A change in the route at the request of the consignor, consignee, or owner.

380.3 When the carrier receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but the carrier is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of the carrier.

380.4 The transportation charges on shipments diverted to a new destination, while the vehicle is en route or upon arriving at the original destination, will 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.

380.5 On shipments diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of Item 380.4. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.

380.6 If instructions are received to divert a shipment that is in storage-in-transit, the charges on the shipment will be determined as provided in Item 380.4. For rating purposes, the location of the storage facility will be considered the diversion point.

**Item 400 – Fuel Cost Price Adjustment (Fuel Surcharge)**

400.1 A Fuel-Related Cost Price Adjustment (Fuel Surcharge) will apply on transportation charges as provided in this item. For the fuel surcharge amounts to apply, determine the diesel fuel price as provided, and multiply the Fuel Cost Adjustment Factor by linehaul amount.

400.2 On the first Monday of each calendar month, the “national U.S. average” price per gallon of diesel fuel will 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 will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site at [www.eia.doe.gov](http://www.eia.doe.gov).

**Mack Moving & Storage LLC Tariff KS100**

400.3 If the first Monday of the calendar month is a Federal Holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).

400.4 The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the fuel surcharge that will become applicable on the 15<sup>th</sup> day of the same month. The adjustment determined will apply for shipments loaded beginning on the 15<sup>th</sup> day of the month and remain in effect through the 14<sup>th</sup> 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 4 is \$2.239 per gallon, a 2.0% fuel surcharge will apply for shipments loaded as of June 15 through July 14. Then, if the reported price of diesel fuel on Monday, July 2 increases to \$2.269 per gallon, a 3.0% fuel surcharge will apply for shipments loaded as of July 15 through August 14.

400.5 Notwithstanding any other provisions of the tariff, the fuel surcharge will apply to the transportation charges applicable on storage-in-transit shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that a fuel surcharge is in effect.

400.6 The Fuel Surcharge matrix is as follows:

<b>When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:</b>	<b>The Fuel Cost Adjustment Factor that becomes effective on the 15<sup>th</sup> day of the same month is:</b>	<b>When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:</b>	<b>The Fuel Cost Adjustment Factor that becomes effective on the 15<sup>th</sup> day of the same month is:</b>
Less than \$1.95	0%	From \$3.75 to \$3.899	13.0%
From \$1.95 to \$2.099	1.0%	From \$3.90 to \$4.049	14.0%
From \$2.10 to \$2.249	2.0%	From \$4.05 to \$4.199	15.0%
From \$2.25 to \$2.399	3.0%	From \$4.20 to \$4.349	16.0%
From \$2.40 to \$2.549	4.0%	From \$4.35 to \$4.499	17.0%
From \$2.55 to \$2.699	5.0%	From \$4.50 to \$4.649	18.0%
From \$2.70 to \$2.849	6.0%	From \$4.65 to \$4.799	19.0%
From \$2.85 to \$2.999	7.0%	From \$4.80 to \$4.949	20.0%
From \$3.00 to \$3.149	8.0%	From \$4.95 to \$5.099	21.0%
From \$3.15 to \$3.299	9.0%	From \$5.10 to \$5.249	22.0%
From \$3.30 to \$3.449	10.0%	From \$5.25 to \$5.399	23.0%
From \$3.45 to \$3.599	11.0%	From \$5.40 to \$5.549	24.0%
From \$3.60 to \$3.749	12.0%	Over \$5.549	See Item 400.7

400.7 If the DOE fuel price per gallon exceeds \$5.549, the 24% fuel surcharge will be increased by an additional 1% for every 15 cents, or fraction thereof, per gallon increase in the price above \$5.549 per gallon.

**Item 440 – Full Value Protection**

440.1 When full value protection is ordered in writing by the customer, the carrier will guarantee either (a) replacement of articles lost or damaged while in carrier’s custody, reimbursement for full replacement cost as determined by market value, or (b) repairs, or the cost of repairs to any damaged item or items to the extent necessary to restore the item to the same condition as when received by the carrier from the shipper. Actual replacement articles, if any, shall consist of like kinds and quality without deduction for depreciation or wear and tear.

440.2 Carrier’s maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The carrier shall have the option to repair or replace damaged articles.



- 440.3 All items which are replaced or for which the full current market value has been paid become the property of the carrier.
- 440.4 Provisions of this item are contractual limits of liability and are not to be construed as "insurance."
- 440.5 Full value protection will be subject to the shipment being declared or released at a minimum lump sum value of \$5,000.00 or \$4.00 times the net weight of the shipment in pounds, whichever is greater. The stated valuation must be in the increments shown in section 1, "Additional Services and Charges." If the shipper declares or releases the shipment to a valuation that falls between the Valuation Amounts shown, the next higher valuation amount and the applicable charge associated therewith shall apply.
- 440.6 The weight used for determining the minimum valuation will be the actual net weight of the shipment.
- 440.7 Carrier's maximum liability and the charges for Full Value Protection are as provided in Section 1, "Additional Services and Charges."
- 440.8 Shippers who tender shipments that include an article or articles that exceed one hundred dollars (\$100.00) per pound per article in value must specifically notify the carrier in writing that an identified article with a value greater than one hundred dollars (\$100.00) per pound are included in the shipment provided that the shipper has been given proper notice of this requirement by the carrier. Such notification shall be by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:

Extraordinary (Unusual) Value Article Declaration

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100.00 per Pound per Article" that are included in my shipment and that I have given a copy of this Inventory to the Carrier's representative. I also acknowledge that the carrier's liability for loss of, or damage to, any article valued in excess of one hundred dollars per pound will be limited to one hundred dollars per pound for each pound of such lost or damaged article (based on actual weight), not exceeding the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

_____	_____
(Signed) Shipper	Date

I have been informed by the carrier of the availability of full value insurance protection. I understand that full value protection insurance would insure that any item that is lost or damaged would result in its full replacement and that failure to purchase this insurance will result in limited liability to the carrier for any loss or damage. By signing or initialing below, I hereby indicate that I have declined to purchase full value protection insurance.

A shipper's failure to notify the carrier that an article or articles having a value that exceeds one hundred dollars (\$100.00) per pound will be included in the shipment will restrict the carrier's maximum liability to one hundred dollars (\$100.00) 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, provided that the carrier has given the shipper adequate notice of the requirements of such notification.

**Item 460 – Hoisting, Lowering, or Rigging**

- 460.1 When it is necessary to use hoisting, lowering, or rigging services in order to accomplish pick up or delivery of a shipment, carrier will perform such services at the rates provided in Section 1, Item 1180, Labor Charges, subject to carrier's ability to furnish equipment and experienced personnel.

- 460.2 If requested by shipper, consignee, or owner, carrier will, as agent for shipper, consignee, or owner, undertake to secure such services from a third party, if available, but in such instances, carrier assumes no responsibility for the activities or conduct of such third party, amount or payment of its charge, or quality or quantity of service furnished, nor will carrier be liable for loss or damage to shipment while in the custody of such third party.
- 460.3 If carrier is unable to furnish the equipment and experienced personnel, the shipper, consignee, or owner of the goods must arrange for such service.

**Item 480 – Hourly Rates**

- 480.1 Charges based on time shall be computed by multiplying the hourly rate by the time involved.
- 480.2 Unless otherwise provided, fractions of an hour will be disposed of as follows:
- a. Where the time involved is less than 15 minutes, the charge shall be for  $\frac{1}{4}$  of an hour.
  - b. When in excess of 15 minutes but not more than 30 minutes, charge for  $\frac{1}{2}$  hour.
  - c. When in excess of 30 minutes but not more than 45 minutes, charge for  $\frac{3}{4}$  of an hour.
  - d. When in excess of 45 minutes, charge for 1 hour.

**Item 500 – Impractical Operation**

- 500.1 Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:
- a. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
  - b. Loading or unloading facilities are inadequate;
  - c. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render linehaul or pick up or delivery or any other service from, to or at other points or locations;
  - d. Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pick up or delivery is to be made;
  - e. Local, state or federal restrictions, regulations, or laws prohibit performance of such services by the road-haul vehicle.
- 500.2 When service is impractical for reasons stated in this item and service can be completed through the employment of services of a third party, see Item 20.

**Item 540 – Inspection of Articles**

- 540.1 When carrier or his agent believes it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.