

# TARIFF UPGF 102-G

*(cancels UPGF 102-F)*

## UPS GROUND FREIGHT, INC.

P.O. BOX 1216

RICHMOND, VA 23218-1216

#MC 109533 Sub 146

#MC 109533 Sub-No. 149-P

[www.upsfreight.com](http://www.upsfreight.com)

## RULES AND CHARGES

### For Less-Than-Truckload (LTL) Service

**EFFECTIVE: December 30, 2013**

**APPLIES ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE**

#### IMPORTANT STATEMENT OF GENERAL APPLICATION

This publication explains the rules and conditions of service that apply on shipments by the LTL Division of UPS Ground Freight, Inc., and that show this document as a governing publication. Exceptions to any of the items in this publication will be noted in agreements that apply for an individual customer. When UPS Freight acts as a motor carrier, it is acting pursuant to its motor carrier authority #MC 109533 Sub 146 (as to common carrier authority) and #MC 109533 (Sub-No. 149-P) (as to contract carrier authority); when UPS Freight acts as a broker, it is acting pursuant to its broker authority #MC 109533 SUB 105 B. In the event UPS Freight is acting as a motor carrier and, in order to meet operational goals, finds it necessary to broker any shipment(s), it will then be doing so pursuant to its brokerage authority; provided, however, UPS Freight will remain liable for any freight loss or damage claims, as set forth in the contract documents and/or Rules Tariff applicable to such shipment(s).

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and UPS Freight encourages shippers to review this publication, as some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

**( SEE ITEM 100 )**

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**CUMULATIVE LIST OF ITEMS IN UPGF 102-G AND SUPPLEMENTS**

LISTED BELOW ARE ITEMS THAT HAVE BEEN ADDED, AMENDED OR BROUGHT FORWARD IN SUPPLEMENTS AND INCORPORATED INTO THE ORIGINAL TARIFF.

**UPGF 102 -F ORIGINAL TARIFF EFFECTIVE : July 16, 2012**

**SUPPLEMENT NO.1 EFFECTIVE JANUARY 1, 2013**

**SECTION 1 GENERAL APPLICATION**

ITEM 148-A APPLICATION OF RATES – TRADE SHOW SHIPMENTS  
 ITEM 166-A CARRIER LIABILITY  
 ITEM 752-A PICK-UP OR DELIVERY – LUMPER SERVICE  
 ITEM 758-A PICK-UP OR DELIVERY – US DOMESTIC ISLANDS  
 ITEM 825\* LTL GUARANTEED A.M. SERVICE

**SECTION 2 MEXICO**

ITEM 100-2A MEXICO APPLICATION  
 ITEM 565-2A HAZARDOUS MATERIALS  
 ITEM 647-2\* APPOINTMENT AND NOTIFICATION PRIOR TO DELIVERY OR PICK-UP  
 ITEM 670-2\* EXTREME LENGTH / OVER DIMENSION – MINIMUM CHARGE  
 ITEM 755-2\* PICK-UP OR DELIVERY – LIMITED ACCESS LOCATIONS AND RESIDENTIAL LOCATIONS  
 ITEM 830-2A PICK-UP OR DELIVERY – REDELIVERY  
 ITEM 1000-2\* PALLETIZING SHIPMENT  
 ITEM 1001-2\* FUMIGATION  
 ITEM 1002-2\* SPECIAL DELIVERY OR PICK-UP REQUIREMENTS  
 ITEM 1003-2\* SECURITY ESCORT SERVICES

**SUPPLEMENT NO.2 EFFECTIVE JUNE 10, 2013**

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ITEM 100-A APPLICATION – GENERAL  
 ITEM 120-A DEFINITIONS AND ABBREVIATIONS  
 ITEM 149-A APPLICATION OF RATES – CANADIAN POINTS  
 ITEM 150-A INDEMNIFICATION  
 ITEM 166-B CARRIER LIABILITY  
 ITEM 345-A ARRIVAL NOTICE AND UNDELIVERED FREIGHT  
 ITEM 361-A BILL OF LADING, LETTER OF AUTHORITY AND FREIGHT BILL CORRECTIONS (incorporating ITEM 812)  
 ITEM 485-A CUSTOMS – INLAND IN-BOND FEES  
 ITEM 487-A CUSTOMS – INSPECTION BORDER UNLOAD FEE  
 ITEM 582-A GROCERY WAREHOUSE SERVICES  
 ITEM 640-A MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY  
 ITEM 645-A APPLICATION OF DENSITY BASED RATES  
 ITEM 755-A PICK-UP OR DELIVERY – LIMITED ACCESS LOCATIONS  
 ITEM 756\*c PICK-UP OR DELIVERY – AT REMOTE (NON-ZIP) LOCATIONS IN THE WESTERN U.S.  
 ITEM 780-A PROHIBITED OR RESTRICTED ARTICLES  
 ITEM 812\*c BILL OF LADING  
 ITEM 825-A LTL GUARANTEED A.M.  
 ITEM 890-A SPOT QUOTE  
 ITEM 910-A STORAGE

**SUPPLEMENT NO. 3 EFFECTIVE DECEMBER 30, 2013**

**SECTION 1 GENERAL APPLICATION**

ITEM 100-B APPLICATION – GENERAL  
 ITEM 166-C CARRIER LIABILITY FOR CARGO LOSS OR DAMAGE  
 ITEM 430-A COLLECT ON DELIVERY (COD) SHIPMENTS  
 ITEM 615-A HOUSEHOLD GOODS OR PERSONAL EFFECTS  
 ITEM 645-B APPLICATION OF DENSITY BASED RATES  
 ITEM 757-A HIGH COST SERVICE AREA SURCHARGE  
 ITEM 758-A PICKUP OR DELIVERY – US DOMESTIC ISLANDS  
 ITEM 812\* CLAIMS AND LEGAL ACTIONS: INDIVIDUAL BINDING ARBITRATION OF CLAIMS  
 ITEM 884-A SHIPMENTS TENDERED AS CAPACITY LOAD

**EXPLANATION OF ABBREVIATIONS AND REFERENCED MARKS**

A 1<sup>ST</sup> REVISED  
 B 2<sup>ND</sup> REVISED  
 \* NEW ITEM  
 \*c CANCELED

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**ITEM 1**

**FUEL SURCHARGE  
APPLICATION OF PERCENTAGE INCREASE**

All charges for line haul transportation resulting from rates and/or charges named in tariffs, contracts or other agreed pricing provisions making reference to this tariff, are hereby or will on their effective dates be increased as provided below. In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be subject to the percentage increase as provided below.

<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>	<b>Fuel Price At Least:</b>	<b>The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is</b>
200	10.90%	275	18.40%	350	25.90%	425	33.40%
201	11.00%	276	18.50%	351	26.00%	426	33.50%
202	11.10%	277	18.60%	352	26.10%	427	33.60%
203	11.20%	278	18.70%	353	26.20%	428	33.70%
204	11.30%	279	18.80%	354	26.30%	429	33.80%
205	11.40%	280	18.90%	355	26.40%	430	33.90%
206	11.50%	281	19.00%	356	26.50%	431	34.00%
207	11.60%	282	19.10%	357	26.60%	432	34.10%
208	11.70%	283	19.20%	358	26.70%	433	34.20%
209	11.80%	284	19.30%	359	26.80%	434	34.30%
210	11.90%	285	19.40%	360	26.90%	435	34.40%
211	12.00%	286	19.50%	361	27.00%	436	34.50%
212	12.10%	287	19.60%	362	27.10%	437	34.60%
213	12.20%	288	19.70%	363	27.20%	438	34.70%
214	12.30%	289	19.80%	364	27.30%	439	34.80%
215	12.40%	290	19.90%	365	27.40%	440	34.90%
216	12.50%	291	20.00%	366	27.50%	441	35.00%
217	12.60%	292	20.10%	367	27.60%	442	35.10%
218	12.70%	293	20.20%	368	27.70%	443	35.20%
219	12.80%	294	20.30%	369	27.80%	444	35.30%
220	12.90%	295	20.40%	370	27.90%	445	35.40%
221	13.00%	296	20.50%	371	28.00%	446	35.50%
222	13.10%	297	20.60%	372	28.10%	447	35.60%
223	13.20%	298	20.70%	373	28.20%	448	35.70%
224	13.30%	299	20.80%	374	28.30%	449	35.80%
225	13.40%	300	20.90%	375	28.40%	450	35.90%
226	13.50%	301	21.00%	376	28.50%	451	36.00%
227	13.60%	302	21.10%	377	28.60%	452	36.10%
228	13.70%	303	21.20%	378	28.70%	453	36.20%
229	13.80%	304	21.30%	379	28.80%	454	36.30%
230	13.90%	305	21.40%	380	28.90%	455	36.40%
231	14.00%	306	21.50%	381	29.00%	456	36.50%
232	14.10%	307	21.60%	382	29.10%	457	36.60%
233	14.20%	308	21.70%	383	29.20%	458	36.70%
234	14.30%	309	21.80%	384	29.30%	459	36.80%
235	14.40%	310	21.90%	385	29.40%	460	36.90%
236	14.50%	311	22.00%	386	29.50%	461	37.00%
237	14.60%	312	22.10%	387	29.60%	462	37.10%

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238	14.70%	313	22.20%	388	29.70%	463	37.20%
239	14.80%	314	22.30%	389	29.80%	464	37.30%
240	14.90%	315	22.40%	390	29.90%	465	37.40%
241	15.00%	316	22.50%	391	30.00%	466	37.50%
242	15.10%	317	22.60%	392	30.10%	467	37.60%
243	15.20%	318	22.70%	393	30.20%	468	37.70%
244	15.30%	319	22.80%	394	30.30%	469	37.80%
245	15.40%	320	22.90%	395	30.40%	470	37.90%
246	15.50%	321	23.00%	396	30.50%	471	38.00%
247	15.60%	322	23.10%	397	30.60%	472	38.10%
248	15.70%	323	23.20%	398	30.70%	473	38.20%
249	15.80%	324	23.30%	399	30.80%	474	38.30%
250	15.90%	325	23.40%	400	30.90%	475	38.40%
251	16.00%	326	23.50%	401	31.00%	476	38.50%
252	16.10%	327	23.60%	402	31.10%	477	38.60%
253	16.20%	328	23.70%	403	31.20%	478	38.70%
254	16.30%	329	23.80%	404	31.30%	479	38.80%
255	16.40%	330	23.90%	405	31.40%	480	38.90%
256	16.50%	331	24.00%	406	31.50%	481	39.00%
257	16.60%	332	24.10%	407	31.60%	482	39.10%
258	16.70%	333	24.20%	408	31.70%	483	39.20%
259	16.80%	334	24.30%	409	31.80%	484	39.30%
260	16.90%	335	24.40%	410	31.90%	485	39.40%
261	17.00%	336	24.50%	411	32.00%	486	39.50%
262	17.10%	337	24.60%	412	32.10%	487	39.60%
263	17.20%	338	24.70%	413	32.20%	488	39.70%
264	17.30%	339	24.80%	414	32.30%	489	39.80%
265	17.40%	340	24.90%	415	32.40%	490	39.90%
266	17.50%	341	25.00%	416	32.50%	491	40.00%
267	17.60%	342	25.10%	417	32.60%	492	40.10%
268	17.70%	343	25.20%	418	32.70%	493	40.20%
269	17.80%	344	25.30%	419	32.80%	494	40.30%
270	17.90%	345	25.40%	420	32.90%	495	40.40%
271	18.00%	346	25.50%	421	33.00%	496	40.50%
272	18.10%	347	25.60%	422	33.10%	497	40.60%
273	18.20%	348	25.70%	423	33.20%	498	40.70%
274	18.30%	349	25.80%	424	33.30%	499	40.80%

- Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the DOE Diesel Fuel Price Index is at least 115 cents per gallon.
- Note 2 The term "line haul charges" referred to herein applies to all charges other than accessorials charges.
- Note 3 All shipments will be subject to a fuel surcharge based on a weekly fuel price report. The report shall be the DOE National Average Diesel Fuel Price, after 4:00 PM on Monday of each week. Said report may be received direct from the DOE by calling (202) 586-6966 each Monday afternoon. If Monday falls on a Holiday, the index for the next Business Day that is not a Holiday will be used to determine the applicable fuel surcharges. The DOE website is [www.eia.gov](http://www.eia.gov). The surcharge for each week (Monday through Sunday) will be based on Monday's DOE price of the previous week.
- Note 4 For each one cent (\$.01) increase over 500 cents in the DOE Diesel Fuel Price, the fuel surcharge will increase by an additional 0.1% on LTL Volume or Capacity Load shipments. For each one cent (\$.01) decrease below 200 cents in the DOE Diesel Fuel Price, the fuel surcharge will decrease by 0.1% on LTL, Volume or Capacity Load shipments. When the DOE Diesel Fuel Price falls below 115 cents, the fuel surcharge will not apply.
- Note 5 Urgent shipments (as defined in Item 822) moving "out-of-network" shall be subject to fuel surcharge in accordance with the amounts charged to Carrier by its agent, partner carrier, other mode of transportation, or sub-contractor, unless the fuel surcharge has been previously negotiated on Urgent "out-of-network" shipments between the parties in tariffs, contracts, or other agreed upon pricing provisions.

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**ITEM 100-B**

**GENERAL APPLICATION**

1. This publication applies to the Less-Than-Truckload (LTL) Division of UPS Ground Freight, Inc., d/b/a UPS Freight (identified herein as "Carrier" or "UPS Freight"). It explains Carrier's services as well as the rules and conditions of service that apply on shipments moving under other publications, pricing agreements, or in customer contracts which show this document as a governing publication. Where reference is made, in other publications, pricing agreements or contracts to Carrier's current rules or UPGF 102 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees. Where reference is made, in other publications, pricing agreements or contracts to OVNT 102 Series rules or MTRG 100 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees. Any shipment made using a PRO number generated by Carrier is subject to the rates, classifications, limitations and rules that have been established by Carrier and are in effect as of the date of shipment, including without limitation this rules tariff, except to the extent otherwise set forth in customer specific pricing, or contracts that apply for individual customers.
2. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. Carrier, in accordance with its obligations under the Title 49 USC, Section 13710, shall provide to the Shipper, on request of the Shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the Shipper and Carrier is based. In addition, this publication appears on Carrier's internet site ([www.upsfreight.com](http://www.upsfreight.com)), may be accessed at any time, by any Shipper without cost and is the most current version.
3. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. Carrier encourages its customers to review this publication as some items may be subject to limitations of liability, released values or other requirements that may relate directly to your shipment. (Therefore, all Shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being protected for full value.)
4. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such contracts and / or tariffs, to the extent of their application, will apply. Where a rule published in this tariff covers the same rule published in the National Motor Freight Classification, STB NMF 100 Series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in STB NMF 100 Series.
5. When UPS Freight acts as a motor carrier, it is acting pursuant to its motor carrier authority #MC 109533 Sub 146 (as to common carrier authority) and #MC 109533 (Sub-No. 149-P) (as to contract carrier authority); when UPS Freight acts as a broker, it is acting pursuant to its broker authority #MC 109533 SUB 105 B. In the event UPS Freight is acting as a motor carrier and, in order to meet operational goals, finds it necessary to broker any shipment(s), it will then be doing so pursuant to its brokerage authority; provided, however, UPS Freight will remain liable for any freight loss or damage claims, as set forth in the contract documents and/or Rules Tariff applicable to such shipment(s).
6. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the Shipper has agreed to accept responsibility, additional charges for special services which exceed the normal pickup, line haul, and delivery service defined by Item 750, shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, Carrier reserves the right to assess the charges against the payor of the freight charges.
7. Carrier will maintain records to verify the application of charges and will so document on any billing or invoicing to the responsible party.
8. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or party of items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an item is suffixed with an alphabet letter, the letter A, cancels the original item not so suffixed, B cancels A, C cancels B. etc.
9. In the event Carrier receives no shipments rated under the provisions of any statement of agreed pricing, for a period of 120 days, that statement of agreed pricing will be deemed obsolete and subject to cancellation.
10. All pricing agreements established by Carrier for its customers are subject to annual general rate increases, unless specifically stated otherwise in the pricing agreement.
11. Section 1 provides general application. Section 2 applies only on International commerce from or to points in Mexico. Rules, rates and charges shown in Section 2 take precedence over the same rules, rates and charges shown in Section 1 to the extent of the application.
12. Accessorial rates and charges shown in this tariff are not subject to discounts or reductions.
13. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities and may disclose information as specifically required by law or for payment and audit purposes.
14. In the event any item or provision of an item in this tariff is determined to be invalid by a court or administrative agency order or ruling, or by enactment or amendment of law, such action shall not invalidate the entire tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid and the rights and obligations of Shippers, Consignees, customers and Carrier shall be construed and enforced accordingly.
15. Except as otherwise provided in agreements referring to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.
16. Shippers and Consignees may refer to UPGF 105 tariff for applicable offshore rates, rules and charges or call international Customer Service at (800) 333-7400. A copy of the UPGF 105 tariff is available upon request at no cost.
17. Except as otherwise provided or otherwise stated on the bill of lading and agreed to by Carrier, Carrier agrees to accept, transport and deliver such goods as a customer or Shipper may tender with reasonable dispatch. Carrier is not otherwise bound to transport the goods by any particular schedule, by a particular route or in time for any particular event or in any other manner other than with reasonable dispatch.
18. NOTICES: All notices required between Carrier and customer or Shipper shall be deemed to be properly served only if reduced to writing and sent by United States mail, certified, return receipt requested, postage prepaid, or by UPS Next Day Air®, fees prepaid, or by personal delivery. The date of any notice so sent will be deemed to be the date of receipt. If any notice mailed or sent by United States mail or by UPS Next Day Air® delivery service is properly addressed with appropriate charges prepaid but is returned because the intended recipient refuses delivery or can no longer be found at the current notice address, such notice shall be deemed effective notice and to be given on the date such delivery is refused or cannot be accomplished.
19. Carrier introduces new services from time to time that would not have been contemplated in a customer agreement that went into effect prior to introduction of the service. Additionally, an existing service provided by Carrier may not be included in a customer agreement for a variety of reasons even though the service was in effect at the time the agreement went into effect. To resolve these situations, Carrier will observe the following rules: Where a Shipper, consignee or other Third Party with an interest in the Shipment requests an accessorial service that was in effect at the time the agreement was in effect, the service will be provided and charged for as negotiated between the parties. Where the accessorial service is introduced by Carrier after the effective date of an agreement, then the stated description of the service in this Tariff, including the service charge, will apply. Any service rendered beyond pickup, delivery and linehaul that is not provided for in this Tariff will be



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charged for as negotiated between the customer and Carrier

**ITEM 101**

**APPLICATION OF RATES – DIRECT AND INDIRECT PRICING**

Direct pricing applications established by UPS Freight in any individual tariff item, contract or statement of agreed pricing will apply between all points in the contiguous United States, and between all points in the contiguous United States on the one hand and all points in Canada on the other, when moving on Carrier's current base rates in effect on the date of shipment, subject to the following conditions:

1. Base rates applicable to such pricing must be the current UPGF 500, 505, 525, 560 or 580 series; and,
2. Shipment must be picked up by UPS Freight on a freight prepaid basis where the UPS Freight ® customer is the Shipper-payor or Third Party payor, or,
3. Shipment must be delivered by UPS Freight on a freight collect basis where the UPS Freight customer is the Consignee-payor or Third Party payor.
4. Unless specifically provided in the pricing, where reference is made to indirect, joint-line, partner or interline pricing in any individual tariff item, Contract or statement of agreed pricing, the pricing applies only on shipments originated by UPS Freight and will not apply on advance interline shipments.

Note Indirect, joint-line, partner and interline pricing shown in the individual tariff, contract or statement of agreed pricing shall have no application to the extent shown above. All other conditions governing the pricing application shall continue to apply.

**ITEM 105**

**APPLICATION OF RATES – SHIPPER PRICING**

Collect shipments consigned to customers having no established pricing or shipments billed to 3<sup>rd</sup> party payers having no established pricing, shall be rated at the Shipper's pricing, to the extent of application, based on 125 percent of the applicable rates or minimum charge. The provisions of this item do not apply when no pricing provisions are applicable.

**ITEM 115**

**GOVERNING PUBLICATIONS**

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

<u>KIND OF TARIFF</u>	<u>ISSUING AGENT</u>	<u>TARIFF SERIES</u>
Canadian Postal Code Directory	Canada Post Corporation	
Direct Service Points	Carrier	Carrier website
Hazardous Materials Regulations Guide	DOT	CFR Title 49
Household Goods Carriers Bureau	Household Goods Carrier's Bureau	HGB 100
Household Goods Carriers Bureau	Household Goods Carrier's Bureau	HGB 105
Mexican Postal ZIP Code Directory	Servicio Postal Mexicano	
National Motor Freight Classification, NMF 100 Series	National Motor Freight Traffic Association Inc	STB NMF 100
National Five-Digit ZIP Code Post Office Directory	United States Postal Service	
Off-Shore Rules	Carrier	UPGF 105

**ITEM 117**

**OFFSHORE FREIGHT CHARGES**

Except as otherwise provided, when a shipment originates in or is destined to Hawaii, Alaska, Puerto Rico, Guam or the US Virgin Islands the shipment will be rated using a combination of rates. The portion of the movement between Carrier's facility in the contiguous 48 United States and the port of debarkation to (or entry from) Hawaii, Alaska, Puerto Rico, Guam and the US Virgin Islands will be rated using the customer's pricing provisions for LTL or Capacity Load shipments, governed by UPGF 102 Tariff in effect on the date of shipment. For Shipments tendered to the Truckload Division, the Tariff UPTS 103 will apply to the domestic portion of the shipment. The portion of the movement between the port of debarkation and the port of entry will be rated using the UPGF 105 Tariff. To the extent UPGF 105 Tariff includes accessorial services and charges, UPGF 105 Tariff will apply. All other accessorial services and charges will be found in this Tariff effective at the time of the shipment. Shippers and Consignees may refer to UPGF 105 Tariff for applicable offshore rates, rules and charges or call international customer Service at (800) 333-7400. A copy of the UPGF 105 Tariff is available upon request at no cost.

**ITEM 120-B**

**DEFINITIONS AND ABBREVIATIONS**

Capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth below:

**Absolute Minimum Charge** is the minimum charge after applying all of the pricing terms and conditions.

**Assembly** is the consolidation of shipments into a larger unit of volume i.e. a single piece or multiple pieces of freight received from one Shipper at one place at one time for one Consignee at one destination and covered by one bill of lading.

**ATA**-American Trucking Association

**Agent** is a person or business entity authorized to act on behalf of another person or business entity

**Allowance** is an amount that is reimbursed to a customer for performing services normally completed by Carrier.

**Broker** is a person other than a motor carrier, its agent or employee that sells, offers for sale, negotiates or holds itself out as selling, providing or arranging for transportation by motor carrier for compensation, as further defined in 49USC article 13102. Brokers arrange for transportation of freight belonging to others and using carrier-provided equipment for the actual transportation services. Brokers normally do not assume responsibility for or take possession of any freight. Brokers are registered with the FMCSA.

**Bumping** is the declaration on the original bill of lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being "Bumped" to qualify for a lower classification rating.

**Business Days** is that time during which operations are generally conducted by Carrier at the point where the service is performed, normally Monday through Friday, excluding Holidays.

**Business Hours** – Carrier's normal Business Hours are 8:00 AM to 5:00 PM

**Capacity Load Rates** are those rates for shipments defined in Item 390.

**Capacity Load shipments** are those shipments tendered to the LTL Division of UPS Ground Freight, Inc. as defined in Item 390.

**Carrier (UPGF)** is the LTL Division of UPS Ground Freight, Inc.

**C O D** – Collect on Delivery.

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**Component** is any portion of a shipment delivered separately by Carrier, regardless of whether it was received separately by Carrier; also a portion of a shipment received separately by Carrier, regardless of whether it was delivered separately.

**Consignee** is the person or business enterprise shown on the bill of lading as the party to whom the goods may lawfully be delivered by Carrier.

**Consolidation** is the consolidation of LTL shipments at one point into a larger unit of volume for transportation to another point.

**Construction Site** is the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

**Constructive Placement** is the delivery of a vehicle at a Place or Site other than the place or site identified on the bill of lading due to the inability of Consignee or Shipper to accept the vehicle at the identified site.

**Current Base Rates** refers to the Carrier's base rates in effect on the date of shipment.

**CWT** – Hundred weight

**Delivery References:**

**Point** – a particular city, town, village, community or other area which is treated as a unit for the application of rates

**Place** – a particular street address or other designation of a factory, store, warehouse, residence, or address within a Point.

**Site** – a particular platform or specific location for loading or unloading at a Place

**Address** – a number and street name (not a Box Number), including US ZIP or Canadian Postal Service Code

**Density** – unit of measure calculated in pounds per cubic foot

**Dimensional Weight** is computed at the actual cube dimensions multiplied by the dimensional weight factor provided in the customer's pricing agreement.

**Diversion** is the process of changing the destination, but not the Consignee, at the request of the owner of the goods, while a shipment is enroute.

**Doubles Trailer** means a set of trailers, each not exceeding 28 lineal feet of loading space, operating in tandem and drawn by a single power unit.

**Equipment** is any motorized truck or self-propelled vehicle for use on the highway, and the trailing equipment of such vehicles.

**Export** designates shipments that originate within the 48 contiguous United States and have a subsequent movement to a location outside the contiguous 48 United States

**FAK** – Freight, All Kinds

**FMCSA** – Federal Motor Carrier Safety Administration.

**Frozen Base Rates** refers to base rates that are not subject to (and do not change with) Carrier's General Rate Increase.

**HGB** – Household Goods Bureau

**Holiday** shall mean Christmas Day, Independence Day, Labor Day, Memorial Day, New Year's Day, Thanksgiving Day or any other day generally observed as a Holiday by Carrier at the point where the service is performed. If a delivery date is specified on the bill of lading or the shipping order and it is a Saturday, Sunday, or a Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

**Import** designates shipments that originate outside the 48 contiguous United States that are either (i) consigned to points within the contiguous 48 United States; (ii) consigned from an ocean or air carrier for delivery within the contiguous 48 United States; (iii) consigned to a warehouse and within twelve months consigned to points within the contiguous 48 United States.

**Impractical Operations** shall mean those types of events set forth in Item 570.

**Interplant Move** is a shipment by a company from one of its facilities to one or more of its other facilities (or the facilities of its divisions or subsidiaries) of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers and manufacturing facilities.

**Less than Truckload (LTL) shipments** are those shipments that have an actual or billed weight of less than 20,000 lbs. and do not exceed 28 linear feet of a trailer.

**Logistics Provider** is any person or business entity holding itself out as a Broker, freight forwarder, third party logistics provider or agent of a Shipper.

**LTL** – see Less than Truckload.

**Lumper** – a third party service that provides loading or unloading services at a shipper or consignee facility for a fee.

**Mine Site** is the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stop offs, charges apply to each portion of the shipment delivered to a mine site.

**NMF** – National Motor Freight Traffic Associations, Inc.

**NMFC** – National Motor Freight Classification

**Non-Frozen Base Rates** refers to base rates that are subject to (and change with) Carrier's General Rate Increase.

**Oil Field** is the site of any pit, excavation, shaft, deposit (including tar/oil sand) or rigging at which crude oil, natural gas or other fossil fuel is, has been, or will be extracted. Such site or Oil Field shall include the entire property upon which the site is located, and delivery to any facility (such as, but not limited to, field warehouses, field deposits, field supply house or similar receiving facilities) located on such property will be considered as delivery to an Oil Field. On shipments involving stop offs, charges apply to each portion of the shipment delivered to an "Oil Field" site.

**PCF** – Per cubic foot (density measure)

**Pricing Program** is any program created to apply in lieu of Carrier's full actual class rates and charges as published in the UPGF 500 Series tariffs.

**Private Residences** means single occupancy dwellings, including home based businesses, condominiums, apartments, camps (other than Military), dormitories, estates, farms, ranches, rectories and other locations where the premises on which a dwelling for living is located is not open to the walk in public during normal Business Hours.

**Pup** is a single trailer not exceeding 28 lineal feet of loading space.

**Reconsignment** is the process of changing the Consignee at the request of the owner of the goods, while a shipment is enroute.

**Set** is more than one trailer, each of which does not exceed 28 lineal feet of loading space.

**Shipment** is a lot of freight received from one Shipper at one place at one time for one Consignee at one destination and covered by one bill of lading, whose weight includes all packaging, wrapping and pallets used in the shipment.

**Shipper** is the person or business enterprise shown on the bill of lading as the Shipper of the goods received by Carrier for transportation.

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**Shipper Load & Count ("SL&C")** is a shipment loaded by Shipper without Carrier's driver present to confirm count.

**Straight Truck** is a two or three axle Vehicle used on a highway for transportation with a driver compartment separated from the cargo compartment.

**Third Party** is defined as a person or company designated on the bill of lading as the payor of the freight charges, but who is neither the Shipper nor the Consignee (or their affiliates) on a bill of lading for a shipment.

**Van** is a single trailer exceeding 29 feet of loading space.

**Vehicle** means any trailer equipment or combination of trailer equipment handled as one unit, drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed the statutory maximum length measured along the center longitudinal line of each trailer floor.

**ITEM 140**

**COLLECTION OF CHARGES – EXTENSION OF CREDIT**

Unless a different credit period has been established in a transportation agreement, the credit period is 15 calendar days which includes Saturdays, Sundays and Holidays. The party responsible for payment of the freight charges must remit payment within 15 days of invoice date. Late payment service charges may apply if not paid within the credit period (see Item 721).

1. The presentation of the freight charges may be completed by first class mail, electronic data interchange or other method acceptable to Carrier and the payor.
2. Payments may be completed by check, a bank draft, money order, electronic funds transfer, automatic clearing house, domestic or international wire transfer or other acceptable method.
3. When a check or similar payment instrument is returned to Carrier for non-payment for any reason, a fee of \$76.00 (plus any bank fees borne by Carrier) for each returned check or similar payment instrument will be applied against the customer's account. Customer may be placed on a "cash only" basis if not cleared to the satisfaction of Carrier.

**ITEM 141**

**FOREIGN TARIFFS**

Base rate tariffs not issued by Carrier are defined as foreign tariffs. When a foreign tariff or an older UPS Freight (or former Overnite) tariff is used as the basis for rating a customer's bills, and the bill of lading covering the shipment is shipped from or consigned to U.S., Canadian or Mexican postal ZIP Codes that are not identified and included within the tariff, then shipment rating will be accomplished using Carrier's UPGF 560 series (US/US), UPGF 525 series (US/CN), UPGF 570 series (US/MX), or UPGF 580 (where applicable) current base rates in effect at time of shipment. Any otherwise applicable pricing established for the customer will apply off the current base rates.

**ITEM 145**

**APPLICATION OF RATES – NEW YORK CITY (Borough of Manhattan)**

Discounts and NMFC class exceptions do not apply on shipments destined to the following ZIP Codes: 10001 – 10099    10101 – 10292

Note 1    Except as otherwise restricted, customers will receive their applicable discount and NMFC class exception provisions on shipments destined to New York ZIP Codes 10001 – 10099 and 10101 – 10292 when their shipments are rated from: UPGF 500, 505, 525, 560, 570 and 580 base rates effective May 1, 2006 and later, OVNT 560 and 525 base rates effective August 14, 2000 and later MTRG 502 base rates effective June 23, 2003 and later

Note 2    Freight charges on shipments destined to these ZIP Codes must be prepaid.

**ITEM 146**

**APPLICATION OF RATES – FLORIDA ZIP CODES**

Discounts and NMFC class exceptions do not apply on shipments originating from or destined to the following ZIP codes:  
33001, 33036-037, 33040-045, 33050-052, and 33070

Note    Except as otherwise restricted, customers will receive their applicable discount and NMFC class exception provisions on shipments originating from or destined to the above ZIP codes when their shipments are rated from UPGF 500, 505, 525, 560, 570 and 580 base rates effective May 1, 2006 and later, OVNT 560 and 525 base rates effective August 14, 2000 and later MTRG 502 base rates effective June 23, 2003 and later

**ITEM 148-A**

**APPLICATION OF RATES – TRADE SHOW SHIPMENTS**

Shipments, subject to rates and charges that are governed by this rules tariff, when picked up from or delivered to convention centers or temporary warehouses, for trade shows, will be subject to the following:

1. The shipment will be rated at the otherwise applicable pricing, but at the class 125 rating and rate (See Note 1). (If the base rate tariff or pricing does not contain a class 125 rating and rate, multiply the otherwise applicable rate or charge by 125%).
2. When the applicable pricing is subject to rating based solely on density, a density of 7.0 pounds per cubic foot will be utilized for rating. If the base rate tariff or pricing does not contain a density of 7.0 pounds per cubic foot and rate, the rate will be determined by multiplying the otherwise applicable rate or charge by 125%.
3. Each shipment will be subject to a trade show shipment charge of \$46.50 in addition to all other charges (See Notes 2 and 3).
4. Carrier will accept television monitors in the exhibition materials tendered to Carrier, under the following conditions:
  - a. The packaging and containers must be accepted for shipment by Carrier representative.
  - b. All exhibition materials must be shrink-wrapped on pallets or contained within a shipping container in a manner to withstand the normal rigors of transportation and handling. Television monitors may be consolidated with other apparatus and shrink wrapped on a pallet.
  - c. Carrier's liability for loss or damage to refurbished or used television monitors that are properly classified, marked, labeled, packaged and tendered as part of a trade show shipment shall be the lesser of the actual invoice price or the liability for class 125 indicated in Section 2 of Item 166, below.
  - d. Where a television monitor is not marked, labeled or packaged as part of a trade show shipment, or is packaged in a manner not approved by Carrier's representative, Carrier's liability shall be the lesser of the actual invoice price or \$3.00 per pound for any lost or damaged television shipped.

Note 1    Freight all kinds (FAK) class exceptions and NMFC class exceptions do not apply.

Note 2    The trade show shipment charge will apply on UPGF 20339 item 2000 rated shipments, but is not otherwise applicable on shipments subject to rates, charges or discounts established in that tariff.

Note 3    The trade show shipment charge on shipments to or from ZIP codes 60601-60699 and 27260 shall be \$78.00.

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**ITEM 149-A**

**APPLICATION OF RATES – CANADIAN POINTS**

**SECTION 1 – INDIRECT POINTS**

Discounts, rates and NMFC class exceptions will not apply on shipments destined to or originating from points in Canada that are not direct service points. For points where direct service is not indicated in the UPS Freight® Service Points File at the time of shipment, Shippers must contact UPS Freight Customer Service at 1-800-333-7400 and select option 6 for a spot quote to include all transportation charges to these locations and the available modes of transportation depending on the season of the year and availability of equipment. When a spot quote is not requested for an interline point prior to shipment, Carrier reserves the right to adjust the charges to reflect any additional costs incurred to process the shipment.

**SECTION 2 – DIRECT POINTS**

For all other direct points in Canada, an additional charge may be assessed to areas where access is limited. This charge will be in addition to all other freight charges applicable to the shipment and will be assessed on all shipments destined to or originating from these points.

A listing of the applicable postal codes is shown in Table 149A below. A shipment destined to or originating from a postal code within one of the ranges shown in Table 149A will be assessed the charge corresponding to the rate code shown for that postal code range. A listing of charges by rate code is shown in Table 149B.

**TABLE 149A – Applicable Postal Codes**

Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code
A0R0A0 – A0R1B0	B	R8N0A1 – R8N2B8	A	T0G2A0 – T0G2B0	C	V0C2R0 – V0C2W0	C
A2V0A1 – A2V2Z2	A	S0J0H0	F	T0G2G0	C	V0C2X0 – V0C2Z0	F
G0G1A0 – G0G1G0	B	S0J0W0	F	T0G2K0 – T0H1P0	C	V0J1A0	C
G0G1M0 – G0G1T0	B	S0J1L0	C	T0H1R0	F	V0J1G0	C
G0G1W0	B	S0J1W0	C	T0H1S0 – T0H4E0	C	V0J1K0	F
G0G2E0 – G0G2G0	B	S0J2B0	C	T0H4G0	F	V0J1P0	C
G0G2P0 – G0G2R0	B	S0J2L0	F	T0P1B0	F	V0J1T0 – V0J1W0	F
G0G2T0	D	S0J2P0 – S0J2R0	F	T0P1C0 – T0P1J0	A	V0J1X0 – V0J1Y5	C
G0G2W0	B	S0J2W0	F	T8S0A1 – T8S2A5	A	V0J2A0	C
G0G2Y0 – G0G2Z0	D	S0J3C0	F	T9H0A1 – T9K5A7	A	V0J2C0	A
J0Y2X0 – J0Y3B0	C	S0J3G0	C	V0C1B0 – V0C1C0	A	V0J2G0	A
J0Y3H0	C	S0M0G0	C	V0C1E0 – V0C1G0	F	V0J2H0	F
P0L2H0	F	S0M0J0 – S0M0K0	C	V0C1H0 – V0C1K0	A	V0J2J0 – V0J2J3	C
P0V1C0	C	S0M0M0	C	V0C1L0	F	V0J2N0 – V0J2N7	C
P0V1W0	F	S0M0S0	C	V0C1N0	A	V0J2R0	C
R0B0A0 – R0B0B0	F	S0M1C0	C	V0C1R0	C	V0J2T0 – V0J2W0	F
R0B0E0	F	S0M1G0	C	V0C1S0	A	V0J3B0	F
R0B0L0 – R0B0M0	C	S0M2H0	C	V0C1T0	C	V0J3J0	C
R0B0N0	F	S0M2M0	C	V0C1V0	A	V0J3N0	A
R0B0S0 – R0B0V0	C	S0M3E0 – S0M3H0	C	V0C1W0	F	V0J3S0 – V0J3T0	C
R0B0W0	F	S0P0E0 – S0P0G0	C	V0C1X0	A	V0W1A0	F
R0B0Z0 – R0B1A0	C	S0P0J0	F	V0C1Y0	C	V1G0A1 – V1G0C9	B
R0B1C0 – R0B1E0	C	T0G0C0	C	V0C1Z0	F	V1G1A1 – V1G5B6	B
R0B1G0 – R0B1L0	F	T0G0K0-T0G0M0	C	V0C2A0 – V0C2B0	C	V1J0A1 – V1J0H9	B
R0B1N0	F	T0G0V0	C	V0C2C0 – V0C2E0	A	V1J1A2 – V1J7J6	B
R0B1P0 – R0B1R0	C	T0G0W0 -T0G0X0	C	V0C2G0	C	V8C0A0 – V8C9Z9	G
R0B1S0	A	T0G1B0 -T0G1G0	C	V0C2H0	A	V8J0A0 – V8J9Z9	G
R0B1W0 – R0B1Z0	F	T0G1J0 – T0G1K0	C	V0C2J0	C	X1A0A1 – X1A9Z9	E
R0B2B0	C	T0G1X0	C	V0C2K0 – V0C2N0	A	Y1A0A1 – Y1A9Z9	G
R0B2C0 – R0B2G0	F						

**TABLE 149B – Rate Code Table**

Rate Code	Minimum Charge	Charge per cwt	Maximum Charge	Rate Code	Minimum Charge	Charge per cwt	Maximum Charge
A	\$30.70	\$ 6.10	\$123.40	E	\$90.00	\$17.90	\$538.00
B	\$42.00	\$ 8.40	\$196.00	F	\$112.00	\$22.50	N/A
C	\$53.30	\$ 10.60	\$266.00	G	\$112.00	\$22.50	\$673.00
D	\$70.00	\$ 14.00	N/A				

**ITEM 150-A**

**INDEMNIFICATION**

Shipper shall indemnify, defend and hold harmless Carrier, including its officers, directors, agents, sub-contractors, employees and those of its parent and affiliated companies from and against any and all claims, demands, losses, damages and expenses (including reasonable attorney's fees, costs and expenses ) connected with or resulting from injury to or death of any person, injury to property or to natural resources arising out of Shipper's (or its

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employees' or agents') negligent acts or omissions or willful misconduct, or violation of any local, state or federal law or regulation. Customer shall further indemnify, defend and hold Carrier harmless in the event Customer tenders to Carrier any prohibited item for shipment. Carrier shall provide Shipper with (i) written notice of any such claim within a reasonable time of its receipt; (ii) authority and control over the defense and/or settlement of such claim; and (iii) reasonable assistance and information for the defense of such claim that is available to Carrier at Shipper's cost.

**ITEM 160**

**LOGISTICS PROVIDER**

This Item applies to Logistics Providers, as defined in Item 120, and shall be in addition to all other terms and conditions of this tariff.

**SECTION 1 – SERVICE**

Subject to reasonable requests, Carrier may transport such merchandise as Logistics Providers may tender to Carrier, excluding any prohibited merchandise or articles described this rules tariff. Additionally, the services by Carrier shall not include any freight that is destined to have any subsequent movement by any aircraft.

**SECTION 2 - REPRESENTATIONS AND WARRANTIES**

1. Each Logistics Provider represents and warrants that neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors;
2. Each Logistics Provider acknowledges and agrees that neither it nor its agents will represent to any third party that Logistics Provider is authorized to bind Carrier or that Logistics Provider is authorized to act on behalf of Carrier.
3. Each Logistics Provider represents and warrants that it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics Provider and any customer or other third party. Specifically, each Logistics Provider represents and warrants that it will not tender any goods to Carrier that it is prohibited from brokering or providing to third parties for transportation.
4. Each Logistics Provider represents and warrants that in the event any other motor carrier transports all or any portion of a shipment tendered to Carrier, for example, by way of an interline or interchange, it shall be solely responsible for selecting such third party motor carrier.
5. In the event that any Logistics Provider additionally holds authority from any regulatory agency to operate as a motor carrier, it represents and warrants that all goods tendered to Carrier hereunder shall be tendered pursuant to the Logistics Providers' Broker and/or freight forwarder authority.
6. Each Logistics Provider represents and warrants that it is duly and legally qualified to operate as a Broker and or freight forwarder in accordance with applicable law.
7. Each Logistics Provider represents and warrants that it maintains all insurance coverage as required by applicable law.
8. Each Logistics Provider represents and warrants that it shall not provide to Carrier any freight that is destined to have any subsequent movement by any aircraft.

**SECTION 3 - DISPOSITION OF CLAIMS**

The Logistics Provider expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to the Logistics Provider. As between Carrier and the Logistics Provider, the Logistics Provider agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability with regard to any of its customers (for purposes of this Item 160, a "Customer"). The Logistics Provider will indemnify and hold Carrier harmless from any claim made by any Customer or any third party claiming an interest in the goods tendered to Carrier by the Logistics Provider.

**SECTION 4 - REFUSAL OF SHIPMENT**

In the event of refusal of a shipment by a Consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify the Logistics Provider. Carrier shall have reduced liability as a warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this tariff.

**SECTION 5 - INDEMNIFICATION**

Logistics Providers shall indemnify, defend and hold harmless Carrier, including its respective officers, directors, agents, employees and parent, and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses), connected with or resulting from (i) violation of any local, state or federal law or regulation, (ii) breach of any representation or warranty contained herein, (iii) strict liability imposed by any law or regulation, or (iv) injury to or death of any person, injury to property, or to natural resources to the extent arising out of the Logistics Provider's or its Customer's (or its respective employees' or agents') negligent acts or omissions or willful misconduct. Carrier shall provide a Logistics Provider with (1) written notice of any such claim; (2) sole authority and control over the defense and/or settlement of such claim; and (3) upon the written request from the Logistics Provider, such reasonable assistance and information as is available for the defense of such claim at the Logistics Provider's expense.

**ITEM 166-C**

**CARRIER LIABILITY FOR CARGO LOSS OR DAMAGE**

This rule explains the liability limits and conditions established by Carrier for all shipments handled. SECTION 1, "GENERAL LIABILITY" applies except where a more specific liability provision exists in this item.

**SECTION 1 – GENERAL LIABILITY**

1. Carrier's liability for loss, damage, or destruction to any shipment or part thereof is limited to the lesser of: (1) twenty five dollars (\$25.00) per pound per package; (2) \$100,000 per shipment; (3) the actual invoice value of the commodities or articles lost, damaged or destroyed; (4) the amount determined from the applicable limited liability provisions of the NMFC; (5) the limits provided by contract, if applicable; or (6) any other applicable limits set forth in this tariff, unless Excess Declared Value Coverage is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and the applicable additional charges are paid (see Item 166-1).
2. In no event shall Carrier be liable to any party to the extent damages represent loss of profit, income, interest, attorney fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the Shipper, Consignee or a third party. This liability limitation extends to the delay, misdelivery or nondelivery of information regarding the shipment. Where the rate or NMFC classification is dependent on value, Shippers are required to state specifically in writing on the bill of lading the declared value of the property.

**SECTION 2 – LIABILITY FOR COMMODITIES OR ARTICLES SUBJECT TO EXCEPTION RATINGS (See Note 6)**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof for which the charges are determined by class exception ratings or freight of all kinds class exceptions is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to the maximums by exception class as shown in Table 166 below, unless Excess Declared Value Coverage is requested and the additional charges are paid.

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**Table 166 – Maximum Liability per pound per package for Commodities Subject to Class Exception Ratings**

CLASS	*MAXIMUM LIABILITY	CLASS	*MAXIMUM LIABILITY
50	\$1.00	92.5	\$13.00
55	\$2.00	100	\$15.00
60	\$3.00	110	\$16.00
65	\$5.00	125	\$17.00
70	\$5.50	150	\$18.00
77.5	\$8.00	175	\$19.00
85	\$11.00	200 & up	\$20.00

**SECTION 3 – LIABILITY FOR ITEMS OTHER THAN NEW, INTERPLANT MOVES AND INTERNET AUCTION ITEMS**

Items not manufactured or distributed by a company in its normal business operations include, but are not limited to, items such as equipment, machinery, accessories, raw materials, office equipment, electronic equipment (including computers), spare parts and supplies utilized by the company in its business operations. Commodities or articles which are in any way other than new (including, but not limited to, commodities or articles which are “used”, “reconditioned”, “refurbished”, or “rebuilt”); commodities or articles shipped as part of an Interplant Move; and commodities or articles purchased through internet auctions, whether listed on the bill of lading as such or not, will be accepted for transportation subject to the following Carrier liability limitations and conditions:

1. Carrier’s liability for loss, damage, or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
2. Carrier’s liability for loss, damage, or destruction to commodities or articles subject to liability limitations on the bill of lading or as provided in the NMFC is limited to, (1) the actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; (3) applicable limited liability provisions of the NMFC; or, (4) \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
3. Carrier’s liability for loss, damage or destruction to any shipment resulting from an internet auction sale is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or \$1.00 per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
4. Failure to declare a commodity as other than new, including the use of terms such as “used,” “reconditioned,” “refurbished” or “rebuilt;” failure to identify the shipment as part of an interplant move; or failure to identify the commodities as purchased through an internet auction will not alter the application of this item.

**SECTION 4 – LIABILITY FOR SHIPMENTS PRICED BY HANDLING UNIT**

Carrier’s liability for loss, damage, or destruction to any shipment or part thereof that has been priced per handling unit (per piece, per pallet, per drum, etc.), is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; (3) applicable limited liability provisions of the NMFC; or (4) one dollar (\$1.00) per pound per package; whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.

**SECTION 5 – LIABILITY FOR SPECIFIC COMMODITIES OR ARTICLES**

1. The following list of commodities or articles are subject to the liability limitations and conditions shown below:

COMMODITIES OR ARTICLES	NMFC ITEM and SUB NUMBERS	LIABILITY PER POUND
Furnaces, house heating, hot air	26280	\$2.00
Heaters, water, NOI	26520	\$2.00
Cards or tickets, paper or plastic	40750 S1	\$2.00
Cards or tickets, paper or plastic	40750, S2	\$3.00
Cards or tickets, paper or plastic	40750, S3	\$4.00
Furniture Group	79000 – 82670	\$2.00
Furniture Parts Group	82750 – 83999	\$2.00
Air Coolers, Air Conditioners, or Heat Pumps	114125	\$2.00
Air Handlers, Refrigeration Evaporators	114126	\$2.00
Machines, Systems or Devices	116030	\$5.00
Compressors, air; or Air Ends, NOI	118100	\$2.00

2. Provisions Regarding Shipments of Televisions or Television Monitors:
  - a. When a shipment of new televisions is properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a separate Agreement for Shipping and Transporting Televisions (“Television Agreement”), and the shipment is lost or damaged, Carrier’s liability shall be the lesser of the actual invoice price or \$25.00 per pound for any lost or damaged television shipped;
  - b. Carrier’s liability for loss or damage to refurbished or used televisions that are properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a Television Agreement shall be the lesser of the actual invoice price or \$5.00 per pound.
  - c. Where a shipment is not classified, marked, labeled or packaged correctly in accordance with the terms of a Television Agreement, and the shipment is lost or damaged, Carrier’s liability shall be the lesser of the actual invoice price or \$3.00 per pound for any lost or damaged television shipped.
  - d. Shipments of televisions will be consigned to businesses and not private residences, and no single television or television monitor will be tendered for shipment. If a single unit is tendered to Carrier or if the television(s) is consigned to a private residence, Carrier liability for loss or damage shall be the lesser of the actual invoice price or \$1.00 per pound.
  - e. Shipments of televisions over 24” require advanced written approval by Carrier. In the event these articles are inadvertently accepted but not approved in writing by Carrier prior to pick-up, Carrier will not be liable for delay, loss or damage. In the event Carrier has approved the transportation of these articles, Carrier’s maximum liability shall not exceed \$0.10 per pound per package. In no case shall Carrier liability exceed \$100,000.00 per shipment. For more information on restricted items such as televisions, see Item 780, Section 1A.

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3. Provisions Regarding Shipments of Food, Food-Related Products, Medical Supplies, Drugs and Toiletries for Human or Animal Consumption or Use:
- a. Carrier shall not be liable where loss or damage is limited to the packaging, and no loss or damage to the contents of the package is evident, even if such loss or damage results in Shipper incurring a cost for repackaging and redelivery.
  - b. Carrier shall not be liable for loss or damage for any concealed damages, contamination, or infestation unless Shipper can demonstrate by clear and convincing evidence that there has been actual damage, contamination or infestation and it was caused by Carrier's negligence or willful misconduct. In such event, Carrier shall only be liable to the extent provided in this rules tariff for that portion of the shipment that suffers such actual damage, contamination or infestation, and the liability shall be limited to \$3.00 per pound for the product lost or damaged. Carrier shall not be liable for loss or damage in the event of product expiration.
  - c. Shipper shall incur all costs for salvage or disposal or destruction of product and packaging where, following Shipper's internal policies and procedures, shipments shall not be salvaged even where only packaging is damaged.
  - d. Where Shipper requires Carrier to dispose of or destroy a shipment, Shipper will be charged an administrative fee of \$100.00 per shipment in addition to any applicable fees charged by the facility.

**SECTION 6 – LIABILITY – MEXICO (See Section 2 of this tariff).**

**SECTION 7 – LIABILITY – CANADA**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof in connection with shipments originating in the provinces of Canada is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to a maximum liability of \$2.00 (Canadian dollars) per pound based on the entire weight of the shipment. In no case shall Carrier's maximum liability exceed \$20,000 (Canadian dollars) unless Excess Declared Value Coverage is requested and the additional charges paid. Commodities or articles accepted with an invoice value exceeding \$2.00 (Canadian dollars) per pound without a specific request for Excess Declared Value Coverage will be considered to have been released by the Shipper at a maximum of \$2.00 (Canadian dollars) per pound.

**SECTION 8 – LIABILITY – VOLUME RATES AND SPOT QUOTES**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof in connection with volume rated shipments (i.e. linear foot rated, pup rated, or set rated shipment) or spot quotes will be governed by the terms of the quote, but in no event shall Carrier's liability be greater than the actual invoice value of the damaged or lost commodities or articles. In cases where Carrier's liability is not established by the terms of a volume price quote, Carrier's liability will be limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; or, (3) applicable limited liability provisions of the NMFC; whichever is less, subject to a maximum liability of \$1.25 per pound per package. In no case shall Carrier's liability exceed \$10,000.00 per shipment. This section is not subject to Item 166-1.

**SECTION 9 – LIABILITY – UPS FREIGHT® LTL URGENT**

Urgent shipments (as defined in Item 822), moving "out of network", if loss or damage occurs, Carrier's liability for loss or damage will be \$0.50 per pound per package, unless "Excess Declared Value Coverage" is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and applicable charges are paid.

Urgent shipments (as defined in Item 822) moving "in network" if loss or damage occurs, Carrier's liability for loss or damage will be subject to the terms and conditions otherwise stated herein this Item 166.

**SECTION 10 – LIABILITY FOR PROTECTIVE SERVICE SHIPMENTS (See Also Item 810)**

1. Carrier shall have no liability for loss, damage or destruction to any shipment or part thereof for failure to provide Protective Service (Temperature Controlled or Freezable Protection), (i) if such is the result of a delay in delivery because of the need for a delivery appointment, notification prior to delivery or any other delay not attributable to the negligence on the part of the Carrier, (ii) if the shipment is refused by the Consignee, (iii) if Shipper fails to indicate "TEMPERATURE CONTROLLED SERVICE REQUESTED", or "PROTECT FROM FREEZING", as applicable, on the bill of lading at the time of the shipment, (iv) if Shipper fails to comply with the applicable pick up and/or delivery process set forth in the Conditions of Service in Item 810, (including without limitation, in the case of Temperature Controlled Service, if Shipper fails to give Carrier 24 hours prior notice of the shipment or fails to arrange the transportation service through UPS Freight® LTL Urgent ), or (v) if any of the Exclusions of Service in Item 810 apply.
2. Carrier shall have no liability for loss, damage or destruction to any shipment or part thereof for failure to provide Temperature Controlled Service, if the commodity degrades even though Carrier maintained a temperature range between 40<sup>o</sup> and 65<sup>o</sup> Fahrenheit.

**SECTION 11 – LOSS OR DAMAGE CLAIM FILING**

1. Carrier will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in Title 49 CFR, Part 370 and STB NMF 100 series, Items 300100 through 300155. All claims for loss or damage to property transported by Carrier must be filed with Carrier within nine (9) months following delivery. All claims for loss in the case of non-delivery must be filed within nine (9) months following the date of the bill of lading. Failure to do so shall forever bar recovery of the claim. Any action at law with respect to such claim must be instituted against Carrier within a period of two (2) years from the date on which Carrier provided written notice disallowing all or part of the claim for which the action is sought.
2. All claims must be accompanied by documents supporting the amount of the claim. This documentation may include original manufacturer invoices, purchase orders, statements of actual expense incurred such as invoices for repair or repackaging, or other documents verifiable to Carrier's satisfaction.
3. Delivery receipts without written notice of damage by the recipient are prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.
4. In the case of a claim for concealed loss or damage that could not have been noted at the time of receipt, the claimant must notify Carrier no later than fifteen (15) days after the delivery date. Notice of concealed damage must be confirmed in writing. Carrier may make an inspection, have its agent inspect, or waive inspection. Where Carrier waives inspection, Consignee or claimant must make the inspection and record all information available that is relevant to the concealed loss or damage claim. Where Carrier or its agent schedule an inspection, claimant must hold the shipping container, all packaging material and contents in the same conditions as they were in when damage was discovered.
5. Where salvage value will be a substantial element of the claim it is the duty of the Consignee, Shipper or claimant to handle the freight in such a manner as to mitigate the claimed loss through repackaging, repair or salvage proceeds.

**SECTION 12 – OFFSETTING OF FREIGHT CHARGES**

Claims and claim amounts made against Carrier (whether filed or unfilled) may not be offset by Shipper, Consignee or payor against freight charges otherwise owed to Carrier.

**SECTION 13 – LIABILITY LIMITS FOR DENSITY BASED RATING**

Shipments moving under Item 645 will be subject to the following limits of liability for new articles. Exclusive of the limits defined below for new

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articles, shipments moving under Item 645 will be subject to all other liability provisions outlined under Item 166.

1. For shipments with a density of 22.5 or higher, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed or two dollars (\$2.00) per pound per item, whichever is less, up to a maximum of \$3,000 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.
2. For shipments with a density between 12 and 22.4, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged, or destroyed or five dollars (\$5.00) per pound per item, whichever is less, up to a maximum of \$7,500 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.
3. For shipments with a density of 11.9 or less, Carrier's liability for loss, damage or destruction to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged, or destroyed or eight dollars (\$8.00) per pound per item, whichever is less, up to a maximum of \$12,000 per incident, unless Excess Declared Value Coverage is requested and additional charges are paid as outlined in Item 166-1.

**SECTION 14 – LIABILITY LIMITS FOR SHIPMENTS RATED AS GROUND WITH FREIGHT PRICING (“GFP”)**

UPS GFP and related services are subject to the terms and conditions of the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at time of shipping.

1. Maximum Liability Limit. If a shipment or any part thereof, is lost, damaged or destroyed, Carrier liability shall be limited to the actual invoice value, replacement cost less depreciation or \$100.00 per shipment, whichever is less (“Maximum Liability Limit”).
2. Excess Declared Value Coverage for GFP Shipments. Shipper may request Excess Declared Value Coverage for GFP Shipments, in excess of the initial Maximum Liability Limit, up to \$25,000.00 per shipment. The charge for Excess Declared Value Coverage is 65 cents (\$0.65) per each \$100 value requested in excess of the Maximum Liability Limit, subject to a minimum additional liability coverage charge of \$5.00 per shipment (this rate or charge is not subject to discounting). Shipper must show the requested “Declared Value” on the bill of lading. For items declared in excess of \$10,000, Shipper must call (866) 202-2511 to obtain an authorization code prior to pick up. In the event no authorization code is obtained by the Shipper, and where the value declared is in excess of \$10,000, Carrier liability shall not exceed \$10,000. Where Carrier is responsible for a refund of freight charges (or a portion thereof) to be included as part of Carrier's payment of a claim for loss or damage on a shipment that has been Excess Declared Value Coverage for GFP Shipments, Carrier shall reimburse the Shipper for the actual retail shipping and packaging charges paid to Shipper (or a portion thereof); provided that the total sum of the freight and packaging charges and payment due for the loss or damage shall not exceed the amount of the total declared value. Carrier may raise or lower the limit of Excess Declared Value Coverage for GFP Shipments at any time by providing 60 days written notice to Shipper.
3. Carrier's liability for commodities shipped as “other than new”, “reconditioned”, “refurbished”, interplant moves and articles sold on internet auctions is limited to actual value of goods lost or damaged, or 10 cents per pound per package, whichever is lower. There are additional liability limitations related to specific NMFC item numbers, and FAK pricing as well as additional guidelines included for GFP, see above Sections.
4. Packaging Requirements. Shipments tendered for transportation must be packaged in accordance with packaging guidelines provided by the UPS Stores franchisee (“MBE Packaging Guidelines”). Excess Declared Value Coverage for GFP Shipments will ONLY apply to shipments where the packaging is in accordance with MBE Packaging Guidelines or where the shipment tendered for transportation is in the original manufacturer's carton and interior packaging. Excess cargo liability coverage will not apply where packaging has been provided by the Shipper customer. In the event a shipment is inadvertently accepted, which has not been properly packaged in accordance with MBE Packaging Guidelines or which was customer-packaged, Carrier liability for loss or damage to any shipment or part thereof is limited to 50% of the actual value or replacement cost less depreciation, or declared value, whichever is less.
5. No service shall be rendered in the transportation of any prohibited or restricted articles identified in Item 780. In the event a shipment containing prohibited or restricted articles is inadvertently accepted, Carrier will have no liability for loss or damage to the shipment.

**CARRIER LIABILITY NOTES**

- Note 1 Additional liability coverage above the maximum Carrier liability limits shown herein is available in accordance with Item 166-1.
- Note 2 In no case shall Carrier's liability for new items exceed \$100,000.00 per shipment unless excess declared value coverage is requested and the additional charges are paid.
- Note 3 Shipments of commodities or articles that have an invoice value exceeding the maximum liability limits outlined above will be considered shipments of “extraordinary value,” and will not be accepted except under the conditions and charges as provided in Item 166-1 “Excess Declared Value Coverage and written authority from Carrier.” Moreover, if inadvertently accepted, such shipments will be considered released at a value not to exceed the maximum liability limitations provided herein. Commodities identified as restricted in Item 780-1A, are subject to additional liability limitations and approval prior to acceptance of the shipment.
- Note 4 Where the term “per package” is used, it shall mean the smallest identifiable unit authorized by the provisions of the individual tariffs or classification item. In the event of partial loss, damage or destruction to a shipment, the Shipper shall be entitled to a partial recovery based on the per pound per package liability limits of this Item. The amount of Shipper's maximum recovery shall be determined by dividing the weight of the particular package or packages that were lost, damaged or destroyed by the weight of the entire shipment and then multiplying that ratio by Carrier's total maximum liability for the entire shipment. For example, assuming (1) the maximum liability for a particular shipment is \$25.00 per pound per package, (2) the entire shipment weighed 100 pounds, (3) the packages that were lost, damaged, or destroyed weighed a total of thirty pounds, and (4) the total invoice value of the packages was \$900.00 dollars, then Shipper's total recovery would be \$750.00 dollars. If the weight of the individual package or packages that were lost, damaged or destroyed cannot be determined, then the average weight per package will be used to determine the Shipper's total recovery.
- Note 5 Whenever the NMFC provides a released value rating for any commodity or article included in a shipment, such value shall be stated on the Shipping Order and bill of lading by the Shipper or Shipper's agent at time of shipment. Should Shipper or Shipper's agent fail to state the released value of such commodity or article at time of shipment or declares a value higher than the highest released value shown, the shipment will be subject to the lowest released value provided for such commodity or article in the NMFC. Excess declared value coverage in item 166-1 is not applicable for commodities or articles subject to released value ratings in the STB NMF 100 Series and where the shipment moves at a release value rate.
- Note 6 Whenever a customer's pricing program provides rates or charges based on exception class rating level, on a freight of all kinds exception class or on a stated rate or charge per handling unit (whether or not the shipment is rated as a minimum charge), and the NMFC provides released or declared value ratings for such commodity or article, the lowest released value provided for such commodity or article will apply, regardless of



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any notation, absence of a released notation, or higher value declaration on the bill of lading to the contrary.

- Note 7 Where a commodity or article is subject to more than one liability limit shown herein, the lowest applicable liability limit shall apply.
- Note 8 Whenever the NMFC provides an actual value rating for any commodity or article included in a shipment, such value shall be stated on the Shipping Order and bill of lading by the Shipper or Shipper's agent at time of shipment. Carrier's liability shall not exceed the actual value shown on the Shipping Order and bill of lading, and shall be subject to the maximum Carrier liability limits otherwise shown in this item. Excess declared value coverage in Item 166-1 is not applicable for actual value commodities or articles.
- Note 9 Movement of property as part of a continuous movement that has been or will be transported by an "air carrier" is subject to a maximum liability of 50 cents per pound per package.
- Note 10 Carrier liability limits shown in this rule apply even when the shipment is rated at the minimum charge. Apply the liability limit otherwise applicable to the shipment for less-than-truckload or Capacity Load shipments.
- Note 11 For shipments moving on shrink wrapped skids, and where the shrink wrap is intact on delivery, Carrier shall not be liable for loss or damage to individual items.
- Note 12 Carrier shall not be liable for loss, damage or for any delay to a shipment caused by an act of God, the public enemy, the authority of law, the inherent nature or vice of the goods (including but not limited to natural shrinkage), or resulting from an act or default of the Shipper.
- Note 13 Each of the Shipper, Consignee, Broker and owner of the goods shall, at its cost and expense, comply with all applicable federal, state, local and international laws, rules and regulations pertaining to its shipments, and agrees to furnish all documents necessary to comply with such laws, and shall be responsible for all costs (including Carrier accessorial charges), liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance with any such laws, rules or regulations. Under no circumstances shall Carrier be liable for any failure to comply with any such provisions.
- Note 14 If loss or damage occurs to goods in transit during the loading, handling, stowage or carriage on an ocean vessel, or during the discharge of such goods from the ocean vessel, Carrier liability shall be limited to the actual value, the liability limits shown in Sections 1- 8 of this item or \$500 per package, whichever is less.
- Note 15 Failure of the Shipper to declare a commodity or article as "other than new" (including, but not limited to, failure to declare the commodity or article to be "used", "reconditioned", "refurbished", or "rebuilt") and/or failure to declare a commodity or article shipped as being part of an interplant move shall not alter the application of this item. Commodities or articles purchased through internet auctions will be deemed to be used unless claimant can prove otherwise.
- Note 16 Carrier has identified certain commodities it is prohibited from handling, or which require operations approval prior to pickup. Liability for loss or damage of these types of commodities is further limited. See Item 780 for further details.

**ITEM 166-1**

**EXCESS DECLARED VALUE COVERAGE**

The Shipper may request "Excess Declared Value Coverage" for shipments of commodities or articles that exceed the maximum liability limitations provided in Item 166 or in other tariffs or contracts making specific reference to this Item 166-1. Shipments that are inadvertently accepted that exceed these limitations, and where "Excess Declared Value Coverage" is not requested, will be considered released at a value not to exceed the maximum liability limitations shown in Item 166.

"Excess Declared Value Coverage" will be deemed to be requested when the bill of lading specifically contains a request for excess coverage including the total dollar amount of excess coverage requested. (See Examples below and Note 1)

"\$20,000.00 excess declared value coverage requested"

"\$20,000.00 excess liability requested"

OR

OR

"Excess declared value coverage requested: \$20,000.00"

"Excess liability requested: \$20,000.00"

The charge for the "Excess Declared Value Coverage" will be 3% of the amount of excess liability requested, subject to a minimum charge of \$65.00 per shipment. This charge is in addition to any other freight charges accruing to the shipment, and is to be paid by the party responsible for payment of the freight charges. The fee for Excess liability coverage is not recoverable in the event of cargo claim for loss or damages.

The maximum excess declared value coverage allowed is \$100,000.00 per shipment.

In no case shall Carrier's total liability (including "Excess Declared Value Coverage") exceed the actual invoice value of the goods shipped.

- Note 1 Carrier excess declared value coverage is NOT insurance. A statement on the bill of lading to insure for a specific value or a statement of value without an express request for excess liability coverage will not increase Carrier's liability, and charges for excess liability coverage will not be assessed.
- Note 2 Excess declared value coverage requested in excess of the maximums allowed will not increase Carrier's liability above the stated maximums. In the event excess liability coverage is requested for an amount greater than the maximums provided, the maximum allowable excess liability coverage shall apply.
- Note 3 Excess liability coverage requested on the Canadian bill of lading will be 3% of the amount of excess liability requested stated in Canadian dollars.
- Note 4 Maximum excess coverage for Item 166 SECTION 3 is \$5.00 per pound per package, subject to a maximum of \$5,000.00 per shipment.
- Note 5 Excess liability coverage is not applicable on or available for Prohibited Articles (see Item 780), or commodities or articles where the NMFC provides actual or released value ratings. Any request for excess value coverage on such articles is null and void, and acceptance of a shipment bearing a request for excess value coverage does not constitute a waiver of any provision of this tariff as to such shipment.
- Note 6 For items of "extraordinary value," approval must be granted by Carrier's regional operations management or corporate Director of Cargo Claims and Quality or the Director – Operations Services. When approved in advance, excess liability coverage as defined above will be applicable. If advanced written approval is not granted Carrier's liability is limited by Item 780, Section 1A. e

**ITEM 170**

**MINIMUM PAYMENT AMOUNT FOR ALLOWANCE, DISCOUNT AND INCENTIVE CHECKS**

Should a participant in an Allowance, discount or incentive program fail to tender or receive a sufficient volume of business to earn a payment from Carrier of \$50.00 or more in a period (month, quarter or year as defined in the program), no payment will be made.

Each period will stand on its own for payment computation purposes. Business volume will not be rolled over from one period to the next in order to meet the minimum payment requirement.

Should a participant fail to meet the \$50.00 minimum payment requirement for three consecutive periods the Allowance, discount or incentive program will

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be rendered inapplicable and will be canceled.

Should a participant become delinquent as described in Item 721, any Allowance, discount or incentive payment otherwise due pursuant to this Item will be forfeited by the participant. Carrier may reinstate the Allowance, discount or incentive solely at its discretion on a case-by-case basis depending on the cause of the delinquency, the duration of the delinquency and other facts at its disposal.

**ITEM 171**

**ARTIFICIAL CONSTRUCTION OF DENSITY (BUMPING) – NON – APPLICATION**

(Exception to NMFC Item 171)

The provisions of NMFC Item 171 "Bumping" will not apply.

**ITEM 300**

**ADVANCING OR PAYING CHARGES**

(Exception to NMFC Item 300)

1. Unless otherwise instructed by the Shipper or Consignee, Carrier may advance charges for truck entry fees, pier handling fees or for accrued lawful charges of air or water carriers. Such advancements or payments together with the charges accruing under this item will be assessed to the party paying the freight charges.
2. The charge for this service will be 5% of the amount advanced or paid, subject to a minimum charge of \$72.00 per shipment.

Note 1 Charges specified in this rule must be entered on billing in such a manner as to accurately describe their exact character.

Note 2 Provisions of this item do not include the advancing of Broker's fees or in bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

**ITEM 345-A**

**ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**SECTION 1 - ARRIVAL NOTICE**

1. Carrier will make a diligent effort to notify Consignee of the arrival of a shipment at Carrier's destination service center. Regardless of the method of transmitting the notice of delivery to the Consignee, the notice will indicate the Shipper, commodity as described on the bill of lading and shipment weight. Actual tender of delivery constitutes notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the Consignee not later than the next Business Day following the arrival of the shipment:
  - a. The notice will be given by telephone or mail.
  - b. In the case of notification by mail, the notice will be considered received by the addressee at 8:00 A.M. on the first Business Day after it was mailed. If Consignee is notified by both telephone and by mail, the earlier date of contact will determine the arrival notice date.
3. Shipments not delivered on the next Business Day following notification will be subject to storage charges as outlined in Item 910

**SECTION 2 - UNDELIVERED FREIGHT**

1. If freight cannot be delivered because of the Consignee's refusal or inability to accept it, or because Carrier cannot locate the Consignee, or if freight cannot be transported because of an error or omission on the part of the Shipper, Carrier will make a diligent effort to notify the Shipper promptly that the freight is in storage and the reason thereof.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions printed on the bill of lading, shipping order, shipping label, or container or disposition instructions issued prior to tender of delivery, will not be accepted as an authority to reship, return, or reassign a shipment, or to limit storage liability. Carrier will follow only the Uniform Bill of Lading terms and conditions for disposition of undelivered freight, as further described in Item 910.

**ITEM 360**

**APPLICATION OF CLASSES**

(Exceptions to NMFC 100 Series items 170 and 421)

1. To insure the correct assessment of freight charges and to avoid infractions of federal and state laws, Shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series).
2. Appropriate abbreviated descriptions are permitted provided the NMFC item is used and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating (i.e. "Class 70" or "FAK 70") are not acceptable forms of abbreviation and shall not determine the classification rating applicable to such commodity. Packaging types are required for classification rating and must be shown.
3. If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, the shipment will be assigned a class, and rates will be assessed on the basis of the shipment density as calculated in Item 640. (See Note 1)
4. On shipments where the commodities have been combined or attached to each other, and not specifically classified or described in this tariff or in the governing publications (see Item 115), the commodities will be charged at a rate of the highest rated article(s) of the combined unit. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.
5. For commodities that are subject to different class ratings dependent upon the actual density or density group, Shippers must show on the bills of lading and shipping orders the actual density or density group for the commodity shipped. If the actual density or density group is not shown and the shipment is inadvertently accepted, Carrier will assess its charges on the highest class provided for such commodity not to exceed a class 250 rating.

Note Upon submission of satisfactory documentation of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class. This documentation may be an invoice or packing slip along with a spec sheet or catalog page that lists the commodity description, weight and shipping dimensions; or a copy of the spec sheet or catalog page information identifying the freight that references the item indicated on the original bill of lading. A new bill of lading covering the same shipment or a copy of the original bill of lading with typed or hand-written description, weight, density or class changes is NOT acceptable documentation.

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**ITEM 361-A**

**BILL OF LADING, LETTER OF AUTHORITY AND FREIGHT BILL CORRECTIONS  
(Exception to NMFC Item 360)**

1. Carrier's transportation services are governed by the Uniform Straight Bill of Lading terms and conditions shown in the NMFC in effect on the date of the shipment, unless modified by the rules and charges published in this tariff, or covered in a separate agreement between the Shipper and Carrier. A bill of lading form provided by UPS Freight, either as a hard copy form or through the use of its web site resources meets the requirements of the Uniform Straight Bill of Lading for these purposes. If a Shipper elects to use a non-authorized bill of lading contract or other form of freight receipt, such non-authorized forms are not contracts of carriage and Carrier will not be subject to its terms and conditions. The terms and conditions of the Uniform Straight Bill of Lading shall apply and govern.
2. Where a bill of lading issued by the Shipper is a non-authorized form, a driver or other carrier signature will acknowledge receipt of the freight only. Carrier driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the Uniform Straight Bill of Lading terms and conditions. Continued use of unauthorized bills of lading by Shipper does not constitute an implied acceptance or ratification by Carrier.
3. When the bill of lading does not indicate which party (Shipper, Consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the party identified as the shipper on the bill of lading, or its agent.
4. Movement of property as part of a continuous movement that has been or will be transported by an air, ocean or rail carrier will be subject to the terms and conditions of the UPS Freight ® bill of lading together with any applicable tariffs, released rates or limits of liability. On a through bill of lading which anticipates movement by another mode of carriage, the Shipper authorizes Carrier to act as its agent to sign any additional bill of lading as Shipper's agent and Shipper will be bound by the lowest limitation of liability under the applicable bill unless the Shipper agrees in writing to seek full liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting carrier not offer full liability coverage when requested by the Shipper in writing, Carrier shall be authorized to obtain the highest liability coverage offered by the connecting carrier and Shipper will be responsible for the applicable freight charges.
5. Any time Carrier must issue a freight bill correction, due to no fault of Carrier, to correct any invoice, freight bill or delivery receipt which was billed correctly by Carrier in accordance with the original bill of lading, the following provisions will apply:
  - a. Prior to delivery, a request to change the payment terms (prepaid or collect) or to add or change a third party payor on a freight bill will be permitted upon receipt of a corrected bill of lading ("CBOL") or letter of authority ("LOA") with written instructions from the Shipper. The fee to change a freight bill or issue a freight bill correction prior to delivery for payment terms, name or address or payor or otherwise is \$28.00.
  - b. After a shipment has been delivered, but prior to receipt of payment, a change in payment terms or payor will not be permitted unless written authorization is provided to Carrier by the party (Shipper, Consignee or third party) assuming responsibility for payment. Carrier reserves the right to disallow a requested change after shipment delivery if the new payor has not been extended credit, or if Section 7 of the bill of lading has been signed by the consignor, or if the shipment has been lost or damaged. The correction fee will be assessed against the Shipper unless the payor authorizes the change and agrees to pay or guarantees the payment of the fee. The fee to change a freight bill or issue a freight bill correction after delivery for payment terms, name or address of payor, or otherwise is \$40.00.
  - c. After payment has been received based on the original terms of the bill of lading, requests to change the party responsible for payment of the freight charges may not be allowed without Carrier's approval. Carrier reserves the right to disallow a requested change after payment has been received if the new payor has not been extended credit. If a refund is requested, no refund shall be made until payment has been received. The correction fee will be assessed against the new payor. The fee to change a freight bill or issue a freight bill correction after payment has been received is \$38.00
  - d. CBOL and/or LOA will not be accepted: (i) to change the released, declared or actual value of the commodity on the freight bill; (ii) to change the weight, commodity, cubic feet or density after freight has delivered, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof; or (iii) to change a Shipper name/address or a Consignee name/address after freight has delivered.

Note 1: A CBOL is a bill of lading with changes that replaces the original. An LOA is a letter or written instructions requesting changes on company letterhead and will complement a bill of lading or CBOL.

Note 2: This item is not applicable on shipments originating in Canada to the extent these provisions are inconsistent with Canadian laws.

**ITEM 362**

**WEIGHING AND INSPECTION OF PROPERTY – INCOMPLETE OR INCORRECT DESCRIPTION**

If the description or other information contained on the bill of lading is incomplete or believed to be incorrect, Carrier or Carrier's agent will take the action necessary to determine the correct information. Actions to determine actual freight characteristics include inspection of packages; verification of gross shipment weights, verification of actual or declared density, or collection of other sufficient evidence necessary to verify whether the shipment is described correctly. When found incorrectly described, the bill of lading and the Carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights.

**ITEM 363**

**ORDER NOTIFY SHIPMENTS**

Carrier does not provide order/notify service, also referred to as negotiable bill of lading. Bills of lading or shipping instructions tendered to Carrier in the form of an order/notify bill of lading will be handled as a straight bill of lading. Instructions requesting Carrier to not complete delivery of a shipment until either securing authorization for delivery from the Shipper or some other party, surrender of the bill of lading or notification by Carrier to the Shipper or some other party, shall have no effect and be void regardless of whether such instructions are contained in a straight or an order/notify bill of lading; and the Carrier shall have no liability for delivering a shipment to the Consignee listed in the bill of lading in such circumstances

**ITEM 365**

**INSPECTION / RECLASSIFICATION**

1. All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading and the shipment does not violate applicable laws, rules,

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regulations or tariff provisions, or for any other reason determined as necessary in Carrier's or governmental agency's discretion. However, Carrier is not obligated to perform any inspection and does not assert that acceptance of a shipment is proof of Shipper's compliance with any such applicable provisions. By tendering the shipment to Carrier, Shipper, Consignee, and any interested third party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Carrier is negligent in performing the inspection.

2. When an inspection by Carrier results in an increase or decrease in the net freight charges by \$15.00 or more, a charge of \$24.50 per shipment shall be applied. This charge shall be the responsibility of the party responsible for the payment of the freight charges and shall be in addition to all other applicable charges.
3. The charge in this item will NOT apply if the Minimum Weight or Minimum Charge in any of the following rules is used to determine Final Charges :
  - a. Capacity Load Minimum Charge
  - b. Cubic Capacity and Density Minimum Charge
  - c. Extreme Length / Over Dimension Minimum Charge
4. The provisions of this item do NOT apply when the inspection of a shipment is to determine the Cube for rating offshore shipments destined to Alaska, Guam, Hawaii, Puerto Rico or the U.S. Virgin Islands.

Note When two or more shipments are tendered to Carrier from the same place during one calendar day for delivery to one place and the aggregate is equal to or exceeds 20,000 lbs. or 28 linear feet of a vehicle, they will be consolidated and considered as one shipment.

**ITEM 390**

**CAPACITY LOAD – MINIMUM CHARGE**

Any shipment tendered to Carrier that occupies the full visible capacity of a Van or doubles trailer shall be subject to the minimum charge as provided below.

1. The provisions of this item shall have no application in any case where the otherwise applicable charge is greater than the minimum charge provided herein.
2. The term "occupies the full visible capacity", "loaded to capacity", or "capacity load" refers to the extent each Van or doubles trailer is loaded and shall mean:
  - a. That quantity of freight which because of unusual shape or dimensions or because of necessity for segregation from other freight requires the entire capacity of a vehicle or doubles trailer; or
  - b. That quantity of freight that exceeds 25 linear feet of Van or doubles trailer or 19,999 lbs
3. Each Van or doubles trailer loaded to capacity will be rated as a separate shipment and will be subject to the minimum charge provided below. When the charge is applicable to any vehicle or doubles trailer in the tender, the charge for that portion of the shipment loaded into the last Van or doubles trailer (not loaded to capacity) will be rated as a separate shipment.
4. Carrier shall notate on the bill of lading, freight bill or inspection report the size of the shipment or the number of Vans or doubles trailers loaded to capacity and if any additional Vans or doubles trailers carrying less than capacity were furnished. Carrier will indicate the weight of that portion of the shipment on the Van or doubles trailer carrying less than a capacity load.
5. On request of the Shipper, Carrier will attempt to furnish the largest capacity vehicle available. Shipper will have the right to refuse the vehicle offered, but once loading has begun, the provisions of this item shall apply.
6. Should Carrier receive two or more shipments from one Shipper at one origin address, destined to one or more Consignees at the same delivery address, during one calendar day, that if combined would cause the "full capacity" of a Van or doubles trailer, then the aggregate shipments will be combined and considered as one shipment and will be subject to the provisions of this item.
7. On shipments that move via two or more carriers, the minimum charge provided in this item shall be based on the vehicle or doubles trailer furnished by the originating carrier, and will apply to the continuous through movement.

The rates and/or charges shown below in Table 390A (Doubles Trailer), Table 390B (Van) apply on Interstate and Intrastate shipments between points in the Continental United States and between points in the Continental United States and Canada. Rates and/or charges in this item shall be determined as follows :

1. First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff STB – HGB 105 Series (US/US) or STB – HGB 100 (US/CN) Mileage Guides (See Note 3).
2. Using the State/Province Zone Matrix, determine the Zone number for both the Origin State and the Destination State.
3. Refer to the applicable Table 390A (for Doubles Trailer) or Table 390B (for Van).
4. Apply the mileage between origin and destination to either Table 1 or Table 2 to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.
5. Rates and/or charges are stated in cents per mile per Doubles Trailer or Van used.

Note 1 All rates and/or charges shown herein shall be considered volume or Capacity Load.

Note 2 Except as otherwise provided, shipments are not subject to Allowances, discounts or reductions.

Note 3 When, at the request of the consignor, a longer route than the shortest available regularly traveled route is used, the actual mileage over the longer route shall apply.

Note 4 Rates and/ or charges provided for in this item apply on "Freight all Kinds" (FAK) as described in the NMFC –100 Series except will not apply on shipments of Hazardous Wastes that require or are accompanied by an Environmental Protection Agency (EPA) or state Hazardous Waste Manifest, Household Goods, Class 1.1 through 1.6 explosives, Livestock, Poultry, articles that cannot be loaded inside a vehicle or doubles trailer, articles of unusual value, commodities requiring special equipment or commodities injurious or contaminating to other freight.

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**STATE/PROVINCE ZONE MATRIX**

<b>UNITED STATES:</b>										<b>CANADA:</b>	
<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>STATE</b>	<b>ZONE</b>	<b>PROVINCE</b>	<b>ZONE</b>
AL	5	IA	7	MI	4	NM	11	TN	5	AB	14
AR	8	ID	12	MN	7	NV	10	TX	8	BC	14
AZ	11	IL	4	MO	7	NY	2	UT	10	MB	14
CA	13	IN	4	MS	5	OH	4	VA	3	NB	15
CO	10	KS	7	MT	9	OK	8	VT	1	NF	15
CT	1	KY	4	NC	5	OR	12	WA	12	NS	15
DC	3	LA	8	ND	9	PA	2	WI	4	ON	15
DE	3	MA	1	NE	7	RI	1	WV	3	PE	15
FL	6	MD	3	NH	1	SC	5	WY	9	PQ	15
GA	5	ME	1	NJ	2	SD	9			SK	14

**TABLE 390A – DOUBLES TRAILER  
RATE (STATED IN CENTS) PER MILE  
SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 990.00**

<b>FROM ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>1</b>	515	252	152	116	119	144	136	143	157	140	139	138	131	151	258
<b>2</b>	368	372	256	161	153	169	168	165	180	156	154	149	140	168	291
<b>3</b>	283	328	321	184	196	204	184	179	186	159	163	152	142	175	276
<b>4</b>	222	239	231	291	199	193	267	216	235	184	181	167	156	201	305
<b>5</b>	210	215	237	184	281	256	204	226	195	168	180	158	150	179	230
<b>6</b>	142	131	124	109	122	324	132	152	150	137	156	133	136	147	162
<b>7</b>	165	161	150	165	149	164	283	223	253	202	193	175	164	192	205
<b>8</b>	134	127	120	113	121	147	159	257	187	182	211	165	163	169	158
<b>9</b>	132	125	115	120	112	127	155	147	180	197	165	216	147	202	166
<b>10</b>	115	104	98	101	96	115	111	122	192	262	176	215	170	203	143
<b>11</b>	108	100	94	87	84	103	100	118	159	179	338	185	178	173	130
<b>12</b>	109	103	98	97	96	109	102	106	148	136	113	289	116	226	130
<b>13</b>	110	104	100	100	96	110	104	122	167	218	231	231	379	194	131
<b>14</b>	129	124	118	119	115	128	129	131	156	149	138	220	138	N/A	N/A
<b>15</b>	248	237	201	207	161	168	186	169	190	160	155	150	142	N/A	N/A

**TABLE 390B – VAN  
RATE (STATED IN CENTS) PER MILE  
SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 1,554.00**

<b>FROM ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>	<b>TO ZONE</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>1</b>	831	405	244	194	200	262	243	262	291	263	261	261	249	283	454
<b>2</b>	640	618	417	268	262	310	302	303	335	293	290	284	266	315	518
<b>3</b>	505	562	532	310	330	372	329	328	346	298	308	289	268	326	497
<b>4</b>	407	427	406	487	349	356	473	395	435	343	341	316	293	377	549
<b>5</b>	385	384	411	319	495	463	365	412	362	316	339	300	285	331	419
<b>6</b>	258	233	210	186	193	535	235	275	279	254	290	251	255	275	293
<b>7</b>	302	286	262	270	256	300	475	398	459	373	357	327	306	357	369
<b>8</b>	247	227	209	189	200	265	268	437	341	336	385	310	301	317	286
<b>9</b>	241	221	202	199	190	231	262	263	342	351	302	393	268	371	301
<b>10</b>	214	194	177	176	169	212	191	214	340	447	310	441	290	375	262
<b>11</b>	198	178	168	150	143	185	172	200	286	317	562	340	301	321	239
<b>12</b>	204	191	181	175	176	203	181	191	257	227	199	493	193	403	241
<b>13</b>	205	193	183	181	175	204	193	219	305	385	405	423	625	358	245
<b>14</b>	240	227	213	212	209	237	232	239	280	266	249	392	245	N/A	N/A
<b>15</b>	434	409	346	351	281	307	333	310	349	295	289	282	266	N/A	N/A

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**ITEM 420**

**APPLICATION OF RATES - "NOT TAKEN" OR "O" RATING PROVISION ON ARTICLES SO DESIGNATED IN THE NMFC**

1. When in the NMFC an article is assigned an "O" rating it will be rated as Class 500.
2. When in the NMFC, an article is assigned a "not taken" provision and it is picked up inadvertently, the rating will be Class 500.

**ITEM 430-A**

**COLLECT ON DELIVERY (COD) SHIPMENTS**

Collect on Delivery (COD) Shipments will be accepted subject to the following provisions and charges:

**SECTION 1: Shipment Tendered to Carrier**

1. In connection with any COD shipment, the letters "COD" must be stamped, typed or written on the bill of lading immediately before the name of the Consignee; or "COD" in red letters at least one inch in height must be stamped or printed across the face of the bill of lading.
2. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment.
3. The name and street address of Shipper and Consignee must be conspicuously shown on the bill of lading.
4. Each package must be plainly marked, labeled or tagged by Shipper showing the letters COD, and the name and address of Shipper and Consignee in accordance with Item 580 of the NMFC.
5. If Shipper desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination."
6. The Shipper name and address must show conspicuously on the bill of lading as the remit to address (see example below). The failure of Shipper to properly document the request for COD as required under this Section 1 shall, in Carriers sole discretion, release Carrier of any liability for the failure to collect the COD amount.

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

**Changes Initiated by Shipper:**

1. Carrier will accept only written instructions from the Shipper to return the shipment or to change the bill of lading provisions on COD shipments as long as all charges accrued under this item have been prepaid or guaranteed by the Shipper.
2. Carrier will change the form of payment from the original instructions to another payment instrument, other than cash, (including Consignee's personal check) only upon written instruction from Shipper, subject to an additional charge of \$68.00 per shipment. If the request is received after the shipment has been tendered for delivery and refused by Consignee, the shipment will also be assessed the applicable redelivery charge as provided in Item 830.
3. Carrier does not obligate itself to effect such changes but upon request, a reasonable effort will be made to do so.

**Limitations of COD Shipments accepted by Carrier:**

1. COD shipments will not be accepted for transportation subject to inspection or trial by Consignee or when bearing instructions to make partial delivery. If, for any reason, COD payment is refused by the Consignee, Carrier is responsible for the disposition of the shipment only in accordance with the bill of lading contract and will not be responsible to seek or remit the COD amount to the Shipper or owner of goods.
2. Intoxicating beverages may be handled COD only under the provisions provided by state laws of the state in which the point of destination is located (See Section 389 of Title 18 of the United States Code annotated).
3. COD shipments will not be accepted when billed to one firm or person, with instructions to collect charges from another firm or person.
4. COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be entered on one bill of lading.
5. COD shipments of explosives designated as Hazard Class 1.1 through 1.6 as referenced by the US Department of Transportation will not be accepted.
6. COD shipments will not be accepted if the delivery address is outside the United States, Canada or Puerto Rico.
7. COD shipments will not be accepted if the COD amount is \$90,000 or greater.

**SECTION 2: COD Fee**

1. The charge for collecting and remitting each COD bill will be 6% of the COD amount, subject to a minimum charge of \$98.00 per shipment. This charge includes notification service prior to delivery. The maximum fee for a COD shipment is \$5,400.00.
2. The COD fee will be collected at the time such shipments are delivered to the Consignee unless prepaid by the Shipper, providing notation to that effect is made by the Shipper on the bill of lading or shipping order.
3. Collection or remitting charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the Shipper.

**SECTION 3: Collection of COD Amounts**

1. COD Amounts due upon delivery and not prepaid by the Shipper will be collected from the Consignee. Collection fees and charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the Shipper.
2. If Shipper fails to specify an acceptable form of payment on the bill of lading, Carrier may accept ANY form of payment including personal and company checks. Even when the Shipper specifies a particular form of payment, Carrier is specifically authorized to accept cash, official bank check (by any term used by the institution), money order or similar instrument issued by or on behalf of the Consignee.
3. Where Shipper requests "certified funds," Carrier will accept cashier check, certified check or money order. Cash will not be accepted.
4. Notwithstanding the foregoing, Carrier shall have no liability whatsoever for failure to collect the specified form of payment.
5. All checks in payment of COD packages must be made payable to the Shipper or Shipper's designee. In the event Carrier inadvertently accepts a check made payable to Carrier in payment of a COD package, Carrier is authorized to either obtain a replacement check from the Consignee made payable to the Shipper or Shipper's designee, or to endorse the check to the Shipper, without recourse against Carrier.
6. All checks (including cashier's, certified, business and personal) and money orders are accepted at Shipper's sole risk; including, but not limited to the risk of non-payment, fraud, misrepresentation, forgery and counterfeiting; and Carrier shall not be liable upon any such instrument. Endorsing or depositing of the payment instrument by the Shipper or payee signifies acceptance of the payment instrument and ends Carrier's liability. Carrier shall not be liable for the collection of the COD amount whenever any of the following conditions apply:

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- a. Shipper fails to mark the bill of lading, shipping order and packages in compliance with Section 1 of this item; or
- b. Carrier inadvertently fails to collect the proper COD amount and the Shipper files no claim for the same within 30 days of the shipment's delivery.
- c. Non collectability of funds as a result of a stop payment order, insufficient funds, invalid signature, uncollected funds, forgery, fraudulent or counterfeit instruments, or any other reason beyond Carrier's normal exercise of due care in collecting and forwarding the COD amounts.

**SECTION 4: Remittance of COD Amounts**

1. COD collection will be forwarded directly to the Shipper or other person designated by the Shipper as payee, within 30 days after delivery of the COD shipment to the Consignee. Carrier will not be responsible for loss or misdelivery by the postal service.
2. If the COD shipment moved in interline service the delivering Carrier will, at the time of remittance of the COD collection to the Shipper or payee, notify the originating Carrier of such remittance.
3. Performance of the COD service will not constitute Carrier as the Shipper's agent for any purpose, including but not limited to, completion of the sale of the goods by the Shipper to the recipient.
4. In the event that Carrier or its authorized interline Carrier fail to collect the COD amount, Carrier and/or its authorized interline Carrier will only be responsible for the COD amount and will not be subject to any late fee, interest charge, service charge, loss of business liability or consequential damages of any kind

**ITEM 435**

**COLLECTION OF CHARGES – THIRD PARTY**

1. The Shipper is responsible to show the name and address of the Third Party or Bill to Party on the bill of lading at time of shipment.
2. A shipment on which the charges are to be paid by a Third Party must be prepaid and will only be accepted if the Shipper has established credit with Carrier and guarantees to pay the charges if the Third Party fails to do so. Such shipment will NOT be accepted if the Shipper executes Section 7 of the bill of lading, or if the shipment is marked collect. If the shipment is inadvertently accepted, the signing of Section 7 will NOT be applicable and the Shipper will remain liable for all freight charges.
3. A shipment on which the invoice is to be sent and paid by a Bill to Party, payment terms will be changed from prepaid to collect or from collect to prepaid, as necessary, to ensure that the shipment is Prepaid, if the consignor and Bill to Party are affiliated, or Collect, if the Consignee and Bill to Party are affiliated.

**ITEM 465**

**CARRIERS, CONTAINERS, PALLETS, SKIDS**

1. When shipments are tendered to Carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, they constitute an integral part of the shipment, are to be charged at the rate applicable for the commodity they carry, and are to be delivered to and received for by the Consignee(s) named on the bill of lading covering the loaded movement.
2. Application for mixed shipments will be governed by STB NMF 100 Series item 640, except Sec. 3(b) (3) shall read, The weight of pallets, platforms, racks, skids, unitizing materials or packaging devices as required by Paragraph 3(b) (5) must be shown on the shipping order and the bill of lading and will be charged at the lowest class applicable to any article or articles in the shipment. Where rating based solely on density is applicable, the weight and dimensions of pallets, platforms, racks, skids, unitizing materials or packaging devices as required by Paragraph 3(b) (5) must be shown on the shipping order and the bill of lading and will be included in the calculation of the shipment density for rating purposes.
3. Unless written agreements have been made with the Shipper, any request or provision noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices, forms or packages will not be binding upon Carrier to accomplish or comply with such request or provision to complete the contract of carriage on the shipment.

**ITEM 466**

**APPLICATION OF RATES – PALLETS**

When governed by this tariff, any tariff, contract, customer specific pricing agreement or statement of agreed pricing that provides rates/charges stated in units of "Per Pallet" subject to a maximum weight per pallet, the following will apply. If the total shipment weight exceeds the maximum stated weight per pallet, multiplied by the number of pallets:

1. Divide the total shipment weight by the stated maximum weight per pallet
2. Round all fractions up to the next whole number
3. Use this number so calculated to determine the number of pallets to be charged for at the stated rate per pallet

Example: Stated maximum weight per pallet equals 2,400 pounds. Shipment consists of 3 pallets with total weight of 8,000 pounds. Divide 8,000 pounds by the 2,400 pound stated maximum = 3.3. Round 3.3 to 4 pallets. Charge to be computed at the applicable rate per pallet for 4 pallets.

**ITEM 470**

**MAXIMUM CHARGES AND EXCLUSIVE USE**

**SECTION 1 - MAXIMUM CHARGES ( See Notes 1 & 4 )**

Rates and/or charges shown below apply per Vehicle used and shall be the Maximum linehaul charges Carrier will charge for its transportation services.

**SECTION 2 - EXCLUSIVE USE (See Notes 1 through 6)**

1. Except as otherwise provided, no shipment is entitled to the exclusive use of the Vehicle in which it is to be transported. Carrier has control of the Vehicle and the unrestricted right to :
  - a. Select the Van or doubles trailer for the transportation of a shipment
  - b. Transfer the shipment to another vehicle
  - c. To load other freight in the same vehicle
  - d. Remove lock(s) and/or seal(s) applied to the vehicle
2. When consignor or Consignee requests a vehicle be devoted exclusively to a shipment such requests must be given in writing or placed on the bill of lading and shipping order. The Van or doubles trailer will be devoted exclusively to the transportation of the shipment, without breaking of locks or seal(s) and will be subject to the charges shown below.

**SECTION 3 - CHARGES**

1. Maximum shipment Rates and/or charges shown below are stated in cents per mile per (Doubles Trailer) or (Van) used and shall be the Maximum amount Carrier will charge for linehaul and exclusive use services.
2. Maximum shipment Rates and/or charges shown below for (Doubles Trailer) and (Van) apply on Interstate and Intrastate shipments between points

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in the Continental United States and between points in the Continental United States and Canada.

3. Rates and/or Charges in this item shall be determined as follows :
- First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff STB – HGB 105 Series (US/US) or STB - HGB 100 (US/CN) Mileage Guides.
  - Using the State/Province Zone Matrix, determine the Zone number for both the Origin State and the Destination State.
  - Refer to the applicable Table 470-A (for Doubles Trailer) or Table 470-B (for Van).
  - Apply the mileage between origin and destination to either Table 470-A or Table 470-B to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.

Note 1 When the bill of lading and/or shipping instructions prohibit the breaking of lock(s) or the co-loading of additional freight, such instructions shall be considered as a written request for exclusive use service and the shipment will be handled under of this Item. In the event a lock or seal has been inadvertently removed from a vehicle, or doubles trailer, Carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying paper with the new seal number and appropriate reasons why it was applied.

Note 2 When the request for exclusive use of vehicle is made by the consignor or Consignee after the shipment has been picked up, Carrier will, if possible, intercept the shipment and convert it to exclusive use service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. This written verification will be preserved by Carrier and considered part of the bill of lading contract. Charges will be assessed as provided below between the point of origin and point of destination.

Note 3 Shipments moving under the provisions of this item will be considered Volume or Capacity Load and shall not be subject to Allowances, discounts or reductions. Rates and charges offered by Carrier under a spot quote will take precedence over the charges included in this item.

Note 4 Stop off for partial loading or partial unloading will not be permitted on exclusive use of shipment.

Note 5 All charges are to be paid or guaranteed by the party requesting the service and the Section 7 non-recourse stipulation on the bill of lading may not be executed. If Carrier inadvertently accepts a shipment with the Section 7 signed it shall be deemed null and void.

**STATE/PROVINCE ZONE MATRIX**

<b>UNITED STATES:</b>						<b>CANADA:</b>					
STATE	ZONE	STATE	ZONE	STATE	ZONE	STATE	ZONE	STATE	ZONE	PROVINCE	ZONE
AL	5	IA	7	MI	4	NM	11	TN	5	AB	14
AR	8	ID	12	MN	7	NV	10	TX	8	BC	14
AZ	11	IL	4	MO	7	NY	2	UT	10	MB	14
CA	13	IN	4	MS	5	OH	4	VA	3	NB	15
CO	10	KS	7	MT	9	OK	8	VT	1	NF	15
CT	1	KY	4	NC	5	OR	12	WA	12	NS	15
DC	3	LA	8	ND	9	PA	2	WI	4	ON	15
DE	3	MA	1	NE	7	RI	1	WV	3	PE	15
FL	6	MD	3	NH	1	SC	5	WY	9	PQ	15
GA	5	ME	1	NJ	2	SD	9			SK	14

**TABLE 470A – DOUBLES TRAILER**

**RATE ( STATED IN CENTS ) PER MILE  
SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 1,419.00**

From Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	699	342	207	159	160	195	184	194	213	191	187	186	178	205	352
2	500	504	347	218	207	230	229	223	244	212	209	203	191	229	395
3	384	446	436	250	267	276	250	244	253	215	222	207	192	237	376
4	302	325	313	395	271	262	363	293	320	251	247	228	212	274	414
5	285	291	322	250	403	347	277	307	264	229	245	215	204	240	312
6	193	179	168	148	165	443	180	207	204	185	211	180	184	200	220
7	225	218	203	225	202	222	383	304	344	275	261	236	222	261	279
8	183	172	162	154	164	199	215	349	255	248	286	225	220	231	214
9	179	169	156	162	148	173	210	200	257	267	225	293	200	274	226
10	157	145	133	137	131	157	151	165	261	355	239	330	232	276	194
11	146	134	127	119	113	139	136	160	215	244	459	251	241	235	177
12	148	140	133	132	131	148	138	144	201	184	155	393	159	306	177
13	149	141	134	136	130	149	145	165	227	297	313	313	515	263	179
14	176	168	159	161	157	174	176	179	211	202	186	299	186	N/A	N/A
15	337	322	273	281	219	229	253	230	257	217	210	204	193	N/A	N/A



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**TABLE 470B – VAN**

**RATE (STATED IN CENTS) PER MILE  
SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 1,757.00**

From Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	1128	549	330	263	271	355	328	355	395	357	354	354	338	383	616
2	867	839	567	364	355	420	409	412	454	397	394	385	361	428	702
3	686	764	721	421	448	504	447	446	470	403	418	392	363	443	674
4	553	579	550	662	473	483	643	536	591	465	463	429	398	511	744
5	511	511	558	432	671	629	497	558	491	428	461	407	387	450	569
6	351	316	284	252	261	726	319	373	378	345	397	340	346	374	399
7	410	389	356	366	347	407	645	541	623	506	485	444	415	485	500
8	335	308	284	256	271	359	363	593	463	455	523	421	408	430	388
9	327	301	274	270	257	313	355	356	464	477	410	533	563	503	408
10	290	264	239	238	230	288	258	290	461	606	421	598	394	509	356
11	268	241	228	204	195	252	232	272	388	430	764	462	408	435	325
12	276	258	246	238	238	276	247	258	348	308	270	669	263	548	325
13	280	263	248	246	237	277	262	297	414	523	550	573	848	486	333
14	325	307	289	287	283	322	316	325	380	361	338	532	331	N/A	N/A
15	589	554	469	475	381	416	451	420	473	401	392	382	361	N/A	N/A

**ITEM 475**

**COLLECTION OF CHARGES - CURRENCY EXCHANGE RATE**

Exchange rates will be applied by Carrier based on the most recent update of the previous week ending posting by the Federal Reserve ([www.federalreserve.gov/releases/h10/Current](http://www.federalreserve.gov/releases/h10/Current)) on the pickup date of the shipment.

**ITEM 480**

**CUSTOMS - IN BOND FREIGHT**

- Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of:  
\$4.40 per cwt  
\$95.00 minimum charge per shipment  
\$413.00 maximum charge per shipment  
  
Such charges will be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, each trailer will be considered as a separate shipment for the purpose of applying the provisions of this rule.
- Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is delivered by the same service center as the service center performing the U.S. Customs clearance as provided in Carrier's Service Guide. These shipments will be rated from point of origin to point of final destination.
- Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond. Shipments moving under United States Customs Bond will not be allowed stop off, split pickup or split delivery privileges.
- For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
- Each I.T. Permit (Immediate Transportation Permit) issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply on TL shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
- Shipments tendered in a trailer sealed by or at the instructions of the Shipper or as required by U.S. Customs, will be subject to the provisions of item 470 section 2.
- Shipments moving from the United States under a TIR carnet issued by the originating carrier are subject to a charge of \$190.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
- When Carrier is required to pickup shipping documents or U.S. Customs Release Forms from a forwarder or Broker for validation prior to pickup of a shipment, a charge of \$61.50 per shipment will apply, subject to a maximum charge of \$313.00 for each pickup of such shipping documents or U.S. Customs Release Forms.
- When necessary for Carrier to purchase and apply "high security red in-bond seal(s)" for shipments moving under United States Customs Bond a charge of \$73.00 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the high security red in bond seal(s).
- Shipments moving under United States Customs Bond will not be allowed stop off, split pickup, or split delivery privileges.

Note This rule will not apply on export, import, coastwise or intra-coastal shipments in trailers and/or containers not owned by Carrier, received from or delivered to water carriers and transported thereon.

**ITEM 485-A**

**CUSTOMS - INLAND IN BOND FEES**

All shipments destined to Canada that fail to clear Customs at the border, through no fault of Carrier, may be assessed one or more of the following charges:

**SECTION 1 - IN BOND FEE**

- All shipments destined to Canada that fail to clear Customs at the border and must be held in a Customs Bonded Warehouse until cleared by Customs, will be assessed a charge of \$35.00.

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2. In Bond fees incurred as a result of a customs delay will be billed to the Importer of Record for the shipment.

**SECTION 2 - CUSTOMS EXAM FEE**

1. All shipments called for inspection by the Canada Border Services Agency (CBSA) or other government department (OGD) will be assessed a \$50.00 handling fee in addition to other charges that may be assessed the Carrier by the Sufferance Warehouse inspection site.
2. Handling fees and Sufferance Warehouse fees arising from a CBSA or OGD inspection will be billed to the Importer of Record for the shipment.

**SECTION 3 - STORAGE FEE**

1. All shipments held in a Customs Bonded Warehouse pending release from customs will be assessed a \$60.00 per day storage. Storage fees will begin to accrue at 7:00 AM on the 4<sup>th</sup> working day following notification to the Importer of Record that the shipment is being held pending clearance by customs.
2. Storage charges will end when Carrier is able to deliver or transport the shipment as a result of action by the Shipper, Consignee, owner or customs official.
3. Freight stored at a Customs Bonded Warehouse will be transferred by Carrier, at Shipper expense, for safekeeping after 40 days. Freight not cleared by customs after an additional 30 days will be forfeited to the Canadian federal government for disposal and additional cost may be incurred.
4. All storage fees will be billed to the Importer of Record for the shipment.
5. Shipments subject to this item will be exempt from the provisions of Item 910.

**ITEM 486**

**BORDER PROCESSING FEE**

The following border processing fee will apply on all cross-border shipments between Canada and the United States. This fee will be billed to and payable by the party responsible for the line haul freight charges and will be in addition to all other applicable charges.

\$27.50 per shipment

**ITEM 487-A**

**CUSTOMS - INSPECTION BORDER UNLOAD FEE**

On cross-border shipments between Canada and the United States where Customs requires a trailer unload at the border for physical inspection of a shipment, through no fault of Carrier, and such inspection delays Carrier, a charge of \$124.00 per shipment inspected, in addition to any charge(s) to Carrier for the off load inspection, will apply. The Importer of Record for the shipment will be responsible for the charges in this item. If Customs requires that more than one shipment on a vehicle be unloaded, the total charges for the Customs inspection will be prorated equally among the shipments required to be unloaded and inspected by Customs.

**ITEM 500**

**DETENTION OF VEHICLE - WITH POWER**

1. When Carrier's vehicle(s) are delayed by Shipper or Consignee for loading or unloading on or near the premises of Shipper or Consignee, Detention charges shall begin upon expiration of the applicable free time allowed, and will end when the vehicle(s) are loaded or unloaded and is available for movement.
2. When the loading or unloading is delayed beyond the free time shown below, a charge of \$49.00 per vehicle for each 15 minutes or fraction thereof shall be made for the time consumed for the delay subject to a minimum charge of \$88.00
  - a. Free time for loading or unloading shall be determined as follows:

<u>When actual weight is</u>	<u>Free Time will be</u>
Less than 2,500 lbs	30 Minutes
2,500 but less than 5,000 lbs	60 Minutes
5,000 but less than 7,500 lbs	90 Minutes
7,500 but less than 10,000 lbs	120 Minutes
10,000 but less than 20,000 lbs	180 Minutes
More than 20,000 lbs	240 Minutes

- b. When at least 90% of the shipment weight is on pallets, free time shall be reduced by 50%.
  - c. When multiple shipments are received from one Shipper or delivered to one Consignee at one time in one vehicle free time shall be computed on the aggregate weight received or delivered.
  - d. The provisions and charges apply to equipment owned by steamship lines, railroads or third party leasing companies
3. Computation of free time shall begin upon notification by the driver to the responsible representative of the Shipper or Consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.
4. Unless the Shipper or Consignee stamps or marks the delivery receipt with time of arrival and departure, Carrier's records shall be used to determine free time.
5. When through no fault of Carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal Business Day the Shipper or Consignee may use one of the following options:
  - a. Request that the vehicle without power remain at its premises. However, free time shall cease immediately at the time request is made and detention charges for vehicle without power shall apply.
  - b. Request that the vehicle with power be returned to Carrier's premises. At that time, computation of any remaining free time shall cease. That portion of the shipment in Carrier's possession shall be subject to storage charges. When the vehicle is returned to the premises of the Shipper or Consignee computation of any remaining free time shall resume. That portion of a shipment that is redelivered shall be subject to redelivery charges.
6. The amounts due Carrier under the provisions of this item shall be assessed against the Shipper in the case of loading, and against the Consignee in the case of unloading, irrespective of whether the line haul charges are prepaid or collect.

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**ITEM 501**

**DETENTION OF VEHICLE - WITHOUT POWER**

1. Subject to the availability of equipment, Carrier will spot empty or loaded vehicle(s) for loading or unloading on the premises of Shipper, Consignee, or on other premises designated by them, or as close thereto as conditions will permit. Shipper, Consignee or the party designated by them, receiving a spotted trailer may move the trailer with its own power units at its own expense and shall be liable if the trailer is lost, stolen or damaged while in their custody and control.
2. Loading or unloading will be performed by Shipper, Consignee or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power (see item 500) will apply. In the case of spotting for loading, the bill of lading must show "Shipper Load and Count." Carrier shall not be responsible for any claims arising from exceptions (over, short or damaged freight) noted at Carrier's first physical check of the shipment.
3. Vehicle(s) spotted for loading or unloading will be allowed 24 consecutive hours of free time for loading or unloading, excluding non-Business Days.
4. Free time shall begin when Carrier notifies Shipper or Consignee that the vehicle(s) is available for loading or unloading.
5. After the expiration of free time as provided above, charges for detaining vehicle(s) will be assessed against Shipper in the case of spotting for loading and against Consignee in the case of spotting for unloading regardless of whether transportation charges are prepaid or collect. The charges shall be assessed as follows:

\$135.00 per vehicle for each 24 hour period or fraction thereof, excluding non-Business Days.
6. Shipper, Consignee or other party designated by them shall notify Carrier when loading or unloading has been completed and the vehicle(s) is available for pickup. The vehicle will be deemed to be spotted and detention charges will accrue until such time as Carrier receives notification.
7. Nothing in this item shall require Carrier to pickup or deliver spotted vehicle(s) at hours other than Carrier's normal Business Hours. This shall not be construed as a restriction on Carrier's ability to pickup or deliver spotted vehicle(s) at hours other than normal Business Hours.
8. Detention charges due Carrier will be assessed against the Shipper in the case of spotting for loading and against the Consignee in the case of spotting for unloading irrespective of whether freight charges are prepaid or collect.
9. Carrier responsibility for safeguarding shipments shall begin when Carrier takes possession of the vehicle(s) loaded by Shipper. Carrier responsibility for safeguarding shipments will end when Carrier spots vehicle(s) for unloading by Consignee, as the case may be.
10. When a spotted vehicle is changed to a vehicle with power at the request of Shipper, Consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - a. If the change is requested and made before the expiration of free time for a spotted vehicle, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
  - b. If the change is requested and made after the expiration of free time for a spotted vehicle, free time and detention charges will be computed on the basis of a spotted vehicle up to the time the change was requested. In addition, thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

**ITEM 510**

**DISTANCES - EXCEPTIONS TO METHOD OF DETERMINING MILEAGE**

1. Unless otherwise indicated in the pricing or contract documents, distances shall be computed by use of Tariff STB HGB 100 series (Mileage Guide).
2. If the Shipper or Consignee requests transportation of the shipment over a particular route longer than the shortest route, the mileage over the longer route will be used.
3. If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highway or bridges, underpasses or other highway limitations, the mileage computed over the actual route of movement of the shipment will apply.
4. When shipments move under special permits, as required by or obtained from a municipal, state or federal regulatory body or commission, which specify the route to be traveled, the mileage to be used will be the mileage via the route specified in the special permit.

**ITEM 555**

**PART LOTS OF SHIPMENTS HELD AT PORTS OF IMPORT BY CUSTOM HOUSE AUTHORITIES**

1. A part of a shipment held out by the United States Government authorities at port of import for appraisalment or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot billing.
2. Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in Item 750.
3. If such part lot shipment is brought to Carrier's dock by another carrier, the actual cost of such movement, if paid by Carrier, will be added to the freight bill. If such part lot shipment is picked up by Carrier, a charge of \$4.75 per 100 pounds, subject to a minimum charge of \$27.50 per shipment, will be assessed and such charge will be in addition to the linehaul charge.

**ITEM 556**

**PICKUP AND DELIVERY - PORT**

1. Shipments picked up at or delivered to U.S. Ports will be subject to an additional pickup or delivery charge of \$10.50 per 100 pounds, subject to a minimum charge of \$100.00 per shipment.
2. When it becomes necessary for Carrier, at its sole option to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, a charge of \$227.00 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.
3. When Carrier is requested to pick up and LTL shipment at a port location and dispatches a vehicle for that purpose and, due to no fault or negligence on the Carrier's part, pickup cannot be completed or the shipment is not available for pickup, a charge of \$ 141.00 will be assessed against the party requesting the pickup or the payor of the freight charges.

Note: Rates and charges do not include tollage, usage fees, loading, unloading charges, or any other port terminal charges at piers, wharves, dockside terminals or warehouses. Such charges will accrue and are due from consignor, Consignee or payor of the freight charges.

**ITEM 560**

**EXTRA LABOR**

1. When consignor or Consignee requests extra labor be furnished for loading, unloading, blocking or bracing, during regular Business Hours and Business Days, and labor is available, the following charges shall apply:

\$122.00 per labor hour or a fraction thereof, subject to a minimum charge of \$320.00 per person per day.
2. The charges provided for in this item shall be in addition to all other freight charges and shall be assessed against the party requesting the service.

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3. Time will be computed by Carrier from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.  
Note: The provisions of this item are not applicable on Saturdays, Sundays, Holidays or Non-Business Hours, (See Item 754).

**ITEM 562**

**FRACTIONS**

Except as otherwise specifically provided in applying the provisions of this tariff or tariffs, contracts, customer specific pricing agreements or statements of agreed pricing governed by this tariff, fractions will be disposed of by rounding to the next cent as follows:

If less than .5 reduce to next lower cent. If .5 or more increase to next higher cent

**ITEM 565**

**HAZARDOUS MATERIALS**

Carrier may accept shipments of hazardous materials or hazardous substances subject to Carrier's restrictions noted in Item 780 and all requirements of the U.S. Department of Transportation and the Environmental Protection Agency governing transportation of such commodities. Shipper shall comply with all governmental requirements including but not limited to any special labeling, packaging requirements and bills of lading descriptions. When tendered by Shipper and accepted by Carrier, such shipments shall also be subject to the following provisions:

Applicable Commodities under this rule – Any shipment containing commodities that are classified as hazardous by the Department of Transportation as published in the Code of Federal Regulations (CFR), Title 49.

Per Shipment Charge:           \$25.00

Note 1 In addition to the per shipment charge, if Carrier must move shipment over a circuitous route due to local, state, or federal highway restrictions, Carrier will prepare a designated route plan over the most practical and approved route for movement of such commodities. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the mileage over the normal route of movement, all distance in excess of 115% will be charged for at the rate of \$7.18 per mile.

Note 2 If Carrier must purchase special permits for transportation movement, Carrier will purchase such permits and collect the purchase price plus a service fee of \$22.25 for each permit purchased.

Note 3 Any fines or penalties imposed on Carrier as a result of Shipper's failure to meet regulatory requirements will be charged back to Shipper.

Note 4 The per shipment charge accruing under this item will be collected from the party responsible for payment of the line haul freight charges.

Note 5 Nothing in this rule shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates. Neither shipments of hazardous waste (defined by CFR 49 section 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under section CFR 49 sections 173.422 and 173.424) will be accepted for transportation.

Note 6 Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by Carrier before shipment.

Note 7 Any bill of lading notation limiting full access to a vehicle or any delays caused by a regulatory agency (or any party to the transportation), will be subject to exclusive use of vehicle and/or storage charges found in Items 470 and 910 herein.

Note 8 If the shipment is refused by the Consignee or, for any other reason not the fault of Carrier, cannot be delivered to the Consignee, Carrier will provide notice to the Shipper that the freight is undelivered and subject to storage charges (see item 910). If, within 10 days of such notice, Shipper does not provide written disposition instructions to Carrier, Carrier, at its sole discretion, shall be entitled, but not obligated, to dispose of the shipment. Shipper shall be responsible for all disposal costs and for all storage charges up to the time of disposal or other disposition of the shipment.

**ITEM 566**

**PICK-UP OR DELIVERY – HANDLING FREIGHT NOT ADJACENT TO VEHICLE (INCLUDING INSIDE PICK-UP OR DELIVERY)**

1. When requested by Shipper or Consignee and operating conditions permit, Carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).

2. Service under this item will be provided to floors above or below the level accessible to Carrier's vehicle when elevator or escalator service is available and labor, when necessary to operate it, is provided without cost to Carrier. If elevator or escalator service is not available, the charges shown below labeled as (stairs) apply.

3. Except as provided below, service under this item will be assessed a charge of \$9.90 per 100 pounds (stairs, \$11.75 per 100 pounds), subject to a minimum charge of \$103.00 (stairs, \$122.00) and a maximum charge of \$1,047.00 (stairs, no maximum) per shipment. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

4. When this service is performed at New York ZIP Codes 10001-10099 and 10101-10292, a charge of \$24.50 per 100 pounds (stairs, \$29.50 per 100 pounds), subject to a minimum charge of \$124.00 (stairs, \$148.00) and a maximum charge of \$1,130.00 (stairs, no maximum) per shipment will apply. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

5. The charges provided in this item, will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

Note: When inside pickup or delivery service is requested on an Urgent shipment (as defined in Item 822); it shall be subject to a charge of \$222.00 per shipment.

**ITEM 570**

**IMPRACTICAL OPERATIONS**

Pickup or delivery service may not be performed by Carrier at any site from or to which it is impractical to operate vehicles, including but not limited to:

1. The conditions of roads, driveways, alleys or approaches thereto

2. Inadequate loading or unloading facilities

3. Riots, acts of God, the public enemy, acts of terrorism, the authority of law (including customs inspections), the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property, industry disruptions, fires, strikes or labor disputes (including those of third parties), disruption in communication, an information systems failure, inclement weather.

4. Ferryboat

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**ITEM 575**

**MINIMUM CHARGE - CUBIC CAPACITY AND DENSITY**

1. The provisions of this item will apply to any shipment, or portion thereof, which is 750 cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.
2. The provisions of this item are not applicable in connection with:
  - a. Rates determined by any unit measure other than by weight;
  - b. Capacity Load Minimum Charge;
  - c. Exclusive Use of Vehicle or Maximum Charges;
  - d. Volume rates and Charges Per Vehicle or Trailer used; or
  - e. Where the otherwise applicable charge is greater than the calculation in this item.
3. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of eight (8) feet [(nine (9) feet when a bulkhead has been constructed in a Carrier vehicle by the Shipper)] shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:
  - a. The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc);
  - b. Packaging or lack of packaging used;
  - c. Palletization in "pyramided", "rounded off", or "topped off" fashion;
  - d. Specific instructions by the Shipper or by notation on the bill of lading; or
  - e. Packaged units bearing instructions that the freight is not to be top loaded or double stacked.
4. The minimum charge under this item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as shown in (a) or (b) below:
  - a. Multiply the calculated weight by the applicable class 150 rate from the customer's base rates less any applicable discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customer's pricing.
  - b. Where the customer's pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate from the most current UPGF 560 Series or UPGF 525 Series class rate tariff less a 60% discount.
5. For the purpose of applying this rule and charge, when two or more shipments are tendered to Carrier by the same consignor, from the same place during one calendar day for delivery to the same Consignee at one place, and where remittance will be paid by the same payor, they will be considered one shipment.
6. The provisions of the National Motor Freight Classification NMF 100 Series, Item 171 (Bumping Clause) will not apply in connection with the application of this item.
7. Any overflow portion of a Capacity Load shipment which is charged for as a separate shipment will be subject to the provisions of this item.

**ITEM 578**

**PICK-UP OR DELIVERY - SHIPPER LOAD AND COUNT**

When empty trailers are delivered to the Shipper's location for subsequent loading at a later time by the Shipper or its agent, such delivery will be identified as Shipper Load & Count ("SL&C") and will be subject to the following terms and conditions:

1. For each SL&C shipment tendered by Shipper to Carrier, Shipper will include "SL&C" on the bill of lading for the shipment, indicating that Shipper counted and loaded the shipment without Carrier's driver present. Shipper's failure to include "SL&C" on the applicable bill of lading does not change the liability of either party if Shipper did, in fact, count and load the shipment.
2. Shipper will load each SL&C shipment securely, in such a manner so as to withstand the normal rigors of transportation to Carrier's originating Service Center, intermediate handling facility to final destination.
3. Carrier's driver will not check a SL&C shipment at the time of pick up.
4. Carrier's driver will sign the bill of lading for each SL&C shipment with "SL&C" instead of a piece count. All provisions of the bill of lading contract, which are consistent with this item, will apply. The failure of Carrier's driver to include "SL&C" on the applicable bill of lading does not change the liability of either party if the Shipper did, in fact, count and load the shipment.
5. Carrier will count and verify the piece count, defined as cartons, rolls, pails, or similar units of each SL&C shipment and note any exceptions - over, short, or damaged (referred to herein as "O/S/D exceptions") when the shipment is actually transferred from the original trailer picked up by Carrier (such transfer is hereinafter referred to as the "first physical handling" of the shipment).
6. Shipper will be notified of any O/S/D exception(s) or a clear delivery within 24 hours (excluding weekends and Holidays) of the first physical handling of the shipment. Failure of Carrier to notify Shipper of any O/S/D exceptions as provided herein does not relieve the Shipper of its obligations.
7. In the event of any O/S/D exception(s), Carrier may hold the shipment and await disposition from Shipper or may adjust Shipper's bill of lading to reflect the overage or shortage and forward the shipment onto destination. Carrier agrees to note the O/S/D exception(s) for Shipper, on the bill of lading and delivering documentation.
8. Carrier will not be liable for any O/S/D exception(s) occurring before the first physical handling of the shipment and reporting of any O/S/D exception(s) to Shipper, unless there is evidence of a vehicle accident or negligence by Carrier.

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**ITEM 579-A**

**PICK-UP OR DELIVERY - CONSIGNEE UNLOAD OR DROP TRAILER**

When shipments are delivered to the Consignee's location for subsequent unloading at a later time by Consignee, such delivery will be subject to the following:

1. Upon delivery of a trailer hereunder, Carrier will present to Consignee:
  - a. the trailer with its door seal intact;
  - b. a printed manifest listing all shipments contained within the trailer; and
  - c. a delivery bill for each shipment contained within the trailer.
2. Upon delivery of each trailer by Carrier hereunder, Consignee will:
  - a. ensure the trailer door seal is intact and matches with the seal number printed on the manifest;
  - b. ensure a delivery bill is received for each shipment listed on the manifest; and
  - c. sign the manifest acknowledging receipt of the sealed trailer and delivery bills.
3. Upon unloading the shipments from the trailer, Consignee will:
  - a. note all exceptions to the condition of the shipments (shortages, overages, and/or damages) on each individual delivery receipt for the applicable shipment;
  - b. ensure that all delivery exceptions reference product numbers or some other specific identifier of the specific freight for which an exception is being taken;
  - c. sign and date each delivery receipt, and note the condition of the shrink wrap for that shipment;
  - d. reload any overages back onto the Carrier's trailer; and
  - e. contact Carrier to advise that the trailer and delivery receipts are available for pick up. A trailer is considered "returned" for purposes of this agreement, and calculating detention charges, only if all applicable delivery receipts have been returned with the trailer.
4. Exception Notification
  - a. Consignee will advise Carrier of any delivery exceptions (over, short or damaged) within 24 hours of the time the trailer was delivered to Consignee's location. Notification must reference the individual freight bill number and corresponding exception.
  - b. Consignee's failure to report delivery exceptions within 48 hours will mean there were no delivery exceptions and Consignee agrees that all claims for which a delivery exception is not presented within such 48 hour period are hereby waived.
5. Trailer Detention Charges apply beyond the free time allowed for unloading Carrier's trailer, see Item 501.
6. Consignee will not utilize Carrier's equipment for any purpose other than unloading.
7. Consignee will accept liability for damage to Carrier's equipment while in its possession.

**ITEM 580**

**MARKING OR LABELING FREIGHT**

The provisions of NMFC 100, Item 580 will apply, except as follows:

When the consignor or Consignee requests, or when required to conform to NMFC Item 580, governing publications or this Tariff, to change, alter or add marks, tags, label or stencils on any package or piece of freight, MARKING OR LABELING charges will apply as follows:

\$4.75 per package or piece of freight, subject to a minimum charge of \$65.00 per shipment

Note When REQUIRED to conform to the provisions of NMFC Item 580 all charges accruing under the provisions of this item shall be assessed against the consignor or must be guaranteed to the satisfaction of Carrier before services will be performed. When REQUESTED by the consignor or Consignee all charges accruing under the provisions of this item must be paid by the party requesting the service.

**ITEM 582-A**

**GROCERY WAREHOUSE SERVICES**

1. In the event Carrier is required to perform or complete additional services as a condition of the delivery to a grocery warehouse, the payor of the freight charges shall be charged for the cost incurred by Carrier, unless payment has been guaranteed to the satisfaction of Carrier by another party, whether the bill of lading indicates the freight charges are prepaid or collect. Additional services required to be provided or resulting from these services, may include, but are not limited to, such services as Inside Delivery (see Item 566), Sort and Segregating (see Item 751) Detention with Power (see Item 500), among others.
2. Where the grocery warehouse requires the use of a service provider for specific unloading services, Carrier will be reimbursed by the payor of the freight charges for the cost of the required service charged by the provider, any resulting cost for delay incurred for detention or delivery completed after normal Business Hours, plus a processing fee of \$28.00 per shipment.

**ITEM 595**

**MAXIMUM CHARGE**

In no case shall the charge for any shipment from and to the same points, via the same route and movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.

Note 1 Not applicable where different levels of service are provided.

Note 2 The provisions of this item will not apply when the rates or charges are based on unit or pallet pricing.

**ITEM 596**

**MAXIMUM WEIGHTS - CAPACITY LOAD OR VOLUME SHIPMENT**

Except as specifically provided in individual items, Capacity Load or volume shipment provisions subject to a maximum weight restriction, will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of a shipment in excess of a stated maximum weight will be rated as a separate shipment.

**ITEM 610**

**MINIMUM CHARGE – ABSOLUTE**

Unless otherwise provided, the linehaul minimum charge applicable to any shipment after discount, will be no lower than the following:

\$146.00 - Direct shipments between points in the Continental United States  
\$176.00 - Direct shipments between points in the Continental United States and Canada  
\$267.00 - Direct shipments from or to points in the Canadian Provinces of Newfoundland, Nova Scotia, Prince Edward Island, and the Yukon, Nunavut and Northwest Territories

Note Linehaul freight charges are determined by multiplying the applicable rate of each article by the actual weight of each article. Total linehaul

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freight charges cannot be less than the applicable linehaul minimum charge. The minimum charge is the published linehaul minimum charge (less any applicable discount) subject to the above Absolute Minimum Charge per shipment.

**ITEM 615-A**

**HOUSEHOLD GOODS OR PERSONAL EFFECTS**

Carrier may accept household goods ("HHG") only when each of the following conditions is met:

1. The shipment is picked up and delivered entirely within Carrier's network.
2. A HHG mover or Broker is the requester of and debtor for the transportation services requested. A HHG mover or Broker is a commercial business that is properly licensed, certified, and insured per applicable city, county, state, federal, and any other applicable law or regulation.
3. Pickup and Delivery service must occur at an HHG facility or at a military installation
4. The freight is tendered in Carrier approved containers or otherwise secured in trailer by HHG.
5. The bill of lading must state that the articles are released to a value not to exceed 50 cents per lb. The Consignee name and address on the bill of lading must match the Consignee name and address on the container. Each bill of lading must show HHG or Broker as the third party payor of the freight charges.
6. Carrier agrees to transport such merchandise as HHG or Broker may tender to Carrier, excluding any prohibited items described in Item 780. The parties agree that Carrier shall have no liability whatsoever for any Prohibited Items and that HHG or Broker shall fully indemnify and hold harmless Carrier for any claims that may arise against Carrier with respect to such Prohibited Items.
7. All claims for loss, damage or delay must be filed with Carrier by HHG or Broker. All claims by HHG's or Broker's customer for loss, damage or delay must be filed against HHG or Broker and any claim filed direct with Carrier by HHG's or Broker's customer will be declined.
8. The minimum charge for an LTL shipment of household goods or personal effects as described in NMFC Items 100200 through 100292 will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination in which the shipment is moving.

**ITEM 640-A**

**MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY**

(Exception to NMFC Item 640)

1. Unless otherwise provided, shipments that consist of differently classed articles contained in or on one handling unit and which are not accurately identified on the Bill of Lading will be rated at the applicable class shown below based on the density of the total shipment using the weight and measurements of the total shipment.
2. Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect on the date of shipment shall be considered released at the lowest release value stated therein.

Range of Shipment Density	Class for Rating Purposes	Range of Shipment Density	Class for Rating Purposes	Range of Shipment Density	Class for Rating Purposes
Less than 1 PCF	500	6 PCF but less than 7 PCF	150	13.5 PCF but less than 15 PCF	77
1 PCF but less than 2 PCF	400	7 PCF but less than 8 PCF	125	15 PCF but less than 22.5 PCF	70
2 PCF but less than 3 PCF	300	8 PCF but less than 9 PCF	110	22.5 PCF but less than 30 PCF	65
3 PCF but less than 4 PCF	250	9 PCF but less than 10.5 PCF	100	30 PCF but less than 35 PCF	60
4 PCF but less than 5 PCF	200	10.5 PCF but less than 12 PCF	92.5	35 PCF but less than 50 PCF	55
5 PCF but less than 6 PCF	175	12 PCF but less than 13.5 PCF	85	50 PCF or greater	50

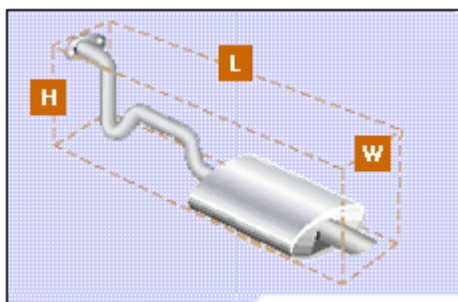
**ITEM 645-B**

**APPLICATION OF DENSITY BASED RATES**

Density based rates will only be available upon a written agreement executed by each of Shipper and Carrier. Where Shipper and Carrier have established density based rates in such an agreement, the following rules shall apply:

**Section 1 - Calculating Density**

1. Calculation of the Total Cube of a Shipment
  - a. Multiply the greatest straight-line dimensions of length, width and height (depth) in inches, including all projections, of the individual handling unit as tendered to the carrier for shipment. Divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet.
  - b. For cylindrical / conical shipments, square the greatest dimension on the cylindrical plane by multiplying the dimension by itself in inches and then multiplying that result by the height or length. Divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet.
  - c. For irregularly shaped handling units, treat the irregularly shaped unit as if it were in a regular rectangular box. Measure the length, width, and height of the handling unit from its extreme points, in inches. Multiply the measured dimensions and divide the total by 1,728 cubic inches (one cubic foot) to determine the total cube of the handling unit in cubic feet.



- d. Before the cube is calculated, all individual handling unit dimensions will be rounded according to the following methodology:

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- i. Any individual measurement that includes a fractional measurement of 0.4999 inches or less will be rounded down to the nearest whole inch.
  - ii. Any individual measurement that includes a fractional measurement of 0.5000 inches or greater will be rounded up to the next whole inch.
- e. After the individual handling unit cube is calculated, each result should be rounded to a precision of four decimal places. The total shipment weight divided by the sum of the individual handling unit cube(s), as calculated above, will constitute the density for the shipment.
2. The density as calculated in (3) will be rounded according to the following methodology:
  - a. Any calculated density that includes a fractional result of 0.0999 or less will be rounded down to the nearest whole integer.
  - b. Any calculated density that includes a fractional result between 0.1000 and 0.5000, the fractional result will be rounded up to 0.5.
  - c. Any calculated density that includes a fractional result between 0.5001 and 0.9999 will be rounded up to the next whole integer.
3. Where articles are unitized on lift truck pallets, platforms, racks or skids, the pallet, platform, rack or skid constitutes the shipping package, or a part thereof, and must be included in the computation of density.
4. On a single handling unit of less than one cubic foot, it shall be rated at one cubic foot.

**Section 2 - Dimension Adjustments**

1. Carrier reserves the right to adjust dimensions to the values shown when any of the following conditions are present:
  - a. A vertical dimension (height) of 96 inches will be used in determining the cube of any handling unit on top of which other freight cannot be loaded due to the following conditions:
    - i. The nature of the article(s) within the handling unit
    - ii. Packaging, or lack thereof, used within the handling unit
    - iii. Handling units where the articles are "pyramided" or "rounded off"
    - iv. Instructions on the bill of lading, or provided by the consignee, indicating other freight cannot be loaded on top of the handling unit
    - v. The actual vertical dimension (height) is in excess of 60 inches
  - b. A width of 96 inches will be used when the actual width of the handling unit exceeds 72 inches.
  - c. A width of 96 inches, a height of 96 inches and a length based on the linear feet of trailer occupied will be used when the following conditions are met:
    - i. Unitized shipments or non-unitized shipments that are loaded in such a manner that determining the cube of each handling unit is impractical
    - ii. Shipments tendered in a manner such that any required transfer of the shipment is impractical

**Section 3 - Rate Application**

1. It will be the responsibility of the Shipper to list the weight of each commodity and the dimensions of each handling unit on the bill of lading or shipping instructions as provided in Section 1 above when the shipment is tendered to Carrier.
2. All freight rates and other charges are based upon the density calculated in Section 1 and the total weight of the shipment.
3. Total weight of the shipment will be shown on the original bill of lading when tendered to Carrier at the time of shipment.
4. Carrier reserves the right to verify the information furnished and make corrections when errors, omissions or discrepancies are found. Where a dimension is omitted on the bill of lading, and the Carrier is unable to determine the actual measurement, one or more of the following default measurements will be utilized for the omitted dimension – Length = 120 inches, Width = 96 inches, Height = 96 inches
5. Rates are stated in dollars and cents in lawful currency of the United States of America.
6. Where rates are provided for articles named herein, the same rate will be applicable on parts of such articles, when so described on the bill of lading.
7. When two or more freight rates are named for the carriage of goods of the same descriptions, and the application is dependent upon the quantity of the goods shipped, the charges assessed against the smaller shipment shall not exceed those of any larger quantity.
8. A corrected bill of lading or letter of authorization to change dimensions or density will not be acceptable after the shipment has been tendered for delivery.

**Section 4 - Density-to-Class Conversion**

1. In the event the "Bill To" party and the Carrier have previously agreed to a rating structure based on class, but handling unit dimensions are provided on the bill of lading in lieu of class, Carrier will convert the density of the shipment, as calculated in Section 1, to a class using the table in Item 640.
2. Furthermore, the density/class relationships set forth in the conversion table presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different weight in determining the appropriate class.
3. Liability will be limited by Item 166, Section 2.
4. The customer invoice will indicate when the rates have been determined using a density-to-class conversion.

**Section 5 - Class-to-Density Conversion**

1. In the event the "Bill To" party and the Carrier have previously agreed to a rating structure based on density, but class is provided on the bill of lading in lieu of handling unit dimensions, Carrier will convert each indicated class to a density value using the table in Item 640. The density value utilized for each class will be the lower limit of each density range shown for each class.
2. Should the bill of lading contain more than one classification, the weight of the items for each classification will multiplied by the converted density value for each classification. The sum of these values will be divided by the total weight of the shipment to determine the average density for the shipment. The average density calculated will be rounded based on the rules outlined in Section 1.
3. Furthermore, the density/class relationships set forth in the conversion table presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different weight in determining the appropriate density.
4. Liability will be limited by Item 166, Section 13.
5. The customer invoice will indicate when the rates have been determined using a class-to-density conversion.



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**ITEM 647**

**APPOINTMENT AND NOTIFICATION PRIOR TO DELIVERY**

1. When Carrier is requested or required, as a condition necessary to delivery, to call for a delivery appointment, to make arrangements for customer pickup at Carrier's service center or to provide written notice concerning the arrival of a shipment, a charge of \$46.00 per shipment will be assessed.
2. Notice of arrival will be given to the Consignee no later than the next Business Day following the arrival of the shipment.
  - a. The notice will be given by telephone or mail.
  - b. In the case of notification by mail, the notice will be considered received by the addressee at 8:00 A.M. on the first Business Day after it was mailed. If Consignee is notified by both telephone and by mail, the earlier date of contact will determine the arrival notice date.
  - c. Shipments not delivered within the next Business Day after notification will be subject to storage charges as outlined in Item 910.
3. When the Consignee requires delivery of the freight bill prior to delivery of a shipment, a charge of \$46.00 per shipment will apply.

Note Not applicable when the Consignee is located at a Private Residence (Item 753) or a location identified as having limited access (Item 755).

**ITEM 670**

**EXTREME LENGTH / OVER DIMENSION - MINIMUM CHARGE**

1. Shipments containing one or more articles with dimensions that equal or exceed 15 feet in length shall be subject to a charge of \$95.00 per shipment. This charge shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.
2. The charge in this item will not apply on shipments that are subject to :
  - a. Capacity Load minimum charge
  - b. Cubic Capacity and Density Minimum Charge
  - c. Exclusive Use of Vehicle
  - d. Volume rates and charges

Note Not applicable on Urgent shipments (as defined in Item 822) moving "out-of-network."

**ITEM 680**

**PACKAGING REQUIREMENTS AND CARRIER LIABILITY  
(Exception to NMFC Item 680)**

1. It is the responsibility of Shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped and cushioned for transportation. Where customer pricing is dependent on packing requirements those rates or ratings will apply only when the commodities are packed in accordance with such packing requirements. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply. Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements.
2. Unless otherwise provided, commodities in a shipping container (excluding commodities in containers within containers) shall be accepted by Carrier to be in compliance when filled to not less than 65% of the capacity of the container. Where the commodities are filled to less than 65% of the container's capacity, the gross weight of the container and its contents and the measurements of the container will be used to determine the density of the container. The container will be rated at the applicable class shown in Item 640, above.
3. Carrier will not be liable for, nor shall any adjustment, refund or credit of any kind be made to Shipper, Consignee or any third party with an interest in the shipment as a result of any loss, damage, destruction or misdelivery (including misinformation accompanying the shipment) caused by any of the following:
  - a. Insufficient packing, securing, marking or labeling of shipment
  - b. Damage or loss of articles packaged and sealed by Shipper or a third party acting on Shipper's instructions, where the seal is unbroken at the time of delivery, the shipment retains its basic integrity and the Consignee accepts the shipment without noting the damage on the delivery record.
  - c. Allegation of damages indicated solely by reliance on any instrument attached to or shipped with the commodities that measure and record vibration, temperature, impact or other physical characteristic.
  - d. Shipper's failure to ship goods in packaging approved by Carrier prior to shipment where such prior approval is recommended or required.
  - e. Damage to general shipping containers whose outer finish might be damaged by adhesive labels, soiling or marking incidental to transportation.
  - f. For shipments of food, food-related products, medical supplies, toiletries or drugs for human or animal consumption or use, Shipper is responsible for ensuring that packaging is sufficient to protect such goods from damage due to prolonged exposure to sunlight, heat, cold or precipitation or co-loading with shipments of chemicals, food or other products in the normal course of LTL handling and transportation.

**ITEM 700**

**PERMITS**

When Carrier is required or requested to obtain a special permit, the payor of the freight charges will reimburse Carrier for the cost of the permit plus an administrative fee of \$93.00.

**ITEM 721**

**COLLECTION OF CHARGES - COLLECTION FEE FOR NONPAYMENT OR LATE PAYMENT**

1. When credit has been extended by Carrier, all transportation charges shall be paid in full within 15 days of presentation by Carrier of the freight bill in accordance with Item 140 (credit period).
2. Payments not made within 30 days of presentation of the freight bill shall be considered delinquent. Pursuant to Title 49, subsection 13707 and CFR Part 377.203, notice shall be given by Carrier that failure to pay within the authorized credit period will require Carrier, before extending credit again, to determine whether the Shipper will comply with the credit regulation in the future. The consignor, Consignee and any third party involved in the movement shall remain liable for transportation charges incurred, with the sole exception being the non-recourse provisions of the bill of lading contract. The consignor, Consignee and any third party shall be jointly and severally liable for said charges, regardless of any agreement between them with respect to the party responsible for the freight charges incurred.
3. In the event payment is not made within 30 days of presentation of the freight bill and Carrier deems it necessary to retain the services of a collections agency, and or legal counsel to collect any outstanding indebtedness, a collection fee of 35% of the unpaid balance will be assessed, all discounted pricing (including Allowances, discounts and incentives described in Item 170) shall be removed and the liable party shall pay to Carrier 100% of the undiscounted class rates.

Additionally, a service charge of 1.5% per month (or fraction thereof) will be assessed and due on the unpaid balance. This service charge will begin at the time the receivable is placed with the collections agency and/or legal counsel and will end when payment has been made.

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4. All action or proceedings instituted by Carrier for the collection of freight charges owed by the Shipper, consignor, Consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where Carrier initiates a lawsuit, such suit shall be brought in a court of competent jurisdiction in the State where the debtor resides, and cause of any action or suit hereunder must be brought by the parties in the federal or state court with appropriate jurisdiction over the subject matter established or sitting in that State. The parties will not raise, and hereby waive, any defenses based on the venue, inconvenience of forum, lack of personal jurisdiction, sufficiency of service, of process or the like in any cause of action or suit brought in the sitting State.
5. Carrier may provide trade credit information on its customers to commercial reporting agencies.

**ITEM 725**

**PICK-UP OR DELIVERY – SPECIAL EQUIPMENT**

1. Either the Shipper or Consignee may request flatbed service, and where Carrier is able to make arrangements for equipment and driver, the following provisions will apply:
  - a. Flatbed service will be performed entirely within the boundaries of Carrier's service center contacted for pick up or delivery service.
  - b. Flatbed service is limited to pick up and delivery service. The commodities shall meet the requirements for dispatch and handling within Carrier's linehaul equipment and facilities.
  - c. Flatbed trailers exceeding 29 feet in length are subject to double the flatbed charge
  - d. The bill of lading shall clearly note "Flatbed Service" and reference the number of flat bed trailers required.
  - e. A charge of \$320.00 per hour, or fraction thereof, per flatbed trailer, subject to a minimum charge of \$937.00 per trailer shall accrue, measured from the time the equipment leaves Carrier's service center until it is returned.
2. When Shipper or Consignee, or other third party responsible for arranging the freight service requests a fork lift for loading or unloading (other than at Carrier's service center) and Carrier is able to arrange for such equipment the charge will be \$237.00 per hour or fraction thereof for each unit used during the actual time of loading or unloading.

**ITEM 750**

**PICK-UP OR DELIVERY – GENERAL**

Rates include one pickup and loading, line haul and one delivery and unloading or one tender for delivery of a shipment (See Item 570 for Impractical Operations), performed under reasonable dispatch during normal Business Hours (See Item 754 for Pickup or Delivery Service - Saturdays, Sundays, Holidays or non Business Hours), subject to the following provisions:

**Section 1 - Placement of Vehicle for Loading or Unloading**

At the request of the Shipper, Carrier will furnish and place a vehicle at the loading site designated. The delivery of a shipment will include the placing of vehicle at the site designated by the Consignee.

**Section 2 - Loading and Unloading by Carrier**

1. Freight tendered for loading must be situated to be directly accessible to the vehicle (Note 1), or it shall be immediately adjacent to a parking space (see Item 566 for handling freight not adjacent to the vehicle).
2. Carrier will furnish only one person per vehicle for loading (see Item 560 - Extra Labor if requested).
3. Carrier will not be obligated to receive and load freight that may be liable to damage or adulterate other freight or its equipment.
4. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Item 566 for Inside Pickup or Delivery).
5. Carrier will furnish only one person per vehicle for unloading (see Item 560 – Extra Labor).

**Section 3 - Restrictions on Loading or Unloading by Carrier**

1. Shipments must be tendered to Carrier in consigned lots. Loading or unloading service by Carrier does not include assembling, packing, unpacking, dismantling, inspecting, de-palletization, sorting or segregating freight, except as provided in this paragraph and Item 751.
2. Loading or unloading service does not include furnishing by Carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is required in loading or unloading, the Shipper or the Consignee will furnish the necessary equipment and the trained labor to operate such equipment at its expense and will also assume responsibility for safe loading or unloading.
3. Unloading service includes sorting or segregating the freight for the purpose of determining that the proper freight is being delivered to the Consignee or to determine the extent and identity of shortages, damages or overages as may have been ascertained by Carrier employee.
4. When freight is tendered in lots according to size, brand, flavor or other distinguishing characteristics and so identified on the bill of lading or accompanying papers, delivery service includes tender in the same manner, including placement of segregated lots on the platform dock, conveyor, pallets, dolly, buggy or similar device provided by the Consignee for receipt of freight within or adjacent to the vehicle, except as provided in Paragraph 2 of Item 751.
5. Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

**Section 4 - Loading by Shipper or Unloading by Consignee**

The Shipper or Consignee may elect to waive the loading or unloading of freight by the Carrier by performing same at his own expense.

**Section 5 - Waiver of Delivery Receipt**

When Shipper or owner has made written arrangements with Carrier, freight consigned to construction sites (or other places where no representative of the Consignee is present or available to receipt for the shipment) will be delivered and unloaded and left unattended at the place designated. Carrier will unload the shipment providing the rules or rates do not specifically require the Consignee to perform the service. Carrier will not be responsible for any loss or damage after delivery has been made or for any damage to the freight, property or personal injury arising out of acts or omissions after delivery was completed.

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**Section 6 - Heavy or Bulky Freight – Loading or Unloading (See also Item 725)**

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipments:

1. Weighs 110 lbs. or less, Carrier will perform the loading and/or unloading.
2. Weighs more than 110 lbs., but less than 500 lbs.:
  - a. Carrier will perform the loading and/or unloading where the Shipper and/or Consignee provides a dock, platform or ramp directly accessible to the vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. Where the Shipper and/or Consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the Shipper and/or Consignee in loading and/or unloading.
  - b. Carrier will perform the loading and/or unloading where the Shipper and/or Consignee provides a dock, platform or ramp directly accessible to the vehicle, if freight:
    - (i) Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or;
    - (ii) If it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the Shipper and/or Consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the Shipper and/or Consignee in loading and/or unloading.
3. Weighs 500 lbs. or more, the Shipper will perform the loading and the Consignee will perform the unloading. On request of Shipper or Consignee, the truck driver will assist in loading or unloading.
4. Exceeds 8 feet in its greatest dimensions or exceeds 4 feet in each it's greatest and intermediate dimension, the Shipper will perform the loading and the Consignee will perform the unloading. On request of Shipper or Consignee, the truck driver will assist in loading or unloading.

Note 1 Freight shall be considered to be immediately adjacent to a space suitable for loading or unloading site if not separated therefrom only by an intervening public sidewalk or such comparable distance.

Note 2 Loading include stowing and counting of the freight in or on the vehicle. Unloading includes the counting and removing of the freight from the position in which it is transported in or on the vehicle.

**ITEM 751**

**SORTING AND SEGREGATING OF SHIPMENTS OR TRANSFER OF SHIPMENTS LOADED ON  
PALLET(S), PLATFORM(S), RACK(S), SKID(S) OR OTHER SIMILAR DEVICES ON DELIVERY**

1. Loading and unloading services does not include any of the following services. Any request for such service shall be subject to a charge of \$0.88 per package/piece or \$2.40 per cwt., whichever is greater, subject to a minimum charge of \$96.00 per shipment. Charges for these services shall be the responsibility of the party requesting the service, and if uncollectible, Carrier reserves the right to assess the charges against the payor of the freight charges. In all cases, the responsibility for payment of these charges will be irrespective of whether the shipment is prepaid or collect.
  - a. Sort or Segregate shipments by size, brand, flavor or other distinguishing characteristics.
  - b. Assembling freight in such a manner to create a shipment.
  - c. Inspecting, dismantling, packing, unpacking of any freight.
  - d. When the product terms of sale requires a shipment be sorted or segregated in any manner, but the Shipper fails to tender the shipment in that manner.
2. No sorting or segregating charge will apply when :
  - a. The only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by Carrier's employee.
  - b. The shipment tendered to Carrier on pallet(s) and delivery in the same palletized manner in which the freight was tendered to Carrier.

**ITEM 752-A**

**PICK-UP OR DELIVERY – LUMPER SERVICE**

When Carrier is required to utilize a Lumper Service to load or unload freight from or onto Carrier's vehicle, Carrier will assess a fee to the payor of the freight bill unless payment has been guaranteed to the satisfaction of Carrier by another party. The fee will be \$1.60 per hundredweight, subject to a minimum charge of \$25.00 per shipment. Charges for sorting and segregating as described in Item 751 will not apply if Lumper Services apply.

**ITEM 753**

**PICK-UP OR DELIVERY - PRIVATE RESIDENCES**

1. Before attempting pickup or delivery at a Private Residence, Carrier will determine that its equipment may legally operate in the municipality or locality, subject to existing zoning, weight, and height restrictions of commercial vehicles
2. If pickup or delivery to the particular Private Residence is allowed then before attempting pickup or delivery at the Private Residence, Carrier must reach agreement with the consignor or Consignee regarding the date and approximate time of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
  - a. Delivery will be made to the building ground floor entrance, garage entrance or carport for the Consignee.
  - b. The shipment may be delivered to the address on the bill of lading or may be picked up by the Consignee at Carrier's terminal
  - c. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
    - 1). The shipment weight, number of packages and payment requirements
    - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and Lift Gate services (Item 892).
3. When Carrier is requested or required to arrange for pick-up or delivery service at a Private Residence an additional charge of \$107.00 will apply.
4. In the case of delivery, the charge in paragraph 3 will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647 and assessed to the party requiring the additional notice.
5. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. On shipments moving on Government Bills of Lading the charges will be collected from the U.S. Government.
6. If a shipment cannot be delivered, Carrier will make a diligent effort to notify the consignor promptly that the shipment is in storage and the reason therefore.

Note: When pick-up or delivery is performed at New York ZIP codes 1001-10099 and 10101 – 10292 the additional charge of \$128.00 will apply.

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**ITEM 754**

**PICK-UP OR DELIVERY – SATURDAYS, SUNDAYS, HOLIDAYS OR NON BUSINESS HOURS**

1. When Shipper or Consignee requests pick up or delivery on a Saturday, Sunday, Holiday or during non-Business Hours (See Item 120), the service will be subject to a charge of \$202.00 per person per hour, or fraction thereof, subject to a minimum charge of \$450.00 per person per day. Such charges shall be in addition to all other applicable charges.
  2. Time shall be computed upon notification by the driver to the representative of the Shipper or Consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
  3. Shipper or Consignee may request Carrier to place or pick up empty trailer(s) on Saturdays, Sundays, Holidays or during non-Business Hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday or occurs during normal Business Hours. The charges for this service will be as indicated in paragraph 1 above.
  4. A request for pickup or delivery service on a Saturday, Sunday, Holiday or during non-Business Hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-Business Hours even if requested on the bill of lading.
  5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made
- Note Not applicable on Urgent shipments (as defined in Item 822) moving "out-of-network."

**ITEM 755-A**

**PICK-UP OR DELIVERY – LIMITED ACCESS LOCATIONS**

1. Before attempting pickup or delivery at Limited Access Locations, Carrier must reach agreement with the consignor or Consignee regarding the date and time (approximate) of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
    - a. The shipment may be delivered to the address on the bill of lading or may be picked up by the Consignee at Carrier's terminal.
    - b. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
      - 1). The shipment weight, number of packages and payment requirements
      - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and Lift Gate services (Item 892).
  2. When Carrier is requested or required to arrange for a pickup or delivery at a location with Limited Access, the following charge shall apply:

\$108.00 per shipment
  3. The term LIMITED ACCESS LOCATIONS includes, but is not limited to the following:
    - a. Churches
    - b. Commercial establishments not open to the walk in public during normal Business Hours
    - c. Construction sites (see Definitions)
    - d. Fairs, Carnivals
    - e. Individual (Mini) storage units
    - f. Military Bases / Installations
    - g. Mine sites (see Definitions)
    - h. Prisons or other correctional facilities
    - i. Schools with no loading dock
    - j. Other similar locations where pick up or delivery is restricted or limited (see Item 753 for Private Residences).
    - k. Oil Fields
  4. When Carrier is requested or required to arrange for a pickup or delivery at an Oil Field (see Definitions) location within the Canadian provinces of MB, SK, AB, a charge of \$175.00 per shipment will apply.
  5. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. The charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.
  6. In the case of delivery, the charge provided for in this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647 and assessed to the party requiring the additional notice.
- Note Not applicable on Urgent shipments (as defined in Item 822) moving "out-of-network."

**ITEM 757-A**

**HIGH COST SERVICE AREA SURCHARGE**

Shipments destined to the following service areas will be subject to a per shipment surcharge. This surcharge will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharge will be billed to and shall be the responsibility of the party who is responsible for payment of the line haul freight charges.

\$65.00 per shipment (note 1)

**MA – Boston Metro area having 5 digit ZIP codes:** 02108-02145, 02152, 02163, 02201, 02203-02207, 02210-02212, 02215-02217, 02222, 02445-02447

\$43.00 per shipment (note 1)

**NJ – Shore communities 5 digit ZIP codes:** 07716, 07732, 07750, 07760, 08006, 08008, 08050, 08202-08204, 08212, 08226, 08243, 08247, 08248, 08251, 08260, 08401-08406, 08732-08735, 08738-08742, 08751, 08752

\$84.00 per shipment

**NY – Manhattan area having 3 digit ZIP codes:** 100 – 102

\$65.00 per shipment (note 1)

**PA – Philadelphia area having 5 digit ZIP codes:** 19101 – 19107

\$65.00 per shipment (note 1)

**DC – Washington Metro area 3 and 5 digit ZIP codes:** 3 digit – 200, 202, 203, 204, 205; 5 digit – 20113, 20120, 20121, 20124, 20164-20167, 20170-20172, 20190-20194, 20196, 22027, 22030-22038, 22040-22046, 22066, 22067, 22081, 22101-22103, 22107-22109, 22124, 22180-22182, 22185, 22201-22210, 22213-22219, 22301-22332

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\$43.00 per shipment (note 1)

**MD – Maryland Shore Communities 5 digit ZIP codes:** 21610, 21612, 21622, 21626, 21634, 21648, 21652, 21654, 21661-21663, 21665, 21668, 21671, 21675-21677, 21817, 21821, 21824, 21838, 21840

\$40.00 per shipment (note 1)

**NC – Outer banks Communities 5 digit ZIP codes:** 27915, 27920, 27936, 27943, 27953, 27968, 27972, 27978, 27982

\$55.00 per shipment (note 1)

**GA – Atlanta Metro area 5 digit ZIP codes:** 30303, 30308-30310, 30312-30316, 30318, 30334

\$27.00 per shipment

**ND – Western North Dakota 5 digit ZIP codes:** 58443, 58562, 58601, 58602, 58620-58623, 58626-58630, 58632-58634, 58639-58643, 58645-58656, 58718, 58755, 58757, 58769, 58773, 58776, 58784, 58794, 58795, 58801, 58802, 58830, 58831, 58835-58856

\$225.00 per shipment

**MT – Remote Montana ZIP codes:** 59020, 59081

\$71.00 per shipment (note 1)

**IL - Chicago Loop area 5 digit ZIP codes:** 60601-60606, 60611, 60661, 60664, 60670, 60680 – 60681

\$55.00 per shipment (note 1)

**LA - 3 digit and 5 digit ZIP codes:** 3 digit – 700, 701; 5 digit – 70301-70302, 70310, 70343-70346, 70352-70361, 70363-70364, 70371-70375, 70377, 70394, 70395, 70397, 70420, 70433-70437, 70445-70448, 70452, 70457-70461, 70469-70471

\$55.00 per shipment (note 1)

**TX – Houston area having 3 digit and 5 digit ZIP codes:** 3 digit - 770, 772 – 775; 5 digit - 75852, 77830-77834, 77861, 77864, 77868, 77869, 77873, 77875, 77876, 77880, 78931-78935, 78943, 78944, 78950, 78951, 78962

\$65.00 per shipment (note 1)

**CA – San Francisco Peninsula area having 5 digit ZIP codes:** 94002, 94005, 94010, 94014, 94015, 94025, 94027, 94028, 94030, 94044, 94061-94063, 94065, 94066, 94070, 94080, 94102-94105, 94107-94112, 94114-94118, 94121-94134, 94143, 94401-94404

**CA – Los Angeles Greater Downtown & Hollywood area having 5 digit ZIP codes:** 90004-90005, 90010, 90012-90017, 90020, 90024-90029, 90035-90036, 90038, 90045-90046, 90048-90049, 90064, 90066-90069, 90071, 90077, 90096, 90210-90212, 90230-90232, 90263, 90265, 90272, 90291-90296, 90401-90405

\$43.00 per shipment (note 1)

**WA – Greater Seattle and Tacoma having 3 digit and 5 digit ZIP codes:** 3 digit - 980 (except 98070), 981, 983 (except 98303), 984; 5 digit - 98208, 98213, 98224, 98251, 98256, 98272, 98275, 98288, 98290, 98291-98296, 98524, 98501-98503, 98506-98509, 98511-98513, 98516, 98528, 98540, 98546-98548, 98555-98558, 98576, 98580, 98584, 98588, 98589, 98592, 98597, 98599

Note Not applicable where rates and charges are determined from UPGF 500, 505, 525, 560, 570 and 580 base rates effective May 1, 2006 or later, or OVNT 560 and OVNT 525 base rates effective June 7, 2004 or later.

**ITEM 758-A**

**PICKUP OR DELIVERY – US DOMESTIC ISLANDS**

Shipments picked up at or delivered to the 5-digit ZIP codes shown below will be subject to the additional pickup or delivery charges noted below in addition to all otherwise applicable charges.

Locations	ZIP Codes	Charge or Minimum
Martha's Vineyard and Nantucket, MA	02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	\$129.00
Islesboro, North Haven, Vinalhaven, ME	04848, 04853, 04863	\$129.00
Shelter Island, NY	11964, 11965	\$129.00
Ocracoke, NC	27960	\$129.00
Florida Keys	33001, 33036, 33037, 33040, 33042, 33043, 33044, 33050, 33051, 33052, 33070	\$129.00
Sanibel, Captiva, Boca Grande Island, FL	33921, 33924, 33957	\$129.00
Grosse Isle, MI	48138	\$96.00
Harsens Island, Beaver and Drummond, MI	48028, 49726, 49757, 49782	\$129.00
Washington Island, WI	54246	\$129.00
Crystal Beach, TX	77650, 78373	\$84.00
North Padre Island, TX	78373	\$84.00
Catalina Island, CA	90704	\$93.00
Washington State Islands	98070, 98221, 98222, 98243, 98245, 98250, 98261, 98262, 98279, 98280, 98281, 98286, 98297, 98303	\$129.00

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**ITEM 765**

**PRECEDENCE OF RATES**

(Exception to Item 765 if the MNF Series)

The provisions of Item 765 of the NMF Series will apply, with the following additions:

1. Unless otherwise provided, when a Pricing Program is published in this tariff or in any other tariffs published by Carrier, such Pricing Program will be applied in the following order of precedence:
  - a. For prepaid shipments
    - 1) A Pricing Program published for the account of the Shipper will take precedence over all other Pricing Programs
    - 2) For purposes of applying this item, if the Shipper and the Bill-to Party are affiliated, the shipment will be considered prepaid. If the Consignee and the Bill-to Party are affiliated, the shipment will be considered collect regardless of how the shipment is identified on the bill of lading.
  - b. For collect Shipments:
    - 1) An inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs
    - 2) If there is no inbound collect pricing program published for the account of the Consignee, the outbound collect pricing program published for the account of the Shipper will apply, unless the Shipper's pricing program does not apply on outbound collect shipments.
  - c. For Third Party shipments (applies when the bill of lading indicates a party other than the Shipper, Consignee or the Shipper or Consignee freight payment processor as the Payor of the freight charges)
    - 1) A pricing program published for the account of the Third Party Payor ("Third Party Payor Pricing Program") will take precedence over all other pricing programs.
    - 2) A Third Party Payor Pricing Program will apply only when the Third Party Payor is neither the Shipper nor the Consignee.
    - 3) All Third Party Payor shipments must be prepaid.
    - 4) When the bill of lading shows freight terms as prepaid with instructions for Third Party Billing and the Third Party Payor is the same as the Consignee or the Consignee's freight payment processor, the terms will be changed to Collect with billing to the Consignee or the Consignee's freight payment processor.
2. Where no specific account or general application pricing applies, shipments handled by Carrier will be class rated in accordance with UPGF 560 series or UPGF 525 series base rate tariffs.
3. Pricing established for a specific level of service (such as Guaranteed, Trade Show, Urgent, Volume / Spot) will take precedence over the otherwise applicable pricing.

**ITEM 769**

**PREPAYMENT OR GUARANTEE OF CHARGES**

1. A prepaid shipment is one on which the charges are to be paid by the Shipper.
2. A collect shipment is one on which the charges are to be paid by the Consignee.
3. A shipment on which charges are to be paid by a party (does not include paying agents) other than the Shipper or Consignee will be accepted provided that the Shipper has established credit with Carrier and guarantees to pay all lawful charges if the third party fails to do so. Third party shipments will not be accepted if the Shipper executes Section 7 of the bill of lading. If the Shipper executes Section 7 and the shipment is inadvertently accepted, the Shipper will remain liable for the freight charges and Section 7 of the bill of lading terms and conditions will not apply.
4. If in the judgment of Carrier the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
5. Freight charges must be prepaid on all shipments consigned to or in care of amusement parks, trade shows, traveling shows, fairs or exhibitions.
6. All freight and accessorial charges on shipments consigned to federal, state, county, or local governmental bodies or agencies, including schools, must be prepaid or guaranteed. Except as shown in paragraph 8, shipments moving on commercial bills of lading from commercial Shippers to U.S. Government installations must be prepaid.
7. In the event that Carrier inadvertently accepts a collect shipment from a commercial Shipper to a U.S. Government installation, the Shipper will be responsible for all freight and accessorial charges. If a commercial Shipper indicates on a commercial bill of lading that freight charges are to be reimbursed by the government, the shipment is prepaid. The Shipper must pay Carrier, and request reimbursement from the U.S. Government.
8. Shipments moving on commercial bills of lading to Exchange facilities at Army, Air Force, Navy or Marine Corps installations may be accepted collect and invoiced to those Exchange Consignees. Commercial bills of lading that have been endorsed "To be converted to a Government bill of lading at destination" may also be accepted on a collect basis.
9. All freight charges on shipments for export (other than to points in Canada) must be prepaid.
10. Regardless of any payment terms given to Carrier, the Shipper is ultimately liable for, will be billed for and agrees to pay all lawful charges and fees necessary for shipment delivery if the Consignee fails or refuses to pay. The provisions of this paragraph are not applicable on Consignee collect shipments where the Shipper executes Section 7 of the bill of lading.

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**ITEM 780-A**

**PROHIBITED OR RESTRICTED ARTICLES**

**SECTION 1 - PROHIBITED ARTICLES:** The following goods will not be accepted for shipment or as premiums accompanying other articles. Carrier will not be liable for delay, loss or damage to a shipment of any prohibited item. Shipper agrees to indemnify Carrier for any cost, fees and expenses incurred by Carrier as a result of Shipper's violation of any municipal, state or federal law or regulation or resulting from the tendering of any prohibited item for shipment.

Animals - Live or carcasses (other than lab specimens or trophies)
Asbestos products
Automobiles (other than amusement rides or children's)
Bank Bills
Carbon Black or any similar product (in powder form)
Checks - not cashed and/or endorsed
Coupons - value exceeding \$ 1.00 per pound
Currency - U.S. paper or coins, government shipments are accepted (Note 1)
Deeds
Diagnostic specimens (to include, cultures, DNA, etc)
Etiological agents (infectious - Typhoid, Polio, etc.) over class 6.2
Explosives, Gunpowder and Dynamite (see NMFC 64302) (Note 7)
Fluorescent bulbs or ballast, New or Used
Fruit, fresh or frozen
Guns - (50 mm or larger caliber; military) (see also <b>Section 2</b> )
Hazardous waste (see Table 780 below and Item 565)
Human remains, fetal remains and human body parts
Insects, live, live specimens or live bait
Illegally obtained or manufactured substances (i.e. Cocaine, Heroin, Marijuana, etc.)
Jewelry, not released to a value of less than \$5.00 per pound, including costume or novelty jewelry
Leaking or wet package, container, or drum (Note 8)
Medical waste (i.e. used needles, gloves, garments/laundry contaminated with bodily fluids)
Meats, fresh
Milk, fresh
Museum exhibits
Nitrocellulose - all types
Other inherently fragile, unique, or custom items, including but not limited to prototypes, etc.
Photocopiers - new and/or used
Postage stamps
Polychlorinated Biphenyl's ("PCB")
Precious metals, including gold and silver bullion, platinum and sterling silver
Precious stones
Produce, fresh or frozen
Radioactive Materials, Level II and III
Tanning beds
Valuable Papers of any kind (Bonds, Personnel Records, etc)
Waste (i.e. environmental, hazardous, medical, or any other that requires a waste manifest) (see Table 780 below)

**Table 780 - Hazardous Materials Accepted for Transportation:**

Hazardous materials may not be accepted for transportation unless the hazardous material is properly classed, described, packaged, marked, labeled and in condition for shipment.

Hazard Class or Division	Label Name	Except as Noted
1.1	EXPLOSIVES 1.1	NONE
1.2	EXPLOSIVES 1.2	NONE
1.3	EXPLOSIVES 1.3	NONE
1.5	EXPLOSIVES 1.5	NONE
1.6	EXPLOSIVES 1.6	NONE
2.3	POISON GAS	ZONE A -1 liter or less per package ZONE B - in packaging of 119 gal or less capacity
6.1 (Inhalation Hazard, Zone A or B)	POISON INHALATION HAZARD	ZONE A - 1 liter or less per package ZONE B - in packaging of 119 gal or less capacity
6.2	INFECTIOUS SUBSTANCE 1	NONE
7	RADIOACTIVE YELLOW - II	NONE
7	RADIOACTIVE YELLOW - III	NONE
Medical waste		NONE
Nitrocellulose, UN0342, UN2556, UN2059	4.1, 1.1, 1.3	Nitrocellulose membrane filters
Hazardous waste		NONE
PCB's (Polychlorinated Biphenyls)		NONE
Asbestos		NONE
Wastes		NONE
Used fluorescent bulbs and ballasts		NONE

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**Section 1A - RESTRICTED ARTICLES REQUIRING PRIOR AUTHORIZATION:** The following items can be picked up but REQUIRE written approval by Carrier prior to pickup. Such written approval can be granted on a form authorized and signed by regional operations management or Carrier's corporate Director of Cargo Claims and Quality or Director – Operations Services.

Antiques - Collectibles, Furniture, Glassware, Jewelry and Memorabilia (Note 3)
Appliances, major appliances (refrigerators, stoves, washers, dryers, etc.)
Artwork – Original or Limited editions, including but not limited to paintings, drawings, etchings, sculptures, statues, tapestries, watercolors, and artwork that is signed and numbered (Note 4)
Automobile body sections, as defined and described in NMFC ITEM 18285, and not in wooden crates
Bundles (as specified in NMFC Item 235 and described in NMFC Item 580) over 12 feet in length
Carbon Black, (liquid or solid)
Fine Porcelain - vases, dishes, figurines
Fireworks
Frozen Goods (i.e. chemicals, drugs, foods, medicines, etc)
Household goods (as defined and further limited in Item 615)
Lottery Tickets
Mattresses, with or without box springs
Metal Sheets, goods, flat not in solid wooden crates.
Printer stock, either paper or pulp board sheets, printed or unprinted, packaged other than in solid wooden crates
Plants, live
Pottery or Earthenware of any type (i.e. nursery supplies, etc.)
Skids of freight over 8' long
Televisions, 24" or Larger (excluding computer monitors with a released value (Note 6)
US Mail - any postcard, letter, package, with U.S. postage stamps applied (Note 2)
Vehicular Glass (as described in NMFC Items 86540 through 86560)

**SECTION 2 - TRANSPORTING GUNS AND FIREARMS**

- Carrier will transport and deliver firearms as defined by United States Gun Control Act of 1968, between areas served in the U.S., but only between: (i) Licensed importers; licensed manufacturers; licensed dealers; licensed collectors as defined in Title 18, Chapter 44 of the United States Code; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or (ii) Where not prohibited by local, state or federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).
- Upon presenting the goods for shipment, the person tendering the shipment to Carrier is required to notify Carrier that the shipment contains a firearm. The outside of the package(s) must not be marked, labeled or otherwise identify that the package(s) contains a firearm. The Shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.
- The Shipper and recipient must be of legal age as identified by applicable law.
- Carrier cannot ship or deliver firearms C.O.D.
- Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. Loaded firearms or firearms with ammunition shall not be shipped in the same package.
- Carrier will not transport firearms that are legally owned by or offered for tender by or from one individual to another individual (or to themselves at another address) under any circumstances.

**SECTION 3 - OTHER RESTRICTIONS:**

- Carrier is not obligated to receive freight that by its nature liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may be refused for lack of suitable equipment.
- Shipments of articles that by Federal or state regulation, or by the requirements of the Shipper, have co-loading restrictions (e.g. medicines, toiletries, cosmetics, etc.), when tendered to Carrier, must be properly and clearly identified on the bill of lading and on the packaging. If the Shipper fails to identify the restriction at the time of tendering the freight, Carrier will not be liable for any loss or damage resulting from co-loading.
- Carrier is not obligated to receive any commodity that by its nature is particularly susceptible to damage or the market value of which is variable or particularly difficult to ascertain.
- Carrier assumes no liability for damages resulting from loss, damage, delay or destruction to shipments of plants and plant materials.
- Carrier will not accept bulk liquids requiring special tank truck equipment for transportation.
- Tobacco products will be accepted for shipment only when shipped from a licensed manufacturer, dealer or distributor to another licensed dealer, distributor or wholesaler.

**SECTION 4 - ALCOHOLIC BEVERAGES**

- Carrier will provide transportation services for alcoholic beverages (including beer, wine and spirits) only to licensed business entities when both the Shipper and recipient are licensed distributors, licensed wholesalers, licensed dealers, licensed manufacturers or licensed importers, and then subject to all applicable laws and regulations.
- Alcoholic beverages will not be accepted for transportation to Canada from the United States.

Note 1 Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

Note 2 United States Mail will be accepted when the Shipper and Consignee are United States Post Offices.

Note 3 Except antique furniture subject to NMFC Items 100240 and 100260 or numismatic exhibits subject to Item 63830.

Note 4 Except pictures or paintings subject to NMFC Items 100240, 100260 and 149420.

Note 5 In the event articles identified in this item as prohibited in Section 1 are inadvertently accepted, notwithstanding other liability limitations set forth herein, Carrier will not be liable for delay, loss or damage. Carrier will take steps to remove the prohibited articles at its earliest convenience and charge the shipper for the additional cost involved. In the event articles identified in this item as restricted in Section 1A are inadvertently accepted but not approved in writing by Carrier prior to pick-up, Carrier will not be liable for delay, loss or damage. In the event Carrier has approved the transportation of articles identified in this item in Section 1A, Carrier's maximum liability shall not exceed the lesser of: (1) \$0.50 per pound per package [\$0.10 per pound for household goods]; (2) \$100,000 per shipment; (3) the actual invoice value of the commodities or articles lost, damaged or destroyed; (4) the amount determined from the applicable limited liability provisions of the NMFC;



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(5) the limits provided by contract, if applicable; or (6) any other applicable limits set forth in this tariff, unless Excess Declared Value Coverage is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and the applicable additional charges are paid (see item 166-1).

Note 6 Televisions and monitors, regardless of the technology, are accepted for transportation only as a contractual service. To receive service, Shipper must sign a contract and agree to the provisions set forth in the "Agreement for Shipping and Transporting Televisions." Carrier's liability for transporting televisions may be limited (see Item 166).

Note 7 Except Class 1, Division 1.4, subject to NMFC Item 64302. Explosives will not be imported to or exported from Canada and Mexico.

Note 8 When packages are defective or leaking through no fault of Carrier, the Shipper will be responsible for all costs associated with containment, collection and disposal of the materials.

**ITEM 810**

**PROTECTIVE SERVICES**

**SECTION 1 - TEMPERATURE CONTROLLED SERVICE**

1. Carrier will provide Temperature Controlled Service throughout the year for commodities that require protection from cold or heat because of their sensitivity to heat or cold. Service under this rule will be offered in certain select markets where Carrier operates and shall be subject to the Conditions of Service and Exclusions from Service shown below.
2. All requests for Temperature Controlled Service must be arranged through UPS Freight® LTL Urgent as provided in this Section. Regardless of whether the Shipper has marked the bill of lading with "TEMPERATURE CONTROLLED SERVICE REQUESTED" or has arranged for the transportation service via a means other than as set forth in this Section, in the event that the Shipper or customer fails to arrange for the Temperature Controlled Service through UPS Freight LTL Urgent (or fails to comply with any of the other Conditions of Service set forth below), then Carrier shall have no liability for any loss, damage or destruction to all or any part of a shipment due to the failure of Carrier to provide Temperature Controlled Service for such shipment.
3. The commodities must be able to withstand a temperature range between 40<sup>o</sup> and 65<sup>o</sup> Fahrenheit when Temperature Control Service is requested. Carrier will not be liable if the commodity degrades at a temperature range between 40<sup>o</sup> and 65<sup>o</sup> Fahrenheit.
4. The charge for Temperature Controlled Service shall be based on the agreed upon pricing negotiated between the Carrier and customer. In the event there is no specific Temperature Controlled Service pricing negotiated between the parties and a request for Temperature Controlled Service is made on the bill of lading, Shipper or customer must contact UPS Freight LTL Urgent at 800-644-0900 (Option 2) and speak to a representative to obtain the applicable charge.
5. Temperature Controlled service may be available for shipment outside the select markets and coverage areas. Customer should contact UPS Freight LTL Urgent at (800) 644-0900 (Option 2) for more information.

Conditions of Service:

- a) Customer or Shipper must contact UPS Freight® LTL Urgent at (800) 644-0900 (Option 2) at least 24 hours in advance to define the service requested the commodities to be shipped and the origin and destination.
- b) Carrier's published service standards, including time-in-transit do not apply.
- c) Expedited, weekend and Holiday services are available only upon request and where suitable equipment is available.
- d) Carrier liability for loss, damage or destruction to any shipment or part thereof is limited; see Item 166, Section 10.
- e) Shipper must make the following notation prominently on the bill of lading "TEMPERATURE CONTROLLED SERVICE REQUESTED."
- f) Temperature Controlled Service applies between UPS Freight® operated facilities only.

Exclusions from Service: Temperature Controlled Services will not be offered on shipments with the following requirements or conditions:

- a) Shipments where Freezable Protection Service, as described in SECTION 2 below, is applicable
- b) Shipments that require appointments for delivery
- c) Shipments that require Notification prior to delivery, including customer pickup at Carrier's service center
- d) Shipments that require the use of lift gates or special equipment
- e) Shipments held for consolidation
- f) Shipments that are to be made Collect on Delivery (COD)
- g) Shipments that contain any prohibited articles
- h) Shipments involving pickups or deliveries at private residences
- i) Shipments involving pickups or deliveries at limited access point
- j) Shipments involving pickups or deliveries at remote locations
- k) Shipments involving pickups or deliveries at U.S. domestic islands
- l) Shipments where Sorting and Segregating service is requested
- m) Shipments involving pickups or deliveries at trade shows, conventions, or exhibitions
- n) Shipments requiring dropped trailers for Consignee unloading
- o) Shipments that contain extreme length or over dimension commodities
- p) Capacity Load Shipments
- q) Shipments subject to cubic capacity and density
- r) Reconsigned Shipments

**SECTION 2 - FREEZABLE PROTECTION SERVICE (SEASONAL ONLY)**

1. Carrier will provide Freezable Protection Service for commodities that have a freeze point of 32<sup>o</sup> Fahrenheit or lower and require protection from freezing. Service under this rule will be provided only for shipments handled direct by Carrier in the 48 contiguous United States and Canada. Service shall be subject to the Conditions of Service and Exclusions from Service shown below.
2. Carrier reserves the right to suspend Freezable Protection Service if the temperature is 10<sup>o</sup> Fahrenheit or lower or if there is a prolonged period of extreme cold weather. A freezable protection advisory will be available on Carrier's web page at [tl.upsfreight.com](http://tl.upsfreight.com) that will provide information on areas and/or states where temperature embargos may be in place and where Freezable Protection Service will not apply.
3. The charge for this service shall be \$2.50 cwt; subject to a minimum charge of \$25.25 per shipment, subject to the following Conditions of Service:

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**Conditions of Service:**

- a) Applicable only where suitable equipment is available.
- b) Freezable Protection Service shall only be offered October 1<sup>st</sup> through April 30<sup>th</sup>.
- c) Shipper must specifically and prominently note "PROTECT FROM FREEZING" on the bill of lading.
- d) Freezable Protection service does not apply for commodities with a freeze point higher than 32<sup>o</sup> Fahrenheit.
- e) When Freezable Protection Service is requested on mixed shipments of perishable and non-perishable articles, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- f) Freezable Protection Service applies only on shipments that can be picked up Monday through Thursday with delivery on Tuesday through Friday (no weekend, Holiday layovers or Friday pickups).
- g) Stopping in transit for partial loading or unloading on Capacity Load rated shipments is permitted up to five stops subject to applicable charges under Item 900 herein.
- h) Carrier liability for loss, damage or destruction to any shipment or part thereof is limited; see Item 166, Section 10.

**Exclusions from Service:** Freezable Protection Service will not be offered on shipments with the following requirements or conditions:

- a) Shipments where Temperature Controlled Service, as described in SECTION 1 above, is applicable
- b) Shipments that require Appointments for delivery
- c) Shipments that require Notification prior to delivery, including customer Pickup at Carrier's service center
- d) Shipments that require the use of lift gates or special equipment for deliveries
- e) Shipments held for consolidation
- f) Shipments that are to be made Collect on Delivery (COD)
- g) Shipments involving deliveries at private residences
- h) Shipments requiring delivery on Holidays and weekends
- i) Shipments involving pickups or deliveries at limited access points
- j) Shipments involving pickups or deliveries at remote delivery points
- k) Shipments involving pickups or deliveries at U.S. Domestic Islands
- l) Shipments where Sorting and Segregating service is requested
- m) Shipments involving pickups or deliveries at trade shows, conventions or exhibitions
- n) Shipments requiring dropped trailers for Consignee unloading
- o) Shipments that contain extreme length or over dimension commodities
- p) Capacity Load rated Shipments
- q) Shipments subject to cubic capacity and density
- r) Reconsigned Shipments

**ITEM 811**

**BILLING ON JOINT LINE SHIPMENTS**

Unless specific written agreements have been made with the party responsible for payment of the freight charges, Carrier will invoice (bill) the Shipper, Consignee or payer of the freight charges on non-direct, joint line or interline shipments, only under the following two conditions:

1. Carrier originates the shipment and the freight charges are prepaid; or
2. Carrier is the delivering carrier and the freight charges are collect.

Discounts established for the Shipper, Consignee or third party payer do not imply Carrier billing and invoicing.

**ITEM 812\***

**CLAIMS AND LEGAL ACTIONS: INDIVIDUAL BINDING ARBITRATION OF CLAIMS**

**Section 1 - Time Limits and Pleading Requirements for Claims/No Right to Set Off**

1. Claims against Carrier must be made within strict time limits, including as set forth in Item 813, "Claims for Unidentified Payment, Overpayment or Duplicate Payment" regarding invoice adjustments or billing disputes; Item 166, "Liability for Cargo Loss or Damage" regarding claims for loss or damage to property; and Items 822, 823, 824, and 825 pertaining to service guarantees.
2. "Claimant" is the person asserting the claim or seeking recourse arising out of or related to the provision of services by Carrier.
3. All claims against Carrier arising out of or related to the provision of services by Carrier, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the Claimant (1) timely and completely complies with all applicable notice and claims periods set forth in this Tariff and any applicable contract, including as to claims for loss or damage to property under Item 166, claims for invoice adjustments under Item 813, claims under Items 822, 823, 824, and 825, Carrier's service guarantees; or claims for breach of contract or any other cause of action; and (2) pleads on the face of any complaint filed in court against Carrier or states in its submission of its claim in arbitration against Carrier, as the case may be, satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.
4. Claimants may not deduct the amounts of pending claims from any charges owed to Carrier, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to Carrier.

**Section 2 - Agreement to Arbitrate Claims**

1. **Claimant and Carrier agree that, except for disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes), any controversy or claim, whether at law or equity, arising out of or related to the provision of services by Carrier, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration.**
2. Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under law and must honor the terms and conditions in this Tariff, and any applicable contract.

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3. Claimant and Carrier agree that their sole relationship is a contractual one governed by this Tariff and any applicable contract. Any controversy or claim arising out of or related to the provision of services by Carrier shall be resolved solely based on the agreements set forth in this Tariff and any applicable contract.

**Section 3 – Institutional Arbitration**

1. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The Rules, including instructions for how to initiate arbitration, are available at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve Carrier's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.
2. **Any arbitration under this Agreement will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. Claimant and Carrier are each waiving the right to trial by jury. Claimants and Carrier are further giving up the ability to participate in a class, mass, consolidated or combined action or arbitration.**

**Section 4 - Place of Arbitration/Number of Arbitrators/Costs of Arbitration/Governing Law/Survival**

1. Any arbitration will take place in the county where Claimant resides and will be determined by a single arbitrator.
2. Any filing fee or administrative fee required of Claimant by the AAA Rules shall be paid by Claimant to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non frivolous complaints, Carrier will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the American Arbitration Association. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.
3. All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Tariff and/or any applicable contract.

**Section 5 - Severability**

Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

**Section 6 - Desk Arbitration**

For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer-Related Disputes Supplementary Procedures, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, Carrier shall pay Claimant's filing fee under the AAA Rules, provided that Claimant agrees that both parties shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.

**Section 7 - Access to Small Claims Courts**

All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.

**Section 8 - Acknowledgements**

Claimant and Carrier acknowledge and agree that pursuant to this Tariff:

1. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, CARRIER OR RELATED THIRD PARTIES;
2. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST CLAIMANT, CARRIER OR RELATED THIRD PARTIES;
3. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT.
4. CLAIMANT AND CARRIER AGREE THAT WE ARE WAIVING THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST CLAIMANT, CARRIER AND/OR RELATED THIRD PARTIES.

**Section 9 - Award**

The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both Claimant and Carrier agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

**Section 10 - Confidentiality of Arbitration**

Notwithstanding anything to the contrary in the AAA Rules, Carrier and Claimant agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the American Arbitration Association from reporting certain consumer arbitration case information as required by state law.

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**ITEM 813**

**CLAIMS FOR UNIDENTIFIED PAYMENT, OVERPAYMENT OR DUPLICATE PAYMENT**

A claim for overcharge, unidentified, over collection, or duplicate payment shall not be paid unless filed in writing with Carrier within 180 days of receipt of Carrier's freight bill. For the purposes of applying this rule, receipt shall mean 10 days after the shipment has been tendered to Carrier by the Shipper. Except as otherwise provided, claims will be handled in accordance with procedures governing the processing, investigation and disposition of such claims as found in NMFC series items 300201 through 300209 and 49 CFR Part 370.

**ITEM 814**

**COLLECTION OF CHARGES - PAYMENT APPLICATION**

If insufficient information is supplied by the customer to clear the freight bill from Carrier's accounts receivable system, then Carrier will notify the customer and give them 90 days to provide that information. If a customer response is not received in that timeframe, then the payment will be retained by Carrier. If a customer has past due bills, they will be notified that the payment will be applied to the oldest open freight bills. The same process will apply to duplicate payments. If the customer's total account results in a credit balance, the credit balance will be refunded.

**ITEM 815**

**COLLECTION OF CHARGES - CURRENCY**

Rates and charges are stated in currency of the United States

**ITEM 817**

**APPLICATION OF RATES - PROHIBITED ARTICLES**

Carrier does not transport: (1) shipments of hazardous wastes that require or are accompanied by an Environmental Protection Agency (EPA) or state Hazardous Waste Manifest; or (2) shipments of: household goods as defined by the U.S. Department of Transportation; Hazard Class 1.1 through 1.6 explosives; commodities in bulk; live animals; poultry; articles which cannot be loaded inside a van trailer; articles of unusual value; commodities requiring special equipment; or, commodities injurious or contaminating to other freight.

**ITEM 818**

**THROUGH RATES**

Where a "single" through rate exists from origin pick up point to the consigned destination, the line haul freight charges must move entirely prepaid or entirely collect.

**ITEM 819**

**SPECIAL DAMAGES AND LIABILITIES NOT ASSUMED**

1. In no instance shall Carrier, including its agents, contractors, employees and affiliates be liable for any indirect, incidental, consequential, loss of profit, loss of income, special, exemplary or punitive damages, whether or not Carrier had knowledge that such damages might be incurred, without Carrier's prior agreement in writing.
2. Carrier will not be liable for any damages in excess of the limitations contained within Item 166 of this Rules Tariff, whether Carrier knew or should have known that such damages might be incurred, without Carrier's prior agreement in writing.
3. Carrier will not be liable for, nor shall it make any refund or any credit as a result of any loss, damage, delay, misdelivery, nondelivery or failure to provide information about a shipment caused by or resulting in whole or in part from any of the following:
  - a. An act, default or omission of any person or entity other than Carrier, its parent or affiliates
  - b. A defect or inherent nature of a commodity
  - c. Shipper's violation of any of the terms and conditions in this tariff in effect at the time of the shipment
  - d. Loss of data stored on magnetic tapes, files or other storage media or erasure or damage or photographic images, sound tracks or motion pictures on any media
  - e. Shipments where Carrier records do not identify that the commodities were tendered to Carrier by the Shipper.
  - f. Delay or incomplete delivery due to an act or omission of a customs agent, regulatory authority or police agency
  - g. Damage indicated solely by any shock watch, tilt meter, temperature recorder or other device attached to the freight while in transit
  - h. Superficial damage to outer or general shipping containers, including damage to the finish by adhesive labels, soil or damage incidental to the transportation service
  - i. Carrier's employees compliance with verbal instructions from Shipper, Consignee or persons claiming to represent Shipper or Consignee
  - j. An incomplete or inaccurate address of the Shipper or Consignee, or incomplete, inaccurate or missing documentation required for the lawful transportation including customs clearance of the goods

**ITEM 820**

**RECONSIGNMENT OR DIVERSION**

A request for reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

**1. DEFINITIONS OF RECONSIGNMENT OR DIVERSION:**

- a. A change in the name of the Shipper or Consignee, or a change in the place of delivery or destination point
- b. Relinquishment (return) to Shipper or Owner of the goods at point of origin (See Note 2)
- c. Relinquishment to another carrier designated by Shipper

**2. CONDITIONS:**

- a. Requests for reconsignment must be made in writing or confirmed in writing. Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reshipe, return or reconsign a shipment.
- b. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
- c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed before reconsignment will be made.
- d. Only entire shipments, not portions of shipments, may be reconsigned or diverted.
- e. An order for reconsignment of a shipment moving under uniform Order Bills of Lading will not be considered valid unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
- f. Instructions for reconsignment of COD shipments will be accepted only from the Shipper.
- g. Reconsignment will not be permitted on shipments "In Bond." (see Note 7)

**3. CHARGES:** Reconsignment as defined in Section 1 will be subject to the following:

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If reconsignment results in a change:	In the name of the Shipper or Consignee with no change in place of delivery	In the place of delivery within original destination service center area	In the destination point
Prior to tender of delivery (Note 5)	\$41.00 per shipment (See Note 11)	\$66.20 per shipment (See Note 11)	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate destination (See Notes 1, 6, 8 & 9)
After tender of delivery	\$41.00 per shipment (See Note 10)	\$9.88 per cwt. subject to a minimum charge of \$98.00 per shipment and a maximum charge of \$1,030.00 per shipment on shipments to points within original destination service center area.	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate Destination (See Notes 8 & 9)

Note 1 If the change in destination point is requested and instructions are received in time to effect the requested change at the original service center of Carrier, the charge will be \$39.00 per shipment in addition to the applicable tariff rates and charges from points of origin to the new destination.

Note 2 Where a request is made by Shipper before a shipment has left Carrier's service center at point of origin, for return of a shipment to the original place of shipment, or delivery thereof to another carrier at point of origin, or to relinquish possession thereof to Shipper or to another carrier at Carrier's service center, such service, if performed, will be subject to a charge of \$6.20 per 100 lbs. with a minimum charge of \$49.30 per shipment and a maximum charge of \$569.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

Note 3 Upon instructions received by Carrier prior to receipt of a shipment at point of origin accompanied by a through bill of lading covering the shipment, Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such a shipment will be subject to a charge of \$98.00 plus linehaul charges from origin to final destination.

Note 4 Shipments subject to the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC Item 580 or when Carrier is specifically requested to do so by the Shipper or Consignee will be marked or tagged by Carrier, subject to marking or tagging charges as published in Item 580.

Note 5 The provisions governing reconsignment "prior to tender of delivery" will apply only when Carrier receives the request for reconsignment:

- a. Before the shipment has been loaded on a delivery vehicle; or
- b. Before the shipment has been dispatched for delivery; thereafter, the provisions governing reconsignment "after tender of delivery" apply.

Note 6 When Shipper or Consignee or its agent elects to accept shipment at Carrier's service center located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of \$5.88 per 100 lbs., subject to a minimum charge of \$41.00, and a maximum charge of \$538.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

Note 7 All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of Paragraph 2 will not apply.

Note 8 Shipments reconsigned or diverted in route where local rates apply from the point of reconsignment or diversion will be allowed any applicable discount that has been established for the payer (or Shipper if different from payer) from the original point of origin.

Note 9 On collect shipments which become undeliverable or which are refused at time of delivery and Carrier receives written instructions from the Shipper to return the shipment back to the original point or to reconsign the shipment to a new destination point the following provisions apply:

- a. The shipment shall be treated as an outbound prepaid shipment from the reconsignment point.
- b. The shipment shall be rated using the Shipper's outbound pricing provisions that were applicable at the original shipping location. These pricing provisions shall be applied on the movement from the original shipping location to the reconsignment point and from the reconsignment point back to the original origin or to the new destination point.
- c. In those instances where the Shipper has no pricing provisions in place at the original shipping location a discount of 40% off actual class using UPGF 560 or UPGF 525 base rates in effect at time of shipment will be allowed subject to a Minimum Charge of \$154.00 per shipment on domestic shipments and a Minimum Charge of \$188.00 per shipment on Canadian shipments. These provisions apply only on shipments handled direct by Carrier.
- d. In all cases, the Shipper shall be responsible for the payment of all freight charges to and from point of reconsignment.

Note 10 Plus redelivery charge if applicable.

Note 11 If "Prior to Tender of Delivery" the Consignee accepts the shipment at Carrier's delivering service center there will be no additional charge.

**ITEM 821**

**DIVERSION TO ANOTHER CARRIER**

When Carrier receives instructions to divert a shipment at any point from Carrier to another carrier (motor carrier, rail or air carrier) the following provisions apply:

- Carrier will make a diligent effort to execute the diversion, but will not be responsible if such service is not effected.
- Reconsignment charges to and from diversion point apply, see Item 820.
- Additionally, if the request results in unloading and reloading the vehicle upon which the shipment was loaded when the request for diversion was received, a charge of \$98.00 per person per hour will apply subject to a minimum charge of \$196.00 per person per day. Loading and unloading labor charges for Saturday, Sunday and Holidays, or in excess of eight hours on Business Days will be charged at \$142.00 per labor hour subject to a minimum charge of \$284.00 per labor-day.

**ITEM 822**

**LTL URGENT**

**LTL Urgent Services** ("Urgent") provides time-critical and time definite guaranteed services. To request Urgent, call 800-644-0900 or visit the "MyLTLFreight" secured site at [lfl.upsfreight.com](http://lfl.upsfreight.com).

- In-Network** shall be defined as any shipment or series of shipments picked up and delivered by Carrier employees and equipment.
- Out-of-Network** shall be defined as any shipment or series of shipments where Carrier must use an agent, partner carrier, another mode of transportation (i.e. air, water, rail), or subcontractor to perform all or any portion of its obligations under the Urgent agreement.

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**Terms and Conditions of Service:**

1. Carrier shall issue and deliver to customer a contract (the "contract") covering the time critical shipment (or a series of shipments) that includes the time by which the shipment is to be delivered and the transportation charges as agreed to by customer and Carrier.
2. Urgent pricing, as set forth in the contract, shall supersede all other pricing programs (including other contractual agreements) existing between the parties.
3. Except to the extent expressly provided elsewhere in the contract, Urgent shipments are governed by this rules tariff.
4. Carrier reserves the right not to accept a request for Urgent if it determines that it cannot provide the service requested, and may cancel the contract if the shipment is not available for pick up at the time agreed, if the shipment packaging is inadequate, or the shipment characteristics, description or service requirements are different than as indicated when customer booked the shipment.
5. Rates and charges for Urgent received by customer from the Carrier's website shall expire one (1) hour from the time the rate quote was obtained. The quote may only be applied to the shipment or series of shipments for which the initial quote(s) was intended. Notwithstanding anything to the contrary in this paragraph, the aforementioned statement is not applicable when the party responsible for payment of the rates and charges (the "payor") has a specific pricing agreement, statement of agreed pricing or contract with Carrier that applies to Urgent shipments.
6. Unless specifically otherwise indicated in the contract, the rates and charges for Urgent are NOT subject to any discounts or reductions.
7. Customer agrees that it will pay all charges incurred in connection with an Urgent shipment, including without limitation the rate selected by customer when customer booked the shipment (as set forth in the contract) and any applicable accessorial and other charges. Notwithstanding the fact that customer may indicate that another party is responsible for charges for any such shipment, customer expressly agrees that it will be primarily responsible for payment of such charges in the event such other party refuses or fails to pay the charges.
8. Urgent shipments shall be subject to maximum weight of 43,500 pounds per shipment.
9. Customer warrants that all information provided to Carrier by customer when customer books an Urgent shipment is complete and accurate.
10. On each bill of lading covering an Urgent shipment, customer agrees to prominently indicate the date and, if applicable, time delivery is requested and the statement that Carrier Urgent service is requested. Failure to do so may result in the shipment being treated as a regular LTL shipment and Carrier shall be released from liability due to late delivery. Customer agrees that such bill of lading (or any other form of receipt) shall be used solely as a receipt for the shipment and to identify the kind and quantity of goods, place of pickup and delivery, Shipper and consignee and other information. In the event said bill of lading or receipt refers to or incorporates classifications or tariffs or contains other terms and conditions which are in addition to or conflict with the contract and/or this tariff provision, such additional or conflicting terms and conditions shall have no force or effect and the contract, together with this tariff provision, will govern.
11. Customer agrees to defend, indemnify and hold Carrier and its employees, contractors, and agents harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by or arising out of the mischaracterization or wrong description of an Urgent shipment applied to the bill of lading covering a shipment.
12. In the event of failure by Carrier to have the shipment available for delivery by the delivery time/date indicated in the contract due to no fault of customer, Shipper or Consignee, then the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payor requests cancellation or refund of any paid freight charges by contacting LTL Urgent at (800) 644-0900 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation on behalf of the payor and no refunds will be made to any party other than the payor.
13. Carrier will not be liable for any indirect, consequential, loss of profit, lost manufacturing capabilities, special, exemplary, loss of sales, or punitive damages, even if it has been advised of the possibility of such damages.
14. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date, or if applicable, time indicated in the contract resulting from events beyond Carrier's control, including, but not limited to Impractical Operations (as defined in Item 120) or acts or omissions of customer, Shipper, Consignee or Owner of goods or any person or entity other than Carrier or its agents.
15. In the event the delivery appointment set by the customer is different from the time and/or date originally requested at the time the shipment was booked, Carrier shall be released from liability due to late delivery; however, Carrier will be entitled to the compensation agreed to for Urgent.
16. In the event Carrier is requested to re consign an Urgent shipment, Carrier shall be released from liability due to late delivery; however, Carrier will still be entitled to its compensation agreed to for Urgent.
17. Carrier shall have the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from any that might have been indicated when customer booked the shipment. Carrier has no duty to notify customer of such substitutions, selections, or deviations, nor shall substitutions, selections, or deviations constitute a breach of the contract or preclude the application and enforcement of all the terms and conditions governing the shipment.

**ITEM 823**

**LTL GUARANTEED – STANDARD DELIVERY SERVICE**

**LTL Guaranteed** is Carrier's guaranteed service for delivery of a shipment by the end of the day in accordance with Carrier's normal transit standard in effect on the date of shipment. The guarantee is subject to the following conditions:

1. LTL Guaranteed is only applicable on LTL shipments between direct points in the contiguous United States, and between direct points in the contiguous United States and points in Canada where the rates and charges applicable to the shipment are not determined from the UPGF 500, 505, 525, 560 or 580 current, non-frozen, base rates (to the extent item 824 applies). LTL Guaranteed will apply only where UPS Freight (or agents on behalf of UPS Freight) picks up and delivers the shipment, but will not apply on shipments picked up or delivered by interline or partner carriers.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time to qualify. LTL Guaranteed does not apply to missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date advertised by Carrier for delivery service from eligible origin ZIP codes to eligible destination ZIP codes. The Consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the Consignee's receiving department is closed.
4. A 25% surcharge (\$38.00 minimum) will be added to the freight charges (accessorials excluded) after the applicable discount has been applied.  
Example: Calculate the applicable line haul freight charges less any applicable discount,  
Then, apply the 25% increase or the \$38.00 minimum (whichever is higher),  
Then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
5. To request LTL Guaranteed, Shipper must check the Guaranteed Delivery Requested box on the UPS Freight @ bill of lading, or simply request in writing Guaranteed Delivery Service on the bill of lading. When requested, Carrier will place Guaranteed stickers on both Shipper's and Carrier's copy of the bill of lading and the freight. Shipper must sign the guaranteed sticker on the Carrier's copy of the bill of lading.
6. The LTL Guaranteed provisions of this item are not applicable in the following circumstances:

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- a. On shipments rated under the current, non-frozen, UPGF 500, 505, 525, 560 or 580 base rate tariffs (to the extent item 824 applies).
- b. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
- c. When the delay or failure to perform is the result of Impractical Operations.
- d. Where special delivery requirements or conditions apply, such as but not limited to:
  - Appointments and notification prior to delivery (Item 647)
  - Blackout periods as may be listed on Carrier's website
  - Capacity Load shipments (Item 390)
  - Carpeting or linoleum
  - Collect on Delivery (COD) shipments (Item 430)
  - Cubic Capacity and Density shipments (Item 575)
  - Dropped trailers for consignee unloading (Item 579)
  - Extreme length shipments (Item 670)
  - Freezable Protection and Temperature Controlled shipments (Item 810)
  - Hazardous materials (Item 565)
  - Holiday and/or weekend pickups or deliveries (Item 754)
  - Lift gate deliveries (Item 892)
  - Limited access delivery points (Item 755)
  - Lost or damaged shipments
  - Non-business hours deliveries (Item 754)
  - Reconsigned shipments (Item 820)
  - Remote non-ZIP delivery points (Item 756)
  - Residential pickups or deliveries (Item 753)
  - Rural notification pickup points as defined by Carrier's website
  - Shipments held for consolidation
  - Shipments subject to provisions of blind shipments
  - Sorting and segregating of shipment required (Item 751)
  - Special equipment deliveries (Item 725)
  - Trade show, convention center, exhibit center pickups or deliveries (Item 148)
  - Volume / Spot (Item 890)
  - U.S. domestic island pickups or deliveries (Item 758)
7. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of customer, Shipper or Consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payor requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation or refund on behalf of the payor and no refunds will be made to any party other than the payor. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
8. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date, or if applicable, time indicated in the contract resulting from events beyond Carrier's control, including, but not limited to Impractical Operations or acts or omissions of customer, Shipper, Consignee or Owner of goods or any person or entity other than Carrier or its agents.

**ITEM 824**

**LTL NO-FEE GUARANTEE**

**LTL No-Fee Guarantee** is Carrier's delivery or attempted delivery of a shipment in accordance with Carrier's normal transit standard in effect on the date of shipment. The guarantee is subject to the following conditions:

1. LTL No-Fee Guarantee is only applicable on LTL shipments originated and delivered by Carrier between direct points in the contiguous United States, and between direct points in the contiguous United States and points in Canada (shown as being serviced by UPS Freight's Calgary, AB (CAL), Edmonton, AB (EDM), Halifax, NS (DAR), London, ON (LON), Moncton, NB (MCT), Montreal, PQ (MTL), Toronto, ON (TOR), Vancouver, BC (VAN), Windsor, ON (WDR) and Winnipeg, MB (WPG) service centers) where the rates are determined from the current, non-frozen, UPGF 500, 505, 525, 560 or 580 base rate tariff. The No-Fee Guarantee is not applicable when the pickup or delivery is made by agents (except agents in Canada) on behalf of UPS Freight, nor on interline or partner shipments.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time. No-Fee Guarantee does not include missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date advertised by Carrier for delivery service from eligible origin ZIP codes to eligible destination ZIP codes. The Consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the Consignee's receiving department is closed.
4. The LTL No-Fee Guarantee provisions of this item are not applicable in the following circumstances:
  - a. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
  - b. When the delay or failure to perform is the result of Impractical Operations.
  - c. Where special delivery requirements or conditions apply, such as but not limited to:
    - Appointments and notification prior to delivery (Item 647)
    - Blackout periods as may be listed on Carrier's website
    - Capacity Load shipments (Item 390)
    - Carpeting or linoleum
    - Collect on Delivery (COD) shipments (Item 430)
    - Cubic Capacity and Density shipments (Item 575)
    - Dropped trailers for consignee unloading (Item 579)
    - Extreme length shipments (Item 670)

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- Freezable Protection and Temperature Controlled shipments (Item 810)
  - Hazardous materials (Item 565)
  - Holiday and/or weekend pickups or deliveries (Item 754)
  - Lift gate deliveries (Item 892)
  - Limited access delivery points (Item 755)
  - Lost or damaged shipments
  - Non-business hours deliveries (Item 754)
  - Reconsigned shipments (Item 820)
  - Remote non-ZIP delivery points (Item 756)
  - Residential pickups or deliveries (Item 753)
  - Rural notification pickup points as defined by Carrier's website
  - Shipments held for consolidation
  - Shipments subject to provisions of blind shipments
  - Sorting and segregating of shipment required (Item 751)
  - Special equipment deliveries (Item 725)
  - Trade show, convention center, exhibit center pickups or deliveries (Item 148)
  - Volume / Spot (Item 890)
  - U.S. domestic island pickups or deliveries (Item 758)
  - Shipments made by or arranged through a third party retailer, package store or reseller of package and transportation services.
5. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of customer, Shipper or Consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payor requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation or refund on behalf of the payor and no refunds will be made to any party other than the payor. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
6. Carrier reserves the right to modify, suspend or terminate this LTL No-Fee Guarantee at any time
7. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date, or if applicable, time indicated in the contract resulting from events beyond Carrier's control, including, but not limited to Impractical Operations or acts or omissions of customer, Shipper, Consignee or Owner of goods or any person or entity other than Carrier or its agents.

**ITEM 825-A**

**LTL GUARANTEED A.M.**

**LTL Guaranteed A.M.** is Carrier's LTL guaranteed delivery by 12:00 P.M. service based on the standard transit time in effect on the date of shipment, subject to the conditions below:

1. LTL Guaranteed A.M. is only applicable on LTL shipments from direct points to select destination points in the 48 contiguous U.S. states and Washington D.C.
- Note: Eligible destination points can be determined by using the "Destination ZIP Eligibility" tool on [ltl.upsfreight.com](http://ltl.upsfreight.com).
2. LTL Guaranteed A.M. will apply only where Carrier (or an agent on behalf of Carrier) picks up and delivers the shipment, but will not apply on shipments picked up or delivered by interline or partner carriers.
3. Shipment must be picked up by Carrier (or an agent on behalf of Carrier) no later than 5:00 P.M. local time to qualify. LTL Guaranteed A.M. service does not apply for missed pickups.
4. Carrier guarantees to make shipment available for delivery by 12:00 P.M. local time on the date advertised by Carrier for delivery service on its website. The consignee/receiver must be open for business, and willing and capable of accepting delivery of the shipment by 12:00 P.M. local time for the guarantee service to apply.
5. Fees associated with this service are as follows:
- a. On shipments rated under the current, non-frozen UPGF 560 or UPGF 580 base rate tariff, a flat fee of \$65.00 per shipment will apply
  - b. On shipments rated under non-current UPGF 560 or UPGF 580 rates; foreign or contract rates, a 30% surcharge (\$65.00 minimum) will apply
  - c. Service fee will be added to the freight charges after the applicable discount has been applied. Accessorial pickup and/or delivery fees will be excluded from the surcharge.
- Example:
- Calculate the applicable line haul freight charges less any applicable discount;
  - Then, apply the 30% increase or the \$65.00 minimum (whichever applies);
  - Then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
6. To request LTL Guaranteed A.M. service, the shipper must:
- a. Select the service option in one of the UPS/UPS Freight shipping systems or;
  - b. Check the "LTL Guaranteed A.M. service requested" box on the Carrier's bill of lading or;
  - c. Write "LTL Guaranteed A.M. service requested" on the bill of lading.
7. LTL Guaranteed A.M. service will not apply in the following circumstances:
- a. On shipments destined to non-eligible postal codes as defined by the "Destination ZIP Eligibility" tool on [ltl.upsfreight.com](http://ltl.upsfreight.com)
  - b. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
  - c. When the delay or failure to perform is the result of Impractical Operations.
  - d. When special delivery requirements or conditions apply, such as but not limited to:
    - Appointments and notification prior to delivery (Item 647)
    - Blackout periods as may be listed on Carrier's website
    - Capacity Load shipments (Item 390)



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- Carpeting or linoleum
  - Collect on Delivery (COD) shipments (Item 430)
  - Cubic Capacity and Density shipments (Item 575)
  - Dropped trailers for consignee unloading (Item 579)
  - Extreme length shipments (Item 670)
  - Freezable Protection and Temperature Controlled shipments (Item 810)
  - Hazardous materials (Item 565)
  - Holiday and/or weekend pickups or deliveries (Item 754)
  - Lift gate deliveries (Item 892)
  - Limited access delivery points (Item 755)
  - Lost or damaged shipments
  - Non-business hours deliveries (Item 754)
  - Reconsigned shipments (Item 820)
  - Remote non-ZIP delivery points (Item 756)
  - Residential deliveries (Item 753)
  - Shipments held for consolidation
  - Shipments subject to provisions of blind shipments
  - Sorting and segregating of shipment required (Item 751)
  - Special equipment deliveries (Item 725)
  - Trade show, convention center, exhibit center pickups or deliveries (Item 148)
  - Volume / Spot (Item 890)
  - U.S. domestic island pickups or deliveries (Item 758)
8. In the event of a failure by Carrier to have the shipment available for delivery by the delivery date and time as indicated above, due to no fault of Shipper or Consignee, the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payor requests cancellation or refund of any paid freight charges by contacting Carrier at (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation or refund on behalf of the payor and no refunds will be made to any party other than the payor. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
9. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date and time indicated above resulting from events beyond Carrier's control, including, but not limited to Impractical Operations or the acts or omissions of customer, Shipper, Consignee or Owner of goods or any person or entity other than Carrier or its agents.

**ITEM 830**

**PICK-UP OR DELIVERY - REDELIVERY**

When a shipment is tendered for delivery and such delivery cannot be accomplished, through no fault of Carrier no further tenders and final delivery will be made except upon request

1. If one or more additional tenders or final delivery of the shipment are made at Consignee's place a charge of \$123.00 per shipment
2. Redelivery charges will not apply if Consignee elects to pick up the shipment at Carriers destination service center.
3. The charges provided in this item will be paid or guaranteed to the satisfaction of Carrier before the shipment will be redelivered.

Note On shipments consigned to a private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, Carrier will establish specific delivery arrangements with the Consignee. When on shipments to a private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, redelivery charges will not be assessed for these shipments unless Carrier and the Consignee have first reached a satisfactory delivery date or time (approximate) and Carrier is unable to tender delivery as scheduled through the fault of the Consignee.

**ITEM 835**

**PICK-UP OR DELIVERY – PALLET JACK**

When Urgent (as defined in Item 822) is requested and Carrier is required or requested to employ use of a pallet jack, to accomplish pickup or delivery of the articles, the following charge shall be assessed at \$70.00 per shipment.

**ITEM 884-A**

**SHIPMENTS TENDERED AS A TRUCKLOAD OR CAPACITY LOAD**

Shipments rated as a Truckload Shipment to the TRUCKLOAD DIVISION OF UPS GROUND FREIGHT, INC. are subject to the terms and conditions of The Rate Quotation and Short Form Pricing Agreement, the UPS Freight Truckload Bill of Lading and the TARIFF UPTS103.

Shipments tendered to the LTL Division of UPS Ground Freight, Inc. that meet the requirements of an LTL Volume / Spot (Item 890) or a Capacity Load (Item 390) will be priced according to the terms and conditions of the customer agreement and the Tariff UPGF102 accordingly.

**ITEM 888**

**PICK-UP OR DELIVERY - SHIPMENT ASSEMBLY AT ORIGIN**

**Section 1** - When Carrier is requested to assemble shipments at point of origin the following will apply:

1. Shipper must supply bills of lading and labels identifying which product is to be shipped on each shipment.
2. Carrier will assemble product into shipments according to the Shipper supplied bills of lading, apply the Shipper supplied labels and forward the completed shipments to destination.
3. Carrier liability for piece count will not commence until the shipments have been assembled and the bills of lading signed by the Carrier. Carrier will notify Shipper immediately of any shortage or overage of products for disposition.
4. Carrier will make a diligent effort to execute the request for Shipment Assembly, but will not be responsible if resources are not available to complete request.

**Section 2** - Charges

1. Applicable charges for Shipment assembly at origin are \$0.90 per piece or package, or \$1.51 per 100 pounds, whichever is greater, subject to a minimum charge of \$29.00 per shipment.
2. Shipment Assembly charges are in addition to linehaul charges from point of origin to point of destination and other accessorial services provided as part of the transportation service.

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3. Charges for the Shipment Assembly and applicable line haul must be billed prepaid and paid by the party requesting the service.

**ITEM 890-A**

**SPOT QUOTE**

1. Carrier will publish or offer special volume or "spot quote" prices depending on capacity, time of month, etc, prior to picking up the freight. These quotations are estimates based on the information provided, are valid for only a single shipment for the effective dates provided, and are not binding either on Carrier or on Shipper.
2. Shipments under a spot quote will be governed by this item and will move at Carrier's convenience. The shipment will not be subject to Carrier's published service standards and will be subject to special liability limitations as provided in Item 166, Section 8 of this tariff.
3. Shipments moving under an LTL Volume or "Spot" quote will be subject to the rules and conditions outlined in the UPGF 102 tariff in effect at the time of shipment. This includes, but is not limited to, the fuel surcharge and any accessorial charges incurred. The terms outlined in this item and the rates offered for a Volume or "Spot" quote will supersede any contractual agreement in effect at the time of shipment.
4. Shipments moving under this item will not be subject to the charges outlined in Item 757 (High Cost Service Area Surcharge) and Item 758 (US Domestic Islands).
5. Transportation charges on a shipment will be assessed on the actual weight, goods shipped and services performed.
6. Spot quotes may be obtained from Carrier's website: [www.upsfreight.com](http://www.upsfreight.com). The spot quote reference number obtained after entering the class, weight, number of units and dimensional data must be written on the bill of lading to ensure the spot quote is correctly applied.

**ITEM 891**

**SPECIAL SERVICES - GENERAL**

Any special services rendered beyond normal pickup, delivery and linehaul and not specifically provided herein will be charged for as negotiated between the customer and Carrier.

**ITEM 892**

**SPECIAL SERVICES – LIFT GATE**

1. When Carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic or electric lifting or lowering devices, to accomplish pickup or delivery of the articles, an additional charge of \$7.60 per 100 lbs., subject to a minimum charge of \$115.00 and a maximum charge of \$359.00 per shipment, will be assessed in addition to all other applicable charges.
2. The charges for this service will be paid by the party for whom the service is performed, or guaranteed by the Shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at locations that are safe and accessible to the vehicle.

If Carrier has to rent equipment to perform this service, the cost will be at the customer's expense at the rates and charges assessed by the rental company.

**ITEM 894**

**SPECIAL SERVICES - QUOTATIONS OF ESTIMATED CHARGES (INCLUDING VOLUME QUOTES)**

1. When Carrier provides an estimate of published tariff charges, whether orally, through the Carrier's website, or in writing, such a quote will be based on a single freight transaction, the applicable pricing provisions in place for the customer and the applicable facts that are made known to Carrier at the time of the request. The customer must accurately provide the commodity description, class, weight, number and type of handling units, dimensional information as well as all additional services requested. At the time of the quotation, a QUOTE NUMBER will be assigned by Carrier. This quote number must be prominently/conspicuously shown on the bill of lading at the time of shipment.
2. Such estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of the freight charges. The estimate is not binding on Carrier, Shipper or other third party. Regardless of the estimate quoted by Carrier, all transportation charges on a shipment will be assessed on the basis of Carrier's published tariff provisions in effect at the time of the shipment for all transportation and related services actually performed in connection therewith.

**ITEM 895**

**SPECIAL SERVICES - SHIPMENTS CONSIGNED TO THE U.S. POST OFFICE**

Shipments consigned to the U.S. Post Office at a particular point, or tendered to a Carrier for delivery to a U.S. Post Office at a particular point for distribution via U.S. Mail, will be accepted only on the following conditions:

1. All charges must be prepaid.
2. The post office stamp will be accepted, in lieu of signature, as receipt for delivery of shipments.
3. Packages must carry sufficient postage for movement to destination.
4. Shipments consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office will not be accepted.
5. Each package must conform to U.S. Postal Regulations regarding size and weight.

**UPS FREIGHT  
TARIFF UPGF 102-G  
SECTION 1**

**ITEM 896**

**SPECIAL SERVICES - SIGNATURE SECURITY SERVICE (SSS)**

**SECTION 1 - DEFINITION**

A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. Each person responsible for the shipment whereon this service is requested will sign a written record of receipt while such shipment is in possession of Carrier, and Carrier will secure signature for such written record or receipt from Consignee or his agent.

**SECTION 2 - ANNOTATION**

Shipper or his agent must place and sign the following annotation on the bill of lading:

**SIGNATURE SECURITY SERVICE REQUESTED:**

**Date** \_\_\_\_\_ **Signed** \_\_\_\_\_ **Title** \_\_\_\_\_ In the event special circumstances require telephone notice to Shipper, bill of lading will be annotated: "Call Shipper collect at any time of day from each point where signature and tally service are to be provided." The Shipper's phone number must be shown on the bill of lading. **SECTION 3 - FORM REQUIRED**

DD Form 1907, signature and tally records, or similar form, provided by the Shipper, will be used to obtain the signature and tally record:

1. When signature security service is requested by the Shipper and the signature and tally record is furnished, Carrier will require each person responsible for the shipment such as the service center manager, pickup, delivery and road drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the Consignee or his agent on delivery.
2. The initial signature on the form should be the same as that of Carrier's agent on the bill of lading.
3. In service center areas the vehicle containing the signature security service shipment must be under the control of the last person signing the DD Form 1907 or any other form furnished by the Shipper.

**SECTION 4 - BASIS OF CHARGES**

In addition to all rates or charges, shipments on which "Signature Security Service" is provided at the Shipper's request will be subject to a charge of \$3.85 per 100 lbs., with a minimum charge per shipment of \$92.00, and a maximum charge of \$280.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

**ITEM 900**

**STOPOFF FOR PARTIAL LOADING OR UNLOADING CAPACITY LOAD SHIPMENTS**

Unless provided for otherwise, a single shipment, subject to Capacity Load, or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions:

1. Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop off points
2. Stopoffs for unloading will not be allowed on COD shipments.
3. Each stop for either partial loading or partial unloading, other than the initial pick-up and final delivery stop will be subject to a stop off charge of \$280.00 per stop.
4. For linehaul charges, if the total distance from initial origin to final destination via the stop off point or points exceeds 115% of the direct mileage from initial origin to final destination, that distance in excess of 115% will be charged for at the rate of \$6.25 per mile, in addition to the stopoff charges and all other charges assessed against the shipment. All mileage shall be computed by use of STB HGB 100 series (Mileage Guide).
5. All charges must be prepaid by Shipper or guaranteed by the Shipper and so noted on the bill of lading at the time of shipment (except on shipments moving on Government Bills of Lading) and only one freight bill will be issued for the entire shipment.

**ITEM 910-A**

**STORAGE**

Freight held in Carrier's possession by reason of an act or an omission of the Shipper, Consignee, or owner, and through no fault of Carrier, will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after it is received.
2. Storage charges on undelivered freight will begin at 7:00 A.M. on the first day of business after notice of arrival has been given as provided in Item 345, except no charges under this item will be made when actual tender of delivery is made within the next Business Day after such notice of arrival has been given, nor on the date the shipment is actually delivered. The term "first day of business" means Mondays through Fridays, excluding Saturdays, Sundays or Holidays.
3. When a shipment is stored and disposition has not been received by the date specified on the final notice requesting disposition instructions, the freight may be sold at public auction. An additional fee of 25% of the auction proceeds, with a minimum charge of \$25.00 will apply to cover all handling, administrative and other associated costs.

**Section 1 - When freight is stored by Carrier**

1. Freight stored in Carrier's possession will be assessed a charge of \$3.00 per 100 lbs. or fraction thereof per day or fraction thereof, subject to a minimum charge of \$28.00 per shipment per each day, but not less than \$104.00 per shipment. Maximum charge per shipment or per vehicle if more than one vehicle is used: \$208.00 for first day or fraction thereof; \$277.00 for second day or fraction thereof; \$415.00 for the third and each succeeding day or fraction thereof.
2. Storage charges will end when Carrier is able to deliver or transport the shipment as a result of action by the Shipper, Consignee, owner or customs official.

**Section 2 - When freight is placed in a public warehouse for storage**

1. Storage charges will not apply on the day Carrier places the freight in a public warehouse. When Carrier does place the freight in a public warehouse, a charge of \$4.10 per 100 lbs. subject to a minimum charge of \$104.00 per shipment to transport the shipment from Carrier's service center to the warehouse and a maximum charge per shipment or per vehicle, if more than one vehicle is used, of \$1,183.00
2. Carrier will not be responsible for any charges accruing to the public warehouse.

Note: Freight held by reason of an act or omission of the Shipper, Consignee, owner, or customs broker, for customs clearance or inspection, and through no fault of Carrier will be stored under the direction of Customs, as defined in Item 480, 485, or 487, depending on the circumstances.

**UPS FREIGHT  
TARIFF UPGF 102-G  
SECTION 1**

**ITEM 920**

**SUBSTITUTION OF SERVICE**

Carrier may, at its option, substitute other line haul service for its actual highway service.

**ITEM 980**

**UNDELIVERED RETURNED SHIPMENTS**

Any undelivered shipment returned to the Shipper will be subject to the applicable rates from the point of return to the origin of the shipment. The applicable rates in effect on the date of the returned shipment will be applied and will be in addition to all applicable charges.

**ITEM 985**

**VEHICLE FURNISHED BUT NOT USED**

1. When Carrier upon receipt of a request to pickup a shipment weighing 10,000 pounds or more, or to furnish a vehicle for the exclusive use of a consignor, and has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier, vehicle is not used a charge of \$349.00 per day or fraction thereof per vehicle, shall be assessed against the consignor making such request.
2. When Carrier is requested to furnish flat rack or mechanically refrigerated equipment at the designated point and such equipment is furnished, but not used (through no fault of the Carrier) or if after arrival of Carrier's equipment at the place of loading designated by Shipper, Shipper fails to tender a shipment for transportation or informs the Carrier that shipment will not be tendered, a charge of \$5.25 per mile will be made for each unit of equipment ordered subject to a minimum charge of \$349.00 per trailer ordered and not used. Distance will be computed (subject to Note 1) from point of dispatch to the point designated by Shipper as the place of loading or from the Carrier's nearest terminal to the designated place of lading (whichever produces the lower charge), and return to the Carrier's nearest terminal or to the next point of loading, whichever is less.
3. When Carrier is requested to make a pickup of a shipment of less than 10,000 pounds, arrives at the scheduled time for pickup but no freight is tendered to Carrier, a charge of \$34.00 will be assessed.

Note 1 Mileage will be determined by the STB HGB 100 Series.

Note 2 Accrual of charges for sections 1 and 2 will terminate when Carrier is notified that the vehicle will not be used.

**ITEM 987**

**UPS FREIGHT ® LTL URGENT REQUESTED BUT CANCELLED**

When Carrier upon receipt of a request to pickup an Urgent shipment (as defined in Item 822) and Carrier has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier, the service request is canceled or the shipment is not ready or available for pickup, a charge of the following charges shall be assessed against the party making such request:

**SECTION 1 - In-Network:** \$190.00 per shipment

**SECTION 2 - Out-of Network**

<u>Unit Size Ordered</u>	<u>Charge</u>	<u>Unit Size Ordered</u>	<u>Charge</u>
Cargo Van	\$212.00	24 foot Straight Truck	\$352.00
12 foot Straight Truck	\$257.00	Greater than 24 feet	\$776.00
18 foot Straight Truck	\$324.00		

Note The applicable charge for the unit size ordered shall be based on the size of the Urgent shipment scheduled for pickup (weight and cube).

**ITEM 990**

**REWEIGH AND WEIGHT VERIFICATION**

1. At its sole discretion, Carrier may choose to reweigh shipments in its custody with or without notice. Such reweighs may be conducted with scales owned by Carrier, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified by Carrier.
2. If Carrier discovers an error in the weight declared by Shipper on the bill of lading, Carrier will correct the weight and assess freight charges on the basis of the new weight determined by Carrier. If the new weight increases or decreases the net freight charges by \$15.00 or more, a weight adjustment fee of \$28.00 will apply in addition to all other charges and shall be assessed against the party responsible for the payment of the freight charges.
3. Upon request by either the consignor or Consignee, Carrier will reweigh any shipment or vehicle(s) on Carrier Scales. If no error is determined or if error is less than 1% of the billed weight, a charge of \$77.00 per shipment per vehicle, will be made for each weight verification. Such charge(s) is to be paid by the party requesting the service irrespective of whether the line haul charge(s) are prepaid or collect.
4. When Carrier is requested by the consignor or Consignee to secure a Certified Public Scale weight for any shipment or vehicle(s), a charge of \$208.00 will be made by Carrier for each weight verification. Such charge(s) is to be paid by the party requesting the service irrespective of whether the line haul charges are prepaid or collect. Fees assessed to Carrier shall be advanced for payment to the party requesting such service.
5. Such weighing or verification will only be made while shipment is in possession of Carrier.

**THE END OF SECTION 1**

**UPS FREIGHT  
TARIFF UPGF 102-G  
SECTION 2-MEXICO**

**ITEM 1-2**

**FUEL SURCHARGE  
APPLICATION OF PERCENTAGE INCREASE**

This fuel surcharge schedule applies on shipments that are rated using Tariff 570, which includes through rates from origin to destination, and moving between the Republic of Mexico and the United States (excluding Alaska and Hawaii) or Canada. In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be subject to the percentage increase as provided below. Shipments rated using Tariff 571 for rating within the Republic of Mexico will only be subject to the fuel surcharge in Section 1 of this Tariff on the linehaul charges for the portion of the transportation service within the United States (excluding Alaska and Hawaii) or Canada.

The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is			The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is			The Fuel Surcharge on LTL, Capacity Load or Minimum Charge Shipments is		
Fuel Price At Least:	But Less Than:		Fuel Price At Least:	But Less Than:		Fuel Price At Least:	But Less Than:	
200	201	5.4%	249	250	7.1%	298	299	8.9%
201	202	5.4%	250	251	7.1%	299	300	8.9%
202	203	5.4%	251	252	7.1%	300	301	9.1%
203	204	5.4%	252	253	7.3%	301	302	9.1%
204	205	5.5%	253	254	7.3%	302	303	9.1%
205	206	5.5%	254	255	7.3%	303	304	9.1%
206	207	5.5%	255	256	7.3%	304	305	9.2%
207	208	5.5%	256	257	7.4%	305	306	9.2%
208	209	5.7%	257	258	7.4%	306	307	9.2%
209	210	5.7%	258	259	7.4%	307	308	9.2%
210	211	5.7%	259	260	7.4%	308	309	9.4%
211	212	5.7%	260	261	7.6%	309	310	9.4%
212	213	5.8%	261	262	7.6%	310	311	9.4%
213	214	5.8%	262	263	7.6%	311	312	9.4%
214	215	5.8%	263	264	7.6%	312	313	9.5%
215	216	5.8%	264	265	7.7%	313	314	9.5%
216	217	5.9%	265	266	7.7%	314	315	9.5%
217	218	5.9%	266	267	7.7%	315	316	9.5%
218	219	5.9%	267	268	7.7%	316	317	9.7%
219	220	5.9%	268	269	7.9%	317	318	9.7%
220	221	6.1%	269	270	7.9%	318	319	9.7%
221	222	6.1%	270	271	7.9%	319	320	9.7%
222	223	6.1%	271	272	7.9%	320	321	9.8%
223	224	6.1%	272	273	8.0%	321	322	9.8%
224	225	6.2%	273	274	8.0%	322	323	9.8%
225	226	6.2%	274	275	8.0%	323	324	9.8%
226	227	6.2%	275	276	8.0%	324	325	10.0%
227	228	6.2%	276	277	8.2%	325	326	10.0%
228	229	6.4%	277	278	8.2%	326	327	10.0%
229	230	6.4%	278	279	8.2%	327	328	10.0%
230	231	6.4%	279	280	8.2%	328	329	10.1%
231	232	6.4%	280	281	8.3%	329	330	10.1%
232	233	6.5%	281	282	8.3%	330	331	10.1%
233	234	6.5%	282	283	8.3%	331	332	10.1%
234	235	6.5%	283	284	8.3%	332	333	10.3%
235	236	6.5%	284	285	8.5%	333	334	10.3%
236	237	6.7%	285	286	8.5%	334	335	10.3%
237	238	6.7%	286	287	8.5%	335	336	10.3%
238	239	6.7%	287	288	8.5%	336	337	10.4%
239	240	6.7%	288	289	8.6%	337	338	10.4%
240	241	6.8%	289	290	8.6%	338	339	10.4%
241	242	6.8%	290	291	8.6%	339	340	10.4%
242	243	6.8%	291	292	8.6%	340	341	10.6%
243	244	6.8%	292	293	8.8%	341	342	10.6%
244	245	7.0%	293	294	8.8%	342	343	10.6%
245	246	7.0%	294	295	8.8%	343	344	10.6%
246	247	7.0%	295	296	8.8%	344	345	10.7%
247	248	7.0%	296	297	8.9%	345	346	10.7%
248	249	7.1%	297	298	8.9%	346	347	10.7%

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347	348	10.7%	410	411	13.1%	473	474	15.5%
348	349	10.9%	411	412	13.1%	474	475	15.5%
349	350	10.9%	412	413	13.2%	475	476	15.5%
350	351	10.9%	413	414	13.2%	476	477	15.6%
351	352	10.9%	414	415	13.2%	477	478	15.6%
352	353	11.0%	415	416	13.2%	478	479	15.6%
353	354	11.0%	416	417	13.4%	479	480	15.6%
354	355	11.0%	417	418	13.4%	480	481	15.8%
355	356	11.0%	418	419	13.4%	481	482	15.8%
356	357	11.2%	419	420	13.4%	482	483	15.8%
357	358	11.2%	420	421	13.5%	483	484	15.8%
358	359	11.2%	421	422	13.5%	484	485	15.9%
359	360	11.2%	422	423	13.5%	485	486	15.9%
360	361	11.3%	423	424	13.5%	486	487	15.9%
361	362	11.3%	424	425	13.7%	487	488	15.9%
362	363	11.3%	425	426	13.7%	488	489	16.1%
363	364	11.3%	426	427	13.7%	489	490	16.1%
364	365	11.5%	427	428	13.7%	490	491	16.1%
365	366	11.5%	428	429	13.8%	491	492	16.1%
366	367	11.5%	429	430	13.8%	492	493	16.2%
367	368	11.5%	430	431	13.8%	493	494	16.2%
368	369	11.6%	431	432	13.8%	494	495	16.2%
369	370	11.6%	432	433	14.0%	495	496	16.2%
370	371	11.6%	433	434	14.0%	496	497	16.4%
371	372	11.6%	434	435	14.0%	497	498	16.4%
372	373	11.7%	435	436	14.0%	498	499	16.4%
373	374	11.7%	436	437	14.1%	499	500	16.4%
374	375	11.7%	437	438	14.1%	500	501	16.5%
375	376	11.7%	438	439	14.1%	501	502	16.5%
376	377	11.9%	439	440	14.1%	502	503	16.5%
377	378	11.9%	440	441	14.3%	503	504	16.5%
378	379	11.9%	441	442	14.3%	504	505	16.7%
379	380	11.9%	442	443	14.3%	505	506	16.7%
380	381	12.0%	443	444	14.3%	506	507	16.7%
381	382	12.0%	444	445	14.4%	507	508	16.7%
382	383	12.0%	445	446	14.4%	508	509	16.8%
383	384	12.0%	446	447	14.4%	509	510	16.8%
384	385	12.2%	447	448	14.4%	510	511	16.8%
385	386	12.2%	448	449	14.6%	511	512	16.8%
386	387	12.2%	449	450	14.6%	512	513	17.0%
387	388	12.2%	450	451	14.6%	513	514	17.0%
388	389	12.3%	451	452	14.6%	514	515	17.0%
389	390	12.3%	452	453	14.7%	515	516	17.0%
390	391	12.3%	453	454	14.7%	516	517	17.1%
391	392	12.3%	454	455	14.7%	517	518	17.1%
392	393	12.5%	455	456	14.7%	518	519	17.1%
393	394	12.5%	456	457	14.9%	519	520	17.1%
394	395	12.5%	457	458	14.9%	520	521	17.3%
395	396	12.5%	458	459	14.9%	521	522	17.3%
396	397	12.6%	459	460	14.9%	522	523	17.3%
397	398	12.6%	460	461	15.0%	523	524	17.3%
398	399	12.6%	461	462	15.0%	524	525	17.4%
399	400	12.6%	462	463	15.0%	525	526	17.4%
400	401	12.8%	463	464	15.0%	526	527	17.4%
401	402	12.8%	464	465	15.2%	527	528	17.4%
402	403	12.8%	465	466	15.2%	528	529	17.5%
403	404	12.8%	466	467	15.2%	529	530	17.5%
404	405	12.9%	467	468	15.2%	530	531	17.5%
405	406	12.9%	468	469	15.3%	531	532	17.5%
406	407	12.9%	469	470	15.3%	532	533	17.7%
407	408	12.9%	470	471	15.3%	533	534	17.7%
408	409	13.1%	471	472	15.3%	534	535	17.7%
409	410	13.1%	472	473	15.5%	535	536	17.7%

**UPS FREIGHT  
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- Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the DOE Diesel Fuel Price Index is at least 115 cents per gallon.
- Note 2 The term "line haul charges" referred to herein applies to all charges other than accessorial charges.
- Note 3 For the purposes of the Volume or Capacity Load fuel surcharge application, volume or Capacity Load shipments are defined as:
- a. Shipments rated per vehicle, per van, or per container;
  - b. Shipments that weigh or are rated at weights of 20,000 lbs. or more;
  - c. Shipments considered a capacity load or moving under exclusive use rates.
- Note 4 All shipments will be subject to a fuel adjustment (surcharge) based on a weekly fuel price index. The index shall be the Department of Energy's National Average Diesel Fuel Price Index, after 4:00 PM on Monday of each week. Said Index may be ascertained direct from the DOE by calling (202) 586-6966 each Monday afternoon. If Monday falls on a Holiday, the index for the next Business Day that is not a Holiday will be used to determine the applicable fuel surcharges. The surcharge for each week (Monday through Sunday) will be based on Monday's DOE index of the previous week.
- Note 5 For each four cent (\$.04) increase over 536 cents in the DOE Diesel Fuel Price Index, the fuel surcharge will increase by an additional 0.1%. For each four cent (\$0.04) decrease below 200 cents, the fuel surcharge will decrease by 0.1%. When the DOE Diesel Fuel Price Index falls below 115 cents, the fuel surcharge will not apply.

**ITEM 100-2**

**MEXICO APPLICATION**

1. This publication applies for UPS Freight (also identified as Carrier) and explains the rates, rules and charges for international services for shipments from or to The Republic Mexico, subject to other publications, pricing agreements or individual customer contracts. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. UPS Freight, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Section 13710, shall provide to the Shipper, on request of the Shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the Shipper and Carrier is based.
2. The terms and conditions set out in Section 1 of this tariff apply to shipments covered by this Section 2 except:
  - (a) to the extent that an item number is set forth in this Section 2 (for example, Item 1-2, of this Section 2, applies to shipments covered hereby rather than Item 1 of Section 1; Item 100-2 governs rather than Item 100; Item 105-2 governs rather than Item 105; etc.);
  - (b) to the extent an item in Section 1 states it relates only to domestic US LTL services; and
  - (c) Charges or fees set forth in Section 1 of this tariff shall apply to a domestic US Portion of a shipment unless otherwise provided. In the event a charge or fee is set forth in Section 1 and there is no corresponding charge or fee set forth in this Section 2, then customer must contact Carrier at 800-644-0900, to determine the applicable charge or fee – payor agrees to pay all such charges or fees.
  - (d) Other exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. UPS Freight, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Section 13710, shall provide to the customer, on request of the customer, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the customer and Carrier is based.
3. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. Carrier encourages its customers to review this publication as some items may be subject to limitations of liability, released values or other requirements which may relate directly to your shipment. Therefore, all Shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being insured for full value.
4. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such contracts and / or tariffs, to the extent of their application, will apply.
5. Where a rule published in this tariff covers the same rule published in Section 1 of the UPS Freight's tariff UPGF 102 series or the National Motor Freight Classification, NMF 100 series, such rule published herein this Section 2, to the extent of its application, will apply in lieu of the rule published in UPGF 102 Section 1 or the NMF 100 Series.
6. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the Shipper has agreed to accept responsibility, additional charges for brokerage, ocean and terminal services shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, UPS Freight reserves the right to assess the charges against the payor of the freight charges.
7. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an item suffixed with an alphabet letter, the letter A, cancels the original item not so suffixed, B cancels A, C cancels B. etc.
8. The charges shown in this tariff are NOT subject to any discounts or reductions.
9. All pricing agreements established by Carrier for its customers are subject to annual general rate increases, unless specifically stated otherwise in the pricing agreement.
10. Section 2 applies on Less than Truckload (LTL) and Capacity Load shipments originating in or destined to points in The Republic of Mexico.
11. Shipper is not required to ship any minimum number of shipments with Carrier and Carrier is not required to accept any minimum number of shipments tendered by Shipper. Shipments tendered to Carrier or its contract carriers must meet all applicable legal requirements.
12. For international transportation services, the customs broker's name and phone number must appear on the applicable bill of lading. Customs documents must be provided to driver at time of pick-up.
13. All rates provided are in US Dollars.
14. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities and may disclose information as specifically required by law or for payment and audit purposes.
15. In the event any Item or provision of an item in this tariff is determined to be invalid by a court or administrative agency order or ruling, or by enactment or amendment of law, such action shall not invalidate the entire tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid and the rights and obligations of shippers, Consignees, Customers and Carrier shall be construed and enforced accordingly.
16. Except as otherwise provided in agreements referring to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.
17. Shippers and consignees may refer to UPGF 105 tariff for applicable offshore rates, rules and charges or call international Customer Service at (800) 333-7400. A copy of the UPGF 105 tariff is available upon request at no cost.

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18. Except as otherwise provided or otherwise stated on the bill of lading and agreed to by Carrier, Carrier agrees to accept, transport and deliver such goods as a customer or Shipper may tender with reasonable dispatch. Carrier is not otherwise bound to transport the goods by any particular schedule, by a particular route or in time for any particular event or in any other manner other than with reasonable dispatch.
19. Any additional services rendered beyond normal pick-up, delivery and linehaul, and not specifically provided herein, will be charges for as negotiated between the customer and Carrier.
20. Carrier reserves the right not to accept a request covered by a TL Pricing Agreement if it determines that it cannot provide the service requested, and/or further reserve the right to cancel a TL Pricing Agreement if the shipment covered thereby is not available for pick up at the time agreed, if the shipment packaging is inadequate, or if the shipment characteristics, description, or service requirements are different than as indicated when customer booked the shipment.
21. Carrier has the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from any that might have been indicated when customer booked the shipment. Carrier has no duty to notify customer, Shipper, or Consignee of such substitutions, selections, or deviations, nor shall substitutions, selections, or deviations constitute a breach of the applicable TL Pricing Agreement or preclude the application and enforcement of all the terms and conditions set forth therein.

**ITEM 125-2**

**ABBREVIATIONS - STATES OF MEXICO**

The following are uniform abbreviations for the states in the Republic of Mexico:

ABBREVIATION	STATE	ABBREVIATION	STATE	ABBREVIATION	STATE
AG	AGUASCALENTES	GJ	GUANAJUATO	QR	QUINTANA ROO
BJ	BAJA CALIFORNIA NORTE	GR	GUERRERO	SI	SINALOA
BS	BAJA CLAIFORNIA SUR	HG	HIDALGO	SL	SAN LUIS POTOSI
CH	CHIAPAS	JA	JALISCO	SO	SONORA
CI	CHIHUAHUA	MH	MICHAOACAN	TA	TABASCO
CL	COLIMA	MR	MORELOS	TL	TLAXCALA
CP	CAMPECHE	NA	NAYARIT	TM	TAMAULIPAS
CU	COAHUILA	NL	NUEVO LEON	VL	VERACRUZ
DF	DISTRITO FEDERAL	OA	OAXACO	YC	YUCATAN
DG	DURANGO	PU	PUEBLA	ZT	ZACATECAS
EM	ESTADO DE MEXICO	QA	QUERETARO		

**ITEM 135-2**

**BORDER BROKERAGE FEES**

Shipments moving between Mexico on the one hand and the United States, Puerto Rico, Guam, US Virgin Islands, or Canada on the other hand will be subject to brokerages fees at the border gateway crossing. Charges shall be shown on the Carrier's freight bill and paid by the party responsible for the freight charges, unless otherwise specified.

Note Not applicable when Shipper has indicated on the bill of lading that brokerage fee is being handled directly with the Broker.

**ITEM 166-2**

**CARRIER LIABILITY**

For shipments moving between points in the United States, Canada, Puerto Rico, Guam, and US Virgin Islands on the one hand, and points in Mexico on the other the following Carrier liability applies:

1. **If loss or damage occurs to a shipment while within the borders of Mexico or at a border Gateway of Mexico** Carrier liability will be limited to 50 cents per pound per package subject to a maximum of \$5,000.00 per shipment.
2. If the Shipper desires to tender a shipment requiring Carrier liability coverage in excess of the \$5,000.00 maximum liability noted in 1, the Shipper must indicate in writing on the UPS Freight @ Mexican bill of lading or service order, as applicable at the time of shipment the total dollar (U.S. dollars) of excess liability coverage requested. If the UPS Freight Mexican bill of lading is not used, then the Shipper must specifically indicate on the bill of lading "excess liability requested" and then enter in the total dollar amount requested. The maximum available Carrier excess liability coverage is \$45,000.00 per shipment for a total of \$50,000.00 when added to the initial maximum coverage. In no event will Carrier's maximum liability coverage exceed \$50,000.00.
3. The charge for excess liability coverage is three percent (3.0%) of the excess liability amount requested subject to a minimum charge of \$50.00.
4. **If loss or damage occurs within the Borders of the United States, Canada, Guam, Puerto Rico or the U.S. Virgin Islands**, the maximum Carrier liability will be determined from Item 166.

Note: Excess liability coverage is not available for articles other than new or on articles having released value provisions in the NMFC.

**ITEM 430-2**

**COLLECT ON DELIVERY (COD) SHIPMENTS**

Carrier will not accept any COD shipment that originate in or is destined to the Republic of Mexico.

**ITEM 487-2**

**BORDER CROSSING**

Upon request by Shipper or Shipper's agent, UPS Freight will subcontract the Cartage Agent (Broker) to provide USA/Mexico border crossing service. The following charges shall be applied:

\$165.00 per Shipment (non-hazardous materials)

\$385.00 per Shipment (hazardous materials)

Note UPS Freight reserves the right to assess the charge against the Shipper, Shipper's agent, Consignee or payor of the freight bill.



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**ITEM 560-2**

**EXTRA LABOR –LOADING OR UNLOADING**

When additional labor is requested by Shipper or Consignee for loading or unloading the following charge shall be applied:

\$61.50 per hour or fraction thereof

Note 1: The time shall be computed from the time the extra labor leaves the Carrier's service center until the time the extra labor returns to the Carrier's service center.

**ITEM 565-2**

**HAZARDOUS MATERIALS**

Hazardous materials are those defined in the code of Federal Regulations, Title 49, by the U.S. Department of Transportation. Carrier will only handle shipments of hazardous materials as allowed. It is the Shipper's responsibility to be familiar with these rules and laws governing the export or import of hazardous materials to and from Mexico. Any special permits or certificates that Carrier must purchase to move hazardous materials will be obtained, where possible, and the costs passed along to the payor of the line haul freight charges.

Hazardous material shipments handled by Carrier originating or destined to points in the Republic of Mexico shall be assessed a surcharge of \$93.00.

**HANDLING RESTRICTED HAZARDOUS MATERIALS**

1. In addition to the per shipment charge, if Carrier must move shipment over a circuitous route due to local, state, or federal highway restrictions, Carrier will prepare a designated route plan over the most practical and approved route for movement of such commodities. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the mileage over the normal route of movement, all distance in excess of 115% will be charged for at the rate of \$7.18 per mile.
2. If Carrier must purchase special permits for transportation movement, Carrier will purchase such permits and collect the purchase price plus a service fee of \$22.00 for each permit purchased.
3. Any fines or penalties imposed on Carrier as a result of Shipper's failure to meet regulatory requirements will be charged back to Shipper.
4. The per shipment charge accruing under this item will be collected from the party responsible for payment of the line haul freight charges.
5. Nothing in this rule shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates. Neither shipments of hazardous waste (defined by CFR 49 section 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under section CFR 49 sections 173.422 and 173.424) will be accepted for transportation.
6. Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by Carrier before shipment.
7. Any bill of lading notation limiting full access to a vehicle or any delays caused by a regulatory agency (or any party to the transportation), will be subject to exclusive use of vehicle and/or storage charges found in Section 1 items 470 and 910 herein.
8. If the shipment is refused by the Consignee or, for any other reason not the fault of Carrier, cannot be delivered to the Consignee, Carrier will provide notice to the Shipper that the freight is undelivered and subject to storage charges (see Section 1 item 910). If, within 10 days of such notice, Shipper does not provide written disposition instructions to Carrier, Carrier, at its sole discretion, shall be entitled, but not obligated, to dispose of the shipment. Shipper shall be responsible for all disposal costs and for all storage charges up to the time of disposal or other disposition of the shipment.
9. In the event a shipment is inadvertently picked up or handled by Carrier and cannot cross the border due to hazardous restrictions, the freight will become undeliverable and handled in accordance with Section 1 item 345 and Section 2 item 910-2. Charges applicable to such shipments will be the charge to the point the shipment was stopped and the charge for the return or to the new destination if reconsigned. If the shipment can be stopped at origin prior to placing into line haul transportation, Carrier will return the shipment for a charge of \$5.55 per 100 lbs. with a minimum charge of \$43.00 and a maximum charge of \$507.00 per shipment.
10. UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 647-2\***

**APPOINTMENT AND NOTIFICATION PRIOR TO DELIVERY OR PICKUP**

1. When Carrier is requested or required to call or notify customer as a condition necessary to delivery, to call for a delivery appointment, or to make arrangements for customer pickup at Carrier's service center or to provide written notice concerning the arrival of a shipment, a charge of \$145.00 per shipment will be assessed.
2. Notice of arrival will be given to the Consignee no later than the next Business Day following the arrival of the shipment.
  - (a) The notice will be given by telephone or mail.
  - (b) In the case of notification by mail, the notice will be considered received by the addressee at 8:00 A.M. on the first Business Day after it was mailed. If Consignee is notified by both telephone and by mail, the earlier date of contact will determine the arrival notice date.
  - (c) Shipments not delivered within the next Business Day after notification will be subject to storage charges as outlined in item 910.
3. When the Consignee requires delivery of the freight bill prior to delivery of a shipment, a charge of \$46.00 per shipment will apply.

Note 1 Not applicable when the Consignee of a shipment is located at a private residence, apartment, camp (other than military), church, country club, estate, farm, individual (mini) storage unit, rectory or school (See Section 1 Items 753 & 755).

Note 2 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 670-2\***

**EXTREME LENGTH / OVER DIMENSION - MINIMUM CHARGE**

1. Shipments containing one or more articles with dimensions that equal or exceed 10 feet 8 inches in length shall be subject to a charge of \$145.00 per shipment. This charge shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.
2. The charge in this item will not apply on shipments that are subject to :
  - a. Exclusive Use of Vehicle
  - b. Capacity Load or Volume rates and charges

Note 1 Not applicable on Urgent shipments (as defined in Section 1 Item 822) moving "out-of-network."

Note 2 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

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**ITEM 754-2**

**PICKUP OR DELIVERY – SATURDAYS, SUNDAYS, HOLIDAYS OR NON BUSINESS HOURS**

1. When Shipper or Consignee requests pick up or delivery on a Saturday, Sunday, Holiday or during non-Business Hours (See item 135), the service will be subject to a charge of \$150.00 per person per hour, or fraction thereof, subject to a minimum charge of \$300.00 per person per day. Such charges shall be in addition to all other applicable charges.
2. Time shall be computed upon notification by the driver to the representative of the Shipper or Consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Shipper or Consignee may request Carrier to place or pick up empty trailer(s) on Saturdays, Sundays, Holidays or during non-Business Hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday or occurs during normal Business Hours. The charges for this service will be as indicated in paragraph 1 above.
4. A request for pickup or delivery service on a Saturday, Sunday, Holiday or during non-Business Hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-Business Hours even if requested on the bill of lading.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made

Note 1 The term "Holiday" shall mean: Christmas Day, Independence Day, Labor Day, New Year's Day, Thanksgiving Day or any other day generally observed as a Holiday by Carrier at the point where the service is performed. When the Holiday falls on Sunday, the following Monday will be considered as a Holiday. If a delivery date is specified on the bill of lading or the shipping order and it is a Saturday, Sunday, or a Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

Note 2 The following Mexican Holidays shall also be defined under the term "Holiday": Benito Juarez Day, Holy Thursday, Mexican Constitution Day, Good Friday, Mexican Labor Day, Mexican Independence Day, All Saints Day, Revolution Day, Cinco de Mayo.

Note 3 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 755-2\***

**PICK-UP OR DELIVERY – LIMITED ACCESS LOCATIONS AND RESIDENTIAL LOCATIONS**

1. Before attempting pickup or delivery at Limited Access Locations, Carrier must reach agreement with the consignor or Consignee regarding the date and time (approximate) of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
  - a. The shipment may be delivered to the address on the bill of lading or may be picked up by the Consignee at Carrier's terminal
  - b. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
    - 1). The shipment weight, number of packages and payment requirements
    - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Section 1, Item 566) and Lift Gate services (Section 1, Item 892).
2. When Carrier is requested or required to arrange for a pickup or delivery at a location with Limited Access, the following charge shall apply:

\$111.00 per shipment
3. The term LIMITED ACCESS LOCATIONS includes, but is not limited to the following:
  - a. Churches
  - b. Commercial establishments not open to the walk in public during normal Business Hours
  - c. Construction sites (see Definitions)
  - d. Fairs and Carnivals
  - e. Individual (Mini) storage units
  - f. Military Bases / Installations
  - g. Mine sites (see Definitions)
  - h. Prisons or other correctional facility
  - i. Schools with no loading dock
  - j. Other similar locations where pick up or delivery is restricted or limited (see Section 1, Item 753 for Private Residences).
4. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. The charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.
5. In the case of delivery, the charge provided for in this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of item 647-2 and assessed to the party requiring the additional notice.

Note 1 Where pick up or delivery service is provided at a remote location defined under Section 1, Item 756, the provisions of this item will not apply at the same point.

Note 2 Not applicable on Urgent shipments (as defined in Section 1, item 822) moving "out-of-network."

**ITEM 815-2**

**CURRENCY EXCHANGE**

All rates and charges shall be stated and paid in U.S. funds.

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**ITEM 830-2\***

**PICK-UP OR DELIVERY - REDELIVERY**

When a shipment is tendered for delivery and such delivery cannot be accomplished, through no fault of Carrier no further tenders and final delivery will be made except upon request (see Note 1)

1. If one or more additional tenders or final delivery of the shipment are made at Consignee's/Shipper's place a charge of \$150.00 per shipment
2. Redelivery charges will not apply if Consignee elects to pick up the shipment at Carrier's destination service center.
3. The charges provided in this item will be paid or guaranteed to the satisfaction of Carrier before the shipment will be redelivered.

Note 1 On shipments consigned to a private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, Carrier will establish specific delivery arrangements with the Consignee. When on shipments to a private residence, apartment, camp (other than military), church, country club, estate, farm, rectory or school, redelivery charges will not be assessed for these shipments unless Carrier and the Consignee have first reached a satisfactory delivery date or time (approximate) and Carrier is unable to tender delivery as scheduled through the fault of the Consignee.

Note 2 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 832-2**

**DIVERSION-MEXICO**

The following charges shall be applied to shipments moving between points in the United States and Canada and points in the Republic of Mexico that are diverted to another carrier other than UPS, its affiliates, or its agents.

\$100.00 per shipment

For the purposes of this item, shipments shall be considered as diverted if any of the following conditions are met:

1. The customs Broker or freight forwarder indicates the shipment has been diverted to another carrier or freight forwarder other than UPS, its affiliates, or its agents.
2. The customer requests the shipment be diverted to another carrier or freight forwarder after pickup.
3. Shipment is held by the customs Broker or freight forwarder for fourteen (14) days or more.
4. The freight is picked up at the dock of Carrier's or its agent's border service center.

**ITEM 910-2**

**STORAGE**

Freight held in Carrier's possession (or its agents and connecting carriers) by reason of an act or an omission of the Shipper, Consignee, or owner, at the U.S./Mexican border or for customs clearance, inspection, or until taxes and duties are paid, and through no fault of Carrier, will be considered stored immediately and will be subject to the following provisions:

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4<sup>th</sup> Business Day the freight was detained or delayed.

**UNDELIVERED FREIGHT DELAYED OR ABANDONED AT THE BORDER**

1. If freight cannot be delivered or becomes abandoned at the border, or cannot be transported further because of an error or omission on the part of the Shipper, Carrier will make a diligent effort to notify the Shipper promptly that the freight is in storage and the reason thereof.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. Freight stored in Carrier's possession will be assessed a charge of \$2.95 per 100 lbs. or fraction thereof per 24 hours or fraction thereof, subject to a minimum charge of \$56.00 per shipment per each 24 hours and a minimum charge per shipment of \$98.00.

**STORAGE WITHIN MEXICO**

Freight held in Carrier's possession (or its agents and connecting carriers) by reason of an act or an omission of the Shipper, Consignee, or owner, within the Republic of Mexico the following storage charges shall be applied:

\$63.00 per day per shipment

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4<sup>th</sup> Business Day the freight was detained or delayed.

Note 1: The term "Business Day" means Mondays through Fridays, excluding Saturdays, Sundays or Holidays.

Note 2: UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 915-2**

**TAXES AND DUTIES**

Freight charges for shipments moving between the United States and Mexico do not include taxes and duties. Taxes and duties are to be handled directly between the payor or owner and Broker. Shipments held awaiting line haul transportation until taxes and duties are paid may be subject to storage charges, see item 910-2.

**ITEM 1000-2\***

**PALLETIZING SHIPMENT**

If the Shipper in Mexico ships loose freight that requires palletizing, the charge shall be \$79.00 per pallet. This service includes the provision of the pallet, the placement of the loose freight on the pallet, as well as the securing of the freight with plastic wrap.

Note 1 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 1001-2\***

**BORDER CROSSING - FUMIGATION**

If a shipment's contents or pallets require fumigation for border crossing, a charge of \$60.00 per shipment shall be assessed to the responsible billing party for the freight linehaul charges.

Note 1 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

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**ITEM 1002-2\***

**PICK-UP OR DELIVERY – SPECIAL REQUIREMENTS**

Any additional services performed by the Carrier or its agent in Mexico, such as but not limited those listed below, will be assessed additional charges as required to perform the service:

- Inside delivery with or without stairs
- Use of additional equipment
- Dedicated use of equipment
- Expedited shipments

Note UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**ITEM 1003-2\***

**SECURITY ESCORT SERVICES**

UPS Freight or its agent in Mexico, at their discretion, may require additional security escort services or dedicated secured equipment to ensure the secure delivery or pickup of shipments in Mexico. These charges are variable and will be assessed as required.

Note 1 UPS Freight reserves the right to assess the charges against the payor of the freight charges.

**END OF SECTION 2**