

# BEST OVERNITE EXPRESS

SCAC CODE BTVP DOT 589562

# RULES TARIFF No. 100

NAMING

CHARGES. RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,  
(Except Household Goods)

BETWEEN POINTS IN	AND POINTS IN
THE UNITED STATES and CANADA	THE UNITED STATES and CANADA

This Rules Tariff shall govern the carrier's Bill of Lading unless specifically overridden in a contract signed by the carrier.

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: January 1, 2008

EFFECTIVE: January 1, 2008

ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

**RULES TARIFF No. 100**  
**BEST OVERNITE EXPRESS, INC.**

**COPYRIGHT 2017, PITB**

All rights reserved. No part of this publication may be reproduced in any form or by electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the publisher. Copyright is NOT claimed on any materials secured from official United States Government sources.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

<b>BEST OVERNITE EXPRESS, INC.</b>	
<b>ISSUED: Feb. 15, 2017</b>	<b>Revision 3</b>
	<b>Correction No. 74</b>
	<b>EFFECTIVE: Feb. 15, 2017</b>
<b>SUBJECT</b>	<b>ITEM</b>
Abbreviations, Explanation of	Section 3, Last Page
Absorption of Port, Rail Head and Other Charges and Advancing Charges	350
Additional Documentation	330
Advancing Charges	340
Airports, Pickup or Delivery	753
Application of Rates – General	160
Application of Tariff	150
Bills of Lading (General)	360
Bills of Lading (Contract Terms and Conditions)	2100
Bill of Lading - Validating	363
Blind Shipment	365
Canceling Original and Revised Pages, Method of	382
Capacity Loads – Overflow as a Separate Shipment	390
CARB Compliance Fee	395
Classification of Combined Articles	422
Claims and Overcharges	407
C.O.D. (Collect on Delivery) Shipments	430
Colon, Explanation and Use of	450
Collection of Charges	435
Consignee Restrictions	453
Conventions / Exhibition Center	455
Credit Card Service Fee	456
Cross Dock Fee	457
Debris Removal	480
Custom Bond Shipments	460
Customer Rate Confidentiality	458
Customs Delays	500
Deadhead Mileage Charge	470
Definition of Terms	110
Discounts, Courtesy	512
Delivery at Destination Without Receipt	485
Detention – Demurrage – Delays to Equipment and Subsistence Charges	500
Detention Without Power Units	510
Dimensional Weight	990
Distribution Center Pickup and Delivery Surcharge	§ 513
Emergency Trip	515
Equipment – Ordered But Not Used	517
Equipment – Use of Mechanical or Special Equipment	520
Extra Labor	561
Ferry & General Delay	500
Forklift Service	563
Fractions, Disposition of	565
Fuel Surcharge	105
Governing Publications	100
Guaranteed Service	567
(Continued on next page)	
<b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>	
<b>ISSUED BY:</b> <b>Traffic Department</b> <b>406 Live Oak Ave.</b> <b>Irwindale, CA 91206</b>	

## BEST OVERNITE EXPRESS, INC.

ISSUED: Oct. 16, 2014	Revision 2	Correction No. 20	EFFECTIVE: Oct. 16, 2014
SUBJECT		ITEM	
Hazardous Materials Handling			568
Holidays, Legal			110
Impracticable Operation			570
Inside Delivery			571
International Border Crossings Under Distance Rates			572
Licenses – Temporary Highway			575
Liftgate Pickup or Delivery Service			590
Limitation of Liability			600
Lumper Charges			610
Marking, Tagging, Sorting or Freight Segregation			620
Mixed Shipments			642
Notification Prior to Delivery / Appointment			655
Over Dimension Freight			670
Payment of Freight Charges			720
Permits, Special			740
Pickup or Delivery - Airports			753
Pickup or Delivery – Limited Access			§ 755
Pickup or Delivery – Non Commercial			§ 756
Pickup or Delivery – Outside Normal Business Hours			§ 758
Pilot or Flag Car Service			760
POD – Proof of Delivery			784
Precedence of Rates			§ 130
Prohibited or Restricted Articles/▲Services			780
Protection from Heat or Cold, Protective Service			810
Redelivery, Return Shipments, and Storage			860
Reference Marks Used in Tariff, Explanation of			Section 3, Last Page
References to Other Publications, Items, Pages			870
Refused of Undelivered Freight			§ 875
Reweighting			880
Shipper's Load and Count – SL&C			884
Single Shipment Minimum			§ 888
Special Charges – Bridge and Ferry Charges, Tolls			890
Stopoffs, Split Pickups, Split Deliveries, Reconsignment and Diversion			900
Storage			905
Subsistence Charges, Driver Overnight			500
Summary Invoices			910
Unpaved Roads			500
Vehicles Furnished, But Not Used			985
Website Quotes			§ 988
Weights – Gross Weights Used			991
Weights – Minimum Lineal Foot Requirements			992
Weights in the Calculation of Pallet Rates			993
Zip Code Surcharges			§ 995

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: May 30, 2017**

**Revision 10**

**Correction No. 75**

**EFFECTIVE: May 30, 2017**

**CHECK SHEET**

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

PAGE	REV#	COR#	PAGE	REV#	COR#	PAGE	REV#	COR#	PAGE	REV#	COR#
Title	0	0	9	2	29	20	1	40	31	1	65
Index A	3	74	10	2	30	21	1	41	32	1	62
Index B	2	20	11	2	31	22	1	42	33	0	53
1	▲10	75	12	2	32	23	0	43	Last	0	0
2	3	67	13	2	33	24	0	44			
3	1	23	14	2	34	25	0	45			
4	1	24	15	3	73	26	0	46			
5	2	25	16	2	36	27	1	56			
6	2	26	17	2	37	28	▲3	76			
7	2	27	18	2	38	29	2	60			
8	2	28	19	1	39	30	3	71			

**GOVERNING PUBLICATIONS**

Except as otherwise provided, this Tariff is governed, by the following described Tariffs, supplements thereto and subsequent re-issues thereof.

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.

**NOTE:** If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

**ITEM 100**

TARIFF/SOFTWARE	ISSUING AGENT	STB DESIGNATION
Hazardous Materials	49 CFR	
Distance Table 8 Mileage Guide	CA PUC	Distance Table 8 "DT-8"
National Motor Freight Classification	National Motor Freight Traffic Association, Inc., Agent	STB NMF 100 Series
Perzip software	Worksright Software	—

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: May 16, 2016**

**Revision 3**

**Correction No. 67**

**EFFECTIVE: May 16, 2016**

**SECTION 1**

**RULES**

**ITEM**

**FUEL SURCHARGE**

**105**  
▲

The following table lists the fuel surcharge to be applied given the applicable West Coast On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below.	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$0.00 to \$ 2.75	17.0 %	21.0 %	\$ 3.65	26.0 %	30.0 %
\$ 2.80	17.5 %	21.5 %	\$ 3.70	26.5 %	30.5 %
\$ 2.85	18.0 %	22.0 %	\$ 3.75	27.0 %	31.0 %
\$ 2.90	18.5 %	22.5 %	\$ 3.80	27.5 %	31.5 %
\$ 2.95	19.0 %	23.0 %	\$ 3.85	28.0 %	32.0 %
\$ 3.00	19.5 %	23.5 %	\$ 3.90	28.5 %	32.5 %
\$ 3.05	20.0 %	24.0 %	\$ 3.95	29.0 %	33.0 %
\$ 3.10	20.5 %	24.5 %	\$ 4.00	29.5 %	33.5 %
\$ 3.15	21.0 %	25.0 %	\$ 4.05	30.0 %	34.0 %
\$ 3.20	21.5 %	25.5 %	\$ 4.10	30.5 %	34.5 %
\$ 3.25	22.0 %	26.0 %	\$ 4.15	31.0 %	35.0 %
\$ 3.30	22.5 %	26.5 %	\$ 4.20	31.5 %	35.5 %
\$ 3.35	23.0 %	27.0 %	\$ 4.25	32.0 %	36.0 %
\$ 3.40	23.5 %	27.5 %	\$ 4.30	32.5 %	36.5 %
\$ 3.45	24.0 %	28.0 %	\$ 4.35	33.0 %	37.0 %
\$ 3.50	24.5 %	28.5 %	\$ 4.40	33.5 %	37.5 %
\$ 3.55	25.0 %	29.0 %	\$ 4.45	34.0 %	38.0 %
\$ 3.60	25.5 %	29.5 %	\$ 4.50	34.5 %	38.5 %
			\$ 4.55 and over	Add 0.5% for each 5 cent increment	

The fuel surcharge may be higher than published. As conditions necessitate, Carrier reserves the right to assess an emergency fuel surcharge. In the event this surcharge is implemented, consignees and consignors will be advised by written notification, website, or as a separate item on the delivery receipt or invoice.

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:**  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 1**

**Correction No. 23**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**DEFINITIONS**

**110**

- (1) The term "Carrier", as used herein, means Best Overnight Express.
- (2) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (3) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (4) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (5) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (6) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (7) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (8) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (9) The term "Legal Holiday" as used herein is defined as:

📅 New Year's Day – Jan. 1

Thanksgiving Day – The 4<sup>th</sup> Thurs. in Nov.

Presidents' Day – The 3<sup>rd</sup> Mon. in Feb.

Day after Thanksgiving Day

Memorial Day – The last Mon. in May

Christmas Eve – Dec. 24

📅 Independence Day – July 4

📅 Christmas Day – Dec. 25

Labor Day – The 1<sup>st</sup> Mon. in Sept.

📅 When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

Accessorial services performed on holidays are at **150%** of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014      Revision 1      Correction No. 24      EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**PRECEDENCE OF RATES**

In the event of conflict of rates or discounts, the following provisions shall apply:

**§ 130**

- A: If the shipper and the consignee each have an established discount, the debtor's discount shall prevail, except as provided in Paragraph B of this Item.
- B: Bills of lading marked as collect will be rated per consignee published pricing. Should consignee have no pricing, shipper rates will be extended as a courtesy and funds collected at time of delivery. In those instances, shipper exceptions on accessorial charges or fuel surcharge will not be extended to the consignee.
- C: In the absence of specific provisions maintained for a Third Party, those provisions in effect for the shipper shall apply. The term "Third Party", as used herein, does NOT include a separate billing address or Bank Payment Plan for the shipper or consignee.
- D: Commodity rate items shall NOT be subject to discounts, except as may be specifically provided.
- E: Specific net rates (Commodity or Contract) shall take precedence over any Class Rates (Discounted or Not)
- F: Third party blanket tariffs published for customers apply only on shipments that involve the state of California as either the origin or the destination. When one customer has third party blanket pricing with both carriers involved on a joint/interline shipment, the origin carrier's tariff shall apply and the origin carrier shall be the party to carry the invoice.

**APPLICATION of TARIFF**

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.

**150**

**APPLICATION of RATES, GENERAL**

Except as otherwise specifically provided, rates referencing this Tariff:

**160**

- 1: Are named in cents per unit specified;
  - 2: Include one pickup and/or delivery for each shipment;
  - 3: Do NOT include loading into NOR unloading from carrier's equipment.;
  - 4: Are for truck and driver ONLY;
  - 5: Are named and payable in lawful money of the United States;
  - 6: Do NOT include the return of pallets or dunnage;
  - 7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
  - 8: Do NOT include traveling over unpaved roads;
  - 9: Are for shipments of ▲5 pallets or less and/or 10,000 lbs. or less, or utilization of less than 12 linear feet of trailer space.
  - 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)
  - §11: Published tariffs that are not used for a period of 90 days or more shall be cancelled at the carrier's discretion. Used is defined in this case as a shipment being tendered on prepaid terms.
- § Published transit times are not guaranteed; no discounts are offered for service failures.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**



**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 25**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**ADDITIONAL DOCUMENTATION**

**330  
\$**

Except as otherwise provided herein, carrier shall NOT furnish more than one original freight bill on its standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment; NOR more than one original and one copy of its statement on its standard form.

When a payer of transportation charges requires any of the following as a prerequisite to payment, a charge of **\$2.50** per each page of such documents or copies will be assessed (Subject to Notes 1 to 3):

- (1) The return of any part of bill of lading sets, or copies thereof, other than one shipper furnished copy.
- (2) Additional copies of freight bills or statements of transportation charges.
- (3) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges.
- (4) Any other forms or copies of forms to be submitted with freight bills or statements of charges.
- (5) Information not shown on the shipping order at time of shipment which is to be shown on freight bills or statements of charges.
- (6) Proofs of delivery furnished in any form.
- (7) Issuance of an Accessorial Service Document:  
An Accessorial service document shall be issued by the carrier to the consignor or consignee who requested or ordered the service for stacking, sorting, helpers for loading or unloading, vehicle detention or any other accessorial or incidental service when rendered by the carrier, but which is NOT authorized to be performed under the transportation rates named in this Tariff. The accessorial service document shall show the following information:
  - A: Name of carrier;
  - B: Date of issuance;
  - C: Name of consignor or consignee or their representative ordering or requesting this service, or for whom the services are rendered;
  - D: Bill of lading numbers or other identification of the shipments in connection with which the services are rendered;
  - E: Time for which equipment ordered, if any, and time of constructive and actual placement;
  - F: Address at which the accessorial services are performed;
  - G: Weight, in pounds, loaded or unloaded;
  - H: Time loading or unloading begun and completed;
  - I: Free Time allowable;
  - J: Time or weight on which the charges are based;
  - K: Rate and charges assessed;
  - L: Such other information as may be necessary for an accurate determination of the applicable rate and charge.

(continued on next page)

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 26**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**ADDITIONAL DOCUMENTATION, (Concluded)**

(8) Special Transportation, for the transportation of:  
Permit, Circuitous Routing, Escort Service, or Hazardous Materials Shipments.

**330  
§  
concl**

The following information, whenever available, shall be shown on all bills of lading, freight bills or accessorial service documents issued by the carrier in connection therewith and shall be in addition to the information otherwise required to be shown thereon:

- A: Permit identification of all permit shipments;
- B: Any circuitous routing required and the authority therefor;
- C: Any escort service furnished and the authority therefor;
- D: Any description of Dangerous Articles or Hazardous Materials must be in terms prescribed in the Hazardous Materials governing publication referenced in Item 100 – Governing Publications, including reference to labeling requirements. A further description, not inconsistent therewith, may be included.

NOTE 1: When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.

NOTE 2: The charges set forth in this Item will not apply to:

- (a) Bank Payment Plans when documentation is limited to:
  - (1) Deposit ticket(s) supplied by the bank;
  - (2) Supporting freight bills not in excess of the number set forth in this Item; OR
  - (3) The return of a copy of the bill of lading furnished by shipper.
- (b) Sight Draft Plans when documentation is limited to:
  - (1) Sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft;
  - (2) Supporting freight bill(s) and statement(s) of charges not in excess of number set forth in this Item; OR
  - (3) The return of a copy of the bill of lading furnished by shipper.

NOTE 3: The provisions set forth in this Item will NOT apply to shipments moving on United States Government bills of lading.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 27**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**ADVANCING CHARGES**

**340  
§**

- A: Except as otherwise specifically provided in Paragraph C of this Item, charges directly incidental to the transportation of freight accruing prior to the receipt of such shipment by the carrier may be advanced to connecting railways, warehouses, dray lines or motor truck lines. Parties to whom such charges are advanced must furnish satisfactory guarantee covering refund thereof in the event collection cannot be made at destination. The charge for advancing charges will be **\$45.00** per shipment.
- B: The carrier reserves the right to require payment of all charges advanced as well as its own transportation charges before delivery of the shipment and in case of inability to affect delivery by reason of non-payment of such charges, shipment will be subject to storage charges provided in Item 910.
- C: Customs duties, charges incidental to reconditioning of freight, the cost of the articles shipped or any part thereof, must NOT be advanced.

**ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES**

**350  
§**

The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. **When not addressed elsewhere** in this publication, **110%** of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:

- 1: Port or rail head charges;
- 2: Bridge, ferry, road, tunnel and turnpike tolls or charges
- 3: Transceiver "Fax" fees or electronic mail access fees.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 28**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**BILL of LADING, GENERAL**

▲  
**360**

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

Any party requesting a copy of a particular Bill of Lading will be assessed \$5.00.

§ Special BOL instructions that conflict with carrier rules tariff provisions shall be null and void in all cases.

§A shipper or paying party may not tender two bills of lading on a single day for the same consignee to avoid linear foot rating or volume shipment pricing. In these cases the two bills of lading will be mastered billed as one shipment and rated on carrier linear foot rule or per customer rate agreement as it pertains to linear foot should customer have an exception published to carrier default linear foot rule. If linear foot rating does not yield a higher freight charge, the total charges for billing the shipments individually will be used.

§A shipper or paying party may not tender two bills of lading on a single day for the same consignee and request master billing after freight tender in an effort to reduce overall freight charges. Master billing is offered with advanced notification and is charged according to carrier rules tariff for master billing services.

§Carrier will assess a surcharge of \$10.00 per Bill of Lading to be master billed.

§Bill of lading adjustments or errors on the part of the shipper or paying party which reduce the freight charges must be reported within 24 hours of freight tender for the correction/adjustment to be made for the standard fee of \$10.00 per bill of lading correction. After 24 hours, carrier has sole discretion to make any adjustments.

§Bills of lading marked as collect will be rated per consignee published pricing. Should consignee have no pricing, shipper rates will be extended as a courtesy and funds will be collected at the time of delivery. In such instances, shipper exceptions on accessorial charges or fuel surcharge will not be extended to the consignee.

§Bills of lading with no class or NMFC number represented will be billed using a default class of 150. If debtor has an FAK, then FAK for class 150 will apply. Adjustments to default class rating will be at Carrier's discretion if requested post delivery.

Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

<b>BEST OVERNITE EXPRESS, INC.</b>	
<b>ISSUED: Oct. 16, 2014</b>	<b>Revision 2</b>
<b>Correction No. 29</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>SECTION 1</b>	
<b>RULES</b>	<b>ITEM</b>
<b><u>BILLS OF LADING - VALIDATION OF FREIGHT BILLS</u></b>	
<p>When validation of a Freight Bill is required as a prerequisite for payment of the freight charges and the consignee fails to validate the Freight Bill at time of delivery, thus requiring the carrier to resubmit the Freight Bill for validation, a charge of <b>\$15.00</b> will be assessed for that service (Subject to Note 1).</p> <p>NOTE 1: The provisions of this item are not applicable on shipments moving on U.S. Government Bills of Lading.</p>	<b>363</b> <b>§</b>
<b><u>BLIND SHIPMENT</u></b>	
<p>A blind shipment occurs when a shipper and/or consignee desire to conceal their identity from one another. For such a shipment, carrier shall charge \$150.00 per shipment. Dynamic company name changes for a known shipper at one address also constitutes a blind shipment.</p>	<b>365</b> <b>§</b>
<b><u>CANCELING ORIGINAL and REVISED PAGES, METHOD of</u></b>	
<p>When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).</p> <p>Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.</p> <p>Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4<sup>th</sup> Revised Page 2" will have the effect of canceling 3<sup>rd</sup> Revised Page 2 and also 2<sup>nd</sup> Revised Page 2 as well as any earlier version of Page 2.</p> <p>EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.</p>	<b>382</b>
<b><u>CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT</u></b>	
<p>The minimum weight specified applies in connection with each vehicle used to transport the shipment.</p> <p>That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which cannot be loaded into said vehicle will be charged for as a separate shipment.</p>	<b>390</b>
<b><u>CARB (California Air Resources Board) COMPLIANCE FEE</u></b>	
<p>Effective January 1<sup>st</sup> 2015, a \$5.66 surcharge will be assessed on shipments originating or delivering in the state of California to recover costs incurred by carrier for mandated compliance with state clean air regulations. No customer shall be exempt from these charges regardless of previously published contract terms and conditions or any other pricing document. The surcharge will be assessed per bill of lading tendered. Multiple bills of lading, from one shipper tendered on the same date, will be charged per bill of lading.</p>	<b>395</b> <b>§</b>
<b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>	
<b>ISSUED BY:</b> <b>Traffic Department</b> <b>406 Live Oak Ave.</b> <b>Irwindale, CA 91206</b>	

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 30**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**CLAIMS and OVERCHARGES**

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and wholesale invoice or proof of the goods wholesale value and must be filed in writing with the carrier as follows:

**407**  
**▲**

1: Such claims must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.

§ Concealed damage claims must be reported within 48 hrs of delivery and will be paid at 1/3 the paying party's published release value or carrier's default release value. No concealed damage claims will be paid without notification within 48 hrs of delivery.

In no instance will a shipment's release value or claim be paid at a value higher than the NMFC published release value for the shipment's actual class or FAK class if FAK pricing is used.

2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.

3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.

4: Suits for overcharges shall be instituted against any carrier no later than **18 months** from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.

5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.

6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.

7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.

8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.

§9. Carrier does not allow customers to "offset" transportation charges for freight claims.

This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 31**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**CLASSIFICATION OF COMBINED ARTICLES**

**422  
§**

When not specifically classified in the NMFC, or specifically described in the carrier's Tariffs, articles which have been combined or attached to each other will be charged for at the rate provided for the highest rated article of the combination. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

When articles have been combined with or attached to vehicles, motor, or vehicles, other than self-propelled, they will be rated as combination articles, unless the combined article is specifically provided for in the NMFC or in the carrier's Tariffs.

**C.O.D. (Collect On Delivery) SHIPMENTS**

**430**

Collect on Delivery "COD" shipments will be accepted subject to a charge of **3.5% of the COD amount** collected, subject to a minimum charge of **\$25.00** per freight bill. Charges for collecting and remitting COD amounts will be assessed the party paying the freight charges.

Shipments must be tendered on "uniform Straight", "Straight Bill of Lading-Short Form", or "Straight" Bill of Lading forms as provided for in the Rules of the NMFC.

The letters "COD" must be stamped, typed, or written on all such bills of lading and shipping orders immediately before name of consignee; OR "COD" in red letters at least (1) inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all Bills of Lading and shipping orders. The amount to be collected must be clear and precise, contained only in COD section of the Bill of Lading, and in US dollars and cents, consisting of commas and decimal points.

Each package must be plainly marker, labeled, or tagged by consignor showing letters "COD", and the name and address of consignor and consignee.

Upon collection of COD, carrier shall remit amount directly to the consignor or person/company designated on the Bill of Lading within ten (10) business days AFTER delivery of the COD shipment to consignee.

Should the shipper fail to properly prepare the Bill of Lading as well as mark, label, and tag each package, all carrier liability ceases in the event a shipment is inadvertently delivered without collecting the COD amount or collecting incorrect form of the COD amount.

Cash only COD shipments must have prior authorization from carrier before shipment is tendered to carrier.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014      Revision 2      Correction No. 32      EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**COLLECTION & PAYMENT of CHARGES**

- 1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within **15 days** from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier's invoice.
- 2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of **\$20.00** per check so rejected.
- 3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied **ONLY** to the non-payment of original, separate, or independent freight bills and shall **NOT** apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.
- 6. Carrier reserves the right to rebill/erate short paid, unpaid, or delinquent bills at a 0% discount to any party listed on the Original Bill of Lading.
- §7. Any party named/present on a BOL can be held liable for freight charges on past due or unpaid billings
- §8. Carrier does not allow customers to "offset" transportation charges for freight claims.
- §9. Carrier reserves the right to implement shipment liens on customers with open unpaid past due balances or on customers coded by A/R department as being on a prepaid basis only. Prepaid in this item is defined as payment in advance of pick up or delivery being effected.

**435**

**COLON, EXPLANATION and USE of**

Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

**450**

**CONSIGNEE RESTRICTIONS**

A \$350 surcharge in addition to standard freight charges shall apply to Costco Distribution Centers that require exclusive vehicle use in order to accept delivery.

Shipments consigned to Amazon warehouses, Big Box retail Distribution Centers, Grocery warehouse Distribution Centers, grocery stores and Trader Joes are not accepted. In the event carrier inadvertently transports a shipment consigned to such an entity, 60% of freight bill charges will apply when freight is moved on line haul to delivery terminal. Charges will be voided if shipment is returned to shipper by carrier or made available for will call at origin terminal.

**453**  
**§**

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**



**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 33**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**CONVENTIONS / EXHIBITION CENTERS**

Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional delivery charge of **▲\$ 250.00 and an hourly fee of \$85.00 per hour**, or fraction thereof after one hour, from the first to the last minute of delivery. No free time is allowed.

**455**

**CREDIT CARD SERVICE FEE**

The carrier is pleased to accept small value payments by credit card for the convenience of the carrier and its customers' convenience. However, carrier believes large dollar value credit card payments confer significant financial benefit to the payer at a significant cost to carrier. In such cases carrier may charge 3% of the payment amount to recover some of these extra costs.

**456**  
**§**

**CROSS DOCK FEE**

When Carrier provides Cross Dock service, such service will be furnished at **\$2.50/cwt, subject to a Minimum Charge of \$45.00 and Maximum Charge of \$400.00**, for the account of the shipper or consignee.

**457**  
**▲**

**CUSTOMER RATE CONFIDENTIALITY**

All tariffs published by carrier to customers are considered confidential and the presence of any freight charge on delivery documentation does not void the confidentiality. Any customer found sharing pricing with another customer in an effort to reduce rates or fix prices will be subject to tariff cancellation or loss of discounts.

**458**  
**§**

**CUSTOMS BOND SHIPMENTS**

- 1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of **\$80.00** per shipment will be assessed.
- 2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.

**460**

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

## BEST OVERNITE EXPRESS, INC.

ISSUED: Oct. 16, 2014

Revision 2

Correction No. 34

EFFECTIVE: Oct. 16, 2014

## SECTION 1

## RULES

## ITEM

DEADHEAD MILEAGE CHARGE

When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at **\$2.50 per mile**. This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.

470  
▲

Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.

DEBRIS REMOVAL

When Carrier is required to remove non-palletized debris (such as appliances or boxes), from trailer, delivery location or shipment origination/destination, Carrier will charge **\$30.00** per item/package/box, subject to a Minimum Charge of **\$50.00**

480

DELIVERY at DESTINATION WITHOUT RECEIPT

When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.

485

DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS and SUBSISTENCE CHARGES1: **LOADING and UNLOADING**

At Carrier's discretion, rates referencing this Rules Tariff include thirty (30) minutes hours for loading or waiting to load and thirty (30) minutes for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded one (1) hour free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of **\$75.00 per hour or fraction thereof**.

2: **FERRY and GENERAL DELAY in TRANSIT**

Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of one (1) hour free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.

3: **UNPAVED ROADS**

This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.

4: **CUSTOMS DELAYS**

This same charge will apply on all delays in excess of one (1) hour when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.

5: **OVERNIGHT DRIVER SUBSISTENCE CHARGE**

When, for their sole convenience, the shipper or consignee requests that the carrier hold a driver and truck unit overnight for loading or unloading the following day at a location that precludes the driver's return to his terminal that evening, the party requesting said service will pay a driver subsistence charge in the amount of **\$250.00**.

500

DETENTION WITHOUT POWER UNITS

1: All charges incurred due to the detention of chassis containers will be billed against the shipment.

2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at **\$40.00 per trailer per day**.

510

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Feb. 15, 2017**

**Revision 3**

**Correction No. 73**

**EFFECTIVE: Feb. 15, 2017**

**SECTION 1**

**RULES**

**ITEM**

**DISCOUNTS, COURTESY**

**512**

Carrier will provide a courtesy discount of 40% on all rates and charges in this tariff to those consignors and consignees not covered by specific transportation or contractual agreements with Carrier, **subject to a Minimum Charge of \$150.00 on Interstate shipments and \$65.00 on CA Intrastate shipments.**

This discount will be subject to the following payment provisions:

In the event charges are not paid by the debtor within thirty (30) days after invoice date, the discount named herein will be reduced to 0%. In the event charges are not paid by the debtor within 60 days of the invoice date, 100% of the discount named herein will be cancelled, thereby leaving the full charges as indicated on the invoice to be due and payable.

**DISTRIBUTION CENTER PICKUP AND DELIVERY SURCHARGE**

**513  
\$**

Pickup and delivery at Distribution Centers or warehouses requiring additional services including Lumper service, Detention of Vehicle, Sort and Segregate, or having receiving hours outside Carrier's published normal business hours for pickup and delivery, or any combination of these services will be assessed a fee of \$400.00 per incident. Fee assessment at Carrier discretion.

**EMERGENCY TRIP**

**515**

When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall charge **\$4.25 per one-way mile** if such computation creates a greater charge than that otherwise provided.

Charge is for line haul ONLY, including driver, and does NOT include other services.

Loading, unloading, delays, dismantling, and other accessorial services shall be charged at **\$75.00 per hour**. Extra labor shall be charged for as provided in Item covering Extra Labor or Extra Drivers. Time shall be recorded to the nearest unit of 6 minutes (1/10 hour).

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper:

**"EMERGENCY TRIP AGREED TO BY: \_\_\_\_\_ SHIPPER"**

NOTE 2: Rates in this Item are subject to a **Minimum Charge of \$275.00.**

**EQUIPMENT – ORDERED BUT NOT USED**

**517**

In the event equipment is ordered for a specific shipment or job, requestor will be assessed **\$350.00** in addition to all other applicable charges.

**EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT**

**520**

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014      Revision 2      Correction No. 36      EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**EXTRA LABOR**

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.

**561**

At each location where extra labor is used, the charge therefor will be as follows:

<b>DAYS – HOURS</b>	<b>CHARGE PER MAN PER HOUR OR FRACTION THEREOF</b>	<b>MINIMUM CHARGE PER MAN</b>
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 60 00	\$150.00
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 85.00	\$150.00
Weekends & Legal Holidays (As defined in Item 110)	\$ 85.00	\$250.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

**FORKLIFT**

When, at the request of the shipper or the consignee, Carrier provides the use of a forklift truck, such equipment will be furnished at **\$45.00 per hour, subject to a Minimum Charge of \$45.00**, for the account of the shipper or consignee. If Carrier's personnel are required to operate such equipment, additional charges may be incurred.

**563**

**FRACTIONS, DISPOSITION OF**

- 1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.
- 2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.
- 3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.
- 4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:
  - A: Fractions of less than one-half (½) cent will be dropped.
  - B: Fractions of one-half (½) cent or greater will be increased to the next whole cent.

**565**

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

<b>BEST OVERNITE EXPRESS, INC.</b>	
<b>ISSUED: Oct. 16, 2014</b>	<b>Revision 2</b>
<b>Correction No. 37</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>SECTION 1</b>	
<b>RULES</b>	<b>ITEM</b>
<b><u>GUARANTEED SERVICES</u></b>	
<p>Carrier does not pay fees or penalties for late or missed appointment deliveries not tendered under a guaranteed agreement or basis and charged for a guaranteed service.</p> <p>Carrier does not publish a guaranteed delivery service policy, all guaranteed shipments are "spot quoted" and agreed upon prior to freight tender.</p>	<b>567</b> <b>§</b>
<b><u>HAZARDOUS MATERIALS HANDLING</u></b>	
<p>Carrier may add an additional 10% to the freight charge on shipments containing Hazardous Materials, subject to a <b>▲ \$35.00 Minimum Charge</b> per shipment.</p> <p>§ Carrier does not accept hazardous material shipments destined for the states of OR, WA, ID, TX, OK, LA, AR.</p>	<b>568</b>
<b><u>IMPRACTICABLE OPERATIONS</u></b>	
<p>Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.</p> <p>In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.</p> <p>Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.</p>	<b>570</b>
<b><u>INSIDE DELIVERY</u></b>	
<p>Carrier will assess an Inside Delivery Fee of <b>\$ 4.10 per cwt.</b>, subject to a <b>\$ 45.00 Minimum Charge</b> and a <b>\$ 300.00 Maximum Charge</b> per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door.</p> <p>For pickup or delivery made above or below the entry floor, add <b>\$45.00 per carry per floor</b>.</p>	<b>571</b> <b>▲</b>
<b><u>INTERNATIONAL BORDER CROSSINGS UNDER DISTANCE RATES</u></b>	
<p>On shipments moving exclusively under distance rates, an additional charge of <b>seven (7) cents per 100 pounds</b> will be added to rates for the movement of cargo across international borders, <b>subject to a Minimum Charge of \$75.00.</b></p>	<b>572</b> <b>▲</b>
<p><b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b></p>	
<p><b>ISSUED BY:</b>  <b>Traffic Department</b>  <b>406 Live Oak Ave.</b>  <b>Irwindale, CA 91206</b></p>	

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 2**

**Correction No. 38**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**LICENSES – TEMPORARY HIGHWAY**

When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.

**575**

**LIFTGATE PICK-UP OR DELIVERY**

When customer requests liftgate service, Carrier will charge **\$ 4.10 per cwt., subject to a \$ 45.00 Minimum Charge and \$ 300.00 Maximum Charge.** Liftgate service will not be provided on single handling units weighing more than 2200 lbs. and/or having dimensions greater than 48" x 80" x 80".

**590**



**LIMITATION of LIABILITY**

Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.

**600**



Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or \$1.00 per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of \$0.50 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$0.50 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$0.50 per pound. Carrier's maximum liability per occurrence shall not exceed \$5,000.00.

The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole. In case of loss or damage to a portion of a shipment the amount recoverable will be the released value multiplied by the gross weight of the article or package, but not more than the actual loss or damage.

▲ Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed \$0.50 per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.

Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.

Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

<b>BEST OVERNITE EXPRESS, INC.</b>	
<b>ISSUED: Oct. 16, 2014</b>	<b>Revision 1</b>
<b>Correction No. 39</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>SECTION 1</b>	
<b>RULES</b>	<b>ITEM</b>
<b><u>LUMPER CHARGES</u></b>	
Lumper charges are assessed as per the total charges on the lumper receipt and are in addition to all other applicable charges.	<b>610</b>
<b><u>MARKING, TAGGING, SORTING or SEGREGATING FREIGHT</u></b>	
Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of <b>\$.45 per carton or item or piece</b> (whichever is greater).	<b>620</b>
<b><u>MIXED SHIPMENTS</u></b>	
Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.	<b>642</b>
<b><u>NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT</u></b>	
When Carrier is requested to notify or make an appointment with consignee prior to delivery, or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of <b>\$ 11.75</b> per shipment will apply and be billed to the party responsible for the line haul charges on the bill.  Pick up service is provided with a minimum of 2 hours notification from the shipper's close time. Route driver availability varies by area and daily freight volume. Two hour minimum notification does not guarantee pick up service. While appointment pick ups are not guaranteed, carrier will schedule appointment and make the best effort to arrive within window provided. Any shipper with a close time prior to 1430 hours must be confirmed and arranged with the dispatch office at carrier's relevant service center regardless of lead time from notification.	<b>655</b>
<b><u>OVER DIMENSION FREIGHT</u></b>	
All Over Length or Over Width shipments are subject to spot quotes when using non-standard pallets.  Should no spot quote be obtained, over-length/dimensioned surcharges shall not be less than \$100 for items 8ft in length but less than 10ft, \$150 for items 10ft in length but less than 12ft, \$250 for items 12ft in length but less than 14ft, \$400 for any items 14ft in length or greater.	<b>670</b>
<b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>	
<b>ISSUED BY:</b> Traffic Department 406 Live Oak Ave. Irwindale, CA 91206	

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 1**

**Correction No. 40**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**PAYMENT of FREIGHT CHARGES**

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

**720**

See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.

**PERMITS, SPECIAL**

When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus **\$30.00** for the account of the shipper or consignee.

**740**

**PICKUP or DELIVERY at AIRPORTS**

Carrier shall charge an additional **\$50.00** for pickup or delivery service at an airport.

**753**

**PICKUP or DELIVERY – LIMITED ACCESS LOCATIONS**

Carrier shall charge an additional \$35.00 for pickup or delivery service at locations listed in this item. These charges are independent of any applicable detention charges that may also be incurred while performing a limited access delivery.

**755  
§**

Limited access locations are defined as: a school, correctional facility, military base or government facility, airport, state park, national park, mine site, fair, carnival, golf course, country club, hotel, casino, church, strip mall, shopping center, high rise office building, hospital, nursing home, medical office building (with or without dock), locations with secure entry to area(s) where delivery will be made, locations with restrictions on size or type of delivery equipment that can be accommodated (also applies when access to delivery area is restricted or unsafe due to parking lot congestion), locations with unpaved roads for entry, locations where deliveries are made in an alley or narrow corridor, truck terminal, farm, vineyard, or job site.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**



**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Revision 1**

**Correction No. 41**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**PICKUP or DELIVERY – NON COMMERCIAL**

**756  
\$**

For non-commercial Pickup or Delivery service, Carrier will charge **\$ 4.10 per cwt., subject to a \$ 100.00 Minimum Charge and \$ 300.00 Maximum Charge in addition to** other applicable charges.

Non-commercial pickup or delivery is defined at a delivery site with no dock located in a residential area or adjacent to residential housing. Apartments, mobile home parks and or trailer parks are considered non-commercial. Delivery made to a management office at any such place is also considered non-commercial. An entity operating a business out of a residential home is considered non-commercial.

All non commercial deliveries will be charged for liftgate where a forklift or dock is not present and the shipment weighs 100 lbs. or more. Any notation on the Bill of Lading stating that no liftgate is necessary will be null and void unless notation specifically states that a forklift is on site or that a dock is present. Only company employees will be allowed inside carrier trailing equipment. Consignees will not be allowed to break down their freight nor offload by hand in order to avoid paying for liftgate services.

Carrier does not provide inside delivery service to non-commercial consignees.

**PICKUP or DELIVERY OUTSIDE of NORMAL BUSINESS HOURS**

**758  
▲**

Carrier's normal business hours are 8:00 AM to 5:00 PM, Monday through Friday.

- 1: The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service outside of normal business hours, including service on Saturdays, Sundays, or Holidays.
- 2: Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays or Sundays at an additional **\$ 320.00** per pickup or delivery; Holiday pickup or delivery service shall be charged at **\$350.00** per pickup or delivery.
3. Carrier may perform pickup or delivery prior to 8:00 AM for an additional charge of **\$240.00**
- 4: Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.
- 5: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

NOTE: Specific longer stem routes may have restrictions that differ from carrier's published normal business hours.

**PILOT or FLAG CAR SERVICE**

**760**

When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) and will advance the **cost to the carrier for such service, plus \$15.00** for the account of the shipper or consignee.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014      Revision 1      Correction No. 42      EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**▲PROHIBITED or RESTRICTED ARTICLES/SERVICES**

Unless otherwise provided, the following property ▲or service will not be accepted for shipment:

- A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.
- B: ▲Explosives, gun safes, firearms, ammunition Hazardous Waste, Class A Poisons, and radioactive materials, as well as dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- C: Livestock and household pets will NOT be accepted for transportation.
- D: Any item which must be driven or rolled onto a trailer. In the even such an item gets loaded, it will be transported at a zero (0) released value, holding carrier blameless of all liability.
- §E: Single items or handling units weighing 5,000 lbs. or more will not be accepted.
- §F: Carrier does not provide protect from freeze service
- §G: Carrier reserves the right to refuse freight identified as more appropriate for flatbed transportation.
- §H: Service to TX, OK, LA and AR is available outbound from CA only (no return service).
- §I: Carrier does not provide pick up or delivery services to Container Freight Stations nor to marine ports. Carrier also does not provide pick up or delivery services to any locations that require delivery orders or special documentation in driver's possession.
- §J: Carrier does not provide courier services.
- §K: Carrier provides no services to over the water points

**780**  
**▲**

Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.

**PROOF of DELIVERY**

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of **\$5.00** per Proof of Delivery "POD" request.

**784**

**PROTECTION from HEAT or COLD**

Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.

**810**

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

<b>BEST OVERNITE EXPRESS, INC.</b>	
<b>ISSUED: Oct. 16, 2014</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>Original Page</b>	<b>Correction No. 43</b>
<b>SECTION 1</b>	
<b>RULES</b>	<b>ITEM</b>
<b><u>REDELIVERY, RETURN SHIPMENTS, and STORAGE</u></b>	
<p>1: Shipments which cannot be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.</p> <p>2: In the event that redelivery is subsequently accomplished, an additional charge of <b>\$75.00</b> will be assessed, except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.</p> <p>3: <b>24 hours</b> after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.</p> <p>4. Carrier reserves the right to charge <b>50%</b> of the original charges for a Redelivery, or rated from the delivery terminal to the ultimate destination. Application of redelivery charges are at the sole discretion of the Carrier.</p>	<b>860</b>
<b><u>REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.</u></b>	
<p>Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.</p> <p>When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.</p>	<b>870</b>
<b><u>REFUSED and UNDERLIVERED FREIGHT</u></b>	
<p>A charge of <b>\$35.00</b> will be assessed on refused shipments in addition to redelivery charges.</p> <p><b><u>UNDELIVERED FREIGHT:</u></b></p> <p>(1) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.</p> <p>(2) Undelivered shipments will be subject to applicable storage or detention charges.</p> <p>(3) On undelivered shipments, disposition instructions issued prior to tender of delivery, will NOT be accepted as authority to reship or return a shipment or to limit storage liability.</p>	<b>875</b> <b>§</b>
<b>For explanation of abbreviations and reference marks not explained on this page, see last page.</b>	
<p><b>ISSUED BY:</b>  <b>Traffic Department</b>  <b>406 Live Oak Ave.</b>  <b>Irwindale, CA 91206</b></p>	

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**      **Original Page**      **Correction No. 44**      **EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**REWEIGHING**

Rates referencing this Tariff do NOT include the cost of reweighing shipments. Such reweighing charges will be advanced by Carrier and listed as a separate item at **carrier cost plus \$15.00** on the freight bill.

**880**

**SHIPPER'S LOAD and COUNT – SL&C**

When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.

When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

**884**

**SINGLE SHIPMENT MINIMUM**

A single shipment picked up at one time and place unaccompanied by any other shipment from the same pickup site **and** rated at an Absolute Floor Minimum Charge will be subject to a single shipment pickup charge of **\$15.00** in addition to all other applicable charges.

**888**  
▲

**SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS**

Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at **carrier cost plus 10%** on the freight bill. (Also see Item 300 of this Rules Tariff)

**890**

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**

**Original Page**

**Correction No. 45**

**EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, DIVERSION, and RECONSIGNMENT:**

**900**

- 1: When confirmed in writing to the carrier, Prepaid shipments, NOT subject to COD collection, may be stopped in transit to complete loading or to partially unload, subject to 30 minutes of free time. Charges will be based on the rate on the greatest weight for any portion of the entire movement.
- 2: "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.
- 3: "Reconsignment" or "Diversion" meaning a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery will also be subject to the charges named herein.
- 4: Charges will be assessed on the basis of the through rate from point of origin to final destination. ▲Carrier shall charge a \$10.00 reversal fee if no delivery attempt has been made and if shipment has not moved on linehaul. If linehaul move has been made, rate is from current terminal location to final destination.  
  
"Excess Mileage" shall be defined as the mileage from point of origin to diversion point, plus the mileage from diversion point to final destination, minus the direct mileage from point of origin to final destination, computed using the carrier's "Mileage Guide" listed in Item 100 of this Rules Tariff.
- 5: When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500 of this Rules Tariff.

**STORAGE**

**905**

Carrier will store freight at **\$ 1.50 per cwt per 24 hrs.**, subject to a **Minimum Charge of \$ 45.00 per day.** Storage charges shall commence after 48 hours of free time.

**SUMMARY INVOICES**

**910**

At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.

**VEHICLES FURNISHED, BUT NOT USED**

**985**

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of **\$1.50 per mile**, subject to a **Minimum Charge of \$150.00.**

**WEBSITE QUOTES**

**988  
§**

Web quotes for shipments which 1) are eligible for linear foot rating and/or 2) violate lineal foot restrictions of a customer agreement will not be honored.

Web quotes are valid for a period of 48 hrs.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**      **Original Page**      **Correction No. 46**      **EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**DIMENSIONAL WEIGHT, COMPUTATION of**

Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are state to be assessed on the basis of **Cubic Dimensional Weight – CDW**, the cubic dimensional weight of a shipment will apply **ONLY** if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.

**990**

- A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part **ONLY** if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.
- B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:

$$\text{Length (in inches) X Width (in Inches) X Height (in inches) } \div 194 = \text{CDW}$$

**WEIGHTS – GROSS WEIGHTS USED**

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.

**991**

When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus **\$25.00**.

**WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS**

Rates referencing this Tariff are subject to a minimum weight of **714** pounds per lineal foot or fraction thereof of trailer space occupied.

**992**  
▲

The minimum weight used and the difference between the minimum calculated weight and bill of lading weight will be added as a deficit weight to the freight bill at the Bill of Lading class.

- Single Shipment are subject to Linear Foot rating when
  - 1) occupying 12ft of space or more (loaded safely for the freight and for transportation) in carrier equipment, and/or
  - 2) shipment weighs 10,000 lbs or more

Pallet rate customers are not exempt from linear foot rule. Linear foot rule for pallet rate customers shall be rated at double the published pallet rate when applicable.

**WEIGHT in the CALCULATION of PALLET RATES**

In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be 1500 pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit of fraction thereof.

**993**  
▲

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Dec. 2, 2014**

**Revision 1**

**Correction No. 56**

**EFFECTIVE: Dec. 2, 2014**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

**995**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**CALIFORNIA**

Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)
§ 91906	\$75	92272	\$75	92342	\$150
§ 91962	\$75	92273	\$25	92343	\$25
§ 91980	\$75	92274	\$75	92344	\$25
§ 91987	\$75	92275	\$75	92345	\$25
§ 92006	\$75	92280	\$75	92346	\$30
§ 92028	\$75	92281	\$75	92347	\$150
§ 92059	\$75	92283	\$75	92348	\$30
§ 92061	\$75	92284	\$30	92351	\$150
§ 92062	\$75	92285	\$30	92352	\$75
§ 92065	\$75	92286	\$30	92353	\$30
§ 92066	\$75	92290	\$30	92355	\$30
§ 92080	\$75	92301	\$25	92356	\$25
§ 92082	\$75	92302	\$150	92358	\$150
§ 92088	\$75	92304	\$150	92359	\$30
92220	\$25	92305	\$150	92361	\$150
92222	\$75	92306	\$30	92363	\$150
92223	\$25	92307	\$25	92364	\$150
92225	\$75	92308	\$25	92365	\$150
92226	\$75	92309	\$150	92366	\$150
92227	\$75	92310	\$30	92367	\$150
92230	\$25	92311	\$25	92368	\$150
92231	\$25	92312	\$25	92369	\$30
92232	\$25	92314	\$75	92371	\$25
92233	\$75	92315	\$75	92372	\$150
92239	\$75	92317	\$75	92378	\$75
92242	\$150	92320	\$30	92380	\$30
92243	\$25	92321	\$75	92381	\$30
92244	\$25	92322	\$75	92382	\$75
92249	\$30	92323	\$150	92384	\$150
92250	\$30	92325	\$75	92385	\$75
92251	\$75	92326	\$150	92386	\$75
92252	\$75	92327	\$150	92389	\$150
92254	\$75	92328	\$150	92391	\$150
92256	\$75	92329	\$150	92392	\$25
92257	\$75	92332	\$75	92393	\$25
92259	\$75	92333	\$75	92394	\$25
92266	\$75	92338	\$150	92395	\$30
92267	\$75	92339	\$150	92396	\$30
92268	\$150	92340	\$25	92397	\$150
92269	\$75	92341	\$150		

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: May 30, 2017**

**Revision 3**

**Correction No. 76**

**EFFECTIVE: May 30, 2017**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**995  
cont.**

**CALIFORNIA (continued)**

Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)
92398	\$30	95417	\$28	95462	\$28
92399	\$30	95418	\$28	95463	\$28
92536	\$150	95419	\$28	95464	\$28
92539	\$25	95420	\$28	95465	\$28
92543	\$25	95421	\$28	95466	\$28
92544	\$25	95422	\$28	95467	\$28
92545	\$25	95423	\$28	95468	\$28
92546	\$25	95424	\$28	95470	\$28
92548	\$30	95425	\$28	95471	\$28
92549	\$30	95426	\$28	95480	\$28
92561	\$150	95427	\$28	95481	\$28
92567	\$30	95428	\$28	95482	\$28
92569	\$30	95429	\$28	95485	\$28
92584	\$30	95430	\$28	95486	\$28
92585	\$30	95432	\$28	95487	\$28
92586	\$30	95435	\$28	95488	\$28
92587	\$30	95436	\$28	95489	\$28
92595	\$30	95437	\$28	95490	\$28
92596	\$30	95440	\$28	95493	\$28
93514	\$150	95441	\$28	95494	\$28
93515	\$150	95443	\$28	95495	\$28
93516	\$30	95444	\$28	95497	\$28
94020	\$75	95445	\$28	95501	\$28
94029	\$75	95446	\$28	95502	\$28
94060	\$75	95448	\$28	95503	\$28
94130	\$75	95449	\$28	95511	\$28
94508	\$28	95450	\$28	95514	\$28
94515	\$28	95451	\$28	95518	\$28
94940	\$28	95452	\$28	95519	\$28
94947	\$28	95453	\$28	95521	\$28
94950	\$28	95454	\$28	95523	\$28
94965	\$28	95455	\$28	95524	\$28
95410	\$28	95456	\$28	95525	\$28
95411	\$28	95457	\$28	95526	\$28
95412	\$28	95458	\$28	95527	\$28
95413	\$28	95459	\$28	95528	\$28
95414	\$28	95460	\$28	95530	\$28
§ 95415	\$28	95461	\$28	95531	\$28
95416	\$28				

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**



**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Jan. 6, 2015**

**Revision 2**

**Correction No. 60**

**EFFECTIVE: Jan. 6, 2015**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

**995  
cont.**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**CALIFORNIA (concluded)**

Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)
95532	\$28	95551	\$28	95570	\$28
95534	\$28	95552	\$28	95571	\$28
95536	\$28	95553	\$28	95573	\$28
95537	\$28	95554	\$28	95585	\$28
95538	\$28	95555	\$28	95587	\$28
95540	\$28	95559	\$28	95971	\$28
95542	\$28	95560	\$28	96103	\$28
95543	\$28	95562	\$28	96113	\$28
95545	\$28	95563	\$28	96114	\$28
95547	\$28	95564	\$28	96122	\$28
95548	\$28	95565	\$28	96127	\$28
95549	\$28	95567	\$28	96130	\$28
95550	\$28	95569	\$28	96137	\$28

**PACIFIC NORTHWEST**

83604	\$350	97910	\$220 / \$440	98295	\$18
83631	\$75	97911	\$222.40	98304	\$200
83637	\$100	97920	\$125	98361	\$200
83647	\$150	98022	\$200	98397	\$200
83650	\$75	§ 98056	\$125	98398	\$200
83666	\$75	98220	\$38	98526	\$125
83716	\$75	98236	\$18	98527	\$125
97817	\$150	98237	\$38	98535	\$125
97819	\$150	98239	\$18	98537	\$125
97820	\$150	98241	\$38	98539	\$125
97825	\$150	98244	\$18	98548	\$125
97834	\$125	98249	\$18	98552	\$125
97836	\$75	98251	\$18	98555	\$125
97839	\$75	98253	\$18	98562	\$125
§ 97845	\$150	98255	\$38	98566	\$125
97848	\$150	98256	\$38	98571	\$125
97864	\$150	98257	\$18	98572	\$125
97869	\$150	98260	\$18	98575	\$125
97870	\$125	98263	\$18	98587	\$125
97877	\$150	98266	\$38	98588	\$125
97884	\$75	98267	\$38	98590	\$125
97903	\$94	98276	\$18	98822	\$35
97904	\$298	98277	\$18	98844	\$35
97905	\$75	98278	\$18	98855	\$35
97906	\$92	98283	\$38		
97909	\$70.80	98288	\$73		

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Aug. 30, 2016**

**Revision 3**

**Correction No. 71**

**EFFECTIVE: Aug. 30, 2016**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**995**  
cont.

**▲ ARIZONA / NEVADA**

Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)
85290	\$37	86030	\$37	86444	\$65
85292	\$37	86031	\$37	86445	\$65
85320	\$37	86033	\$37	86502	\$37
85321	\$37	86034	\$37	86503	\$37
85325	\$37	86035	\$37	86504	\$37
85328	\$37	86036	\$37	86505	\$37
85332	\$37	86039	\$37	86506	\$37
85341	\$37	86039	\$37	86507	\$37
85342	\$37	86039	\$37	86508	\$37
85354	\$37	86040	\$37	86509	\$37
85357	\$37	86042	\$37	86510	\$37
85371	\$37	86043	\$37	86511	\$37
85530	\$37	86044	\$37	86512	\$37
85533	\$37	86046	\$37	86514	\$37
85535	\$37	86047	\$37	86515	\$37
85540	\$37	86052	\$37	86520	\$37
85601	\$65	86053	\$37	86535	\$37
85627	\$37	86320	\$37	86538	\$37
85632	\$37	86321	\$37	86540	\$37
85633	\$37	86331	\$125	86544	\$37
85634	\$105	86337	\$37	86545	\$37
85639	\$37	86338	\$37	§ 89301	\$150
85922	\$37	86411	\$37		
85932	\$37	86412	\$65		
85942	\$37	86431	\$65		
86020	\$37	86433	\$65		
86023	\$37	86434	\$65		
86028	\$37	86437	\$65		
86030	\$32	86441	\$65		

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Sept. 16, 2015**

**Revision 1**

**Correction No. 65**

**EFFECTIVE: Sept. 16, 2015**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

**995**  
▲  
cont.

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**UTAH**

Zip Code	City	Surcharge (US Dollars)	Zip Code	City	Surcharge (US Dollars)
	BIG WATER	\$105.00	84718	CANNONVILLE	\$105.00
	CANYON POINT	\$155.00	84719	BRIAN HEAD	\$105.00
	CLAWSON	\$155.00	84722	CENTRAL	\$30.00
	CLEAR CREEK	\$155.00	84723	CIRCLEVILLE	\$105.00
	EASTLAND	\$155.00	84725	ENTERPRISE	\$30.00
	MOORE	\$30.00	84726	ESCALANTE	\$105.00
	SCOFIELD	\$155.00	84729	GLENDALE	\$30.00
	UCOLO	\$155.00	84732	GREENWICH	\$105.00
84028	GARDEN CITY	\$105.00	84733	GUNLOCK	\$30.00
84038	LAKETOWN	\$105.00	84734	HANKSVILLE	\$105.00
84064	RANDOLPH	\$105.00	84735	HATCH	\$30.00
84083	WENDOVER	\$105.00	84736	HENRYVILLE	\$105.00
84086	WOODRUFF	\$105.00	84740	JUNCTION	\$105.00
84336	SNOWVILLE	\$105.00	84743	KINGSTOM	\$105.00
84511	BLANDING	\$155.00	84744	KOOSHARAM	\$105.00
84515	CISCO	\$155.00	84747	FREMONT	\$105.00
84518	CLEVELAND	\$30.00	84747	LOA	\$105.00
84520	EAST CARBON	\$30.00	84749	LYMANN	\$105.00
84521	ELMO	\$30.00	84751	MILFORD	\$30.00
84522	EMERY	\$30.00	84752	MINERSVILLE	\$30.00
84523	FARRON	\$30.00	84753	MODENA	\$105.00
84527	HIAWATHA	\$30.00	84755	MT. CARMEL	\$30.00
84529	KENILWORTH	\$155.00	84756	NEWCASTLE	\$30.00
84530	LA SAL	\$155.00	84758	ORDERVILLE	\$30.00
84533	LAKE POWELL	\$155.00	84762	DUCK CREEK	\$105.00
84533	TICABOO	\$155.00	84763	ROCKVILLE	\$30.00
84535	MONTECELLO	\$155.00	84767	SPRINGDALE	\$30.00
84710	ALTON	\$155.00	84773	GROVER	\$105.00
84712	ANTIMONY	\$105.00	84773	TEASDALE	\$105.00
84714	BERYL	\$30.00	84775	CAINVILLE	\$105.00
84715	BICKNELL	\$105.00	84775	TORREY	\$105.00
84716	BOULDER	\$105.00	84776	TROPIC	\$105.00
84717	BRYCE CANYON	\$105.00	84779	VIRGIN	\$30.00
84717	RUBYS INN	\$105.00	84781	PINE VALLEY	\$30.00

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:**  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206



**BEST OVERNITE EXPRESS, INC.**

**ISSUED: Oct. 16, 2014**      **Original Page**      **Correction No. 53**      **EFFECTIVE: Oct. 16, 2014**

**SECTION 1**

**RULES**

**ITEM**

**ZIP CODE SURCHARGES**

**995**  
**\$**  
**concl.**

In addition to all other applicable rates and accessorial charges involving with a shipment, shipments to or from points in the following table(s) will incur the Surcharge listed for each zip code. This item is subject to change at any time. These additional charges may be reflected on invoices as an agent fee, coastal surcharge or remote point surcharge or beyond charge. In some zip codes two fees are represented on the invoice with the total matching the surcharge reflected on the corresponding zip code.

**MID/SOUTH WESTERN STATES (concluded)**

Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)	Zip Code	Surcharge (US Dollars)
58781	\$25	58830	\$25	79718	\$12.90/cwt \$150 Minimum Charge
58782	\$25	58831	\$25	79734-35	
58783	\$25	58833	\$25	79754	
58784	\$25	58835	\$25	79770	
58785	\$25	58838	\$25	79780-81	
58787	\$25	58843	\$25	79785-86	
58788	\$25	58844	\$25	79830-32	
58789	\$25	58845	\$25	79834	
58790	\$25	58847	\$25	79842-43	
58792	\$25	58849	\$25	79845-48	
58793	\$25	58852	\$25	79850	
58794	\$25	58853	\$25	79852	
58795	\$25	58854	\$25	79854-55	
58801	\$25	58856	\$25	79758	

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:**  
**Traffic Department**  
**406 Live Oak Ave.**  
**Irwindale, CA 91206**

**BEST OVERNITE EXPRESS, INC.**

<b>ISSUED: Oct. 16, 2014</b>	<b>Original Page</b>	<b>Correction No. 54</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>SECTION 2</b>			<b>ITEM</b>
<b>BILLS of LADING</b>			<b>2100</b>

**BILL of LADING CONTRACT TERMS and CONDITIONS:**

**Sec. 1.** (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

**Sec. 2.** Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with **reasonable dispatch**. In the case of physical necessity, the carrier may forward a shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(b) Claims for loss or damage must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, **PROVIDED**, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

**Sec. 4.** (a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the **next business day** following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within **48 hours** of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within **10 days** of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

(Continued on next page)

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206

**BEST OVERNITE EXPRESS, INC.**

<b>ISSUED: Oct. 16, 2014</b>	<b>Original Page</b>	<b>Correction No. 55</b>	<b>EFFECTIVE: Oct. 16, 2014</b>
<b>SECTION 2</b>			<b>ITEM</b>
<b>BILLS of LADING</b>			<b>2100</b>

**BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded**

**Sec 5.** (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

**Sec. 6.** Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner’s risk and expense or destroyed without compensation.

**Sec. 7.** (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee’s liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier’s bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

**Sec. 8.** If the carrier’s bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper’s signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier’s bill of lading as fully as if the same were written on or made in connection with the carrier’s bill of lading.

**Sec. 9.** If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Goods by Sea Act” and any other pertinent laws applicable to water carriers.

**For explanation of abbreviations and reference marks not explained on this page, see last page.**

**ISSUED BY:  
Traffic Department  
406 Live Oak Ave.  
Irwindale, CA 91206**





**BEST OVERNITE EXPRESS, INC.**

ISSUED:

Original Page

Correction No. 0

EFFECTIVE:

**SECTION 3**

**EXPLANATION OF ABBREVIATIONS USED IN TARIFFS**

AKA ..... Also Known As	LBS. .... Pounds
Bbl(s) ..... Barrel(s)	LCL ..... Less Than Container Load
C. .... Hundred Pounds	LTL ..... Less Than Truck Load
CDW ... Cubic Dimensional Weight or Dimensional Weight	M. .... Thousand Pounds
Chg(s) ..... Charge(s)	MAX. .... Maximum
C.O.D. .... Collect on Delivery	MIN. .... Minimum
Conc. .... Concluded	NMFC ..... National Motor Freight Classification
Cont. .... Continued	NOI ..... Not Otherwise Indicated in This Tariff
CWT .. Cents per Hundred-Weight / Cents per 100 Pounds	NOS ..... Not Otherwise Specified in This Tariff
F.C.C.O.D. .... Freight Charges Collect on Delivery	POD ..... Proof of Delivery
FF ..... Folded Flat	REV. .... Revision
FPO ..... Fleet (Naval) Post Office	RS or L ..... Other Articles Rated Same or Lower
Gr. .... Group	SCAC ..... Standard Carrier Alpha Code
Incl. .... Inclusive	SL&C ..... Shipper's Load and Count
KD ..... Knocked Down	TL ..... Truckload
KDF ..... Knocked Down Flat	Viz. .... Namely
	Vol. .... Volume
	WT ..... Weight
	MIN. .... Minimum

**EXPLANATION OF REFERENCE MARKS USED IN TARIFFS**

◆ ..... Reduction	▲ ..... Denotes changes in wording which result in neither increases nor reductions in charges
◆ ..... Increase	● ..... No Increase
§ ..... Addition	■ ..... Page <b>without</b> substantive change.
<input checked="" type="checkbox"/> ..... Same <b>Issued Date</b> as Original Title Page	<input checked="" type="checkbox"/> ..... Same <b>Effective Date</b> as Original Title Page
< ..... Less Than	> ..... Greater Than
<= ..... Less Than or Equal to	>= ..... Greater Than or Equal to

ISSUED BY:  
 Traffic Department  
 406 Live Oak Ave.  
 Irwindale, CA 91206

**BEST OVERNITE EXPRESS, INC.**

ISSUED: Oct. 16, 2014

Original Page

Correction No. 56

EFFECTIVE: Oct. 16, 2014

**SUMMARY TABLE**

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
C.O.D. (Collect on Delivery)	3.5% of collection	\$ 25.00	430
Cross Dock Fee	\$ 2.50/cwt	\$ 45.00	457
Customs Bond Shipments	\$ 80.00 per shipment	\$ 80.00	460
Deadhead Mileage	\$ 2.50 per mile	Must see Item	470
Detention or Delay	\$ 75.00 / hour after free time	\$ 75.00	500
Detention Without Power Units	\$ 40.00 / trailer per day	\$ 40.00	510
Forklift	\$ 45.00 / hour	\$ 45.00	563
Hazardous Materials Charge	10 % surcharge to freight charge	\$ 35.00	568
Liftgate Pickup or Delivery	\$ 4.10 / CWT	\$45 MIN, \$ 300 MAX	590
Marking, Tagging, Sorting of Freight	\$ .45 / article		620
Notification Prior to Delivery	\$ 11.75 / shipment	\$ 11.75	655
Overnight Driver Subsistence Charge	\$ 250.00	\$ 250.00	500
Permits, Special	Cost plus \$ 30.00 per permit	Cost plus \$ 30.00	740
Pickup or Delivery - Airports	\$ 50.00 / pickup or delivery	\$ 50.00	753
Pickup or Delivery -Non Commercial	\$ 4.10 / CWT	\$ 100.00	756
Pilot or Flag Car Service	Cost plus \$ 15.00	Cost plus \$ 15.00	760
Proof of Delivery after 1 free POD / shipper / month	\$ 5.00 per POD	\$ 5.00	784
Redelivery, Return Shipments, and Storage	\$ 75.00 per Redelivery Attempt	Must see Item	860
Reweigh	Cost + \$ 15.00	Cost plus \$ 15.00	880
Single Shipment Minimum	\$ 15.00	\$ 15.00	888
Special Services	Cost + 10%	Must see Item	890

EXTRA LABOR DAYS - HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN	561
Monday - Friday, 8 AM to 5 PM	\$ 60.00	\$ 150.00	
Monday - Friday, 5 PM to 8 AM	\$ 85.00	\$ 150.00	
Weekends & Legal Holidays, (See Item 110)	\$ 85.00	\$ 250.00	

This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

ISSUED BY:  
 Traffic Department  
 406 Live Oak Ave.  
 Irwindale, CA 91206