

TARIFF UPGF 102-F

(cancels UPGF 102-E)

UPS FREIGHT

**P.O. BOX 1216
RICHMOND, VA 23218-1216**

MC# 109533

www.upsfreight.com

RULES AND CHARGES

EFFECTIVE: February 6, 2012

APPLIES ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE

(SEE ITEM 100)

**UPS FREIGHT
TARIFF UPGF 102-F**

CUMULATIVE LIST OF ITEMS IN UPGF 102-E AND SUPPLEMENTS

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

UPGF 102 -F ORIGINAL TARIFF EFFECTIVE : 01/01/2012

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ITEM 166-A	CARRIER LIABILITY
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B	2 ND REVISED
*	NEW ITEM
*c	CANCELED

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ITEM 1-B

**FUEL SURCHARGE
APPLICATION OF PERCENTAGE INCREASE**

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

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

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SECTION 1**

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

Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the DOE Diesel Fuel Price Index is at least 115 cents per gallon.

Note 2 The term "line haul charges" referred to herein applies to all charges other than accessorial charges.

Note 3 All shipments will be subject to a fuel surcharge based on a weekly fuel price report. The report shall be the DOE National Average Diesel Fuel Price, after 4:00 PM on Monday of each week. Said report may be received direct from the DOE by calling (202) 586-6966 each Monday afternoon. If Monday falls on a Holiday, the index for the next business day that is not a Holiday will be used to determine the applicable fuel surcharges. The DOE website is www.eia.gov. The surcharge for each week (Monday through Sunday) will be based on Monday's DOE price of the previous week.

Note 4 For each one cent (\$.01) increase over 500 cents in the DOE Diesel Fuel Price, the fuel surcharge will increase by an additional 0.1% on LTL, Volume or Truckload shipments. For each one cent (\$.01) decrease below 200 cents in the DOE Diesel Fuel Price, the fuel surcharge will decrease by 0.1% on LTL, Volume or Truckload shipments. When the DOE Diesel Fuel Price falls below 115 cents, the fuel surcharge will not apply.

Note 5 Urgent shipments (as defined in Item 822) moving "out-of-network" shall be subject to fuel surcharge in accordance with the amounts charged to Carrier by its agent, partner carrier, other mode of transportation, or sub-contractor, unless the fuel surcharge has been previously negotiated on Urgent "out-of-network" shipments between the parties in tariffs, contracts, or other agreed upon pricing provisions.

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

ITEM 100-A

GENERAL APPLICATION

1. This rules publication applies for UPS Ground Freight, Inc., d/b/a UPS Freight (identified herein as "Carrier" or "UPS Freight"). It explains Carrier's extended services as well as the rules and conditions of service that apply on shipments moving under other publications, pricing agreements, or in customer contracts which show this document as a governing publication. Where reference is made, in other publications, pricing agreements or contracts to Carrier's current rules or UPGF 102 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees. Where reference is made, in other publications, pricing agreements or contracts to OVNT 102 Series rules or MTRG 100 Series rules, this rules publication shall be used to determine all rules, fuel surcharges, accessorial charges and special service fees.
2. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. Carrier, in accordance with its obligations under the Title 49 USC, Section 13710, shall provide to the shipper, on request of the shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the shipper and Carrier is based. In addition, this publication appears on Carrier's internet site and may be accessed at any time, by any shipper without cost.
3. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. Carrier encourages its customers to review this publication as some items may be subject to limitations of liability, released values or other requirements that may relate directly to your shipment. (Therefore, all shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being protected for full value.)
4. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such contracts and / or tariffs, to the extent of their application, will apply.
5. Where a rule published in this tariff covers the same rule published in the National Motor Freight Classification, STB NMF 100 Series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in STB NMF 100 Series.
6. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the shipper has agreed to accept responsibility, additional charges for special services which exceed the normal pickup, line haul, and delivery service defined by item 750, shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, Carrier reserves the right to assess the charges against the payor of the freight charges.
7. Carrier will maintain records to verify the application of charges and will so document on any billing or invoicing to the responsible party.
8. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an item is suffixed with an alphabet letter, the letter A, cancels the original item not so suffixed, B cancels A, C cancels B. etc.
9. In the event Carrier receives no shipments rated under the provisions of any Individual Tariff Item or statement of agreed pricing, for a period of 120 days, the Item or statement of agreed pricing will be deemed obsolete and subject to cancellation.
10. All pricing agreements established by Carrier for its customers are subject to annual general rate increases, unless specifically stated otherwise in the pricing agreement.
11. Section 1 provides general application. Section 2 applies only on International commerce from or to points in Mexico. Rules, rates and charges shown in Section 2 take precedence over the same rules, rates and charges shown in Section 1 to the extent of the application.
12. Accessorial rates and charges shown in this tariff are not subject to discounts or reductions.
13. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities and may disclose information as specifically required by law or for payment and audit purposes.
14. In the event any Item or provision of an item in this tariff is determined to be invalid by a court or administrative agency order or ruling, or by enactment or amendment of law, such action shall not invalidate the entire tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid and the rights and obligations of shippers, Consignees, customers and Carrier shall be construed and enforced accordingly.
15. Except as otherwise provided in agreements referring to this tariff, no shipment will be accepted upon a partially PREPAID or partially COLLECT basis.
16. Shippers and Consignees may refer to UPGF 105 tariff for applicable offshore rates, rules and charges or call international Customer Service at (800) 333-7400. A copy of the UPGF 105 tariff is available upon request at no cost.
17. Except as otherwise provided or otherwise stated on the bill of lading and agreed to by Carrier, Carrier agrees to accept, transport and deliver such goods as a customer or shipper may tender with reasonable dispatch. Carrier is not otherwise bound to transport the goods by any particular schedule, by a particular route or in time for any particular event or in any other manner other than with reasonable dispatch.
18. NOTICES: All notices required between Carrier and customer or shipper shall be deemed to be properly served only if reduced to writing and sent by United States mail, certified, return receipt requested, postage prepaid, or by UPS Next Day Air®, fees prepaid, or by personal delivery. The date of any notice so sent will be deemed to be the date of receipt. If any notice mailed or sent by United States mail or by UPS Next Day Air® delivery service is properly addressed with appropriate charges prepaid but is returned because the intended recipient refuses delivery or can no longer be found at the current notice address, such notice shall be deemed effective notice and to be given on the date such delivery is refused or cannot be accomplished.

ITEM 101-A

APPLICATION OF RATES - DIRECT AND INDIRECT PRICING

Direct pricing applications established by UPS Freight in any Individual Tariff Item, Contract or statement of agreed pricing will apply between ALL points in the contiguous United States, and between ALL points in the contiguous United States on the one hand and ALL points in Canada on the other, when moving on Carrier's current base rates in effect on the date of shipment, subject to the following conditions: (See Note)

1. Base rates applicable to such pricing must be the current UPGF 500, 505, 525 or 560 series; and,
2. Shipment must be picked up by UPS Freight on a freight prepaid basis where the UPS Freight customer is the shipper payor or Third Party payor, or,
3. Shipment must be delivered by UPS Freight on a freight collect basis where the UPS Freight customer is the Consignee payor or Third Party payor.

Unless specifically provided in the pricing, where reference is made to indirect, joint-line, partner or interline pricing in any Individual Tariff Item, Contract or statement of agreed pricing, the pricing applies only on shipments originated by UPS Freight and will not apply on advance interline shipments.

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

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

ITEM 102*c

APPLICATION OF INDIRECT, JOINT-LINE, PARTNER OR INTERLINE PRICING

This Item has been deleted and merged into Item 101.

ITEM 105

APPLICATION OF RATES - SHIPPER PRICING

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

ITEM 115

GOVERNING PUBLICATIONS

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

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

ITEM 117

OFFSHORE FREIGHT CHARGES

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

ITEM 120-A

DEFINITIONS AND ABBREVIATIONS

Assembly is the consolidation of shipments into a larger unit of volume.

ATA-American Trucking Association

Bill-To Party is defined as a paying agent, audit bureau or other entity which routinely receives the freight bill invoice of the particular Consignor or Consignee.

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

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

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

Business Hours - Carrier's normal business hours are 8:00 AM to 5:00 PM

Carrier is UPS Ground Freight, Inc., dba UPS Freight formerly known as Overnite Transportation Company and its subsidiaries.

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

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

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

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

CWT – Hundred weight

Delivery References:

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

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

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

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

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

HGB – Household Goods Bureau

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

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

Less than Truckload (LTL) shipments are those shipments that have an actual or billed weight of less than 20,000 lbs. and do not exceed 28 linear feet of a trailer (see Note 2).

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

NMF – National Motor Freight Traffic Associations, Inc.

NMFC – National Motor Freight Classification

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

PCF – Per cubic foot (density measure)

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

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

Shipment is a lot of freight received from one shipper at one place at one time for one Consignee at one destination and covered by one bill of lading, whose weight includes all packaging, wrapping and pallets used in the shipment (see Notes 1 and 2).

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

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

Truckload (TL) shipments are those shipments that have actual or billed weights of 20,000 lbs. or more and/or exceed 28 linear feet of a trailer (see Notes 1 and 2).

Third Party is defined as a person or company designated as liable for payment of freight charges, but who is neither the Consignor nor the Consignee on a bill of lading for a shipment.

UPGF – UPS Ground Freight, Inc., d/b/a UPS Freight

Note 1 When two or more shipments are tendered to Carrier from the same place during one calendar day for delivery to one place and the aggregate is equal to or exceeds 20,000 lbs. or 28 linear feet of a vehicle, they will be consolidated and considered as one shipment.

Note 2 LTL shipments are subject to weight groups L5C through M10M. Truckload shipments are subject to weight groups of M20M or greater.

ITEM 125*c

ABBREVIATIONS

This item has been merged with Item 120.

ITEM 135*c

BUSINESS DAYS AND HOURS

This item has been merged with Item 120.

ITEM 140

COLLECTION OF CHARGES - CREDIT PERIOD

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

ITEM 141

FOREIGN TARIFFS

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

ITEM 145

APPLICATION OF RATES—NEW YORK CITY (Borough of Manhattan)

Discounts and NMFC class exceptions do not apply on shipments destined to the following Zip Codes:

10001 – 10099 10101 – 10292

Note 1 Except as otherwise restricted, customers will receive their applicable discount and NMFC class exception provisions on shipments destined to New York Zip Codes 10001 – 10099 and 10101 – 10292 when their shipments are rated from:

UPGF 500, 505, 525, 560 and 570 base rates effective May 1, 2006 and later, OVNT 560 and 525 base rates effective August 14, 2000 and later
MTRG 502 base rates effective June 23, 2003 and later

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

ITEM 146

APPLICATION OF RATES –FLORIDA ZIPS

Discounts and NMFC class exceptions do not apply on shipments originating from or destined to the following Zip Codes:

33001, 33036-037, 33040-045, 33050-052, and 33070

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

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ITEM 148

APPLICATION OF RATES - TRADE SHOW SHIPMENTS

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

- (a) The shipment will be rated at the otherwise applicable pricing, but at the class 125 rating and rate (See Note 1).
(If the base rate tariff or pricing does not contain a class 125 rating and rate, multiply the otherwise applicable rate or charge by 125%).
- (b) Each shipment will be subject to a trade show shipment charge of \$42.00 in addition to all other charges (See Notes 2 and 3).

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

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

Note 3 The trade show shipment charge when on shipments to or from zip codes 60601-60699 and 27260 shall be \$70.00.

ITEM 149-A

APPLICATION OF RATES – CANADIAN POINTS

SECTION 1 – INDIRECT POINTS

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

SECTION 2 – DIRECT POINTS

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

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

TABLE 149A – Applicable Postal Codes

Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code
A0K1A0	A	R0B0E0	F	T0G0W0	A	V0C1V0	A
A0K1C0 - A0K1J0	A	R0B0L0 - R0B0M0	C	T0G0X0	C	V0C1W0	F
A0K1L0	A	R0B0N0	F	T0G1B0	C	V0C1X0	A
A0K1N0	B	R0B0S0 - R0B0V0	C	T0G1C0 - T0G1G0	A	V0C1Y0	C
A0K1T0 - A0K1V0	B	R0B0W0	F	T0G1J0 - T0G1K0	C	V0C1Z0	F
A0K1W0 - A0K1Z0	A	R0B0Z0 - R0B1A0	C	T0G1X0	C	V0C2A0 - V0C2B0	C
A0K2B0 - A0K2X0	A	R0B1C0 - R0B1E0	C	T0G2A0 - T0G2B0	A	V0C2C0 - V0C2E0	A
A0K3B0	A	R0B1G0 - R0B1L0	F	T0G2G0	A	V0C2G0	C
A0K3K0 - A0K3L0	A	R0B1N0	F	T0G2K0 - T0H0R0	A	V0C2H0	A
A0K3N0	A	R0B1P0 - R0B1R0	C	T0H0S0	C	V0C2J0	C
A0K3P0	B	R0B1S0	A	T0H0T0 - T0H1M0	A	V0C2K0 - V0C2N0	A
A0K3Y0	B	R0B1W0 - R0B1Z0	F	T0H1N0	C	V0C2R0 - V0C2W0	C
A0K4A0	A	R0B2B0	C	T0H1P0	A	V0C2X0 - V0C2Z0	F
A0K4C0 - A0K4M0	A	R0B2C0 - R0B2G0	F	T0H1R0	F	V0J1A0	C
A0K4P0	A	R8N0A1 - R8N2B8	A	T0H1S0 - T0H1Y0	A	V0J1G0	C
A0K4S0 - A0K4V0	A	S0J0H0	F	T0H1Z0	C	V0J1K0	F
A0K4W0	B	S0J0W0	F	T0H2A0 - T0H2G0	A	V0J1P0	C
A0K5S0 - A0K5T0	A	S0J1L0	C	T0H2H0	C	V0J1T0 - V0J1W0	F
A0K5V0	B	S0J1W0	C	T0H2J0 - T0H2N0	A	V0J1X0 - V0J1Y5	C
A0K5Y0	B	S0J2B0	C	T0H2P0	C	V0J2A0	C
A0P1A0	D	S0J2L0	F	T0H2R0 - T0H2W0	A	V0J2C0	A
A0P1C0 - A0P1E0	B	S0J2P0 - S0J2R0	F	T0H2Y0	C	V0J2G0	A
A0P1G0 - A0P1J0	D	S0J2W0	F	T0H3A0 - T0H3W0	A	V0J2H0	F
A0P1K0 - A0P1M0	B	S0J3C0	F	T0H3X0	C	V0J2J0 - V0J2J3	C
A0P1N0	D	S0J3G0	C	T0H3Y0 - T0H3Z0	A	V0J2N0 - V0J2N7	C
A0P1P0 - A0R1B0	B	S0M0G0	C	T0H4A0	C	V0J2R0	C

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Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code	Postal Code Range	Rate Code
A2V0A1 - A2V2Z2	A	S0M0J0 - S0M0K0	C	T0H4C0 - T0H4E0	A	V0J2T0 - V0J2W0	F
G0G1A0 - G0G1G0	B	S0M0M0	C	T0H4G0	F	V0J3B0	F
G0G1M0 - G0G1T0	B	S0M0S0	C	T0P1B0	F	V0J3J0	C
G0G1W0	B	S0M1C0	C	T0P1C0 - T0P1J0	A	V0J3N0	A
G0G2E0 - G0G2G0	B	S0M1G0	C	T8S0A1 - T8S2A5	A	V0J3S0 - V0J3T0	C
G0G2P0 - G0G2R0	B	S0M2H0	C	T9H0A1 - T9K5A7	A	V0T1W0	C
G0G2T0	D	S0M2M0	C	V0C1B0 - V0C1C0	A	V0W1A0	F
G0G2W0	B	S0M3E0 - S0M3H0	C	V0C1E0 - V0C1G0	F	V1G0A1 - V1G0C9	B
G0G2Y0 - G0G2Z0	D	S0P0E0 - S0P0G0	C	V0C1H0 - V0C1K0	A	V1G1A1 - V1G5B6	B
J0Y2X0 - J0Y3B0	C	S0P0J0	F	V0C1L0	F	V1J0A1 - V1J0H9	B
J0Y3H0	C	T0G0C0	C	V0C1N0	A	V1J1A2 - V1J7J6	B
P0L2H0	F	T0G0K0	A	V0C1R0	C	V8C2G2 - V8C2G9	C
P0V1C0	C	T0G0M0	A	V0C1S0	A	X1A0A1 - X1A9Z9	E
P0V1W0	F	T0G0V0	C	V0C1T0	C	Y1A0A1 - Y1A9Z9	G
R0B0A0 - R0B0B0	F						

TABLE 149B – Rate Code Table

Rate Code	Minimum Charge	Charge per cwt	Maximum Charge
A	\$27.50	\$ 5.50	\$110.00
B	\$37.50	\$ 7.50	\$175.00
C	\$47.50	\$ 9.50	\$237.50
D	\$62.50	\$ 12.50	N/A
E	\$80.00	\$16.00	\$480.00
F	\$100.00	\$20.00	N/A
G	\$100.00	\$20.00	\$600.00

ITEM 166-B

CARRIER LIABILITY

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

SECTION 1 – GENERAL LIABILITY

- (a) Except as provided in (b) below, Carrier's liability for loss, damage, or destruction, to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or twenty five dollars (\$25.00) per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.
- (b) Carrier's liability for loss, damage, or destruction to commodities or articles subject to liability limitations on the bill of lading or as provided in the NMFC is limited to the (1) actual invoice value of the commodities or articles lost, damaged or destroyed; (2) limited liability provisions of the bill of lading; (3) applicable limited liability provisions of the NMFC; or, (4) twenty five dollars (\$25.00) per pound per package, whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid. (see Note 5)
- (c) In no event shall Carrier be liable to any party to the extent damages represent loss of profit, income, interest, attorney fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the shipper, Consignee or a third party. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing on the bill of lading the declared value of the property.

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

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

CLASS	*MAXIMUM LIABILITY	CLASS	*MAXIMUM LIABILITY
50	\$0.99	100	\$15.00
55	\$1.98	110	\$15.25
60	\$2.53	125	\$15.81
65	\$4.90	150	\$16.10
70	\$5.50	175	\$17.15
77.5	\$7.25	200	\$18.10
85	\$10.25	250 & up	\$20.00
92.5	\$12.25		

* Maximum liability per pound per package.

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

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

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

SECTION 4 - LIABILITY FOR SHIPMENTS PRICED BY HANDLING UNIT

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

SECTION 5 - LIABILITY FOR SPECIFIC COMMODITIES OR ARTICLES

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

COLUMN 1 COMMODITIES OR ARTICLES	COLUMN 2 AS DESCRIBED IN NMFC ITEMS AND SUB NUMBERS
Furnaces, house heating, hot air	26280
Heaters, water, NOI	26520
Cards or tickets, paper or plastic	40750 S1, *S2, **S3
Televisions	63321, 63325
Furniture Group	79000 - 82670
Furniture Parts Group	82750 - 83999
Air Coolers, Air Conditioners, or Heat Pumps	114125
Air Handlers, Refrigeration Evaporators	114126
Compressors, air; or Air Ends, NOI	118100

Note 1: Carrier's liability for loss, damage, or destruction to any shipment or part thereof, for the commodities or articles described in columns 1 and 2 above, is limited to the actual invoice value of the commodities or articles lost, damaged or destroyed, or \$2.00 per pound per package (*40750 S2 \$3.00 per pound per package and **40750 S3 \$4.00 per pound per package), whichever is less, unless Excess Declared Value Coverage is requested and the additional charges are paid.

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Note 2: Provisions Regarding Shipments of Televisions or Television Monitors:

- (a) When a shipment of new televisions is properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a separate Agreement for Shipping and Transporting Televisions ("Television Agreement"), and the shipment is lost or damaged, Carrier's liability shall be the lesser of the actual invoice price or \$25.00 per pound for any lost or damaged television shipped;
- (b) Carrier's liability for loss or damage to refurbished or used Televisions that are properly classified, marked, labeled, packaged and tendered in accordance with the terms and conditions of a Television Agreement shall be the lesser of the actual invoice price or \$5.00 per pound.
- (c) Where a shipment is not classified, marked, labeled or packaged correctly in accordance with the terms of a Television Agreement, and the shipment is lost or damaged, Carrier's liability shall be the lesser of the actual invoice price or \$3.00 per pound for any lost or damaged Television shipped.
- (d) Shipments of Televisions will be consigned to businesses and not private residences, and no single television or television monitor will be tendered for shipment. If a single unit is tendered to Carrier or if the television(s) is consigned to a private residence, Carrier liability for loss or damage shall be the lesser of the actual invoice price or \$1.00 per pound.

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

SECTION 7 – LIABILITY – CANADA

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

SECTION 8 – LIABILITY – VOLUME RATES AND SPOT QUOTES

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

SECTION 9 – LIABILITY – UPS FREIGHT LTL URGENT

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

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

SECTION 10 - LIABILITY FOR PROTECTIVE SERVICE SHIPMENTS (SEE ALSO ITEM 810)

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

SECTION 11 - LOSS OR DAMAGE CLAIM FILING

Carrier will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in Title 49 CFR, Part 370 and STB NMF 100 series, Items 3000100 through 300155. All claims for loss or damage to property transported by Carrier must be filed with Carrier within nine (9) months following delivery and in the case of non-delivery nine (9) months following the date the shipment would have delivered. Failure to do so shall forever bar recovery of the claim. Any action at law with respect to such claim must be instituted against Carrier within a period of two (2) years and one (1) day from the date of notice from Carrier that the claim or any part, or parts, thereof were disallowed.

SECTION 12 - OFFSETTING OF FREIGHT CHARGES

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

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

**CARRIER LIABILITY
NOTES**

- Note 1 Additional liability coverage above the maximum Carrier liability limits shown herein is available in accordance with Item 166-1 (not applicable with Section 8).
- Note 2 In no case shall Carrier's liability for new items exceed \$100,000.00 per shipment unless Excess Declared Value Coverage is requested and the additional charges are paid.
- Note 3 Shipments of commodities or articles that have an invoice value exceeding the maximum liability limits outlined above will be considered shipments of "extraordinary value," and will not be accepted except under the conditions and charges as provided in Item 166-1 "Excess Declared Value Coverage." Moreover, if inadvertently accepted, such shipments will be considered released at a value not to exceed the maximum liability limitations provided herein.
- Note 4 Where the term "per package" is used, it shall mean the smallest identifiable unit authorized by the provisions of the individual tariffs or classification item. In the event of partial loss, damage or destruction to a shipment, the shipper shall be entitled to a partial recovery based on the per pound per package liability limits of this Item. The amount of shipper's maximum recovery shall be determined by dividing the weight of the particular package or packages that were lost, damaged or destroyed by the weight of the entire shipment and then multiplying that ratio by Carrier's total maximum liability for the entire shipment. For example, assuming (1) the maximum liability for a particular shipment is \$25.00 per pound per package, (2) the entire shipment weighed 100 pounds, (3) the packages that were lost, damaged, or destroyed weighed a total of thirty pounds, and (4) the total invoice value of the packages was \$900.00 dollars, then shipper's total recovery would be \$750.00 dollars. If the weight of the individual package or packages that were lost, damaged or destroyed cannot be determined, then the average weight per package will be used to determine the shipper's total recovery.
- Note 5 Whenever the NMFC provides a released value rating for any commodity or article included in a shipment, such value shall be stated on the Shipping Order and bill of lading by the shipper or shipper's agent at time of shipment. Should shipper or shipper's agent fail to state the released value of such commodity or article at time of shipment or declares a value higher than the highest released value shown, the shipment will be subject to the lowest released value provided for such commodity or article in the NMFC. Excess Declared Value Coverage in item 166-1 is not applicable for commodities or articles subject to released value ratings in the STB NMF 100 Series and where the shipment moves at a release value rate.
- Note 6 Whenever a customer's pricing program provides rates or charges based on exception class rating level, on a freight of all kinds exception class or on a stated rate or charge per handling unit (whether or not the shipment is rated as a minimum charge, and the NMFC provides released or declared value ratings for such commodity or article, the lowest released value provided for such commodity or article will apply, regardless of any notation, absence of a released notation, or higher value declaration on the bill of lading to the contrary.
- Note 7 Where a commodity or article is subject to more than one liability limit shown herein, the lowest applicable liability limit shall apply.
- Note 8 Whenever the NMFC provides an actual value rating for any commodity or article included in a shipment, such value shall be stated on the Shipping Order and bill of lading by the shipper or shipper's agent at time of shipment. Carrier's liability shall not exceed the actual value shown on the Shipping Order and bill of lading, and shall be subject to the maximum Carrier liability limits otherwise shown in this item. Excess Declared Value Coverage in item 166-1 is not applicable for actual value commodities or articles.
- Note 9 Movement of property as part of a continuous movement that has been or will be transported by an "air carrier" is subject to a maximum liability of 50 cents per pound per package.
- Note 10 Carrier liability limits shown in this rule apply even when the shipment is rated at the minimum charge. Apply the liability limit otherwise applicable to the shipment for less-than-truckload or truckload shipments.
- Note 11 For shipments moving on shrink wrapped skids, and where the shrink wrap is "in-tact" on delivery, Carrier shall not be liable for individual pieces.
- Note 12 Carrier shall not be liable for loss, damage or for any delay to a shipment caused by an act of God, the public enemy, the authority of law, the inherent nature or vice of the goods (including but not limited to natural shrinkage), or resulting from an act or default of the shipper.
- Note 13 Shipper, Consignee, broker or owner of the goods shall, at its cost and expense, comply with all applicable federal, state, local and international laws, rules and regulations pertaining to its shipments, agrees to furnish all documents necessary to comply with such laws, and shall be responsible for all costs (including Carrier accessorial charges), liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance with any such laws, rules or regulations. Under no circumstances shall Carrier be liable for any failure to comply with any such provisions.
- Note 14 If loss or damage occurs to goods in transit during the loading, handling, stowage or carriage on an ocean vessel, or during the discharge of such goods from the ocean vessel, Carrier liability shall be limited to the actual value, the liability limits shown in Sections 1-8 of this item or \$500 per package, whichever is less.
- Note 15 Failure of the shipper to declare a commodity or article as "other than new" (including, but not limited to, failure to declare the commodity or article to be "used", "reconditioned", "refurbished", or "rebuilt") and/or failure to declare a commodity or article shipped as being part of an interplant move shall not alter the application of this item. Commodities or articles purchased through internet auctions will be deemed to be used unless claimant can prove otherwise.

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

ITEM 166-1

EXCESS DECLARED VALUE COVERAGE

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

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

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

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

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

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

- Note 1 Carrier excess declared value coverage is NOT insurance. A statement on the bill of lading to insure for a specific value or a statement of value without an express request for excess liability coverage will not increase Carrier's liability, and charges for excess liability coverage will not be assessed.
- Note 2 Excess declared value coverage requested in excess of the maximums allowed will not increase Carrier's liability above the stated maximums. In the event excess liability coverage is requested for an amount greater than the maximums provided, the maximum allowable excess liability coverage shall apply.
- Note 3 Excess liability coverage requested on the Canadian bill of lading will be 3% of the amount of excess liability requested stated in Canadian dollars.
- Note 4 Maximum excess coverage for Item 166 SECTION 3 is \$5.00 per pound per package, subject to a maximum of \$5,000.00 per shipment.
- Note 5 Excess liability coverage is not applicable on or available for Prohibited Articles (see Item 780), commodities or articles where the NMFC provides actual or released value ratings. Any request for excess value coverage on such articles is null and void, and acceptance of a shipment bearing a request for excess value coverage does not constitute a waiver of any provision of this tariff as to such shipment.

ITEM 170

MINIMUM PAYMENT AMOUNT FOR ALLOWANCE, DISCOUNT AND INCENTIVE CHECKS

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

Each period will stand on its own for payment computation purposes. Revenues or payments will not be accrued from one period to the next in order to meet the minimum payment requirement.

Should a participant fail to meet the \$50.00 minimum payment requirement for three consecutive periods the allowance, discount or incentive program will be rendered inapplicable and will be canceled.

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

ITEM 171

BUMPING CLAUSE - NON - APPLICATION

"Bumping may be performed under the provisions of Item 171, NMF 100 Series (NMFC) subject to the following :

1. "Bumping" provisions may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC.
2. Shipper may only "Bump" to the next lower (NMFC) class or rating. "Bumping" to an EXCEPTION or FREIGHT ALL KINDS (FAK) class or rating is not permitted.
3. When the provisions of this rule are utilized, shipper must declare intent to "Bump" at time of shipment and include all the following items on the original bill of lading :

Actual cube	Actual weight	Density group (sub) embracing the actual density
Declared density	Declared weight for billing	

ITEM 300

**ADVANCING OR PAYING CHARGES
(Exception to NMFC Item 300)**

1. Unless otherwise instructed by the shipper or Consignee, Carrier may advance charges for truck entry fees, pier handling fees or for accrued lawful charges of air or water carriers. Such advancements or payments together with the charges accruing under this item will be assessed to the party paying the freight charges.
2. The charge for this service will be 5% of the amount advanced or paid, subject to a minimum charge of \$65.00 per shipment.

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

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

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

ITEM 345-A

ARRIVAL NOTICE

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

UNDELIVERED FREIGHT

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

Carrier will follow the Uniform bill of lading terms and conditions for disposition of undelivered freight.

ITEM 360-A

APPLICATION OF CLASSES

(Exceptions to NMFC 100 Series items 170 and 421)

To insure the correct assessment of freight charges and to avoid infractions of federal and state laws, shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series). Appropriate abbreviated descriptions are permitted provided the NMFC item and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating (i.e. "Class 70") are not acceptable forms of abbreviation and shall not determine the proper classification rating applicable to such commodity. Packaging types are required for classification rating and must also be shown.

If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, the shipment will be assigned a rating, and rates will be assessed on the basis of the shipment density as calculated in Item 640. (See Note 1)

When not specifically classified or described in this tariff or in the governing publications (see Item 115), articles that have been combined or attached to each other will be charged at a rate of the highest rated article(s) of the combined unit. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

For commodities that are subject to different class ratings dependent upon the actual density or density group, shippers must show on the bills of lading and shipping orders the actual density or density group for the commodity shipped. If the actual density or density group is not shown and the shipment is inadvertently accepted, Carrier will assess its charges on the highest class provided for such commodity not to exceed a class 250 rating (see Notes 2).

Note 1 Upon submission of satisfactory "proof" of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class.

Note 2 "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof.

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

ITEM 361

BILL OF LADING, LETTER OF AUTHORITY AND FREIGHT BILL CORRECTIONS

1. Prior to delivery of a shipment, a request to change the payment terms (prepaid or collect) or to add or change a third party payor on a freight bill will be permitted upon receipt of a corrected bill of lading ("CBOL") or Letter of Authority ("LOA") with written instructions from the shipper. After a shipment has been delivered, a change in payment terms or payor will not be permitted unless written authorization is provided to Carrier by the party (shipper, Consignee or third party) assuming responsibility for payment. Carrier reserves the right to disallow a requested change after shipment delivery if the new payor has not been extended credit.
2. After payment has been received based on the original terms of the bill of lading, requests to change the party responsible for payment of the freight charges may not be allowed (Carrier's discretion). If a refund is permitted, no refund shall be made until payment has been received.
3. CBOL and/or LOA will not be accepted:
 - a) To change the released, declared or actual value of the commodity on the freight bill.
 - b) To change the weight, commodity, cubic feet or density after freight has delivered, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. "Proof" is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof.
 - c) To change a shipper name/address or a Consignee name/address after freight has delivered.
4. Any time Carrier must issue a freight bill correction (due to no fault of Carrier) to correct any invoice, freight bill or delivery receipt which was billed by Carrier in accordance with the original bill of lading, the correction fee shown below will apply. Requests for changes to commodity descriptions or shipment weights will be accepted only when satisfactory proof of actual shipment commodity or weight is provided to Carrier.

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

Correction Fees :

\$25.00 - Charge for changing the freight payment terms or payer as described in paragraph 1 PRIOR to Delivery of a shipment or to otherwise issue a freight bill correction as described in paragraph 4. This charge applies for each freight bill corrected.

\$34.00 - Charge for changing the freight payment terms or payer only, as described in paragraph 1 AFTER Delivery of a shipment. This charge applies for each freight bill corrected. The correction fee will be assessed against the shipper unless the payer authorizes the change and agrees to pay or guarantees the payment of the fee.

ITEM 362

WEIGHING AND INSPECTION OF PROPERTY

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

ITEM 363

BILLS OF LADING -- ORDER NOTIFY SHIPMENTS

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

ITEM 365

INSPECTION / RECLASSIFICATION

All shipments handled by Carrier are subject to inspection by Carrier or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading and the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary in Carrier's or governmental agency's discretion. However, Carrier is not obligated to perform any inspection and does not assert that acceptance of a shipment is proof of shipper's compliance with any such applicable provisions. By tendering the shipment to Carrier, shipper, Consignee, and any interested third party consent to such inspections and agree that Carrier will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that Carrier is negligent in performing the inspection.

1. When an inspection by Carrier results in an increase or decrease in the net freight charges by \$15.00 or more, a charge of \$22.00 per shipment shall be applied. This charge shall be the responsibility of the party responsible for the payment of the freight charges and shall be in addition to all other applicable charges.
2. The charge in this item will NOT apply if the Minimum Weight or Minimum Charge in any of the following rules is used to determine Final Charges :
 - a. Capacity Load Minimum Charge
 - b. Cubic Capacity and Density Minimum Charge
 - c. Extreme Length / Over Dimension Minimum Charge
3. The provisions of this item do NOT apply when the inspection of a shipment is to determine the Cube for rating offshore shipments destined to Alaska, Guam, Hawaii, Puerto Rico or the U.S. Virgin Islands.

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

ITEM 390-A

CAPACITY LOAD – MINIMUM CHARGE

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

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

The rates and/or charges shown below in Table 1 (Doubles Trailer), Table 2 (Vehicle) apply on Interstate and Intrastate shipments between points in the Continental United States and between points in the Continental United States and Canada.

Rates and/or charges in this item shall be determined as follows :

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

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

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

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

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

STATE/PROVINCE ZONE MATRIX

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

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

ITEM 390-A

TABLE 1 – DOUBLES TRAILER (See Note A)

**RATE (STATED IN CENTS) PER MILE
SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 883.00**

FROM ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	487	238	144	110	112	136	128	135	148	132	131	130	124	143	244
2	348	351	242	152	144	160	159	156	170	147	145	141	132	159	275
3	267	310	303	174	185	193	174	169	176	150	154	144	134	165	261
4	210	226	218	275	188	182	252	204	222	174	171	158	147	190	288
5	198	203	224	174	281	242	193	213	184	159	170	149	142	167	217
6	134	124	117	103	115	306	125	144	142	129	147	126	128	139	153
7	156	152	142	156	141	155	267	211	239	191	182	165	155	181	194
8	127	120	113	107	114	139	150	243	177	172	199	156	154	160	149
9	125	118	109	113	106	120	146	139	179	186	156	204	139	191	157
10	109	101	93	95	91	109	105	115	181	247	166	203	161	192	135
11	102	94	89	82	79	97	94	111	150	169	319	175	168	163	123
12	103	97	93	92	91	103	96	100	140	128	107	273	110	213	123
13	104	98	94	94	91	104	101	115	158	206	218	218	358	183	124
14	122	117	111	112	109	121	122	124	147	141	130	208	130	N/A	N/A
15	234	224	190	195	152	159	176	160	179	151	146	142	134	N/A	N/A

TABLE 2 – VEHICLE

**RATE (STATED IN CENTS) PER MILE
SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 1,386.00**

FROM ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE	TO ZONE
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	785	382	230	183	189	247	229	247	275	248	246	246	235	267	429
2	604	584	394	253	247	293	285	286	316	277	274	268	251	297	489
3	477	531	502	293	312	351	311	310	327	281	291	273	253	308	469
4	384	403	383	460	330	336	447	373	411	324	322	298	277	356	518
5	364	363	388	301	467	437	345	389	342	298	320	283	269	313	396
6	244	220	198	175	182	505	222	260	263	240	274	237	241	260	277
7	285	270	247	255	242	283	449	376	433	352	337	309	289	337	348
8	233	214	197	178	189	250	253	413	322	317	364	293	284	299	270
9	228	209	191	188	179	218	247	248	323	331	285	371	253	350	284
10	202	183	167	166	160	200	180	202	321	422	293	416	274	354	247
11	187	168	159	142	135	175	162	189	270	299	531	321	284	303	226
12	193	180	171	165	166	192	171	180	243	214	188	466	182	381	228
13	194	182	173	171	165	193	182	207	288	364	382	399	590	338	231
14	227	214	201	200	197	224	219	226	264	251	235	370	231	N/A	N/A
15	410	386	327	331	265	290	314	293	330	279	273	266	251	N/A	N/A

Note A **“Vehicle”** – The term vehicle as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers, the combined length of the trailers must not exceed 60 feet measured along the center longitudinal line of each trailer floor. **“Doubles Trailer”** – The term doubles trailer as used in this item means a trailer of 29 feet or less in length.

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

ITEM 420

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

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

ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

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

SECTION 1: Shipment Tendered to Carrier

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

Collect on Delivery \$_____ and remit to: shipper Name, Street, City, State, zip
COD charge to be paid by: shipper () Consignee ()

Changes Initiated by Shipper:

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

Limitations of COD Shipments accepted by Carrier:

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

SECTION 2: COD Fee

1. The charge for collecting and remitting each COD bill will be 6% of the COD amount, subject to a minimum charge of \$90.00 per shipment. This charge includes notification service prior to delivery. The maximum fee for a COD shipment is \$5,400.00.
2. The COD fee will be collected at the time such shipments are delivered to the Consignee unless prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading or shipping order.
3. Collection or remitting charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the shipper.

SECTION 3: Collection of COD Amounts

1. COD Amounts due upon delivery and not prepaid by the shipper will be collected from the Consignee. Collection fees and charges for freight or other lawful charges due Carrier shall be paid to Carrier and must not be included in the payment instrument made payable to the shipper.
2. If shipper fails to specify an acceptable form of payment on the bill of lading, Carrier may accept ANY form of payment including personal and company checks. Even when the shipper specifies a particular form of payment, Carrier is specifically authorized to accept cash, official bank check (by any term used by the institution), money order or similar instrument issued by or on behalf of the Consignee.
3. Where shipper requests "certified funds," Carrier will accept cashier check, certified check or money order. Cash will be accepted up to a maximum of \$250.00.
4. Notwithstanding the foregoing, Carrier shall have no liability whatsoever for failure to collect the specified form of payment.
5. All checks in payment of COD packages must be made payable to the shipper or shipper's designee. In the event Carrier inadvertently accepts a check made payable to Carrier in payment of a COD package, Carrier is authorized to either obtain a replacement check from the Consignee made payable to the shipper or shipper's designee, or to endorse the check to the shipper, without recourse against Carrier.

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

ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

6. All checks (including cashier's, certified, business and personal) and money orders are accepted at shipper's sole risk; including, but not limited to the risk of non-payment, fraud, misrepresentation, forgery and counterfeiting; and Carrier shall not be liable upon any such instrument. Endorsing or depositing of the payment instrument by the shipper or payee signifies acceptance of the payment instrument and ends Carrier's liability. Carrier shall not be liable for the collection of the COD amount whenever either of the following conditions apply:
- 1) the shipper fails to mark the bill of lading, shipping order and packages in compliance with Section 1 of this item; or
 - 2) Carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for the same within 30 days of the shipment's delivery.

SECTION 4: Remittance of COD Amounts

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

ITEM 435

COLLECTION OF CHARGES – THIRD PARTY

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

ITEM 440

COLLECTION OF CHARGES - RETURNED CHECK FEE

Upon receipt of written notification that a check has been returned to Carrier for non-payment due to insufficient funds, a fee of \$68.00 (plus any bank fees borne by Carrier) for each returned check will be applied against the customer's account. Customer may be placed on a "cash only" basis if not cleared to the satisfaction of Carrier.

ITEM 465

CARRIERS, CONTAINERS, PALLETS, SKIDS

When shipments are tendered to Carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, they constitute an integral part of the shipment, are to be charged at the rate applicable for the commodity they carry, and are to be delivered to and received for by the Consignee(s) named on the bill of lading covering the loaded movement.

Application for mixed shipments will be governed by STB NMF 100 Series item 640, except Sec. 3(b) (3) shall read, The weight of pallets, platforms, racks, skids, unitizing materials or packaging devices as required by Paragraph 3(b) (5) must be shown on the shipping order and the bill of lading and will be charged at the lowest class applicable to any article or articles in the shipment.

Unless written agreements have been made with the shipper, any request or provision noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices, forms or packages will not be binding upon Carrier to accomplish or comply with such request or provision to complete the contract of carriage on the shipment.

ITEM 466

APPLICATION OF RATES - PALLETS

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

- (a) Divide the total shipment weight by the stated maximum weight per pallet
- (b) Round all fractions up to the next whole number
- (c) Use this number so calculated to determine the number of pallets to be charged for at the stated rate per pallet

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

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

ITEM 470-A

MAXIMUM CHARGES (See Notes 1 & 4)

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

EXCLUSIVE USE (See Notes 1 through 6)

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

Note 1 "Vehicle" – The term vehicle as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. "Doubles Trailer" – The term doubles trailer as used in this item means a trailer of 29 feet or less in length. Carrier is not obligated to provide exclusive use services under the provisions of this item where the operation of doubles trailers, in tandem, drawn by a single power unit, is prohibited by law.

Note 2 When the bill of lading and/or shipping instructions prohibit the breaking of lock(s) or the co-loading of additional freight, such instructions shall be considered as a written request for exclusive use service and the shipment will be handled under of this Item. In the event a lock or seal has been inadvertently removed from a vehicle, or doubles trailer, Carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying paper with the new seal number and appropriate reasons why it was applied.

Note 3 When the request for exclusive use of vehicle or doubles trailer is made by the Consignor or Consignee after the shipment has been picked up, Carrier will, if possible, intercept the shipment and convert it to exclusive use service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. This written verification will be preserved by Carrier and considered part of the bill of lading contract. Charges will be assessed as provided below between the point of origin and point of destination.

Note 4 Shipments moving under the provisions of this item will be considered Volume or Truckload and shall not be subject to allowances, discounts or reductions. Rates and charges offered by Carrier under a spot quote will take precedence over the charges included in this item.

Note 5 Stop off for partial loading or partial unloading will not be permitted on exclusive use of shipment.

Note 6 All charges are to be paid or guaranteed by the party requesting the service and the Section 7 non-recourse stipulation on the bill of lading may not be executed. If Carrier inadvertently accepts a shipment with the Section 7 signed it shall be deemed null and void.

CHARGES

Maximum shipment Rates and/or charges shown below are stated in cents per mile per (**Doubles Trailer**) or (**Vehicle**) used and shall be the Maximum amount Carrier will charge for linehaul and exclusive use services.

Maximum shipment Rates and/or charges shown below for (Doubles Trailer) and (Vehicle) apply on Interstate and Intrastate shipments between points in the Continental United States and between points in the Continental United States and Canada.

Rates and/or Charges in this item shall be determined as follows :

- a. First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff STB – HGB 105 Series (US/US) or STB - HGB 100 (US/CN) Mileage Guides.
- b. Using the State Zone Matrix, determine the Zone number for both the Origin State and the Destination State.
- c. Refer to the applicable Table 1 (for Doubles Trailer) or Table 2 (for Van).
- d. Apply the mileage between origin and destination to either Table 1 or Table 2 to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.

Rates and/or charges are stated in cents per mile per Doubles Trailer or Vehicle used.

STATE/PROVINCE ZONE MATRIX

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

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

ITEM 470-A

MAXIMUM CHARGE

TABLE 1 – DOUBLES TRAILER

**RATE (STATED IN CENTS) PER MILE
SUBJECT TO A MINIMUM CHARGE PER DOUBLES TRAILER OF \$ 1,266.00**

From Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	660	323	195	150	151	184	174	183	201	180	177	176	168	194	332
2	472	476	328	206	195	217	216	211	230	200	197	192	180	216	373
3	363	421	412	236	252	261	236	230	239	203	210	195	181	224	355
4	285	307	296	373	256	247	343	277	302	236	233	215	200	259	391
5	269	275	304	236	381	328	262	290	249	216	231	203	193	227	295
6	182	169	159	140	156	415	170	195	193	175	199	170	174	189	208
7	212	206	192	212	192	210	362	287	325	260	246	223	210	246	263
8	173	162	153	145	155	188	203	330	241	234	270	212	208	218	202
9	169	160	147	153	140	163	198	189	243	252	212	277	189	259	213
10	148	137	126	129	124	148	143	156	246	335	226	312	219	261	183
11	138	127	120	112	107	131	128	151	203	230	433	237	228	222	167
12	140	132	126	125	124	140	130	136	190	174	146	371	150	289	167
13	141	133	127	128	123	141	137	156	214	280	296	296	486	248	169
14	166	159	150	152	148	164	166	169	199	191	176	282	176	N/A	N/A
15	318	304	258	265	207	216	239	217	243	205	198	193	182	N/A	N/A

TABLE 2 – VAN

**RATE (STATED IN CENTS) PER MILE
SUBJECT TO A MINIMUM CHARGE PER VEHICLE OF \$ 1,567.00**

From Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone	To Zone
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	1065	518	312	248	256	335	310	335	373	337	334	334	319	362	582
2	819	792	535	344	335	397	386	389	429	375	372	364	341	404	663
3	648	721	681	398	423	476	422	421	444	381	395	370	343	418	636
4	522	547	519	625	447	456	607	506	558	439	437	405	376	483	703
5	493	493	527	408	634	594	469	527	464	404	435	384	365	425	537
6	331	298	268	238	246	686	301	352	357	326	372	321	327	353	377
7	387	367	336	346	328	384	609	511	588	478	458	419	392	458	472
8	316	291	268	242	256	339	343	560	437	430	494	398	385	406	366
9	309	284	259	255	243	296	335	336	438	450	387	503	343	475	385
10	274	249	226	225	217	272	244	274	435	572	398	565	372	481	336
11	253	228	215	193	184	238	219	257	366	406	721	436	385	411	307
12	261	244	232	225	225	261	233	244	329	291	255	632	248	517	310
13	264	248	234	232	224	262	247	280	391	494	519	541	801	459	314
14	307	290	273	271	267	304	298	307	359	341	319	502	313	N/A	N/A
15	556	523	443	449	360	393	426	397	447	379	370	361	341	N/A	N/A

**UPS FREIGHT
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SECTION 1**

ITEM 475

COLLECTION OF CHARGES - CURRENCY EXCHANGE RATE

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

ITEM 480

CUSTOMS - IN BOND FREIGHT

1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of:
 \$3.95 per cwt.,
 \$85.00 minimum charge per shipment,
 \$369.00 maximum charge per shipment
Such charges will be in addition to all other applicable charges. On shipments requiring the use or more than one trailer, each trailer will be considered as a separate shipment for the purpose of applying the provisions of this rule.
 2. Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is delivered by the same service center as the service center performing the U.S. Customs clearance as provided in Carrier's Service Guide. These shipments will be rated from point of origin to point of final destination.
 3. Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond. Shipments moving under United States Customs Bond will not be allowed stop off, split pickup or split delivery privileges.
 4. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
 5. Each I.T. Permit (Immediate Transportation Permit) issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply on TL shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
 6. Shipments tendered in a trailer sealed by or at the instructions of the shipper or as required by U.S. Customs, will be subject to the provisions of item 470 section 2.
 7. Shipments moving from the United States under a tir carnet issued by the originating carrier are subject to a charge of \$170.00 which will be in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).
 8. When Carrier is required to pickup shipping documents or U.S. Customs Release Forms from a forwarder or broker for validation prior to pickup of a shipment, a charge of \$55.00 per shipment will apply, subject to a maximum charge of \$279.00 for each pickup of such shipping documents or U.S. Customs Release Forms.
 9. When necessary for Carrier to purchase and apply "high security red in-bond seal(s)" for shipments moving under United States Customs Bond a charge of \$65.00 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the high security red in bond seal(s).
 10. Shipments moving under United States Customs Bond will not be allowed stop off, split pickup, or split delivery privileges.
- Note This rule will not apply on export, import, coastwise or intra-coastal shipments in trailers and/or containers not owned by Carrier, received from or delivered to water carriers and transported thereon.

ITEM 485

CUSTOMS - SUFFERANCE WAREHOUSE FEES

1. All shipments destined to Canada that fail to clear Customs at the border and must be held in a Customs Bonded Warehouse or Sufferance Warehouse until cleared by Customs will be assessed a charge of \$44.00.
2. Sufferance warehouses are privately operated facilities licensed by the Canada Customs and Revenue Agency for short-term storage (up to 40 days) and inspection prior to release from customs. Sufferance warehouse operators charge user fees for storage and handling. Freight stored at Sufferance warehouses after 40 days will be transferred by Carrier, at shipper expense, for safekeeping. Freight not cleared for export after an additional 30 days will be forfeited to the Canadian federal government for disposal and additional cost may be incurred.

ITEM 486

BORDER PROCESSING FEE

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

\$26.00 per shipment

ITEM 487-A

CUSTOMS - INSPECTION DELAY

On cross-border shipments between Canada and the United States where Customs performs a physical inspection of a shipment, through no fault of Carrier, and such inspection delays Carrier, a charge of \$124.00 per shipment inspected, in addition to the charge to Carrier for the off load inspection, will apply. The party responsible for the line haul freight charges shall also be responsible for the charges in this item. If Customs requires that more than one shipment on a vehicle be unloaded, the total charges for the Customs inspection will be prorated equally among the shipments required to be unloaded and inspected by Customs.

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

ITEM 500

DETENTION OF VEHICLE - WITH POWER

1. When Carrier's vehicle(s) are delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, Detention charges shall begin upon expiration of the applicable free time allowed, and will end when the vehicle(s) are loaded or unloaded and is available for movement.
2. When the loading or unloading is delayed beyond the free time shown below, a charge of \$44.50 per vehicle for each 15 minutes or fraction thereof shall be made for the time consumed for the delay subject to a minimum charge of \$79.00
 - a. Free time for loading or unloading shall be determined as follows:

<u>When actual weight is</u>	<u>Free Time will be</u>
Less than 1,000 lbs	15 Minutes
1,000 but less than 2,500 lbs	30 Minutes
2,501 but less than 5,000 lbs	60 Minutes
5,001 but less than 7,500 lbs	90 Minutes
7,501 but less than 10,000 lbs	120 Minutes
10,001 but less than 20,000 lbs	180 Minutes
More than 20,000 lbs	240 Minutes
 - b. When at least 90% of the shipment weight is on pallets, free time shall be reduced by 50%.
 - c. When multiple shipments are received from one Consignor or delivered to one Consignee at one time in one vehicle free time shall be computed on the aggregate weight received or delivered.
3. Computation of free time shall begin upon notification by the driver to the responsible representative of the Consignor/Consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.
4. Unless the Consignor/Consignee stamps or marks the delivery receipt with time of arrival and departure, Carrier's records shall be used to determine free time.
5. When through no fault of Carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day the Consignor/Consignee may use one of the following options:
 - a. Consignor/Consignee may request that the vehicle without power remain at its premises. However, free time shall cease immediately at the time request is made and detention charges for vehicle without power shall apply.
 - b. Consignor/Consignee may request that the vehicle with power be returned to Carrier's premises. At that time, computation of any remaining free time shall cease. That portion of the shipment in Carrier's possession shall be subject to storage charges. When the vehicle is returned to the premises of the Consignor/Consignee computation of any remaining free time shall resume. That portion of a shipment that is redelivered shall be subject to redelivery charges.
6. The amounts due Carrier under the provisions of this item shall be assessed against the Consignor in the case of loading, and against the Consignee in the case of unloading, irrespective of whether the line haul charges are prepaid or collect.

ITEM 501

DETENTION OF VEHICLE - WITHOUT POWER

1. Subject to the availability of equipment, Carrier will spot empty or loaded vehicle(s) for loading or unloading on the premises of Consignor, Consignee, or on other premises designated by them, or as close thereto as conditions will permit.
2. Loading or unloading will be performed by Consignor, Consignee or other party designated by them. When Carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power (see item 500) will apply. In the case of spotting for loading the bill of lading must show " Shipper Load and Count "
3. Vehicle(s) spotted for loading or unloading will be allowed 24 consecutive hours of free time for loading or unloading.
4. Free time shall begin when Carrier notifies Consignor / Consignee that the vehicle(s) is available for loading or unloading.
5. After the expiration of free time as provided above, charges for detaining vehicle(s) shall be assessed as follows :

\$121.00 per vehicle for each 24 hour period or fraction thereof, excluding non-business days (see item 135).
6. Consignor, Consignee or other party designated by them shall notify Carrier when loading or unloading has been completed and the vehicle(s) is available for pickup. The vehicle will be deemed to be spotted and detention charges will accrue until such time as Carrier receives notification.
7. Nothing in this item shall require Carrier to pickup or deliver spotted vehicle(s) at hours other than Carrier's normal business hours. This shall not be construed as a restriction on Carrier's ability to pickup or deliver spotted vehicle(s) at hours other than normal business hours.
8. Detention charges due Carrier will be assessed against the Consignor in the case of spotting for loading and against the Consignee in the case of spotting for unloading irrespective of whether freight charges are prepaid or collect.
9. Carrier responsibility for safeguarding shipments shall begin when Carrier takes possession of the vehicle(s) loaded by Consignor, and will end when Carrier spots vehicle(s) for unloading by Consignee, as the case may be.
10. When a spotted vehicle is changed to a vehicle with power at the request of Consignor, Consignee, or other party designated by them, the free time and detention charges will be applied as follows :
 - a. If the change is requested and made before the expiration of free time for a spotted vehicle, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - b. If the change is requested and made after the expiration of free time for a spotted vehicle, free time and detention charges will be computed on the basis of a spotted vehicle up to the time the change was requested. In addition, thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

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

ITEM 510

DISTANCES - EXCEPTIONS TO METHOD OF DETERMINING IN MILEAGE

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

ITEM 555

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

1. A part of a shipment held out by the United States Government authorities at port of import for appraisalment or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot billing.
2. Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in Item 750.
3. If such part lot shipment is brought to Carrier's dock by another carrier, the actual cost of such movement, if paid by Carrier, will be added to the freight bill. If such part lot shipment is picked up by Carrier, a charge of \$4.31 per 100 pounds, subject to a minimum charge of \$25.00 per shipment, will be assessed and such charge will be in addition to the linehaul charge.

ITEM 556

PICKUP AND DELIVERY - PORT

1. Shipments picked up at or delivered to U.S. Ports will be subject to an additional pickup or delivery charge of \$9.36 per 100 pounds, subject to a minimum charge of \$95.00 per shipment.
2. When it becomes necessary for Carrier, at its sole option to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, a charge of \$203.00 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.
3. When Carrier is requested to pick up and LTL shipment at a port location and dispatches a vehicle for that purpose and, due to no fault or negligence on the Carrier's part, pickup cannot be completed or the shipment is not available for pickup, a charge of \$126.00 will be assessed against the party requesting the pickup or the payor of the freight charges.

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

ITEM 560

EXTRA LABOR

1. When Consignor or Consignee requests extra labor be furnished for loading, unloading, blocking or bracing, and labor is available, the following charges shall apply : (See Note)

\$108.50 per man per hour or a fraction thereof, subject to a minimum charge of \$286.00 per man per day.
2. The charges provided for in this item shall be in addition to all other freight charges and shall be assessed against the party requesting the service.
3. Time will be computed by Carrier from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.

Note: The provisions of this item are not applicable on Saturdays, Sundays, Holidays or Non-Business Hours, (See Item 754).

ITEM 562

FRACTIONS

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

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

ITEM 565

HAZARDOUS MATERIALS

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

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

Per Shipment Charge: \$30.50 (See notes 1 through 8)

- Note 1 In addition to the per shipment charge, if Carrier must move shipment over a circuitous route due to local, state, or federal highway restrictions, Carrier will prepare a designated route plan over the most practical and approved route for movement of such commodities. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the mileage over the normal route of movement, all distance in excess of 115% will be charged for at the rate of \$6.40 per mile.
- Note 2 If Carrier must purchase special permits for transportation movement, Carrier will purchase such permits and collect the purchase price plus a service fee of \$20.00 for each permit purchased.
- Note 3 Any fines or penalties imposed on Carrier as a result of shipper's failure to meet regulatory requirements will be charged back to shipper.
- Note 4 The per shipment charge accruing under this item will be collected from the party responsible for payment of the line haul freight charges.

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- Note 5 Nothing in this rule shall obligate Carrier to handle any commodity not packaged properly for transportation or from transporting shipments beyond the scope of Carrier's operating certificates. Neither shipments of hazardous waste (defined by CFR 49 section 171.3) nor shipments of radioactive materials (except in limited quantities of class 7 materials described under section CFR 49 sections 173.422 and 173.424) will be accepted for transportation.
- Note 6 Carrier guaranteed service programs are not applicable in connection with shipments of hazardous materials unless specifically pre-approved by Carrier before shipment.
- Note 7 Any bill of lading notation limiting full access to a vehicle or any delays caused by a regulatory agency (or any party to the transportation), will be subject to exclusive use of vehicle and/or storage charges found in items 470 and 910 herein.
- Note 8 If the shipment is refused by the Consignee or, for any other reason not the fault of Carrier, cannot be delivered to the Consignee, Carrier will provide notice to the shipper that the freight is undelivered and subject to storage charges (see item 910). If, within 10 days of such notice, shipper does not provide written disposition instructions to Carrier, Carrier, at its sole discretion, shall be entitled, but not obligated, to dispose of the shipment. Shipper shall be responsible for all disposal costs and for all storage charges up to the time of disposal or other disposition of the shipment.

ITEM 566

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

1. When requested by shipper or Consignee and operating conditions permit, Carrier may move shipments or portions of shipments from or to positions beyond the immediate adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service).
2. Service under this item will be provided to floors above or below the level accessible to Carrier's vehicle when elevator or escalator service is available and labor, when necessary to operate it, is provided without cost to Carrier. If elevator or escalator service is not available, the charges shown below labeled as (stairs) apply.
3. Except as provided below, service under this item will be assessed a charge of \$8.83 per 100 pounds (stairs, \$10.47 per 100 pounds), subject to a minimum charge of \$92.50 (stairs, \$108.50) and a maximum charge of \$934.00 (stairs, no maximum) per shipment. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.
4. When this service is performed at New York zips 10001-10099 and 10101-10292, a charge of \$21.73 per 100 pounds (stairs, \$26.43 per 100 pounds), subject to a minimum charge of \$111.00 (stairs, \$131.50) and a maximum charge of \$1,007.50 (stairs, no maximum) per shipment will apply. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.
5. The charges provided in this item, will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

Note: When inside pickup or delivery service is requested on an Urgent shipment (as defined in Item 822); it shall be subject to a charge of \$198.00 per shipment.

ITEM 570

IMPRACTICAL OPERATIONS

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

1. The conditions of roads, streets, driveways, alleys or approaches thereto
2. Inadequate loading or unloading facilities
3. Riots, acts of God, the public enemy, the authority of the law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property
4. Ferryboat

ITEM 575

**MINIMUM CHARGE
CUBIC CAPACITY AND DENSITY**

1. The provisions of this item will apply to any shipment, or portion thereof, which is 750 cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.
2. The provisions of this item are not applicable in connection with:
 - (a) Rates determined by any unit measure other than by weight;
 - (b) Capacity Load Minimum Charge;
 - (c) Exclusive Use of Vehicle or Maximum Charges;
 - (d) Truckload or Volume rates and Charges Per Vehicle or Trailer used; or
 - (e) Where the otherwise applicable charge is greater than the calculation in this item.
3. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of eight (8) feet [(nine (9) feet when a bulkhead has been constructed in a Carrier vehicle by the shipper)] shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:
 - (a) The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc);
 - (b) Packaging or lack of packaging used;
 - (c) Palletization in "pyramided", "rounded off", or "topped off" fashion;
 - (d) Specific instructions by the shipper or by notation on the bill of lading; or
 - (e) Packaged units bearing instructions that the freight is not to be top loaded or double stacked.
4. The minimum charge under this item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as shown in (a) or (b) below:

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- (a) Multiply the calculated weight by the applicable class 150 rate from the customer's base rates less any applicable discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customer's pricing.
 - (b) Where the customer's pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate from the most current UPGF 560 Series or UPGF 525 Series class rate tariff less a 50% discount.
- 5. For the purpose of applying this rule and charge, when two or more shipments are tendered to Carrier by the same Consignor, from the same place during one calendar day for delivery to the same Consignee at one place, and where remittance will be paid by the same payor, they will be considered one shipment.
 - 6. The provisions of the National Motor Freight Classification NMF 100 Series, Item 171 (Bumping Clause) will not apply in connection with the application of this item.
 - 7. Any overflow portion of a truckload shipment which is charged for as a separate shipment will be subject to the provisions of this item.

ITEM 578

PICK-UP OR DELIVERY - SHIPPER LOAD AND COUNT

Shipper Load & Count ("SL&C") shipments are subject to the following terms and conditions:

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

ITEM 579

PICK-UP OR DELIVERY - CONSIGNEE UNLOAD OR DROP TRAILER

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

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

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ITEM 580

MARKING OR LABELING FREIGHT – LTL

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

When the Consignor / Consignee requests, or when required to conform to NMFC item 580, governing publications or this Tariff, to change, alter or add marks, tags, label or stencils on any package or piece of freight, MARKING OR LABELING charges will apply as follows : (see Note 1)

\$4.24 per package or piece of freight, subject to a minimum charge of \$58.00 per shipment

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

ITEM 582*

GROCERY WAREHOUSE SERVICES

1. In the event Carrier is required to perform or complete additional services as a condition of the delivery to a grocery warehouse, the payor of the freight charges shall be charged for the cost incurred by Carrier, whether the bill of lading indicates the freight charges are prepaid or collect. Additional services required to be provided or resulting from these services, may include, but are not limited to, such services as Inside Delivery (see Item 566), Sort and Segregating (see Item 751) Detention with Power (see item 500), among others.
2. Where the grocery warehouse requires the use of a service provider for specific unloading services, Carrier will be reimbursed by the payor of the freight charges for the cost of the required service charged by the provider, any resulting cost for delay incurred for detention or delivery completed after normal business hours, plus a processing fee of \$25.00 per shipment.

ITEM 595

MAXIMUM CHARGES

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

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

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

ITEM 596

MAXIMUM WEIGHTS - TL OR VOL

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

ITEM 610

MINIMUM CHARGE – ABSOLUTE

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

\$129.50 - Direct shipments between points in the Continental United States

\$156.50 - Direct shipments between points in the Continental United States and Canada

Note Linehaul freight charges are determined by multiplying the applicable rate of each article by the actual weight of each article. Total linehaul freight charges cannot be less than the applicable linehaul minimum charge. The minimum charge is the published linehaul minimum charge (less any applicable discount) subject to the above absolute minimum charge per shipment.

ITEM 615

HOUSEHOLD GOODS OR PERSONAL EFFECTS

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

1. The shipment is picked up and delivered entirely within Carrier's network.
2. A HHG mover or broker is the requester of and debtor for the transportation services requested. A HHG mover or broker is a commercial business that is properly licensed, certified, and insured per applicable city, county, state, federal, and any other applicable law or regulation.
3. Pickup and Delivery service must occur at an HHG facility or at a military installation
4. The freight is tendered in Carrier approved containers or otherwise secured in trailer by HHG.
5. The bill of lading must state that the articles are released to a value not to exceed 10 cents per lb. The Consignee name and address on the bill of lading must match the Consignee name and address on the container. Each bill of lading must show HHG or broker as the third party payor of the freight charges.
6. Carrier agrees to transport such merchandise as HHG or broker may tender to Carrier, excluding any prohibited items described in Item 780. The parties agree that Carrier shall have no liability whatsoever for any Prohibited Items and that HHG or broker shall fully indemnify and hold harmless Carrier for any claims that may arise against Carrier with respect to such Prohibited Items.
7. All claims for loss, damage or delay must be filed with Carrier by HHG or broker. All claims by HHG's or broker's customer for loss, damage or delay must be filed against HHG or broker and any claim filed direct with Carrier by HHG's or broker's customer will be declined.
8. The minimum charge for an LTL shipment of household goods or personal effects as described in NMFC Items 100200 through 100292 will be for 500 pounds at the applicable rate, but not less than the minimum charge published between the origin and destination in which the shipment is moving.

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ITEM 640*

MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY
(Exception to NMFC Item 640)

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

Density of Handling Unit	Class for Rating Purposes
Less than 1PCF	400
1PCF but less than 2 PCF	300
2 PCF but less than 4 PCF	250
4 PCF but less than 6 PCF	150
6 PCF but less than 8PCF	125
8 PCF but less than 10 PCF	100
10 PCF but less than 12 PCF	92.5
12 PCF but less than 15 PCF	85
15 PCF but less than 22.5 PCF	70
22.5 PCF but less than 30 PCF	65
30 PCF but less than 35 PCF	60
35 PCF but less than 50 PCF	55
50 PCF or greater	50

ITEM 647-A

APPOINTMENT AND NOTIFICATION PRIOR TO DELIVERY

1. When Carrier is requested or required to call or notify customer as a condition necessary to delivery, to call for a delivery appointment, or to make arrangements for customer pickup at Carrier's service center or to provide written notice concerning the arrival of a shipment, a charge of \$41.00 per shipment will be assessed.
 2. Notice of arrival will be given to the Consignee no later than the next business day following the arrival of the shipment.
 - (a) The notice will be given by telephone or mail.
 - (b) In the case of notification by mail, the notice will be considered received by the addressee at 8:00 A.M. on the first business day after it was mailed. If Consignee is notified by both telephone and by mail, the earlier date of contact will determine the arrival notice date.
 - (c) Shipments not delivered within the next business day after notification will be subject to storage charges as outlined in item 910.
 3. When the Consignee requires delivery of the freight bill prior to delivery of a shipment, a charge of \$41.00 per shipment will apply.
- Note Not applicable when the Consignee of a shipment is located at a private residence, apartment, camp (other than military), church, country club, estate, farm, individual (mini) storage unit, rectory or school (See Items 753 & 755)

ITEM 670

EXTREME LENGTH / OVER DIMENSION - MINIMUM CHARGE

1. Shipments containing one or more articles with dimensions that equal or exceed 15 feet in length shall be subject to a charge of \$85.00 per shipment. This charge shall be in addition to all other applicable charges and shall be collected from the party responsible for the payment of the freight bill.
2. The charge in this item will not apply on shipments that are subject to :
 - a. Capacity load minimum charge
 - b. Cubic Capacity and Density Minimum Charge
 - c. Exclusive Use of Vehicle
 - d. Truckload or Volume rates and charges

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

ITEM 680-A

PACKAGING REQUIREMENTS
(Exception to NMFC Item 680)

Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply.

Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements.

Unless otherwise provided, commodities in a shipping container (excluding commodities in containers within containers) shall be accepted by Carrier to be in compliance when filled to not less than 65% of the capacity of the container. Where the commodities are filled to less than 65% of the container's capacity, the gross weight of the container and its contents and the measurements of the container will be used to determine the density of the container. The container will be rated at the applicable class shown in Item 640, above.

ITEM 700

PERMITS

When Carrier is required or requested to obtain a special permit, the payor of the freight charges will reimburse Carrier for the cost of the permit plus an administrative fee of \$82.50.

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ITEM 721

COLLECTION OF CHARGES - COLLECTION FEE FOR NONPAYMENT OR LATE PAYMENT

1. When credit has been extended by Carrier, all transportation charges shall be paid in full within 15 days of presentation by Carrier of the freight bill in accordance with item 140 (credit period).
2. Payments not made within 30 days of presentation of the freight bill shall be considered delinquent. Pursuant to Title 49, subsection 13707 and CFR Part 377.203, notice shall be given by Carrier that failure to pay within the authorized credit period will require Carrier, before extending credit again, to determine whether the shipper will comply with the credit regulation in the future. The Consignor, Consignee and any third party involved in the movement shall remain liable for transportation charges incurred, with the sole exception being the non-recourse provisions of the bill of lading contract. The Consignor, Consignee and any third party shall be jointly and severally liable for said charges, regardless of any agreement between them with respect to the party responsible for the freight charges incurred.
3. In the event payment is not made within 30 days of presentation of the freight bill and Carrier deems it necessary to retain the services of a collections agency, and or legal counsel to collect any outstanding indebtedness, a collection fee of 35% of the unpaid balance will be assessed, all discounted pricing (including allowances, discounts and incentives described in Item 170) shall be removed and the liable party shall pay to Carrier 100% of the undiscounted class rates.
Additionally, a service charge of 1.5% per month (or fraction thereof) will be assessed and due on the unpaid balance. This service charge will begin at the time the receivable is placed with the collections agency and/or legal counsel and will end when payment has been made.
4. All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, Consignor, Consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where Carrier initiates a lawsuit, such suit shall be brought in a court of competent jurisdiction in the State where the debtor resides, and cause of any action or suit hereunder must be brought by the parties in the federal or state court with appropriate jurisdiction over the subject matter established or sitting in that State. The parties will not raise, and hereby waive, any defenses based on the venue, inconvenience of forum, lack of personal jurisdiction, sufficiency of service, of process or the like in any cause of action or suit brought in the sitting State.

ITEM 725

PICK-UP OR DELIVERY – SPECIAL EQUIPMENT

1. Either the Consignor or Consignee may request flatbed service, and where Carrier is able to make arrangements for equipment and driver, the following provisions will apply:
 - a. Flatbed service will be performed entirely within the boundaries of Carrier's service center contacted for pick up or delivery service.
 - b. Flatbed service is limited to pick up and delivery service. The commodities shall meet the requirements for dispatch and handling within Carrier's linehaul equipment and facilities.
 - c. Flatbed trailers exceeding 29 feet in length are subject to double the flatbed charge
 - d. The bill of lading shall clearly note "Flatbed Service" and reference the number of flat bed trailers required.
 - e. A charge of \$285.00 per hour, or fraction thereof, per flatbed trailer, subject to a minimum charge of \$836.00 per trailer shall accrue, measured from the time the equipment leaves Carrier's service center until it is returned.
2. When a consignor or Consignee, or other third party responsible for arranging the freight service requests a fork lift for loading or unloading (other than at Carrier's service center) and Carrier is able to arrange for such equipment the charge will be \$212.00 per hour or fraction thereof for each unit used during the actual time of loading or unloading.

**UPS FREIGHT
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ITEM 750

PICK-UP OR DELIVERY - GENERAL

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

1. PLACEMENT OF VEHICLE FOR LOADING:

At the request of the shipper, Carrier will furnish and place a vehicle at the loading site designated.

2. PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment will include the placing of vehicle at the site designated by the Consignee.

3. LOADING BY CARRIER:

(a) Freight tendered for loading must be situated to be directly accessible to the vehicle (note 1), or it shall be immediately adjacent to a parking space (see Item 566 for handling freight not adjacent to the vehicle).

(b) Carrier will furnish only one man per vehicle for loading (see Item 560 - Extra Labor if requested).

4. UNLOADING BY CARRIER:

(a) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Item 566 for Inside Pickup or Delivery).

(b) Carrier will furnish only one man per vehicle for unloading unless extra labor is requested (see Item 560).

5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:

(a) Shipments must be tendered to Carrier in consigned lots. Loading or unloading service by Carrier does not include assembling, packing, unpacking, dismantling, inspecting, de-palletization, sorting or segregating freight, except as provided in this paragraph and Item 751.

(b) Loading or unloading service does not include furnishing by Carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the shipper or the Consignee will furnish some of the necessary labor to operate such equipment at its expense and will also assume responsibility for safe loading or unloading, except Carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type), when furnished by shipper or Consignee.

(c) Unloading service includes sorting or segregating the freight for the purpose of determining that the proper freight is being delivered to the Consignee or to determine the extent and identity of shortages, damages or overages as may have been ascertained by Carrier employee.

(d) When freight is tendered in lots according to size, brand, flavor or other distinguishing characteristics and so identified on the bill of lading or accompanying papers, delivery service includes tender in the same manner, including placement of segregated lots on the platform dock, conveyor, pallets, dolly, buggy or similar device provided by the Consignee for receipt of freight within or adjacent to the vehicle, except as provided in Paragraph 2 of Item 751.

(e) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

6. LOADING BY SHIPPER OR UNLOADING BY CONSIGNEE:

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

7. WAIVER OF DELIVERY RECEIPT:

When shipper or owner has made written arrangements with Carrier, freight consigned to construction sites (or other places where no representative of the Consignee is present or available to receipt for the shipment) will be delivered and unloaded and left unattended at the place designated. Carrier will unload the shipment providing the rules or rates do not specifically require the Consignee to perform the service.

8. HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING (See also Item 725):

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

(a) Weighs 110 lbs. or less, Carrier will perform the loading and/or unloading.

(b) Weighs more than 110 lbs., but less than 500 lbs.:

(1) Carrier will perform the loading and/or unloading where the shipper and/or Consignee provides a dock, platform or ramp directly accessible to the vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension. Where the shipper and/or Consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the shipper and/or Consignee in loading and/or unloading.

(2) Carrier will perform the loading and/or unloading where the shipper and/or Consignee provides a dock, platform or ramp directly accessible to the vehicle, if freight:

(I) - Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension,
or;

(II) - If it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the shipper and/or Consignee does not provide a dock, platform or ramp, the truck driver, on request, will assist the shipper and/or Consignee in loading and/or unloading.

(c) Weighs 500 lbs. or more, the shipper will perform the loading and the Consignee will perform the unloading. On request of shipper or Consignee, the truck driver will assist in loading or unloading.

(d) Exceeds 8 feet in its greatest dimensions or exceeds 4 feet in each its greatest and intermediate dimension, the shipper will perform the loading and the Consignee will perform the unloading. On request of shipper or Consignee, the truck driver will assist in loading or unloading.

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

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

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

ITEM 751

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

1. When Carrier is requested or required by the Consignor or the Consignee to provide any of the following services, the charges provided for in paragraph 4 below shall apply and will be in addition to all other applicable charges.
 - a. Sort or Segregate shipments by size, brand, flavor or other distinguishing characteristics.
 - b. Assembling freight in such a manner to create a shipment, i.e. a single piece or multiple pieces of freight received from one shipper at one place at one time for one Consignee at one destination and covered by one bill of lading.
 - c. Inspecting, dismantling, packing, unpacking of any freight.
 - d. Transfer a shipment which has been loaded on pallet(s), racks(s), skid(s), or other similar device(s) by the Consignor to the Consignee's platform, dock, conveyor(s), pallet(s), rack(s), skid(s) or other similar device(s) or that the shipment be reconstructed in a like fashion.
 - e. When the product terms of sale requires a shipment be sorted or segregated in any manner described herein above, but the Consignor fails to tender the shipment in that manner.
2. No sorting or segregating charge will apply when :
 - a. The only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by Carrier's employee.
 - b. The shipment tendered to Carrier on pallet(s) and delivery in the same palletized manner in which the freight was tendered to Carrier.
3. With the exception of sub-paragraph 1e above, the charges for services shown herein shall be the responsibility of the party requesting or requiring the service and guaranteed to the satisfaction of Carrier before service will be performed. In the event the party requesting or requiring the service does not pay or is unwilling to pay, Carrier reserves the right to assess the charges against the payor of the freight charges. Service requested in subparagraph 1e above shall be the responsibility of the Consignor. In all cases, the responsibility for payment of these charges will be irrespective of whether the shipment is prepaid or collect.
4. A charge of \$0.79 per package/piece or \$2.12 per cwt., whichever is greater, will be assessed subject to a minimum charge of \$86.00 per shipment.

ITEM 752*

PICK-UP OR DELIVERY – LUMPER SERVICE

When Carrier is required to procure or utilize an outside service to load and/or unload freight from/on or to Carrier's vehicle, Carrier will not absorb any charges or fees associated with the outside service. Carrier will be reimbursed for these expenses by the payor of the freight charges unless payment has been guaranteed to the satisfaction of Carrier.

The charges incurred will be prorated by weight and the charges will be added to the freight bills involved, plus a service charge for processing the lumper service of \$25.00 per shipment, in addition to all other applicable charges.

ITEM 753-A

PICK-UP OR DELIVERY - PRIVATE RESIDENCES

1. Before attempting pickup or delivery at a Private Residence, Carrier must reach agreement with the Consignor or Consignee regarding the date and approximate time of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:
 - a. Delivery will be made to the building ground floor entrance, garage entrance or carport for the Consignee.
 - b. The shipment may be delivered to the address on the bill of lading or may be picked up by the Consignee at Carrier's terminal
 - c. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
 - 1). The shipment weight, number of packages and payment requirements
 - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and Lift Gate services (Item 892).
2. When Carrier is requested or required to arrange for pick-up or delivery service at a Private Residence a separate additional charge of \$96.00 will apply (see Note).
3. In the case of delivery, the charge in paragraph 2 will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of Item 647 and assessed to the party requiring the additional notice.
4. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. On shipments moving on Government Bills of Lading the charges will be collected from the U.S. Government.
5. If a shipment cannot be delivered, Carrier will make a diligent effort to notify the Consignor promptly that the shipment is in storage and the reason therefor.

Note: When pick-up or delivery is performed at New York zip codes 1001-10099 and 10101 – 10292 the additional charge of \$114.00 will apply.

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

ITEM 754

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

1. When shipper or Consignee requests pick up or delivery on a Saturday, Sunday, Holiday or during non-business hours (See Item 135), the service will be subject to a charge of \$180.00 per person per hour, or fraction thereof, subject to a minimum charge of \$403.00 per man per day. Such charges shall be in addition to all other applicable charges.
2. Time shall be computed upon notification by the driver to the representative of the shipper or Consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Shipper or Consignee may request Carrier to place or pick up empty trailer(s) on Saturdays, Sundays, Holidays or during non-business hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday or occurs during normal business hours. The charges for this service will be as indicated in paragraph 1 above.
4. A request for pickup or delivery service on a Saturday, Sunday, Holiday or during non-business hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-business hours even if requested on the bill of lading.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made

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

Note 2 The term "Holiday" shall mean: Christmas Day, Independence Day, Labor Day, Memorial Day, New Year's Day, Thanksgiving Day or any other day generally observed as a Holiday by Carrier at the point where the service is performed. If a delivery date is specified on the bill of lading or the shipping order and it is a Saturday, Sunday, or a Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday

ITEM 755

PICK-UP OR DELIVERY – LIMITED ACCESS LOCATIONS

Before attempting pickup or delivery at Limited Access Locations, Carrier must reach agreement with the Consignor or Consignee regarding the date and time (approximate) of such pickup or delivery. This arrangement for pickup or delivery shall be made before pickup, or tender of delivery is initially attempted, and shall include at least the following:

- a. The shipment may be delivered to the address on the bill of lading or may be picked up by the Consignee at Carrier's terminal
- b. Carrier's next delivery schedule for the delivery area and the delivery requirements, including:
 - 1). The shipment weight, number of packages and payment requirements
 - 2). Additional services that may be available and the respective charges, including delivery to positions not immediately adjacent to Carrier's vehicle (Item 566) and Lift Gate services (Item 892).

When Carrier is requested or required to arrange for a pickup or delivery at a location with Limited Access, the following charge shall apply:

\$96.00 per shipment

The terms LIMITED ACCESS LOCATIONS include but are not limited to the following :

- a. Churches
- b. Commercial establishments not open to the walk in public during normal business hours
- c. Construction sites (see Definitions)
- d. Fairs, Carnivals, Chautauquas
- e. Individual (Mini) storage units
- f. Military Bases / Installations
- g. Mine sites (see Definitions)
- h. Prisons
- i. Schools with no loading dock
- j. Other similar locations where pickup or delivery is restricted or limited (see Item 753 for Private Residences).

Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party who authorized the additional services or the party responsible for the payment of the freight charges. The charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.

In the case of delivery, the charge provided for in this item will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of item 647 and assessed to the party requiring the additional notice.

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

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

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

ITEM 756

PICK-UP OR DELIVERY – AT REMOTE (NON-ZIP CODE) LOCATIONS IN THE WESTERN U.S.

When Carrier or its Agent makes a pickup or delivery at a remote non-zip code location, the rates and charges in Part I or Part II below shall apply: (See notes 1, 2, 3, 4, & 5)

Part I

Applies only on shipments moving between points in the states of AZ, CA, CO, ID, MT, NM, NV, OR, UT, WY and points in the United States or Canada.

\$78.00 per shipment weighing less than 5,000 pounds

\$134.00 per shipment weighing 5,000 pounds or more

Part II

Applies only on shipments moving between points in the states of AZ, CA, CO, ID, MT, NM, NV, OR, UT, and WY (See notes 6, 7, 8, 9 and 10)

Mileage	Minimum Charge	L/T 500 Pounds	500 – 1000 Pounds	1000-2000 Pounds	2000-5000 Pounds	5000 Pounds & up
0 - 5	\$62.00	732	653	605	560	487
6 - 10	\$62.00	749	710	925	576	500
11 - 15	\$62.00	809	771	672	625	542
16 - 20	\$62.00	843	803	704	647	563
21 - 25	\$62.00	885	852	748	692	602
26 - 30	\$62.00	908	883	773	712	620
31 - 35	\$70.50	954	927	809	749	650
36 - 40	\$70.50	659	929	814	754	659
41 - 45	\$70.50	972	942	824	763	664
46 - 50	\$70.50	1027	994	867	804	702
51 - 60	\$79.00	1106	1072	917	847	737
61 - 70	\$79.00	1174	1132	938	904	789
71 - 80	\$79.00	1274	1222	1045	926	803
81 - 90	\$79.00	1327	1280	1132	979	852
91 - 100	\$79.00	1398	1338	1203	1073	872
101 +	\$102.00					

Note 1 The term "remote non-zip location" means the points and places such as mine sites, plant sites and other points not embraced by a ZIP code in the states of AZ, CA, CO, ID, MT, NM, NV, OR, UT, and WY.

Note 2 Where a remote non-zip charge applies, the provisions of item 755 (Limited Access) will not apply at the same point.

Note 3 These charges will be collected from the party responsible for the payment of the freight charges. The charges apply separately for pickup and separately for delivery and will be in addition to all other charges.

Note 4 In the case of delivery, the charges provided for in this item include an initial notification to make delivery arrangements. Any additional notifications will be subject to the provisions of item 647 and assessed to the party requiring the additional notice.

Note 5 Rates and charges shown in this item are not subject to discount.

Note 6 Rates are stated in cents per hundred pounds.

Note 7 Rates in Part II apply on articles having an actual class rating of class 100 or lower as shown in the STB NMF 100 Series. For articles having an actual class rating higher than 100, the applicable rate will be increased in relationship to the class (for example, articles subject to a class 150 rating will be rated at 150% of the applicable rate shown).

Note 8 For distances over 100 miles, add 5 cents per hundred pounds to the rates shown on the 91 – 100 miles line for every mile exceeding 100.

Note 9 Rates and Charges shown in Part II and Note 10 are subject to the applicable fuel surcharge.

Note 10 Any shipment received from or tendered to Friday Harbor Freight Lines will be subject to the pick up or delivery charge shown in the table below in addition to the charges in Part II. Mileage will be computed from the point of interchange to point of origin or destination.

Weight (lbs.)	Charge
0-24	\$63.00
25-49	\$66.00
50-74	\$72.50
75-99	\$81.00
100-124	\$92.00
125-149	\$103.50
150-199	\$118.50
200-249	\$134.50
250-299	\$153.00
300-349	\$174.00
350-399	\$195.50
400 +	\$221.00

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

ITEM 757-A

HIGH COST SERVICE AREA SURCHARGE

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

\$59.00 per shipment (note 1)

MA - Boston Metro area having 5 digit zip codes:

02108-02145, 02152, 02163, 02201, 02203-02207, 02210-02212, 02215-02217, 02222, 02445-02447

\$39.00 per shipment (note 1)

NJ - Shore communities 5 digit zip codes:

07716, 07732, 07750, 07760, 08006, 08008, 08050, 08202-08204, 08212, 08226, 08243, 08247, 08248, 08251, 08260, 08401-08406, 08732-08735, 08738-08742, 08751, 08752

\$75.00 per shipment

NY - Manhattan area having 3 digit zip codes: 100 - 102

\$59.00 per shipment (note 1)

PA - Philadelphia area having 5 digit zip codes: 19101 - 19107

\$59.00 per shipment (note 1)

DC - Washington Metro area 3 and 5 digit zip codes:

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

\$39.00 per shipment (note 1)

MD - Maryland Shore Communities 5 digit zip codes:

21610, 21612, 21622, 21626, 21634, 21648, 21652, 21654, 21661-21663, 21665, 21668, 21671, 21675-21677, 21817, 21821, 21824, 21838, 21840

\$49.00 per shipment (note 1)

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

\$25.00 per shipment

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

\$63.00 per shipment (note 1)

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

\$49.00 per shipment (note 1)

Louisiana: 3 digit and 5 digit zip codes:

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

\$49.00 per shipment (note 1)

TX - Houston area having 3 digit zip codes: 770, 772 - 775

TX - Houston area having 5 digit zip codes:

75852, 77830-77834, 77861, 77864, 77868, 77869, 77873, 77875, 77876, 77880, 78931-78935, 78943, 78944, 78950, 78951, 78962

\$59.00 per shipment (note 1)

CA - San Francisco Peninsula area having 5 digit zip codes:

94002, 94005, 94010, 94014, 94015, 94025, 94027, 94028, 94030, 94044, 94061-94063, 94065, 94066, 94070, 94080, 94102-94105, 94107-94112, 94114-94118, 94121-94134, 94143, 94401-94404

\$59.00 per shipment (note 1)

CA - Los Angeles Greater Downtown & Hollywood area having 5 digit zip codes:

90004-90005, 90010, 90012-90017, 90020, 90024-90029, 90035-90036, 90038, 90045-90046, 90048-90049, 90064, 90066-90069, 90071, 90077, 90096, 90210-90212, 90230-90232, 90263, 90265, 90272, 90291-90296, 90401-90405

\$39.00 per shipment (note 1)

WA - Greater Seattle and Tacoma having 3 digit zip codes: 980 (except 98070), 981 (except 98110), 983 (except 98303), 984

WA - Greater Seattle and Tacoma having 5 digit zip codes:

98208, 98213, 98224, 98251, 98256, 98272, 98275, 98288, 98290, 98291-98296, 98524, 98501-98503, 98506-98509, 98511-98513, 98516, 98528, 98540, 98546-98548, 98555-98558, 98576, 98580, 98584, 98588, 98589, 98592, 98597, 98599

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

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

ITEM 758

PICKUP OR DELIVERY – US DOMESTIC ISLANDS

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

Locations	Zip Codes	Charge or Minimum
Martha's Vineyard and Nantucket, MA	02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	\$115.00
Islesboro, North Haven, Vinalhaven, ME	04848, 04853, 04863	\$115.00
Shelter Island, NY	11964, 11965	\$115.00
Ocracoke, NC	27960	\$115.00
Kiawah, SC	29455	\$115.00
Other SC Island Communities	29925, 29926, 29928	\$39.00
Florida Keys	33001, 33036, 33037, 33040, 33042, 33043, 33044, 33050, 33051, 33052, 33070	\$115.00
Sanibel, Captiva, Boca Grande Island, FL	33921, 33924, 33957	\$115.00
Grosse Isle, MI	48138	\$86.00
Harsens Island, Beaver and Drummond, MI	48028, 49726, 49757, 49782	\$115.00
Washington Island, WI	54246	\$115.00
Crystal Beach, TX	77650	\$75.00
Catalina Island, CA	90704	\$83.00
San Juan County, WA	98221, 98222, 98243, 98245, 98250, 98261, 98262, 98279, 98280, 98286, 98297	\$115.00
Point Roberts and Harbor Points, WA	98070, 98110, 98281, 98303	\$115.00

ITEM 765*

PRECEDENCE OF RATES
(Exception to Item 765 if the MNF Series)

SECTION 1: DEFINITIONS

For purposes of applying this Item, the following terms are defined:

1. "Bill-to Party" is a bank, freight payment agency or logistics company designated to pay the freight charges on behalf of the shipper, Consignee or Third Party.
2. "Consignee" is the party shown on the bill of lading at time of pick up as the Consignee of the goods.
3. "Shipper" or "Consignor" is the party shown on the bill of lading at time of pick up as the shipper of the goods.
4. "Third Party" is the party shown on the bill of lading at time of pick up as the payor of the freight charges who is neither the shipper nor the Consignee, is not a majority owner of the shipper or Consignee, is not affiliated with either the shipper or the Consignee, and/or is not the freight payment processor of either the shipper or the Consignee.
5. "Pricing Program" is any program created to apply in lieu of the Carrier's full actual class rates and charges as published in the UPGF 500 Series tariffs.

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

ITEM 765*

PRECEDENCE OF RATES
(Exception to Item 765 if the MNF Series)

SECTION 2: ADDITIONAL CONDITIONS

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

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

ITEM 769

PREPAYMENT OR GUARANTEE OF CHARGES

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

ITEM 770*c

PRECEDENCE OF RATES
(Exception to Item 765 if the NMF Series)

This item has been renumbered to Item 765 to conform to the NMF Series convention.

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

ITEM 780

PROHIBITED OR RESTRICTED ARTICLES

SECTION 1: PROHIBITED ARTICLES:

The following goods will not be accepted for shipment nor as premiums accompanying other articles unless written agreement have been made (Note 5):

Animals, live or carcasses (other than lab specimens or trophies)	Jewelry, not released at a value of \$5.00 per pound, including costume or novelty jewelry
Antiques (i.e. collectibles, furniture, glassware, jewelry, and memorabilia) (See Note 3)	Leaking or wet package, containers, or drums (See Note 8)
Art works and objects of art, including but not limited to original paintings, drawings, etchings, watercolors, tapestries, or sculptures (Note 4)	Letters, with or without stamps affixed (See Note 2)
Asbestos Products	Lottery Tickets
Automobiles, other than amusement rides or children's	Fresh foodstuffs (milk, cream, produce, meat) and live plants
Automobile Body Sections, not in wooden crates	Museum exhibits and articles of antiquity
Bank bills	Nitrocellulose, except nitrocellulose membrane filters
Blood, blood related components and products	Negotiable instruments (bank drafts, promissory notes, etc)
Carbon Black	Other inherently fragile or unique items, including but not limited to prototypes, etc.
Checks, not cashed and/or endorsed	Oxidizer Class 5.1
Human remains, fetal remains, human body parts	Photocopiers, new and/or used
Coupons, value exceeding \$1.00 per pound	Poison gas, Class 2.3: Zone A: package is greater than 1 liter; Zone B package is greater than 119 gals
Currency (U.S. paper or coins, government shipments accepted) (See Note 1)	Poison, Inhalation Hazard Class 6.1: Zone A: pkg. greater than 1 liter; Zone B package is greater than 119 gals
Dangerous when wet (Class 4.3) and Spontaneously combustible (Class 4.2)	Postage Stamps
Deeds	Polychlorinated Biphenyl's ("PCB")
Diagnostic specimens	Precious Metals including gold and silver bullion, platinum and silver
Household Goods (See Item 615)	Precious stones and industrial diamonds
Etiological agents (infectious material, i.e. Typhoid, Polio, etc) class 6.2	Produce, fresh or frozen
Explosives (See Note 7)	Radioactive materials Level II and Level III
Fluorescent bulb or ballast, other than new	Revenue stamps
Frozen goods (i.e. foods, medicines, drugs, chemicals, etc)	Tanning beds
Guns big caliber (50 mm or larger, military) (See Section 2)	Televisions, (See Note 6)
Hazardous Materials (See Item 565)	Tires, other than new
Illegally obtained or manufactured substances (i.e. cocaine, marijuana, heroin, etc.)	Valuable papers of any kind
Insects	Waste (Hazardous or non-hazardous, medical)

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

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

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

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

Note 5 In the event articles in this item are inadvertently accepted, notwithstanding other liability limitations set forth herein, Carrier's maximum liability shall not exceed \$0.50 per pound per package. In no case shall Carrier liability exceed \$100,000.00 per shipment.

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

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

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

SECTION 2: TRANSPORTING GUNS AND FIREARMS

- Carrier will transport and deliver firearms as defined by the Title 18, Chapter 44 and Title 26, Chapter 53 of the United States Code between areas served in the U.S., but only between: (i) Licensed importers; licensed manufacturers; licensed dealers; licensed collectors as defined in Title 18, Chapter 44 of the United States Code; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or (ii) Where not prohibited by local, state or federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).
- Upon presenting the goods for shipment, the person tendering the shipment to Carrier is required to notify Carrier that the shipment contains a firearm. The outside of the package(s) must not be marked, labeled or otherwise identify that the package(s) contains a firearm. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.

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3. The shipper and recipient must be of legal age as identified by applicable law.
4. Carrier cannot ship or deliver firearms C.O.D.
5. Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. Loaded firearms or firearms with ammunition shall not be shipped in the same package.
6. UPS Freight will NOT transport firearms that are legally owned by or offered for tender by or from one individual to another individual (or to themselves at another address) under any circumstances.

SECTION 3: OTHER RESTRICTIONS:

1. Carrier is not obligated to receive freight that by its nature liable to impregnate or otherwise damage other freight or Carrier's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may be refused for lack of suitable equipment.
2. Shipments of articles that by Federal or state regulation, or by the requirements of the shipper, have co-loading restrictions (e.g. medicines, toiletries, cosmetics, etc.), when tendered to Carrier, must be properly and clearly identified on the bill of lading and on the packaging. If the shipper fails to identify the restriction at the time of tendering the freight, Carrier will not be liable for any loss or damage resulting from co-loading.
3. Carrier is not obligated to receive any commodity that by its nature is particularly susceptible to damage or the market value of which is variable or particularly difficult to ascertain.
4. Carrier assumes no liability for damages resulting from loss, damage, delay or destruction to shipments of plants and plant materials.

ITEM 810

PROTECTIVE SERVICES

SECTION 1: TEMPERATURE CONTROLLED SERVICE

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

Conditions of Service:

- a) Customer or shipper must contact UPS Freight LTL Urgent at (800) 644-0900 (Option 2) at least 24 hours in advance to define the service requested the commodities to be shipped and the origin and destination.
- b) Carrier's published service standards, including time-in-transit do not apply.
- c) Expedited, weekend and Holiday services are available only upon request and where suitable equipment is available.
- d) Carrier liability for loss, damage or destruction to any shipment or part thereof is limited, see Item 166, Section 11.
- e) Shipper must make the following notation prominently on the bill of lading "TEMPERATURE CONTROLLED SERVICE REQUESTED."
- f) Temperature Controlled Service applies between UPS Freight operated facilities only.

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

- a) Shipments where Freezable Protection Service, as described in SECTION 2 below, is applicable
- b) Shipments that require Appointments for delivery
- c) Shipments that require Notification prior to delivery, including customer pickup at Carrier's service center
- d) Shipments that require the use of Lift Gates or Special Equipment
- e) Shipments held for consolidation
- f) Shipments that are to be made Collect on Delivery (COD)
- g) Shipments that contain any Prohibited Articles
- h) Shipments involving pickups or deliveries at Private Residences
- i) Shipments involving pickups or deliveries at Limited Access Point
- j) Shipments involving pickups or deliveries at Remote Locations
- k) Shipments involving pickups or deliveries at U.S. Domestic Islands
- l) Shipments where Sorting and Segregating service is requested
- m) Shipments involving pickups or deliveries at trade shows, conventions, or exhibitions
- n) Shipments requiring dropped trailers for Consignee unloading
- o) Shipments that contain Extreme Length or Over Dimension commodities
- p) Shipments subject to Capacity Load
- q) Shipments subject to Cubic Capacity and Density
- r) Reconsigned Shipments

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SECTION 2: FREEZABLE PROTECTION SERVICE (SEASONAL ONLY)

1. Carrier will provide Freezable Protection Service for commodities that have a freeze point of 32 degrees Fahrenheit or lower and require protection from freezing. Service under this rule will be provided only for shipments handled direct by Carrier in the 48 contiguous United States and Canada. Service shall be subject to the Conditions of Service and Exclusions from Service shown below.
2. Carrier reserves the right to suspend Freezable Protection Service if the temperature is 10 degrees Fahrenheit or lower or if there is a prolonged period of extreme cold weather. A freezable protection advisory will be available on Carrier's web page at tl.upsfreight.com, which will provide information on areas and/or states where temperature embargos may be in place and where Freezable Protection Service will not apply.
3. The charge for this service shall be \$2.29 cwt; subject to a minimum charge of \$22.50 per shipment, subject to the following Conditions of Service:

Conditions of Service:

- a) Applicable only where suitable equipment is available.
- b) Freezable Protection Service shall only be offered October 1st through April 30th.
- c) Shipper must specifically and prominently note "PROTECT FROM FREEZING" on the bill of lading.
- d) Freezable Protection service does not apply for commodities with a freeze point higher than 32 degrees Fahrenheit.
- e) When Freezable Protection Service is requested on mixed shipments of perishable and non-perishable articles, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- f) Freezable Protection Service applies only on shipments that can be picked up Monday through Thursday with delivery on Tuesday through Friday (no weekend, Holiday layovers or Friday pickups).
- g) Stopping in transit for partial loading or unloading on truckload rated shipments is permitted up to five stops subject to applicable charges under Item 900 herein.
- h) Carrier liability for loss, damage or destruction to any shipment or part thereof is limited; see Item 166, Section 11.

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

- a) Shipments where Temperature Controlled Service, as described in SECTION 1 above, is applicable
- b) Shipments that require Appointments for delivery
- c) Shipments that require Notification prior to delivery, including customer Pickup at Carriers service center
- d) Shipments that require the use of Lift Gates or Special Equipment for deliveries
- e) Shipments held for consolidation
- f) Shipments that are to be made Collect on Delivery (COD)
- g) Shipments involving deliveries at Private Residences
- h) Shipments requiring delivery on Holidays and Weekends
- i) Shipments involving pickups or deliveries at Limited Access Points
- j) Shipments involving pickups or deliveries at remote delivery points
- k) Shipments involving pickups or deliveries at U.S. Domestic Islands
- l) Shipments where Sorting and Segregating service is requested
- m) Shipments involving pickups or deliveries at Trade Shows, conventions or exhibitions
- n) Shipments requiring dropped trailers for Consignee unloading
- o) Shipments that contain Extreme Length or Over Dimension commodities
- p) Shipments subject to Capacity Load
- q) Shipments subject to Cubic Capacity and Density
- r) Reconsigned Shipments

ITEM 811

BILLING ON JOINT LINE SHIPMENTS

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

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

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

ITEM 812

BILL OF LADING

1. If a shipper elects to use a bill of lading contract or other form of freight receipt, any terms, conditions or provisions of such bill of lading or other form of freight receipt shall not apply if they are inconsistent with the terms and conditions of the Uniform Straight bill of lading as shown in the National Motor Freight Classification. The terms of the Uniform Straight bill of lading shall apply and govern including the terms and conditions of Carrier's tariffs, which are incorporated by the reference in Uniform Straight bill of lading. Carrier driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the Uniform Straight bill of lading terms and conditions (Also, see Item 819).
2. For all shipments originated in the United States, where a bill of lading issued by the shipper is other than the bill of lading required herein, such driver or other Carrier signature will acknowledge receipt of the freight only. Such non-authorized bills of lading are not a contract of carriage and Carrier will not be subject to its terms and conditions. The terms of the Uniform Straight bill of lading shall apply and govern.
3. Continued use of unauthorized bills of lading by shipper will not, and does not, constitute an implied acceptance or ratification by Carrier.
4. Reference made to classifications and tariffs or tariffs on file mean publications contained in Carrier's files. Such classifications and tariffs shall be made available to shipper on request to the extent that they apply to the shipper.

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5. When the bill of lading does not indicate which party (shipper, Consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the shipper.
6. Movement of property as part of a continuous movement that has been or will be transported by an air, ocean or rail carrier will be subject to the terms and conditions of the UPS Freight bill of lading together with any applicable tariffs, released rates or limits of liability. On a through bill of lading which anticipates movement by another mode of carriage, the shipper authorizes UPS Freight to act as its agent to sign any additional bill of lading as shipper's agent and shipper will be bound by the lowest limitation of liability under the applicable bill unless the shipper agrees in writing to seek full liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting carrier not offer full liability coverage when requested by the shipper in writing, UPS Freight shall be authorized to obtain the highest liability coverage offered by the connecting carrier and shipper will be responsible for the applicable freight charges.

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

ITEM 813

**STATUTE OF LIMITATIONS FOR FILING,
UNIDENTIFIED PAYMENT, OVER COLLECTION OR DUPLICATE PAYMENT CLAIMS**

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

ITEM 814

COLLECTION OF CHARGES - PAYMENT APPLICATION

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

ITEM 815

COLLECTION OF CHARGES - CURRENCY

Rates and charges are stated in currency of the United States

ITEM 816*c

OFFSETTING OF FREIGHT CHARGES

This item is merged with Item 166

ITEM 817

APPLICATION OF RATES - PROHIBITED ARTICLES

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

ITEM 818

THROUGH RATES

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

ITEM 819-A

SPECIAL DAMAGES

In no instance shall Carrier, including its agents, contractors, employees and affiliates be liable for any indirect, incidental, consequential, loss of profit, loss of income, special, exemplary or punitive damages, whether or not Carrier had knowledge that such damages might be incurred, without Carrier's prior agreement in writing.

Carrier will not be liable for any damages in excess of the limitations contained within Item 166 of this Rules Tariff, whether Carrier knew or should have known that such damages might be incurred, without Carrier's prior agreement in writing.

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ITEM 820

RECONSIGNMENT OR DIVERSION

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

1. DEFINITIONS OF RECONSIGNMENT OR DIVERSION:

- a. A change in the name of the shipper or Consignee
- b. A change in the place of delivery or destination point
- c. Relinquishment of shipment at point of origin (See Note 2)
- d. Instructions received by Carrier prior to receipt of the shipment (See Note 3)
- e. Instructions received from shipper to return shipment.

2. CONDITIONS:

- a. Requests for reconsignment must be made in writing or confirmed in writing. Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- b. Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed before reconsignment will be made.
- d. Only entire shipments, not portions of shipments, may be reconsigned.
- e. An order for reconsignment of a shipment moving under uniform Order Bills of Lading will not be considered valid unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
- f. Instructions for reconsignment of COD shipments will be accepted only from the shipper.
- g. Marking or tagging (See NOTE 4).
- h. Reconsignment will not be permitted on shipments "In Bond." (see Note 7)

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

If reconsignment results in a change:	In the name of the Shipper or Consignee with no change in place of delivery	In the place of delivery within original destination service center area	In the destination point
Prior to tender of delivery (Note 5)	\$37.00 per shipment (See Note 11)	\$59.00 per shipment (See Note 11)	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate destination (See Notes 1, 6, 8 & 9)
After tender of delivery	\$37.00 per shipment (See Note 10)	\$8.81 per cwt. subject to a minimum charge of \$87.00 per shipment and a maximum charge of \$919.00 per shipment on shipments to points within original destination service center area.	Published rates to and from reconsignment points, but not less than the rate from original point of origin to ultimate Destination (See Notes 8 & 9)

- Note 1** If the change in destination point is requested and instructions are received in time to effect the requested change at the original service center of Carrier, the charge will be \$35.00 per shipment in addition to the applicable tariff rates and charges from points of origin to the new destination.
- Note 2** Where a request is made by shipper before a shipment has left Carrier's service center at point of origin, for return of a shipment to the original place of shipment, or delivery thereof to another carrier at point of origin, or to relinquish possession thereof to shipper or to another carrier at Carrier's service center, such service, if performed, will be subject to a charge of \$5.55 per 100 lbs. with a minimum charge of \$44.00 per shipment and a maximum charge of \$507.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.
- Note 3** Upon instructions received by Carrier prior to receipt of a shipment at point of origin accompanied by a through bill of lading covering the shipment, Carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt thereof (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such a shipment will be subject to a charge of \$88.00 plus linehaul charges from origin to final destination.
- Note 4** Shipments subject to the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC Item 580 or when Carrier is specifically requested to do so by the shipper or Consignee will be marked or tagged by Carrier, subject to marking or tagging charges as published in Item 580.
- Note 5** The provisions governing reconsignment "prior to tender of delivery" will apply only when Carrier receives the request for reconsignment:
- a. Before the shipment has been loaded on a delivery vehicle; or
 - b. Before the shipment has been dispatched for delivery. Thereafter, the provisions governing reconsignment "after tender of delivery" will apply.
- Note 6** When shipper or Consignee or its agent elects to accept shipment at Carrier's service center located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of \$5.24 per 100 lbs., subject to a minimum charge of \$37.50, and a maximum charge of \$480.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.
- Note 7** All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item. The provisions of Paragraph 2 will not apply.
- Note 8** Shipments reconsigned or diverted in route where local rates apply from the point of reconsignment or diversion will be allowed any applicable discount that has been established for the payer (or shipper if different from payer) from the original point of origin.

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- Note 9 On collect shipments which become undeliverable or which are refused at time of delivery and Carrier receives written instructions from the shipper to return the shipment back to the original point or to reconsign the shipment to a new destination point the following provisions shall apply :
- a. The shipment shall be treated as an outbound prepaid shipment from the reconsignment point.
 - b. The shipment shall be rated using the shipper's outbound pricing provisions that were applicable at the original shipping location. These pricing provisions shall be applied on the movement from the original shipping location to the reconsignment point and from the reconsignment point back to the original origin or to the new destination point.
 - c. In those instances where the shipper has no pricing provisions in place at the original shipping location a discount of 40% off actual class using UPGF 560 or UPGF 525 base rates in effect at time of shipment will be allowed subject to a Minimum Charge of \$138.00 per shipment on domestic shipments and a Minimum Charge of \$168.00 per shipment on Canadian shipments. These provisions apply only on shipments handled direct by Carrier.
 - d. In all cases, the shipper shall be responsible for the payment of all freight charges to and from point of reconsignment.
- Note 10 Plus redelivery charge if applicable.
- Note 11 If "Prior to Tender of Delivery" the Consignee accepts the shipment at UPS Freight's delivering service center there will be no additional charge.

ITEM 821-A

DIVERSION – TO ANOTHER CARRIER

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

1. Carrier will make a diligent effort to execute the diversion, but will not be responsible if such service is not effected.
2. Reconsignment charges to and from diversion point apply, see Item 820.
3. Additionally, if the request results in unloading and reloading the vehicle upon which the shipment was loaded when the request for diversion was received, a charge of \$88.00 per person per hour will apply subject to a minimum charge of \$175.00 per person per day. Loading and unloading labor charges for Saturday, Sunday and Holidays, or in excess of eight hours on business days will be charged at \$126.50 per man per hour subject to a minimum charge of \$243.50 per person per day.

ITEM 822

LTL URGENT

UPS Freight LTL Urgent Services ("Urgent") is Carrier's time-critical service offering. To request Urgent, call 800-644-0900 and speak to a Carrier Urgent Services representative. These individuals are trained experts in the field of expediting freight, even across modes; they will provide 24 hour monitoring and will work to see that your shipment is delivered as promised.

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

Terms and Conditions of Service:

1. Carrier shall issue and deliver to customer a contract (the "contract") covering the time critical shipment (or a series of shipments) that includes the time by which the shipment is to be delivered and the transportation charges as agreed to by customer and Carrier.
2. Urgent pricing, as set forth in the contract, shall supersede all other pricing programs (including contractual) existing between the parties.
3. Except to the extent expressly provided elsewhere in the contract, Urgent shipments are governed by this rules tariff.
4. Carrier reserves the right not to accept a request for Urgent if it determines that it cannot provide the service requested, and may cancel the contract if the shipment is not available for pick up at the time agreed, if the shipment packaging is inadequate, or the shipment characteristics, description or service requirements are different than as indicated when customer booked the shipment.
5. In the event of failure by Carrier to have the shipment available for delivery by the delivery time/date indicated in the contract, due to no fault of customer, shipper or consignee then the freight charges, including the fuel surcharge (but with the exception of any applicable and performed accessorial service charges) for that shipment may be cancelled, provided the payor requests cancellation or refund of any paid freight charges by contacting LTL Urgent at (800) 644-0900 within 15 calendar days of actual delivery date. No agent, representative or third party may request cancellation on behalf of the payor and no refunds will be made to any party other than the payor.
6. Freight charges will not be subject to cancellation and Carrier will not be liable for its failure to deliver by the delivery date, or if applicable, time indicated in the contract resulting from events beyond Carrier's control, including, but not limited to the following: acts of God, acts or omissions of public authority, riots, strikes or labor disputes, including those of third parties, government regulations, orders or requirements, disruption in ground transportation as a result of weather or other causes, acts of public enemies or acts of terrorism, disruption or failure of communications or information systems or acts or omissions of customer, Shipper, Consignee or Owner of goods or any person or entity other than Carrier or its agents.
7. Rates and charges for Urgent received by customer from the Carrier's website shall expire one (1) hour from the time the rate quote was obtained. The quote may only be applied to the shipment or series of shipments for which the initial quote(s) was intended. Notwithstanding anything to the contrary in this paragraph, the aforementioned statement is not applicable when the party responsible for payment of the rates and charges (the "payor") has a specific pricing agreement, statement of agreed pricing or contract with Carrier that applies to Urgent shipments.
8. Unless specifically otherwise indicated in the contract, the rates and charges for Urgent are NOT subject to any discounts or reductions.
9. In the event the delivery appointment set by the customer is different from the time and/or date originally requested at the time the shipment was booked, Carrier shall be released from liability due to late delivery; however, Carrier will still be entitled to the compensation agreed to for Urgent.
10. In the event Carrier is requested to reconsign an Urgent shipment, Carrier shall be released from liability due to late delivery; however, Carrier will still be entitled to its compensation agreed to for Urgent.
11. Carrier will not be liable for any indirect, consequential, loss of profit, lost manufacturing capabilities, special, exemplary, loss of sales, or punitive damages, even if it has been advised of the possibility of such damages.
12. Urgent shipments shall be subject to maximum weight of 43,500 pounds per shipment.

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13. Customer agrees that it will pay all charges incurred in connection with an Urgent shipment, including without limitation the rate selected by customer when customer booked the shipment (as set forth in the contract) and any applicable accessorial and other charges. Notwithstanding the fact that customer may indicate that another party is responsible for charges for any such shipment, customer expressly agrees that it will be primarily responsible for payment of such charges in the event such other party refuses or fails to pay the charges.
14. Customer warrants to Carrier that all information provided to Carrier by customer when customer books an Urgent shipment is complete and accurate.
15. On each bill of lading covering an Urgent shipment, customer agrees to prominently indicate the date and, if applicable, time delivery is requested and the statement that Carrier Urgent service is requested. Failure to do so may result in the shipment being treated as a regular LTL shipment and Carrier shall be released from liability due to late delivery. Customer agrees that such bill of lading (or any other form of receipt) shall be used solely as a receipt for the shipment and to identify the kind and quantity of goods, place of pickup and delivery, shipper and consignee and other information. In the event said bill of lading or receipt refers to or incorporates classifications or tariffs or contains other terms and conditions which are in addition to or conflict with the contract and/or this tariff provision, such additional or conflicting terms and conditions shall have no force or effect and the contract, together with this tariff provision, will govern.
16. Customer agrees to defend, indemnify and hold Carrier and its employees, contractors, and agents harmless from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by or arising out of the mischaracterization or wrong description of an Urgent shipment applied to the bill of lading covering a shipment.
17. Carrier shall have the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from any that might have been indicated when customer booked the shipment. Carrier has no duty to notify customer of such substitutions, selections, or deviations, nor shall substitutions, selections, or deviations constitute a breach of the contract or preclude the application and enforcement of all the terms and conditions governing the shipment.

ITEM 823

LTL GUARANTEED

UPS Freight LTL Guaranteed is Carrier's delivery or attempted delivery of a shipment in accordance with Carrier's normal transit standard in effect on the date of shipment, subject to the conditions below.

1. UPS Freight LTL Guaranteed is only applicable on LTL shipments between direct points in the contiguous United States, and between direct points in the contiguous United States and points in Canada where the rates and charges applicable to the shipment are not determined from the UPGF 500, 505, 525 or 560 current, non-frozen, base rates (to the extent item 824 applies). LTL Guaranteed will apply only where UPS Freight (or agents on behalf of UPS Freight) picks up and delivers the shipment, but will not apply on shipments picked up or delivered by interline or partner carriers.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time to qualify. LTL Guaranteed does not include missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date advertised by Carrier for delivery service from eligible origin zip codes to eligible destination zip codes. The Consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the Consignee's receiving department is closed.
4. A 25% surcharge (\$34.00 minimum) will be added to the freight charges (accessorials excluded) after the applicable discount has been applied.
Example: Calculate the applicable line haul freight charges less any applicable discount,
Then, apply the 25% increase or the \$34.00 minimum (whichever is higher),
Then apply any fuel surcharge and add applicable accessorial charges to obtain total charges.
5. To request LTL Guaranteed, shipper must check the Guaranteed Delivery Requested box on the UPS Freight bill of lading, or simply request in writing Guaranteed Delivery Service on the bill of lading. When requested, Carrier will place Guaranteed stickers on both shipper's and Carrier's copy of the bill of lading and the freight. Shipper must sign the Guaranteed sticker on the Carrier's copy of the bill of lading.
6. The LTL Guaranteed provisions of this item are not applicable in the following circumstances:
 - a. On shipments rated under the current, non-frozen, UPGF 500, 505, 525 or 560 base rate tariffs (to the extent item 824 applies).
 - b. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
 - c. When the delay or failure to perform is the result of Impractical Operations, acts of God, inclement weather, industry disruptions, fires, strikes, the public enemy, the authority of law including customs inspections, a disruption in communications or an information systems failure.

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- d. Where special delivery requirements or conditions apply, such as but not limited to;
- i. Appointments
 - ii. Notification prior to delivery, including customer Pickup at Carriers service center
 - iii. Use of Lift Gates or special equipment
 - iv. Shipments requiring Protective Services
 - v. Shipments held for consolidation
 - vi. Shipments requiring Collect on Delivery (COD)
 - vii. Hazardous Materials
 - viii. Private Residences
 - ix. Requiring delivery on Holidays and Weekends
 - x. Blackout periods as may be listed on Carriers website
 - xi. Limited Access Points
 - xii. Remote delivery points
 - xiii. U.S. Domestic Islands
 - xiv. Sorting and Segregating
 - xv. Trade Show pickups
 - xvi. On shipments consisting of carpeting or linoleum
 - xvii. Requiring dropped trailers for Consignee unloading
 - xviii. Extreme Length shipments
 - xix. Shipments subject to truckload rates
 - xx. Shipments subject to Capacity Load
 - xxi. Shipments subject to Cubic Capacity and Density
 - xxii. Shipments subject to provisions of blind shipments
 - xxiii. Lost or damaged shipments
 - xxiv. Reconsigned Shipments
7. Failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of shipper or Consignee, will result in cancellation of freight charges, including the fuel surcharge (with the exception of any applicable and performed accessorial service charges) for that shipment. Requests by the debtor for cancellation of charges or for refunds of any paid freight charges must be directed to (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may file on behalf of the debtor and no refunds will be made to any party other than the debtor.
8. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
9. Provisions of this item will apply for shipments destined to a convention center, hotel or venue for a trade show event.

ITEM 824

LTL NO-FEE GUARANTEE

UPS Freight LTL No-Fee Guarantee is Carrier's delivery or attempted delivery of a shipment in accordance with Carrier's normal transit standard in effect on the date of shipment, subject to the conditions below.

1. UPS Freight LTL No-Fee Guarantee is only applicable on LTL shipments originated and delivered by Carrier between direct points in the contiguous United States, and between direct points in the contiguous United States and points in Canada (shown as being serviced by UPS Freight's Calgary, AB (CAL), Edmonton, AB (EDM), Halifax, NS (DAR), London, ON (LON), Moncton, NB (MCT), Montreal, PQ (MTL), Toronto, ON (TOR), Vancouver, BC (VAN), Windsor, ON (WDR) and Winnipeg, MB (WPG) service centers) where the rates are determined from the current, non-frozen, UPGF 500, 505, 525 or 560 base rate tariff. The No-Fee Guarantee is not applicable when the pickup or delivery is made by agents (except agents in Canada) on behalf of UPS Freight, nor on interline or partner shipments.
2. Shipment must be picked up by Carrier no later than 5:00 P.M. local time. No-Fee Guarantee does not include missed pickups.
3. Carrier guarantees to make shipment available for delivery by end of day (11:59 P.M. local time) on or before the date advertised by Carrier for delivery service from eligible origin zip codes to eligible destination zip codes. The Consignee/receiver must be open and willing to accept shipment delivery up to 5:00 P.M. local time. After 5:00 P.M. local time, the delivery shall be considered late only if the Consignee's receiving department is closed.

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4. The LTL No-Fee Guarantee provisions of this item are not applicable in the following circumstances:
- a. When the shipment is delayed because the freight tendered does not match the information shown on the bill of lading, or delayed due to missing, incomplete or inaccurate documentation.
 - b. When the delay or failure to perform is the result of Impractical Operations, Acts of God, inclement weather, industry disruptions, fires, strikes, the public enemy, the authority of law including customs inspections, a disruption in communications or an information systems failure.
 - c. Where special delivery requirements or conditions apply, such as but not limited to;
 - i. Appointments
 - ii. Notification prior to delivery, including customer Pickup at Carriers service center
 - iii. Use of Lift Gates or Special Equipment
 - iv. Shipments requiring Protective Services
 - v. Shipments held for consolidation
 - vi. Shipments requiring Collect on Delivery (COD)
 - vii. Hazardous Materials
 - viii. Private Residential deliveries
 - ix. Requiring delivery on Holidays and Weekends
 - x. Blackout periods as may be listed on Carriers website
 - xi. Limited Access Points
 - xii. Remote delivery points
 - xiii. U.S. Domestic Islands
 - xiv. Sorting and Segregating
 - xv. Trade Show pickups
 - xvi. On shipments consisting of carpeting or linoleum
 - xvii. Requiring dropped trailers for Consignee unloading
 - xviii. Extreme Length shipments
 - xix. Shipments subject to truckload rates
 - xx. Shipments subject to Capacity Load
 - xxi. Shipments subject to Cubic Capacity and Density
 - xxii. Shipments subject to provisions of blind shipments
 - xxiii. Lost or damaged shipments
 - xxiv. Reconsigned Shipments
 - xxv. Shipments made by or arranged through a third party retailer package store or reseller of package and transportation services.
5. Failure by Carrier to have the shipment available for delivery by the delivery date as indicated above, due to no fault of shipper or Consignee, will result in cancellation of freight charges, including the fuel surcharge (with the exception of any applicable and performed accessorial service charges) for that shipment. Requests by the debtor for cancellation of charges or for refunds of any paid freight charges must be directed to (800) 333-7400 within 15 calendar days of actual delivery date. No agent, representative or third party may file on behalf of the debtor and no refunds will be made to any party other than the debtor. Carrier's sole liability under this rule shall be limited to the refund or cancellation of the freight charges only. Carrier shall not be liable for any indirect, consequential, special, exemplary or incidental expenses, damages or claims arising from failure to deliver as agreed even if it has been advised of the possibility of such damages.
6. Carrier reserves the right to modify, suspend or terminate this LTL No-Fee Guarantee at any time
7. Provisions of this item will apply for shipments destined to a convention center, hotel or venue for a trade show event.

ITEM 825*c

CARGO CLAIM FILING TIME LIMITS

This item is merged with Item 166.

ITEM 830-A

PICK-UP OR DELIVERY - REDELIVERY

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

- 1. If one or more additional tenders or final delivery of the shipment are made at Consignee's place a charge of \$110.00 per shipment
- 2. Redelivery charges will not apply if Consignee elects to pick up the shipment at Carriers destination service center.
- 3. The charges provided in this item will be paid or guaranteed to the satisfaction of Carrier before the shipment will be redelivered.

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

ITEM 835

PICK-UP OR DELIVERY - PALLET JACK

When Urgent (as defined in Item 822) is requested and Carrier is required or requested to employ use of a pallet jack, to accomplish pickup or delivery of the articles, the following charge shall be assessed at \$62.50 per shipment.

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ITEM 884

SHIPMENTS TENDERED AS A TRUCKLOAD

Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to Carrier and the bill of lading is marked "tendered as a truckload", the applicable TL rate or charge will apply (at the actual or minimum weight, whichever is greater), and the TL rate or charge will not alternate with the LTL rate or charge. Such shipments will be entitled to privileges normally afforded in rules and regulations pertaining to TL shipments, and will not be governed by rules and regulations pertaining to LTL shipments. When a shipment is tendered to Carrier under a bill of lading marked "tendered as a truckload" and the shipment has begun its movement to destination, a corrected bill of lading will not be accepted to remove the TL application.

Note Where there is more than one TL rate or charge applicable, the TL rate or charge producing the highest total charge shall apply.

ITEM 890

SPOT QUOTE

Carrier will publish or offer special volume or "spot quote" prices depending on capacity, time of month, etc, prior to picking up the freight. These quotations are estimates based on the information provided and are valid for only a single shipment and only for the effective dates provided. Shipments under a spot quote will be governed by this item and will move at Carrier's convenience. The shipment will not be subject to Carrier's published service standards and will be subject to special liability limitations as provided in Item 166, Section 8 of this tariff.

ITEM 891

SPECIAL SERVICES - GENERAL

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

ITEM 892

SPECIAL SERVICES – LIFT GATE

1. When Carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic or electric lifting or lowering devices, to accomplish pickup or delivery of the articles, an additional charge of \$6.79 per 100 lbs., subject to a minimum charge of \$125.00 and a maximum charge of \$320.00 per shipment, will be assessed in addition to all other applicable charges.
2. The charges for this service will be paid by the party for whom the service is performed, or guaranteed by the shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at locations that are safe and accessible to the vehicle.
3. If Carrier has to rent equipment to perform this service, the cost will be at the customer's expense at the rates and charges assessed by the rental company.

ITEM 894-A

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

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

ITEM 895

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

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

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

**UPS FREIGHT
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SECTION 1**

ITEM 896

SPECIAL SERVICES - SIGNATURE SECURITY SERVICE (SSS)

1. DEFINITION:

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

2. ANNOTATION:

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

SIGNATURE SECURITY SERVICE REQUESTED:

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

4. FORM REQUIRED:

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

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

5. BASIS OF CHARGES:

In addition to all rates or charges, shipments on which "Signature Security Service" is provided at the shipper's request will be subject to a charge of \$3.44 per 100 lbs., with a minimum charge per shipment of \$82.00, and a maximum charge of \$250.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

ITEM 900

STOPOFF FOR PARTIAL LOADING OR UNLOADING OF TRUCKLOAD OR VOLUME SHIPMENTS

A single shipment, subject to TL or VOL rates, may be stopped for partial loading or partial unloading subject to the following provisions:

1. GENERAL PROVISIONS:

- (a) After initial pickup stop at origin and prior to final delivery stop at destination, shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points enroute to destination or at destination.
- (b) Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop off points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.
- (c) The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule. All mileages shall be computed by use of Tariff STB HGB 100 series (Mileage Guide).

3. STOPOFF CHARGES:

- (a) The initial pickup stop and the final delivery stop are not subject to stop off charges.
- (b) Each stop for either partial loading or partial unloading will be a stop off charge of \$250.00 per stop.

4. LINE HAUL CHARGES:

- (a) Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable:
 - (1) From the point of initial origin, or;
 - (2) From any intermediate point where shipment is stopped for partial loading;
 - (3) To any intermediate point where shipment is stopped for partial unloading, or;
 - (4) To the point of final destination from and to which the highest charges are applicable;
 - (5) From the point of initial origin to the point of final destination.
- (b) If the total distance from initial origin to final destination via the stop off point or points exceeds 115% of the shortest mileage from initial origin to final destination, that distance in excess of 115% will be charged for at the rate of \$5.56 per mile. All mileage shall be computed by use of STB HGB 100 series (Mileage Guide.). On traffic moving to or from Newark, NJ – New York District use mileage shown in Tariff STB HGB 100 series to or from New York City, NY. The greatest mileage between any point of loading and any point of unloading will determine "initial point of origin" and "the final point of destination" for the purpose of applying these circuitous provisions and determining the excess mileage, if any and the charge therefore.

5. PREPAYMENT OF CHARGES:

All charges must be prepaid by shipper (except on shipments moving on Government Bills of Lading) and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the shipper and so noted on the bill of lading at the time of shipment, all charges to be collected from the Consignee at the final delivery point.

**UPS FREIGHT
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SECTION 1**

ITEM 910-A

STORAGE

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

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after it is received.
2. Storage charges on undelivered freight will begin at 7:00 A.M. on the first day of business after notice of arrival has been given as provided in Item 345, except no charges under this item will be made when actual tender of delivery is made within the next business day after such notice of arrival has been given, nor on the date the shipment is actually delivered. The term "first day of business" Mondays through Fridays, excluding Saturdays, Sundays or Holidays.
3. Freight stored in Carrier's possession will be assessed a charge of \$2.66 per 100 lbs. or fraction thereof per day or fraction thereof, subject to a minimum charge of \$25.00 per shipment per each day, but not less than \$93.00 per shipment. Maximum charge per shipment or per vehicle if more than one vehicle is used: \$185.00 for first day or fraction thereof; \$247.00 for second day or fraction thereof; \$370.00 for the third and each succeeding day or fraction thereof.
4. Storage charges will end when Carrier is able to deliver or transport the shipment as a result of action by the shipper, Consignee, owner or customs official.
5. Storage charges will not apply on the day Carrier places the freight in a public warehouse. When Carrier does place the freight in a public warehouse, a charge of \$3.70 per 100 lbs. subject to a minimum charge of \$93.00 per shipment to transport the shipment from Carrier's service center to the warehouse and a maximum charge per shipment or per vehicle, if more than one vehicle is used, of \$1,055.00. Carrier will not be responsible for any charges accruing to the public warehouse.

ITEM 920-A

SUBSTITUTION OF SERVICE

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

ITEM 980

UNDELIVERED RETURNED SHIPMENTS

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

ITEM 985

VEHICLE FURNISHED BUT NOT USED

When Carrier upon receipt of a request to pickup a shipment weighing 10,000 pounds or more, or to furnish a vehicle for the exclusive use of a Consignor, and has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of Carrier, vehicle is not used a charge of \$312.00 per day or fraction thereof per vehicle, shall be assessed against the Consignor making such request.

When Carrier is requested to furnish flat rack or mechanically refrigerated equipment at the designated point and such equipment is furnished, but not used (through no fault of the Carrier) or if after arrival of Carrier's equipment at the place of loading designated by shipper, shipper fails to tender a shipment for transportation or informs the Carrier that shipment will not be tendered, a charge of \$4.67 per mile will be made for each unit of equipment ordered subject to a minimum charge of \$312.00 per trailer ordered and not used. Distance will be computed (subject to Note 1) from point of dispatch to the point designated by shipper as the place of loading or from the Carrier's nearest terminal to the designated place of lading (whichever produces the lower charge), and return to the Carrier's nearest terminal or to the next point of loading, whichever is less.

Accrual of these charges will terminate when Carrier is notified that the vehicle will not be used or 24 hours with or without notice from shipper.

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

ITEM 987

UPS FREIGHT LTL URGENT REQUESTED BUT CANCELLED

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

SECTION 1: In-Network

\$170.00 per shipment

SECTION 2: Out-of Network

<u>Unit Size Ordered</u>	<u>Charge</u>
Cargo Van	\$189.00
12 foot Straight Truck	\$229.00
18 foot Straight Truck	\$289.00
24 foot Straight Truck	\$314.00
Greater than 24 feet	\$692.00

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

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ITEM 990

SHIPMENT REWEIGH AND WEIGHT VERIFICATION

1. At its sole discretion, Carrier may choose to reweigh shipments in its custody with or without notice. Such reweighs may be conducted with scales owned by Carrier, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified by Carrier.
2. If Carrier discovers an error in the weight declared by shipper on the bill of lading, Carrier will correct the weight and assess freight charges on the basis of the new weight determined by Carrier. If the new weight increases or decreases the net freight charges by \$15.00 or more, a weight adjustment fee of \$25.00 will apply in addition to all other charges and shall be assessed against the party responsible for the payment of the freight charges.
3. Upon request by either the Consignor or Consignee, Carrier will reweigh any shipment or vehicle(s) on Carrier Scales. If no error is determined or if error is less than 1% of the billed weight, a charge of \$69.00 per shipment per vehicle, will be made for each weight verification. Such charge(s) is to be paid by the party requesting the service irrespective of whether the line haul charge(s) are prepaid or collect.
4. When Carrier is requested by the Consignor or Consignee to secure a Certified Public Scale weight for any shipment or vehicle(s), a charge of \$185.50 will be made by Carrier for each weight verification. Such charge(s) is to be paid by the party requesting the service irrespective of whether the line haul charges are prepaid or collect. Fees assessed to Carrier shall be advanced for payment to the party requesting such service.
5. Such weighing or verification will only be made while shipment is in possession of Carrier.

THE END OF SECTION 1

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

ITEM 1-2

**MEXICAN FUEL RELATED INCREASE
APPLICATION OF PERCENTAGE INCREASE (SEE NOTES A through E)**

All charges for line haul transportation where the rates and/or charges were derived from UPGF 570 Series base rate tariff, or as named in tariffs, contracts or other agreed pricing provisions making specific reference to this item 1-2, are hereby or will on their effective dates be increased as provided below.

Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge	Truckload Shipments	Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge,	Truckload Shipments
115	116	0.5%	1.0%	162	163	3.1%	6.2%
116	117	0.6%	1.2%	163	164	3.2%	6.4%
117	118	0.6%	1.2%	164	165	3.3%	6.6%
118	119	0.7%	1.4%	165	166	3.3%	6.6%
119	120	0.7%	1.4%	166	167	3.4%	6.8%
120	121	0.8%	1.6%	167	168	3.4%	6.8%
121	122	0.9%	1.8%	168	169	3.5%	7.0%
122	123	0.9%	1.8%	169	170	3.5%	7.0%
123	124	1.0%	2.0%	170	171	3.6%	7.2%
124	125	1.0%	2.0%	171	172	3.6%	7.2%
125	126	1.1%	2.2%	172	173	3.7%	7.4%
126	127	1.1%	2.2%	173	174	3.8%	7.6%
127	128	1.2%	2.4%	174	175	3.8%	7.6%
128	129	1.2%	2.4%	175	176	3.9%	7.8%
129	130	1.3%	2.6%	176	177	3.9%	7.8%
130	131	1.4%	2.8%	177	178	4.0%	8.0%
131	132	1.4%	2.8%	178	179	4.0%	8.0%
132	133	1.5%	3.0%	179	180	4.1%	8.2%
133	134	1.5%	3.0%	180	181	4.1%	8.2%
134	135	1.6%	3.2%	181	182	4.2%	8.4%
135	136	1.6%	3.2%	182	183	4.3%	8.6%
136	137	1.7%	3.4%	183	184	4.3%	8.6%
137	138	1.7%	3.4%	184	185	4.4%	8.8%
138	139	1.8%	3.6%	185	186	4.4%	8.8%
139	140	1.9%	3.8%	186	187	4.5%	9.0%
140	141	1.9%	3.8%	187	188	4.5%	9.0%
141	142	2.0%	4.0%	188	189	4.6%	9.2%
142	143	2.0%	4.0%	189	190	4.6%	9.2%
143	144	2.1%	4.2%	190	191	4.7%	9.4%
144	145	2.1%	4.2%	191	192	4.8%	9.6%
145	146	2.2%	4.4%	192	193	4.8%	9.6%
146	147	2.2%	4.4%	193	194	4.9%	9.8%
147	148	2.3%	4.6%	194	195	4.9%	9.8%
148	149	2.4%	4.8%	195	196	5.0%	10.0%
149	150	2.4%	4.8%	196	197	5.0%	10.0%
150	151	2.5%	5.0%	197	198	5.1%	10.2%
151	152	2.5%	5.0%	198	199	5.1%	10.2%
152	153	2.6%	5.2%	199	200	5.2%	10.4%
153	154	2.6%	5.2%	200	201	5.4%	10.8%
154	155	2.7%	5.4%	201	202	5.4%	10.8%
155	156	2.8%	5.6%	202	203	5.4%	10.8%
156	157	2.8%	5.6%	203	204	5.4%	10.8%
157	158	2.9%	5.8%	204	205	5.5%	11.0%
158	159	2.9%	5.8%	205	206	5.5%	11.0%
159	160	3.0%	6.0%	206	207	5.5%	11.0%
160	161	3.0%	6.0%	207	208	5.5%	11.0%
161	162	3.1%	6.2%	208	209	5.7%	11.4%

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

Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge	Truckload Shipments	Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge,	Truckload Shipments
209	210	5.7%	11.4%	262	263	7.6%	15.2%
210	211	5.7%	11.4%	263	264	7.6%	15.2%
211	212	5.7%	11.4%	264	265	7.7%	15.4%
212	213	5.8%	11.6%	265	266	7.7%	15.4%
213	214	5.8%	11.6%	266	267	7.7%	15.4%
214	215	5.8%	11.6%	267	268	7.7%	15.4%
215	216	5.8%	11.6%	268	269	7.9%	15.8%
216	217	5.9%	11.8%	269	270	7.9%	15.8%
217	218	5.9%	11.8%	270	271	7.9%	15.8%
218	219	5.9%	11.8%	271	272	7.9%	15.8%
219	220	5.9%	11.8%	272	273	8.0%	16.0%
220	221	6.1%	12.2%	273	274	8.0%	16.0%
221	222	6.1%	12.2%	274	275	8.0%	16.0%
222	223	6.1%	12.2%	275	276	8.0%	16.0%
223	224	6.1%	12.2%	276	277	8.2%	16.0%
224	225	6.2%	12.4%	277	278	8.2%	16.0%
225	226	6.2%	12.4%	278	279	8.2%	16.4%
226	227	6.2%	12.4%	279	280	8.2%	16.4%
227	228	6.2%	12.4%	280	281	8.3%	16.6%
228	229	6.4%	12.8%	281	282	8.3%	16.6%
229	230	6.4%	12.8%	282	283	8.3%	16.6%
230	231	6.4%	12.8%	283	284	8.3%	16.6%
231	232	6.4%	12.8%	284	285	8.5%	17.0%
232	233	6.5%	13.0%	285	286	8.5%	17.0%
233	234	6.5%	13.0%	286	287	8.5%	17.0%
234	235	6.5%	13.0%	287	288	8.5%	17.0%
235	236	6.5%	13.0%	288	289	8.6%	17.2%
236	237	6.7%	13.4%	289	290	8.6%	17.2%
237	238	6.7%	13.4%	290	291	8.6%	17.2%
238	239	6.7%	13.4%	291	292	8.6%	17.2%
239	240	6.7%	13.4%	292	293	8.8%	17.6%
240	241	6.8%	13.6%	293	294	8.8%	17.6%
241	242	6.8%	13.6%	294	295	8.8%	17.6%
242	243	6.8%	13.6%	295	296	8.8%	17.6%
243	244	6.8%	13.6%	296	297	8.9%	17.8%
244	245	7.0%	14.0%	297	298	8.9%	17.8%
245	246	7.0%	14.0%	298	299	8.9%	17.8%
246	247	7.0%	14.0%	299	300	8.9%	17.8%
247	248	7.0%	14.0%	300	301	9.1%	18.2%
248	249	7.1%	14.2%	301	302	9.1%	18.2%
249	250	7.1%	14.2%	302	303	9.1%	18.2%
250	251	7.1%	14.2%	303	304	9.1%	18.2%
251	252	7.1%	14.2%	304	305	9.2%	18.4%
252	253	7.3%	14.6%	305	306	9.2%	18.4%
253	254	7.3%	14.6%	306	307	9.2%	18.4%
254	255	7.3%	14.6%	307	308	9.2%	18.4%
255	256	7.3%	14.6%	308	309	9.4%	18.8%
256	257	7.4%	14.8%	309	310	9.4%	18.8%
257	258	7.4%	14.8%	310	311	9.4%	18.8%
258	259	7.4%	14.8%	311	312	9.4%	18.8%
259	260	7.4%	14.8%	312	313	9.5%	19.0%
260	261	7.6%	15.2%	313	314	9.5%	19.0%
261	262	7.6%	15.2%	314	315	9.5%	19.0%

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

Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge	Truckload Shipments	Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge,	Truckload Shipments
315	316	9.5%	19.0%	369	370	11.6%	23.2%
316	317	9.7%	19.4%	370	371	11.6%	23.2%
317	318	9.7%	19.4%	371	372	11.6%	23.2%
318	319	9.7%	19.4%	372	373	11.7%	23.4%
319	320	9.7%	19.4%	373	374	11.7%	23.4%
320	321	9.8%	19.6%	374	375	11.7%	23.4%
321	322	9.8%	19.6%	375	376	11.7%	23.4%
322	323	9.8%	19.6%	376	377	11.9%	23.8%
323	324	9.8%	19.6%	377	378	11.9%	23.8%
324	325	10.0%	20.0%	378	379	11.9%	23.8%
325	326	10.0%	20.0%	379	380	11.9%	23.8%
326	327	10.0%	20.0%	380	381	12.0%	24.0%
327	328	10.0%	20.0%	381	382	12.0%	24.0%
328	329	10.1%	20.2%	382	383	12.0%	24.0%
329	330	10.1%	20.2%	383	384	12.0%	24.0%
330	331	10.1%	20.2%	384	385	12.2%	24.2%
331	332	10.1%	20.2%	385	386	12.2%	24.2%
332	333	10.3%	20.6%	386	387	12.2%	24.2%
333	334	10.3%	20.6%	387	388	12.2%	24.2%
334	335	10.3%	20.6%	388	389	12.3%	24.6%
335	336	10.3%	20.6%	389	390	12.3%	24.6%
336	337	10.4%	20.8%	390	391	12.3%	24.6%
337	338	10.4%	20.8%	391	392	12.3%	24.6%
338	339	10.4%	20.8%	392	393	12.5%	25.0%
339	340	10.4%	20.8%	393	394	12.5%	25.0%
340	341	10.6%	21.2%	394	395	12.5%	25.0%
341	342	10.6%	21.2%	395	396	12.5%	25.0%
342	343	10.6%	21.2%	396	397	12.6%	25.2%
343	344	10.6%	21.2%	397	398	12.6%	25.2%
344	345	10.7%	21.4%	398	399	12.6%	25.2%
345	346	10.7%	21.4%	399	400	12.6%	25.2%
346	347	10.7%	21.4%	400	401	12.8%	25.6%
347	348	10.7%	21.4%	401	402	12.8%	25.6%
348	349	10.9%	21.8%	402	403	12.8%	25.6%
349	350	10.9%	21.8%	403	404	12.8%	25.6%
350	351	10.9%	21.8%	404	405	12.9%	25.8%
351	352	10.9%	21.8%	405	406	12.9%	25.8%
352	353	11.0%	22.0%	406	407	12.9%	25.8%
353	354	11.0%	22.0%	407	408	12.9%	25.8%
354	355	11.0%	22.0%	408	409	13.1%	26.2%
355	356	11.0%	22.0%	409	410	13.1%	26.2%
356	357	11.2%	22.4%	410	411	13.1%	26.2%
357	358	11.2%	22.4%	411	412	13.1%	26.2%
358	359	11.2%	22.4%	412	413	13.2%	26.4%
359	360	11.2%	22.4%	413	414	13.2%	26.4%
360	361	11.3%	22.6%	414	415	13.2%	26.4%
361	362	11.3%	22.6%	415	416	13.2%	26.4%
362	363	11.3%	22.6%	416	417	13.4%	26.8%
363	364	11.3%	22.6%	417	418	13.4%	26.8%
364	365	11.5%	23.0%	418	419	13.4%	26.8%
365	366	11.5%	23.0%	419	420	13.4%	26.8%
366	367	11.5%	23.0%	420	421	13.5%	27.0%
367	368	11.5%	23.0%	421	422	13.5%	27.0%
368	369	11.6%	23.2%	422	423	13.5%	27.0%

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

Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge	Truckload Shipments	Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge,	Truckload Shipments
423	424	13.5%	27.0%	477	478	15.6%	31.2%
424	425	13.7%	27.4%	478	479	15.6%	31.2%
425	426	13.7%	27.4%	479	480	15.6%	31.2%
426	427	13.7%	27.4%	480	481	15.8%	31.6%
427	428	13.7%	27.4%	481	482	15.8%	31.6%
428	429	13.8%	27.6%	482	483	15.8%	31.6%
429	430	13.8%	27.6%	483	484	15.8%	31.6%
430	431	13.8%	27.6%	484	485	15.9%	31.8%
431	432	13.8%	27.6%	485	485	15.9%	31.8%
432	433	14.0%	28.0%	485	487	15.9%	31.8%
433	434	14.0%	28.0%	487	488	15.9%	31.8%
434	435	14.0%	28.0%	488	489	16.1%	32.2%
435	436	14.0%	28.0%	489	490	16.1%	32.2%
436	437	14.1%	28.2%	490	491	16.1%	32.2%
437	438	14.1%	28.2%	491	492	16.1%	32.2%
438	439	14.1%	28.2%	492	493	16.2%	32.4%
439	440	14.1%	28.2%	493	494	16.2%	32.4%
440	441	14.3%	28.6%	494	495	16.2%	32.4%
441	442	14.3%	28.6%	495	496	16.2%	32.4%
442	443	14.3%	28.6%	496	497	16.4%	32.8%
443	444	14.3%	28.6%	497	498	16.4%	32.8%
444	445	14.4%	28.8%	498	499	16.4%	32.8%
445	446	14.4%	28.8%	499	500	16.4%	32.8%
446	447	14.4%	28.8%	500	501	16.5%	33.0%
447	448	14.4%	28.8%	501	502	16.5%	33.0%
448	449	14.6%	29.2%	502	503	16.5%	33.0%
449	450	14.6%	29.2%	503	504	16.5%	33.0%
450	451	14.6%	29.2%	504	505	16.7%	33.4%
451	452	14.6%	29.2%	505	506	16.7%	33.4%
452	453	14.7%	29.4%	506	507	16.7%	33.4%
453	454	14.7%	29.4%	507	508	16.7%	33.4%
454	455	14.7%	29.4%	508	509	16.8%	33.6%
455	456	14.7%	29.4%	509	510	16.8%	33.6%
456	457	14.9%	29.8%	510	511	16.8%	33.6%
457	458	14.9%	29.8%	511	512	16.8%	33.6%
458	459	14.9%	29.8%	512	513	17.0%	34.0%
459	460	14.9%	29.8%	513	514	17.0%	34.0%
460	461	15.0%	30.0%	514	515	17.0%	34.0%
461	462	15.0%	30.0%	515	516	17.0%	34.0%
462	463	15.0%	30.0%	516	517	17.1%	34.2%
463	464	15.0%	30.0%	517	518	17.1%	34.2%
464	465	15.2%	30.4%	518	519	17.1%	34.2%
465	466	15.2%	30.4%	519	520	17.1%	34.2%
466	467	15.2%	30.4%	520	521	17.3%	34.6%
467	468	15.2%	30.4%	521	522	17.3%	34.6%
468	469	15.3%	30.6%	522	523	17.3%	34.6%
469	470	15.3%	30.6%	523	524	17.3%	34.6%
470	471	15.3%	30.6%	524	525	17.4%	34.8%
471	472	15.3%	30.6%	525	526	17.4%	34.8%
472	473	15.5%	31.0%	526	527	17.4%	34.8%
473	474	15.5%	31.0%	527	528	17.4%	34.8%
474	475	15.5%	31.0%	528	529	17.5%	35.0%
475	476	15.5%	31.0%	529	530	17.5%	35.0%
476	477	15.6%	31.2%	530	531	17.5%	35.0%

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

Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge	Truckload Shipments	Fuel Price At Least:	But Less Than:	On LTL and Minimum Charge,	Truckload Shipments
531	532	17.5%	35.0%	571	572	19.0%	38.0%
532	533	17.7%	35.4%	572	573	19.2%	38.4%
533	534	17.7%	35.4%	573	574	19.2%	38.4%
534	535	17.7%	35.4%	574	575	19.2%	38.4%
535	536	17.7%	35.4%	575	576	19.2%	38.4%
536	537	17.8%	35.6%	576	577	19.3%	38.6%
537	538	17.8%	35.6%	577	578	19.3%	38.6%
538	539	17.8%	35.6%	578	579	19.3%	38.6%
539	540	17.8%	35.6%	579	580	19.3%	38.6%
540	541	18.0%	36.0%	580	581	19.5%	39.0%
541	542	18.0%	36.0%	581	582	19.5%	39.0%
542	543	18.0%	36.0%	582	583	19.5%	39.0%
543	544	18.0%	36.0%	583	584	19.5%	39.0%
544	545	18.1%	36.2%	584	585	19.6%	39.2%
545	546	18.1%	36.2%	585	586	19.6%	39.2%
546	547	18.1%	36.2%	586	587	19.6%	39.2%
547	548	18.1%	36.2%	587	588	19.6%	39.2%
548	549	18.3%	36.6%	588	589	19.8%	39.6%
549	550	18.3%	36.6%	589	590	19.8%	39.6%
550	551	18.3%	36.6%	590	591	19.8%	39.6%
551	552	18.3%	36.6%	591	592	19.8%	39.6%
552	553	18.4%	36.8%	592	593	19.9%	39.8%
553	554	18.4%	36.8%	593	594	19.9%	39.8%
554	555	18.4%	36.8%	594	595	19.9%	39.8%
555	556	18.4%	36.8%	595	596	19.9%	39.8%
556	557	18.6%	37.2%	596	597	20.1%	40.2%
557	558	18.6%	37.2%	597	598	20.1%	40.2%
558	559	18.6%	37.2%	598	599	20.1%	40.2%
559	560	18.6%	37.2%	599	600	20.1%	40.2%
560	561	18.7%	37.4%	600	601	20.2%	40.4%
561	562	18.7%	37.4%	601	602	20.2%	40.4%
562	563	18.7%	37.4%	602	603	20.2%	40.4%
563	564	18.7%	37.4%	603	604	20.2%	40.4%
564	565	18.9%	37.8%	604	605	20.4%	40.8%
565	566	18.9%	37.8%	605	606	20.4%	40.8%
566	567	18.9%	37.8%	606	607	20.4%	40.8%
567	568	18.9%	37.8%	607	608	20.4%	40.8%
568	569	19.0%	38.0%	608	609	20.5%	41.0%
569	570	19.0%	38.0%	609	610	20.5%	41.0%
570	571	19.0%	38.0%	610	611	20.5%	41.0%

Note 1 Subject to a minimum fuel adjustment charge of \$2.00 per shipment when the DOE Diesel Fuel Price Index is at least 115 cents per gallon.

Note 2 The term "line haul charges" referred to herein applies to all charges other than accessorial charges.

Note 3 For the purposes of the truckload fuel surcharge application, volume or truckload shipments are defined as:
a. Shipments rated per truckload, per vehicle, per van, or per container;
b. Shipments which weigh or are rated at weights of 20,000 lbs. or more;
c. Shipments considered a capacity load or moving under exclusive use rates.

Note 4 All shipments will be subject to a fuel adjustment (surcharge) based on a weekly fuel price index. The index shall be the Department of Energy's National Average Diesel Fuel Price Index, after 4:00 PM on Monday of each week. Said Index may be ascertained direct from the DOE by calling (202) 586-6966 each Monday afternoon. If Monday falls on a Holiday, the index for the next business day that is not a Holiday will be used to determine the applicable fuel surcharges. The surcharge for each (Monday through Sunday) will be based on Monday's DOE index of the previous week.

Note 5 For each four cent (\$.04) increase over 608 cents in the DOE Diesel Fuel Price Index, the fuel surcharge will increase by an additional 0.1% on LTL. For each four cent (\$.04) increase over 608 cents in the DOE Diesel Fuel Price Index, the fuel surcharge will increase by an additional 0.2% on Truckload shipments. When the DOE Diesel Fuel Price Index falls below 115 cents, the fuel surcharge will not apply.

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

ITEM 100-2

MEXICO APPLICATION

1. This publication applies for UPS Freight (also identified as Carrier) and explains the rates, rules and charges for international services for shipments from or to The Republic Mexico, subject to other publications, pricing agreements or individual customer contracts. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual customers. UPS Freight, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Section 13710, shall provide to the shipper, on request of the shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which any rate applicable to its shipment or agreed to between the shipper and Carrier is based.
2. In an effort to provide its customers with quality service and competitive rates, certain commodities are shipped at less than full value. UPS Freight encourages its customers to review this publication as some items may be subject to limitations of liability, released values or other requirements which may relate directly to your shipment. Therefore, all shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being insured for full value.
3. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and / or tariffs, such contracts and / or tariffs, to the extent of their application, will apply.
4. Where a rule published in this tariff covers the same rule published in Section 1 of the UPS Freight's tariff UPGF 102 series or the National Motor Freight Classification, NMF 100 series, such rule published herein this Section 2, to the extent of its application, will apply in lieu of the rule published in UPGF 102 Section 1 or the NMF 100 Series.
5. Except as otherwise provided, or otherwise stated on the bill of lading, and unless the shipper has agreed to accept responsibility, additional charges for brokerage, ocean and terminal services shall be collected from the party requesting or requiring the service irrespective of whether the line haul charges are prepaid or collect. In the event the party requesting or requiring the service does not pay or is unwilling to pay, UPS Freight reserves the right to assess the charges against the payor of the freight charges.
6. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items, or publications referenced thereto. The term "series" implies the most current tariff in effect at time of shipment. Where an item suffixed with an alphabet letter, the letter A, cancels the original item not so suffixed, B cancels A, C cancels B. etc.
7. The charges shown in this tariff are NOT subject to any discounts or reductions.
8. All pricing agreements established by Carrier for its customers are subject to annual general rate increases, unless specifically stated otherwise in the pricing agreement.
9. Section 2 applies on Less than Truckload (LTL) and Truckload (TL) shipments originating in or destined to points in The Republic of Mexico.

ITEM 125-2

ABBREVIATIONS-STATES OF MEXICO

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

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

ITEM 135-2

BROKERAGE FEES

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

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

**UPS FREIGHT
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SECTION 2 - MEXICO**

ITEM 166-2

CARRIER LIABILITY

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

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

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

ITEM 430-2

COLLECT ON DELIVERY (COD) SHIPMENTS

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

ITEM 485-2

BORDER CROSSING

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

\$227.00 for Van or Set of Pups
\$146.50 for a Pup or Straight Truck

Note 1 The term "Van" refers to any trailer that exceeds 28 feet in length.

Note 2 The term "Pup" refers to any trailer that does not exceed 28 feet in length.

ITEM 560-2

EXTRA LABOR –LOADING OR UNLOADING

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

\$58.00 per hour or fraction thereof

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

ITEM 565-2

HAZARDOUS MATERIALS

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

Hazardous material shipments handled by Carrier originating or destined to points in the Republic of Mexico shall be assessed a surcharge of thirty percent (30%) of net freight charges subject to a minimum charge of \$30.50 and a maximum charge of \$279.00.

HANDLING RESTRICTED HAZARDOUS MATERIALS

In the event a shipment is inadvertently picked up or handled by Carrier and cannot cross the border due to hazardous restrictions, the freight will become undeliverable and handled in accordance with items 345 and 910-2. Charges applicable to such shipments will be the charge to the point the shipment was stopped and the charge for the return or to the new destination if reconsigned.

If the shipment can be stopped at origin prior to placing into line haul transportation, Carrier will return the shipment for a charge of \$5.26 per 100 lbs. with a minimum charge of \$40.50 and a maximum charge of \$479.00 per shipment.

ITEM 754-2

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

1. When shipper or Consignee requests pick up or delivery on a Saturday, Sunday, Holiday or during non-business hours (See item 135), the service will be subject to a charge of \$180.00 per person per hour, or fraction thereof, subject to a minimum charge of \$403.00 per person per day. Such charges shall be in addition to all other applicable charges.
2. Time shall be computed upon notification by the driver to the representative of the shipper or Consignee that the vehicle is available for loading or unloading and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Shipper or Consignee may request Carrier to place or pick up empty trailer(s) on Saturdays, Sundays, Holidays or during non-business hours even though the actual pickup and/or delivery of freight may occur on a day other than Saturday, Sunday, Holiday or occurs during normal business hours. The charges for this service will be as indicated in paragraph 1 above.
4. A request for pickup or delivery service on a Saturday, Sunday, Holiday or during non-business hours must be made in advance with the local servicing terminal. Carrier will accommodate the request where possible, but is not obligated to perform such services during non-business hours even if requested on the bill of lading.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Carrier before pickup or delivery will be made

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ITEM 754-2 (continued)

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

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

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

ITEM 815-2

CURRENCY EXCHANGE

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

ITEM 832-2

DIVERSION-MEXICO

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

\$94.50 per shipment

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

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

ITEM 910-2

STORAGE

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

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4th business day (See Note 1) the freight was detained or delayed.

UNDELIVERED FREIGHT DELAYED OR ABANDONED AT THE BORDER

- (1) If freight cannot be delivered or becomes abandoned at the border, or cannot be transported further because of an error or omission on the part of the shipper, Carrier will make a diligent effort to notify the shipper promptly that the freight is in storage and the reason thereof.
- (2) Undelivered shipments will be subject to applicable storage or detention charges.

Freight stored in Carrier's possession will be assessed a charge of \$2.79 per 100 lbs. or fraction thereof per 24 hours or fraction thereof, subject to a minimum charge of \$53.50 per shipment per each 24 hours and a minimum charge per shipment of \$93.00.

STORAGE WITHIN MEXICO

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

\$30.00 per day per shipment

Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. on the 4th business day (See Note 1) the freight was detained or delayed.

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

ITEM 915-2

TAXES AND DUTIES

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

END OF SECTION 2