



*Diamond Line*  
**DELIVERY**  
*"An Employee Owned Company"*

SCAC: DLDS  
 DOT # 887550  
 MC# 386888

**RULES TARIFF No. 100**

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,  
 (Except Household Goods)

BETWEEN  
POINTS IN

THE UNITED STATES and CANADA

AND  
POINTS IN

THE UNITED STATES and CANADA

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

**This Tariff Cancels and Replaces ALL the Carrier's Earlier Dated Rules of Operation. For Reference to Governing  
 Publications, Refer to Item 100.**

**EFFECTIVE: September 15<sup>th</sup>, 2022**

**DIAMOND LINE DELIVERY SYSTEMS, INC.**

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

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**GOVERNING APPLICATION – 100**

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise. This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, STB NMF 100, supplements thereto and subsequent re-issues thereof.

**FUEL SURCHARGE – 105**

The following table lists the fuel surcharge to be applied given the applicable West Coast (PADD5) self-service diesel price as provided by the U.S. Department of Energy.

When the fuel price is at		then apply the surcharge		When the fuel price is at		then apply the surcharge	
least...	below :	LTL	TL	least...	below .	LTL	TL
	(less than	(10,000 lbs.			(less than	(10,000 lbs.	
	10,000 lbs.)	or more)			10,000 lbs.)	or more)	
\$2.50	15.00%	18.00%		\$3.70	27.00%	30.00%	
\$2.55	15.50%	18.50%		\$3.75	27.50%	30.50%	
\$2.60	16.00%	19.00%		\$3.80	28.00%	31.00%	
\$2.65	16.50%	19.50%		\$3.85	28.50%	31.50%	
\$2.70	17.00%	20.00%		\$3.90	29.00%	32.00%	
\$2.75	17.50%	20.50%		\$3.95	29.50%	32.50%	
\$2.80	18.00%	21.00%		\$4.00	30.00%	33.00%	
\$2.85	18.50%	21.50%		\$4.05	30.50%	33.50%	
\$2.90	19.00%	22.00%		\$4.10	31.00%	34.00%	
\$2.95	19.50%	22.50%		\$4.15	31.50%	34.50%	
\$3.00	20.00%	23.00%		\$4.20	32.00%	35.00%	
\$3.05	20.50%	23.50%		\$4.25	32.50%	35.50%	
\$3.10	21.00%	24.00%		\$4.30	33.00%	36.00%	
\$3.15	21.50%	24.50%		\$4.35	33.50%	36.50%	
\$3.20	22.00%	25.00%		\$4.40	34.00%	37.00%	
\$3.25	22.50%	25.50%		\$4.45	34.50%	37.50%	
\$3.30	23.00%	26.00%		\$4.50	35.00%	38.00%	
\$3.35	23.50%	26.50%		\$4.55	35.50%	38.50%	
\$3.40	24.00%	27.00%		\$4.60	36.00%	39.00%	
\$3.45	24.50%	27.50%		\$4.65	36.50%	39.50%	
\$3.50	25.00%	28.00%		over \$4.70	Add 0.5% for each 5 cent increment		

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Tuesday. In the event the fuel price goes below \$1.15 per gallon, the surcharge will be removed for that period Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. Truck Load FSC will apply to any shipment where volume rates were applied, regardless of weight. The DOE fuel price information is available 24 hrs. at 202-586-6966 or on the internet at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

**DEFINITIONS**

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Inside delivery" as used herein, means in excess of thirty feet (30') of the nearest receiving area
- (3) The term "Inside delivery" as used herein, means in excess of thirty feet (30') of the nearest receiving area
- (4) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar
- (5) The term "Inside pick up" as used herein, means in excess of thirty feet (30') of the nearest shipping area
- (6) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (7) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (8) The term "Regular Working Day" shall mean any eight-hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (9) (The Term Non-Commercial or residential refers to private residences (including home based businesses), apartments, camps, dormitories, estates, and farms. Deliveries to the above are limited to the curb.
- (10)The term "Inside Delivery" at the above will be defined as delivery inside the garage. Entering the dwelling itself Will be termed a "White Glove" Delivery and charges will be based on the difficulty of the delivery.
- (11)The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (12)The term "Ton", as used herein, means 2,000 pounds, except where otherwise specifically provided.
- (13)The term "Legal Holiday" as used herein is defined as:

New Year's Day - Jan. 1

Independence Day - July 4

Thanksgiving Day - The 4th Thurs. in November

Christmas Day - Dec. 25

Memorial Day - The last Mon. in May

Labor Day - The 1st Mon. in Sept.

Day after Thanksgiving Day

When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday; when it falls on a Saturday, the Friday prior will be treated as the holiday. Accessorial services performed on holidays are at 150% of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

### **APPLICATION of RATES, GENERAL- Item 150**

Except as otherwise specifically provided, rates referencing this Tariff:

- (1) Are named in cents per unit specified;
- (2) Include one pickup and/or delivery for each shipment;
- (3) Do NOT include loading into NOR unloading from carrier's equipment.;
- (4) Are for truck and driver ONLY;
- (5) Are named and payable in lawful money of the United States;
- (6) Do NOT include the return of pallets or dunnage;
- (7) Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
- (8) Do NOT include traveling over unpaved roads;
- (9) Are for shipments with maximum dimensions of 102 inches in height from the ground to the top of the load or 27 feet in length or 102 inches in width
- (10) Does NOT include pickup, delivery or accessorial charges for Saturday, Sunday, or Holiday service. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)

### **APPLICATION of TARIFF- Item 160**

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

### **AIRPORT DELIVERY/PICKUP FEE- Item 350**

A \$25.00 per shipments fee will be added to all shipments either picked up or delivered from an airport or airport cargo facility.

## **BILL OF LADING GENERAL- Item 360**

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges, and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carriers Tariffs and Contracts will control and govern the movement of goods. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s) that signature ONLY acknowledges receipt of the freight and identifies entity to deliver. It is Not a contract for the cartage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier. When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party, either consignor, consignee, or third-party, the following charges and provisions will apply:

- (1) \$15.00 per each corrected bill of lading or letter of authority.
- (2) Corrected bills of lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to the acceptance of the carrier.
- (3) Corrected bills of lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected bill of lading has been signed by the consignor or once the shipment has been delivered, or if the shipment has been lost or damaged.
- (4) Corrected bills of lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been picked up.
- (5) Corrected bills of lading or letters of authority to change the freight class must be accompanied by the proper NMFC item number.
- (6) Changes in commodity description, weight, or pieces shall be accompanied by written documentation, such as original invoice or descriptive advertising copy.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper. Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to original tenor. Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".



### **BLIND SHIPMENT- Item 365**

Blind shipments will be assessed an additional charge of \$24.50.

### **CLAIMS and OVERCHARGES- Item 407**

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

- (1) Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
- (2) Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
- (3) Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
- (4) Suits for overcharges shall be instituted against any carrier no later than 6 months from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- (5) 6 months from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight for freight charges shall NOT be liable, and such claims need NOT be paid.
- (6) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim, or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- (7) Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principal place of business.
- (8) All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principal place of business.
- (9) This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer top section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

### **C.O.D SHIPMENTS- Item 430**

- (1) Collect on Delivery "COD" shipments will be accepted subject to a charge of 3% **of the COD amount collected, subject** to a minimum charge of \$25.00 per freight bill. Charges for collecting and remitting COD amounts will be assessed to the party paying the freight charges.
- (2) The letters "C.O.D." must be stamped, typed or written immediately before the name of the consignee and in block letters across the face of the bill of lading. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.
- (3) Unless the phrase "CASH ONLY" appears in RED letters at least 1 inch in height and ¼ inch thickness of stroke on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

### **COLLECTION & PAYMENT of CHARGES- Item 435-**

- (1) Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within 15 days from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within 30 days from the date on the carrier's invoice. Such invoices will be subject to a 1.5% finance charge with a \$5.00 minimum charge per month.
- (2) All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of \$20.00 per check so rejected.
- (3) The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- (4) If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- (5) This shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.

### **COLON, EXPLANATION and USE of- Item 450**

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

#### **CONVENTION/EXHIBITION CENTERS- Item 455**

Shipments to Conventions, Tradeshows, Exhibition Centers, Stadiums, Arenas, or places not normally open to the public. Will be assessed additional charges of \$4.00 cwt \$35.00 minimum charge \$350.00 maximum charge. Detention time may also apply'

#### **LAS VEGAS CONVENTION/EXHIBITION CENTERS- Item 456**

Shipments to Conventions, Tradeshows, Exhibition Centers, Stadiums, Arenas, or places not normally open to the public. In Las Vegas NV will be assessed a charge of \$5.00 per cwt \$200.00 minimum no maximum. Detention charges may also apply'

#### **DELIVERY at DESTINATION WITHOUT RECEIPT- Item 485**

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

#### **DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS- Item 500**

##### **(1) LOADING and UNLOADING**

Except as otherwise provided, rates referencing this Rules Tariff include 30 minutes for loading or waiting to load and 30 minutes for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded only 30 minutes free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged at the rate of \$30.00 per one-quarter ( $\frac{1}{4}$ ) hour or fraction thereof.

##### **(2) FERRY and GENERAL DELAY in TRANSIT**

Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of 30 minutes free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.

##### **(3) UNPAVED ROADS**

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

##### **(4) CUSTOMS DELAYS**

This same charge will apply on all delays in excess of 45 minutes when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.

### **DETENTION WITHOUT POWER UNITS- Item 510**

- (1) All charges incurred due to the detention of chassis containers will be billed against the shipment. Placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed
- (2) When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed

### **DIVERSION / RECONSIGNMENT- Item 512**

Diversion or Reconsignment is defined as a change in address of the consignee or a change in the shipment destination. Requests for reconsignment must be made and confirmed in writing. Carrier must be satisfied that the person making the request has the authority to do so. Conditional requests will not be accepted. Transportation charges shall be computed from original origin to final destination, when the diversion is made through the normal route movement. Requests for diversion must be made prior to attempted delivery. Transportation charges for reconsignment shall consist of original charges and charges from the point of diversion to the final destination. An additional charge of \$30.00 shall be assessed per diversion/reconsignment. Only entire shipments not portions may be reconsigned or diverted.

### **EMERGENCY TRIP- Item 515**

When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall compute charges on the following basis, if such computation creates a greater charge than that otherwise provided, subject to notes 1 and 2.

**\*\*CHARGE PER ONE WAY MILE \$5.00**

**\*\*HOURLY CHARGE FOR OTHER SERVICES \$150.00**

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

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

NOTE 2: Rates in this Item are subject to a minimum charge of \$275.00.

- a. Charge is for line haul ONLY, including driver, and does NOT include other services
- b. The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the "per hour" charges named labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee. The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading. Above. Extra labor shall be charged for as provided in Item 561. Time shall be recorded to the nearest unit 6 minutes (1/10 hour)

**EQUIPMENT - USE of MECHANICAL OR SPECIAL EQUIPMENT- Item 520**

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business. The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the "per hour" charges named labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee. The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading. Extra labor shall be charged for as provided in Item 561. Time shall be recorded to the nearest unit 6 minutes (1/10 hour) business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading.

**EXCLUSIVE USE of VEHICLE- Item 550**

When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item are subject to the applicable maximum legal carrying capacity of the vehicle for which the request is made, or which is required to transport the shipment. Exclusive use of driver and equipment will be charged at \$ 200.00 per hour or fraction thereof with a one hour minimum

"EXCLUSIVE USE OF VEHICLE REQUESTED BY \_\_\_\_\_ SHIPPER"

**EXTRA LABOR- Item 561**

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

EXTRA LABOR	PER HOUR	MINIMUM CHARGE
DAY – HOURS	OR FRACTION THEROF	PER MAN
Monday – Friday, 8 AM to 5 PM	\$75.00	1 Hour
Monday – FRIDAY, 5 PM to 8AM	\$112.50	1 Hour
Saturday or Sunday	\$150.00	2 Hours
Legal Holidays, (See Item 110)	\$200.00	2 Hours

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

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

**FRACTIONS, DISPOSITION OF- Item 565**

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

### **GROCERY WAREHOUSE FEE- ITEM 566**

All shipments destined to, or originating from, a Grocery Warehouse will have a fee added to the net freight charges of \$50.00. This includes food/grocery distribution centers and food service warehouses. Each shipment will be allocated 30 free minutes. After 30 minutes, detention will begin to accrue. See Item 500. If multiple shipments are delivering to, or picking up at the same time, the fee will be allocated across each shipment by percentage of weight for the entire stop. See exceptions below.

Shipments destined to, or originating from, any UNFI (United Natural Foods Inc.) Distribution Center, will have a \$400 fee added to each shipment. This is in addition to the net linehaul charges applicable.

### **HAZARDOUS MATERIALS- Item 567**

Refer to 49 CFR for provisions governing the movement of Hazardous Materials. A shipment of Hazardous Materials accepted for transportation will be rated at the rates and charges otherwise applicable to shipment, subject to an additional Hazardous Materials charge of \$15.00 per shipment.

### **IMPRACTICABLE OPERATIONS- Item 570**

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys or because of riots. In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract. Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than reasonable dispatch.

### **LICENSES, TEMPORARY HIGHWAY- Item 575**

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

**LIMITATION of CARRIER LIABILITY- Item 600**

Unless subject to lower levels of liability, the maximum value per pound will be arrived at by determining the actual Class or the FAK class exception of the articles shipped.

Rated Class	50	55	60	65	70	Maximum Liability per occurrence
Liability Limit per Pound	\$1.10	\$2.00	\$2.35	\$3.95	\$5.00	100,000.00
Rated Class	77.5	85	92.5	100	110	Maximum Liability per occurrence
Liability Limit per Pound	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	100,000.00
Rated Class	125	150	175	200	250-500	Maximum Liability per occurrence
Liability Limit per Pound	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	100,000.00

Exception rating, pallet rates, special commodity rate, and/or truckload rates shall have a maximum liability of \$1.00 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$1.00 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$1.00 per pound. Carriers maximum liability per occurrence shall not exceed \$100,000.00.

Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed \$0.10 per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item. Carrier will provide or furnish excess declared value insurance or excess liability coverage under the terms of item 601 in this tariff however writing "Declared value" on the bill of lading is not a substitute for "Full Value Coverage". Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by the carrier. Labor rate for damaged articles limited to \$35.00 per hour. Carrier will not be liable for any type of consequential, special indirect or exemplary damages including but not limited to loss of income or profits regardless whether or not the carrier knew or should have known such damages might be incurred. Maximum liability for incandescent, fluorescent or other types of lighting bulbs or tubes shall be limited to \$0.50 per pound per package. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for loss or damage will be based on the lowest value of any commodity contained in the shipment.



## **FULL VALUE COVERAGE- Item 601**

The debtor of the shipment may request "Full Value Coverage" only as set forth in this section. Shipments not requesting "Full Value Coverage" shall be governed by any and all limitations set forth in Item 600 herein, or other tariffs, contracts or in the NMFC.

Only shipments rated using the current DLDS500 tariff at actual class with no discount applied will be eligible for "Full Value Coverage".

The charge for "Full Value Coverage" will be \$0.65 per \$100.00 of Full Value Coverage requested, subject to a maximum of \$50,000.00

Full Value Coverage per shipment and subject to a \$55.00 minimum.

This charge is in addition to any applicable freight charges and is not subject to any discount. The charge will be payable by the party responsible for payment of the freight charges.

**Note 1:** Commodities tendered for shipment with an invoice value exceeding the maximum liability stated in Item 600 will be considered to be "Full Value" shipments".

**Note 2:** To request "Full Value Coverage" by stating on the Bill of Lading "Full Value Coverage" requested in the amount of \$\$. \$\$

**Note 3:** "Full Value Coverage" includes the amount of the invoice supplied by the Consignor or Consignee, plus the pre-paid or collect freight charges not included in the invoice plus 10% calculated as follows.

1. Invoice amount, \$30,000.00 plus freight charges of \$300.00= \$30,300.00.
2. Amount of coverage \$30,300.00 multiplied by 110% = \$33,330.00
3. Charge at \$0.65 per \$100.00 = \$33,330.00/100 multiplied by \$0.65 = \$216.65

**Note 4:** Maximum liability for "Full Value Coverage" shall be \$50,000.00 per shipment.

**Note 5:** In no event shall the "Full Value Coverage" exceed the actual invoice value of the commodity shipped including the "Full Value Coverage".

**Note 6:** For coverage to be valid, commodity must be NEW and properly packaged per NMFC guidelines. Fully refurbished items that are sold as "new" with a warranty will be considered new.

**Note 7:** The following articles are not eligible for coverage.

- 1: Articles listed in Item 780
- 2: Musical instruments including Pianos
- 3: Household goods, Antiques, Artwork including paintings, drawings, statues, rare books, and other works of art.
- 6: Contraband, property or goods in the course of illegal transportation or trade.
- 7: Live animals

**Note 8:** The provisions of this shall also not apply in the case of loss or damage or any expense attributable to, caused by, or Resulting from.

- 1: Delay, loss of market, loss of use, interruption of business, or any consequential loss.
- 2: Ordinary loss of weight or volume, ordinary leakage, rust, oxidation, or discoloration.

**Note 9:** Concealed damage must be reported within five (5) business days of delivery, resultant claims will be on a case by case basis.

**Note 10:** Marking a Bill of Lading "Full Value Coverage" does not constitute an agreement of coverage. The Bill of Lading must be clearly state "Full Value Coverage" with a corresponding Quote Number.

**Note 11:** Carriers acceptance of "Full Value Coverage" liability is not and shall not be construed as insurance of any kind. Carrier's liability on "Full value coverage" is governed by the same standards of liability set forth in Item 600 of this tariff. If the shipper wishes to have insurance on the goods being transported it must be acquired through a third party.

#### **LIMITED & DIFFICULT ACCESS PICKUP OR DELIVERY- Item 606**

Shipments picked up or delivered to locations more than five (5) miles from a serviced municipality or on an unpaved road or with limited, delayed or difficult access (such as but not limited to customers with unique access, camps, construction sites, dams, farms/ranches mines, or mini storage units) shall be subject to an additional charge of \$8.50 per cwt subject to a minimum charge of \$125.00.

#### **LIFTGATE PICKUP OR DELIVERY/GROUND SERVICE- Item 607**

1. Item must not exceed 2,500 pounds.
2. Item must not exceed 86 inches in length or width.
3. Requests for liftgate or ground service must be in writing on the Bill of Loading or load tender given to the carrier at time of interchange. If the request for liftgate service is not made on the shipping papers and it is required, the driver will make notation of that on the Delivery Receipt and the consignee will complete a legible signature and such charges will be added to the shipment.
4. All shipments 101 pounds or greater will have a liftgate charged assess to the shipment unless a loading dock or forklift is available.

All items requiring this service will be charges a \$45.00 minimum fee at the rate of \$2.50 CWT with a maximum charge of \$150.00.

**OVERSIZE or OVER DIMENSION SHIPMENTS - Item 612**

- (1) Shipments that are greater than 8 (eight) feet but less than 12 (twelve) feet, in any direction, will be subject to an additional charge of \$180.00 addition to normal applicable freight charges.
- (2) Shipments that are greater than 12 (twelve) feet but less than 16 (sixteen) feet, in any direction, will be subject to an additional charge of \$300.00 in addition to normal applicable freight charges.
- (3) Shipment that are greater than 16 (sixteen) feet but less than 20 (twenty) feet, in any direction, will be subject to an additional charge of \$600.00 in addition to normal applicable freight charges.
- (4) Shipment that are greater than 20 (twenty) feet but less than 27 (twenty-seven) feet, in any direction, will be subject to an additional charge of \$1100.00 in addition to normal applicable freight charges.
- (5) No articles exceeding 27 (twenty-seven) feet will be accepted.
- (6) Provisions in this item will not apply to truckload or exclusive use rates.

**MARKING, TAGGING, SORTING or SEGREGATING of FREIGHT - Item 620**

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of \$1.80 per 100 pounds, subject to a minimum charge of \$18.00.

**LUMPER FEES - Item 621**

Lumper service fees are not included in carriers’ rates. When a customer requests or requires Lumper Service for pick up or delivery. The lumper fees accrued by the carrier shall be added to the bill with an added \$15.00 processing charge.

**MIXED SHIPMENTS - Item 642**

Except as otherwise provided, when rates referencing this Tariff apply to any commodity descriptions which are not accurately described on the bill of lading, or missing, the rate will be based on the density of the total shipment.

Density	Class	Density	Class	Density	Class
Less than 1 pcf	500	6 pcf but less than 7 pcf	150	13.5 pcf but less than 15 pcf	77.5
1 pcf but less than 2 pcf	400	7 pcf but less than 8 pcf	125	15 pcf but less than 22.5 pcf	70
2 pcf but less than 3 pcf	300	8 pcf but less than 9 pcf	110	22.5 pcf but less than 30 pcf	65
3 pcf but less than 4 pcf	250	9 pcf but less than 10.5 pcf	100	30 pcf but less than 35 pcf	60
4 pcf but less than 5 pcf	200	10.5 pcf but less than 12 pcf	92.5	35 pcf but less than 50 pcf	55
5 pcf but less than 6 pcf	175	12 pcf but less than 13.5 pcf	85	50 pcf or greater	50

**PAYMENT of FREIGHT CHARGES- Item 720**

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper’s broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing. See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.

**PERMITS, SPECIAL- Item 740**

When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus \$25.00 per 15 minutes or fraction thereof with a minimum charge of \$100.00 for the account of the shipper or consignee.

**PICKUP/DELIVERY ABOVE or BELOW the ENTRY FLOOR- Item 751**

With elevator or escalator \$4.00 per cwt \$75.00 min. \$335.00 max. Without elevator or escalator \$6.50 per cwt \$45.00 min per floor

**PICKUP/DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS - Item 754**

- (1) The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
- (2) Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$ 325.00 plus freight per pickup or delivery.
- (3) Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made.
- (4) See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays.

**PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED - Item 780**

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

- (1) Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, Original Artwork, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery shall not be assumed.
- (2) Explosives, dangerous goods or property, or Class A Hazardous Materials which, in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- (3) Livestock and household pets will NOT be accepted for transportation.
- (4) Used vehicle components e.g. engines, transmissions, etc. containing fluids, must be completely drained. Shipper of such components shall bear the cost of any claim resulting in damage to adjacent freight.

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

### **PROOF of DELIVERY - Item 781**

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of \$10.00 per Proof of Delivery "POD" request.

### **PICKUP AND DELIVERY PROVISIONS - Item 800**

- (1) Shipments which cannot be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.
- (2) In the event that redelivery is subsequently accomplished, an additional charge of \$5.00 per cwt will be assessed, subject to a minimum of \$65.00 and maximum of \$ 350.00 except those shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.
- (3) If consignee elects to pick up at destination terminal, the charge is \$2.20 per cwt, subject to a minimum of \$28.00 and maximum of \$ 150.00.
- (4) 24 hours after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the **part** of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (5) Shipments returned to the shipper will be charged for such return at an additional 100% of the outbound rate.
- (6) Storage - All shipments will have three (3) days free storage. If after the third day delivery is unable to be made, then the shipment will incur storage at a rate of \$3.50 per cwt, subject to a Minimum Charge of \$8.00. These storage charges are billed on a "per day" basis.
- (7) Truckload Rates –
  - a) Trailers will not exceed 28' in length.
  - b) Maximum allowable weight will be 22,000 lbs. per trailer.
  - c) Shipper will provide loading and consignee will provide unloading.
  - d) Rates will be based on miles from the shipper's dock to destination. Contact customer service at 866-933-8733 for quotes.

Same-day Definite Delivery - Carrier will charge a mileage fee of \$2.25 for each one-way mile, subject to a Minimum Charge of \$45.00.

#### **ADDITIONAL CHARGES FOR SPECIAL SERVICES - Item 805**

- (1) Inside delivery or pick up ground floor, \$4.50 per cwt. \$50.00 minimum \$335.00 Max. For above or below ground level see item 751
- (2) Attempted pick up or delivery \$25.00
- (3) Appointment / Notification fee \$15.00
- (4) Package/Debris removal \$40.00
- (5) Residential Delivery \$4.50 cwt, \$60 minimum, \$ 450 Max.
- (6) Deliveries to warehouse(s) 6:00 P.M. and 4:00 A.M. are subject to a \$1.50 cwt charge with a \$150.00 Minimum.

#### **REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC. - Item 810**

Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff. When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that item. If, however, two or more items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the page on which the reference is made.

#### **SHIPPER'S LOAD and COUNT (SLC) - Item 815**

When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior off the container are the responsibility of the shipper or consignee. When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.

#### **SPECIAL CHARGES - BRIDGE AND FERRY CHARGES, TOLLS - Item 820**

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

**WEIGHT AND INSPECTION FEE- Item 821**

A \$20.00 charge will be assessed to any shipment where an inspection is performed and the incorrect class or weight are listed on the Bill of Lading which lead to a change to the freight bill or it's charges. This fee will be in addition to the difference from the old freight charges and the new freight charges. In the event that a shipment, or shipments, are tendered to Diamond Line and the Bill of Lading does not contain a sufficient description of the freight or is too vague to determine the shipments classification, the \$20.00 Weight & Inspection fee will be applied.



## **GURANTEED SERVICE - Item 825**

For "Guaranteed Service" where available the following conditions will apply.

- (1) All Guaranteed Service must be arranged through Customer Service cs@dlds.com or 1-866-933-8733
- (2) Guaranteed Standard Service. Shipment is guaranteed to deliver between 8:00 A.M. and 5:00 P.M on the normal scheduled delivery day. The fee for this service is 20% of the net line haul charges 1.20 factor \$20.00 minimum charge.
- (3) Guaranteed by Noon. Shipment is guaranteed to deliver by noon on the normal scheduled delivery day. The fee for this service is 30% of the net line haul charges 1.30 factor Minimum charge \$30.00
- (4) Guaranteed before 10:00 A.M. The shipment is guaranteed to deliver by 10:00 A.M. on the normal scheduled delivery day. The fee for this service is 50% of net line haul charges 1.45 factor Minimum charge \$60.00
- (5) Guaranteed before 8:00 A.M. The shipment is guaranteed to deliver by 8:00 A.M. on the normal scheduled delivery day. The fee for this service is 60% of net line haul charges 1.60 factor Minimum charge \$85.00
- (6) If a BOL is accepted requesting Guaranteed Service that was not arranged through Customer Service Diamond Line will attempt to provide the service but is not obligated to do so and the shipper will be billed accordingly.

**Note 1:** Guaranteed Service will not apply on shipments that contain poisons, radioactive materials, explosives, or requiring protective service.

**Note 2:** Pre appointed shipments will be considered Guaranteed Shipments regardless of whether that or any other service is requested on the BOL

**Note 3:** COD shipments, weekend and holiday deliveries, shipments destined to convention centers or exposition centers, private residences, volume loads those over 10,000 lb. are not eligible for Guaranteed Service.

**Note 4:** Diamond Line will not be obligated to cancel Guaranteed charges if one or more of these conditions exist.

- a) Diamond Line arrives prior to or within the guaranteed service commitment
- b) Act of God, acts of public authorities, riots, strikes, lockouts, act of omission by shipper or consignee, or other causes beyond Diamond Line control. This includes but is not limited to highway, road, bridge, or tunnels closures, or obstructed or otherwise impassable during shipment.
- c) Shipments that require special handling equipment or are delayed by special requirements of the consignee or is by no fault of Diamond Line picked up late as to delay as to keep the shipment from making line haul schedule.
- d) Consignee is not available to receive shipment.
- e) Consignee requires or request redelivery
- f) Shipment requires an appointment and appointment time conflicts with Guaranteed Service time.

**CALIFORNIA CLEAN AIR COMPLIANCE SURCHARGE- Item 846**

All shipments originating from or destined to the state of California will have a \$10 compliance surcharge applied to the net invoice amount.

**CUSTOMS MANIFEST FEE CANANDA/ UNITED STATES - Item 830**

Shipments requiring border crossing and Customs Clearance between the United States and Canada are subject to a \$27.00 document handling fee.

**CUSTOMS BOND SHIPMENTS - Item 835**

- (1) Shipments moving from the United States to Canada are placed under Customs Bond, or delivery under United States Custom supervision is required by carrier, a charge of \$6.00 per CWT with a minimum charge of \$80.00 and a maximum charge of \$250.00 shall be assessed.
- (2) 2. Shipments moving from Canada into the United States are placed under Custom Bond or delivery under Customs supervision, a flat charge of \$150.00 plus applicable warehouse, storage, and distance fees shall apply.

**CUSTOM CLEARANCE and HANDLING / SPECIAL - Item 840**

When consignee requests custom clearance and handling of a shipment destined to points in Canada , outside of regular customs hours, a charge of \$125.00 shall be assessed in addition to other applicable charges.

**CUSTOM EXAMINATION FEE - Item 845**

Where inspection or examination is required by Customs, a fee of \$110.00 will apply.

**CUSTOM EXIT FEE - Item 850**

When a Customs Examination is required and results in changing the process and changing the paperwork and update the Custom system, a fee of \$65.00 will apply.

**CUSTOMS FOOD & DRUG ADMINISTRATION INSPECTION FEE - Item 860**

When Customs require an inspection to meet Food and Drug Administration compliance, a charge of \$8.25 per cwt, with an \$80.00 minimum.

**CUSTOMS RE-MANIFEST FEE - Item 865**

When a shipment requires a re-manifesting to clear customs, a \$65.00 fee will apply.

**CUSTOMS INTERNATIONAL SECURITY CHARGE - Item 870**

A security fee of \$10.50 will apply to all shipments crossing the United States and Canadian border.

### CALIFORNIA REMOTE SURCHARGES – 898

The following California zip codes have an \$18.00 Pickup and delivery charge in addition to all applicable charges Zip codes for California Coast

94508	94956	95420	95451	95501	95548
94564	94957	95421	95452	95502	95551
94904	94960	95422	95453	95503	95552
94914	94963	95423	95454	95511	95553
94920	94964	95424	95456	95514	95554
94922	94965	95425	95457	95518	95555
94923	94966	95426	95458	95519	95556
94924	94970	95427	95459	95521	95558
94926	94971	95428	95460	95524	95559
94927	94972	95429	95461	95526	95560
94928	94973	95430	95462	95527	95562
94929	94974	95431	95465	95528	95563
94930	94975	95432	95466	95531	95564
94933	94976	95433	95468	95532	95565
94937	94977	95435	95469	95534	95565
94938	94978	95436	95470	95536	95567
94939	94979	95437	95471	95537	95568
94940	94998	95441	95472	95538	95570
94941	95410	95442	95480	95540	95571
94942	95412	95443	95482	95542	95573
94945	95415	95445	95485	95543	95585
94946	95417	95446	95488	95545	95587
94950	95418	95449	95490	95546	95595
94951	95419	95450	95494	95547	96137



The following California zip codes have an \$45.00 Pickup and delivery charge in addition to all applicable charges. Zip codes for the San Francisco area are:

94018	94120	94144
94019	94121	94145
94037	94122	94146
94044	94123	94147
94101	94124	94151
94102	94125	94153
94103	94126	94154
94104	94127	94156
94105	94128	94158
94107	94129	94159
94108	94130	94160
94109	94131	94161
94110	94132	94162
94111	94133	94163
94112	94134	94164
94114	94137	94171
94115	94139	94172
94116	94140	94177
94117	94141	94188
94118	94142	94199
94119	94143	



The following California Zip codes have a \$60.00 Limited Access charge that are within the commercial delivery areas.

The zip codes are:

90094	90291
90209	90292
90210	90293
90211	90294
90212	90295
90213	90296
90230	90401
90231	90402
90232	90403
90233	90404
90254	90405
90263	90406
90264	90407
90265	90408
90266	90409
90267	90410
90272	90411
90274	90710
90275	90717
90277	90742
90278	90743
90290	

The following California point specific remote surcharges apply to all pickups or deliveries within the following zip codes:

Town/ Community	State	Zip	Charge
Adelanto	CA	92301	\$75.00
Aguanga	CA	92356	\$60.00
Angelus Oaks	CA	92305	\$60.00
Anza	CA	92359	\$60.00
Apple Valley	CA	92307	\$75.00
Apple Valley	CA	92308	\$75.00
Crestline	CA	92325	\$60.00
Forest Falls	CA	92339	\$75.00
Green Valley Lake	CA	92341	\$60.00
Helendale	CA	92342	\$75.00
Hemet	CA	82344	\$75.00
Hesperia	CA	92340	\$75.00
Hesperia	CA	92345	\$75.00
Lytle	CA	92358	\$60.00
MT. Baldy	CA	91759	\$60.00
Oro Grande	CA	92368	\$60.00
Pioneertown	CA	92268	\$60.00
Yucca Valley	CA	92286	\$60.00
Phelan	CA	92371	\$60.00
Pinon Hills	CA	92372	\$60.00
Rimforest	CA	92378	\$60.00
Running Springs	CA	92382	\$60.00
Skyforest	CA	92385	\$60.00
Twin Peaks	CA	92391	\$60.00
Victorville	CA	92392	\$75.00
Victorville	CA	92393	\$75.00
Victorville	CA	92394	\$75.00
Wildomar	CA	92395	\$75.00
Wrightwood	CA	92397	\$60.00
Idyllwild	CA	92546	\$60.00
Mountain Center	CA	92561	\$60.00
Carpinteria	CA	93013	\$75.00
Carpinteria	CA	93014	\$75.00
Llano	CA	93544	\$60.00
Valyermo	CA	93563	\$60.00

### **SPECIFIC REMOTE PICKUP/DELIVERY CHARGES – Item 899**

Remote Destination Charges for stated zip codes or town/communities, along with the level of service provided. Note that the zip code listed may be associated with many non-mentioned communities or towns. A Full listing can be found by following the link below to Exhibit A of the Diamond Line Delivery Rules Tariff. All remote fees are subject to change without notice. All Indirect service points should be quoted prior to shipment tender in the event our marketing partners modified their remote fees without notice.

<https://www.diamondlinedelivery.com/wp-content/uploads/2022/09/Diamond-Line-Remote-Points-9.15.22.xlsx>

### **SUMMARY INVOICES – Item 910**

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

### **VEHICLES FURNISHED, BUT NOT USED – Item 985**

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of \$1.50 per mile, subject to a Minimum Charge of \$75.00.

### **CAPACITY AND DENSITY CALCULATIONS – Item 986**

Shipments that occupy 750 cubic feet or more and have a density of 4 (four) pounds per cubic foot or less shall be rated at class 200 less any applicable discount. Provisions of this item will apply in lieu of any negotiated FAK's unless FAK is higher than class 200. This item will not apply when the actual class is above class 200. Multiple shipments from the same shipper on the same day going to the same consignee shall be consolidated and rated as a single shipment if the capacity and density rule applies.

### **OCCUPIED SPACE – Item 990**

To determine compensatory rates for space utilized on carrier's equipment, freight that cannot be stacked on or that is too heavy to stack on other freight, or is configured such that it cannot be stacked on or stacked on top of other freight. Will be measured from the base of the freight to the ceiling of the trailer. This measurement will be used to the density of the freight. For classification by NMFC density classification rules. Will not apply when racking or decking is used. Applies regardless of agreed FAK's. Agreed discounts will apply.



**WEIGHTS, MINIMUM LINEAL FOOT REQUIREMENTS – Item 991**

In the absence of a stated maximum weight per pallet in individual contracts or agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Pallets exceeding the agreed weight or two thousand (2,000) pounds will be rated at class with applicable discount. A pallet is defined as not exceeding 48"x48"x52".

**WEIGHT in the CALCULATION of PALLET RATES – Item 992**

In the absence of a stated maximum weight per pallet in individual contracts or agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Pallets exceeding the agreed weight or two thousand (2,000) pounds will be rated at class with applicable discount. A pallet is defined as not exceeding 48"x48"x52".

**WEIGHTS, GROSS WEIGHTS USED – Item 993**

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin. When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$25.00.

## **BILL of LADING CONTRACT TERMS and CONDITIONS- Item 2100**

### **Section 1**

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

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

### **Section 2**

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

### **Section 3**

(a) As a condition precedent to recovery, claims must be filed in writing within writing with any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months

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

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

### **Section 4**

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

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

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the

carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

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

#### **Section 5**

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

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

#### **Section 6**

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

#### **Section 7**

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

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

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

#### **Section 8**

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

#### **Section 9**

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

### SUMMARY TABLE

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

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
Absorption of Charges, Advancing Charges	Must see Item	Must see Item	300
Blind Shipment	\$24.50	\$24.50	365
Canadian Border Fees	Must see Item	Must see Item	830-870
C.O.D. (Collect on Delivery)	3.0% of collection	\$25.00	<b>430</b>
Collection of Charges	Must see Item	Must see Item	435
Detention or Delay	\$30.00 / ¼ hour after free time	30 min. free time	500
Detention Without Power Units	\$40.00 / 24 hrs. after 24 hrs.	\$40.00	510
Dimensional Weight	Must see Item	Must see Item	990
Diversion / Reconsignment	\$30.00	Must see Item	800
Emergency Trip	Must see Item	Must see Item	515
Fuel Surcharge	Must see Item	Must see Item	105
Hazardous Materials Charge	\$15.00	\$15.00	567
Inside Delivery	\$4.50 per cwt	\$50.00 MIN / \$ 335.00 MAX.	<b>805</b>
Liability, Limitation of	Must see Item	Must see Item	600
Liftgate Pickup/Delivery	\$2.50 per cwt	\$45 MIN/\$150 MAX	607
Limited & Difficult Access Pickup and Delivery	\$8.50 per cwt	\$125.00 Minimum	606
Long Freight	Must see Item	Must see Item	612
Marking, Tagging, Sorting of Freight	\$1.80 per CWT	\$18.00	<b>620</b>
Permits, Special	Cost plus \$ 30.00 per permit	\$30.00	740
Pickup or Delivery Above or Below Entry Floor	Must see Item	Must see Item	751
Pickup or Delivery on Sundays & Holidays	\$260.00 per P/U or Delivery or \$175	(Also See Item 110 )	754
Proof of Delivery after 1 free POD / shipper / month	\$10.00 per POD	\$10.00	860
Redelivery, Return Shipments, and Storage	Must see Item	Must see Item	800
Residential Delivery	\$4.50 per CWT	\$60.00 MIN / \$ 450+.00 MAX.	805
Special Services	Cost + 10%	Must see Item	900
Specific Remote Destination Charges	Must see item	Must see item	985
Vehicles Ordered But Not Used	\$ 1.50 per mile	\$75.00	993
Weighing, (Also See Items 991 and 992)	Cost plus \$25.00 per weighing	Cost plus \$25.00	561

### EXTRA LABOR/TWO MAN PICKUP/DELIVERY CHARGES

EXTRA LABOR	PER HOUR	MINIMUM CHARGE
DAY – HOURS	OR FRACTION THEROF	PER MAN
Monday – Friday, 8 AM to 5 PM	\$75.00	1 Hour
Monday – FRIDAY, 5 PM to 8AM	\$112.50	1 Hour
Saturday or Sunday	\$150.00	2 Hours
Legal Holidays, (See Item 110)	\$200.00	2 Hours

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