



Rules Tariff - Terms and Conditions
Effective January 2, 2023

1. Current Edition:

This notice supersedes and negates any claimed oral or written contract, promise, representation, or understanding between the parties, except to the extent of any individual published exception to this tariff (in which a written copy would have been provided to the participant in such pricing program) or a written contract signed by an authorized representative of CARRIER.

2. Loss and Damage Liability

Liability for loss, damage or destruction to any shipment will be limited to a released value per pound as shown as below:

Limit of Liability per Pound	Description	NMFC	Maximum Payout per Occurrence
\$0.50	Spot Rates, Volume Rates, LTL Rates, Pallet Rate	All	\$50,000.00

3. Cargo Claim Filing

All Cargo claims must be filed with us within three (3) days of the date of delivery.

4. Loading and unloading process

For the loading process the shipper is in charge to load the freight into the truck, if the shipper needs help from the driver (man-power, lift gate, sort and seg, etc) please note we will charge an extra fee for it. All charges are in our Rules Tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.

For the unloading process the consignee is in charge to unload the freight from the truck, if the consignee needs help from the driver (man-power, lift gate, sort and seg, etc) please note we will charge an extra fee for it. All charges are in our Rules Tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.

4.1. Extra Labor - Loading or unloading

When requested by the shipper or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, we will charge an extra fee for it. Extra charges are in our rules tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.



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5. Tariff information

Tariff information provided on our web site is for informational purposes only. All shipments are subject to tariffs in effect on the date of shipment lawfully filed. To know actual rules tariff please check our Rules Tariff document

6. Inside Pickup/Delivery

A) When requested by shipper or consignee and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to the inside of the shipper/consignee location.

Extra charges are in our rules tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.

B) Carrier will have no liability or responsibility for damages or injury to persons or property resulting from Inside Pickup/Delivery services performed by carrier.

C) Consignor or consignee requesting that carrier perform Inside Delivery services will indemnify, protect, save and hold harmless carrier from any claims, liabilities, losses, damages, cost and expenses, of any kind imposed upon, incurred by or asserted against carrier, arising from, connected with or resulting from the Inside Pickup/Delivery services

7. Impracticable Operations

In no case shall the carrier be required to perform pickup or delivery service at any location from or to which, in the sole determination or discretion of carrier, it is impracticable to operate vehicles because of the condition of roads, streets, driveways, alleys or approaches thereto, inadequate loading or unloading facilities or any riot.

8. Same Day Delivery Service

305 Express will try to pick up and deliver on the same day if the pick up is scheduled by or before 11:00 am.

In case we can't deliver on the same day we will notify the customer on time and will deliver the next business day by or before noon.



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9. Service Failure - Reimbursements

In the case we can't pick up and/or deliver on the same day we will notify the customer on time. In non case we will provide any reimbursement for non pick up or deliver on the same day.

10. Limitation of Size and Weight

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property of the use of vehicles and facilities.

11. Over Dimensions Freight

On shipments containing articles with a length or width dimension in feet as noted in the table below, will have a charge added to the otherwise applicable rates and charges after discount, as noted in the table below:

Feet / Inches	Cost/Piece
8 - 11.9 (96 - 143 inches)	\$35.00
12 - 26 (144 - 312 inches)	\$70.00

12. Pick Up or Delivery - Private Residences and Non-Commercial - Limited Access

A) Residential - Private Residences - Shipments picked up at or delivered to Private Residences or Apartments. Signature Fee applicable. No signature delivery available.

B) Limited Access – non-commercial - Camps, Churches, Construction Sites, Convents, Country Clubs, Estates, Golf Courses, Farms, Marinas, Military bases, Mini-storage warehouses, Non-Commercial Locations; Nursing homes, Prisons, Rectory or Schools, Yacht Clubs and other such locations.

C) Service under this item provided to floors above or below the level accessible to carrier's vehicles only when elevator or escalator service is available, and labor when necessary to operate it is provided without cost to the carrier.

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13. Notification Prior to Delivery

When any shipment is tendered for delivery, with a request that the consignee be notified by any means whatsoever, a charge of \$15.00 will be assessed; such charge to be in addition to all other lawful and legal charges.

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14. Packing or Packaging Requirements

The carrier (driver) can refuse to pick up any freight if we consider it's not properly packaged. If we accept to move an unpacked and/or unprotected shipment we will not be responsible or liable for any loss or damages.

15. Pick up and Delivery Service - After Hours

Any pickup or delivery, made at the request of the shipper or consignee, to be made after 5:00 PM and/or before 8:00 AM, Monday thru Friday, will be considered (After Normal Weekday Hours of Service) and will be subject to an extra charge. All extra charges are in our Rules Tariff

16. Prohibited or Restricted Articles

A) Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

Bank bills	Museum exhibits or articles of antiquity (See Note 3)
Carbon Black	Notes (bank)
Currency, other than coin (See Note 1)	Original works of art (See Note 4)
Deeds	Postage Stamps
Drafts	Precious Stones
Firearms – assembled and unassembled	Revenue Stamps
Jewelry, other than costume or novelty jewelry	Valuable papers of any kind
Letters, with or without stamps affixed (See Note 2)	

If the customer, shipper, consignee or the person in charge of creating the Bill of Lading or the document to move the freight is showing a different commodity (description of the freight) but the real commodity is one of the mentioned before the carrier will not be responsible or liable for any loss or damage of the freight.



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B) Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carriers' equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment, be refused.

C) Cigarettes and Tobacco Products

17. Reconsignment or Diversion

For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- A) A change in the name of the shipper or consignee
- B) A change in the place of delivery
- C) Relinquishment of shipment at point of origin
- D) A change in the street, building, suite, apartment of the shipper or consignee

Extra charges are in our rules tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.

18. Redelivery

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to an extra charge.

Extra charges are in our rules tariff. We will charge to the customer that requested the movement of the freight and not to the shipper nor the consignee.

19. TONU - Pick Up Attempt - Vehicle Furnished But Not Used

When carrier upon receipt of a request to pick up a shipment or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault, or negligence on the part of the carrier, vehicle is not used, a charge of \$45.00

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20. Sort and Segregating Charges

When shipments tendered for distribution are loaded according to sizes, brands, flavors and/or other distinguishing characteristics, rather than by lots or units destined to each consignee, a segregating charge of \$2 per package. \$15.00 minimum charge

21. Storage

Freight held in carrier's possession by reason of an act or omission of the consignor or owner, or for customs clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to an extra charge of \$3.00 / CWT (100lbs) per 24 hours or fraction 100 Lbs (Min \$80.00)

22. Undeliverable Freight

Undelivered shipments that are returned to the initial shipper will be subject to applicable rates and charges in effect from the point of return on the date of return.

23. Blind Shipments

Upon written instructions received by the carrier prior to receipt of shipment at point of origin, accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, subject to the following conditions:

- A) Carrier will have no responsibility or liability for incorrect billing or delivery of the blind shipment
- B) Customer must send clear instructions and documents to move the freight before the shipment is picked up