



Oak Harbor Freight Lines, Inc.

Bringing Peace of Mind, Since 1916

OAKH 100 Rules and Additional Charges

Effective: April 22, 2024



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Item 050 GOVERNING PUBLICATIONS

Except where specific exceptions are made hereto, shipments moving via Oak Harbor Freight Lines, Inc. shall be subject to the National Motor Freight Classification (STB NMF100 Series), OAKH100 Rules and Additional Charges, Oak Harbor Freight Lines Points and Service File and individually negotiated pricing agreements and contracts between Oak Harbor Freight Lines and its customers.

1. The National Motor Freight Classification (NMFC) may be referenced from time to time herein or in other Oak Harbor written documents as the NMFC, NMF100 Series or Class IT (Web based NMFC).
2. Oak Harbor Freight Lines, Inc. may be referenced from time to time herein or in other Oak Harbor written documents as Oak Harbor, Oak Harbor Freight Lines, OAKH or carrier.

Item 051 SPOTTED / DROPPED TRAILERS - UNLOADING

When Carrier drops its trailer(s) at Consignee's facility for the purpose of Consignee unloading such trailer(s) and Carrier leaves the trailer(s) unattended during such unloading process, or when Carrier's personnel is denied access to the dock to witness the off load, the following procedures will govern Carrier's handling of said shipments.

1. Carrier will provide a signed/dated copy of the Delivery Receipt for each shipment said to be loaded on the trailer(s).
2. Carrier will clearly mark each Delivery Receipt with "Spotted Trailer" and "Trailer Number".
3. Consignee (Receiver) will provide the Carrier a counter signed signed/dated Delivery Receipt/s at the time the trailer is dropped.
4. Carrier will consider all freight as "Delivered Clear", without written notification from the Consignee (Receiver) of exceptions within 24 hours of the trailer/s being dropped. In the event of damage exceptions, the Consignee will also provide supporting photos.
5. Any exception noted by the Consignee (Receiver) and reported to the Carrier within the specified time limits, will be the responsibility of the Carrier, with the exception of Shipper Load Count (SLC) trailers as referenced below.
6. Exceptions not reported by the Consignee or not reported by the Consignee within the specified time limits, will be the responsibility of the Consignee and no claim will be filed against the Carrier.
7. Shipper Loaded Trailers (SLC): If the Carrier does not off-load the freight and it stays on board the trailer from the Shipper's origin facility to the consignee's facility, liability for shortage or damage will be with the Shipper and no claim will be filed against the Carrier.
8. In the event a claim is filed with the Carrier, the following procedures will govern:
 - a. Per NMFC Item 300140 the carrier has a right to inspect the product and the packaging to determine the extent of damage and carrier liability. The Consignee is to provide supporting photos in all instances of reported damage. In instances of damage valued over \$500.00, the Carrier may at its discretion require an "Independent Third Party Inspection".
 - b. In accordance with NMFC Item 300150: All damage freight & original packaging must be retained by the consignee and/or claimant in the same apparent condition as was tendered at the time of delivery until further notification or acceptance of liability is received from the carrier. If carrier liability is determined, disposal provision will be given to the consignee and/or claimant. Upon acceptance of full carrier liability, damage freight becomes the property of the carrier to salvage and/or to dispose of accordingly.
 - c. Cargo claims must be filed within nine (9) months from date of delivery or in the event of loss, within nine (9) months of expected delivery date.



Item 052 SPOTTED / DROPPED TRAILERS – LOADING (SHIPPER LOAD & COUNT - SL&C)

When Carrier drops its trailer(s) at Shipper's facility for the purpose of Shipper loading such trailers and Carrier leaves the trailer(s) unattended during such loading process, the following procedures will govern Carrier's handling of said shipments.

1. All shipments loaded on Carrier's trailer(s) will be considered Shipper Load & Count (SL&C) to the first check point of the Carrier.
 - a. First check point may be the local service center of the Carrier or may be the Breakbulk Service Center or the Destination Service Center if the shipment is not off loaded.
2. Carrier's driver, when picking up the loaded trailer, will secure the Bills of Lading for each shipment said to be loaded on the trailer(s) by the Shipper.
 - a. The Bills of Lading will be signed SL&C by the Carrier with the dated Bill of Lading indicating the date of said pickup.
3. Upon arrival of the trailer(s) at Carrier's origin service center, the freight off-loaded, will be checked for condition by the Carrier and counted as to pieces (securely wrapped, banded or otherwise secured pallets will not be counted as pieces but will be considered said to contain (stc) the number of cartons indicated by the Shipper). Any exception in the condition of the shipment(s) or piece count will be recorded on the Carrier's Local Unit Exception Report and emailed/faxed back to the Shipper within twenty-four (24) hours of unloading, excluding weekends and holidays.

Any exception noted by the Carrier and reported to the Shipper within the specified time limits, will be the responsibility of the Shipper. Any exception noted by the consignee but not reported by the Carrier or not reported by the Carrier within the specified time limits, will be the responsibility of the Carrier, with the exception of left on trailer (LOT) shipments.

Carrier will retain the email/fax confirmation as proof of notification of the exception report by the shipper. If verbal request for exceptions are made by the Shipper, Carrier will follow up by email/fax and retain the email/fax confirmation as proof of notification.

4. Any shipments that are LOT (not off-loaded or checked as to condition or piece count by the Carrier's origin service center) are to be reported to the Shipper as such, along with the exception information being furnished from the first check point service center. The first check point on an LOT could be the breakbulk or destination service center.
5. If the Carrier does not off-load the freight and it stays on board the trailer from the Shipper's origin facility to the consignee's facility, the following liability provisions will govern:
 - a. If Carrier's driver stays with the trailer during the time the trailer is being unloaded, the liability for shortage or damage will be with the shipper.
 - b. If the trailer is dropped at the consignee's facility for unloading by the consignee, the Carrier will require a clear delivery receipt before the trailer is dropped.
6. When Carrier has more than one trailer report to submit to Shipper, Carrier will submit each trailer report separately. In the event there are no exceptions, the Carrier's exception report will show trailer number, date of pick up and the notation "no exceptions". If the Carrier fails to submit an exception report, the Shipper will assume there were no exceptions.
7. In the event there are discrepancies, Carrier will report the type of exception by trailer number, date of unloading and the pro number assigned to the shipment. Where possible, the Bill of Lading number will also be included on the exception report.
 - a. Overages will be held by carrier until shipper furnishes disposition. However, if no disposition is received in five (5) working days, the freight will be returned to the Shipper on a deadhead freight bill.
 - b. From time to time, the Carrier may elect to take digital photographs of damaged shipments and/or poor loading by the Shipper to assist with our Avoidance and Prevention Program.
8. Concealed damages discovered by the consignee must be handled in accordance with items 300135, 300140, 300145, 300150 and 300155 of the National Motor Freight Classification (NMFC).
 - a. Each concealed damage will be handled on its own merits.
 - b. In addition to declining such claims, the Carrier may elect to present a compromise settlement offer as determined by the investigation.



Item 052 SPOTTED / DROPPED TRAILERS – LOADING (SHIPPER LOAD & COUNT - SL&C) (Cont'd)

- c. In order to be considered for a compromise settlement offer by the carrier the following will be necessary:
 1. Concealed damage must be reported to the carrier within two (2) days of delivery by the Carrier.
 2. All packaging must be retained in the event the Carrier has a need to review the packaging.
 3. The shipment cannot have had any additional transportation after delivery by the Carrier.
 4. There is no visual evidence of damage to the shipping container that should have been detected at time of delivery.
9. Cargo claims must be filed within nine (9) months from date of delivery or in the event of loss, within nine (9) months from date shipment should normally have been delivered.

Item 055 PROHIBITED ARTICLES/ITEMS - COMMODITIES NOT ACCEPTED FOR TRANSPORTATION NOHAUL

Except where specific exceptions are made hereto, shipments containing the following commodities will not be accepted for transportation by Oak Harbor Freight Lines. Shipments containing the following commodities that have been shipped unmarked or without the knowledge of Oak Harbor Freight Lines will be assessed a fee of \$15.00 per cwt. subject to a minimum charge of \$250.00. In addition, shipper will be responsible for claims, loss and/or any other freight or property damage resulting from handling said shipments.

- Animals: live or carcasses (other than lab specimens or trophies)
- Antiques: furniture, glassware, collectibles, memorabilia and jewelry
- Art / Original Work of Art
- Asbestos products
- Automobiles: other than amusement rides or children's
- Bonded Freight
- Carbon: Activated, Black and/or Fiber
- Checks: uncashed, endorsed
- Christmas Trees
- Coupons
- Corpses, organs, body parts, embryos or cremated or disinterred human remains
- Currency
- Engine, Transmissions or Machinery of any type containing liquids or lubricants other than small amounts for the protection/prevention against rust, corrosion or damage. Liquids or lubricants must be drained or emptied, or unit must be properly sealed prior to transportation.
- Etiological Agents: Infectious material (typhoid, polio, etc.)
- Firearms, when pick-up or delivery includes a Residence or an Individual
- Fireworks
- Food (including beverages) not completely enclosed by a container as defined by the Food & Drug Administration and/or requiring temperature or other environmental control for any purpose whatsoever, including, but not limited to, safety or product condition
- Frozen Goods: food, medicines, drugs, chemicals
- Fresh Fruit: apples, peaches, melons, etc.
- Grandfather Clocks, Pianos, or Organs (instrument)
- Hazardous Materials (HazMat): Class A & B Explosives – Class 1.1, 1.2, 1.3, & 1.4 (gun powder, dynamite, etc.); Flammables – Class 4.1, 4.2, & 4.3 in Bulk Containers; Poison – Class 6.2 (Any Quantity); Poison Gas – Class 2.3, Zones A (Any Quantity), B-C-D in Bulk Containers; Poison Liquids or Solids – Class 6.1, Zones A (Any Quantity), B in Bulk Containers; Radioactive Materials – Class 7 (Any Quantity)
- Hazardous Waste and/or PCB's (Any Quantity)
- Jewelry: not released to a value of \$5.00 per pound or less
- Improperly packaged freight
- Metal Scraps: loose or unpackaged
- Pigments: Powdered
- Precious Metals / Coins
- Any item classified as a Schedule I Drug, or Illegally Obtained or Manufactured Substances – These include Schedule I Narcotics, and THC & Marijuana products including CBD and Hemp. State-certified plans, such as those found in the states of Washington and Colorado, are not applicable, and remain federally illegal for transportation.
- Any item otherwise prohibited by federal, state or local law, rule or regulation.
- Any handling unit 5,000lbs or more



Item 056 SHIPPING DOCUMENTS

1. All documents pertaining to the shipment must be presented with the freight at the shipping point to be binding.

Item 057 PAYMENT TERMS

All payments on services provided by Oak Harbor Freight Lines are due from customer within 30 days of original invoice date. The pro # and amount paid for each pro # must be referenced on the remittance information. Should amount charged by Oak Harbor Freight Lines be disputed, customer should pay amount their records indicate is owed Oak Harbor Freight Lines, and submit documentation with payment explaining why freight charges were short paid. All pricing and rates are based on payment by cash, check, ACH or wire, unless otherwise stated in the pricing agreement.

1. Should any amounts owed exceed these payment terms, a Late Fee with an upcharge of 3.0% (1.03 Factor) will be applied to the Net Freight Charges, which includes freight charges less any negotiated discounts, fuel surcharge, and any applicable accessorial charges.
2. Should any amounts owed be sent to a Collections Agency, Oak Harbor Freight Lines will assess liquidated damages for all costs incurred in the collection of overdue freight charges, pursuant to 49 C.F.R. 377.203(g)(1)(ii). Where Payor of Freight Charges fails to make payment during the authorized credit period of thirty (30) days net, all discounts are revoked, and Payor is required to make payment at the applicable full, non-discounted rate. The difference between the discount and the full rate constitutes Oak Harbor Freight Lines' liquidated damages for its collection effort(s). This provision applies automatically at the expiration of the authorized credit period, without the need for Oak Harbor Freight Lines to re-invoice Payor for the full, undiscounted rates. The failure of Oak Harbor Freight Lines to re-invoice Payor for the full, undiscounted rates does not waive Oak Harbor Freight Lines' right to collect such rates.

Item 058 APPLICATION / DETERMINATION OF RULES, RATES, CHARGES AND/OR CLASSES

1. Density On Mixed Shipments:

For purposes of determining density on mixed shipments where each pallet/commodity is not individually itemized with corresponding weights on the bill of lading, Oak Harbor Freight Lines will add all the dimensions of all pieces/handling units/pallets where class is determined by density and divide into the total weight of these pieces in order to determine an average weighted density. Average weighted density will be used to determine applicable class for mixed shipments where commodities and weights are not clearly defined on bill of lading. Shipments that consist of differently classed items and one or more handling units that have been inspected and whose class is derived wholly or in part by the use of density will be classed at the total density of the shipment.

2. Default Classification / Unidentifiable Freight:

In the event a shipment is inadvertently accepted for which NMF 100 series item number(s) are not provided or cannot be established using the description on the bill of lading and/or the shipment was not inspected by carrier, a default class of 150 shall be used to rate the shipment. This will also include commodities in the NMFC that are designated with the following classifications: "0", "Not Taken", or "Not Accepted". Should said shipment be scanned by carrier's dimensioning technology, a density-based class shall be applied based upon density guidelines contained in Item 059. Upon satisfactory proof of the actual class, an adjustment shall be made. This is a standard operating procedure for Oak Harbor Freight Lines, and, as such, is applied regardless of any agreed upon customer exemptions to Carrier Rules Tariff.

3. Pallet Rates:

For purposes of determining pallet rate application, unless otherwise stated in the Pricing Agreement, the maximum weight per pallet shall be 2,000 lbs., the maximum length, width and height dimensions shall be 48 x 48 x 48 inches, applies only on outbound prepaid and applies only to direct points. When a pallet exceeds the weight and/or dimension maximums, an additional pallet charge will apply. When the total weight of a pallet rate shipment is more than double the max pallet weight, an additional pallet charge will apply each time a multiple of the max pallet weight is surpassed (i.e. a single pallet shipment at 2201 lbs. with a max pallet weight of 1100 lbs. would equal 3 pallets or 3 times the pallet rate). Should a loose piece be tendered with a pallet, which is subject to pallet rates, the loose piece will be charged as an additional pallet.



Item 058 APPLICATION / DETERMINATION OF RULES, RATES, CHARGES AND/OR CLASSES (cont'd)

4. Accessorial And Additional Charge Application:

Accessorials and additional charges will be assessed based upon the rules contained in this publication, when requested/required by the Shipper/Consignee/3rd party and/or when service is performed by Carrier personnel. Oak Harbor Freight Lines often uses electronic means (i.e. handheld units, electronic timestamps, wireless communication, etc.) to capture data/information used to access accessorials and additional charges. The lack of notations on the delivery receipt is not an indication an accessorial or additional service was not performed and is not an acceptable reason for non-payment. Statements on bills of lading attempting to exempt parties from accessorial or additional charges or requests for notification approval will not be recognized or honored.

5. Definition of Truckload (Volume) Moves:

Truckload (volume) moves are defined as shipments weighing 20,000 lbs. or greater, shipments specifically designated as pupload or truckload, shipments loaded to full visible capacity, shipments subject to linear foot minimum or shipments with application of the cubic capacity and/or density rule.

6. Return Freight:

For negotiated return pricing to apply, the original Oak Harbor Freight Lines pro number the freight originally moved under must be referenced.

7. Additional services performed / requested may affect standard transit times.

8. Prepayment or Guarantee of Charges:

1. A **prepaid** shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed are to be paid by the shipper. When the status of the bill of lading states prepaid and bill to party is the same as the consignee name, carrier shall change status of bill of lading from prepaid to collect for the purpose of collecting freight charges.
2. A **collect** shipment is one which the charges for transportation service rendered at the request of the consignee, including accessorial services performed, are to be paid by the consignee.
3. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading. When the party, other than consignor or consignee, fails to pay the freight charges within the time allowed, the carrier will have recourse to collect charges from consignor whether Section 7 of the bill of lading is endorsed or not.

Item 059 DENSITY GUIDELINES

1. Please refer to Item 058: Application / Determination of Rules, Rates, Charges and/or Classes, Rule 2. Default Classification / Unidentifiable Freight above for further details.

| <u>Minimum Average Density</u> | <u>Corresponding Class</u> | <u>Minimum Average Density</u> | <u>Corresponding Class</u> | <u>Minimum Average Density</u> | <u>Corresponding Class</u> |
|--------------------------------|----------------------------|--------------------------------|----------------------------|--------------------------------|----------------------------|
| 50 | 50 | 12 | 85 | 5 | 175 |
| 35 | 55 | 10.5 | 92.5 | 4 | 200 |
| 30 | 60 | 9 | 100 | 3 | 250 |
| 22.5 | 65 | 8 | 110 | 2 | 300 |
| 15 | 70 | 7 | 125 | 1 | 400 |
| 13.5 | 77.5 | 6 | 150 | Less Than 1 | 500 |



Density Range of Application:

In terms of Pound per Cubic Foot (PCF)

| <u>At Least:</u> | <u>Less Than:</u> | <u>Class Applied:</u> |
|------------------|-------------------|-----------------------|
| 0 PCF | 1 | 500 |
| 1 | 2 | 400 |
| 2 | 3 | 300 |
| 3 | 4 | 250 |
| 4 | 5 | 200 |
| 5 | 6 | 175 |
| 6 | 7 | 150 |
| 7 | 8 | 125 |
| 8 | 9 | 110 |
| 9 | 10.5 | 100 |
| 10.5 | 12 | 92.5 |
| 12 | 13.5 | 85 |
| 13.5 | 15 | 77.5 |
| 15 | 22.5 | 70 |
| 22.5 | 30 | 65 |
| 30 | 35 | 60 |
| 35 | 50 | 55 |
| 50 | And Above | 50 |

Item 060 BILLS OF LADING – CORRECTED

BOLC

1. Unless otherwise agreed to in writing, all shipments accepted by Oak Harbor Freight Lines shall be bound by the terms and conditions of the Uniform Straight Bill of Lading as specified in the NMF100 Series. Oak Harbor Freight Lines may accept freight on another bill of lading subject to the terms and conditions of the Uniform Straight Bill of Lading as the only terms and conditions applicable to such other form. On all bills of lading, the driver signature acknowledges receipt of freight only. Oak Harbor Freight Lines drivers are not authorized to sign and/or commit Oak Harbor Freight Lines to any liability in excess of the liability outlined in the NMF100 Series, the liability outlined in this tariff or provisions of pricing agreements and contracts in effect between Oak Harbor Freight Lines and its customers.
2. Shipments moving under Order Notify Bills of Lading will be subject to a charge of \$42.00 per shipment, which charge shall be in addition to all other lawful transportation charges. The charge for handling Order Notify shipments will be collected from the party paying all other lawful transportation charges. An Order Notify Bill of Lading is defined as a negotiable bill destined to the order of a person named in such bill. Order Notify shipments may only be delivered to the person who has physical possession of the original order bill.
3. 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:
 - a. \$28.00 per each corrected bill of lading or letter of authority.
 - b. 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.
 - c. 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 shipment has been lost or damaged.
 - d. 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.
 - e. Corrected bills of lading or letters of authority to change the freight class must be accompanied by the proper NMFC Item Number.
 - f. Changes in commodity description, weight, or pieces shall be accompanied by written documentation, such as original invoice or descriptive advertising copy.
4. Driver signature on the bill of lading acknowledges receipt of freight only. Terms and conditions contained herein and the Uniform Straight Bill of Lading contract as provided in the NMFC will apply.
5. Payment terms will be considered prepaid when not otherwise indicated on the bill of lading document.



Item 065 BLIND SHIPMENTS**BSF**

A blind shipment is one in which the shipper is not aware of the actual consignee and/or the consignee is not aware of the actual shipper. Carrier will accept a corrected bill of lading from another party involved in the transaction changing the consignee and/or shipper at the point of origin before the shipment leaves the original pick-up terminal. Double blind shipments are not allowed.

1. A charge of \$55.00 will apply in addition to all other applicable charges.
2. Carrier must be satisfied that the requestor has the legal authority to divert shipment.
3. Requestor must provide a corrected bill of lading or letter of authority with desired change.
4. Actual origin city, state and zip code & ultimate destination city, state and zip code will be shown on Carrier's bill.

Item 070 CLAIMS RULES

The following rules apply to the Oak Harbor Freight Lines claims process.

1. Principles and practices for the investigation of disposition of loss and damage claims, I.C.C. regulations on freight claims (EX parto 263) (49 C.F.R. Part 1005).
2. All claims for loss or damage must be filed in accordance with the requirements set forth in NMF 100 series tariff Item 300100 through 300155 and within nine (9) months of the date of delivery, or in the case of non-delivery, within nine (9) months after a reasonable time for delivery has elapsed. The period for bringing a civil action against Carrier will be two (2) years and one day from the date the Carrier gives a person written notice that the Carrier has disallowed any part of the claim specified in the notice. Claims must be filed in writing and state the amount of the claim, the date of the occurrence, the location of the loss being claimed, and the bill of lading number.
3. Carrier shall not be liable for any claims for loss or damage unless claims are filed in accordance with paragraphs 1 and 2 of this item.
4. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by the Carrier.
5. The filing of a claim in accordance with this Item is a prerequisite to the filing of a lawsuit against the Carrier. The failure to file a claim in accordance with this Item shall constitute an estoppels of any right to the filing of the lawsuit and said right shall be deemed waived and subject to a dismissal with prejudice.
6. Maximum liability charge for repair of damaged goods not to exceed \$50.00 per hour.
7. Procedures governing the processing, investigation and disposition of overcharges, undercharges, unidentified payment, duplicate payment or over-collection claims. (C.F.R. 1008) And both amended by The Trucking Reform Act of 1994. (49 U.S.C. 10762 (a)).
8. Concealed damage claims must be submitted in writing within two business days of the date of delivery. The maximum liability allowed will be 25% of the shipper's replacement value of the goods.

Item 072 CONSEQUENTIAL DAMAGE DISCLAIMER

Except for claims for physical injuries to persons and damages to physical property, carrier will not be liable for:

1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment.
2. Commercial loss of any kind (including damage to business reputation or loss of business or profits); or
3. Loss, damage, or expenses directly or indirectly arising from the provisions of OAKH services including failure to make a timely delivery, short delivery, or non-delivery by the carrier, whether or not carrier has been advised of the possibility of such damage or loss.

Item 100 AIRPORT PICK-UP OR DELIVERY**AIRPU, AIRDE**

\$2.50 per cwt. subject to a \$45.00 minimum charge. Applies on any shipment picked up or delivered to an airport or company whose business is primarily air-freight where there is a broker involved and references an airway bill number (AWB).



Item 105 DATA CONNECTION CHARGE – EDI, API

Oak Harbor Freight Lines, Inc. will charge a flat charge of \$1,500.00 per data connection via EDI and/or API, with the initial connection fee waived.

Item 110 COLLECT ON DELIVERY (COD) SHIPMENTS

CODCHG, FEEC, FEEP

In the instance Oak Harbor Freight Lines, Inc. receives and/or accepts a COD instruction shipment, Oak Harbor Freight Lines, Inc. will not be liable for collection of the COD amount, as this is not a service that Oak Harbor Freight Lines, Inc. offers or provides as of October 4th, 2021 (10/4/2021).

Item 120 DETENTION OF TRAILER

DETT

\$150.00 per day per trailer subject to 2 free working days.

Item 130 DETENTION OF TRUCK AND DRIVER

DETP, DET

\$15.00 per five (5) minute increment, subject to the following free time:

| <u>Weight Per Stop</u> | <u>Free Time Per Stop</u> |
|-------------------------|---------------------------|
| Less than 1,000 lbs | 30 Minutes |
| 1,000 through 2,499 lbs | 45 Minutes |
| 2,500 through 4,999 lbs | 60 Minutes |
| 5,000 through 7,499 lbs | 75 Minutes |
| 7,500 through 9,999 lbs | 90 Minutes |
| 10,000 or more lbs. | 120 Minutes |

1. Charges will apply to the consignor or the consignee according to the freight charge terms on the bill of lading.
2. Charges and free time will be based upon the entire weight at the stop.
3. Charges will be divided/allocated per shipment based upon the weight of each shipment as a percentage of the total weight at the stop.
4. On appointed shipments free time will not begin until after the assigned time of the appointment.

Item 140 EQUIPMENT FURNISHED BUT NOT USED

EQNOT

When carrier is asked to furnish equipment and has dispatched equipment for such purpose; and by no fault of the carrier the equipment is not used, a charge of \$110.00 per dispatched power unit will be assessed. Does not include check stops or dropping equipment in route.

Item 145 PICK-UP REQUESTED IN ROUTE / “DRY STOP”

DRYSTP

When carrier is requested to make a pick-up while in route and there is no freight for carrier when stop is made (“dry stop”), a charge of \$75.00 will apply. Does not include check stops or dropping equipment in route.

Item 150 EXTRA LABOR

2MAN, EXTRAP, EXTRA

\$16.00 per ¼ hour subject to \$64.00 minimum charge.



Item 165 HANDLING CHARGE**HAND**

When a Consignor/Consignee or another transportation provider requests Carrier's facilities be furnished to temporarily store or handle a shipment at Carrier's facility, a charge of \$5.00 per cwt., subject to a minimum charge of \$50.00 will apply. Unless otherwise indicated, charges will be payable by the party requesting the service.

Item 170 HAZARDOUS MATERIALS**HAZMAT**

1. Carrier will accept shipments of hazardous materials or substances in accordance with restrictions listed in item 055 and requirements of the U.S. Department of Transportation.
2. Any shipment containing commodities that are classified as hazardous by the US Department of Transportation as described in Title 49 Code of Federal Regulations (CFR), Part 100-180 will be subject to an additional handling fee of \$45.00 per shipment.
3. When special permits authorizing the transportation of hazardous materials are required by Federal, State or Local regulations, the carrier will collect the purchase cost of such permits plus a service charge of \$55.00 per permit.
4. Shipments that contain Hazardous Materials (HazMat) and require an adjustment due to a reweigh, the Hazardous article(s) or line item(s) will not be adjusted.

Item 180 HOURLY CHARGE**HOURLY**

\$116.00 per man-hour for truck and driver.

Item 190 INSIDE DELIVERY**INSPU, INSIDE**

\$7.50 per cwt. subject to \$75.00 minimum charge and \$500.00 maximum charge per shipment. Applies when carrier delivers a shipment or portions of a shipment to positions that are 30 feet or greater inside the delivery door or to any floor above or below the receiving area.

Item 200 LIFTGATE PICK-UP OR DELIVERY**LIFTPP, LIFTDP, LIFTPC, LIFTDC**

When customer requests liftgate service or a liftgate is required to make pick-up or delivery, a fee of \$7.00 per cwt. subject to \$80.00 minimum charge and \$300.00 maximum charge will apply.

1. A "required liftgate" means that either the customer requests/requires the pick-up or delivery to be made on a liftgate or the shipment is configured such that it cannot be broken down or safely lifted on or off the back of a trailer or there are requirements to not break stretch-wrapping on pallets needing pick-up or delivery from/to a place without an adequate dock.
2. When liftgate service is required at pick-up and multiple shipments are tendered to carrier, liftgate charges will be determined by the total weight of the entire pick-up and allocated per shipment based upon the weight of each shipment as a percentage of the total weight at the pick-up.

Item 210 LIMITED, DELAYED OR DIFFICULT ACCESS PICK-UP OR DELIVERY**LAPU, LADE**

Shipments picked-up at or delivered to locations with limited, delayed, difficult or unique access, picked-up at or delivered to the specific list below, shall be subject to an additional charge of \$90.00.

- Camps
- Cemeteries / Funeral Homes
- Casinos
- Churches / Places of Worship
- Construction Sites
- Correction Facilities / Jails / Prisons
- Government Buildings / Facilities
- Lodging Facilities (Hotels, Motels, etc.)
- Military Bases / Installations
- Nursing Homes
- Piers / Wharfs / Marinas / Ports
- Resorts



- Country Clubs / Golf Courses
- Estates
- Fairgrounds
- Farms / Ranches
- Mine Sites / Quarries / Gravel Pits
- Schools / Universities
- Self-Storage Units / Facilities
- State / National Parks
- Wineries / Vineyards/ Malthouses
- Hot Springs

Item 220 LONG FREIGHT

LONG8, LONG12, LONG16, LONG20

1. Shipments containing articles that are eight (8) feet in length or width but less than twelve (12) feet in length or width shall be subject to an additional charge of \$300.00 per shipment in addition to the normal applicable net freight charges.
2. Shipments containing articles that are twelve (12) feet in length or width but less than sixteen (16) feet in length or width shall be subject to an additional charge of \$600.00 per shipment in addition to the normal applicable net freight charges.
3. Shipments containing articles that are sixteen (16) feet in length or width but less than twenty (20) feet in length or width shall be subject to an additional charge of \$900.00 per shipment in addition to the normal applicable net freight charges.
4. Shipments containing articles that are twenty (20) feet in length or width but less than twenty-seven (27) feet in length or width shall be subject to an additional charge of \$1,200.00 per shipment in addition to the normal applicable net freight charges.
5. No articles will be accepted that are twenty-seven (27) feet or greater in length or width.
6. Provisions of this item will not apply on shipments subject to truckload rates or exclusive use.

Item 230 MARKING OR TAGGING

TAG

\$2.00 per package subject to \$28.00 minimum charge per shipment. Applies upon the instructions of the shipper or consignee to apply or alter markings and/or tags.

Item 250 RESTRICTED CITY ZONES / HIGH COST PICK-UP OR DELIVERY

Shipments picked up at or delivered to the following metro area zip codes shall be subject to an additional charge as shown below.

| <u>Metro Area</u> | <u>Code</u> | <u>Zip Codes</u> | <u>Charge</u> |
|---|--------------------|---|--|
| Bay Area, CA | BAYA | For a full listing, please go to: http://www.oakh.com/page/oakh100 , and download Exhibit B: Bay Area Points List | \$4.00 per cwt, \$35.00 Minimum, \$150.00 Maximum |
| Note: Bay Area, CA (BAYA) only applies on shipments destined to listed zips. | | | |
| Brooklyn/Bronx, NY | BROKXF / BROKXT | 10474, 11236 | \$31.40 |
| Chicago, IL | CHCGF / CHCGT | 60601-60607, 60610, 60612-60614, 60622, 60630, 60642, 60654, 60657, 60661, 60664, 60670, 60680, 60681 | \$50.00 |
| Detroit, MI | DTRTF / DTRTT | 48201, 48202, 48204, 48206-48208, 48216, 48226 | \$25.00 |
| Miami Beach, FL | MBFLF / MBFLT | 33139, 33140, 33141, 33154 | \$12.00 |
| New York, NY | NYCF / NYCT | 10001 – 11999 | \$104.85 |



| | | | |
|-------------------|-------|---|--|
| San Francisco, CA | SANF | 94101-94199 | \$5.50 per cwt, \$45.00 Minimum, \$300.00 Maximum |
| Seattle, WA | RESTZ | 98101, 98104, 98121, 98174 | \$4.00 per cwt, \$35.00 Minimum, \$300.00 Maximum |
| Portland, OR | RESTZ | 97204, 97205, 97209 | \$4.00 per cwt, \$35.00 Minimum, \$300.00 Maximum |
| Los Angeles, CA | LAXF | 90004-05, 90007-08, 90010-11, 90013-15, 90017-21, 90024, 90027-28, 90034-35, 90037-38, 90043, 90046, 90048-49, 90056-57, 90062, 90064, 90067-68, 90212, 90272 | \$60.00 |

Note: Los Angeles, CA (LAXF) only applies on shipments destined to listed zips

Item 255 CALIFORNIA COMPLIANCE SURCHARGE CALFEP, CALFET, CALFEE

Shipments originating from and/or destined to the state of California will be subject to a charge of \$18.00 per shipment, in addition to all other applicable charges.

Item 260 NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT NOTIFY, APPT

When a shipper's bill of lading requests/requires Oak Harbor Freight Lines to notify or make an appointment with a consignee prior to delivery or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of \$28.00 per shipment will apply and be billed to the party responsible for the linehaul charges on the bill.

1. Provisions of this item shall also apply to customer "pre-set" appointments.
2. Appointments and/or "pre-set" appointments are not guaranteed.
3. Oak Harbor Freight Lines will not be liable or responsible for vendor/customer late fees.

Item 270 PICK-UP MINIMUM CHARGE PUM

The minimum charge for a single shipment picked up from one location shall be \$121.50. Should the net charges on a single shipment pick-up be less than \$121.50, the difference between \$121.50 and the net freight charges prior to fuel surcharge and accessories will appear on the bill as a pick-up minimum adjustment.

Item 275 PROTECTIVE SERVICE – PROTECT FROM FREEZING PROT

\$2.80 per cwt. subject to \$40.00 minimum and \$200.00 maximum charge per shipment. Carrier will provide protection from freezing services under the following conditions:

1. Protection from freezing service must be pre-arranged and is subject to the availability of suitable/proper equipment. Oak Harbor reserves the right to not handle protect from freezing freight if suitable/proper handling equipment is not available or weather conditions prohibit proper protection of freight.
2. "Protect From Freezing" must be requested on the bill of lading at the time of pick-up.
3. The freight must be labeled "Protect From Freezing".
4. Protect from freezing service is available down to twenty (20) degrees Fahrenheit (20° F).
5. Protect from freezing service applies only on Oak Harbor direct points.



6. Oak Harbor will not handle shipments requiring protective service or provide protect from freezing service on two (2) day lanes picked up on a Thursday or Friday, or one (1) day lanes picked up on a Friday.
7. Oak Harbor will not handle shipments requiring protective service or provide protect from freezing service on service lanes where the next standard service day is on a holiday.
8. Oak Harbor will not handle temperature controlled freight where there is a requirement to maintain a certain temperature or temperature range.
9. Oak Harbor will not handle protect from freezing freight where the freezing temperature of the product is above thirty-two (32) degrees Fahrenheit (32° F).

Item 280 RECONSIGNMENT / DIVERSION

If outside original delivery terminal service area the tariff or contract rate from origin point to reconsignment point plus tariff or contract rate from reconsignment point to ultimate destination will apply. If within original terminal delivery area prior to tender of delivery a fee of \$45.00 will be assessed. If within original terminal delivery area after tender of delivery a charge of \$7.00 per cwt. subject to \$80.00 minimum will apply.

Item 290 REDELIVERY

RDLYP, RDLYC

\$5.00 per cwt. subject to \$85.00 minimum charge and \$500.00 maximum charge will apply only when carrier has followed all shipper directions and has attempted physical delivery.

Item 295 RETURN PICK-UP

RETPU

When carrier is requested to return a shipment to consignor/shipper which was picked up, but not yet delivered or moved in linehaul, a charge of \$5.00 per cwt. subject to a \$75.00 minimum charge and \$500.00 maximum charge will apply, without Linehaul or Fuel charges to be added.

Item 310 RESIDENTIAL PICK-UP OR DELIVERY

REPU, RES

\$10.75 per cwt. subject to \$115.00 minimum charge and \$430.00 maximum charge. Applies to shipments picked-up from or delivered to a residence or business within a residence.

1. Oak Harbor Freight Lines will not provide residential pick-up service except in instances where freight was originally delivered to the residence by Oak Harbor Freight Lines.
2. Oak Harbor Freight Lines will not provide pick-up or delivery service to residences in the instances that a shipment is considered to be a volume load, or is a full pup load or truckload.

Item 320 SATURDAY, SUNDAY OR HOLIDAY PICK-UP OR DELIVERY

HOLDEL, SADE

When carrier is requested to perform pick-up or delivery services on Saturdays, Sundays, Holidays or Non-Business Days and carrier agrees to perform service, a charge of \$110.00 per hour subject to a \$440.00 minimum charge will apply.

1. Charges will be assessed based upon the time carrier departs from the terminal until its return thereto.
2. All Saturday and Holiday pick-ups or deliveries must be pre-arranged and not just requested on the bill of lading. If just requested on bill of lading, carrier is not obligated to perform service.
3. Oak Harbor Freight Lines is closed on Sundays and will not provide pick-up or delivery service.

Item 325 NON-BUSINESS HOURS PICK-UP OR DELIVERY

NBH

When carrier performs pick-up or delivery services during Non-Business Hours a charge of \$105.00 per shipment will apply.



1. Business hours are defined as 7:00am to 5:00pm local time, excluding Saturdays, Sundays and legal or declared holidays.
2. Item applies Monday-Friday on non-holidays. See Item 320 (Saturday, Sunday or Holiday Pick-Up or Delivery) for other Non-Business Day charges.

Item 330 SORTING AND SEGREGATING

UC, SEG

\$2.00 per cwt. subject to \$37.00 minimum charge. Applies when physical sorting or segregating of freight is required/requested by the shipper or consignee.

Item 340 STOP / DROP CHARGES

SIT

\$100.00 per stop.

Item 350 STORAGE

STRG

\$2.65 per cwt. per working day subject to minimum charge of \$35.00 per working day and maximum charge of \$175.00 per working day. Two (2) free working days before storage charges begin.

Item 360 WEIGHT, INSPECTION AND "PAWS" FEE

RECLS, PAWS, WGT

\$25.00 fee will apply to any freight bill requiring an adjustment to freight charges due to an inspection or reweigh. Weigh and advise or please advise weight (PAWS) bills will also be subject to a \$25.00 fee per shipment. Shipments that contain Hazardous Materials (HazMat) and require an adjustment due to a reweigh, the Hazardous article(s) or line item(s) will not be adjusted.

Item 370 WILL CALL PICK-UP NON BUSINESS DAY (SATURDAY, SUNDAY OR HOLIDAY) SATWC, HOLWC

Shipments will-called (picked up) at an Oak Harbor facility on Saturday, Sunday or Holiday and are pre-arranged will be subject to an additional charge of \$200.00.

1. Oak Harbor Freight Lines is closed on Sundays and will not provide will call service.

Item 380 CUSTOMS HANDLING / PRE-ARRIVAL REVIEW SYSTEM "PARS" FEE

PARS

\$75.00 per shipment.

Item 400 SUFFERANCE WAREHOUSE

SWC

\$95.00 per day

Item 410 U.S. BORDER CROSSING / SECURITY FEE

BSSF

Inbound international shipments destined to U.S. points will be subject to a \$75.00 border crossing fee due to increased security measures and delays from inspections.



Item 415 CONVENTION/EXHIBITION CENTERS, TRADE SHOWS & DISPLAY PARAPHERNALIA CONV, EXHI, CONLV

1. Except for freight moving subject to a. or b. below, all freight originating from or destined to convention / exhibition centers, the cartage agent handling the show or the advance warehouse shall be subject to the current negotiated discount and negotiated class rates, but will be rated at and subject to class 150 or actual class if higher, regardless of any FAK, class exception or pricing program negotiated with carrier. All freight charges must be prepaid. Payment of these freight charges must be guaranteed by the Shipper.
 - a. All freight originating from or destined to convention / exhibition centers, the cartage agent handling the show or the advance warehouse in Las Vegas, NV shall be subject to the current negotiated discount and negotiated class rates, but will be rated at and subject to class 125 or actual class if higher, regardless of any FAK, class exception or pricing program negotiated with carrier. All freight charges must be prepaid. Payment of these freight charges must be guaranteed by the shipper.
 - b. All freight originating from or destined to convention / exhibition centers in Atlantic City, NJ, New York, NY, Boston, MA or Philadelphia, PA shall be subject to a 39% discount off the current class rates in effect on date of shipment at FAK class 150 subject to a \$250.00 minimum charge.
2. If Carrier is required to perform pick-up or delivery service at convention / exhibition centers or the advance warehouse then an additional charge of \$265.00 per shipment will apply unless the pick-up or delivery service is performed at convention / exhibition centers or advance warehouses in Las Vegas, NV, then the additional charge will be \$205.00. Should the pick-up or delivery service take longer than five hours then a charge of \$85.00 per hour thereafter will apply in addition to the freight charges and the initial \$265.00 or \$205.00 charge.
3. Shipments of display/exhibition paraphernalia originating from or destined to places of display, including, but not limited to: museums, libraries, malls, etc., shall be subject to the current negotiated discount and class rates, but will be rated at and subject to class 150 or actual class if higher, regardless of any FAK, class exception or pricing program negotiated with carrier.
4. Exhibition booths or stalls and their contents will move at a released value not to exceed \$.10 per pound.

Item 420 CUBIC CAPACITY AND DENSITY

CUBIC

Shipments which occupy 750 cubic feet or greater and have a density of 6 lbs. per cubic foot or less, shall be rated at a weight, calculated by multiplying the occupied cubic feet by 6, and then rated at a Class 125 less any negotiated discounts.

1. Provisions of this item apply in lieu of any negotiated FAK's.
2. Multiple shipments from the same shipper on the same day going to the same consignee shall be consolidated and rated as one shipment if the shipments together qualify for cubic capacity and density.

Item 422 OCCUPIED SPACE

OCC

For purposes of determining compensatory rates for space utilized on carrier's equipment, freight that can't be stacked on or that is too heavy to stack on other freight or is configured such that it can't be stacked on or stacked on top of other freight, shall be subject to measurement from the base of the freight to the ceiling of the trailer. This measurement will be used in the calculation to determine class based on density.

1. Applies when racking or decking equipment can't resolve space utilization issues.
2. Applies only on shipments where the item(s) being shipped have density provisions contained in the National Motor Freight Classification.
3. Applies regardless of any negotiated or agreed to FAK between Carrier and Customer.
4. Negotiated discount between Carrier and Customer will apply.



Item 425 DEBTOR RULE

The party responsible for freight charges shall be the party whose Oak Harbor Freight Lines negotiated pricing applies. In the event the consignee on a collect shipment does not have a negotiated discount with Oak Harbor Freight Lines, the shipper's Oak Harbor Freight Lines negotiated collect discount shall apply.

1. This Debtor Rule cannot be waived in instances where an outbound collect shipment is destined to an area that is not directly serviced by Oak Harbor Freight Lines, Inc.

Item 430 DEFAULT DISCOUNT

Shipments moving via Oak Harbor Freight Lines where pricing has not been established via transportation agreement, pricing agreement or rate quote will receive an automatic 35% discount off normal applicable class rates using the current level of OAKH 500 base rates and subject to the current level of OAKH100 rules and additional charges.

Item 435 OUTBOUND COLLECT DISCOUNT – SHIPPER COLLECT PRICING

Except for customer agreements which specifically make exception to this item or are waived from Item 425 (Debtor Rule), shipments moving under the application of the shipper's outbound collect discount shall move at a maximum outbound collect discount of 50%. Shipments moving under shipper's outbound collect discount where the discount is less than 50%, shall move at the applicable discount as contained in the shipper's agreement with Oak Harbor Freight Lines.

Outbound provisions other than discounted base rates (i.e. pallet rates, truckload rates, flat rates, per piece rates, etc) shall not apply on a collect basis.

Item 440 FERRY CHARGE

FERRY

Shipments originating from or destined to the island zips of 98070, 98222, 98243, 98245, 98250, 98261, 98279, 98280, 98281, 98286, 98297 shall be subject to an up-charge of 15.0% of the net linehaul charges subject to a \$200.00 minimum charge.

Item 443 TOLL CHARGES

TOLL

Shipments originating from or destined to the following points will be assessed charges as shown below. The charge provided here in will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of the charge, it will be collected from the party responsible for the freight charges

| <u>City</u> | <u>St</u> | <u>Zip Code</u> | <u>Charge Per Shipment</u> |
|-------------|-----------|-----------------|----------------------------|
| Boca Grande | FL | 33921 | \$14.00 |
| Captiva | FL | 33924 | \$12.60 |
| Sanibel | FL | 33957 | \$12.60 |

Item 444 MACKINAC BRIDGE CHARGE

MCKNW

Shipments originating from or destined to the following zip codes where crossing the Mackinaw Bridge is necessary shall be subject to a charge of \$8.00.

| | | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|-------|
| 49715 | 49719 | 49724 | 49745 | 49780 | 49781 | 49783 | 49788 |
|-------|-------|-------|-------|-------|-------|-------|-------|



Item 445 ISLAND CHARGE

ISLDIR

1. Shipments originating from or destined to 98221 (Guemes Island) shall be subject to an additional charge of \$225.00 per shipment.
2. Provisions apply on shipments to or from points on Martha's Vineyard or Nantucket Island. Rates apply in addition to normal applicable freight charges and apply at actual class regardless of any negotiated FAK's. Class 150 will apply on freight classified as 150 and above.

Martha Vineyard Rates (Rates are in cents per one hundred pounds)

| Martha's Vineyard Zip Codes: | Minimum Charge | Weight Breaks | 150 | 125 | 110 | 100 | 92.5 | 85 | 77.5 | 70 | 65 | 60 | 55 | 50 |
|------------------------------|----------------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|
| | \$85.00 | L5C | 12179 | 10149 | 8931 | 8119 | 7013 | 5904 | 5326 | 4750 | 4515 | 4273 | 3959 | 3653 |
| | \$85.00 | M5C | 12179 | 10149 | 8931 | 8119 | 7013 | 5904 | 5326 | 4750 | 4515 | 4273 | 3959 | 3653 |
| 02535, | \$85.00 | M1M | 10682 | 8901 | 7833 | 7121 | 5812 | 4841 | 4392 | 3918 | 3771 | 3625 | 3415 | 3201 |
| 02539, | \$85.00 | M2M | 7270 | 6058 | 5331 | 4847 | 4700 | 4554 | 4005 | 3475 | 3322 | 3130 | 2803 | 2464 |
| 02552, | \$85.00 | M5M | 4725 | 3938 | 3465 | 3150 | 2884 | 2614 | 2396 | 2172 | 2058 | 1951 | 1866 | 1783 |
| 02557, | \$85.00 | M10M | ----- | ----- | ----- | ----- | ----- | 1614 | 1577 | 1532 | 1448 | 1366 | 1312 | 1254 |
| 02568, | \$85.00 | M20M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 996 | 986 | 979 | 961 | 920 |
| 02573, | \$85.00 | M30M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 912 | 864 | 745 |
| 02575 | \$85.00 | M40M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 570 |

Nantucket, MA Rates (Rates are in cents per one hundred pounds)

| Nantucket, MA Zip Codes: | Minimum Charge | Weight Breaks | 150 | 125 | 110 | 100 | 92.5 | 85 | 77.5 | 70 | 65 | 60 | 55 | 50 |
|--------------------------|----------------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|
| | \$95.00 | L5C | 13492 | 11244 | 9894 | 8995 | 7707 | 6418 | 5843 | 5261 | 5043 | 4823 | 4507 | 4189 |
| | \$95.00 | M5C | 13492 | 11244 | 9894 | 8995 | 7707 | 6418 | 5843 | 5261 | 5043 | 4823 | 4507 | 4189 |
| 02554, | \$95.00 | M1M | 11312 | 9427 | 8295 | 7541 | 6444 | 5354 | 4868 | 4389 | 4261 | 4129 | 3914 | 3705 |
| 02564, | \$95.00 | M2M | 8467 | 7056 | 6209 | 5645 | 5355 | 5065 | 4618 | 4151 | 3805 | 3658 | 3327 | 2995 |
| 02584 | \$95.00 | M5M | 6234 | 5195 | 4572 | 4156 | 3798 | 3439 | 3147 | 2854 | 2687 | 2529 | 2414 | 2301 |
| | \$95.00 | M10M | ----- | ----- | ----- | ----- | ----- | 2129 | 2062 | 2001 | 1884 | 1768 | 1695 | 1618 |
| | \$95.00 | M20M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 1312 | 1293 | 1278 | 1256 | 1197 |
| | \$95.00 | M30M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 970 | 955 | 938 |
| | \$95.00 | M40M | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 751 |



Item 450 FUEL RELATED SURCHARGE

FS

Oak Harbor Freight Lines fuel surcharge will be adjusted on Monday of each week based on the U.S. Department of Energy West Coast (PADD5) Average Diesel Fuel Index. The current West Coast (PADD5) Average Diesel Fuel Index may be obtained by calling the U.S. Energy Information Administration (EIA) hotline at (202) 586-6966 or by accessing the EIA website at <http://www.eia.gov/petroleum/gasdiesel/>. The fuel surcharge will be shown as a separate entry on the freight bill and will be applied to net line haul charges, after the application of discount.

| <u>Western Region Average Diesel Fuel Index</u> | <u>Fuel Surcharge (% of net line haul charges.)</u> | | <u>Western Region Average Diesel Fuel Index</u> | <u>Fuel Surcharge (% of net line haul charges.)</u> | |
|---|---|-----------|---|---|-----------|
| | <u>LTL</u> | <u>TL</u> | | <u>LTL</u> | <u>TL</u> |
| 150.0 – 154.9 cents per gallon | 25.20% | 29.50% | 330.0 – 334.9 cents per gallon | 34.20% | 47.50% |
| 155.0 – 159.9 cents per gallon | 25.50% | 30.00% | 335.0 – 339.9 cents per gallon | 34.50% | 48.00% |
| 160.0 – 164.9 cents per gallon | 25.70% | 30.50% | 340.0 – 344.9 cents per gallon | 34.70% | 48.50% |
| 165.0 – 169.9 cents per gallon | 26.00% | 31.00% | 345.0 – 349.9 cents per gallon | 35.00% | 49.00% |
| 170.0 – 174.9 cents per gallon | 26.20% | 31.50% | 350.0 – 354.9 cents per gallon | 35.20% | 49.50% |
| 175.0 – 179.9 cents per gallon | 26.50% | 32.00% | 355.0 – 359.9 cents per gallon | 35.50% | 50.00% |
| 180.0 – 184.9 cents per gallon | 26.70% | 32.50% | 360.0 – 364.9 cents per gallon | 35.70% | 50.50% |
| 185.0 – 189.9 cents per gallon | 27.00% | 33.00% | 365.0 – 369.9 cents per gallon | 36.00% | 51.00% |
| 190.0 – 194.9 cents per gallon | 27.20% | 33.50% | 370.0 – 374.9 cents per gallon | 36.20% | 51.50% |
| 195.0 – 199.9 cents per gallon | 27.50% | 34.00% | 375.0 – 379.9 cents per gallon | 36.50% | 52.00% |
| 200.0 – 204.9 cents per gallon | 27.70% | 34.50% | 380.0 – 384.9 cents per gallon | 36.70% | 52.50% |
| 205.0 – 209.9 cents per gallon | 28.00% | 35.00% | 385.0 – 389.9 cents per gallon | 37.00% | 53.00% |
| 210.0 – 214.9 cents per gallon | 28.20% | 35.50% | 390.0 – 394.9 cents per gallon | 37.20% | 53.50% |
| 215.0 – 219.9 cents per gallon | 28.50% | 36.00% | 395.0 – 399.9 cents per gallon | 37.50% | 54.00% |
| 220.0 – 224.9 cents per gallon | 28.70% | 36.50% | 400.0 – 404.9 cents per gallon | 37.70% | 54.50% |
| 225.0 – 229.9 cents per gallon | 29.00% | 37.00% | 405.0 – 409.9 cents per gallon | 38.00% | 55.00% |
| 230.0 – 234.9 cents per gallon | 29.20% | 37.50% | 410.0 – 414.9 cents per gallon | 38.20% | 55.50% |
| 235.0 – 239.9 cents per gallon | 29.50% | 38.00% | 415.0 – 419.9 cents per gallon | 38.50% | 56.00% |
| 240.0 – 244.9 cents per gallon | 29.70% | 38.50% | 420.0 – 424.9 cents per gallon | 38.70% | 56.50% |
| 245.0 – 249.9 cents per gallon | 30.00% | 39.00% | 425.0 – 429.9 cents per gallon | 39.00% | 57.00% |
| 250.0 – 254.9 cents per gallon | 30.20% | 39.50% | 430.0 – 434.9 cents per gallon | 39.20% | 57.50% |
| 255.0 – 259.9 cents per gallon | 30.50% | 40.00% | 435.0 – 439.9 cents per gallon | 39.50% | 58.00% |
| 260.0 – 264.9 cents per gallon | 30.70% | 40.50% | 440.0 – 444.9 cents per gallon | 39.70% | 58.50% |
| 265.0 – 269.9 cents per gallon | 31.00% | 41.00% | 445.0 – 449.9 cents per gallon | 40.00% | 59.00% |
| 270.0 – 274.9 cents per gallon | 31.20% | 41.50% | 450.0 – 454.9 cents per gallon | 40.20% | 59.50% |
| 275.0 – 279.9 cents per gallon | 31.50% | 42.00% | 455.0 – 459.9 cents per gallon | 40.50% | 60.00% |
| 280.0 – 284.9 cents per gallon | 31.70% | 42.50% | 460.0 – 464.9 cents per gallon | 40.70% | 60.50% |
| 285.0 – 289.9 cents per gallon | 32.00% | 43.00% | 465.0 – 469.9 cents per gallon | 41.00% | 61.00% |
| 290.0 – 294.9 cents per gallon | 32.20% | 43.50% | 470.0 – 474.9 cents per gallon | 41.20% | 61.50% |
| 295.0 – 299.9 cents per gallon | 32.50% | 44.00% | 475.0 – 479.9 cents per gallon | 41.50% | 62.00% |
| 300.0 – 304.9 cents per gallon | 32.70% | 44.50% | 480.0 – 484.9 cents per gallon | 41.70% | 62.50% |
| 305.0 – 309.9 cents per gallon | 33.00% | 45.00% | 485.0 – 489.9 cents per gallon | 42.00% | 63.00% |
| 310.0 – 314.9 cents per gallon | 33.20% | 45.50% | 490.0 – 494.9 cents per gallon | 42.20% | 63.50% |
| 315.0 – 319.9 cents per gallon | 33.50% | 46.00% | 495.0 – 499.9 cents per gallon | 42.50% | 64.00% |
| 320.0 – 324.9 cents per gallon | 33.70% | 46.50% | 500.0 – 504.9 cents per gallon | 42.70% | 64.50% |
| 325.0 – 329.9 cents per gallon | 34.00% | 47.00% | 505.0 – 509.9 cents per gallon | 43.00% | 65.00% |

LTL is defined as shipments weighing less than 19,999 lbs. and other than loaded to full visible capacity or application of the cubic capacity and density rule.

TL is defined as shipments weighing 20,000 lbs. or greater, shipments specifically designated as pupload or truckload, shipments loaded to full visible capacity, shipments subject to linear foot minimum or shipments with application of the cubic capacity and/or density rule.

Fuel Related Surcharge table is subject to change without notice. For every 5-cent increase in the Western Regional Average Diesel Fuel Index above 509.9 cents per gallon, the LTL Fuel Surcharge will alternatively increase by 0.2% & 0.3%, respectively, beginning with a 0.2% increase to 37.20%, then to 37.50%, and so on. The TL Fuel Surcharge will increase by 0.5% for every 5-cent increase in the Western Regional Average Diesel Fuel Index above 509.9 cents per gallon.



Item 460 GUARANTEED SERVICES (SUBJECT TO NOTES 1-8)

GS, GH

- 1. Guaranteed Standard Service (G.S.):** Oak Harbor Freight Lines will guarantee arrival of shipment by the close of business (5:00 pm) on the normal scheduled standard service day where G.S. Service has been requested by attaching an Oak Harbor provided G.S. sticker to the original bill of lading or has been clearly requested in the body of the original bill of lading. The fee for this service shall be an up-charge of 25% (1.25 factor) subject to a minimum up-charge of \$85.00 in addition to the normal applicable net freight charges. Should G.S. shipment not arrive within standard service time, all charges will be automatically removed from that particular shipment.



- 2. Guaranteed Hour Specific Service (G.H.):** Oak Harbor Freight Lines will guarantee arrival of shipment within a specified window of time, not less than one hour in length, between the hours of 9:00 am to 5:00 pm on the normal scheduled standard service day where G.H. Service has been requested by attaching an Oak Harbor provided G.H. sticker to the original bill of lading or has been clearly requested in the body of the original bill of lading. The fee for this service shall be an up-charge of 45% (1.45 factor) subject to a minimum up-charge of \$135.00 in addition to the normal applicable net freight charges. Should G.H. shipment not arrive prior to or within specified delivery window not less than one hour in length on normal standard service day, all charges will be automatically removed from that particular shipment.



Note 1: Standard Service is defined as delivery on the normal scheduled standard service day by 5:00 pm.

Note 2: Specified delivery window for purposes of Guaranteed Hour Specific Service must be between the hours of 9:00 am and 5:00 pm on the normal scheduled standard service day and must not be less than one hour in length. One hour windows requested before 9:00 am and after 5:00 pm will be delivered during the first available window (9:00 – 10:00 am) and the last available window (4:00 – 5:00 pm) respectively.

Note 3: Guaranteed Services will only be provided on shipments when requested on the original bill of lading at time of tender.

Note 4: Guaranteed Services apply to all points shown as direct and not served by an Agent in Oak Harbor Freight Lines points file in effect at time of shipment.

Note 5: Guaranteed Services do NOT apply to residential deliveries, truckload /volume moves, articles that are 12' or greater in length or width, weekend or holiday pick-ups / deliveries, convention / exhibition shipments (see note 6), Cash in Advance (CIA) shipments, indirect points, Agent points that show as direct or partnership shipments.

- Truckload/volume moves are defined as shipments weighing 12,000 lbs. or greater, shipments specifically designated as pupload or truckload, shipments loaded to full visible capacity, shipments subject to linear foot minimum, shipments with application of the cubic capacity, density rule and/or shipments that occupy 12' of trailer floor space or more.

Note 6: Guaranteed Standard Service (G.S.) will apply on convention / exhibition shipments delivered to Oak Harbor's delivery Agent in Las Vegas, NV only. Oak Harbor will guarantee arrival of shipment to Oak Harbor's Las Vegas, NV Agent by 5:00 pm on the normal scheduled standard service day. Oak Harbor's Guaranteed standard service applies only of the arrival of the G.S. shipment at Oak Harbor's Las Vegas, NV Agent and not the final Agent delivery to the convention / exhibition.

(Item 460 Guaranteed Services continued on next page)



Item 460 GUARANTEED SERVICES (SUBJECT TO NOTES 1-8) (Cont'd)

GS, GH

Note 7: Oak Harbor Freight Lines (OAKH) will not be obligated to cancel guaranteed or freight charges if one or more of the following conditions exist.

- a. OAKH arrives prior to or within guaranteed service commitment.
- b. OAKH provides proof of delivery showing arrival of shipment prior to or within guaranteed service commitment.
- c. Acts of God or circumstances beyond OAKH's control. This includes, but is not limited to, instances where portions of highways, roads, bridges, and/or tunnels are closed, obstructed or otherwise impassible during shipment.
- d. Shipment requires special handling equipment, is delayed due to special requirements of the consignee and/or is by no fault of OAKH picked up late as to keep the shipment from making appropriate linehaul schedule.
- e. Consignee is unavailable to receive the shipment.
- f. Consignee requires or requests redelivery.
- g. Shipment requires repackaging, reworking or reloading deemed to be caused by inadequate or improper packaging or loading by shipper.
- h. Shipment requires an appointment at delivery where the appointed time is required to be different than the guaranteed time.
- i. Shipment is picked up from the shipper or dropped by shipper at Carrier's facility after 6:00pm.
- j. Shipper makes a mistake or provides inaccurate information on the bill of lading.

Note 8: Shipments moving via Guaranteed Services which are delayed due to Acts of God or circumstances beyond OAKH's control will be assessed normal applicable freight charges without the Guaranteed Service up charge.

Item 470 HANFORD NUCLEAR RESERVATION PICK-UP OR DELIVERY

HANUPU, HANUDE

Shipments originating from or destined to the 100 or 200 areas of the Hanford Nuclear Reservation shall be subject to an additional charge of \$200.00 per shipment.

Item 490 INACTIVITY

Oak Harbor Freight Lines reserves the right to cancel negotiated pricing programs due to no shipment activity over a ninety (90) consecutive day period.

Item 500 INTERLINE SHIPMENTS NOT ORIGINATED BY OAK HARBOR

Interline shipments not originated by Oak Harbor Freight Lines which are not subject to a current interchange agreement shall be subject to Oak Harbor's default discount. Oak Harbor will bill originating carrier, whether terms are prepaid or collect, for the default discounted charges from point of interchange to final destination.



Item 510 LINEAR FOOT MINIMUM CHARGE (SEE NOTES 1, 2 & 3)

LINEAR, LIN18, LIN25, LIN32, LIN42

Oak Harbor Freight Lines shall endeavor to furnish the most suitable equipment available. The shipper will have the option to refuse equipment offered, but once loading has begun, provisions of this item will apply.

- 1. **Single trailer of 32 feet in length or less:** When shipment occupies 18 or more feet of linear trailer space the minimum charge for that quantity loaded will be \$2.05 per mile subject to a \$515.00 minimum. The following proportioning applies:
 - a. 18 feet but less than 25 feet = 80% of per mile charge
 - b. 25 feet but less than 32 feet = 100% of per mile charge
 Any portion of the shipment that must be loaded on an additional trailer (not loaded to capacity) shall be rated as a separate shipment at the actual weight thereof subject to all applicable pricing/discount provisions.
- 2. **Single trailer or a set of trailers of more than 32 feet in length but less than 64 feet in length:** When shipment occupies 32 or more feet of linear trailer space the minimum charge for that quantity loaded will be \$4.10 per mile subject to a \$1,030.00 minimum. The following proportioning applies:
 - a. 32 feet but less than 42 feet = 80% of per mile charge
 - b. 42 feet but less than 64 feet = 100% of per mile charge
 Any portion of the shipment that must be loaded on an additional trailer (not loaded to capacity) shall be rated as a separate shipment at the actual weight thereof subject to all applicable pricing/discount provisions.

Note 1: If applicable pricing/discounts or quotes are less than the linear foot minimum charge and a shipment meets the terms of this item, the linear foot minimum charge will apply except in cases where there are negotiated truckload rates.
Note 2: Multiple shipments from the same shipper on the same day going to the same consignee shall be consolidated and rated as one shipment if the shipments together qualify for linear foot minimum charge.
Note 3: Fuel surcharge applies in addition to linear foot minimum charge.

Item 520 LUMPER AT DESTINATION CHARGES – DROPPED OR SPOTTED TRAILERS

LUD

Shipments destined to the following consignees listed in this item shall be subject to an additional charge of \$1.60 per cwt., \$60.00 minimum charge and a \$500.00 maximum charge per shipment:

| <u>Consignee</u> | <u>Account #</u> | <u>Address</u> |
|--------------------------------|------------------|---|
| American Sales | | 4201 Walden Ave, Lancaster, NY 14086 |
| C & S Wholesale | | B Court S, Sutton Kilmer Industrial Park, Edison, NJ 08817 6300 Columbia Park Rd, Landover, MD 20785 100 Keystone Industrial Park Ocean Metro, Dunmore, PA 18512 1500 Corporate Blvd, Newburgh, NY 12550 7805 Assateague Dr, Jessup, MD 20794 100 King Springs Rd, Windsor Locks, CT 06096 1120 Harvey Lane, Suffield, CT 06078 47 Old Ferry Rd, Brattleboro, VT 05301 |
| CVS | | 1 Berry Drive, Lumberton, NJ 08048 322 Revco Road, Somerset, PA 15501 500 Lansdowne Rd, Fredericksburg, VA 22408 400 Founders Dr, Woonsocket, RI 02895 1 CVS Dr, Waverly, NY 14892 |
| Core-Mark International, Inc. | | 1635 S 5070 W, Salt Lake City, UT 84111 |
| Duane Reade | | 50-02 55 th Ave Maspeth, NY 11378 |
| Food Services Of America (FSA) | | 802 Parkway Lane, Billings, MT 59101 |



Fred Meyer Distribution (Kroger)

208 Maurin Road, Chehalis, WA 98532
220 Maurin Road, Chehalis, WA 98532
224 Maurin Road, Chehalis, WA 98532
226 Maurin Road Dr. 200-206, Chehalis, WA 98532

Golub or Price Chopper

201 Country Rd, Guilderland Center, NY 12085
501 Duanesberg Rd, Schenectady, NY 12306

Hannaford / Progressive

5 Commercial St, Scarborough, ME 04074
54 Hannaford St, South Portland, ME 04106
970 RT 9, Schodack Landing, NY 12156
1245 US RT 202, Winthrop, ME 04364

Jetro Cash & Carry

All Locations
Bronx, NY – Brooklyn, NY – Philadelphia, PA - College Point, NY -
Jersey City, NJ

J Kings

700 Furrows Road Holtsville, NY 11742

Krasdale

400 Food Center Drive, Bronx, NY 10474
Brooklyn, NY

McLane

2828 McLane Drive Baldwinsville, NY 13027
932 Maple Street Contoocook, NH 03229

McLane / WaWa

742 Courses Landing, Carney's Point, NJ 08069

Penn Traffic/Riverside Warehouse

200 Shaffer Ave, Dubois, PA 15801
851 Beaver Dr, Dubois, PA 15801

Peytons

500 S. Charter Oak Ranch Road, Fountain, CO 80817
5305 W. Buckeye Rd, Phoenix, AZ 85043

Rite Aid

500 Forbes Road, Dayville, CT 06241
8 Queen Ann Court, Langhorne, PA 19047
7245 Henry Clay Blvd, Liverpool, NY 1308
601 Chelsea Road, Perryman, MD 21130
5865 Success Drive, Rome, NY 13440
601 Chelsea Rd, Aberdeen, MD 210
1 Geoffrey Road, Fairless Hills, PA 19030

Shaws

RT 9 Spencer Ind. Park Wells, ME 04090

Staples

1550 S Main St Chambersburg, PA 17201
11540 Hopewell Rd Hagerstown, MD 21740
1155 Tracy Rd Dayville, CT 06241
105 Bracken Rd Montgomery, NY 12549
500 E High St London, OH 43140

Wakefern

520 Dowd Ave, Elizabeth, NJ 07201
363 Davidson Mill Rd, Jamesburg, NJ 08831

Walgreens

125 N Commerce Way, Bethlehem, PA 18017

Weis Markets

16 Industrial Park Rd, Milton, PA 178

Item 525 LUMPER AT DESTINATION CHARGES

LUM

Shipments where a "lumper" service is required or used in order to make delivery, an additional charge of \$3.70 per cwt., \$45.00 minimum charge and a \$350.00 maximum charge per shipment will apply.

Provisions of this item also apply to the following specific consignees:



| <u>Consignee</u> | <u>Account #</u> | <u>Address</u> |
|----------------------------|------------------|---|
| AFI | | 1 Ikea Drive, Elizabeth, NJ 07207 |
| C & S Wholesale | | 4875 Susquehanna Trail, York, PA 17405 |
| Driscoll Food Service | | 174 Delawanna Ave, Clifton, NJ 07014 |
| Harbor Wholesale Grocery | 0301130 | 3901 Hogum Bay Road NE, Lacey, WA 98516 |
| Imperial Bag | | Bayonne, NJ |
| Kehe | | Romeoville, IL |
| OK Grocery | | 755 Beechnut Drive, Pittsburgh, PA 15205 |
| PFG Food Service | | 1 Ikea Drive, Elizabeth, NJ 07207 |
| Rienhart | | Mount Pleasant, PA |
| Super Value | | 400 Paintersville Road, New Stanton, PA 15672 |
| Sysco Food Service | | Thomas McGovern Drive, Jersey City, NJ 07305 20 Theodore Conrad Drive, Jersey City, NJ 07305 |
| United Natural Foods, Inc. | 0278429 | 1101 Sunset Blvd, Rocklin, CA 95765 |
| US Foodservice | 0277680 | 1685 W. Cheyenne Ave, N. Las Vegas, NV 89032 Perth Amboy, NJ |

Item 530 LUMPER SERVICE CHARGES

LUMP

1. When carrier is required to acquire or utilize a service provider to load and/or unload freight from and/or to the carrier's vehicle, the carrier will not absorb any charges or fees accompanied with acquiring or utilizing said service. The carrier will be reimbursed for any expenses, charges or fees assessed by said service provider. Such expenses, charges or fees will be prorated by weight and proportional charges will be added to the freight bills involved. In the event the service provider assesses a charge on a per bill basis, said charge will be added to the freight bill.
2. Such expenses, charges or fees will be in addition to all other lawful charges and will be assessed against the payor of the freight charges, plus a processing fee of \$28.00 per shipment.

Item 535 GROCERY WAREHOUSE SERVICES AND NON SERVICE DELIVERY POINTS

GROC

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 190), Sorting and Segregating (See Item 330), Detention of Truck and Driver (See Item 130), among others.
2. Where the grocery warehouse requires the use of a service provider for specific unloading services, carrier will be reimbursed by the payor of the freight charges for the cost of the required service charged by the provider, any resulting cost for delay incurred for detention or delivery completed after normal business hours, plus a processing fee of \$28.00 per shipment.



3. Any Amazon, Boeing, Chewy Inc (Reno), Coastal Pacific, KeHe, McLane Northwest, Supervalu, Sysco Food Service, Unified, UNFI, US Foods, and Walmart DC (Redding) facilities within Oak Harbor's Direct Service Area will not be serviced. If any shipments for these consignees are tendered and picked-up, said shipment(s) will be returned to Shipper. Exceptions to be made for non-inventory Amazon deliveries that do not require an appointment.

Item 540 RELEASED VALUE – CARRIER LIABILITY LIMITATIONS, ARTICLES OF EXTRAORDINARY VALUE (MAXIMUM VALUE) AND EXCESS VALUE LIABILITY EXCVAL

Unless excess value liability is requested and so noted as outlined below, articles with an original invoice value exceeding the limitations shown below in Column B, relative to the corresponding Class in Column A, will be considered to be of Extraordinary Value. Articles of Extraordinary Value accepted for transportation will be considered released at the value per pound shown in Column B, subject to a Maximum Liability of \$25,000.00 per Shipment. The maximum value per pound allowed will be arrived at by determining the actual Class, FAK or class exception articles actually shipped as. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A, as follows:

| <u>COLUMN A</u> | <u>COLUMN B</u> | <u>COLUMN A</u> | <u>COLUMN B</u> | <u>COLUMN A</u> | <u>COLUMN B</u> |
|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|----------------------------|
| <u>Actual NMFC Class</u> | <u>Max Value Per Pound</u> | <u>Actual NMFC Class</u> | <u>Max Value Per Pound</u> | <u>Actual NMFC Class</u> | <u>Max Value Per Pound</u> |
| 50 | \$ 1.00 | 85 | \$ 5.00 | 175 | \$ 10.75 |
| 55 | \$ 1.50 | 92.5 | \$ 6.00 | 200 | \$ 11.25 |
| 60 | \$ 2.25 | 100 | \$ 7.00 | 250 | \$ 12.00 |
| 65 | \$ 3.00 | 110 | \$ 8.00 | 300 | \$ 13.50 |
| 70 | \$ 3.75 | 125 | \$ 9.00 | 400 | \$ 14.50 |
| 77.5 | \$ 4.25 | 150 | \$ 10.00 | 500 | \$ 15.00 |

1. Per Handling Unit (per piece, per pallet, per carton, per drum, etc), Spot Quote and/or Flat rated shipments will move at a released value not to exceed \$0.99 per pound.
2. "Net Rate" shipments will move at a released value not to exceed \$5.00 per pound.
3. Except for released values or liability limitations as contained in pricing agreement, transportation contracts, OAKH 100 or NMF 100, or excess value liability is requested as shown in #4 below, the provisions of this item will apply as a maximum valuation per pound.
4. Should consignor desire excess value liability, the consignor must indicate in writing on the original bill of lading at time of shipment the total dollar amount of "Excess Value Liability" desired in excess of the above max value limits shown in column B, released value limits shown in NMF 100, released values contained in pricing agreement or released value items in OAKH100. A consignor requesting excess value liability would enter on the original bill of lading as follows: "**Excess Value Liability request in the amount of \$_____.**" Oak Harbor will assess a charge of \$5.00 per each \$100.00 of excess value liability requested subject to a minimum charge of \$50.00 per shipment. Maximum Excess Value Liability that may be requested is \$250,000.00 per shipment.
 - a. Excess Value Liability is available on Oak Harbor Direct Service Points within the states of AZ, CA, ID, NV, OR, UT, & WA.
 - b. Claims law and filing procedures for proof of loss apply if Excess Value Liability is requested. Requesting excess value liability does not relieve claimant of loss from claims law and standard filing and proof procedures.
 - c. Excess value liability may not be requested and will not be allowed on the following commodities: Used Commodities, Art, Household Goods, Personal Effects and DLP, LCD & Plasma Televisions.
5. When shipments move in International Commerce the following will apply:
 - a. On shipments FROM the United States TO Canada, carrier liability, as it pertains to valuation will be governed by the invoice value of the merchandise being transported.
 - b. On shipments FROM Canada TO the United States, carrier liability will be governed by the value on the Bill of Lading. Where no value is declared, the carrier's Maximum Liability will be \$ 2.00 per pound.



Item 550 RELEASED VALUE – ART

Art that is inadvertently accepted for transportation will move at a released value not to exceed \$0.10 per pound. Classification will be determined based upon the National Classification Committee density guidelines.

Art is defined as human works or pieces of beauty, design, sculpture, pictorial representation, etc. which main purpose is intellectual pleasure, appearance, aesthetic value or intrinsic value.

Item 560 RELEASED VALUE – HOUSEHOLD GOODS OR PERSONAL AFFECTS

Shipments moving via Oak Harbor Freight Lines containing household goods or personal effects will move at class 150 and will only be accepted for transportation when the freight charges are prepaid and the goods are released to a value not to exceed \$0.10 per pound. If a shipment containing household goods or personal effects is inadvertently accepted for transportation without the released value of \$0.10 per pound being notated on the bill of lading or shipping order, it will be considered as being released to a value of \$0.10 per pound.

Antiques that are inadvertently accepted for transportation will be considered to be household goods and will be released to a value of \$0.10 per pound.

Item 570 RELEASED VALUE – TELEVISIONS / MONITORS (DLP, LCD, LED, OLED, PLASMA)

Shipments moving via Oak Harbor Freight Lines containing digital light processing (DLP), liquid crystal display (LCD), light emitting diode (LED), organic light emitting diode (OLED) or plasma televisions / monitors will move at a released value not to exceed \$0.10 per pound.

Item 580 RELEASED VALUES – USED OR REFURBISHED COMMODITIES

Used or Refurbished Agricultural Implements or Parts, Used or Refurbished Electrical Equipment or Parts and Used or Refurbished Machinery or Parts: Shipments moving via Oak Harbor Freight Lines containing listed released value commodities will move at a released value not to exceed \$0.10 per pound.

Item 585 REMOTE LOCATION PICK-UP AND DELIVERY CHARGES

REMPU, REMDLY

Shipments originating from or destined to the locations shown in Exhibit A – OAKH Remote Points, Tab A shall be subject to additional charges as shown. A full listing can be found at the following link, with it being subject to change without notice:

<http://www.oakh.com/page/oakh100>

Item 586 REMOTE LOCATION PICK-UP AND DELIVERY CHARGES: EASTERN KENTUCKY MOUNTAIN ZIPS

REMOTE, EASTKY

Shipments originating from or destined to the Eastern Kentucky zip codes as shown in Exhibit A – OAKH Remote Points, Tab B will be subject to an additional charge of \$42.00 per shipment.

Item 587 NORTH DAKOTA BAKKEN OIL FIELD REGION SURCHARGE

REMOTE, DAKOTA

Shipments destined to the North Dakota zip codes as shown in Exhibit A – OAKH Remote Points, Tab C will be subject to an additional delivery surcharge of \$37.00 per shipment.



Item 588 ODESSA, TEXAS OIL REGION SURCHARGE**REMOTE, ODESSA**

Shipments destined to the Texas zip codes as shown in Exhibit A – OAKH Remote Points, Tab D will be subject to an additional delivery surcharge of \$100.00 per shipment.

Item 589 NON-SERVICE LOCATION PICK-UP AND DELIVERY CHARGES**NOSVPU, NOSVDY**

In the event that a shipment is successfully picked-up from or delivered to a location that is a Non-Service Point, the shipment will be subject to an additional charge of \$125.00 per hour, with a minimum charge of \$250.00.

Item 590 HIGHWAY 1 CLOSURE SURCHARGE**REMOTE, HWY1**

Shipments destined to the Alberta and British Columbia zip codes as shown in Exhibit A – OAKH Remote Points, Tab E will be subject to an additional delivery surcharge of \$4.00 per cwt, subject to a \$40.00 Minimum Charge, and a \$1,200.00 Maximum Charge.

Item 600 PARTNERSHIPS & DELIVERY SOLUTIONS

Current Oak Harbor Freight Lines partnerships, states of service and floor minimum charges:

| <u>Partnership</u> | <u>Service States</u> | <u>Floor Minimum</u> |
|---|---|--|
| A Duie Pyle (PYLE) | CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT, WV | \$214.00 |
| Dayton Freight Lines (DAFG) | IA, IL, IN, KY, MI, MN (except 3-digit zips 561, 562, 564, 565, 566, 567), MO, OH, WI | \$177.50 |
| Dedicated Delivery Professionals (DDPP) | AZ | \$155.00 |
| 1315764 BC, LTD (OTON) (Formerly Diamond Delivery, RDMD) | Direct: BC | \$189.00 |
| | Indirect: AB, MB, NB, ON, PQ, SK** | \$314.00 |
| Honolulu Freight Service (HLFS) | HI | Combo Rates |
| Lynden Transport (LTIA) | AK | Combo Rates |
| Magnum, Inc. (MGUL)* | CO (NOPK indirect points), KS, MN (561, 562, 564, 565, 566, 567 only), ND, NE, SD | \$177.50 |
| North Park Transportation (NOPK) | CO, MT, UT, WY | \$155.00 (MT, UT) \$175.00 (CO, WY) |
| Southeastern Freight Lines, Inc. (SEFL) | AL, AR, FL, GA, LA, MS, NC, OK, SC, TN, TX, VA | \$177.50 |

* = Delivering Interline Carrier

** = Delivered by 3rd Carrier

1. Outbound Prepaid & Collect Partnership pricing applies from Oak Harbor Freight Lines direct services points to each of the above listed Partners service states / provinces as specifically noted in individually negotiated pricing agreements or contracts.
2. Inbound Collect Partnership pricing, as contained in individually negotiated pricing agreements or contracts, apply from the above listed Partners service states / provinces, except from NM to Oak Harbor's direct service points.
3. For partnership pricing to apply, pricing must be established between Oak Harbor Freight Lines and specific customers in individually negotiated pricing agreements or contracts.

