

SECTION 1
ABBREVIATIONS, APPLICATIONS AND DEFINITIONS

ITEM 100

ABBREVIATIONS:

BOL	Bill of lading
COD	Collect on delivery
CWT	Per hundred weight
DTS	Diversified Transfer and Storage
DTSB	Standard Alpha Code
LBS	Pound or Pounds
LTL	Less than truckload
NMFC	National Motor Freight Classification
POD	Proof of delivery
TL	Truckload
#	Number
&	And

DEFINITIONS:

“CARRIER” shall mean Diversified Transfer and Storage, as well as its agents, subcontractors, officers and assigns.

“CONSIGNEE” shall mean the receiver of the freight shipment.

“CONSIGNOR” shall mean the shipper of the freight shipment.

“PURCHASER OF CARRIER’S SERVICES” shall mean the individual and/or entity that contracts with the CARRIER for motor carrier services and/or agrees to pay CARRIER for all motor carrier services.

“SHIPMENT” shall mean it is a tender of freight received from one consignor, at one time, destined to a consignee or consignees within the scope of carrier services.

ITEM 110

APPLICATIONS OF RATES:

This tariff contains rules, rate and charges for shipments moving under the provisions of carrier tariffs and/or contracts governed by this publication. A copy of this tariff is available to the purchaser of services upon request and is also posted on carrier’s website. The rules and regulations contained herein shall apply for all shipments unless a written contract is executed between an officer of the carrier and the purchaser of services which contain terms and conditions contrary to the provisions of this tariff.

ITEM 120

BILL OF LADING:

All shipments handled by carrier are governed by the uniform straight bill of lading terms and conditions shown in the National Motor Freight Classification modified by the rules, regulations and charges published in this rules tariff. No deviations from these standard terms and conditions will be applicable in connection with shipments handled by the carrier except upon written agreement signed by an officer of the carrier. Terms and conditions of preprinted bill of lading tendered to the carrier by either the purchaser of carrier’s services or other third party at the time of shipment and signed by carrier’s driver or agent will not apply except upon written agreement by an officer of carrier. Carrier will accept all bills of lading so tendered by the purchaser or carrier’s services at time of shipment subject to the terms and conditions shown herein and as modified in this rules tariff.

Drivers of carrier or its agents are not authorized to bind carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for shipment only.

SECTION 1
(continued)

ITEM 130

CANCELING ORIGINAL AND REVISED PAGES:

When this rules tariff is formally amended by revised pages the cancellation of prior pages will be effected by means of this item. A revised page will not show a cancellation notice. Revisions of each page will be filed in numerical sequence as example: 1st revised page 5 will have the effect of canceling original page 5.

ITEM 140

CHARGES IN UNITED STATES DOLLARS:

Unless otherwise agreed in writing between carrier and purchaser of services, all rates and charges will be in United States currency.

ITEM 150

GOVERNING PUBLICATIONS:

This tariff is governed except as otherwise provided herein by the following publications of successive issues thereof:

Classification	National Motor Freight Classification (NMFC)
Fuel surcharge	Diversified Transfer and Storage fuel surcharge matrix (Addendum 1 Attached)
Loss and damage claims	DTS Rules Tariff DTSB 100 Section 4
Mileage guide	PC Miler Practical Miles

SECTION 2
SCOPE OF OPERATIONS

ITEM 200

APPOINTMENTS – PICKUP AND DELIVERY:

Carrier shall make a reasonable effort to schedule pickup and delivery appointments. Appointments shall be made at no charge. Consignee shall facilitate prompt unloading in the event of missed appointments. Carrier shall make every effort to communicate any late or missed appointments to the proper parties but in no way shall be liable for deductions of carrier's freight bills for late or missed appointments nor be liable for any fines or penalties assessed by consignee or consignor.

ITEM 205

COMMODITY LIMITATIONS:

MC215020 – General commodities except class A and B explosives, household goods and commodities in bulk between points in the United States. All shipments are subject to the Carmack Amendment, 49 USC 14706.

ITEM 210

IMPRACTICAL OPERATIONS:

Nothing in this rules tariff shall require carrier to perform pickup and delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier, to operate vehicles because of weather conditions, road, ground or location condition, legal orders, riots or acts of God which make the performance of such service dangerous, impractical, unsafe or illegal.

ITEM 215

INTERSTATE VERSUS INTRASTATE:

The rules set forth in this tariff shall apply to all shipments handled by the carrier regardless of origin or destination.

ITEM 220

LESS THAN TRUCKLOAD SERVICE:

LTL shipments of frozen commodities, subject to LTL rates or contracts, will be maintained at a temperature between zero and 14 degrees Fahrenheit. However, in no case shall carrier be required to maintain a temperature lower than the temperature of the commodity at time of receipt of shipment by carrier from shipper.

LTL shipments of chilled commodities, subject to LTL rates or contracts, will be maintained at a temperature between 35 and 60 degrees Fahrenheit. However, in no case shall carrier be required to maintain a temperature lower than the highest temperature of the commodity at time of receipt of shipment by carrier from shipper.

ITEM 225

REGULATED VERSUS EXEMPT:

The rules set forth in this tariff shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 USC 14706 (Carmack Amendment).

SECTION 2
(continued)

ITEM 230

TRUCKLOAD SERVICE:

Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to the carrier as a truckload the applicable truckload rate will apply and the truckload rate will not alternate with the less than truckload rate. All freight charges must be paid in full at one time by the purchaser of carrier's service as shown on the bill of lading. Stops in transit will be allowed, with compensation, to complete loading or unloading.

ITEM 235

WEIGHT LIMITATIONS:

Carrier shall not be required to accept for transportation any truckload shipment which exceeds legal limits or which occupies more than the full visible capacity of the trailer provided.

SECTION 3
ACCESSORIAL CHARGES

ITEM 300

AFTER HOURS DELIVERY:

If carrier is required to deliver shipments due to consignee's delivery appointment, normal delivery schedule or per consignor's request at or between 4PM and 4AM, a charge of \$75.00 shall apply for such after hours delivery in addition to all other applicable charges. Carrier will notify purchaser of carrier's service and advise of the additional charge.

ITEM 305

APPLICATION OF ACCESSORIAL CHARGES:

In addition to the line haul charges or base rate for any shipment and unless otherwise agreed to in writing all accessorial charges shown in this section shall apply and be subject to the Carmack Amendment, 49 USC 14706 and will be added to the freight bill.

ITEM 310

COLLECT ON DELIVERY:

Collect on delivery (COD) shipments will be accepted subject to the following provisions:

- A. Carrier must be notified at the time of shipment that COD is requested.
- B. COD shipments may not be stopped in transit for partial loading or unloading.
- C. The following, with the words "Collect on Delivery" in bold face type or red ink, must appear prominently and legibly on the bill of lading:
Collect on Delivery \$ _____ and remit to:
Name:
Address:
City, State and Zip
- D. Carrier may accept a personal check issued by or on the behalf of the consignee with the consignor approval for payment of the COD amount. Carrier will not accept cash for the COD.
- E. Carrier will accept personal checks, cashier's checks, certified checks and/or money orders only as an agent of the consignor and only at the consignor's risk. Carrier's responsibility for the COD payment is limited to the reasonable care and diligence in forwarding the form of payment to the consignor or to such other party as may be designated within fifteen (15) business days after receipt by the carrier.
- F. The charge for collecting and remitting the COD payment will be \$25.00 per \$1000.00 of the COD amount subject to a minimum charge of \$25.00 in addition to all other applicable charges.

ITEM 315

DETENTION:

- A. When due to no fault, negligence or disability of the carrier, if the unloading of freight is delayed beyond the free time of 2 hours, a charge for detention will be billed to the party that is responsible for the payment of the freight charges.
- B. If consignee requires notification before delivery for a stated period of time and unloading is delayed beyond free time due to purchaser of carrier's services failure to notate the bill of lading with that requirement the purchaser of services will be held responsible for detention charges and the no-recourse clause of the bill of lading contract will not apply.
- C. Where disputes arise about detention, carrier may not deliver the shipment to consignee until all accrued detention charges are guaranteed to the satisfaction of the carrier.

SECTION 3
(continued)

ITEM 315

DETENTION (continued)

- D. Time consumed in loading or unloading shall commence from the time of arrival of carrier's vehicle at the loading or unloading site and shall cease upon completion of loading or unloading. Two hours free time will be allowed for each vehicle loading or unloading.
- E. When delay of vehicle beyond free time takes place the charge will be:
 - 1. \$15.00 for each 15 minutes or fraction thereof (\$60.00 per hour).
 - 2. Minimum charge \$15.00
 - 3. Maximum charge for each 24 hour period \$500.00
- F. If shipment remains undelivered through no fault of the carrier and is returned to carrier's control, any storage charges will begin when detention charges end.

ITEM 320

EQUIPMENT ORDERED BUT NOT USED:

All loads cancelled by the consignor and/or consignee less than 24 hours prior to appointed pickup time, a charge of \$150.00 for equipment ordered and not used shall apply.

ITEM 325

FUEL SURCHARGE:

Carrier shall add a fuel surcharge on all freight shipped base on the Energy Information Administration (EIA) National U.S. Average and will be applied using DTS Fuel Matrix shown as Addendum 1 of this tariff. Adjustments will be made each Monday based upon the EIA National Average posted on that day and will be applied on all shipments loaded on or after that date until the next adjustment. In the event of a holiday on Monday the EIA National Average for Tuesday will apply on all shipments loaded on or after Tuesday.

ITEM 330

INSIDE DELIVERY:

When requested by the consignee and within the carrier's limits may move a shipment or portion of the shipment beyond a shipping/receiving dock. Charges for such service will be assessed at \$3.00 cwt with a minimum charge of \$50.00. These charges will be in addition to all other applicable charges.

ITEM 335

LOADING AND UNLOADING:

If consignor or consignee shall require the use of an outside loading service or person for the purpose of loading or unloading, a lumper charge shall apply and will be added in addition to all other charges and added to the freight bill. In case of multiple shippers the charge shall be prorated and added in addition to all other charges.

ITEM 340

PALLET EXCHANGE:

Upon request DTS will furnish pallets for exchange when available. Pallets exchanged will be of like number of pallets identical in size and construction. On shipments that the consignee or consignor does not exchange pallets, the consignee or consignor will be charged \$8.50 per pallet.

SECTION 3
(continued)

ITEM 345

RECONSIGNMENT OR DIVERSION:

The terms reconsignment or diversion are considered to be synonymous and the use of either will be considered to mean:

1. A change in the name of the consignor or consignee.
2. A change in the place of delivery within the original destination point.
3. A change in the destination point.

The request for reconsignment or diversion must be confirmed in writing or by facsimile. DTS will make a diligent effort to execute such request but will not be responsible if such service is not possible. Only entire shipments, not portions of shipments may be reconsigned. The original bill of lading and/or shipping order must be cancelled and a new document must be issued.

The charges for such service will be:

1. If reconsignment occurs prior to tender for delivery the charge will be \$50.00 plus \$1.70 per mile for all out of route miles in addition to all other applicable charges.
2. If reconsignment occurs after tender for delivery the charge will be \$75.00 plus \$1.75 per mile for all out of route miles in addition to all other applicable charges.

ITEM 350

REFUSED SHIPMENTS:

When a shipment is refused or rejected through no fault of the carrier, the carrier shall attempt to promptly notify the consignor. If the carrier does not receive a response within 48 hours of the first notice, they will attempt to issue a second and final confirmed notification. If the carrier does not receive disposition within 10 days they may offer the shipment for public sale. The amount of the sale proceeds will be applied to the carrier's invoice for transportation, storage and any other applicable lawful charges. If perishable goods are involved and cannot be delivered and a disposition is not given within a reasonable time, the carrier may at its discretion dispose of the shipment to the best advantage of the carrier.

ITEM 355

SATURDAY, SUNDAY OR HOLIDAY SERVICE:

If consignee or consignor request shipment to be delivered by appointment on weekends or national holidays, a delivery charge of \$200.00 shall apply in addition to all other applicable charges.

ITEM 360

SORTING AND SEGREGATION:

When carrier is required to sort, segregate, rehandle or restack freight, a charge \$1.50 cwt will apply on total weight of the shipment subject to a minimum charge of \$15.00 per shipment. If shipments are separated, palletized and stenciled, this charge maybe negotiated prior to arrival if agreed to in writing by all parties.

ITEM 365

STOP OFFS:

Shipments subject to truckload rates received for the consignor at one point and at one time and if shown on the bill of lading may be stopped in transit for partial loading or unloading. The destination of all stop points must be clearly shown at time of shipment. The charge for such service will be \$75.00 for each additional stop which shall be added to all other applicable charges.

SECTION 4
CLAIMS

ITEM 400

ACKNOWLEDGEMENT OF CLAIMS:

Carrier shall, upon receipt in writing of a proper claim in the manner and form described in the rules tariff, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of receipt by the carrier unless carrier shall have paid or declined such claim in writing within the thirty (30) days of the receipt thereof. Carrier shall indicate in the acknowledgement to the claimant as to what, if any, additional information may be required to process the claim. Carrier at the time claim is received will create a separate file and assign thereto a specific claim number to such. Claims for a value of less than \$50.00 will not be recognized nor responded too.

ITEM 405

APPLICATION OF CARGO CLAIMS:

Subject to the provisions of this rules tariff carrier shall be liable only for losses incurred due to freight loss, damage or delay in accordance with the provisions of the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. 14706.

ITEM 410

CLAIMS, LOSS, DAMAGE AND SALVAGE:

As a condition precedent for filing for any recovery, claims for loss, damage, or delay must be filed in writing within nine (9) months of the date of delivery or date of scheduled delivery whichever is earlier. Carrier will not be liable for freight loss, damage or delay caused by the acts or omissions of any other party or their agents, failure to comply with carrier's loading instructions, illegal acts, weather conditions, riots, labor strikes, public unrest or any other acts of God or when the freight is not in carrier's exclusive possession.

ITEM 420

DISPOSITION:

Carrier shall pay, decline or make a firm compromise settlement offer in writing within one hundred and twenty (120) days after receipt of claim. However, if the claim cannot be processed and disposed within the 120 days the carrier shall at that time and each succeeding sixty (60) day interval while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for delay.

ITEM 425

LIMITATIONS OF CARRIER LIABILITY:

Carrier liability shall be limited to the wholesale value of the freight as opposed to the retail value but in no case exceed \$250,000 per shipment. Any shipment with a wholesale value in excess of the limitation described in this paragraph will not be accepted unless carrier has acknowledged acceptance of excess value and accepted such with the application of additional charges as shown in carrier's tariff or contract.

ITEM 430

PAKAGING REQUIREMENTS:

Commodities shipped must be in packages which afford proper protection of contents. Shipments will not be accepted for transportation where in the carrier's judgment that the packaging will not permit safe transportation.

SECTION 4
(continued)

ITEM 435

REPORTING DAMAGE, SHORTAGES OR OVERAGES:

When damage, shortage or overages are discovered at time of delivery they must be reported to carrier immediately as to what the nature of the damage, shortage or overage is and carrier will begin to assert what might have caused this to occur. Carrier will advise what steps will need to be taken to properly handle any claim that might arise. Claims for concealed loss or damage must be reported to the carrier within forty-eight (48) hours of delivery and carrier must have the opportunity, if possible, to inspect such shipments within forty-eight (48) hours after notification. Carrier will not be liable for freight for shortages on shipments which are banded, strapped, shrink wrapped or otherwise secured on pallets, platforms or skids when such securing material is found to be intact at time of delivery for unloading by the consignee and which was accepted by the carrier at time of shipment as a certain number of pallets, as example; received 10 shrink wrapped pallets.

SECTION 5
COLLECTION AND PAYMENT OF CHARGES

ITEM 500

COLLECTION OF CHARGES:

The payee of the freight charges must establish credit or make other arrangement for payment prior to shipping. Unless otherwise provided shipments will be accepted subject to the following payment terms:

- A. Collect- where the charges for transportation, including any accessorial charges, are paid by the consignee.
- B. Prepaid – where the charges for transportation, including any accessorial charges, are paid by the consignor.
- C. Third Party – where the charges for transportation, including any accessorial charges, are paid by a party other than the consignee or consignor.

ITEM 505

DISPOSITION OF FRACTIONS:

In computing the freight charges on a shipment, fractions of less than one half cent will be omitted and fractions of one half cent or greater will be increased to the next whole figure.

ITEM 510

INTEREST AND FEES ON PAST DUE ACCOUNTS:

When credit has been extended and the payee of the freight charges fails to make payment in 30 days the following can be assessed on each unpaid freight bill in addition to all other lawful freight and accessorial charges:

An additional charge of 1.5% of the unpaid balance plus the reimbursement for all collection and legal costs, including reasonable attorney fees if accrued.

ITEM 515

INVOICES:

Carrier shall submit an invoice to the specified party in accordance with the requirements of federal regulations governing transportation. Carrier will retain delivery receipts and proof of any additional charges which shall be provided upon specific request.

ITEM 520

PAYMENT WITHOUT OFFSET:

Payee of freight charges shall pay all such charges without offset for any cause, including but not limited to cargo claims. All claims for loss or damage shall be governed by Section 4 of this rules tariff and payee shall not deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges.

SECTION 6
STORAGE AND WAREHOUSING

The charges shown herein apply at DTS warehouses in Billings, MT, Denver, CO and Salt Lake City, UT.
(Charges at facilities other than DTS will be negotiated)

ITEM 600

STORAGE AND CHARGES:

Freight held in carrier's possession at any DTS facility by reason of an act or omission of the purchaser of services, owner, customs, clearance or inspection will be considered stored and will be subject to the following charges:

Long Term Storage	
Frozen Product	\$22.00 per pallet per month
Refrigerated Product	\$17.50 per pallet per month
Dry Product	\$15.00 per pallet per month

Short Term Storage	
Less than one week will be thirty three percent (33%) of the monthly rate.	
Half month or more will be seventy percent (70%) of the monthly rate.	

Storage charges will begin at 7AM the first business day after freight is received.

Accessorial Charges	
Missed appointment (DTS discretion)	\$40.00 flat
No appointment work-in asap	No charge
Callout after hours	\$75.00 flat
Forklift/labor per man hour	\$70.00 per hour
Pallets (Number 1's)	\$7.50 per pallet
Pallets (Number 2's)	\$5.50 per pallet
Inside delivery	\$2.00 cwt (\$35.00 minimum)
Drop and Pickup Trailer	\$30.00 per drop or pickup

ITEM 625

WAREHOUSING AND CHARGES:

Cross dock charges per pallet which requires no counting and is received or shipped as a number of pallets said to contain a number of cartons per the bill of lading.

Cross Dock	\$10.00 per pallet
Maximum (transfer from one trailer to next only)	\$150.00 total
Non palletized	\$25.00 (includes cross dock fee)
Mattresses	\$5.00 each

Counting and sorting charges	
Count verification when received	\$.10 per carton (\$5.00 minimum)
501 cases and up	\$.08 per carton (\$60.00 maximum)
Count and sort when received	\$.20 per carton (\$20.00 minimum)
100 to 500 cases	\$.15 per carton (\$20.00 minimum)
501 cases and up	\$.10 per carton (\$160.00 maximum)

Unloading or lumper charges at consignees will be billed in addition to all other applicable charges.
Please check consignee's schedules for amount. (Schedules available upon request)

SECTION 6
(continued)

ITEM 625

WAREHOUSING AND CHARGES (continued)

Delivery charge per pallet within 10 mile radius of Billings, MT warehouse.

1 to 4 pallets	\$50.00 minimum charge
5 to 9 pallets	\$10.00 per pallet
10 to 12 pallets	\$9.00 per pallet
Full Trailer (13 pallets or more)	\$150.00 per trailer

Delivery charge per cwt within 10 mile radius of Billings, MT warehouse (\$50.00 minimum applies).

500 lbs	1000 lbs	2000 lbs	5000 lbs	10000 lbs	20000 lbs
\$12.00 cwt	\$7.50 cwt	\$4.50 cwt	\$3.25 cwt	\$1.85 cwt	\$1.35 cwt

If weekend or night delivery is required an additional charge of \$75.00 will apply in addition to the delivery charge.

For deliveries outside 10 mile radius of warehouse refer to applicable rate tariff.

ITEM 630

WAREHOUSE'S HOURS OF OPERATION:

Monday thru Friday (Appointments are requested)
8AM-5PM

After hours delivery can be arranged with prior notification.

DIVERSIFIED TRANSFER AND STORAGE, INC
Billings, Montana
d/b/a DTS
MC215020
US DOT 357293
SCAC DTSB

FREIGHT RULES AND REGULATIONS
TARIFF DTSB 100

Issued: May 15, 2010

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1640 Monad Road, Billings, MT 59101

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