

TARIFF #105 Rules

- 100 LAYOVER When layover of driver(s) is required through no fault of carrier, a charge of \$250.00 for a single driver and \$50.00 for each additional team driver per night will be assessed against the payer of the [freight charges](#).
- 101 DETENTION (with power) If a vehicle is detained and power to the vehicle is required, a detention charge of \$60.00 per hour will be assessed after two hours.
- 102 DETENTION (with trailer) A detention charge of \$60.00 per day per trailer will be assessed in addition to all other charges after the first 24 hours of detention.
- 103 [RESERVED]
- 104 RECONSIGNMENT Shipments reconsigned at the request of the shipper will be assessed a charge of \$100.00 plus any additional mileage at the current mileage rate.
- 105 VEHICLE FURNISHED BUT NOT USED When carrier receives a written request to pick up a T/L or Volume LTL shipment or to furnish a vehicle for exclusive use by the requesting party, and a vehicle has been dispatched for such purpose, and due to no disability, fault, or negligence on the part of the carrier, the vehicle is not used for any reason, a charge of \$200.00 (for a single driver) or \$300.00 (for a team) will be assessed against party making such request.
- 106 NEW YORK ARBITRARY CHARGE All shipments made to or from the New York areas of the Bronx, Brooklyn, Manhattan, Queens, Staten Island, and Long Island will be assessed an additional charge of \$150.00.
- 107 STOP OFF CHARGES Stop off charges: 1st stop \$65.00 2nd stop \$125.00
3rd stop \$150.00
4th stop \$200.00, and each additional stop thereafter
- 108 ADVANCE FEES(a) COD collection charge - \$50.00(b) CFS (Container Freight Station) Advance - \$50.00
(c) Lumper Advance - \$50.00
- 200 CARGO CLAIMS (a) A claim for loss or damage will not be paid unless a claim is filed in writing with Giltner Logistic Services within nine (9) months of occurrence, or if a delivery did not occur, within nine (9) months from a reasonable time when delivery should have occurred. The written claim must be filed with the proper carrier within the time limits specified above and (1) contain facts sufficient to identify the shipment or shipments of property involved; (2) assert liability for alleged loss, damage or injury; and (3) make a claim for the [payment](#) of a specified or determinable amount of money. Bad order reports, notations of exception on freight bills or other documents, inspection reports or other notations do not comply with the claim filing requirements.(b) Any concealed damages must be reported to the carrier within 24 hours of discovery.
(c) Any claim for loss or damage which is not filed within the limitation period set forth in this Item 200 will be denied.
(d) Unless otherwise agreed to in writing by Giltner Logistic Services, all used, reconditioned or refurbished items, including [used machinery](#), personal belongings, etc., shall not be entitled to a claim for loss or damage under this Item 200 are not covered.
(e) The supplier must ensure that the appropriate description of the commodity is clearly indicated on the bill of lading.
(f) In the [event](#) the terms and conditions of the provided bill of lading are inconsistent or conflict with the Giltner Logistic Services Rules and Regulations Tariff, including any purported waiver of rights and remedies, the Giltner Logistic Services Rules and Regulations Tariff shall control.
(g) All cargo claims, liability limits and procedures are governed by Giltner Logistic Services Rules and Regulations.

(h) Under no circumstances shall Giltner Logistic Services be held liable for any indirect, incidental, special or consequential damages, regardless of whether such damages are known, disclosed or foreseeable.

(i) The transportation freight rate was provided considering the limits provided in the Giltner Logistic Services Rules and Regulations Tariff. A higher declared value above the limits herein, without a request for additional coverage, will not alter carrier liability limits within the Rules and Regulations Tariff.

(j) Shipper is solely responsible to ensure that all shipments are properly packaged in cartons, crates, or other packaging suitable for transportation by motor carrier. Shipper agrees that all information provided to carrier shall be true, accurate and complete in all material respects and that it has, and will continue to comply with all laws and regulations regarding the shipment of items in, through, or upon the United States. Failure to properly package items may release Giltner Logistic Services from any liability for loss or damage.

(k) The legal relationship between shipper, consignee, and Giltner Logistic Services is governed by the bill of lading or other contract of carriage - a different contract from the contract of sale between buyer and seller. If a portion of the shipment is so damaged as to be "substantially worthless", the consignee has the right to reject the damaged goods to the carrier. Notwithstanding the foregoing, there is a duty to "mitigate the damage" and the consignee should normally accept the goods and make a reasonable attempt to salvage such items (inspect, segregate, repackage, repair, etc.).

(l) Should the consignee receive damaged goods and desire to file a freight claim, the consignee must hold and secure the damaged items to allow Sunset Pacific Transportation sufficient time to inspect. Should a freight claim be paid, these damaged goods shall become the sole property of Giltner Logistic Services and must be held for a reasonable period of time for Giltner Logistic Services to recover.

- 201.1 CARGO LIABILITY LIMIT – LTL (LESS THAN FULL TRUCKLOAD)**(a) All provisions of Tariff Item 200 (above) must be satisfied(b) Carrier liability for an LTL shipment under Giltner Logistic Services Rules & Regulations Tariff is limited to the lesser of:
- (i) \$2.50 per pound for new items or
 - (ii) \$25,000 maximum per shipment or
 - (iii) The actual loss or injury to the property; or
 - (iv) The value of the items identified in a written declaration of the shipper, or by an agreement between the shipper and carrier.
- (c) With a formal request and approval by Giltner Logistic Services for higher cargo coverage then indicated in Item 201.1(b) and the declared value and commodity is clearly indicated on the Bill of Lading or Rate Contract, cargo coverage limits will supersede Item 201.1(b).
- (d) Used, refurbished or reconditioned items are not covered including used machinery, personal belongings, etc.
- 201.2 CARGO LIABILITY LIMIT – TL (FULL TRUCKLOAD)**(a) All provisions of Item 200 (above) must be satisfied(b) Carrier Liability for a Truckload shipment under Giltner Logistic Services Rules & Regulations Tariff is limited to the lesser of:
- (i) \$100,000 maximum per shipment or
 - (ii) The actual loss or injury to the property; or
 - (iii) The value of the items identified in a written declaration of the shipper, or by an agreement between the shipper and carrier.
- (c) With a formal request and approval by Giltner Logistic Services for higher cargo coverage then indicated in Item 201.2(b) and the declared value and commodity is clearly indicated on the Bill of Lading or Rate Contract, cargo coverage limits will supersede Item 201.2(b).
- (d) Used, refurbished or reconditioned items are not covered including used machinery, personal belongings, etc.
- 202 CREDIT PERIODS** The standard credit period is 30 days, which includes Saturdays, Sundays, and legal holidays. Customers may establish credit periods different from the one mentioned above, provided such credit periods have been approved in writing by Sunset Pacific Transportation. In no event shall any credit periods be longer than 30 calendar days. All freight charges are payable within thirty (30) days after the date shown on carrier's freight invoice. Any payments not received within the thirty (30) day period will incur interest at a rate 18% per annum, or the maximum amount permitted by law.
-
- 203 ATTORNEY FEES** Carrier reserves the right to recover all costs and expenses incurred by carrier to enforce the payment obligations of consignor or other responsible party, including all collection agent costs or attorney's fees. In the event carrier commences formal legal action against consignor or other responsible party for the collection of outstanding freight charges, carrier, as the prevailing party shall be entitled to all attorney's fees and costs associated with enforcement of carrier's rights.
- 204 BILLING (3RD PARTY)** (a) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be clearly identified on the bill of lading and shipping order by the consignor at time of shipment.(b) When the consignor requests Giltner Logistic Services to bill a third party, the shipment must be prepaid. Such third party billing does not in any way relieve or excuse the consignor of its responsibility to pay any of the freight charges, or other charges. No purported waiver shall be binding unless such waiver is executed in writing by the party making the waiver. (c) The execution of section 7 of the bill of lading by the consignor is not valid on shipments subject to the provisions of this Item 204.
- 205 CORRECTED BILL OF LADING** (a) There will be a \$50.00 charge for any corrected bill of lading requested by the consignor. (b) No corrected bill of lading will be accepted after the shipment has been delivered.
- 206 SERVICE** Giltner Logistic Services does not represent or agree to transport shipments on any particular truck nor that any delivery will be made at any particular time or date and shall not be responsible for any loss, damage, or charges occasioned by any delays, but does agree to use all possible diligence in transporting all shipments.