

Dependable Highway Express (DHE), Inc.

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# HARBOR & INTERMODAL DIVISION

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DHE Tariff 101, Series 2.8

March 1, 2024



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**1.1 Conditions of Carriage for Dependable Highway Express, Inc.'s Harbor Division**



### 1.1.1 Application of Tariffs

DHE will provide transportation and related to services (“Services”) to customer (“Shipper” or “Customer”) in accordance with applicable statute, the terms of this Rules Tariff publication (“Rules”), any written agreement properly executed between the parties governing the Services subject to the rates and fees set forth in its private tariffs or otherwise quoted by DHE or agreed between the parties. DHE tariff rules, fees, and conditions supersede any other sources, including any bill of lading, except for those mutually agreed upon contractually in writing between DHE and its customer, as specific exceptions to these Rules.

No DHE or affiliate employee, except the Director of Harbor and Intermodal Services or an Officer of the Company, may make exception to, or invalidate, any of the conditions set forth here for common or contract carriage. Only written and properly executed agreements making such an exception are valid.

### 1.1.2 Valuation, RVNX, Declared Value

Dependable will accept shipments for transit based upon a maximum liability as follows:

LTL/LCL \$ 5.00/lb.

FTL \$ 1.00/lb.

FCL \$00.50/lb.

Further, the maximum liability of DHE for any one claim shall not exceed \$100,000.00, unless agreed otherwise in writing in

advance between DHE and Customer.

DHE will not accept shipments with a declared value above the maximum liability per claim set forth above. If such a shipment is inadvertently accepted, DHE will return this shipment to origin or destination, whichever is physically closer upon discovery of the error and will not accept liability for the shipment beyond such maximum liability.

### 1.1.3 National Motor Freight Classification

DHE is party to the National Motor Freight Classification Tariff, and all the definitions, rules, and specifications therein, unless superseded by specific items in these Rules.

### 1.1.4 Weights and Inspections, Alternate Minimum Charge and Linear Foot Rule

DHE reserves the right to weigh and inspect for classification or weight correction any container or other shipment tendered for transit. Shipments found to have inaccuracies in declared weight or declared commodity class shall be corrected, with the appropriate changes in freight charges that result. If the

documentation of cargo weight results in fines, penalties, and/or costs associated with the carriage of the shipment or load, the shipper of the cargo shall be liable for and shall defend and indemnify DHE from and against all related costs and liabilities. LTL and LCL shipments tendered to DHE must meet a minimum rate per volume of standard trailer used for transport, notwithstanding any other rate structure agreed to between DHE and the Shipper. Shipments that do not meet this standard with appropriate application of the agreed upon rates shall revert to the Alternate Minimum Charge represented by this Rule.

This standard is defined by the application of volume measurement of a shipment to determine the corresponding amount of space that it will realistically displace within a trailer. This measurement, in linear feet of space in a standard 98" wide by 102" tall trailer, is divided by 48' of trailer length to determine the percentage of trailer length filled. This same percentage is applied to the applicable FTL rate for the lane for which the shipment is consigned, to determine the Alternate Minimum Charge.

#### 1.1.5 Terms of Payment, Past Due Invoices, "Section 7 Signed"

Invoices are due and payable 30 days from the date of invoice. Past due invoices are subject to the following:

- 1) Unpaid balances will be subject to interest charges at the rate of 1.5% per month.
- 2) "Section 7 Signed" on a bill of lading shall be deemed void and without any legal effect, and shall not operate to waive the rights of DHE to collect valid freight and other charges in the event of default of payment by Customer.
- 3) Upon presentation to a collections agency or legal counsel for collections, invoices will be recalculated to remove all discounts, exception rates, and any other incentives or reductions in rate. Such invoices will be payable at current tariff rates, subject to all accessorial, finance, and attorneys' fees and costs related to the collection of the debt.

#### 1.1.6 Accessorial Charge Application

All accessorial charges are in addition to base freight charges. Accessorial charges are not subject to discounts. Application of an accessorial charge has no bearing on the application of an additional accessorial charge.

#### 1.1.7 Limitations of and Exclusions of Liability; Force Majeure

DHE shall only be liable for loss, damage or delay to goods that is caused by DHE's failure to act as a reasonable trucking company under the circumstances, and that occurs while the goods are in the physical care, custody and control of DHE, subject always to the liability limits provided herein. DHE shall not be liable for any loss, damage or delay that occurs while the goods are in the care, custody, or control of other freight forwarders, warehousemen, carriers, or brokers contracted by Customer or Shipper. DHE shall have no liability for concealed loss or damage to goods or cargo tendered on a "said

to contain” basis or in sealed containers or trailers and not accompanied by evidence of external damage or tampering, or the loss or damage to goods resulting from: the inherent vice of such goods; improper packing or stowing, an act or omission of Customer or Shipper or their contractors, agents, vendors or customers; or a Force Majeure event (as defined below).

To the extent that DHE is liable for loss, damage, or delay to goods, DHE’s maximum liability shall be \$100,000.00 per any one occurrence or event, unless agreed otherwise in writing in advance between DHE and Customer. In no event shall DHE be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, including lost profits, even if it has been put on notice of the possibility of such damage.

DHE will not be responsible for any loss, damage or delay to goods caused or contributed to by circumstances beyond DHE’s reasonable control, including but not limited to those caused or contributed to by port or infrastructure congestion, port/terminal refusal to accept empty returns, inability to obtain appointments for empty returns, dual transaction restrictions at ports/terminals, chassis or container restrictions at ports/terminals, changes to empty container receiving schedules, appointments or locations by ports/terminals, acts of God, war or terrorism, acts of civil or military authorities, governmental actions, strikes or other labor disturbances, hurricanes, lightning, earthquakes, fire, floods, fog, snow or other adverse weather conditions, epidemics, pandemics, embargoes, or riots (“Force Majeure”).

All claims against DHE arising out of or in any way related to the services provided to Customer must be made in writing and received by DHE within thirty (30) days of Customer’s discovery of the event giving rise to claim. Failure to give DHE timely notice shall be a complete defense to any suit or action by Customer or Shipper. No action, regardless of form, arising out of this Agreement may be filed by Customer more than two (2) years after the cause of action has occurred.

#### 1.1.8 Choice of Law and Forum

Any and all disputes arising out of or related to the services provided by DHE to Customer shall be governed by the laws of the State of California, without regard to its conflicts of laws rules. Any and all actions arising out of or related to the services provided by DHE to Customer must be filed and litigated, if at all, in the federal or state courts located in Los Angeles County, State of California, to the exclusion of any other courts. Customer and DHE consent to the personal jurisdiction of such courts.

### 1.2 Ocean/Rail Drayage-Specific Services and Rates

#### 1.2.1 US Government Exams

If a customer’s container is examined by the USDA or US Customs Service, the following charges will apply.

Tail Gate Exam:

At a DHE Location: \$100.00

At an off-site Location: \$150.00

U.S. Customs Team Exam (full cargo examination):

At any location: \$150.00 (first four hours; \$70.00/hour thereafter)

### 1.2.2 Per Diem/Detention and Demurrage Charges

#### 1) Timely Container Pick-Up and Termination of Equipment

When Customer issues a Delivery Order to DHE to pick up a container at a port/terminal, such Delivery Order constitutes Customer's appointment of DHE as Customer's agent as well as a delegation of authority to be presented to the port/terminal authorizing the release of such container to DHE in lieu of the Customer. Delivery Orders for the pick-up of a container at the port must be received by DHE at least 72 hours prior to the scheduled pick-up date and time, excluding holidays and Sundays. All empty container notifications received after 9:00 am on a Friday shall be deemed notified on the following Monday. All demurrage and other terminal/port fees must be paid in full through the scheduled date and time of pick-up, and the container must be free of all government agency and terminal/port holds.

Sufficient notice by the customer of the availability of a container for return to the port is required to assure that the return is executed in a timely fashion. DHE will have 72 hours from the time of such notice to return the container, excluding holidays and Sundays. In addition, if Customer or consignee requires the return of more than 20 empty containers in a 24-hour period requiring bobtails, DHE will not be responsible for any per diem/detention charges on such containers.

DHE will make commercially reasonable efforts to meet Customer's changing needs but will not be responsible for charges of any kind because of a failure to pick up and return a container during "free" time if given insufficient notice.

#### 2) Advancing Charges for Demurrage, Per Diem/Detention

DHE may but shall not be obligated to advance demurrage charges to make containers available after free days are expired and demurrage has accrued. DHE will pay per diem/detention charges on behalf of Customers. Customer shall remain responsible for the payment of demurrage and per diem/detention charges advanced by DHE, and shall defend, indemnify, and hold harmless DHE from and against all claims by ocean carriers, ports or terminals for payment of per diem/detention and any related charges. Charges for advancing funds are governed by Section 1.3.11 of these Rules.

### 1.2.3 Container Diversion or Reconsignment

When the delivery point is changed from the original instructions after the initial dispatch, a charge of \$6.00 per mile, subject to a minimum charge shall apply.

#### 1.2.4 Waiting, Delay, Detention for Container Traffic

Dependable offers container pick-up and delivery service for each container at an agreed upon cost, which includes a specified amount of time and labor at the port and customer location. Service and time above and beyond these specified times (“free time”) are subject to additional charges.

The time included for either pick up or delivery at the customer is as follows:

- 1) 1 hour (base rates up to \$350.00)
- 2) 1 hours (base rates above \$350.00)

The time included for either pick-up or delivery of loaded containers at the marine terminal or rail ramp is as follows:

- 1) 1 hour (rail ramp)
- 2) 1 hours (marine terminal)

The time included or either pick-up or delivery of empty containers at the marine terminal or rail ramp is as follows:

- 1) 1 hour

For services involving time more than the “free time” specified above, the Customer will be assessed a charge of \$75/hour, measured in ¼ hour increments, rounded to the nearest quarter hour. In the event additional “free” time is agreed in writing in advance with the Customer, then subsequent hourly charges shall be \$85 per hour or portion Dry Runs to Port/Terminal at no fault of DHE (Cancelled Dispatch) is \$150.00 per container.

#### 1.2.5 Scale Tickets, Bridge Tolls, Chassis Rental Charges

Upon advance request, DHE will secure scale tickets to certify the weight of a loaded and/or empty container. The rate for this service is the cost of the scale ticket(s) plus \$50 per weigh stop, subject to a \$35.00 per weigh stop minimum.

Bridge tolls are required on some routes. In the case that DHE is required to pay a toll, it will in turn be invoiced as an additional charge to the Customer, assessed as the actual cost plus \$5.00, subject to a minimum charge of \$15.00 per round trip.

Charges for rental of DHE-owned or leased chassis are \$35 per day, charges for rental of pool chassis are \$40 per day.

#### 1.2.6 Refrigerated (Reefer) Containers

Upon advance request, DHE provides refrigerated container transport, subject to an additional charge of \$175.00 per container. Split pickups and/or returns of detachable refrigeration units (“Gensets”) and/or

chassis equipment are subject to a charge of \$125.00 per stop. Plug in fee for refrigeration units is \$125.00 per day.

### 1.2.7 Container Storage

DHE will store containers at outside yard locations when not deliverable within 24 hours of the required pick-up or return date. The rate for this service is \$30.00 for non-refrigerated equipment. Storage of powered and running refrigerated containers that are stored is subject to a charge of \$100.00 per day. Yard storage is on an "as available" basis.

### 1.2.8 Special Equipment: Overweight, Permitted, and Oversized Loads

Special equipment is used by DHE to safely and legally transport loads that cannot be hauled with standard equipment. The rates for the use of this equipment are in addition to standard drayage rates, and are assessed as follows:

- 1) 20' Triaxle container chassis - The rate for the use of this equipment is \$65.00 per calendar day or any portion thereof, not including Sundays.
- 2) 40' Spread-axle or triaxle chassis - The rate for the use of this equipment is \$65.00 per calendar day or any portion thereof.
- 3) Permitted Overweight loads - This service is subject to an additional surcharge of \$65.00 per move for overweight permitted loads in the Overweight Corridor. This charge is in addition to chassis usage charges. The service is available only within the legally designated and allowed overweight Corridor/routes near the port facilities at each harbor.
- 4) Flatbed service - The rate for the use of this equipment is \$150.00 per calendar day or any portion thereof.
- 5) Oversize Loads - These loads require permits, and may require special equipment, pilot cars, placards, flags, securement, and other unique services that must be quoted individually. Additional permits, special requirements, pilot cars, placards, flags, or other unique services are charged as quoted.

## 1.3 General Transportation Services and Rates

This section is inclusive of services beyond that of ocean/rail container traffic.

### 1.3.1 Same Day, Expedited, Weekend, and Holiday Service

DHE makes every reasonable effort to provide expedited services to its Customers. The availability of these services cannot be guaranteed due to limitations in equipment and labor availability, and DHE makes no warranties as to the availability of these services.

When provided the rates for services provided are as follows:

Service Offered	Pick-up and Delivery Period		
	Weekdays 0600-1800 Hrs.	Saturday and After Hrs.	Sun and Holidays
Same Day Service (<500 mi)			
LTL	DPHE 501 Series FTL/RR Rate	125% of T501 Rate	200% of T501 or Quote
FTL	Tariff 501 Series Rate + 25%	150% of T501 Rate	200% of T501 or Quote
Expedited Service (>500 mi)	200% of T501 Rate or By Quotation	200% of T501 or Quote	200% of T501 or Quote

Expedited rates specified are not subject to existing customer tariffs and rate agreements; expedited services are exempted from any FTL discount granted to a Customer for ordinary traffic.

“Expedited” and “Same Day” service are to be considered interchangeable terms for the purposes of this Rule, as length of haul and the initial time or pick up time may determine whether a shipment can be delivered on the same calendar day.

### 1.3.2 Dedicated Service

Dedicated service is defined as the transport of goods in a sealed trailer without intermediate stops. This service is provided at 125% of the applicable truckload rate, regardless of shipment size, in addition to any other applicable accessorial services and charges.

Special activities requiring additional labor may be invoiced at an hourly rate or a “cost plus” rate, depending upon services provided.

Hourly rates are subject to a one hour minimum on weekdays, a four-hour minimum on Saturdays and after hours, and an eight-hour minimum on Sundays and Holidays.

Service Offered	Mon-Fri	Sat and After Hrs.	Sun and Holidays
Extra Labor, P&D	40.00	60.00	75.00
Truck, Trailer, Driver	68.00	102.00	127.50

Rates quoted are straight time. All hours after 8 hours worked shall be charged at 1.5 times the applicable rate; all hours after 12 hours worked shall be charged at 2.0 times the applicable rate.

Lumper service is provided at a rate of the cost of the original invoice plus 15% of that invoice.

Additional stop charges apply to FTL traffic only, and only when the consolidated load is quoted and rated in this manner prior to shipping. The rate for this service shall be \$95 + mileage charges.

### 1.3.3 Sort and Segregate, Waiting Time

DHE offers pick-up and delivery service for each shipment at an agreed upon cost which includes a specified amount of time and labor at the pick-up and delivery locations. Service and time above and beyond these specified times (“free time”), regardless of cause, are subject to additional charges.

The time included for either pick up or delivery is as follows:



LTL ½ hour

FTL 1 hour (base rates up to \$250.00)

FTL 2 hours (base rates above \$250.00)

No distinction is made between time waiting, time “sorting and segregating,” time restacking or rebuilding pallets, or any other activity during which driver time is logged. All time more than the specified “free” time will be assessed a charge of \$65/hour, measured in ¼ hour increments, rounded to the nearest quarter hour.

#### 1.3.4 Driver Unload, Extra Labor, Lumpers, Additional Stops for Truckload Traffic

Upon advance request, DHE will provide driver unloading services and extra labor, advance (at its discretion) fees for lumper services and add additional stops for truckload traffic as needed to properly service customer traffic.

Truckload (and container) rates do not include driver unloading service. This service is subject to an additional charge of \$75.00 per hour, \$150.00 minimum, and is in addition to

Upon advance request, driver unloading assistance is offered at a rate of \$45.00 per hour, subject to a \$125.00 minimum.

Lumper service charges will be advanced at rates as noted in Section 1.3.11.

Additional stops for truckload or container load traffic are provided at \$85.00 per stop, plus \$6.00 per mile out of the shortest route to the final stop.

#### 1.3.5 Scaling of Equipment

In the case that DHE is required by either Customer or applicable regulations to provide a certified scale weight for either loaded or empty tractors, trailers or containers, or any combination thereof, the charge shall be \$25.00 plus scale invoice amount per scale weight ticket provided.

#### 1.3.6 Inside Delivery or Pick Up

Inside delivery or pick up is defined as transport of goods either, 1) beyond the receiving location of a business, or 2) to any floor other than the floor to which the truck can directly access.

The charge for this service is \$68.00 per hour, subject to a \$25.00 minimum, measured in ¼ hour increments, rounded to the nearest quarter hour.

#### 1.3.7 Hazardous Material Shipments

Upon advance request, DHE provides transport services of hazardous materials, as defined under Title 49 CFR, with full authority and appropriate insurance. All shipments containing hazardous materials are subject to an additional charge per load of 25% of the base rate, minimum \$175.00 up to \$225.00 depending on distance from the port location.

### 1.3.8 Trade Show Delivery or Pick Up

Upon advance request, these services can be provided solely as a courtesy to Customers. DHE makes no representation that its service in these areas meet any standard of service, due to limitations in our operational equipment and staffing, and the special challenges and expertise required to perform these special services. Rates for service provided are as follows:

Trade Show delivery or pick-up: \$10.00/CWT, subject to a \$300.00 minimum. These rates are in addition to all other applicable rates.

### 1.3.9 Chilled, Heated, Frozen, or Temperature Protect Service

Refrigerated unit (non-container) transportation service will be provided at rates as follows: Chilled, Heated, or Temperature Protect Local California Standard freight charge + 10% Intrastate (other) Standard freight charge + 20% Interstate Truckload + 10% Frozen Service Intrastate Truckload + 20% Interstate Truckload + 20% Notwithstanding Rule 1.3.8, DHE shall only be liable for loss or damage to goods due to change in shipment temperature to the extent of its negligence, and in any event its maximum liability for goods damaged because of failure to protect shipments from change in shipment temperature shall be limited to \$1.00/lb.

### 1.3.10 Trailer Drop Detention Charges

When a trailer is dropped at a non-DHE location at the request of the customer, and the trailer is not available for pick up within 1 business day, the following detention charges shall apply:

Equipment Type	Daily Rate	Additional Charges
Standard Dry Van	\$50.00	60.00
Liftgate Unit	\$100.00	102.00
Reefer Unit	\$125.00	\$3.00/Reefer hour

### 1.3.11 Advancing 3rd Party Charges, Payments Made by Carrier on Behalf of Customer

DHE will, at the discretion of DHE, advance funds to 3rd parties on behalf of the Customer as necessary or advisable. When DHE advances or pays per diem/detention charges, demurrage charges, Pier Pass charges, CTF charges, or other fees assessed by ports/terminals, it does so on behalf of Customers, the charge to Customers for this service shall be invoice cost + 10% surcharge, with a minimum surcharge of \$25.00. DHE may at its discretion dispute per diem/detention charges assessed by ports/terminals on behalf of Customers, and when it does so DHE shall charge a fee of 10% of the total disputed amount, whether such dispute is successful or not.

#### 1.3.12 Shipments Tendered on a COD Basis

For shipments tendered on a COD basis, that is, shipped under the condition that DHE collect funds upon delivery that are to be paid to the Shipper, the charge for this service is \$25.00 + 2% of the amount of the funds collected, subject to a maximum fee of \$100.00. As a condition of providing this service, Shipper shall defend, indemnify and hold harmless DHE from and against any and all claims and liabilities for any loss resultant in the forgery of a negotiable instrument, or for non-sufficient funds, closed account, or any other defect that cannot be reasonably expected to be identified by DHE. DHE's liability under any circumstances for any loss or damage while collecting or transmitting COD funds shall be limited to \$10,000 per shipment, inclusive of COD, COD fees, and collect freight charges.

#### 1.3.13 Temperature Recorder Placement

The placement of customer-supplied temperature recorders on pallets shall be provided for a fee of \$25.00 per load.

#### 1.3.14 On Hand, Refused, Returned, Reconsigned, or Diverted Shipments

Shipments that are undeliverable as tendered shall be held for disposition, pending the written instructions of the Shipper. Cancellation fee of \$35.00 applies for cancelled in-process DO's. These shipments shall be placed "On Hand" and the Shipper shall be immediately contacted for disposition. DHE shall hold LTL shipments without additional charge for 3 business days. Upon the 4th business day, and each day thereafter, the Shipper shall be liable for storage charges, at a rate of \$7.00 per day per pallet, subject to a \$10.00 per day minimum charge. Stop off fees and diversion fees may apply. Shipments that are routed to be returned to the shipper shall be subject to a charge equal to the original freight charges, in addition to those original charges. Shipments that are re-consigned or diverted after transit shall be rated as a new shipment, applying the destination shipping hub in which the shipment terminated as the new origin. This shall be in addition to the original freight charges. Shipments that are re-consigned or diverted before transit from the origin shipping hub shall be re-rated, applying the new destination. The original freight charges shall reduce to a \$25.00 administrative and handling charge for the reconsignment. Full truckload (FTL) or Full Container load (FCL) shipments shall be subject to storage charges after 24 hours. This charge shall be assessed at \$75.00 per day, \$45.00 per day.

#### 1.3.15 Temperature Recorder Placement

Dependable will install portable temperature recorders on shipments transported under temperature-controlled conditions for a fee of \$25 per shipment. This charge is exclusive of any cost related to the procurement of the instruments used.

#### 1.3.16 Special Freight Handling Equipment

All transportation rates assume the use of standard freight handling and transport equipment. Base rates are exclusive of any special equipment that must be supplied to complete delivery or pick up. Unless otherwise quoted, special equipment use will be charged at a rate of 150% plus special equipment fees of the original Invoice(s), including all delivery, pick-up, handling, fuel, operating labor, and any other related fees, permits, or charges.

#### 1.3.17 Transloading, Crossdocking, and Related Services

Handling rates for crossdocking and other handling services are normally offered at a contractual rate based upon the evaluation of the unique needs of the services rendered. In the absence of such an agreement, hourly labor charges will apply, as follows: \$35.00 per man per hour; \$25.00 per hour per forklift or related freight handling equipment; stretch wrapping service supplied at a rate of \$7.00 per pallet. Pallets will be provided at a rate per pallet as follows: Cost plus 15%

#### 1.3.18 Bobtails

<b>0-5 Miles</b>	No Charge
<b>5-10 Miles</b>	\$50.00
<b>10-20 Miles</b>	\$75.00
<b>20-50 Miles</b>	\$100.00
<b>50 Miles or more</b>	\$250.00

### 1.4 Administrative Services and Rates

#### 1.4.1 Change in Terms of Freight Charge Assignment

Customer requests to change the terms of the freight charges on a bill of lading will be subject to a fee of \$15.00.

#### 1.4.2 Consolidation Fee

Multiple shipments from a single shipper to a single consignee tendered on multiple bills of lading may be consolidated into a single shipment, subject to a single document and a consolidated rate for transit. This service is provided, upon prior notice only, at a fee of \$6.00 per bill of lading.

#### 1.4.3 POD, BOL, and other Shipping Document Requests

Initial requests for copies of shipping documents shall be granted at no additional fee. 2 be subject to a \$5.00 charge per document generated.

#### 1.4.4 Clerical Hourly Services

Clerical and Administrative services beyond the scope of normal business shall be provided at the discretion of DHE at the following rates:

<b>Service Offered</b>	<b>Mon-Fri</b>	<b>Sat and After Hrs.</b>	<b>Sun and Holidays</b>
Clerical	30.00	37.50	46.88