

SUNSET PACIFIC TRANSPORTATION, INC
ICC MC-230428

REVISED DATE: 2/1/2022

EFFECTIVE DATE: 2/1/2022

ITEM	RULES AND REGULATIONS TARIFF #105
98	This Rules and Regulations Tariff superceeds all other Rate Contracts, Rate Sheet, Agreements, etc.
99	ROLE OF THE CARRIER Sunset Pacific Transportation's obligation is to provide a rate to move freight from the shipper to the consignee, damage free. The rate provided is based on information provided by the customer. The rate does not provide for exclusive use of the trailer or space in a trailer. The rate does not guarantee any service and freight may arrive configured differently than picked up. Also, the rate does not imply Sunset Pacific will be liable for any chargebacks from the customer.
100	LAYOVER When layover of driver(s) is required through no fault of carrier, a charge of \$1000.00 for the truck. drivers per night will be assessed against payer of the freight charges.
101	DETENTION (with power) Assessed after free time of one hour. The charges will be \$100.00 per hour.
102	DETENTION (with trailer) A detention charge of \$100.00 per day per trailer will be assessed in addition to all other charges after the first 24 hours of free time.
103	DETENTION (empty container) The free time for removal of an empty container is 24 hours once the carrier has been notified. A charge of \$35.00 per day will be assessed for each additional 24 hours or fraction thereof.
104	RECONSIGNMENT Shipments reconsigned at the request of the shipper will be assessed \$400.00 plus any additional mileage at the current mileage rate.
105	VEHICLE FURNISHED BUT NOT USED (TONU) When carrier upon receipt of a request to pick up a T/L or Volume LTL shipment or furnish a vehicle for use of the requesting party, has dispatched a vehicle for such purpose and, due to no disability, fault, or negligence on the part of the carrier, vehicle is not used, a charge of \$400.00(single) or \$800.00(team) will be assessed against party making such request.
106	NEW YORK ARBITRARY CHARGE All shipments moving into the New York areas of the Bronx, Brooklyn, Manhattan, Queens, Staten Island, and Long Island will be assessed an additional charge of \$1000.00
107	STOP OFF CHARGES Stop off charges: 1st stop \$200.00

	<p>2nd stop \$400.00</p> <p>3rd stop \$600.00</p> <p>4th stop \$600.00 and each additional stop \$600.00</p>
108	<p style="text-align: center;">ADVANCE FEES</p> <p>(a) COD collection charge - \$50.00</p> <p>(b) CFS (Container Freight Station) Advance - \$50.00</p> <p>(c) Lumper Advance - \$25.00</p>
109	<p style="text-align: center;">LUMPER FEES</p> <p>(a) If Sunset Pacific Transportation is required to hire a lumper at the shipper or consignee, the bill to party for the shipment MUST reimburse Sunset Pacific Transportation for the lumper providing:</p> <p>(i) Sunset Pacific Transportation notifies the bill to party about the charge within 2 business days of it occurring</p> <p>(ii) Sunset Pacific Transportation provide a copy of the Lumper receipt with the invoice and POD.</p>
200	<p style="text-align: center;">CARGO CLAIMS</p> <p>(a) All loss and damage claims must be filed with Sunset Pacific Transportation within nine (9) months of occurrence.</p> <p>(b) Concealed damages must be reported within 24 hours of occurrence.</p> <p>(c) Claims not filed within allotted time frame will be denied.</p> <p>(d) All Used items, including used machinery, personal belongings, etc. are not covered</p> <p>(e) Commodity must be indicated on the bill of lading</p> <p>(f) Terms and conditions of the provided bill of lading will not apply to the extent inconsistent with the Sunset Pacific Transportation Rules and Regulations Tariff.</p> <p>(g) All cargo claims liability limits and procedures are governed by Sunset Pacific Transportation rules</p> <p>(h) Under no circumstances is Sunset Pacific Transportation liable for indirect or consequential damages, whether or not disclosed or foreseeable</p> <p>(i) The transportation freight rate was provided considering the limits provided in the Sunset Pacific Transportation Rules and Regulations Tariff. A higher declared value above the limits here within, without a request for additional coverage, will not alter carrier liability to limits within the Rules and Regulations Tariff</p> <p>(j) Shipments must be packaged in cartons, crates, or other packaging suitable for transportation by motor carrier. Failure to properly package items may release Sunset Pacific Transportation from any liability for loss or damage.</p> <p>(k) The legal relationship between shipper, consignee, and Sunset Pacific Transportation is governed by a 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. Otherwise, there is a duty to "mitigate the damage" and the consignee should normally accept the goods and make a reasonable attempt to salvage them (inspect, segregate, repackage, repair, etc)</p> <p>(l) Should the consignee receive damaged goods and wishes to file a freight claim, the consignee must hold these damage items to allow Sunset Pacific Transportation to inspect. Should a freight claim be paid, these goods belong to Sunset Pacific Transportation and must be held for a reasonable period of time for Sunset Pacific Transportation to recover.</p> <p>(m) Sunset Pacific Transportation will not be liable for "Shipper Load and Count (SLC)", "Said To Container (STC)", Sealed trailers, or drop trailers damage or shortages.</p> <p>(n) Bill of Lading provided by shipper must be proper with at least the following information; number of cartons or pieces, detailed description, weight, shipper and consignee information, and prepaid or collect shipment. Claims made against an incomplete Bill of Lading could be denied in full.</p> <p>(o) Sunset Pacific Transportation is not a "Food Grade Hauler" and therefore will not be responsible for any damage, loss, or refusal of food or beverage products. This includes possible contamination, insects, vermin, rodents, etc. This also includes product delivery refusals, refusals due to trailer condition, other product or contamination in trailer.</p> <p>NOTE: Even if broker or shipper informs Sunset Pacific Transportation of food grade requirement</p>

Sunset Pacific Transportation will NOT be liable for loss due to this requirement.

Sunset Pacific Transportation will also not be liable for losses due to requirements stating "trailer must be free of, ODORS, BROKEN GLASS, HOLES, PEST INFESTATION, CONTAINERS OF CHEMICAL OR PESTICIDES"

(p) Sunset Pacific Transportation will not be liable for any claim on any shipment that is refused in which a broker or customer authorizes a seal to be broken after pick up from shipper and indicates "to seal (reseal) trailer before delivery"

201.1

CARGO LIABILITY LIMIT - LTL (LESS THAN FULL TRUCKLOAD)

- (a) All provisions of Tariff 200 (above) must be satisfied
- (b) Carrier Liability for an LTL shipment under Sunset Pacific Transportation Rules & Regulations Tariff is Limited to the Lesser of:
 - (i) \$5.00 per pound for new items or
 - (ii) \$35,000 maximum per shipment or
 - (iii) Actual invoice value of items lost or damaged
- (c) With a formal request for higher cargo coverage then indicated in tariff 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 tariff 201.1(b)
- (d) Used items are not covered including used machinery, personal belongings, etc.

201.2

CARGO LIABILITY LIMIT - TL (FULL TRUCKLOAD)

- (a) All provisions of Tariff 200 (above) must be satisfied
- (b) Carrier Liability for a Truckload shipment under Sunset Pacific Transportation Rules & Regulations Tariff is Limited to the Lesser of:
 - (i) \$100,000 maximum per shipment or
 - (ii) Actual invoice value of items lost or damaged
- (c) With a formal request for higher cargo coverage then indicated in tariff 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 tariff 201.2(b)
- (d) Used items are not covered including used machinery, personal belongings, etc.

201.2

CARGO CLAIMS HANDLING PROCEDURES

- (a) Pending open claims that are handled by insurance must have sufficient time to research and review documents provided in order to finalize the claim.
- (b) Claims calling for damages will only be handled if the claimant holds the damaged goods until Sunset Pacific gives deposition of the goods and clear visible pictures are provided as part of the claim presentation
- (c) All claims must include the following:
 - (i) Claim form presentation must indicate the owner of the goods as the Claimant
 - (ii) The freight bill number
 - (iii) POD provided and signed with apparent loss/shortage and or damages
 - (iv) Explanation of the loss and/or damage being claimed
 - (v) US Dollar amount being claim at the claimants cost (not sell)
 - (vi) Claimant's contact information (name, address, telephone, and email)
 - (vii) A copy of the original vendor invoice or manufactured costs (not sell)
 - (viii) Other information may be necessary, including (but not limited to): An explanation of why the goods cannot be repaired or retained with an allowance as well as a contact name and telephone number to arrange for salvage pick up of goods claimed as a total loss. A breakdown of the labor (number of hours, cost per hour) and itemized detail of the claimant's cost of parts if the goods have been repaired. (See information under the Mitigation or Repair Section, 200 (k), weight of the goods. For partial or complete shortages: A charge back issued by the recipient, i.e. a credit memo from the shipper.
- (d) Claim must be supported by either the original invoice, a copy of the original invoice: an exact copy thereof, or an extract therefrom, certified by the claimant or his/her authorized representative to be true and correct with respect to the

	<p>property involved in the claim and reflect in all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not submitted, such document must be made available for inspection by carrier representative upon request.</p> <p>(e) After claim is formally filed and accepted for review, any lack of response or communication for sixty (60) days will automatically close the claim without any further liability for Sunset Pacific Transportation.</p>
202	<p style="text-align: center;">CREDIT PERIODS</p> <p>The standard credit period is 15 days, which includes Saturdays, Sundays, and legal holidays. Customers may establish credit periods different from the one mentioned above; however, such credit periods shall not be longer than 30 calendar days. All freight charges are payable within thirty (30) days after the date shown on carrier's freight invoice or there will be interest assessed of 18% per annum.</p>
203	<p style="text-align: center;">ATTORNEY FEES</p> <p>Carrier reserves the right to assess reasonable collection agent or attorney's fees in the amount of 25% of the outstanding charges or the actual charges incurred, whichever is greater, in the event that it becomes necessary to employ the use of same in the collection of freight charges.</p>
204	<p style="text-align: center;">BILLING (3RD PARTY)</p> <p>(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 placed on the bill of lading and shipping order by the consignor at time of shipment.</p> <p>(b) When the consignor requests Sunset Pacific Transportation to bill a third party, the shipment must be prepaid. The third party billing does not relieve the consignor of the responsibility of the freight charges if the third party fails to pay such charges within 30 days of delivery.</p> <p>(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.</p>
205	<p style="text-align: center;">CORRECTED BILL OF LADING</p> <p>(a) There will be a \$50.00 charge for any corrected Bill of Lading.</p> <p>(b) No corrected bill of lading will be accepted after the shipment has been delivered.</p>
206	<p style="text-align: center;">SERVICE</p> <p>(a) Sunset Pacific Transportation does not agree to transport shipments on any particular truck nor in time for any particular time or date and will not be responsible for loss, damage, or charges occasioned by delays, but does agree to use all possible diligence in transporting all shipments.</p> <p>(b) Specifically Sunset Pacific Transportation will not be liable for "chargebacks" from retailers or other businesses due to a late delivery, rescheduled delivery, early deliver, delivery after Must Arrived By Date (MABD) and the like unless specifically agreed to in writing and approved by management.</p> <p>Additional, Sunset Pacific will not be liable for any retail chargebacks for any reason, except normal claims process</p>
207	<p style="text-align: center;">HAZMAT / PLACARD LOADS / LOAD REFUSAL</p> <p>Sunset Pacific Transportation is not an authorized HazMat Carrier and reserves the right to refuse ANY shipment that has the potential for Hazmat or requires placarding. Sunset Pacific Transportation reserves the right to refuse ANY shipment</p>

