

DN VAN LINES, INC.**TARIFF NO. 2****EFFECTIVE DATE 9/7/2023**

This tariff contains the description, regulations, and rates applicable to the furnishing of transportation services and facilities on an intrastate basis for household goods services provided by **DN Van Lines, Inc.** with principal offices at **2 Beeman Road, Northborough MA, 01532**. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business. The Company's telephone number is: **1-800-516-6837**.

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STATEMENT OF GENERAL APPLICATION

This tariff explains rules and conditions of service that apply on shipments that show this document as a governing publication.

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and Carrier, DN VAN LINES INC (referred to as Carrier in the body of this publication) encourages shippers to review this publication, as some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program with his or her insurance professional(s) so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

Carrier's bills of lading contain provisions permitting it to limit its liability for any loss, damage, or injury to the property transported, which limitations are authorized by applicable law because Carrier establishes and maintains lawfully published rates and charges. Except as otherwise provided herein, the rates and charges named in this publication include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

EXPLANATION OF TERMS

Transportation rates as used in this publication include hourly rates or charges incurred for loading, unloading and actual movement or transportation of property and all time consumed in preparation of such loading, unloading, movement or transportation; such rates or charges are computed based on when the vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and unloading, if any, less time spent for meals, vehicle breakdown or repair. Such rates and charges are listed in schedules, as they may be amended, in Section III of this publication.

Additional charges as used in this publication represent services that are in addition to transportation rates or charges as set forth in Paragraph 1 above, which services are requested by Shipper or, in Carrier's discretion are needed for safe transport such as packing, unpacking, crating, hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

Carrier – DN Van Lines, Inc.

CF – Cubic Feet

CWT – One hundred pounds

K – Thousand, such as 1K equals 1,000

MDPU – Massachusetts Department of Public Utilities

DOT – US Department of Transportation

Hold – Overnight Loaded vehicle charge

Shipper – includes Carrier's customer

(R) – Denotes a reduction

(A) – Denotes an increase

(N) – Denotes a new rate, charge, or item

PBO – Packed by owner

CP – Carrier packed

RULE 1 – APPLICATION OF TARRIF

This publication is Carrier's intrastate tariff stating the rules, rates charges and practices applying on carriage of goods by common carrier and all transportation services in connection therewith included in the following commodity classifications established by Carrier, between points in Massachusetts:

- (i) household goods - personal effects and property in whole or in part incident to a move by a householder used or to be used from one dwelling to another and/ or to or from a dwelling and storage facility or warehouse;
- (ii) property - such as furniture, fixtures, equipment, objects of art, displays and exhibits in whole or in part incident to a move by stores, offices, museums, institutions, hospitals and other commercial establishments.

This publication also contains service rules and practices applying on carriage of property by common carrier and all transportation services in connection therewith under rates, charges and other provisions in this tariff, and in tariffs and contracts governed by this tariff.

In the event any rule, rate, charge, practice or provision of a rule, rate, charge, or practice in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment of amendment of the law, such determination or enactment shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular rule, rate, charge, practice or provision thereof held to be invalid, and the rights and obligations of shipper (also referred to as consignor), the consignee or Carrier shall be construed and enforced accordingly.

Shipper or Shipper's predetermined representative (as Shipper's agent for all purposes) must be present during all packing, loading, unloading and unpacking.

Reference made herein to rules, items, schedules, attachments, supplements or pages in this tariff include references to reissue or amendment of such rules, items, schedules, attachments, supplements or pages.

RULE 2 – PROPERTY SUBJECT TO BILL OF LADING

Unless otherwise provided, when household goods as classified under Rule I(A)(i) is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Combined Uniform Household Goods Bill of Lading and Freight Bill (hereinafter "Bill of Lading"), is required.

The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. Consignor/shipper, at his or her option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof, to have Carrier transport the property with Carrier's liability limited only as provided by common law, and by the laws of the United States and Massachusetts, insofar as they apply, but subject to the terms and the conditions of the Bill of Lading insofar as such terms and conditions are not inconsistent with such Carrier's liability at common law; the rate charged therefor will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$0.60 per pound per article or container, including contents thereof.

As provided in this tariff, or as amended, shipper may declare a value in excess of \$0.60 per pound per article, by purchasing additional insurance coverage prior in writing through the Carrier's third party insurer.

When the consignor/shipper elects not to accept any of the terms of the Bill of Lading, he or she must give notice in writing to Carrier of such an election.

If the Bill of Lading is issued on the order of shipper (or his/her agent) in exchange or substitution for another bill of lading, shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the exchanged or substituted bill of lading as fully as if the same were written or made in connection with the original bill of lading. Any alteration, addition, or erasure made on a Bill of Lading without a special notation thereon by Carrier issuing the Bill of Lading shall be without effect, and the Bill of Lading shall be enforceable according to its original tenor.

RULE 3 – DECLARATION OF VALUE LIABILITY LIMITATION

Carrier's rates are dependent upon value of the property declared or released.

Shippers are required to state specifically, in writing, the intent to purchase the carrier's third party insurance coverage on the Bill of Lading prior to the start of any assessorial or transportation service, including packing.

When a shipment moves under hourly transportation rates and is released to Carrier at a value declared by Shipper of \$0.60 per pound per article, the base transportation rate will apply with no additional valuation charge. Liability will be calculated per the weight of the item lost or damaged and will not exceed \$0.60 per pound per article, as stipulated on the Bill of Lading. However, \$0.60 per pound is significantly less than the average value of household goods. There is no additional cost to Shipper/consignor for this limited liability option.

Carrier offer basic valuation in addition to additional insurance options as found in the Bill of Lading. Shipper is hereby advised of the opportunity to declare a higher value of protection of the property. Additional insurance charges apply to declared value options.

For property classified under Rule I(i), if Shipper declines or otherwise fails to declare the value in writing on the Bill of Lading, the shipment will be deemed released at and agreed limitation of \$0.60 per pound per article. For property classified under Rule I(ii), if Shipper declines or otherwise fails to declare the value in writing on Carrier's bill of lading, the shipment will be deemed released at an agreed limitation of \$0.60 per pound per article. A constructive weight, based on seven (7) pounds per cubic foot of loaded van space will apply if the weight of the shipment is undetermined.

his/her own hand. (I) Carrier will not be liable for indirect, special or consequential damages.

RULE 4 – ARTICLES OF EXTRAORDINARY VALUE

All items included in the shipment that are of extraordinary (unusual) value must be specifically identified and Carrier must be advised that they are included in the shipment. Items of extraordinary value, as used in this Rule, are defined as those having a value of greater than \$3,000 or \$100 per pound.

Carrier will not assume any liability whatsoever for: manuscripts, documents, data recorded on electronic media, currency, coins, jewelry, watches, precious metals, precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or garments, antiques, oriental rugs, tapestries, rare collectable items or objects of art, computer software programs, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, debit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, particle board furniture, articles of peculiarly inherent value, which are not specifically identified. Other items may also fall into this category and must be identified.

The purpose of identifying articles of extraordinary or unusual value as provided in this Rule is so that Carrier will be aware of those items that require special handling and protection. Failure to identify such articles will result in limited Carrier liability, as provided below. The notification by listing the items on the Bill of Lading or Declaration Items of Extraordinary Value form must be presented to the lead packer before packing begins. There is no coverage provided for the contents of items in PBO containers. All items of extraordinary value must be packed for transport by Carrier.

Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by Shipper, and the tariff in effect at the time of the shipment.

If, through inadvertence or otherwise, item(s) having a value which would, under the circumstances constitute a/an item(s) of extraordinary value, be included in the shipment but not be identified as provided in this Rule, Carrier's liability will be limited as to such item or items for loss or damage to a value not to exceed \$0.60 per pound per article.

RULE 5 – CERTIFICATES OF INSURANCE

It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the property in excess of Carrier's legal liability due to the reduced rates provided herein. Upon request of Shipper, Carrier may, at its option and subject to availability, arrange to provide "Certificates of Insurance" issued by an independent insurance company. When such insurance coverage is arranged by Carrier, Carrier will not assume responsibility for the limits of coverage, amount of the insurer's charges, nor for the quality of their services. The cost of any insurance in the name of Shipper will be borne by Shipper and will not be assumed by Carrier.

RULE 6 - IMPRACTICABLE OPERATION

Carrier shall not be obligated to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles, moving equipment or personnel because of:

The condition of roads, streets, driveways, alleys or approaches thereto;

Inadequate loading or unloading facilities;

Force majeure, insurrection, strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, or threat thereof - including gang violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any act beyond the control of Carrier from entering premises where pickup or delivery is to be made;

Hostile or unsanitary work environments (inside the home or office).

RULE 7 – INSPECTION OF ARTICLES

When Carrier believes that it is necessary for the contents of packages to be inspected, Carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property tendered to Carrier for transport. Inspection of PBO containers does not result in liability for their contents.

RULE 8 - ARTICLES LIABLE TO CAUSE DAMAGE

Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property. By way of example, this would include property exposed to mold, mold spores or mildew.

Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after notice to Shipper, and such articles will be taken at the owner's risk and damage, if any, to the premises shall also be at owner's risk.

Carrier will not deliver articles, which cannot be placed into premises without damage to the article or the premises, except after notice to Shipper or consignee, and such articles be delivered at owner's risk and damage, if any, to the premises shall also be at owner's risk.

Carrier shall not accept for shipment tanks or bottles designated to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.

RULE 9 – PERISHABLE ARTICLES

Carrier will not accept for shipment foods (frozen or otherwise) or other articles requiring refrigeration. When such articles are included in a shipment with or without knowledge of Carrier, responsibility for condition will not be assumed by the Carrier.

RULE 10 – DANGEROUS ARTICLES

Explosives, hazardous, or dangerous property will not be accepted for shipment. Any person or persons, whether as principal or agent, shipping such property shall be liable for and indemnify Carrier against all loss or damage caused by such property and Carrier shall not be liable for safe delivery of the shipment. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

RULE 11 – SERVICING SPECIAL ARTICLES

Upon request of Shipper, owner or consignee of the goods, Carrier may, subject to the below, service and unservice Special Articles at origin and destination at the transportation rates provided in Schedule A. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.

If Carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, Carrier may upon request of Shipper, owner or consignee and as agent for them engage third parties to perform the servicing and unservicing. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

All charges of third parties must be paid by Shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by Carrier, and billed as Advanced Charges as provided herein.

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 400 pounds or more. Shipper must provide the extra handling, loading or unloading in every instance, or if Carrier has additional personnel and equipment available, such extra services upon request of shipper may be provided by Carrier at charges shown in this tariff.

As used in this Rule, Special Articles include articles or appliances (including but not limited to) refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders, dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, whirlpool baths, air conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in this Rule.

RULE 12 – MARKING AND PACKING

Packages containing fragile articles or articles consisting wholly or in part of glass, or earthenware when packed by Shipper or his/her agent or relation (if individual Shipper) particularly susceptible to damage in the ordinary course of transit, must be boxed, barreled, or crated and marked by plain and distinct lettering that designates the fragile character of contents and the need for care in handling, as to insure safe transportation with ordinary care. Carrier shall not be liable for damage to shipments, except when proved to be negligent and the burden of proving such negligence shall be on the Shipper to prove. In general carrier does not have liability for the contents of PBO containers due to lack of knowledge of their contents or the manner in which they were prepared.

When articles of furniture, consisting wholly or in part of glass are covered or wrapped by Shipper or his/her agent or relation (if individual Shipper), such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported as owner's risk.

Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, Carrier may arrange to have such articles properly packed at charges as shown in this tariff.

RULE 13 – SHIPMENTS ACCEPTED

Shipments are accepted subject to all laws governing the transportation of property or use of facilities. Where any party engaging Carrier has provided to Carrier an erroneous description of the nature, size or amount of property to be moved or fails to advise Carrier of any unusual conditions existing at origin or destination, Carrier will upon delivery of same, attempt to contact the third-party and offer to transport all or any portion of the property pursuant to actual conditions encountered subject to rates and charges contained herein. Where Carrier cannot establish contact or approval cannot be obtained, Carrier will terminate the job. In the event Shipper, subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 14 – CLASSIFICATION OF A COMPLETE ARTICLE

Each shipping piece or package (including contents thereof) shall constitute one article. The total component parts of any article taken apart, or knocked down for handling or loading in vehicle, shall constitute one article.

RULE 15 – DISASSEMBLY AND REASSEMBLY

Carrier will not assemble or reassemble any article embedded in the ground or secured to a building, nor assemble or disassemble any outdoor articles such as steel utility buildings or cabinets, swing sets, slide, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assemble or disassemble unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc.

RULE 16 – PAYMENT

Carrier shall have the right to retain possession of any property transported by it and to place the same in storage at the charge and expense of Shipper until all tariff rates and charges thereon have been paid in cash, money order, certified check, Master Card or Visa, except where other satisfactory arrangements have been made between Carrier and Shipper prior to carrier's performance hereunder. Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.

In the event the consignee cannot be found at the address given for delivery, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the Bill of Lading for notification. The Shipper, upon tender of the shipment to Carrier, and the consignee, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment such as Advanced Charges. The extension of credit either to Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

RULE 17 - IMPRACTICAL PICK UP OR DELIVERY

It is the responsibility of Shipper, consignee or owner to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the road haul vehicle may be safely operated.

When it is impractical for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at the destination address with normally assigned equipment, due to the structure of the building(s), its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, Carrier shall tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

Upon request of Shipper, consignee or owner of the property, Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point convenient or assessable to Carrier's vehicle(s). Charges for the auxiliary service described in this Rule to cover truck rental fees for additional vehicle (if used) and labor to cover pick-up and drop off of said vehicle and extra labor and hours to accomplish delivery.

If Shipper does not accept the shipment at the nearest point convenient or assessable to Carrier's vehicle(s) to the destination address, Carrier may place the shipment, in storage at the nearest available warehouse of Carrier, or in a public warehouse or self-storage facility, subject to a lien for all lawful charges. Carrier's liability will cease when the shipment is unloaded into the warehouse or other storage facility and the shipment shall be considered as having been delivered.

It is the responsibility of Shipper make property available to Carrier where the location of property to be shipped from or delivered to is accessible by permanent stairway (ladders do not qualify as a permanent stairway); adequately lighted; has a flat continuous floor; and sufficiently high overhead clearance to stand upright at all times. If access to said property is deemed unsafe by Carrier to conduct loading or unloading then move will cease or items delivered to nearest area that can be safely accessed in the Carrier's sole judgment.

RULE 18 - WAREHOUSE PICK UP OR DELIVERY

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse or self-storage facility, the rates for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to Carrier's vehicle(s). Unless consignee, beneficial owner or third-party payer authorizes Carrier to open all packages, repack them, and prepare an inventory of their contents, such packages will be accepted for transportation marked PBO, designating that the contents and condition of contents are unknown to Carrier, and not subject to Carrier's liability.

As Shipper, consignee or beneficial owner has the burden to prove "good order and condition" at the time the property is tendered to Carrier for carriage, such orders effectively forecloses Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.

RULE 19 - HOISTING AND LOWERING

Hoisting or lowering service will be performed only at points where Carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting and at rates and charges as provided herein.

Otherwise, upon request of Shipper, owner or consignee of the goods, Carrier as agent of and in behalf of Shipper, owner or consignee, as the case may be, will endeavor to arrange for qualified service, if available, at the expense of Shipper, owner or consignee of the property in the first instance or, if paid by Carrier, reimbursed as an Advanced Charge provided herein. In such instances, Carrier will not be responsible for damage to shipment or property.

RULE 20 - ESTIMATES

Carrier cannot quote a firm price on a move from a residence or an establishment to another point if a public way is to be used. All written or electronic estimates or quotations are not guarantees. Any written or electronic estimate or quotation is subject to Carrier's lawful rates and charges based on actual services performed.

RULE 21 – ADVANCED CHARGES

Charges advanced by Carrier for services of others engaged at the request of shipper, owner or consignee, as the case may be, are in addition to and shall be collected with all other lawful rates and charges in this tariff. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

RULE 22 – TIME BASIS

Transportation rates covering movements of household goods and property as described in Rule I, crated, uncrated or in containers is determined on an hourly basis up to and including all points within Massachusetts.

In the event of loss, where weight of shipment is not known, a constructive weight of 7 pounds per cubic foot of loaded van space shall be deemed to apply as the unit of measurement for purposes of ascertaining Carrier's liability.

Unless otherwise provided herein, time rates will be computed at the hourly rate applicable from the time vehicle, helpers, packers or supervisors leave Carrier's terminal until the arrival back at the terminal and any unloading, less time spent for meals, vehicle breakdown or repair, subject to the following:

Charges based on time shall be computed by multiplying the applicable hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of in 15-minute increments.

Carrier shall insert on the Bill of Lading prescribed by this tariff, the time they start the job and the time they finish said job.

Published rates apply for all services performed with pricing as outlined on Schedules A and B. Pack rates (including Pack van) outlined on Schedule B shall apply on in-house moves.

RULE 23 - DISPOSITION OF FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.

RULE 24 - USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 25 - WAITING OR DELAY

Rates and charges for any waiting time or delay will apply when vehicle is held for convenience of shipper or consignee, through no fault of Carrier.

RULE 26 - HOURLY MINIMUM

Unless otherwise stated in writing by Carrier, the hourly rate will be subject to a four (4) hour minimum per service.

RULE 27 - LABOR CHARGES

Standard hourly labor charges cover all additional services for which no charges are otherwise provided in this tariff, as amended, when such services are requested by Shipper. Refer to Carrier's hourly rate tables set forth in Schedule A.

RULE 28 - FURNISHING HELPERS

Carrier reserves the right to furnish the number of helpers necessary, in the opinion of Carrier, to properly handle shipments to be transported. If Shipper refuses to authorize additional helpers Carrier considers necessary, Carrier may terminate job subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 29 – CLAIMS

Claims Filing Required: A claim for loss, damage, injury or delay shall not be voluntarily paid by Carrier unless filed in writing as provided in below, within 30 days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by original Bill of Lading, if not previously submitted to Carrier. Carrier may require certified or sworn statement of claim. Suits shall be instituted against Carrier only within 12 months from the day when notice in writing is given by Carrier to the claimant and Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provision, no Carrier hereunder shall be liable.

Minimum Filing Requirements: A communication filed in writing from a claimant filed with Carrier within the time limits specified and containing facts sufficient to identify the shipment (or shipments) of property involved, asserting liability for alleged loss, damage, injury, or delay, and making claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or contract of carriage. Communication simply stating that damage incurred or intent to file claim shall not be considered as sufficient compliance.

Documents not Constituting Claims: Bad order reports, appraisal reports of damage, notation of shortage or damage, or both, on the Bill of Lading, delivery receipts, or other documents, or inspection reports issued by Carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the claim filing requirements specified in this Rule.

Claims Filed for Uncertain Amounts: Whenever a claim is presented against Carrier for an uncertain amount, Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of this Rule.

Concealed Items: Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original shipping cartons, packing materials and contents.

Limitation of Liability: Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the value declared by shipper, or where no value is declared, the deemed released value of \$0.60 per pound per article for property classified under Rule 1.

No Liability for Damage Arising After Delivery; Owner's Risk: Carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or Shipper or the authorized agent of either, except as to damage noted at time of delivery. When Carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent of Shipper is not present, the property shall be at the risk of the owner after unloading or delivery.

No Liability for Damage Arising Before Tender to Carrier; Owner's Risk: Where Carrier is directed to load property from (or render any services at) a place or places at which the consignor or agent of Shipper is not present, the property shall be at the risk of the owner before loading. S

Sets: Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the value declared by Shipper, or where no value is declared, the deemed released value at \$0.60 per pound per article.

Set-Offs Prohibited: At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the published tariff rates and charges and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over collected claim. A claim submitted prior to full payment for services rendered shall be considered as sufficient compliance with the provisions for filing claims. The date of valid claim submission will be determined by the date of the payment.

RULE 30 – MILEAGE

Except as otherwise provided herein, where travel time rates are based on mileage, the distance or mileage shall be that shown by google maps.

If shipper requests a longer route than the shortest practical route as shown in www.google.com, the mileage over the longer route as shown therein will apply.

If mileages are not shown from any point of origin to any point of destination in www.google.com, the mileage from or to the principal town in which each community is located shall apply.

If transportation rates are not shown herein for the actual distance provided in www.google.com, the rate shown for the next greater distance shall apply.

RULE 31 – SUBCONTRACTING

If it should be determined that Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any third-party, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs, service arrangements, and/or law applicable thereto, the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff, service arrangement and/or applicable law, provided however, that nothing contained in this Rule shall be deemed a surrender by Carrier of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under the Bill of Lading, the tariff, service arrangement or laws applicable or relating to such carriage.

"Third-party" as used in this rule, includes, but is not limited to carriers by water, land or air, inland carriers, whether acting as direct or indirect sub-carriers, connecting carriers, substitute carriers and/or bailees, stevedores, terminal operators, and watching services, their direct and indirect agents or servants and any direct or indirect independent contractors.

RULE 32 - MERCHANT'S RESPONSIBILITIES DESCRIPTION OF GOODS

The description and particulars of the property defined in Rule 1 of a merchant (hereinafter the "Goods") set out on the face of a bill of lading and any description, particular or other representation appearing on the Goods, container or other packages, documents or inventories relating thereto are furnished by the merchant, and the merchant warrants to Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct.

The merchant warrants that it has complied with all applicable laws, regulations and requirements of customs, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.

The merchant further warrants that the Goods are properly marked and are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

No Goods that are or may become dangerous, inflammable or damaging or that are or may become likely to damage any property or person whatsoever shall be tendered to Carrier for carriage without Carrier's prior express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly and conspicuously marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become dangerous, inflammable or damaging in nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the risk and expense of the merchant and without prejudice to Carrier's right to rates and charges.

The merchant shall be liable for all loss or damage of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the carriage of Goods cause by the merchant or any person acting on its behalf or for which the merchant is otherwise responsible.

(The merchant and the Goods themselves shall be liable for and shall indemnify Carrier, and Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, reconditioning, bailing, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing containers while in the possession merchant, for demurrage on Goods and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon Carrier, vehicle(s), Goods, containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, as a result of incorrect or insufficient marking, numbering or addressing of Goods or other packages or description of the contents, failure of the merchant to procure consular, board of health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the merchant. Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

The merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Rule, or for any cause in connection with the Goods for which Carrier is not ultimately responsible.

The merchant shall be required to state the agreed or declared value of the Goods on the bill of lading. Valuations shall be declared and stated in cents or dollars and cents per pound per article. If the merchant declines to declare the value or declines to an agreed value, the shipment cannot be accepted. The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and to each article separately and not to the shipment as a whole. The merchant may declare on specific articles, valuation in excess of value declared on the shipment, and each such article must be described and its excess declared value.

Unless, as provided in the preceding subparagraph, Carrier will not assume a greater valuation than \$0.60 cents per pound per article of any good tendered by a merchant. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the goods in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein.

Unless there is negligence on the part of Carrier, Carrier shall not be liable for damage to the person or Goods of the merchant or any other person resulting from the transportation or services including failure to make delivery, short delivery, or non-delivery furnished by Carrier. In any event, for merchant, the Carrier shall not be liable in contract, in tort (including negligence and M. G.L. ch. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the merchant or other economic harm, any penalties, fines, charge-backs, fees assessed by Shipper, consignee, or third party for failure to provide transportation or services up to and including specific transit times, scheduled deliveries, or failure to transfer documentation, including, but not limited to packing lists or customs forms and/or information from consignor to consignee.

RULE 33 – RATES AND CHARGES

Carrier's rates and charges are set forth on the following Schedules, as amended.

SCHEDULE A – TRANSPORTATION RATES & RELATED CHARGES

This schedule shall be used to determine Carrier's charges for intrastate transportation of household goods and related additional charges.

Hourly Labor Rates:

Moving Rates*	2 Men & 1 Truck	3 Men & 1 Truck	4 Men & 1 Truck	3 Men & 2 Trucks	4 Men & 2 Trucks	5 Men & 2 Trucks	6 Men & 2 Trucks	5 Men & 3 Truck	6 Men & 3 Truck
Minimum	\$149/Hr	\$199/Hr	\$249/Hr	\$249/Hr	\$299/Hr	\$349/Hr	\$399/Hr	\$399/Hr	\$449/Hr
Maximum	\$299/Hr	\$349/Hr	\$399/Hr	\$399/Hr	\$449/Hr	\$499/Hr	\$549/Hr	\$549/Hr	\$599/Hr

*Travel time charges based on the rates above, which may be fixed in advance, accrue from warehouse location to first service location, and from last service location to the warehouse location. Labor charges accrue from first service location to last service locations, including the commute and work at service locations in between, with a four-hour minimum. Once the four-hour minimum is satisfied, charges accrue pro-rated to the quarter hour.

Related Additional Charges:

Overnight Storage: \$150 to \$300 per night per truck

Disposal: \$75 to \$150 per item disposed

Hoisting: \$300 to \$450 per item hoisted

Tolls: Actual cost based on estimate of incurred

Wait Time: Charged at applicable hourly rate per table above

Parking Permit: \$250 to \$300 per permit

Extra Stop: \$100 to \$200 per stop

SCHEDULE B – MATERIALS RATES

This schedule shall be used to determine Carrier's charges for materials.

Material Type*	Price
Book Box (1.5 CF)	\$4.50
Linen Box (3.1 CF)	\$6.00
Large Box (4.5 CF)	\$7.50
China Box / Dish pack (5 CF)	\$8.50
Picture Box / Mirror Carton (2.5 CF)	\$7.50
Wardrobe Box (10 CF)	\$15.00
Mattress Bag	\$10.00
TV Caton	\$150.00
Mattress Carton	\$20.00
Bubble Wrap/Kraft	\$2.25/ft
Packing Paper	\$1.00/lbs
Tape (48mm x 5m)	\$3.50/roll
Shrink Wrap	\$20.00/item
3 Ply Paper Pad	\$4.50
Cloth Moving Pad	\$10.00
Rug / Carper Protection	\$30.00/roll

*Material charges are in addition to labor / travel charges and charged based on use. When delivered to the customer in advance of the service a \$150 delivery fee applies.