

RULES CIRCULAR

ORIGINAL TITLE PAGE

M.D.P.U. No. 1

Cancels

M.D.T.E. No. 2

Wm. Duggan Co., Inc.

CERTIFICATE No. 26799

Naming

**RULES, REGULATIONS
AND ACCESSORIAL CHARGES**

Applying on

**HOUSEHOLD GOODS AND PERSONAL EFFECTS
and
PROPERTY USED OR TO BE USED
in
A DWELLING**

**FROM AND TO ALL POINTS
IN THE COMMONWEALTH OF MASSACHUSETTS**

FOR APPLICATION OF CIRCULAR, SEE ITEM 110

The provisions herein will not result in an effect on the quality of the human environment.

ISSUED: APRIL 1, 2022

Filed by: William P. Duggan

Wm. Duggan Co., Inc.

3 Industrial Road
Walpole, MA 02081

CHECK SHEET

Pages of this Rules Circular shown below are effective as of the date shown thereon. This check sheet should be reviewed as pages to this Rules Circular are either revised or added.

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TARIFF RULES

- Item 100 **ADVANCING CHARGES**
Subject to Item 330, carrier will not advance charges on behalf of shipper, receiver, beneficial owner (of all or any portion of the property) nor for other guarantor of carrier's freight and ancillary charges (if any).
- Item 115 **ALTERNATE CHARGES**
No employee, agent or authorized representative of the carrier has the authority to alter, amend, void or waive any of the rates, rules and charges contained herein.
- Item 120 **APPLICATION OF TARIFF**
This tariff contains all rates, charges, rules and regulations governing transportation and ancillary services associated with the movement of household goods and personal effects from one residence, storage facility or other place of origin to another residence or storage facility within the Commonwealth of Massachusetts.
- Item 130 **ARTICLES, INSPECTION OF**
When carrier, his employee(s), agent(s) or authorized representative(s) believes it is necessary that the contents of packages be inspected, they shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual nature or character of the property tendered to carrier for transport.
- Item 135 **ARTICLES LIKELY TO DAMAGE OTHER LADING OR CARRIER'S EQUIPMENT**
(a) Carrier will not accept property for shipment liable to impregnate, infest or otherwise damage equipment or other property.
(b) Carrier will not accept for shipment articles, which cannot be taken from premises without damage to the article(s) or the premises.
- Item 140 **ARTICLES OF EXTRAORDINARY VALUE**
Carrier will not accept for transportation nor assume any liability whatsoever for the following property: accounts, bills, credit cards, currency, deeds, documents, evidences of debt, jewelry, letter (personal or business), money, notes, postage or revenue stamps, securities, watches or similar valuables.

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TARIFF RULES (continued)

Item 145 BILL OF LADING

CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The carrier or party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No carrier or party in possession (Carrier) of all of any of the property shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of shipper or owner, nature of property or defect or inherent vice, occurrences in customs warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments, vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such loss or damage was caused by negligence of the carrier, except where packing and unpacking of such articles has been performed by the carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed unpacked, or packed and unpacked by the shipper or his agent or carrier or its agent(s). Carrier shall not be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent(s). No carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment. Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the property at destination or at the port of export and tender of delivery of the property to the party entitled to receive it has been made. Except in case of negligence of the carrier, carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit on the request of the shipper, owner, or party entitled to make such request, whether such request was made before or after carrier came into possession of the property.

Carrier shall not be liable for any of the following:

- Items of extraordinary value not listed on the High value Inventory form.
- Lamps, lampshades, artwork, pictures, mirrors, artificial plants and statues which are not boxed by carrier or its agent(s).
- Any marble or glass which is not crated or boxed by carrier or its agent(s).
- Items found broken in boxes that have not been packed and unpacked by carrier or its agent(s).
- Missing hardware for disassembled items, unless carrier or its agent(s) have disassembled item.
- Gold leaf plaster frames and chandeliers that are not crated by carrier or its agent(s).
- Pressboard or particle board furniture.
- Previously damaged and repaired items.
- Previously damaged or loose veneer.

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TARIFF RULES (continued)

- Furniture where original glue has dried out.
- Any small, loose items such as keys, remote controls, etc. which are not in a box.

If one item in a set is lost or damaged, carrier's responsibility is limited to the value of the lost or damaged item, not the entire set.

Sec. 2 (a) No carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward the property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or as been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing a proposal for service and bill of lading, or carrier in possession of the property when the loss, damage, injury, or delay occurred, within 30 days after delivery of the property; and suits shall be instituted against any carrier only within one year from the day when notice in writing is given by the carrier to the claimant that the 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 provisions, no carrier hereunder shall be liable. Any carrier or party liable on account of loss or damage to any of the property shall have the full benefit of any insurance that may have been effected upon or on account of the property shall have the full benefit of any insurance that may have been effected upon or on account of the property so long as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

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BILL OF LADING CONTRACT TERMS AND CONDITIONS (CONTINUED)

Sec. 4 (a) Carrier shall have the right to retain possession of any property transported by it and to take and place the same in storage at the charge and expense of the shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of carrier to require, at the time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the carrier, subject to all lawful charges and to carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given on the bill of lading for notification, the carrier shall be discharged from liability upon sending a notice to shipper showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where carrier is directed to take property from a place or places at which the consignor or his agent is not present, the property shall be at risk of the owner before loading.

(b) Where carrier is directed to unload or deliver property at a place or places at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Sec. 6 No carrier will carry or be liable in any way for any documents, specie, or for any article of extraordinary value (defined as valued at or in excess of \$100 per pound per article) unless specifically described on carrier-furnished High Value Inventory form.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

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BILL OF LADING CONTRACT TERMS AND CONDITIONS (CONTINUED)

Sec. 8 The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property. No carrier shall deliver or relinquish possession at destination of the property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to carrier where not paid by consignor or consignee. If the consignor or consignee has given to the carrier erroneous information as to the identity of the beneficial owner, such consignor or consignee shall be liable for such additional charges and any attorney's fees incurred by carrier as a result of this disclosure. Nothing herein shall limit the right of the carrier to require, at the time of shipment, the prepayment of the charges. If upon inspection is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 If a proposal for service and bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the carrier shall be without effect, and this document shall be enforceable according to it.

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Item 150 **BINDING ESTIMATES**

Carrier may, upon request of prospective customer or third party payer, provide a written estimate for transportation and other services pertaining to shipment as described in Item 120 of this tariff. Such written estimates are based on information furnished to carrier by shipper or 3rd party payer (customer). If upon arrival at origin additional articles or items exceeding those described to carrier by customer are encountered, carrier will advise customer that the estimate will not be honored due to the inaccuracy of information provided to carrier.

At customer's option, carrier will either:

- (1) Take only the property as originally provided to carrier by Customer at the estimate provided by carrier; or
- (2) Carrier will take all property tendered by shipper at rates and charges applicable to the property actually tendered to carrier for transport.

Item 155 **CAPACITY OF VAN – DISPLAY OF**

Carrier operates various sized vehicles. In the event of equipment unavailability due to loss, damage, mechanical defect, or other circumstances beyond carrier's control, carrier retains the right to substitute a vehicle of similar cargo carrying capacity.

Item 160 **CLAIMS, LOSS AND DAMAGE**

a. **Documentary Requirements**

Any claim for loss or damage must be made in writing within thirty (30) days of delivery, or, in the event of non-delivery, thirty (30) days from the date delivery was to have been made. Claimant must provide a copy of the original bill of lading (if not previously surrendered to carrier) and original paid bill for transportation service(s) or a photocopy thereof. For each article lost or damaged, the nature and extent of such damage and the basis for the amount claimed i.e. date of purchase or acquisition, original cost, amount of depreciation, actual "depreciated" value at time of loss or damage, and, for each damaged item, a repair estimate.

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- b. Shortage or Concealed Damage (damage not discoverable at time of delivery)
Carrier must be immediately notified of any claim involving alleged shortage or concealed damage and be given a reasonable opportunity to inspect the shipment and packaging or packing.
- c. Carrier's liability shall not exceed the cost of repair or replacement with materials of like kind and quality not exceeding the actual depreciated value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall carrier's economic responsibility exceed the released value declared by shipper.
- d. Where carrier is directed by shipper, consignee, beneficial owner, agent or third party (3d) payer, to pack and load property at origin and shipper, consignee, beneficial owner, agent or 3d party payer is not present, carrier may provide service. If directed to unload property at a place(s) where the consignee or his agent is not present, all risk of loss shall be on the shipper, consignee or owner after the property is unloaded from carrier's vehicle.
- e. Pairs, Sets or Matched Pieces
In the event of loss or damage to any item, article or piece being part of a pair or set, carrier at its sole option may elect to:
 - (1) Repair or replace any part to restore the pair or set to its value immediately before loss; or
 - (2) Pay the difference between the actual cash value of the property before and after loss; or
 - (3) Pay the actual cash value of the complete pair or set in which event owner will surrender to carrier the remaining undamaged item(s).In no event will carrier's liability exceed the released value declared by shipper.

Item 165

COMPLETE ARTICLE

Each item or article, whether placed in a carton, box or otherwise prepared for shipment shall constitute one article. Any article or item which is disassembled for handling, including loading and unloading, shall be considered one article regardless of the number of component parts or pieces after disassembly.

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Item 170 **COMPUTING TIME: CASH ON DELIVERY SERVICES**

For Cash On Delivery (C.O.D.) Moves

Unless otherwise provided herein, charges will be computed at the applicable hourly rate from the time carrier's vehicle and personnel depart from our Walpole, MA facility and continues following completion of all contracted services until carrier's vehicle and personnel arrive back at carrier's facility.

Computed time will not include time spent for meals, vehicle accident, vehicle breakdown or repair.

Time calculations will be computed by multiplying the hourly rate by the time involved.

Unless otherwise provided herein, fractions of an hour will be calculated as follows:

- a. Where time involved is less than 15 minutes, $\frac{1}{4}$ hour will be charged;
- b. Where time exceeds 15 minutes, but is less than 30 minutes, $\frac{1}{2}$ hour will be charged;
- c. Where time exceeds 30 minutes, but is less than 45 minutes, $\frac{3}{4}$ of an hour will be charged;
- d. When time exceeds 45 minutes, one hour will be charged.

Item 175 **CONSOLIDATED SHIPMENTS**

The name of only one shipper and one consignee shall appear on one Household Goods Bill of Lading. However, the bill of lading may list another party the carrier is to notify upon arrival at destination.

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- Item 180 **HAZARDOUS / DANGEROUS ARTICLES OR GOODS**
Carrier will not accept for shipment any explosives, hazardous or dangerous goods. Any person, whether principal or agent, shipping such goods shall be liable for, and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Item 185 **DECLARATION OF VALUE**
a. Shippers are required to state the agreed or declared value of property on the Household Goods Bill of lading (HHG BOL) prior to the start of packing, accessorial or moving services.
b. Valuation options shall be declared and stated in dollars and cents per pound per article or a lump sum as required on the HHG BOL.
c. If shipper declines to declare a value in writing, the property will automatically be released to 60¢ per pound per article.
d. Any agreed or declared value in excess of 60¢ per pound per article shall be applicable to all services undertaken by carrier, its agents or party(s) in lawful possession of all or any portion of said property, and such agreed and declared value must be entered on the HHG BOL and signed by the shipper in his(her) own hand.
- Item 190 **DISMANTLING and REASSEMBLY OF ARTICLES**
Carrier may refuse to assemble or reassemble any outdoor items such as, but not limited to, utility buildings or sheds, utility cabinets, swing sets, slides and jungle gyms including property inside a building which is bolted to walls or floors, such as steel shelving elongated work tables and the like. Where such property, in sole judgment of carrier's employee(s) cannot be removed without damage or injury to the item or article, or to the property to which it is affixed, carrier may refuse to provide dismantling or disassembly service(s). Carrier will not, either as principal or agent of customer, make arrangements for such services to be performed by a third party(s).
- Item 195 **ESTIMATES OR QUOTATIONS MUST BE WRITTEN**
Subject to Item 150, carrier may furnish a written estimate or quotation for service to a prospective customer or a 3rd party payer. All written estimates or quotations are not guarantees. Any written estimate or quotation is subject to carrier's lawful rates and charges.

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- Item 200 **EXCESS VALUE - DECLARATION OF**
Carrier will apply depreciation to any claim where the declared value exceeds 60¢ per pound per article. To elect this option, you must declare a lump sum valuation for the shipment – our minimum is \$5,000 per room of furniture. Please do not overlook – where appropriate – property in the attic, basement and garage.
- Item 210 **EXCLUSIVE USE OF VEHICLE**
Carrier does not offer expedited service. Carrier's obligation is to transport property with reasonable dispatch. Unless a shipper makes special arrangements for team drivers all shipments will be transported from origin to destination by a single driver.
Upon request of shipper, beneficial owner or 3rd party payer for the exclusive vehicle for expedited service, carrier will assign one vehicle and one driver to the transportation of a shipment subject to the following conditions:
- a. Only one vehicle per shipment will be furnished unless the property tendered exceeds the capacity (weight or cube) of the vehicle furnished. Any excess property will be loaded in a separate vehicle or vehicles, in which case the hourly charges provided herein apply to each vehicle to transport the shipment.
 - b. The request must be in writing, which can be (1) attached and referred to, or, (2) written on the HHG BOL.
 - c. The vehicle will be devoted exclusively to the transportation of the shipment without commingling with property of others and without transfer of lading, except in case(s) of emergency or other circumstance(s) necessitating the transloading of the shipment. In such instance(s), the shipment will be provided the exclusive use of the vehicle to which the shipment has been transferred.
 - d. Charges on shipments moving pursuant to the provisions of this rule are to be paid or guaranteed by the party requesting the service.

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Item 215 EXPEDITED SERVICE

Carrier does not offer expedited service designed to meet a particular delivery time or date. See Item 210 (above) which provides for exclusive use of vehicle service. Carrier is not responsible for any loss which might be incurred as a result of special or consequential damages.

Item 220 EXPLOSIVES or DANGEROUS ARTICLES

Carrier will not accept paint, explosives, articles or goods classified as "dangerous" or "hazardous" for transport. Products falling into the aforementioned classifications include, but are not limited to: Flammable liquids, class A and B explosives, compressed gasses Whether the propellant is classified as flammable and non-flammable (aerosol propelled products), radioactive materials, or ORM's (Other regulated Material) so classified by the Department of Transportation and published in Title 49 of the Code of Federal Regulations.

Any person or persons whether principal or agent, shipping such goods shall be liable for and indemnify the carrier against all loss or damage, including damage to lading caused by such goods. Such goods may be warehoused at owner's risk or destroyed without compensation [see Item 135 "Articles Likely to Damage Lading or Carrier's Equipment].

Item 225 EXTRA PICK UP OR DELIVERY

Carrier's rates and charges are based on one pick up of property at origin and one delivery at destination. Where directed by shipper, consignee, beneficial owner or with occurrence of 3rd party payer, carrier will pick up or delivery less than the entire shipment. It is the responsibility of shipper, consignee, beneficial owner or 3rd party payer to identify all property to be transported by specific origin(s) and destination(s). Where portions of the shipment will move between various points carrier will prepare separate HHG BOL's showing a specific origin and destination and specifically describing the individual items of property to be transported between specified origin(s) and destination(s). Hourly rates apply.

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- Item 230 FROZEN FOOD, LIVE ANIMALS, LIVE PLANTS, ET AL
Carrier does not possess equipment designed to provide temperature controlled service. Carrier will not accept for shipment live fish, live birds or live animals; nor any property requiring transportation at a specified temperature or range of temperature(s), including protection from freezing or excessively high temperatures customarily encountered in standard truck bodies, especially in summer.
In the event such property is included in the shipment without carrier's knowledge, carrier will not be liable for loss of or damage to any such property including, but not limited to, live animals, live birds, live fish caused by any atmospheric conditions, including those previously described – or from environmental conditions allegedly causing – or leading to – death, damage or distress in any of the aforementioned, or similar, property.
- Item 240 HELPERS, FURNISHING OF
- a. Carrier's rate and charges are based on furnishing truck and driver.
 - b. Carrier reserves the right to furnish sufficient additional labor necessary to properly handle property to be transported.
 - c. Shipper can refuse to authorize additional helpers carrier considers necessary. In this event, carrier reserves the right to terminate the job without charge to shipper.

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- Item 245 **SUNDAYS and HOLIDAYS, LISTING and EXPLANATION OF**
Except as otherwise provided, the following are considered holidays whenever reference is made herein to a holiday or holidays:
New Year's Day {January 1}
George Washington's Birthday [3rd Monday in February]
Memorial Day [last Monday in May]
Independence Day [July 4th]
Labor Day [1st Monday in September]
Thanksgiving Day [4th Thursday in November]
Christmas Day [December 25th]
- Item 250 **IMPRACTICAL or IMPOSSIBLE OPERATIONS**
Carrier is not obligated to perform pick up, delivery or to render any service(s) at any place(s), whether origin, destination or elsewhere, where it is impractical, impossible or because of unreasonable risk of loss, damage or injury to vehicles, moving equipment and personnel because of:
a. Closure, impassability or physical condition of roads, streets, driveways, alleys or approaches thereto;
b. Inadequate or non-existent facilities for loading or unloading;
c. Force majeure, insurrection, riots, strikes, labor disturbance(s), civil disturbance, civil unrest or disorder, violence or threat thereof – including gang violence or threat thereof – or for any other reason(s) beyond carrier's control, from entering premises where pick up or delivery is to be made;
d. Local or state law or regulation prohibiting performance of service(s) by carrier's equipment.
- Item 260 **INSPECTION OF ITEMS or ARTICLES**
Where carrier has reason to believe that the contents of any package may not be as described or indicated, carrier shall have the right to:
a. Inspect; or
b. Cause inspection to be made; or
c. Require evidence sufficient to determine the actual nature and character of the property prior to acceptance.

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- Item 265 **INSURANCE COVERAGE**
Carrier will not assume the cost of insurance against marine risk or any other insurance for the benefit of the shipper, consignee, beneficial owner or 3rd party payer.
- Item 270 **INVENTORY, REJECTION OF, BY SHIPPER**
Carrier will prepare an inventory of all articles and articles tendered to carrier for transportation. If shipper declines to have carrier prepare such an inventory, shipper is advised that she has the non-delegable obligation to prove good order and condition at origin and bad order or non-delivery at destination.
All property tendered in boxes, cartons, wardrobes or other packaging where the contents cannot be observed or ascertained by carrier will be marked as "PBO" meaning packed by others. All other property tendered to carrier will be subject to carrier's inspection and examination for preexisting damage(s) and physical condition.
At Destination
Party entitled to receive property at destination shall sign HHG BOL acknowledging receipt of shipment. Failure to sign carrier's paperwork will be prima facie evidence of receipt of the same amount of property in the same condition as tendered to carrier at origin.
- Item 275 **LIMITATION OF CARRIER'S LIABILITY**
The rates and charges contained herein are reduced rates conditioned on use of the Household Goods Bill of Lading terms and conditions – as set forth in Item 145 – and carrier's liability being limited to sixty (60¢) per pound per article which is lost or damaged. Shipper may declare a value in excess of sixty cents (60¢) per pound per article pursuant to Item 185 and payment of carrier's currently applicable ad valorem rate.

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Item 280 MARKING AND PACKING

- a. All property packed by others (PBO) tendered for shipment must be packed and packaged to protect the contents from the ordinary risks of transportation – primarily shock and vibration.
- b. Items PBO contain articles particularly susceptible to damage in the ordinary course of transit – such as glass, china, porcelain, ceramics, and the like – must be marked or labeled calling attention to the fragile nature of the contents and the need for care in handling and the box, carton, etc. must be marked with the notation “PBO”.
- c. We strongly recommend that furniture consisting wholly or in part of glass be tendered to carrier for wrapping, padding, etc. Where such items are PBO, the outer surface must clearly alert those charged with handling such items of the exact nature of the property contained therein.
- d. Where items or articles are, in carrier’s opinion, improperly packed, crated, boxed or wrapped, carrier may refuse to transport such items or articles. At customer’s request, carrier will prepare such items or articles for transportation at charges shown in this tariff.

NOTE: No employee of carrier is authorized to accept any property for transportation at “shipper’s risk”

Item 285 PAYMENT OF CARRIER’S CHARGES

Carrier will not deliver or relinquish possession of property transported by it until the charges due at delivery have been paid in cash, certified check, traveler’s check, credit or debit card or “officer’s bank check” meaning one drawn by a bank on itself and signed by an officer of the bank, except where other satisfactory arrangements have been made between carrier and 3rd party payer.

Item 290 PERISHABLE ARTICLES

Except as provided for in Item 325 [frozen food, live animals, etc.], carrier will not accept perishable items for transport. In the event such items are tendered to carrier without full disclosure of the nature of the property, carrier shall have no liability whatsoever in the event of loss, damage, spoilage or deterioration.

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Item 295 PROHIBITED PROEPRTY

Carrier will not accept the following for transport:

- All tanks or bottles designed to contain butane or propane, including tanks and containers for gas barbecue grills, torches, tools or appliances. Exception will be made for said articles certified as empty by competent 3rd party furnishing such certification.

Item 300 PROPERTY SUBJECT TO HHG BILL OG LADING

The term "household goods" as used in connection with transportation, means personal effects and property used tor to be used un a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is: (a) arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by the householder; or (b) arranged and paid for by another party.

- a. Unless otherwise provided, when property is transported pursuant to the provisions of this tariff, or as hereinafter provided, the acceptance and use of the Household Goods Bill of Lading (HHG BOL) as set forth herein, is required.
- b. The rates and charges contained herein are reduced rates based on utilization of the HHG BOL described herein in Item 145. Shipper, consignee or beneficial owner of the property, at their sole option, may elect not to accept the terms and conditions of the HHG BOL, and in lieu thereof, may elect to have the carrier transport the property as provided by common law and the General laws of the Commonwealth of Massachusetts as applicable, but subject however, to all other terms and conditions of the HHG BOL which are not in conflict therewith. The rate charged for this option will be 100% higher [2x tariff rates and charges] than the rates and charges which would have applied had the property moved at a released value of sixty cents (60¢) per pound, per article or package, including contents.

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- Item 300 (continued from preceding page)
- c. Shipper, receiver or beneficial owner may elect to declare a value in excess of sixty cents (60¢) per pound per article, by paying carrier's valuation (Ad Valorem) rate pursuant to Item 390.
 - d. When shipper, receiver or beneficial owner declines to accept any of the terms and conditions of the HHG BOL, the shipper, receiver or beneficial owner must give notice of such election prior to start of carrier's service(s).
The carrier must acknowledge agreement of such notice by writing or stamping the following on the face of the HHG BOL:
"In consideration of the higher rate charged, the property described herein will be carried, and such accessorial services rendered will be performed, with carrier's liability limited only as provided by law; but subject however, to all other terms and conditions of the HHG BOL which are non inconsistent with such common carrier's liability."
- Item 315 REFRIGERATED ARTICLES
Except as provided in Item 235, carrier will not transport food or any other item(s) or article(s) requiring transportation under temperature-controlled conditions.
- Item 320 REISSUED ITEM(s), REGULATION(s), RULE(s) OR PAGE(s)
Unless otherwise provided, amendment or cancellation of a page in this tariff will be made by reprinting the entire page and showing a new effective date. A revised page cancels any page bearing the same page number.
For Example: 1st revised page 5 will cancel Original page 5;
15th revised page 10 will cancel 14th revised page 10.
The effective date of the change will be the date shown on the latest revised page
- Item 325 RELEASED VALUE
- a. The rates and charges contained herein reflect carrier's limited liability of sixty cents (60¢) per pound multiplied times the weight of the item or article lost or damaged.
For example: carrier's economic responsibility for loss or damage to a ten (10) pound lamp would be \$6.00 [10 pounds x 60¢ = \$6.00].

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- Item 325 RELEASED VALUE (continued from preceding page)
- b. Carrier will also transport property under which the shipper, consignee, beneficial owner or 3rd party payer can declare a lump sum value on the entire shipment which may not be less than \$5,000 per room [see Item 200].
 - c. As used in this tariff, the phrases "value declared", "released value", and "declared value", shall have the same meaning.
 - d. Carrier's maximum liability and the ad valorem charge(s) set forth in Item 390 of this tariff represent the carrier's maximum liability in the event of non-delivery.
 - e. Any declaration of value in excess of 60¢ per pound per article must be selected in writing prior to commencement of carrier's operations [packing or loading as may apply].

NOTE: When a shipment is tendered to the carrier with a declared value in excess of sixty cents (60¢) per pound per article, the carrier will, at its sole option, either:

- (1) Repair items to the extent necessary to restore them to their condition as tendered to carrier;
- (2) Pay the shipper, consignee or beneficial owner for the cost of repair(s); or
- (3) Replace the item(s) with item(s) of like kind and quality; or
- (4) Make a cash settlement for the depreciated value of the item(s).

In no event will carrier's liability exceed the released or declared value of the shipment, or, the full cost of repair to the damaged property, whichever is less.

Provisions of this item are contractual limits of liability and are not to be considered or construed as "insurance".

If the carrier is not legally liable for the occurrence causing loss, for example a lightning strike or tornado blowing the truck off the road, no claim will be paid, notwithstanding any declaration of value and payment of carrier's applicable ad valorem charge(s).

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Item 325 (continued)

If direct damage or protection or insurance coverage is desired, shipper, consignee or beneficial owner (responsible party) may request carrier to make arrangement to add shipper to carrier's insurance policy or interested party(s) should contact their insurance agent, insurance broker or insurance carrier to secure insurance coverage.

Item 330

REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO IMPOSSIBLE LOCATIONS

It is the responsibility of the shipper, consignee or beneficial owner of the property to make said property available to carrier where the location of property to be shipped or delivered is: (a) not accessible by a permanent stairway [ladders do not qualify as a permanent stairway]; (b) is inadequately lighted; (c) does not have a flat continuous floor; (d) has low overhead clearance preventing a person from standing upright. Carrier may refuse to remove property from or deliver property to locations where removal or delivery cannot be accomplished without removal of door frames, railings, windows, moldings and similar items and such may result in extensive damage to items.

Carrier will, upon request, as agent of shipper, consignee or beneficial owner arrange for crane rental(s), rigging or other services necessary to remove or deliver property.

Carrier is not obligated to disconnect, remove, connect, install or make arrangements for connection(s) of water, sewer, electrical or other service(s).

At the customer's option, carrier will terminate origin or destination services should the aforementioned conditions prevent carrier from removing or delivering all items of personal property initially contracted for.

In the event shipper, consignee or beneficial owner cancels service(s) at origin, a minimum charge of two (2) hours will apply. If directed by consignee or responsible party to do so at destination, carrier will transport non-deliverable items to a place of storage selected by said party. Carrier's liability shall cease upon tender of such undeliverable items at such designated location.

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Item 340 **RULES AND REGULATIONS – GENERAL**

This tariff contains all rules and regulations applicable to transportation of household goods and personal effects from and to points and places within the Commonwealth of Massachusetts.

Item 350 **SPECIAL SERVICING OF PROPERTY**

The transportation and ancillary services and charges in this tariff are limited to those services which can be performed by carrier's personnel in order to brace and stabilize movable parts of household appliances and articles of the following types: refrigerators, freezers, stoves and/or ranges/ovens, dishwashers, washing machines, clothes dryers, stereos, radios, record players, television sets, personal computers, air conditioners, microwave ovens and similar types of property (hereinafter referred to as household appliances) customarily found in dwellings, which, if not protected, braced or stabilized prior to handling or movement, including loading, unloading, or transport would likely sustain damage from usual and customary hazards encountered in the ordinary course of transportation by motor vehicle.

As previously set forth herein [see Item 330], such services do not include any special services (including labor or materials) for disconnecting or making connection(s) for such household appliances to water, gas or electrical lines/service as well as any ventilation connections or carpentry required or associated with such appliances and other household articles. Nor will carrier make arrangements with others for the providing of such services.

Item 355 **SHIPMENTS PROVISIONALLY ACCEPTED**

Shipments are accepted subject to all ordinances or laws governing or regulating the transportation of property or use of equipment, vehicles and facilities.

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Item 355 SHIPMENTS PROVISIONALLY ACCEPTED (continued)

Where any party engaging carrier – generally, but not always, a social service agency(s) – 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 discovery of same, attempt to contact the 3rd 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 (s) cannot establish contact; or (b) approval cannot be obtained, carrier will terminate the job.

In the event shipper, consignee, beneficial owner or 3rd party payer, refuses to authorize revised service rates and charges subject to actual conditions and circumstances confronting carrier, carrier will terminate the job subject to carrier's four (4) hour minimum charge [see Item 230].

Item 365 SPECIAL SERVICES

No services other than those contained herein are offered by carrier.

Item 370 STOPOFFS

Carrier will make extra stops for loading additional property or additional stops for unloading or partial delivery.

Item 375 STORAGE IN TRANSIT

- A. Storage-in-transit ("SIT") of property is the holding of a shipment (or portion thereof) in the warehouse of carrier or its agent pending future transportation, and will only be done at the specific request of the shipper, receiver or beneficial owner (hereinafter individually or collectively referred to as shipper). Carrier reserves the right to designate any other facility or warehouse to serve as its agent.
- B. A shipment of portion thereof may be placed in SIT one or more times for an aggregate period not to exceed 365 days. When not removed from SIT at midnight on the 365th day, liability as a carrier shall cease and carrier's warehouse shall be considered the destination of the property and the property shall then be subject to the rules, regulations and charges of the warehouseman.

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Carrier at its sole option may terminate the intrastate character of the shipment or portion thereof prior to the 365 day maximum SIT period if payment of the billed charges is not made within the due date stated in such billing. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien on all such charges.

- C. When SIT is at origin and carrier has not transported property to the SIT location, carrier will bill shipper for SIT as follows:
1. Inspecting and unloading property from transporting conveyance and placing into storage;
 2. Billing monthly for storage charges which are due at time of billing;
 3. Charges for additional services, advances and any other lawful charges.
- D. When SIT is at other than origin, charges will be billed at the time SIT is effected, as follows:
1. Transportation charges between origin and SIT location;
 2. When transported by third party(s), Carrier's name shall appear on shipping document as well as "in care of" showing name and address of carrier's SIT location as well as ultimate destination. Carrier is not responsible for 3rd party carrier's billing errors, including undercharges;
 3. Charges for any of carrier's additional services, advances made on shipper's behalf and other lawful charges.
- NOTE: At time of billing, pursuant to this paragraph, storage charges due carrier may be billed. Storage charges for subsequent days of storage that shipment remains in SIT may be billed as they become due.
- E. Delivery of shipment to ultimate destination for SIT, whether at origin, en-route or at destination will be made on the date requested, if possible. If prior commitments of carrier prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:
1. If shipment is not removed from storage location by the 5th working day (excluding Saturday, Sunday and Holidays) after the requested delivery date, storage charges will cease to accrue after such date.

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2. If shipment is removed from the storage facility prior to the 5th working day after the requested delivery date, storage charges will cease to accrue the day after shipment is removed.
- NOTE: All other provisions pursuant to the rules circular will continue in effect until further transportation is made available by the carrier. Until all charges are paid, property will remain in carrier's or warehouseman's possession subject to a lien for all such charges as provided for in carrier's bill of lading or as provided in Article 7 of the Uniform Commercial Code of Massachusetts.
- F. The transportation charges applicable to SIT shipments will be
- (1) The applicable transportation and ancillary charges (if any) between the initial point of pick up and SIT storage location; and
 - (2) The applicable transportation and ancillary charges (if any) from the SIT location, which, for rating purposes, will be considered a new point of origin, to ultimate destination.
- G. The applicable transportation and ancillary charges (if any) apply on the entire shipment even when only a portion of the shipment is stored in transit en-route to destination. The charges will be assessed for the total distance via all points of pick up or delivery from the point of first pick up to final point of delivery, plus any additional charges applicable to each portion of the shipment. The provisions of paragraph F of this rule apply from the point of origin to SIT location for determination of space charges on the portion of shipment stored in transit, when computing the overall total charges.
- H. The transportation and ancillary charges (if any) apply on any portion of a SIT shipment delivered from SIT location to destination.

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- I. Shipper upon proper notice to carrier before departure of the shipment from the SIT location may change destination originally shown on the bill of lading. Where the destination is changed, such change must be recorded on the bill of lading. When the intrastate character of the property is terminated at the SIT site before expiration of the time limit specified in paragraph B [365 days], the transportation and other lawful charges (if any) shall apply in identical manner as provided in paragraph C or D, whichever is applicable.
- J. When SIT property has been placed in carrier's facility(s) or agent's warehouse, both carrier and the warehouseman must have in their possession records showing the following:
 - 1. An itemized list of property with the bill of lading number noted thereon;
 - 2. Point of origin and destination;
 - 3. Condition of each item or article when received at and released from warehouse and forwarded to destination from carrier's SIT facility(s) or the warehouse(s);
 - 4. The date when all charges, advances or payments were made and received;
 - 5. The date property was delivered into and forwarded from the SIT or carrier's warehouse location.
- K. During SIT the shipper may withdraw a portion of the property, provided all accrued charges on the property are paid prior to such withdrawal. When the selected items require unloading, unpacking of container, reloading, restacking or repacking of the container or shipment, or a portion thereof, handling charges will be assessed in accordance with carrier's current schedule of rates and charges. Charges for transportation furnished, if any, for portions selected for delivery will be assessed on the same basis as would apply to that portion as an individual shipment. As respects the remaining portion of the shipment in SIT, shipper may elect, in writing, to terminate storage-in-transit and place the remaining property into permanent storage with carrier in which event, the temporary location will be considered the destination of the property.

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If the shipper elects to have the remaining portion remain in SIT, the following shall apply:

1. Storage charges shall continue to apply on the same basis [weight, cube or other means of assessing storage charges] of the remaining property;
 2. Charges for transportation services furnished, if any, for delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.
- L. During the SIT period shipper may add property to that already in SIT. Charges for such property added shall be as follows:
1. Transportation charges to apply on the addition, between initial point of pick up and SIT location, will be as provided in paragraph F of this rule;
 2. Warehouse handling charge will apply on the addition, subject to a 1,000 pound minimum;
 3. All subsequent charges including SIT will be based on the total weight of the combined property;
- M. Property placed in storage-in-transit is subject to the carrier's limitation of liability which also applies to any party in possession of all or any portion of the property.

Item 380

TIME BASED CHARGES – RULES AND REGULATIONS

All rules, rates and charges are based on hourly use, or portion thereof, of one (1) truck, one (1) driver and one (helper) – see Item 170 “Computing Time” and Item 240 “Helpers, Furnishing of”

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Item 385 **TRANSPORTATION RATES**

a. Third Party Billing

Carrier's rates at promulgated on a cash on delivery (COD) basis. Where customer requests carrier to extend credit and to bill a third party, carrier's current rates and charges will be increased 50%

b. Time Based Transportation Rates

Transportation rates covering the movement of household goods and related property as described in Item 120, whether crated, uncrated, boxed or unboxed or in containers, on an hourly basis to, from and between all points in the Commonwealth of Massachusetts.

c. Warehouse pick up or delivery

Unless otherwise provided herein, the rates and charges contained herein apply to shipments picked up at or delivered to a warehouse are limited to loading or unloading at warehouse door, platform, loading dock or other point convenient or accessible to carrier's vehicle.

Unless directed otherwise, carrier will tender property to warehouseman as prepared for transportation by carrier, or, as originally tendered to carrier; except for articles or items wrapped, padded or protected by carrier-furnished blankets, pads, etc.

Property so protected will be unpadded/unwrapped and warehouse operator shall have the responsibility for furnishing necessary protection of tendered property.

Item 390 **USE OF VEHICLE, DRIVER(S) and HELPER(S)**
Carrier will not furnish vehicle without driver.

Item 395 **Ad Valorem rates**
\$10.00 per \$1,000.00 of value declared subject to a minimum declaration of \$10,000.00 per room.

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Item 400 WAITING TIME

"Waiting Time" is when the customer, or the customer's agent or representative, keeps the carrier waiting at origin or destination for longer than fifteen (15) minutes computed from the time carrier's vehicle arrives at (i) origin; or (ii) destination.

See Item 170 for basis of time computation.

1. Carrier will bill customer at the rates shown below for waiting time occurring between 8:00 A.M. and 5:00 P.M.;
 - a. Monday through Saturday, excluding Sunday(s) and holidays.
 - b. Sundays and holidays, if pick up or delivery service is requested by the customer, rates will be increased 75%.
2. Waiting time charges apply in addition to all other applicable rates and charges.

Item 410 WAREHOUSE PICK UP OR DELIVERY

Subject to Item 380, carrier will pick up property from a warehouse. Unless consignee, beneficial owner or 3rd party payer authorizes carrier to open all packages and prepare an inventory of their contents, all packages and prepare an inventory of their contents, all packages will be accepted for transportation marked "PBO" (meaning packed by others), designating that the contents and condition of contents are unknown to carrier.

Item 410 WAREHOUSE PICK UP OR DELIVERY (continued)

As shipper, consignee or beneficial owner has the obligation to prove "good order and condition" at origin, this option effectively forecloses carrier's liability for so-called "concealed" loss or damage and is therefore not recommended.

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RATES CIRCULAR 100
TRANSPORTATION RATES
SCHEDULE 1 PER TARIFF ITEM 385

HOURLY RATES:			
Per	Regular Time	Overtime	Holiday
Man	\$90	\$135.00	\$135.00
Vehicle	\$90	\$90.00	\$90.00

ISLAND CHARGES:	
Martha's Vineyard	\$1,000
Nantucket	\$1,300
Note: Flat island charge will apply to all shipments to or from the islands of Martha's Vineyard and Nantucket in addition to hourly charges.	

PACKING CHARGES:		
Container Type	Container & Packing	Unpacking
5.2 cu ft Dishpack	\$62.00	\$18.00
1.5 cu ft Book	\$18.00	\$7.50
3.0 cu ft Medium	\$26.00	\$9.00
4.5 cu ft Large	\$32.00	\$10.50
6.0 cu ft Extra Large	\$35.00	\$12.00
Wardrobe Ctn	\$48.00	\$7.50
Crib Mattress Ctn	\$20.00	\$6.00
Single Mattress Ctn	\$25.00	\$7.50
Dbl/Full Mattress Ctn	\$30.00	\$7.50
King/Queen Mattress Ctn	\$40.00	\$9.00
Mirror Pack	\$60.00	\$15.00
Flat Screen TV Ctn	\$300.00	\$50.00
Note: When packing or unpacking services are performed on an overtime basis, add 50% to above rates.		

OTHER CHARGES:	
Warehouse Handling In:	\$7.50/cwt
Warehouse Handling Out:	\$7.50/cwt
Storage	\$7.50/cwt/month
PARKING PERMITS: \$250 per day per address	

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