

Dunham Express Corporation  
Dunham Express Corporation (a Wisconsin corporation) MC-198999

GENERAL TARIFF CONTAINING THE  
CLASSIFICATIONS, RULES AND PRACTICES  
FOR THE  
TRANSPORTATION OF PROPERTY

In Individual Shipments of Packages or Articles, via all Motor and Substituted Service Between Points and Places in the United States. Certain other classifications, rules and practices may apply as provided in the shipper's contract.

EFFECTIVE: January 2, 2002

Issued By:

Dunham Express Corporation  
3633 Lexington Ave.  
Madison, WI 53714

Table of Contents

<b><u>Subject</u></b>	<b><u>Page</u></b>
<b>Claims</b>	
Acknowledgement of Claims	5
Disposition of Claims	6
Filing of Claims	5
Investigation of Claims	6
Time Limit for Filing Claims	5
<b>Rules and Other Provisions Which Govern the Transportation of Property</b>	
Additional Handling Charges	8
C.O.D Packages	4
Charges of C.O.D. Collections	5
Correction of Wrong Address	4
Definition of Articles of Unusual Value	4
Definition of "Delivery"	3
Definition of "Package"	3
Hazardous Materials	7
Interruption of Service	6
Limitations of Liability for Damaged and Lost Property	6
Options of Payment for Transportation Services	8
Payment of Charges by Shipper	3
Proof of Delivery (P.O.D.)	4
Refusal of Packages	3
Refused Packages Returned	4
Remittance of C.O.D.s	5
Right of Inspection	3
<b>Transportation Rates and Charges</b>	
Distribution Services	9
Fuel Surcharge	9
Method of Determining Transportation Rates and Insurance Charges	8
On-Call Services	8
Overnight Services	9
Scheduled Services	9

# Dunham Express Corporation

## **Tariff**

This Tariff, containing the rates, classifications, rules and practices, incorporates herein the following described tariffs, and their supplements or loose-leaf page amendments or successive issues thereof, except to the extent the terms therein are inconsistent with the terms of this tariff, in which case the terms of this Tariff govern

The effective Dunham Express Corporation rates are defined as the rates established by Dunham Express Corporation for the type of service provided for individual shippers, which are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or non standard usage, and any other additional charges referenced within this Tariff, or those applicable additional rates set out in any customized contracts. To determine the amount of any charge for Dunham Express service, consult the effective rate sheet. The effective Dunham Express rates are available upon request at the local Dunham Express office or by contacting the corporate sales department at 800-236-7127 ext. 232.

The Dunham Express Corporation Tariff and description of Dunham Express Services at [www.dunhamexpress.com](http://www.dunhamexpress.com), which are incorporated in the Tariff together comprise the complete and exclusive agreement of the parties and may not be contradicted or modified by any oral agreement. Any failure to enforce or apply any provision of the Tariff, or any other provision of the parties' agreement, shall not constitute a waiver of that provision by Dunham Express Corporation, and shall not diminish our right to enforce such provision

### **Refusal of Packages**

Dunham Express Corporation reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or either character of its contents may, in the sole judgment of Dunham Express Corporation, soil, taint, or otherwise damage other packages or Dunham Express Corporation's equipment, or which is improperly or insecurely packed or wrapped. Packages must be so packed or wrapped as to meet Dunham Express Corporation's published standards related thereto set forth in this Tariff or elsewhere, and as to pass the tests set forth in the International Safe Transit Association, Procedure for Testing Packaged Products, published by the International Safe Transit Association. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by Dunham Express Corporation, in its sole judgment.

In addition, Dunham Express Corporation reserves the right to refuse to provide service for any medical sample that is not packaged according to the OSHA Bloodborne Pathogen Standard 29CFR 1910.1030.

Dunham Express Corporation reserves the right to refuse to provide service for any package, or to or from any location, for among other reasons, when Dunham Express Corporation, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to do so.

Dunham Express Corporation will not accept common fireworks and weapons of any kind for transportation.

### **Right of Inspection**

Dunham Express Corporation reserves the right to open and inspect any package tendered to it.

### **Definition of "Package"**

The term "package" as used herein, includes letters and means any container and its contents, and includes any article which may be handled loose if the handling thereof can be accomplished in a reasonably safe and practicable manner.

### **Definition of "Delivery"**

Delivery for all purposes shall be deemed to include, but not be limited to: delivery to the consignee or the consignee's actual or apparent agent or representative, delivery in accordance with trade custom or usage, delivery pursuant to Dunham Express Corporation's driver release procedures, to delivery otherwise permitted under the Tariff.

### **Payment of Charges by Shipper**

All Charges are the responsibility of and must be paid by the shipper

### **Definition of Articles of Unusual Value, Which are not accepted by Dunham Express Corporation for Transport**

## Dunham Express Corporation

Shippers are prohibited from shipping articles of unusual value via Dunham Express Corporation. Articles of unusual value shall be deemed to include, but are not limited to:

- (1) Coins, currency, postage stamps, negotiable Instruments, money orders, unset precious stones, industrial diamonds, human remains, and works of art.
- (2) Any article which contains more than fifty percent by weight of gold, silver, or platinum or any combination thereof in raw form, bullion, balls, bars, grains, strip, sheet, wire, chain, ingots and the scrap of these metals.
- (3) Any package having a value of more than \$5,000.

Dunham Express Corporation will not be liable for any loss of, or damaged articles of unusual value.

### **Corrections of Wrong Addresses**

If Dunham Express Corporation is unable to deliver any package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite or apartment numbers, old addresses, and missing/incorrect ZIP Codes), Dunham Express Corporation will make reasonable efforts, to be determined in its sole discretion, to secure the correct or complete address.

If the correct or complete address is secured, Dunham Express Corporation, at its sole discretion, will attempt delivery, and the shipper will be provided with the correct or complete address in order to update its internal records. An additional charge may be assessed for an address correction.

### **Refused Packages Returned**

Packages refused by consignees, or which for any other reason cannot be delivered, will be promptly returned to the shipper. Additional charges may apply.

In the event that a package is refused by the consignee or for any other reason cannot be delivered, and return of the package is refused by the shipper, or the package cannot otherwise be returned to the shipper, Dunham Express Corporation will retain the package for a reasonable period of time, to be determined in its sole discretion, but that shall not exceed thirty days, and Dunham Express Corporation reserves the right to dispose of the package thereafter.

### **Overnight Deliveries Attempted Two Times Without Extra Charge**

If Dunham Express is unable to deliver an overnight package, a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter a second attempt to deliver the package will be made without additional charge.

### **Package Tracking/Tracing and Refund Request Charge**

A shipper may, at Dunham Express Corporation's sole discretion, be assessed an additional charge by Dunham Express Corporation for each Package Tracking/Tracing Request initiated by or at the request of the shipper.

Dunham Express Corporation also reserves the right to assess the shipper a charge in the effective Dunham Express Corporation Rates for guaranteed service refund requests when the subject shipment was delivered in accordance with the applicable Dunham Express Corporation Service Guarantee in the effective Dunham Express Corporation Terms and Conditions of Service.

### **C.O.D. Packages**

C.O.D. means, for all purposes, Collect On Delivery.

**Preparation and Listing of C.O.D. Packages:** C.O.D.s are accepted for amounts up to \$500.00 per shipment. Shippers must prepare and attach to each C.O.D. package a Dunham Express Corporation C.O.D. tag showing the amount to be collected and enter such amount in the space provided for that purpose. Each C.O.D. package must carry a C.O.D. tag for the goods contained in that package. The entry of a C.O.D. amount is not a declaration of value for insurance purposes.

**Responsibility for C.O.D.s:** Upon delivery of each C.O.D. package, Dunham Express Corporation will attempt to collect the amount shown on the C.O.D. tag attached to the package and promptly return to the shipper the amount so collected, or, if collection cannot be made, will return the package to the shipper. The shipper must notify Dunham Express Corporation within 30 days from date of shipment of a C.O.D. shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived.

## Dunham Express Corporation

If collection cannot be made within two delivery attempts, or the consignee refuses delivery, Dunham Express Corporation will return the package to the shipper.

**Consignee's Checks in Payment of C.O.D.s:** Unless instructions to collect cashier's check or money order only are shown on the C.O.D. tag (in conformity with the instructions on the tag), Dunham Express Corporation will accept a check or other negotiable instrument issued by or on behalf of the consignee. When instructions to collect cashier's check or money order only are clearly indicated on the C.O.D. tag, Dunham Express Corporation reserves the right to accept cashier's check, money order, official bank check or other similar instrument issued by or on behalf of the consignee. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) tendered in payment of C.O.D.s will be accepted by Dunham Express Corporation based solely upon the shipper assuming all risk relating thereto including, but not limited to, risk of nonpayment, insufficient funds, and forgery, and Dunham Express Corporation shall not be liable upon any such instrument. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) will be returned to the shipper. Dunham Express will not be responsible for cash C.O.D payments.

### **Remittance of C.O.D.s**

Dunham Express Corporation shall remit C.O.D. collections to the shipper promptly after the date of collection. Dunham Express Corporation reserves the right to set off C.O.D. collections against any charges owed to Dunham Express Corporation by the shipper.

### **Charges for C.O.D. Collections**

An additional charge will be assessed for each C.O.D. package tendered to Dunham Express Corporation.

### **Filing of Claims**

All claims for loss or damage to property transported or accepted for transportation must be in writing and must include reference to the source document or pickup record number and date or copies of other documents sufficient to identify the shipment involved; must assert the liability of Dunham Express Corporation, and/or any applicable insurance company, for alleged loss or damage; must make claim for payment of a specified or determinable amount of money; and must be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property, or extent of the damage. No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions. .

### **Acknowledgement of Claims**

Dunham Express, or its designee, upon receipt in writing of a proper claim in the manner and form described above accompanied by the documents described, will acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless payment of such claim has been made or denied in writing within 30 days after the date of receipt of the claim. Dunham Express Corporation will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, Dunham Express Corporation will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the written acknowledgment of receipt sent to the claimant.

### **Time Limit for Filing Claims**

As a condition precedent to recovery all claims, with the exception of overcharge claims, must be filed in writing with Dunham Express Corporation within 30 days after delivery of the property or, in case of failure to make delivery within 30 days after a reasonable amount of time for delivery has elapsed; and suits shall be instituted within one year after denial of any portion of the claim. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

A request for proof of delivery does not constitute the filing of a claim. Claimants may not deduct the amounts of pending claims from any charges owed to Dunham Express Corporation.

### **Investigation of Claims**

- (1) Prompt Investigation. Each claim filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.
- (2) Supporting Documents. A necessary part of an investigation requires that each claim be supported by the original bill of lading, receipt, or source document, evidence of payment of the shipping and any excess value insurance charges, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract

## Dunham Express Corporation

made there from, certified by the claimant to be true and correct with respect to the property and cost thereof involved in the claim; or certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or receipt or where an invoice does not show price or cost, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Dunham Express Corporation will, before paying a claim thereon, require the claimant to establish the value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

- (3) Original Packaging Materials. In the event that a claim is made for damage to a package, the original packaging materials must be made available to Dunham Express Corporation or its designee for inspection.
- (4) Verification of Loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, Dunham Express Corporation will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from Dunham Express Corporation or from any other source.

### Disposition of Claims

Dunham Express Corporation or its designee, after receiving a written claim for property transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after Dunham Express Corporation receives the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt, Dunham Express Corporation or its designee will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and shall retain a copy of such advice to the claimant in its claim file thereon.

### Interruption of Service

Dunham Express Corporation shall not be liable for any interruption of service due to causes beyond Dunham Express's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; riots; strikes or other labor disputes; civil commotions; disruptions in air or ground transportation networks, such as weather phenomena; and natural disasters.

### Limitations of Liability for Damaged and Lost Property

Whenever property is damaged or lost by Dunham Express Corporation in the course of transportation, Dunham Express Corporation will pay, at its option, either for the damaged or lost goods not to exceed \$250 or \$1.50 per pound of shipment whichever is lowest, or for the cost of repair of damaged property provided such cost of repair does not exceed the lowest of the preceding costs or the actual cost or replacement cost of the property. Payments will be made either in credit to a customers account or by check and will be determined at the sole discretion of the carrier.

Dunham Express Corporation will not be liable or responsible for the loss of or damage to any package, the contents of which shippers are prohibited from shipping, which Dunham Express Corporation is not authorized to accept, which Dunham Express Corporation states that it will not accept, or which Dunham Express has a right to refuse. Dunham Express Corporation will not voluntarily pay a claim for loss or damage to property unless all applicable transportation charges have been paid. Dunham Express Corporation shall not be liable for, and reserves the right in its sole discretion to deny claims pertaining to, a package for which there is no Dunham Express Corporation records reflecting that the package was tendered to Dunham Express Corporation by the shipper.

(A) Dunham Express Corporation **will not** be liable or responsible:

- (1) Goods improperly wrapped and or packed. All packages and totes need to be completely labeled with full address and return address. All packages and totes should be secured using USPS packaging standards and procedures. Dunham Express Corporation cannot be held responsible for hidden damage in the package or tote.
- (2) Perishable commodities or commodities requiring protection from heat or cold, to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the items. Perishable goods with dated "shelf life" expectancy.

## Dunham Express Corporation

- (3) Outstanding Cod's not reported within 30days or any outstanding cash C.O.D.
  - (4) Breakage of goods that are glass or extremely fragile.
  - (5) Breakage of goods, caused by an act of god, strikes, defects or inherent vice in the goods, or act of default of the shipper, owner of authority of law.
  - (6) Incidental damages including, but not limited to loss of income, sale, down time, or any other losses incurred due to Dunham Express Corporation's liability in these areas shall be limited to the total chargeable amount of the service requested for and specific order.
  - (7) Any package resulting from insects, moths, vermin, inherent vice (including, but not limited to, improper, inadequate, or unsafe packaging or wrapping that fails to meet Dunham Express Corporation's published standards related thereto set forth in this Tariff or elsewhere), deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by Dunham Express Corporation
  - (8) Cash, money notes, currency of any kind, bullion stamps, negotiable securities, jewelry precious stones, furs, garments or other similar valuables and erasure of electronic media.
- (B) Any discrepancy must be reported within 30 days of invoice date, or not adjustment can be considered.

When Dunham Express Corporation pays the actual value of the property, title to the property shall thereupon pass to Dunham Express Corporation; otherwise, the damaged property shall be returned to the shipper. Dunham Express Corporation shall not be liable for any special, incidental, or consequential damages.

### **Hazardous Materials**

Hazardous Materials, defined as those materials regulated under Title 49 f the Code of Federal Regulations (49 C.F.R.), excluding ORM-D ground shipments, are not accepted for transportation unless otherwise contracted. Specifically, Dunham Express Corporation will not accept for shipment any Hazardous Materials in quantities that require DOT Hazardous Materials Placarding unless otherwise contracted. To receive a Hazardous Materials Service, a shipper must either sign an agreement or incorporate the provisions of the agreement into the shopper's existing customized contract for shipping service with Dunham Express Corporation.

An additional charge may be assessed for each Hazardous materials package shipped under the agreement. The applicable Dunham Express Corporation Rates will apply.

In addition to meeting all of the requirements for proper packaging, marking and labeling as set forth in 49 C.F.R., the shipper is require to follow the terms set forth in the agreement.

Dunham Express Corporation reserves the right to charge, and the shipper agrees to pay, for all costs resulting from improperly declared or packed hazardous materials, or the cost of disposal if the shipper refuses to accept the returned item.

Dunham Express Corporation reserves the right to discontinue service to any shipper for, among other reasons, tendering an undeclared Hazardous Materials shipment (including ORM-D shipments that are tendered without the proper shipping documentation) to Dunham Express Corporation.

### **Options for payment of Transportation charges**

Dunham Express Corporation may extend credit to those shippers who, in the sole judgment of Dunham Express Corporation are good credit risks. Where credit is extended, the following provisions of repayment of transportation and other charges will apply.

#### **On-Demand Services Payment**

Dunham Express Corporation may render a bill to the shipper for distribution or on demand deliveries on a weekly, bi monthly, or monthly basis. A weekly bill will include the transportation and other charges incurred the previous week for those shippers who have requested service.

#### **Scheduled Services Payment**

# Dunham Express Corporation

Dunham Express Corporation may render a bill to the shipper for Scheduled services on a weekly or monthly basis. Bills are sent to Scheduled Service customers at the beginning of the month for those months' services to be rendered. (prebilled)

Payment terms can be negotiable and can be made other than those above, with written agreement between the shipper and the carrier only.

Dunham Express's credit terms require payment of all charges within ten (10) days after receipt of the bill.

If a negotiable instrument submitted to Dunham Express Corporation as Payment for service is returned to Dunham Express Corporation unpaid, Dunham Express Corporation may charge the shipper a returned check fee in an amount of up to Twenty Dollars (\$20.00) or the maximum permitted by law, whichever is less, per instrument, in addition to any collection cost which may be incurred by Dunham Express Corporation in the final collection of funds owed to us.

Dunham Express Corporation may offer solely at Dunham Express's discretion, the following payment options for payment of transportation and other charges:

- 1.) Electronic Funds Transfer Plan
- 2.) Credit Extension Plan

Service types and levels may not be available to all areas throughout our service area. Rates are charged, based upon the service level provided in accordance with the effective Dunham Express Corporation rates for those services.

## On-Call Services:

Local Rush Package	Address to address distance rated
Local Rush Freight	Address to address distance rated
Two (2) hour Package	Address to address distance rated
Four (4) hour Package	Address to address distance rated
Four (4) hour Freight	Address to address distance rated
Same Day Package	Address to address distance rated
Overnight Freight	Address to address distance rated
Deferred Package	Address to address distance rated
Out of Town Rush Package	Address to address distance rated
Out of Town Rush Freight	Address to address distance rated
Hourly Rate Service	Hourly rated

Additional charges (may apply):

No load Charge, Bad Address Charge, additional package charge, Weight Charge, Waiting time charge, COD Charge, Appointment Charge, Helper Charge

## Overnight Services:

Wisconsin Envelope	Flat rate plus additional piece rated
U.P. Envelope	Flat rate plus additional piece rated
Wisconsin Package	Flat rate plus additional piece rated
U.P. Package	Flat rate plus additional piece rated
Wisconsin Large Package	Flat rate plus additional piece rated
U.P. Large Package	Flat rate plus additional piece rated
Wisconsin Oversize Package	Flat rate plus additional piece rated
U.P. Oversize Package	Flat rate plus additional piece rated
Overnight Rush Service	Flat rate plus additional piece and distance rated
Overnight Pak	Flat rate charge

Additional charges (may apply)

No load Charge, Bad Address Charge, Waiting time charge, COD Charge, Helper Charge

# Dunham Express Corporation

## **Scheduled Services:**

All Services are priced upon conjunctive route availability. Service prices will change as route structure changes.

## **Distribution Services**

Service pricing is customized to customer request. Rating is based on distance and volume.

## **Fuel Surcharge:**

Dunham Express Corporation will, using the chart below and in conjunction with review of the U.S. Department of Energy web page showing retail gasoline and diesel fuel prices, add an additional surcharged amount to all customer billings. These changes can be made not more than weekly and with no notice required.

<u>Fuel Costs</u>		<u>Percentage Surcharge</u>
\$ 1.06	\$ 1.15	0.0%
\$ 1.16	\$ 1.20	1.0%
\$ 1.21	\$ 1.25	1.5%
\$ 1.26	\$ 1.35	2.0%
\$ 1.36	\$ 1.45	2.5%
\$ 1.46	\$ 1.55	3.0%
\$ 1.56	\$ 1.65	3.5%
\$ 1.66	\$ 1.75	4.0%
\$ 1.76	\$ 1.85	4.5%
\$ 1.86	\$ 1.95	5.0%
\$ 1.96	\$ 2.05	5.5%
\$ 2.06	\$ 2.15	6.0%