

SORENSEN TRANSPORT INC



GENERAL RULES, TERMS, AND CONDITIONS

"OUR MOST IMPORTANT SHIPMENT IS YOURS"

Issued: March 7, 2022

Effective: March 7, 2022

Issued By: CINDY SORENSON, PRESIDENT

PO BOX 311 Chehalis, WA 985312

623 NW California St, Chehalis, WA 98532

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Title page, Pages 1 through 24, and the last page, inclusive, of this Guide are effective as of the effective date of this page. Revised pages, named below, contain all changes.				
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Governing Publications		ITEM NO.	
Except as otherwise provided herein, this tariff is govern by the following publications in the CFR-49.		100	
Definitions			
Accessorial Charge -charges for additional services that are incidental to the handling of shipment performed by the carrier in addition to any line haul rate and applicable surcharges.		110	
Beneficial Owner - owner of the goods.			
Bill-To Party - the entity identified by the shipper and agreed by the carrier as the entity responsible to pay the freight charges for the shipment.			
Carrier - the entity engaged by the shipper to provide transportation service with respect to the goods ; i.e., Sorenson Transport Inc.			
Chill-(in LTL service) -the shipment will be transported and maintained at an air temperature near but not below 32 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower then the actual temperature of the commodity itself at the time of acceptance by the carrier. Carrier will only recognize recording devices that record actual product temperature.			
Consignee - the entity identifies by the shipper and agreed by the Carrier as the entity to receive the goods			
Collect on Delivery (C.O.D) shipment - of goods for which the consignees must pay the delivering Carrier the cost of the goods at the time of delivery, irrespective of the payment term applicable to the freight charges on the shipment. Carrier is then required to forward the received payment onward to the seller of the goods.			
Delivery - the service performed by the carrier in transporting freight to platform, doorway, or receiving room directly accessible to Carrier's highway vehicle at a warehouse, factory, store, or place of business. This does not include delivery to basement or floors not directly accessible to the highway vehicle or the carrier, or to private residences, nor does it include re-palletizing , sorting, segregating, unpacking or inspection of property and other similar services.			
Detention - when the Carrier's equipment is detained or delayed by a shipper or consignees, though no fault of the Carrier, beyond the allowed free time. Diversion changing destination, but not the consignees, at the request of the owner of the goods, while shipment is enroute.			
Frozen (in LTL / FTL service) the shipment will be transported and maintained at an air temperature below 32 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower then the actual temperature of the commodity itself at the time of acceptance by the carrier, or below minus 20 degrees Fahrenheit. Carrier will only recognize recording devices that record actual product temperature.			
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Governing Publications		ITEM NO.	
Except as otherwise provided herein, this tariff is govern by the following publications, CFR-49.			
Definitions		110	
Fuel Surcharge- an additional charge to compensate for the increase cost of fuel.			
Holidays- Carrier does not operate on the following US National Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.			
Lumper Service -the service for a fee, of loading or unloading cargo to/from Carriers vehicle (possibly including sorting and segregation) at a shipper or consignee facility, performed by a third party not directly affiliated with the shipper, consignee, or Carrier; the third party providing such service.			
Minimum Charge per shipment- the minimum amount that a carrier will charge to transport a shipment of a particular commodity in a particular lane.		cont'd	
Minimum billing weight per pallet position- the minimum billing weight applicable per pallet position (as loaded for line haul transportation) in Carrier's trailer.			
Overflow pallet- a partially -loaded pallet required to complete a multiple-pallet shipment.			
Pick-up -the service performed by the Carrier in calling for the collecting freight from a platform, doorway, or receiving room directly accessible to Carrier's highway vehicle at a warehouse, factory, store, or place of business. This does not include delivery to basement or floors not directly accessible to the highway vehicle or the carrier, or to private residences, nor does it include re-palletizing , sorting, segregating, unpacking or inspection of property and other similar services.			
Reconsignment- changing the consignee at the request of the owner of the goods, while the shipment is in route.			
Shipment- all goods identified on a singularly number bill of lading (but which bill of lading contain multiple parts).			
Shipper- the entity engaging Carrier with respect to the goods as well as the owner(s), consignee and all other who may have right of clam by, through or with respect to the goods.			
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Application of Tariff- Miscellaneous		ITEM NO.
A. This tariff shall be applicable to all goods transported and all transportation services provided by Carrier, except and to the extent it is expressly in conflict with and superseded by a written agreement signed by Carrier.		160
B. Changes to tariff—changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated “Revised Page” and will bear the same page number as the original.		
C. Estimated freight charges—upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charge(s) applicable to any given shipment moved or to be moved. Any such estimate, based on information supplied by the requestor and not verified by Carrier, is provided as a convenience only and shall not be deemed binding. Regardless of the estimate quoted by Carrier, all transportation charges on a shipment will be assessed based on the Carrier's published tariff provisions in effect at the time of the shipment for all transportation and related services actually- performed in connection therewith, based on the actual commodity, dimensions, and weight of the shipment		160 (C)
D. Booking of Shipments—shipments must be booked in advance, either online through Carrier’s website, via email transmitted to teamdispatch@sorensontransport.com, or via fax or telephone to Carrier’s office. Carrier shall not be required to execute a pickup on day of booking if booking is received by Carrier too late in the day.		160 (D)
E. Packaging—it is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packaged, wrapped, packed and cushioned for transportation. Carrier will not be liable for any loss or damage caused by insufficient packaging, packing, securing, marking or labeling of the shipment.		160 (E)
F. Cross Dock Charge-anytime that the carrier has to cross dock items there will be a charge. Outside Carriers.		160 (F)
G. California Carb Compliance Charge- this charge is due California actively enforcing heavy duty vehicle regulations in support of California's clean air goals.		160 (G)
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Application of Rates- Miscellaneous		ITEM NO.
A. Holiday pickup and delivery —pickup and/or delivery service on named holidays will be subject to additional charges.		190(A)
B. Blankets(Insulating) —if a shipment requires an insulating blanket for transportation, and bill of lading is so noted, Carrier will supply an insulating blanket from Carrier’s terminal to destination at the charge shown in ITEM 1000. The insulating blanket remains the property of Carrier. A shipment which is blanketed, or each pallet of a multi-pallet shipment which is blanketed, will be charged as a full pallet position (see ITEM 611),regardless of its height.		190 (B)
C. Blind Shipments — when a customer requests that a particular shipment be handled as a “blind shipment”, such that Carrier’s invoicing, substantiating documentation, and delivery receipts be altered to conceal the identity of one or more parties to the transaction, an additional charge as shown in ITEM 1000 will be assessed. Carrier will not be liable for damages caused by failure to fulfill a request to conceal a party's identity. Shipment information will not be altered if it violates US or Canadian laws.		190 (C)
D. Re-delivery —if consignee, for whatever reason, does not receive a shipment when tendered for delivery by Carrier, Carrier will attempt re-delivery either directly or through an agent. Additional charges for re-delivery, which may vary according to specific circumstances, will be billed to the party responsible for the freight charges.		190 (D)
E. Return Shipments —if shipper or consignee requests that a shipment be returned to origin, Carrier will transport shipment to origin and bill shipper the applicable return transportation charges.		190 (E)
Saturday and Sunday deliveries subject to additional charges as shown in ITEM 1000.		190 (F)
G. Layover Charges – Shipments sent over holiday weekends that require delivery on the holiday causing the truck to layover to make other deliveries will be subject to a layover charge as noted in ITEM 1000. In any instance of a shipper or consignee requests that the truck load the day after an agreed upon load date will also incur layover charges.		190 (G)
H. Night Deliveries- Shipments after normal business hours. Those hours are 5pm-2am as shown in ITEM 1000.		190 (H)
I. Lift Gate Service (Box Truck) WA / OR Only		190 (I)
J. In Store Delivery- delivery required within a store.		190 (J)
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No charges will be advanced by Carrier except Lumper Service charges required by shipper at origin or by consignee at delivery (see ITEM 561).		300
Fuel Surcharge		
All shipments are subject to Carrier's fuel surcharge, which is a scale based on the weekly PADD-5 diesel fuel price published by the US Energy Information Administration. Carrier's fuel surcharge table is shown in ITEM 2000. In addition, fuel surcharge will apply to any out of route and circuitous miles incurred by Carrier due to the action of Shipper, Customer or Receiver.		345
Documents-Originals and Duplicate Copies		
Carrier's standard invoicing includes electronic copies of shipping documents; original shipping documents will not be supplied. Shippers are required to supply packing lists, properly attached to the freight, for any consignee that requires such documentation. On request, Carrier will supply duplicate copies of shipping documents via first-class mail or electronically at the charges shown in ITEM 1000.		359
Bill of Lading		
<p>All shipments are handled by the Carrier pursuant to the terms and conditions shown on the Carrier's Bill of Lading, published on the Carrier's website www.sorensontransport.com Effect the day of shipment, irrespective of the term and conditions as described on the bill of lading form executed by the shippers.</p> <p>Drivers of Carrier or its agents are not authorized to bind Carrier to non-conforming bills of lading and to execute bills of lading with alternative terms and conditions as receipts for shipment only, except when specifically provided in a Transportation Agreement in force between Carrier and the bill-to customer. Shipper is responsible for providing a fully executed standard bill of lading for transport of material. Any bill of lading received that is confusing or lacking pertinent information will be subject to an "Unclear BOL" fee as shown in ITEM 1000.</p>		360
Bill of Lading: Change in Collection Status		
<p>Corrected bills of lading, corrected freight bills or other written instructions from the consignor or connecting carrier to change the freight charge collection status from "Prepaid" to "Collect" or from "Collect" to "Prepaid" may be accepted only if received by Carrier within a period of thirty (30) days from the date of the initial bill of lading.</p> <p>Unless credit has been established with the carrier, corrected bills of lading, corrected freight bills or other written instructions to change the freight collection status from "Prepaid" to "Collect" will not be accepted under any circumstances once the shipment has been delivered.</p> <p>When a change in collection status is allowed, the charge shown in Item 1000 for the change will be assessed against the ultimate payer of the freight charge. The charge will not apply if the change in collection status is necessary because of Carrier's error.</p>		364
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Carriers Equipment	ITEM NO.	
<p>A. Damage to Carrier’s equipment--shipper and consignee are responsible for damage to Carrier’s equipment during loading and unloading.</p> <p>B. Wash-out Charge—if shipper’s cargo renders Carrier’s trailer unsuitable for loading / unloading at next stop, a trailer wash-out charge as shown in ITEM 1000 will be billed to the party responsible for the freight charges on the shipment.</p>	390	
Claims-Loss or Damage		
<p>As a condition precedent to any recovery against Carrier:</p> <ol style="list-style-type: none"> 1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier. 2. In the event of loss or damage to perishable goods, Carrier must be notified of loss or damage within 4 hours of receipt of the goods, after which time with no notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier. 3. In the event of loss or damage to non-perishable goods not ascertainable at delivery, written notice must be given to Carrier within fifteen (15) days of such delivery, after which time with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier. 4. In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within fifteen (15) days, from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier. 5. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof. <p>Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.</p>	400	
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Claims-Loss or Damage (cont'd)	ITEM NO.	
<p>As a condition precedent to any recovery against Carrier:</p> <p>7. Suit against Carrier must be filed within two (2) years from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.</p> <p>8. There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier. Claimant shall not offset claimed amounts from charges lawfully due Carrier.</p> <p>In the event of cargo loss or damage for which Carrier is liable, Carrier shall have the right to salvage. If Carrier is denied its right to salvage, any claim for cargo loss or damage will be reduced by the fair salvage value of the goods upon which the right of salvage is denied.</p> <p>Carrier will not be liable for any loss or damage indicated solely by reliance on any instrument attached to or shipped with the commodities that measure and record vibration, temperature, impact or other physical characteristic.</p> <p>Carrier will only recognize temperature recording devices that record actual product temperatures.</p> <p>Claims for cargo loss or damage for a value of less than \$50.00 will not be acknowledged nor processed.</p> <p>5. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.</p> <p>Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.</p>	400 (cont'd)	
<p>Limitation of Carrier's Liability</p> <p>Carrier's liability with respect to the goods, whether for loss, damage, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or a maximum of \$2.50 three dollars per pound, maximum liability not exceed \$150,000.00</p> <p>Shipments with a declared value exceeding Carrier's standard limits outlined above will be subject to a surcharge of .50% of the declared value, subject to a minimum charge of \$50. Excess valuation charges will not be subject to fuel surcharge.</p> <p>If Carrier accepts a shipment with excess value declared on the bill of lading and Carrier was not notified of the declared value prior to accepting the shipment, the excess valuation surcharge will be automatically applied.</p>	420	
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Claims-Loss or Damage (cont'd)	ITEM NO.	
<p>Claims - Overcharge</p> <p>Claims for overcharge or duplicate payment must be filed in writing by claimant within six (6) months from date of delivery and shall be accompanied by sufficient information to allow Carrier to investigate and pay or decline the claim. Overcharge claims shall be filed and processed per provisions in CFR 49, Section 1008. An overcharge claim for less than \$50.00 will not be acknowledged nor processed.</p>	425	
<p>Collect on Delivery (C.O.D.) of LTL shipments</p>	430	
<p>Shipments moving "Collect on Delivery" (C.O.D. for the merchandise) will not be accepted.</p>		
<p>Consolidation of LTL Shipments</p> <p>Carrier does not offer consolidation of LTL shipments except when special arrangements have been made in advance. When consolidation is offered, additional pickup and/or delivery charges apply.</p>	460	
<p>Delay or Detention of Vehicle</p>	500	
<p>I. Delays loading and unloading</p>		
<p>a. When Carrier's vehicle(s) are delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, detention charges shall begin upon expiration of the applicable free time allowed, and will end when the vehicle(s) are loaded or unloaded and available for movement.</p> <p>b. Subject to provisions of Paragraph (a) above, and except as otherwise provided, applicable transportation rates include the following free time for loading, unloading or waiting to load or unload:</p>		
<p>II. Delays, Placement</p>		
<p>Unless otherwise provided, if driver is required to stand by, TL rated shipments include one (1) hour waiting time at origin to effect placement and for shipper to complete loading and one (1) hour waiting time at destination to effect placement and for consignee to complete offloading.</p>		
<p>III. Charges for Delays in Loading, Unloading or Placement:</p>		
<p>Computation of free time shall begin upon notification by the driver to the responsible representative of the Cosigner/Consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt.</p>		
<p>IV. Charge per hour, after one hour of free time.</p>		
<p>One hour free after that the charge will be \$120.00 per hour.</p>		
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Delivery Location Surcharge	ITEM NO.	
<p>Shipments to certain difficult-to-deliver to locations will be assessed appointment surcharge fee, found on ITEM 1000/ for delivery. Line haul and standard detention rates will still apply.</p>	520	
<p>Locations</p>		
<p>Safeway/Albertsons Distribution Centers located in, CA, AZ, WA, UT, OR, ID Tony's Fine Foods – West Sacramento, CA WinCo Food All locations Sysco All locations Smith's Tolleson, AZ UNFI – All Locations Centralia, WA C & S Portland</p>		
<p>Extra Labor</p>	560	
<p>If Carrier is requested or required to supply additional labor (other than Lumper Service) to load, unload, sort, segregate, re-stack, re-palletize, mark, tag, label, and/or to assist in such handling of a shipment, the charge per man-hour shown in ITEM 1000 will be billed to the party responsible for the freight charges. 49 USC 14103: Loading and Unloading motor vehicle</p>		
<p>Lumper Service and Charges</p>		
<p>In compliance with Federal law, charges for Lumper Services required by shipper or consignee will be billed to the party responsible for the freight charges for the shipment. An administrative fee as shown in ITEM 1000 will also be charged for processing the Lumper Service charges.</p>		
<p>(a) Shipper Responsible for Assisting .— Whenever a shipper or receiver of property requires that any person who owns or operates a motor vehicle transporting property in interstate commerce (whether or not such transportation is subject to jurisdiction under subchapter I of chapter 135) be assisted in the loading or unloading of such vehicle, the shipper or receiver shall be responsible for providing such assistance or shall compensate the owner or operator for all costs associated with securing and compensating the person or persons providing such assistance.</p> <p>(b) Coercion Prohibited .— It shall be unlawful to coerce or attempt to coerce any person providing transportation of property by motor vehicle for compensation in interstate commerce (whether or not such transportation is subject to jurisdiction under subchapter I of chapter 135) to load or unload any part of such property onto or from such vehicle or to employ or pay one or more persons to load or unload any part of such property onto or from such vehicle; except that this subsection shall not be construed as making unlawful any activity which is not unlawful under the National Labor Relations Act or the Act of March 23, 1932 (47 Stat. 70; U.S.C 101 et seq.).</p>	561	
<p>Impractical Operations</p>		
<p>Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of Carrier; quarantine; act or omission of Shipper or its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; and/or any other cause or event arising without the actual fault and privity of Carrier.</p>	570	
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Loading and Unloading of Freight	ITEM NO.	
All shipments must be tendered on pallets provided by shipper. Carrier's LTL rates include loading and unloading by Carrier's driver(s); however, palletized cargo must be loaded by shipper and unloaded by consignee. Carrier's TL rates are shipper load, consignee unload	578	
Minimum charge per shipment	610	
The Minimum Charge per Shipment is shown on Carrier's rate table for each particular lane		
Minimum Billing Weight per pallet position	611	
A cardboard tote shall always be considered one full pallet position unless tendered by shipper already double-stacked. A "coffin tote" shall always be considered two full pallet positions unless tendered by shipper already double-stacked.		
Appointments		
When Carrier is requested or required to make an appointment to pick up or to deliver a shipment, an appointment charge as shown in ITEM 1000 will apply.	647	
Carrier is not bound to transport a shipment in any particular vehicle, in time for any particular market(s), or in time for any particular requested delivery appointment. Carrier is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law.		
Carrier will endeavor to meet all requested delivery timing requests, but does not guarantee a specific delivery day or time. If Carrier is unable to meet the requested delivery timing for whatever reason, Carrier will make every practical effort to alert customer by telephone, email, or fax as soon as possible after the delay becomes known. Carrier will not be liable for penalties, fines, fees, charges, or consequential damages related to changed or missed delivery appointments. All such charges will be billed to the party responsible for paying the freight charges.		
Pallet-Exchanges, Returns, or Supply		
Carrier does not supply pallets nor participate in pallet exchange. If Carrier is requested to supply pallets to transport a particular shipment, Carrier will endeavor to accommodate this request at the charge per pallet shown in ITEM 1000, billed to the party responsible for the freight charges.	710	
Carrier shall not be obligated to return pallets to shipper following delivery of shipment to consignee. Any notation on the bill of lading instructing Carrier to return pallets to shipper shall not be binding on Carrier.		
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Pallets, shrink-wrapped	ITEM NO.	
When an LTL shipment is tendered to Carrier on shrink-wrapped pallets, Carrier will sign for, handle, and deliver such shipments as "x shrink-wrapped pallets said to contain y pieces," and shall not be responsible for the count of individual pieces on the pallet(s).	715	
Pallet Wrap	715 (A)	
If the carrier is required to "Stretch wrap" palletized material to ensure a damage -free delivery; a charge of \$25.00 per pallet will apply.		
Payment of Charges	720	
Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier, including accessorial charges, shall be paid in U.S. dollars without deduction or offset. Debtor shall not have the right to withhold or offset the payment of charges due Carrier for any reason, including but not limited to outstanding loss, damage, or overcharge claims. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term in ITEM 110 above, shall be jointly and severally liable for payment of all amounts due Carrier respecting the goods.		
Split Pickup or Delivery-LTL Shipments	751	
Unless otherwise specifically stated, Carrier's LTL rates include one pickup at one origin location and one delivery at one delivery location. Pickup from and/or delivery to additional locations is subject to additional charges as shown in ITEM 1000, plus applicable fuel surcharge.		
Stop-off charges-TL Shipments	752	
Unless otherwise specifically stated, Carrier's TL rates include one pickup at one origin location and one delivery at one delivery location. Additional stops for partial loading and/or unloading will be charged shown in ITEM 1000, plus applicable fuel surcharge.		
Prohibited or Restricted Commodities	780	
The following commodities will not be accepted for transportation by Carrier: Household goods or personal effects. Any commodity incompatible with transportation of food-grade commodities Sea Cucumbers (in cross-border traffic) Hazardous waste (including medical waste)		
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Diversion or Reconsignment (Cont'd)		820	
<p>Except as otherwise provided, a request to Carrier for the diversion or reconsignment of a shipment to effect a change in the name or address of the consignor or consignee or to change the destination or place of delivery will be accepted subject to the following conditions:</p> <p>A. Request for diversion or reconsignment must be made or confirmed in writing and Carrier must be satisfied the party making the request has the authority to do so. Conditional or verbal only requests for diversion or reconsignment will not be accepted.</p>			
<p>B. A shipment which has been tendered for delivery as originally consigned may not be diverted or reconsigned and would only be accepted as a new shipment. A shipment may not be diverted or reconsigned in violation of an embargo.</p>			
<p>C. Only entire shipments (not portions of shipments) may be reconsigned or diverted. Exception: portions of a shipment may be diverted or reconsigned if the portion diverted or reconsigned consists of one or more full truckloads having no other freight loaded to the same equipment.</p>			
<p>D. Carrier will make reasonable efforts to execute valid diversion or reconsignment orders but will not be responsible if despite such efforts, diversion or reconsignment is not accomplished.</p>			
<p>E. The shipper or consignee requesting the reconsignment or diversion shall be fully liable for all charges accruing from Carrier's compliance with the request.</p>			
<p>In addition to adjusting the line haul charges to reflect the new destination, a Diversion or Reconsignment charge as shown in ITEM 1000 will be added to the freight charges for the shipment.</p>			
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Temperature Control			
<p>Carrier offers temperature-controlled transportation in either frozen or chill service, as defined in ITEM 110. Shipper must clearly specify on booking and on bill of lading which service is required and is responsible to tender the goods with a uniform core temperature at or below that at which the goods are to be transported. Carrier is responsible only to maintain a frozen or chill air temperature in Carrier's trailer; <u>Carrier is not responsible to "bring down" the core temperature of the goods.</u> Carrier will have no liability for loss or damage due to improper product temperature if the temperature record produced by the equipment verifies that the air temperature maintained during transit was within the specifications shown in this item. It is the shipper's responsibility to load freight in such a manner that proper air flow is maintained during shipment. Carrier will not be liable for any loss or damage to cargo due to restricted air flow caused by improper loading. Carrier is not liable for product loss or deterioration due to the inherent nature or vice of the cargo, defects in the product, or transit times in excess of the product's normal shelf life. Any temp tale downloads that indicate product temps being too high at time of loading will not be considered for approval.</p> <ol style="list-style-type: none"> 1. Carrier is not responsible for air temperature fluctuations that do not exceed 4 hours duration. 2. Carrier will only recognize temperature recording devices that record actual product temperatures. 3. Carrier does not offer frozen service below minus -20 degrees Fahrenheit. 4. Any shipment, regardless of size, which requires transportation at a particular, specific air temperature will be handled as a truckload and charged accordingly. 5. One shipment, moving on one bill of lading, may move at only one service temperature (i.e., either frozen or chill). 		830	
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Refused or Underdelivered Freight - Perishable		
<p>The consignee is obligated by Federal law to accept the product upon tender for delivery unless it is practically worthless. The shipper and consignee are also obligated by law to cooperate with Carrier to mitigate the loss to the fullest extent possible. Carrier reserves the right at any time to immediately purchase the product outright and make disposition to Carrier's best advantage.</p> <p>A. If consignee refuses a shipment under the following circumstances which could potentially be transportation-related:</p> <ol style="list-style-type: none"> 1. Packaging issue (visible physical damage to packaging) which may have occurred in transportation; <p>Under these circumstances, Carrier shall retain possession of the refused goods, keeping them at the air temperature specified, and immediately notify the shipper-customer of the refusal and the circumstances. If the shipper supplies disposition instructions, Carrier may proceed accordingly. However, if the shipper does not supply disposition instructions, or if shipper's instructions are clearly detrimental to Carrier's interests, Carrier at its sole discretion may take the shipment to a trusted party, if necessary to a certified analytical food testing laboratory, for immediate inspection. Carrier will then transmit the inspection results to shipper, requesting disposition instructions. Again, if shipper does not supply disposition instructions or if shipper's instructions are clearly detrimental to Carrier's interests, Carrier at its sole discretion may proceed immediately to attempt to sell the product locally to mitigate the loss.</p> <p>B. If consignee refuses a shipment under the following circumstances which clearly are not transportation-related:</p> <ol style="list-style-type: none"> 1. Product dating / shelf life issue (product shipped does not meet purchase- order dating or shelf-life requirements) not related to transportation; 2. Label issue (product mislabeled or label in error) not related to transportation; 3. Packaging issue (wrong packaging) not related to transportation; 4. Product quantity issue (product quantity does not match purchase- order quantity); 		860
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Refused or Underdelivered Freight - Perishable (Cont'd)			
5. Product quality issue (product shipped is of poor or substandard quality) not related to transportation;		860	
Under these circumstances, which are clearly not related to the transportation of the goods, Carrier will immediately notify the shipper of the refusal and the circumstances and request disposition instructions. Carrier will follow shipper's disposition instructions; all charges incurred in carrying out shippers instructions (including disposal cost, if applicable) will be billed to the shipper.		(Cont'd)	
Refused or Underdelivered Freight - Non-Perishable			
When a non-perishable shipment is refused or rejected by the consignee through no fault of Carrier, Carrier shall attempt to promptly notify the consignor. If Carrier does not receive a response within 48 hours of the first notice, Carrier will attempt to issue a second and final confirmed notification. If Carrier does not receive disposition within 10 days, Carrier may offer the shipment for public sale. The amount of the sale proceeds will be applied to Carrier's invoice for transportation, storage and any other applicable lawful charges.		861	
Storage of Freight			
A. Freight brought by Carrier to Carrier's terminal for pick up by customer or an outside carrier within a 24 hour time period will be held by Carrier at no charge.		910	
B. Freight held at Carrier's terminal with delivery date past 5 days from pick-up will be charged per ITEM 1000.			
Truckload Shipments: Shipper's Load and Count			
Truckload shipments must be loaded by shipper; Carrier's driver will not assist or count the freight. Bill of lading must be clearly noted "Shipper's load and count" and seal applied. Consignee must remove seal and unload; Carrier's driver will not assist or count the freight. Absent improper seal record, Carrier shall have no liability for cargo loss or damage to shipments moving under "Shipper's load and count."		980	
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Truckload Shipments: Maximum Cargo Weight		981
The maximum gross cargo weight which may be loaded to Carrier's trailer is 45,000 lbs., subject to proper weight distribution along the length of the trailer to comply with axle-weight limitations.		(Cont'd)
Truck Ordered not Used		985
If a shipper requests an LTL pickup and cancels the order prior to noon on day of pickup there will be no charge. If shipper cancels after noon on day of pickup but before the truck has been dispatched a booking cancellation fee of \$200.00 will apply.		985 (A)
LTL Shipments cancelled after the truck has been dispatched will be subject to the charges shown in ITEM 1000 in addition to any delay time incurred.		985 (B)
TL order and not dispatched. See ITEM 1000, page 22.		985 (C)
When a shipper requests a Truckload pickup and cancels the order after the truck has been dispatched, shipper will be responsible for Carrier's round-trip mileage used, in addition to any delay time incurred, at charges shown in ITEM 1000.		985 (D)
Space Reserved for Pick-up not Used		
If a shipper request space for example(request 20 pallet positions and the shipment is only 10 pallet positions. The 10 pallet positions not shipped will be charged as shown in Item 1000.		986
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Un-Named Points	Established tariff or contract rates and rules, including rates from or to named origins or destinations, do not automatically or routinely apply to unnamed intermediate points. Rates applicable from or to unnamed intermediate points will be determined case by case and will take into account operational factors including driver hours of service rules, services required at the unnamed point, route options, compatibility with existing operations and other factors that affect Carrier's costs and capability of providing the required services.	990
		Cont'd
Gross Weights and Inspection	If gross weight is not noted on the bill of lading, Frozen shipments are billed on net weights with a maximum 110% allowance for packaging and pallet weight. Fresh iced fish product shipments are billed on net weights with a maximum 125% allowance for packaging, pallet and ice weight. <u>This applies to fish shipments only.</u> Carrier reserves the right to verify shipment weight using Carrier's registered, certified platform or forklift scales. If the actual weight of the shipment is found to be different from the weight declared by shipper on the bill of lading, Carrier will correct the weight and bill freight charges based on the corrected weight determined by Carrier (less the applicable allowance factor).	995
Trailer Rental	Request to Rent Trailers; there will be a sperate charge for delivery ad pick-up. There will be a daily rental charge. 1. Set up charge for trailer rental see Item 1000 for rate 2. There will be a daily rental charge see Item 1000 for rate.	996
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ITEM 10000---ACCESORIAL RATES AND CHARGES					
ITEM	DESCRIPTION	UNIT	CHARGE		
647	Appointment charge-standard	Per Shipment	\$20.00		
647	Appointment charge -for redelivery	Per Shipment	\$200.00		
190 (B)	Blanket charge	Per blanket	\$25.00		
190 (C)	Blind shipment charge	Per Shipment	\$100.00		
190 (F)	Saturday / Sunday Delivery	Per shipment	\$150.00 Min 4 Hrs.		
190 (G)	Layover Charge	12 Hours Hour Period	24	400	800
364	Change in collection status	Per Shipment	\$50.00		
190 (D)	Re-delivery -receiving dock only	Per Shipment	\$350.00		
190 (D)	Re-delivery -malls, Restaurants, retail and residential	Per Shipment	\$350 + FSC		
500	Detention of Vehicle	After one hour / Per Shipment / Prorated	\$120.00 per hour		
820	Diversion or reconsignment-prior to departure from origin terminal	Per Shipment	\$150.00		
359	Duplicate copies of shipping documents	Charge per Occurrence	\$50.00		
360	Unclear Bill Of Lading/ Clear PU and DEL Address	Charge per Occurrence	\$50.00		
560	Extra Labor	Per Hour	\$100.00		
561	Lumper Charge administrative fee	Per lumper Invoice	\$10.00		
751	Split pickup and delivery (LTL Shipments)	Per pickup or delivery	\$150.00 plus FSC		
611	Freeze	Per Pallet Positions	1500 lbs		
611	Chill / Dry	Per Pallet Positions	1500 lbs		
611	Shellfish	Per Pallet Positions	See Rates		
710	Pallet Exchange / Purchase	Don't Do	N/A		
752	Stop-off charge (TL Shipments)	Per intermediate stop	\$125.00		
910	Storage charges	Per pallet- per day	\$35.00		
160 (F)	Cross Dock Charge	Per Truck	\$150.00		
160 (G)	California Carb Compliance Charge	Per Shipment	\$10.00		
996	Trailer Rental- delivery and pick-up charge, each way are a separate charge.	Delivery..... up.....	Pick-	\$180.00 Each Way	
996	Daily Trailer Rental Fee, customer is responsible for trailer refer fuel.	Each Day	\$150.00		
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ITEM 1000---- ACCESORIAL RATES AND CHARGES				
ITEM	DESCRIPTION	UNIT	CHARGE	
986	Shipper request space and not used. Charge per pallet space.	Per Pallet	\$50.00	
985 (A)	Truck ordered not used (LTL) before noon. (Truck not Dispatched)	Per Shipment	\$200.00	
985 (B)	Truck ordered not used (LTL) that has been dispatch to pick up. (Truck has been dispatched)	Per Shipment	Miles plus FSC.	
985 (C)	(TL) Truck order not used / not dispatch	Per TL	Minimum \$400.00	
985 (D)	(TL) Truck order and dispatched	Per round -trip mile used	\$3.50	
190 (H)	Night Delivery	Per stop / 5pm-2am	\$150.00	
190 (I)	Lift Gate Service (Box Truck) for WA / OR Only.	Per Stop / 5pm-2am	\$150.00	
190 (J)	In Store Delivery	Per Shipment	\$75.00	
390	Wash-out charge	Per Wash	\$350.00	
520	Shipments to certain difficult-to-deliver to locations will be assessed appointment surcharge fee:	Per Shipment	\$100.00	
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ITEM 5000---- Rates and Charges

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ITEM 2000 ---- Fuel Surcharge Table

Diesel Fuel Padd-5 Price per Gallon	Fuel Surcharge Rate %		Diesel Fuel Padd-5 Price per Gallon	Fuel Surcharge Rate %
\$2.00	11.13		\$3.70	35.41
\$2.05	11.84		\$3.75	36.13
\$2.10	12.56		\$3.80	36.84
\$2.15	13.27		\$3.85	37.56
\$2.20	13.99		\$3.90	38.27
\$2.25	14.70		\$4.00	39.70
\$2.30	15.41		\$4.05	40.41
\$2.35	16.13		\$4.10	41.13
\$2.40	16.84		\$4.15	41.84
\$2.45	17.56		\$4.20	42.56
\$2.50	18.27		\$4.25	43.27
\$2.55	18.99		\$4.30	43.99
\$2.65	20.41		\$4.35	44.70
\$2.70	21.13		\$4.40	45.41
\$2.75	21.84		\$4.45	46.13
\$2.80	22.56		\$4.50	46.84
\$2.85	23.27		\$4.55	47.56
\$2.90	23.99		\$4.60	48.27
\$2.95	24.70		\$4.65	48.99
\$3.00	25.41		\$4.70	49.70
\$3.05	26.13		\$4.75	50.41
\$3.10	26.84		\$4.80	51.13
\$3.15	27.56		\$4.85	51.84
\$3.20	28.27		\$4.90	52.56
\$3.25	28.99		\$4.95	53.27
\$3.30	29.70		\$5.00	53.99
\$3.35	30.41		\$5.05	54.70
\$3.40	31.13		\$5.10	55.41
\$3.45	31.84		\$5.15	56.13
\$3.50	32.56		\$5.20	56.84
\$3.55	33.27		\$5.25	57.56
\$3.60	33.99		\$5.30	58.27
\$3.65	34.70		\$5.35	58.99