



## **CWT TARIFF RULES**

### **Tariff applying to product as herein described by serviced pick-up areas**

1. **Rate & Accessorial Information**
  - a. Rates apply in amount per one hundred pounds (CWT).
  - b. Rates are based on standard 40 x 48 pallet spaces.
  - c. Mini or minimum refers to a fixed cost for the shipment up to the lowest weight break defined in amount per one hundred pounds (CWT).
  - d. A 1,500 lb. minimum bill as weight per pallet will be applied to all shipments.
  - e. H&M Bay does not participate in pallet exchange programs.
  - f. Seasonal surcharge increase of an additional 15% will go into effect yearly as market conditions dictate (California pick-ups only).
  - g. Block frozen shrimp is subject to an additional \$2.00/CWT to established rates (CA and Pacific Northwest pick-ups only).
2. **Fuel Surcharge**
  - a. Fuel will be added to all LTL shipments and is based on the Department of Energy's weekly average. H&M Bay publishes rates weekly based on the pick-up week, with separate rates for East and West Coast pick-up.
3. **Temperature Information**
  - a. In-transit temperatures for frozen product will ship between the temperatures of -10 to +10 degrees. Chilled products will ship between +28 to +40 degrees. It is the Shipper's responsibility to ensure the products integrity will not be compromised under the temperatures specified above.
4. **Late Fees**
  - a. H&M Bay, Inc. will not be held responsible for late fees, redelivery fees, appointment fees, or any other fees associated with your shipments.
5. **Detention Charge**

Free Time:	2 hours unloading and loading
Charge:	\$100 per hour or fraction thereof after expiration of free time \$400/ 4 hour max Layover charge of \$650 will apply on time over 4 hours
6. **Handling/Unloading**
  - a. H&M Bay is not responsible for mandatory loading or unloading charges; all unloading fees will be a pass-through to the Shipper.
  - b. Rates do not include handling charges, whether quoted or under contract. H&M Does not honor less than full settlement for any and all valid receipts issued.
  - c. White Glove and/or no loading dock deliveries will incur a \$250.00 delivery fee.

Initials: \_\_\_\_\_



7. Cargo Claims

- a. H&M Bay assumes liability for full actual loss in accordance with 49 U.S.C. § 14706 (“the Carmack Amendment”) and the claims regulations outlined in 49 C.F.R. § 370 for any loss or damage to Shippers’ goods while in their possession.
- b. H&M Bay will not accept any responsibility for claims for delay or failure to deliver for a specific market, or consequential damages.
- c. Shipper agrees that they will not withhold freight charges, or off set cargo claims against freight charges. All cargo claims will be handled under 49 C.F.R. § 370. All disputes will be addressed in a timely manner, in writing.
- d. Shipper agrees to file all cargo claims at manufactured cost.
- e. Shipper agrees to allow H&M Bay the right to mitigate the loss by the sale of salvage. If salvage rights aren’t granted, a salvage allowance of 30% of the invoice value will be deducted in lieu of salvage.
- f. Orders tendered by third parties, including brokers, freight forwarders, and third party logistics companies agree to limit the liability for transportation losses (both damage and shortage) to a maximum value limit of three dollars per pound (\$3.00/lb).
- g. For cargo claims procedures see Appendix A

8. Product Return Orders:

- a. H&M Bay will not be held responsible for the packaging, condition of the cases or the product within the cases. The number of cases picked up will be signed off on by the driver at time of pick up and product will be kept fresh or frozen as indicated/provided by the pickup location.

9. Re-Delivery / Cartage

- a. H&M Bay will utilize a re-delivery/cartage company for all delivery locations that fall outside of H&M Bay’s normal delivery points. H&M Bay will contact Shipper upon receipt of your order, if a re-delivery/cartage company is required. Once written approval is received, your order will be processed. The normal H&M freight charge will apply to these orders. All re-delivery/cartage charges are a direct pass through to the shipper.

10. Refused / Re-Consigned Shipments

- a. Product refused and re-consigned, not due to carrier error, will be subject to additional charges.

11. Prohibited Commodities

- a. H&M Bay will not accept tendered orders of ice cream/frozen yogurt due to the sensitive nature of the product.
  - Additionally, H&M Bay will not accept tendered orders of refrigerated/fresh fruits, vegetables, liquid in bottles. In the event that H&M Bay inadvertently picks up any of the above items, the product will be returned to the shipping location as soon as possible. H&M Bay will not assume any liability for temperature abuse.

Initials: \_\_\_\_\_



12. LTL Space Ordered/Not Used (SONU)

- a. Orders that cancel the day of, or day prior to shipping, will be rated at the base tariff rate exclusive of fuel and handling.

13. Complete Ready Orders

- a. Receipt of complete orders (i.e., purchase orders that include commodity, case counts, weight and temperature) will be considered complete and ready to ship. All other orders pending such information will be shipped when we receive complete information if space and truck are available.

Tariff rules are subject to change dependent upon pick up region. ***Please Note: Tendering of shipment(s) to H&M Bay is considered acceptance of the above rules, regardless of signature.***

***This supersedes any prior rules that you have been provided.***

**Accepted By:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX A - CLAIMS PROCEDURE**

Shippers are required to comply with the following:

1. Shipper is responsible for the accuracy of all billing information. H&M Bay Inc. assumes no liability for incorrect temperatures, commodities, or delivery address.
2. All cargo claims will be handled under the terms of 49 CFR 370.
  - ❖ All claims must be filed in writing and received by H&M Bay within 9 months of date of delivery.
  - ❖ The shipper must provide a copy of the original invoice and bill of lading with the invoice against H&M Bay
  - ❖ H&M Bay reserves the right to offset unpaid freight charges from claims, if freight is contained in the claim presentation
3. H&M Bay will accept electronic claim filing as long as all necessary documents are included in the presentation. The claims may be emailed to [claims.users@hmbayinc.net](mailto:claims.users@hmbayinc.net) or faxed to 410-609-7098.
4. The mailing address for cargo claims is:

H&M BAY, INC.  
PO BOX 280  
FEDERALSBURG MD 21632

**Note: Claims mailed to any other address may be delayed or lost.**

5. Claims will be acknowledged within 30 days of receipt and paid or denied within 120 days of receipt.

Initials: \_\_\_\_\_