

ITEM 400 – Revised For EFS

BINDING ESTIMATE PROGRAM

Binding Estimate Price:

OPTION A:

Upon request mover will provide a binding estimate price for transportation and other services pertaining to a shipment as described in Paragraph (1) of Item 100 (Commodity Description) in this tariff, subject to the following notes:

NOTE 1: Binding estimate must be in writing and signed by representative of both the shipper and mover.

NOTE 2: The binding estimate or revision thereto, which is made under the provisions of this item, **shall remain effective and binding for a period of up to 60 days** after the date on which the binding estimate or revised binding estimate is initially presented to the shipper. The length of the effective time period of the binding estimate shall be determined by the expiration date shown on the binding estimate or the end of the 60th day after initial presentation of the binding estimate or revised binding estimate to the shipper, whichever date is earlier.

NOTE 3: The binding estimate is **LIMITED** to the **origin** and **destination** and **additional stops**, if any, indicated on the binding estimate. The binding estimate is **FURTHER LIMITED** to the **quantities** and/or **services** specified in the binding estimate. The binding estimate **may be revised**, by mutual agreement in writing, between the shipper and mover at any time during the period that the binding estimate is in effect up to and including the commencement of the loading of the shipment for transportation.

If, **prior to loading**, the origin, destination, additional stops, quantities and/or services, or any part thereof, have been added, changed or deleted by the shipper, mover is not required to honor the original estimate. At that point mover must do one of the following:

- a. Negotiate a new binding or non-binding estimate or an Addendum to the original estimate.
- b. Reaffirm the original binding estimate.
- c. Refuse to handle the shipment.

Any of the following services which are **NOT** included in the binding estimate, **but** which are either **requested by the shipper** OR **are necessary to accomplish delivery** and are performed by mover at destination, will be assessed at the tariff rate level in effect at the time the binding estimate was signed.

Actual weight will be used for items assessed on a weight basis. These additional services are as follows:

Item 28 Stopoffs

Item 105 ... Unpacking

Item 105 ... Debris Removal - Post Delivery

Item 120 Extra Labor; Waiting Time; and Special Services (i.e. Disassembling & Reassembling / Rigging, Hoisting & Lowering etc.)

Item 125.. Shuttles

Item 130 ... Bulky Articles & Weight Additives

Item 175 ... Overtime Loading & Unloading
Item 185 ... Storage-In-Transit
Item 200 ... Claims, Loss & Damage
Item 207 ... Climatic Control
Item 210 ... Pickup or Delivery on Storage-In-Transit
Item 225 ... Self-Storage / Mini-Warehouse Pickup or Delivery

If mover performs any of the above services, which are in addition to the services included in the binding estimate amount, the shipment must be relinquished to the individual shipper upon payment of the binding estimate amount. The balance of any remaining charges must be billed to the shipper no sooner than 30 days after the date of delivery.

NOTE 4: The provisions of this item WILL APPLY on shipments moving:

- 1) BETWEEN points in the UNITED STATES (except AK & HI);
- 2) BETWEEN points in the UNITED STATES (except AK & HI) AND points in CANADA; and
- 3) FROM points in the UNITED STATES (except AK & HI) TO points in ALASKA.

NOTE 5: The provisions of Item 4 (Basis of Weight) WILL NOT APPLY to shipments transported pursuant to this item, except as provided for in NOTES 3 and 7.

NOTE 6: This item WILL NOT APPLY on the portion of shipment transported under either 1) Water rates BETWEEN Alaskan Ports AND Ports of Seattle, WA or Tacoma, WA; and/or 2) Motor rates BETWEEN points within Alaska AND Alaskan Ports.

NOTE 7: Rates and charges for Item 185 (Storage-In-Transit) and Item 210 (Pick-Up or Delivery on Storage-In-Transit Shipments) shall be based upon actual weight under the provisions of Item 4 (Basis of Weight).

NOTE 8: The binding estimate price will **not** include charges for services provided under Item 35 (Third Party Services) of any kind.

OPTION B: Option/Not-to-Exceed Binding Estimate Price:

Carrier will base charges on the BINDING ESTIMATE PRICE as set forth above, plus any additional services requested or required after loading; OR, will base all charges on the actual weight and actual services performed at the discount level explicitly stated on the estimate, whichever produces the lowest total charge to the shipper.

NOTE: EMERGENCY FUEL SURCHARGE (EFS) –

AS LONG AS THE EMERGENCY FUEL SURCHARGE (EFS) IS IN EFFECT, UNDER THE BINDING ESTIMATE PROGRAM THE FUEL COST PRICE ADJUSTMENT (SURCHARGE) WILL BE EXCLUDED FROM BINDING ESTIMATES. THE EMERGENCY FUEL SURCHARGE (EFS) WILL BE ASSESSED AT THE TARIFF RATE LEVEL IN EFFECT AT THE TIME THE SHIPMENT IS PICKED UP.

Effective Date: March 15, 2022