



NYCE Tariff: N700A

Carrier Liability

The released valuation provisions in its item will not apply where a released valuation is otherwise provided in the governing National Motor Freight Classification. Commodities subject to the released value or commodities rated based on a Freight All Kinds (FAK) rates or class exception ratings will be subject to the lowest applicable released value contained in the current governing classification.

Shipments accepted for transportation at the rates or charges in tariffs, subject to this tariff, will be subject to the following:

Except as other wise provided in the National Motor Freight Classification, shipments in which shipper fails to declare the valuation on the original Bill of Lading, the carrier's maximum liability will be \$15.00 per pound including commodities subject to Freight All Kinds (FAK) rates or class exception ratings. Corrected Bills of Lading, will not be accepted which would add or change the declared or actual values.

Carrier Liability on Used Articles

(A) Commodities as described in Note A below, other than new, will be accepted for transportation only when the shipper releases the value of the property to a value of the property to a value not exceeding 10 cents per pound.

(B) Failure of the consignor to declare that the commodity is "used" shall not alter the application of this item.

Note A: Applicable only on Used Machinery or parts, as described in NMFC items 114000 through 133454, and used engines, automobile or used auto parts as described in NMFC items 18630-18363.

Note B: When shipper fails to declare the value of the property on the Shipping Order and Bill of Lading at time of shipment, shipment will be subject to the lowest declared value shown herein.

(C) Articles with an invoice value exceeding the limitations shown below in column B, relative to the corresponding Class in Column A, will be considered to be of extraordinary value. Articles of extraordinary value accepted for transportation will be considered to be released at the value per pound shown in Column B, subject to a maximum liability of \$100,000 per occurrence. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC series or at an exception class, if applicable, whichever is less, and will apply to the weight of the lost or damaged articles (see note D). The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A as follows:

Column A	Column B	Column A	Column B	Column A	Column A
Class	Maximum Value Per Pound	Class	Maximum Value per Pound	Class	Maximum Value Per Pound
50	\$2.00	85	\$7.37	175	\$15.00
55	\$2.00	92.5	\$8.36	200	\$15.00
60	\$2.35	100	\$11.15	250	\$15.00
65	\$3.92	110	\$13.92	300	\$15.00
70	\$5.92	125	\$14.80	400	\$15.00
77.5	\$6.25	150	\$15.00	500	\$15.00

(D) On shipments handled by NYCE in conjunction with a partner carrier, NYCE’s maximum liability in the event of loss or damage will in no case exceed the maximum liability of the partner carrier. For example, if the partner carrier’s maximum liability is \$30.00 per shipment, NYCE will honor the \$30.00 max.

(E) If shipper does not properly describe the freight on the Bill of Lading or uses a description of “FAK” or “Freight All Kinds” or other language descriptors the do not properly identify the commodity shipped, then claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

(F) Liability for loss, damage, or destruction to any shipment in connection with a “Spot Quote” or “Volume Quote” pricing shall have a liability limited to the following:

- 1: actual invoice costs of the shipment
- 2: applicable limited liability provisions of the NMFC, whichever is lower, will be subject to a maximum carrier liability of \$2.00 per pound per package and \$20,000 per shipment.

(G) Liability for loss, damage, or destruction to any shipment or part thereof which is considered “used”, “reconditioned”, or “refurbished” shall carry a maximum value of \$0.50 per pound with a maximum liability of \$10,000.00 per shipment. Failure of the shipper to provide accurate commodity description of “other than new” shall not alter the application of this item. The provisions of this item include, but are not limited to the following commodities and their components:

- Machinery Group (NMFC Items 114000 – 1345)
- Automobile Parts Group (NMFC Items 17800 – 20252)

Electrical Equipment Group (NMFC Items 60500 – 63561)
Vehicles, Motor, Parts (NMFC Items 60500 – 63561)

(H) Liability for loss, damage, or destruction for freezable cargo shall be subject to the limitations. Unless the bill of lading is clearly marked as “heater service required”. Carrier will not be liable for loss, damage or destruction resulting from failure to furnish required protection.

(I) Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on bill of lading shall have no effect to carrier.

(J) Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.

(K) Lawsuits instituted against carrier shall be instituted no later than two (2) years and one (1) day when written notice is given by carrier to claimant that it has disallowed its claim or part thereof. When suits are instituted after this date, carrier shall have no cargo claim liability.

(L) Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by NYCE, from the original shipper and delivered without exception, will be limited to lost freight only and NYCE will not be responsible for damages.

(M) Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by NYCE, from the original shipper and delivered without exception, when NYCE is not given an opportunity to inspect prior to return, will be limited to lost freight only and NYCE will not be responsible for damages.

(N) Liability for loss, damage, or delay of cargo moving between Mexico, Canada and the United States, NYCE shall have no liability, either for itself or for the other countries carrier involved in the move for loss, damage, or delay while in the possession of the designated brokers, freight forwarders, or other countries carrier.