



VFG 009

(VFG 009, effective 08/01/2026, cancels VFG 008)

Voyage Freight Group, LLC Terms, Conditions, Rules & Special Charges

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This Tariff is available for inspection by any person during our normal business hours at our headquarters at 205 W. Grand Ave., STE 122, Bensenville, IL 60106 or at www.vgfreight.com. Copies of this Tariff, specific provisions of it, or subscriptions to it shall be provided upon request to any interested party upon payment of required costs for copies of the Tariff or any specific provisions thereof. Voyage Freight Group, LLC reserves the right to modify this Tariff at any time.

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TABLE OF CONTENTS

VFG 009 TABLE OF CONTENTS.....	1
INTRODUCTION	2
Definitions	2
Application of Tariff	6
Bills of Lading Terms & Tariff Incorporation	6
Limitation of Driver & Owner-Operator Authority	6
GENERAL RULES & OPERATING POLICIES	7
Credit & Payment Terms	7
Lien Rights, Security Interest, & Salvage Authority	7
Use of Leased Owner-Operator & Subcontracted Power.....	7
Customer Trailing Equipment & Power Only Disclaimer	8
Packaging Standards & Shipper Load and Count (SL&C)	8
Temperature Protection Disclaimer	8
Customer & Shipper Indemnification	8
Prohibited Commodities	9
Impracticable Operations & Force Majeure	9
Accessorial & Special Service Charges	10
Detailed Accessorial Provisions	11
CLAIMS AND LIABILITY STANDARDS	12
Cargo Loss and Damage Liability	12
Claim Filing Requirements	13
DISPUTE RESOLUTION & GOVERNING LAW	14
Governing Law	14
Statute of Limitations	14

INTRODUCTION

Definitions

VOYAGE FREIGHT GROUP, LLC - ("Voyage Freight Group," "VFG," "We," "Us," or "Our"): A licensed motor carrier operating under active FMCSA authority.

VOYAGE FREIGHT GROUP BILL OF LADING (VBOL) - Means the non-negotiable, Voyage Freight Group bill of lading shipping document or digital document image, which contains terms which Voyage Freight Group accepts the shipment and arranges for transport to the designated location. The VBOL constitutes the legal document of record for a shipment whether or not actually used during Services.

ACCESSORIAL CHARGES - Supplemental fees assessed for services performed beyond standard linehaul transit, including detention, layover, TONU, extra stops, or specialized handling.

BILL OF LADING (BOL) - Any BOL utilized for a shipment, excluding the VBOL, which serves only as a receipt of commodities. The terms and conditions on a BOL are inapplicable to the shipment, but the BOL must accurately, completely and thoroughly describe the commodities being shipped and contain required information thereon.

BUSINESS DAY - Monday through Friday, excluding holidays.

CARRIAGE - Movement of the shipment or commodity that includes all applicable services offered by Voyage Freight Group LLC.

CHARGEABLE WEIGHT - The greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any piece or object.

CONSIGNEE - The business, individual, or entity named on the Bill of Lading to whom the freight is to be delivered.

CONSIGNOR - The business or person who contracts with Voyage Freight Group for carriage of the shipment.

CUSTOMER - The business or person whose name appears on the air waybill, VBOL or BOL as the "Bill To" party for a shipment.

DELIVERY - Means delivering commodity at any platform, doorway or other place designated by the consignee, when directly accessible to Voyage Freight Group's or a Service Provider's vehicle.

GOODS, COMMODITY, CARGO, FREIGHT, PERSONAL EFFECTS, ARTICLES or PROPERTY - Personal property accepted from the shipper or consignor and includes any and every species of personal property you provide to Voyage Freight Group, so we can arrange for services you have requested or which are required.

HOLDER - Any person for the time being in possession of the VBOL or BOL to whom the commodities have passed on or by reason of the consignment of the commodities or the endorsement of the VBOL, BOL or otherwise.

HOLIDAYS - Including but not limited to, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When the holiday falls on Saturday or Sunday, either Friday or Monday can be considered as a holiday. Holidays also include any state, provincial or local legal holiday not included above.

IN GOOD CREDIT STANDING - Payment on all Voyage Freight Group accounts are current, and such accounts are not in cash-only status and such accounts do not exceed the credit extended by Voyage Freight Group.

LOCAL TIME - Times noted are local time, e.g., pick up times are based on local time of the origin (shipper) location. Delivery times are based on the local time of the destination (consignee) location.

MERCHANT - The consignor, shipper, holder, consignee, the receiver of the commodities, any person including any corporation, company or other legal entity owning or entitled to the possession of the commodities and anyone acting on behalf of any such persons.

OWNER OPERATOR- An independent contractor operating power equipment owned or leased by the contractor, performing transportation services under a valid lease

agreement with Voyage Freight Group LLC in compliance with federal truth-in-leasing regulations (49 C.F.R. Part 376).

PERSONNEL - Means Voyage Freight Group and its parent company, and their officers, directors, employees, independent contractors, representatives, Affiliates, agents, subsidiaries, assigns, any suppliers and/or services providers that Voyage Freight Group engages on your behalf.

PICKUP - Means calling for and receiving commodity at any platform, doorway or other place designated by the shipper, when directly accessible to Voyage Freight Group's or Service Provider's vehicle.

PRICING SCHEDULE, RATE QUOTATION, RATE QUOTE, PRICE QUOTE or BOOKING SERVICE AGREEMENT - Means any document sent by Voyage Freight Group to the customer that includes or references (1) services to be performed, (2) the applicable pricing, and (3) certain terms and conditions applicable to you for services arranged by Voyage Freight Group and to be performed for you.

SERVICE or SERVICES - Means any services Voyage Freight Group arranges and/or performs for you, including, but not limited to, transportation, warehousing, cross-docking, transportation management systems, or any form of logistics, support or any other services.

SERVICE CHARGE - Means all rates, charges, accessorial, fuel surcharge, special charges, Customs fees, duties, taxes, and any other applicable fees and charges owed by you for services we arranged, performed and/or managed for you which are contained or referenced herein.

SERVICE PROVIDER or SERVICE PROVIDERS - Means an Affiliate or other service provider that performs services or provides transportation for commodities.

SHIPMENT - Except as otherwise noted, a shipment will consist of a single consignment of one or more pieces from one customer, consignor or shipper at one time, at one address, destined to one consignee at one location, receipted for in one lot and moving on a single air waybill or BOL.

SHIPPER - The business or person whose name appears on the VBOL or BOL as "shipper." The shipper's location is the point of origin of the commodity movement.

POWER ONLY - Transportation services wherein Voyage Freight Group LLC provides the power unit (tractor) and driver to haul trailing equipment provided, owned, or leased by the Customer, shipper, or broker.

SPOT QUOTE or SPOT RATE - Means a rate offered by Voyage Freight Group to you as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer.

TERMS or TARIFF - Means the Voyage Freight Group tariff VFG 009 Series Terms, Conditions, Rules & Special Charges, including all addenda, appendices, schedules and/or exhibits thereto, and any other document incorporated or referenced therein.

TRAILER - Means any truckload or less-than-truckload trailer, truckload or less-than-truckload van, pup, doubles trailer, intermodal container, container, or any other similar non-power equipment used by a carrier to transport or move a commodity from one location to another.

TRANSPORTATION CHARGES - Amounts assessed for the movement of a shipment and does not include any other fees or charges that may be assessed such as (but not limited to) surcharges, C.O.D. charges, declared value charges and handling fees.

TRUCK, TRACTOR or VEHICLE - Means any vehicle or combination of vehicles handled as one unit, propelled or drawn by a single power unit and used on highways in the transportation of commodities. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. Typically, a vehicle consists of two double trailers or a single van.

TRUCKLOAD TRAILER - Means a trailer of not less than 35 feet in length.

YOU, YOUR OR YOURSELF - Means the customer, consignor, shipper and/or consignee and their agents, employees and any other person or entity having or claiming an interest in a shipment which has requested an estimate of service charges and/or reserved, purchased or received services through us.

Application of Tariff

This publication describes the specific guidelines, operational rules, and costs supplemental to ordinary transportation services provided by Voyage Freight Group LLC. All shipments moving under price publications, rate confirmation sheets, and agreements—including individual customer contracts—where VFG 009 is referenced as a governing publication shall be subject to the rules, fees, and conditions set forth herein. The provisions of this publication apply to all shipments tendered on or after the specified publication date. Specific account pricing agreements signed by an authorized officer of VFG will govern any express exceptions.

Bills of Lading Terms & Tariff Incorporation

The terms and conditions of the Voyage Freight Group LLC Standard Bill of Lading or agreed Rate Confirmation Sheet shall govern all shipments. Every Bill of Lading and Rate Confirmation issued or accepted by VFG implicitly incorporates the terms of this VFG 009 Series Rules Tariff. Any alternative Bill of Lading tendered by a shipper or consignee acts strictly as a receipt of goods.

Limitation of Driver & Owner-Operator Authority

No employee driver, owner-operator, or independent contractor operating on behalf of Voyage Freight Group LLC possesses legal authority to alter, amend, modify, waive, or bind VFG to alternative contract terms, non-conforming Bills of Lading, rate adjustments, or liability increases. Any signature provided by a driver or owner-operator on shipping documents acts strictly as an acknowledgment of receipt of goods.

End of Introduction

GENERAL RULES & OPERATING POLICIES

Credit & Payment Terms

Standard Terms - All invoices are payable within fifteen (15) days from the invoice date (Net 15) unless otherwise agreed upon in a written contract signed by an authorized officer of Voyage Freight Group LLC.

Paper Invoice Surcharge - Invoices requiring physical paper processing and mailing are subject to a standard \$15.00 processing fee per shipment.

Collections and Legal Fees - Accounts exceeding agreed payment terms are subject to a 30% collection fee plus all accrued legal fees, court costs, and late payment interest at the rate of 1.5% per month (18% per annum) or the maximum legal rate.

Joint and Several Liability - The Consignor, Consignee, and Third-Party Payor assume joint and several liability for all legitimate freight charges, accessorial, and processing fees accrued on a shipment.

Lien Rights, Security Interest & Salvage Authority

Voyage Freight Group LLC retains a general and continuing legal lien, as well as a possessory security interest under the Uniform Commercial Code (UCC), on all freight and trailing equipment in its possession or control for any unpaid freight charges, accessorial, storage fees, or advances accrued on current or historical shipments. If freight is refused, unclaimed, or unpaid for more than thirty (30) days following notice, VFG reserves the right to store the cargo at Customer's expense or sell the commodities at public or private sale/auction to satisfy all accrued charges.

Use of Leased Owner-Operators & Subcontracted Power

Voyage Freight Group LLC reserves the right to fulfill transportation services using company-owned equipment, employee drivers, or independent owner-operators leased to VFG under active federal authority (49 C.F.R. Part 376). The utilization of a leased owner-operator operating under VFG's USDOT and MC authority constitutes direct

carrier performance and shall not be construed as re-brokering, double-brokering, or unauthorized subcontracting.

Customer Trailing Equipment & Power Only Disclaimer

When performing Power Only services, VFG assumes no liability for cargo damage, transit delays, environmental spills, or trailer damage resulting from pre-existing mechanical defects, structural weaknesses, brake failures, lighting failures, or tire blowouts associated with customer-provided or broker-provided trailing equipment. The Customer warrants that all trailing equipment tendered to VFG is roadworthy and compliant with all state and federal DOT inspection standards.

Packaging Standards & Shipper Load and Count (SL&C)

All freight tendered to VFG must be packaged, banded, blocked, and braced in accordance with National Motor Freight Classification (NMFC) 100 Series standards to withstand the normal hazards of highway transportation. When freight is loaded by the shipper without VFG driver observation or count, the Bill of Lading shall be deemed marked "Shipper Load and Count" (SL&C). VFG shall bear zero liability for cargo loss, damage, or shortage resulting from improper packaging, overloading, or defective weight distribution by the shipper.

Temperature Protection Disclaimer

Unless specific climate-controlled or refrigerated transportation services are explicitly agreed to in a written contract signed by VFG prior to dispatch, all services provided by VFG are standard dry-van or power-only transportation. VFG assumes no liability for damage to commodities susceptible to damage from freezing, cold, or heat.

Customer & Shipper Indemnification

The Customer, Consignor, Consignee, and Broker agree to jointly and severally defend, indemnify, and hold harmless Voyage Freight Group LLC, its officers, directors, employees, owner-operators, and agents from and against any and all third-party claims, liabilities, demands, losses, damages, fines, penalties, environmental cleanup costs, legal fees, and litigation expenses arising out of: (1) shipper negligence in loading, securing, or packaging freight; (2) misdeclaration or improper tendering of

hazardous materials; (3) breach of these tariff rules; or (4) personal injury or property damage caused by Customer-owned equipment or facilities.

Prohibited Commodities

Voyage Freight Group LLC does not transport the following items unless explicitly agreed to in a signed written contract prior to dispatch:

- Currency, bullion, valuable papers, deeds, or precious metals.
- Live animals, human remains, or biological waste.
- Unregistered or illegal hazardous materials/wastes exceeding DOT/FMCSA legal limits.
- Class 1 Explosives, Class 2.3 Poison Gases, or Radioactive materials.

Impracticable Operations & Force Majeure

Voyage Freight Group LLC shall not be liable for failure to perform, delays, or service failures resulting from acts of God, severe weather, public enemy, civil unrest, labor disputes, strikes, highway closures, government intervention, or unsafe operating conditions beyond its direct control.

Accessorial & Special Service Charges

Unless explicitly modified in a written customer contract or mutually agreed Broker Rate Confirmation Sheet, the following standard fee schedule governs all accessorial services:

Accessorial / Service Type	Free Time / Threshold	Fee Schedule / Charge
Detention (Appointment)	2 Hours free time from scheduled appointment time	\$75.00 / hour *Billed in 15-min increments
Detention (FCFS Loads)	3 Hours free time from check-in within designated window	\$50.00 / hour *Billed in 15-min increments
Truck Ordered Not Used (TONU)	Dispatch cancelled after driver dispatched or at origin	\$150.00 flat rate
Layover / Overnight Delay	Driver held overnight through no fault of carrier	\$350.00 / day
Driver Assist / Load & Unload	Per occurrence when driver physically assists with freight	\$180.00 / stop
Stop-Off / Multi-Stop Charges	Per additional pickup or drop location (excluding origin/final)	\$100.00 / stop or \$2.00 per mile if additional stop is more than 50 miles from primary origin or final destination
Re-Consignment / Diversion	Change of delivery location after dispatch	\$125.00 fee + \$2.00 per Out-of-Route Miles
Storage / Hold-in-Transit	Freight or trailer held awaiting disposition/clearance	\$125.00 / day *This fee is in addition to a layover fee if driver is on-duty.
Out-of-Route / Excess Mileage	Calculated per mile diverted from original rate quote route	\$2.00 / mile
Broker Accessorial Policy	Default to Broker's Rate Confirmation policy	Broker terms apply unless unaddressed; then VFG 009 applies

Detailed Accessorial Provisions

Detention Time (Appointment Loads) - Free time begins at the scheduled appointment time or actual arrival time, whichever is later. Drivers receive 2 hours of free time. Detention is billed at \$75.00 per hour in 15 minute increments (18.75 per 15 minutes) after free time expires.

Detention Time (FCFS Loads) - Free time begins upon driver check-in within the designated First-Come, First-Served window. Drivers receive 3 hours of free time. Detention is billed at \$50.00 per hour in 15 minute increments (12.50 per 15 minutes) after free time expires.

Truck Ordered Not Used (TONU) - A flat fee of \$150.00 is assessed when a load is cancelled after a driver has been dispatched, is en-route, or has arrived at the origin location.

Layover / Overnight Delay - Billed at \$350.00 per day when a driver is delayed overnight through no fault of VFG (exceeding normal receiver operating hours or held for a mandatory rest cycle).

Driver Assist / Load & Unload - Billed at \$180.00 per stop whenever a driver is requested or required to physically tailgate, palletize, count, load, unload, or assist in handling freight. If third-party lumpers are required, actual lumper receipts will be billed at cost plus a 15% administrative processing fee.

Stop-Off / Multi-Stop Charges - Billed at \$100.00 per additional pickup or drop location (excluding primary origin and final destination). If an additional stop is located 50 miles or more from the primary origin or final destination, the stop-off rate converts to \$2.00 per mile for the extra distance traversed.

Re-Consignment / Diversion - Assessed at an administrative fee of \$125.00 plus \$2.00 per out-of-route mile whenever a customer, shipper, or broker changes the delivery address or destination city after dispatch.

Storage / Hold-in-Transit - Billed at \$125.00 per day (or fraction thereof) when freight or trailing equipment is held awaiting disposition, customs clearance, or payment. This fee is billed in addition to a standard \$350.00 layover fee if the driver remains on-duty during the hold.

Out-of-Route / Excess Mileage - Billed at \$2.00 per mile for any additional mileage incurred due to customer re-routing, detours around road closures/weight restrictions, or inaccurate address information provided at booking.

Broker Accessorial Policy Default - Terms outlined in a mutually agreed Broker Rate Confirmation Sheet take priority. If the Rate Confirmation is unaddressed on a specific accessorial or threshold, the rules and fee schedule of VFG 009 govern.

Claims & Liability Standards

Cargo Loss and Damage Liability

Standard Coverage - Voyage Freight Group LLC maintains standard cargo liability insurance to fulfill legal operating requirements as an interstate motor carrier.

Maximum Cargo Liability Cap - Pursuant to 49 U.S.C. § 14706(c)(1)(A), unless a higher freight value is declared in writing by the Customer prior to dispatch and an additional excess valuation premium is agreed upon and paid, VFG's maximum legal cargo liability for loss, damage, or destruction on any single shipment shall not exceed **\$100,000.00** (or \$5.00 per pound, whichever is lower).

Coverage Adjustments - If freight value exceeds standard liability limits, cargo liability limits may be adjusted and increased on a per-load basis upon written request prior to dispatch.

Seals & Load Security - Drivers are required to verify and document seal placement at origin. Intact seals upon arrival at destination establish *prima facie* evidence of complete delivery without shortage, tampering, or carrier fault.

Waiver of Consequential & Special Damages (Factory Line-Down Disclaimer)

IN ADDITION TO ALL OTHER LIABILITY LIMITATIONS CONTAINED HEREIN, VOYAGE FREIGHT GROUP LLC SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS ALL RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLIED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF MARKET, LOSS OF BUSINESS OPPORTUNITY, CONTRACTUAL PENALTIES, OR FACTORY/PRODUCTION LINE-DOWN FEES ARISING FROM DELAY, MIS-DELIVERY, OR NON-DELIVERY OF CARGO, WHETHER OR NOT VFG HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Cargo Rejection & Duty to Mitigate

Consignees and Customers have a statutory legal duty under federal law to accept delivery of damaged cargo unless the product is rendered virtually worthless. Total load rejections for minor or partial damage are strictly prohibited. Customer shall accept overages, shortages, or partial damage and file a formal claim solely for the damaged portion.

Declared Value Excess Insurance Rate

If Customer declares a freight value exceeding \$100,000 prior to dispatch, excess cargo valuation coverage may be purchased at a rate of **\$0.75 per \$100.00** of additional declared value.

HazMat Absolute Prohibition

Voyage Freight Group LLC is a non-hazardous commodities carrier. All placarded Hazardous Materials (HazMat) under 49 C.F.R. § 172 are strictly prohibited unless accepted in writing prior to dispatch.

Claim Filing Requirements

Notice of Damage - Claims for visible loss or damage must be noted on the Bill of Lading or Delivery Receipt at the time of delivery.

Concealed Loss or Damage: Concealed damage must be reported in writing to VFG within five (5) business days of delivery.

Formal Claim Window: All formal cargo claims must be filed in writing within nine (9) months of the delivery date (or scheduled delivery date in the case of non-delivery) in accordance with 49 C.F.R. § 370.

Offset Prohibition: Freight charges must be paid in full prior to the processing or payment of any cargo claim. Customers, brokers, and payors shall not offset or deduct pending cargo claims from active freight invoices.

Dispute Resolution & Governing Law

Governing Law

This Tariff, all transportation agreements, and any legal disputes arising out of services provided by Voyage Freight Group LLC shall be governed by and construed in accordance with federal laws regulating interstate motor carriage (49 U.S.C. § 13101 et seq.) and the laws of the State of Illinois where applicable.

Statute of Limitations

Any legal action or suit to recover undercharge/overcharge claims or cargo damages must be instituted within two (2) years and one (1) day from the date written notice is given disallowing the claim in whole or in part.

End