



AAA Cooper Transportation

TARIFF AACT 190-P RULES TARIFF

Cancels
TARIFF AACT 190-O

Effective
May 7, 2018

Rules and accessorial service charges having general application on interstate and intrastate traffic except as otherwise specifically provided in a separate publication, contract or transportation agreement applicable for a specific customer or account.

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Accessorial Charges and Rules

ITEM 100

Governing Publications

Kind of Tariff	Issuing Agent	Tariff Series	For Special Provisions See
Classification, governing	NMF	NMF 100	...
Class, Interstate and Intrastate, referenced	AACT	AACT 501	Note A below
Class, Interstate, General Application	AACT	AACT 501	Note B below
Class, Intrastate, General Application	AACT	AACT 501	Note C below
Hazardous Materials	DOT	...	Title 49 CFR
Mileage Guide	HGB	HGB 100	...
Mileage Guide – Between 3-Digit Zip Code Prefixes	HGB	HGB 105	...
U.S. Postal Service Zip Code Directory	USPS

NOTE A AACT 501 Series Standard Class Rates will be the applicable base class rates to be used between points served direct by AAA Cooper in connection with customer-specific publications, contracts or transportation agreements when no otherwise applicable base class rate structure is designated to apply in such publications, contracts or transportation agreements.

NOTE B AACT 501 Series Standard Class Rates with a General Application courtesy discount subject to a Floor Minimum Charge will apply on interstate traffic between points served direct by AAA Cooper when no otherwise applicable pricing has been established to apply on interstate traffic in a separate customer-specific publication, contract or transportation agreement.

NOTE C AACT 501 Series Standard Class Rates with a General Application courtesy discount subject to a Floor Minimum Charge will apply on traffic having origin, destination and entire transportation within the boundaries of a State between points served direct by AAA Cooper when no otherwise applicable pricing has been established to apply on intrastate traffic in a separate customer-specific publication, contract or transportation agreement.

End Item 100

Accessorial Charges and Rules - Definitions

ITEM 110

1. "BUSINESS DAY" means each day, Monday thru Friday, excluding Holidays.
2. "BUSINESS HOURS" means that time during which operations are generally conducted by the carrier at the point where the service is performed.
3. "CARRIER", "CONSIGNOR" or "CONSIGNEE" include the authorized representatives or agents of such "carrier", "consignor" or "consignee".
4. "CONSIGNEE TO UNLOAD THE SHIPMENT" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. "CONSIGNOR TO LOAD THE SHIPMENT" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. "HOLIDAY" means: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed.
7. "JOINT-LINE TRAFFIC" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup or delivery service as agent of the carrier.
8. "PLACE" means a particular street address or other designation of a factory, store, warehouse, place of business or private residence at a "point". The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.
9. "POINT" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
10. "SINGLE LINE TRAFFIC" means the transportation of a shipment via one carrier whether pickup or delivery service is performed by such carrier or for its account by another carrier as its agent.
11. "SITE" means a particular platform or specific location for loading or unloading at a "place".
12. "TRAFFIC HANDLED DIRECT" means the transportation of a shipment via only one motor carrier whether pickup or delivery service is performed by such carrier or for its account by another carrier as its agent.
13. "TRUCK" or "VEHICLE" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
14. "ANY QUANTITY (AQ)"--An AQ rate or rating is one which is specifically designated AQ in this tariff or in tariffs, contracts or transportation agreements making reference to this tariff as a governing publication and are those applicable to the articles regardless of the quantity or weight of the shipment.
15. "LESS THAN TRUCKLOAD (LTL)"--An LTL rate or rating is one which is specifically

designated LTL and are those applicable to a quantity of freight less than the Volume or Truckload Minimum Weight specified. L5C, 5C, 1M, 2M, 5M and 10M are LTL rates/ratings.

- 16. "VOLUME OR TRUCKLOAD (VOL or TL)"--A VOL or TL rate or rating is one which is specifically designated VOL or TL and are those for which a VOL or TL Minimum Weight is specifically provided. 20M, 30M and 40M are VOL/TL rates/ratings.
- 17. "SPOT QUOTE" means a non-published estimate of charges based on the facts made known to AACT and is subject to change on a daily basis due to balance, carrier need or other freight characteristics and is valid for a predetermined period of time. The expiration date will be provided at time the spot quote is provided. A Spot Quote is subject to liability limitations as provided in Item 570 herein unless a different liability limitation is established at the time the spot quote is given.
- 18. "DOUBLES TRAILER (PUP)" means a trailer 29 feet or less in length.
- 19. "VAN" means a trailer greater than 29 feet in length.

End Item 110

Abbreviations

ITEM 125

United States of America

Where two-letter abbreviations of states located within the UNITED STATES OF AMERICA are used in this tariff, or tariffs, contracts or transportation agreements making reference to this tariff as a governing publication, the abbreviations will be explained as follows:

AK ... ALASKA	KY ... KENTUCKY	OH ... OHIO
AL ... ALABAMA	LA ... LOUISIANA	OK ... OKLAHOMA
AR ... ARKANSAS	MA ... MASSACHUSETTS	OR ... OREGON
AZ ... ARIZONA	MD ... MARYLAND	PA ... PENNSYLVANIA
CA ... CALIFORNIA	ME ... MAINE	PR ... PUERTO RICO
CO ... COLORADO	MI ... MICHIGAN	RI ... RHODE ISLAND
CT ... CONNECTICUT	MN ... MINNESOTA	SC ... SOUTH CAROLINA
DC ... DISTRICT OF COLUMBIA	MO ... MISSOURI	SD ... SOUTH DAKOTA
DE ... DELAWARE	MS ... MISSISSIPPI	TN ... TENNESSEE
FL ... FLORIDA	MT ... MONTANA	TX ... TEXAS
GA ... GEORGIA	NC ... NORTH CAROLINA	UT ... UTAH
HI ... HAWAII	ND ... NORTH DAKOTA	VA ... VIRGINIA
IA ... IOWA	NE ... NEBRASKA	VI ... VIRGIN ISLANDS
ID ... IDAHO	NH ... NEW HAMPSHIRE	VT ... VERMONT
IL ... ILLINOIS	NJ ... NEW JERSEY	WA ... WASHINGTON
IN ... INDIANA	NM ... NEW MEXICO	WI ... WISCONSIN
KS ... KANSAS	NV ... NEVADA	WV ... WEST VIRGINIA
	NY ... NEW YORK	WY ... WYOMING

Dominion of Canada

Where two-letter abbreviations of provinces located within the DOMINION OF CANADA are used in this tariff, or tariffs, contracts or transportation agreements making reference to this tariff as a governing publication, the abbreviations will be explained as follows:

AB ... ALBERTA	NS... NOVA SCOTIA	PE... PRINCE EDWARD ISLAND
BC ... BRITISH COLUMBIA	NT ... NORTHWEST TERRITORIES	QC ... QUEBEC
MB ... MANITOBA		SK ... SASKATCHEWAN
NB ... NEW BRUNSWICK	NU ... NUNAVUT	YT ... YUKON
NL ... NEWFOUNDLAND, LABRADOR	ON ... ONTARIO	

Dominion of Mexico

Where two-letter abbreviations located within the DOMINION OF MEXICO are used in this tariff, or tariffs, contracts or transportation agreements making reference to this tariff as a governing publication, the abbreviations will be explained as follows:

AG ... AGUASCALIENTES	GJ ... GUANAJUATO	QR ... QUINTANA ROO
BJ ... BAJA CALIFORNIA NORTE	GR ... GUERRERO	SI ... SINALOA
BS ... BAJA CALIFORNIA SUR	HG ... HIDALGO	SL ... SAN LUIS POTOSI
CH ... CHIAPAS	JA ... JALISCO	SO ... SONORA
CI ... CHIHUAHUA	MH ... MICHAOACAN	TA ... TABASCO

CL ... COLIMA	MR ... MORELOS	TL ... TLAXCALA
CP ... CAMPECHE	NA ... NAYARIT	TM ... TAMAULIPAS
CU ... COAHUILA	NL ... NUEVO LEON	VL ... VERACRUZ
DF ... DISTRITO FEDERAL	OA ... OAXACO	YC ... YUCATAN
DG ... DURANGO	PU ... PUEBLA	ZT ... ZACATECAS
EM ... ESTADO DE MEXICO	QA ... QUERETARO	

Additional Abbreviations

Additional abbreviations used in this tariff, or tariffs, contracts or transportation agreements making reference to this tariff as a governing publication, the abbreviations will be explained as follows:

AACT AAA Cooper Transportation	MT or Mt Mount
AFB Air Force Base	MW Minimum Weight in pounds, except as otherwise provided
a/k/a (aka) ... Also known as	MX Mexico
AQ Any Quantity	N North
ATA American Trucking Associations, Inc.	NMF (NMFC) .. National Motor Freight Classification
Auth Authority	NMFTA (NMF) ... National Motor Freight Traffic Association, Inc.
C Denotes hundred pounds	NO Number
CN Canada	NOS Numbers
c/o Care of	NOI Not otherwise more specifically described in NMFC
COD Collect on Delivery	Oz Ounce
Col Column	Par Parish
Conc Concluded	PCF Per Cubic Foot
Cont Continued	S South
CR Certificate of Registration	Sec Section
Cwt Per 100 pounds	SMC Southern Motor Carriers
Cy County	SPLC Standard Point Location Code
d/b/a (dba) ... Doing business as	STB Surface Transportation Board
Dkt Docket	SU Set-Up
DOT Department of Transportation	Sup Supplement
E East	SIC Shipper Load and Count
HGB Household Goods Carriers Bureau	STC. Said to contain
Hwy Highway	Thru Through
Jct Junction	TL Truckload
KD Knocked down	UTC.....Unable to count
KDF Knocked down flat	Viz Namely
LTL Less than truckload	VMW.....Volume Minimum Weight in pounds, except as otherwise provided
M Denotes thousand pounds	VOL Volume
MC Minimum Charge	W.....West
M.C.C. (MCC).....Motor Common Carrier	@.....Addition
MF Motor Freight	<... Denotes Reduction
Min Minimum	
Vol min wt..... Volume minimum weight	
Wt Weight	
> Denotes Increase	
? Denotes No Change	

End Item 125

Allowance, Incentive and Off-Bill Discount Programs	ITEM 130
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1. Allowance or incentive discount payments will not be made if the volume of business is insufficient to earn a payment of \$150.00 or more in a month.
2. Each period will be calculated separately and may not be accumulated to meet the minimum payment requirement.
3. Failure to meet the minimum payment requirement of \$150.00 per month for three (3) consecutive months will render the program inapplicable and subject to cancellation.
4. Allowances or incentives will not be paid until the freight bill has been paid in full. This provision will not apply when the allowance or incentive is intended solely as compensation for services rendered to AACT.
5. Allowance or incentive payments for accounts not within acceptable credit limits at the time such payment is due may be withheld until the account is made current.
6. Allowance or incentives will not apply to fuel, accessorial charges, they will not include interline shipments nor volume quoted shipments. Calculated incentive or allowances will not fall below the applicable absolute minimum charge in effect.

End Item 130

Payment of Accessorial Service Charges**ITEM 135**

Charges published in AACT Tariff 190 Rules are, by default, the responsibility of the party that is the payor of the freight charges. Additional services not initially requested at time of pickup may require written authorization in order to be provided. If additional services are requested, the requesting party may be required to pay for such services prior to the execution of such, depending on whether or not prior and appropriate credit for such is available.

In the event a request is made on the BOL that prior approval for additional services must be provided before payor will agree to such, AACT will attempt to obtain such approval as requested. Pertinent information such as contact name and phone number must be provided on BOL in order for the request to be valid. If such a shipment is undeliverable due to approval not being given, additional charges for notify, redelivery, storage and any other charges applicable may be assessed by AACT as well.

End Item 135

Application of Tariff AACT 705 (Import/Export Density)**ITEM 140**

1. AACT 705 provides rates per cubic foot applicable on import and/or export shipments.
2. AACT 705 series (Import/Export Density Tariff) applies only for the account of acknowledged participants. Participation in this tariff may be established by contacting:
AAA COOPER TRANSPORTATION, INTERNATIONAL DEPARTMENT

End Item 140

Application of Classes (Exception to NMFC Item 171)**ITEM 171**

The provisions of NMFC Item 171, Artificial Construction of Density to obtain a Lower Class (Bumping), will not apply when the applicable pricing program provides for a Class Exception or Freight All Kinds (FAK) class.

End Item 171

Application of Fuel Surcharge**ITEM 180-10**

Except as otherwise specifically provided, all charges for line haul transportation resulting from rates and/or charges, named in this tariff or other tariffs, contracts or transportation agreements referring hereto for governing provisions, will be subject to a Fuel Surcharge, as follows:

- a) Fuel Surcharge on net line haul charge will be determined by the U. S. National Average On-highway Diesel Price as provided by the U. S. Department of Energy (D.O.E.).
- b) The applicable Fuel Surcharge will be adjusted up or down on WEDNESDAY of each week using the D.O.E. U.S. On-highway National Average Diesel Price announced on the previous Monday.

EXAMPLE: The D.O.E. U.S. On-highway National Average Diesel Price announced on MONDAY, 4-7-2003, will be used to determine the Fuel Surcharge effective on WEDNESDAY, 4-9-2003.

Table with 8 columns: When D.O.E. US National Average On-Highway Diesel Average is, The Fuel Surcharge will be (LTL, TL), and four data columns (From, To, LTL, TL) for each of the 8 categories.

NOTE A Subject to a Minimum Surcharge of \$1.00 per shipment.

NOTE B In the event the price per gallon for fuel reaches 428 cents per gallon, the Fuel Surcharge would be increased .06% for LTL and 0.12% for TL for each incremental increase of 1 cents, beginning at 428 cents per gallon.

NOTE C Truckload fuel surcharge will apply when:

- 1. Rates are stated as Per Truckload or Per Vehicle.
2. Actual or rated weight is 20,000 pounds or greater.
3. Capacity Exceeds 24 linear feet of the trailer
4. Any shipment in which at least one piece of the shipment is 24 ft or greater in length.
5. Subject to Capacity Load or Exclusive Use of Vehicle provisions.

End Item 180-10

Interpretation of Tariff**ITEM 190**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of AACT (titled Vice President or higher). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

End Item 190

Charge for Returned Checks**ITEM 200**

An additional charge will be assessed against the customer's account for checks returned to AACT for non-payment due to insufficient funds.

Charge per returned check =\$ 57.75

End Item 200

Collection of Freight Charges**ITEM 210**

1. Except as otherwise provided, freight charges must be paid within 15 calendar days.
2. Any freight bill not paid within 60 calendar days of the ship date will be assessed liquidated damages of 35% of the unpaid receivable.
3. All actions or proceedings instituted by AACT for the collection of freight charges owed by shipper, consignor, consignee, or third party involved in the movement who has failed to pay such charges within 15 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a court of competent jurisdiction in the State of Alabama, or where the debtor resides (at the option of AACT). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.
4. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.
5. Customer agrees that it assumes the risk of nonpayment for freight charges for shipments handled through third parties and brokers and will pay freight charges twice in the event the third party or broker fails to pay freight charges to AACT.
6. Carrier has a lien on freight in its possession for the total amount owed to Carrier by the Debtor for freight, accessorial, and other charges (including charges assessed by virtue of this item 210 sub 2) accrued on freight previously delivered by Carrier. Carrier may convert any such freight in its possession and subject to its lien to "on hand freight." On Hand Freight may be placed in storage, with Debtor being responsible for all storage charges. Carrier's liability for loss or damage for on hand freight shall be that of a warehouseman. Carrier shall notify Debtor of the conversion to on hand freight and request all amounts owed. If Debtor has not made full payment within 10 days of the second notice, Carrier may sell on hand freight in any commercially reasonable manner it chooses, and apply amounts recovered in the following priority: (1) to costs related to the sale; (2) storage charges; and (3) to the amounts owed by Debtor.

End Item 210

Advancing Charges**ITEM 300**

1. Charges that are incidental to the transportation of the shipment are the only charges that will be advanced to shippers, owners, consignees or agents. The nature of the charges must be stated on the Bill of Lading at the time of shipment.
2. The charge for collecting and/or remitting charges advanced by AACT will be 7.5% of the amount to be collected, subject to a minimum charge of \$78.75. There will be no maximum charge.
3. This item does not include the advancing of broker's fees on IN-BOND shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

End Item 300

Authority**ITEM 320**

ONLY AACT officials or personnel authorized to do so by the carrier are empowered to enter into agreements or alter existing agreements. Authorized officials are AACT personnel with the title of Vice President or higher. Terminal managers are not authorized personnel. Drivers employed or hired by AACT are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading issued by the shipper is signed for by the carrier's driver or other unauthorized person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by AACT. AACT drivers are not authorized to accept freight for which nonrecourse language is included.

End Item 320

Brokerage**ITEM 340**

AACT has freight brokerage authority from the FMCSA, DOT # 92261, MC 055889. AACT reserves the right to provide transportation service through its brokerage, rather than acting as motor carrier. In the event AACT chooses to handle the shipment as a broker, AACT's liability and obligations shall be as a broker and not a carrier.

End Item 340

Bills of Lading**ITEM 360**Section I – Consolidation

When AACT receives two (2) or more shipments from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, AACT, at its option, may combine the Bills of Lading for all such shipments into a Master Bill of Lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations and charges that would apply if they had all been tendered to the carrier as a single shipment.

Section II – Corrected

1. Corrected Bills of Lading or other instructions to change the freight charges collection

status from prepaid to collect will not be accepted after the shipment has been delivered.

2. A corrected Bill of Lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected Bill of lading has been signed. If the corrected Bill of Lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within the prescribed credit guidelines.
3. A request to change the original freight charges collection status from collect to prepaid will require a corrected Bill of Lading from the shipper and the shipper must have established credit with AACT.
4. Any change in collection status will not be permitted after payment has been received.
5. A charge of \$32.00 will be assessed against the party requesting the change of Payor for processing the correction. A request to change the collection status may be submitted by the shipper on the shipper's letterhead in lieu of a corrected Bill of Lading, subject to all other provisions of this item. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected Bill of Lading.
6. Corrected Bills of Lading changing the description, density or weight of commodities in a shipment will not be accepted by AACT without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected Bill of Lading. In the event the description, density or weight of the commodities is a shipment is accepted, a fee of \$32.00 will be assessed against the party requesting the change. AACT reserves the right to refuse corrections where the validity of the correction information has not been verified to the satisfaction of AACT, or where execution of the correction request would violate laws, rules or regulations.

Section III – Export Shipments

Shipments for Export should have the notation "FOR EXPORT" entered on the Bill of Lading.

End Item 360

Bills of Lading, Straight – Contract Terms and Conditions	ITEM 360-100
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1. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Series Item 365 "Uniform Bill of Lading" in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. NO other person(s) is authorized. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of the freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.
2. Reference made to Tariffs, Pricing Response Letters, or Pricing Agreements means any document pertaining to the agreed upon pricing between AAA Cooper and the customer. Such agreements shall be available to customers on request to the extent that they apply to the customer.

End Item 360-100

Blind Shipments

ITEM 370

A blind shipment is when a third party controls the movement of the freight but does not want the shipper or consignee to know the name of the other. The following conditions will apply to blind shipments when via AACT:

- A. Two bills of lading are required and both must be prepaid. Conditions outlined here must be given to AACT prior to the shipment being tendered for transportation. If the Letter of Authority is not received by AACT prior to pickup, the request will be handled as "Reconsignment or Diversion" as provided in Item 820 of AACT Tariff 190 Rules.
 - a) The original bill of lading from the shipper must show the actual shipper name, address, city, state and zip code consigned to the AACT terminal serving the shipper.
 - b) The corrected bill of lading will identify AAA Cooper as the shipper with the shipper's city, state and zip code and the actual consignee name and address. The corrected bill of lading must reflect a Third Party; which must have established credit with AAA Cooper. A letter of authority requesting the change must be sent to AACT.
 - c) The invoice is generated from the Corrected bill of lading.
 - d) Nonrecourse section of bill of lading cannot be signed.
 - e) The freight bill will reference the corrected bill of lading information and the original bill of lading freight bill number.
 - f) AAA Cooper Transportation will not ensure the confidentiality of the transaction.
- B. The charge for this service will be \$89.25 in conjunction with all other applicable charges.
 - a) AACT must be satisfied that the requestor has the legal authority to divert the shipment.
 - b) Charges for "Marking or Tagging" as published in Item 580 of AACT Tariff 190 Rules will not apply.
 - c) AACT will make a diligent effort to execute a request for Blind Shipment, but will not be responsible if such service is not effected.

End Item 370

Capacity Loads – Minimum Charge Definition

ITEM 390

1. The term "CAPACITY LOAD" or "LOADED FULL VISIBLE CAPACITY" refers to the extent to which a 28-foot-long trailer (or "trailer") is loaded with freight, shall mean a shipment:
 - a. That the quantity of freight, which because of unusual shape or dimensions, or because of necessity, or segregation from other freight, requires the full capacity of trailer; or,
 - b. That the quantity of freight which, in the manner loaded, so fills a trailer that no additional article, in that shipping form tendered, identical in size to the largest article in the shipment, can be loaded in the trailer regardless of whether another article is tendered for loading as part of the same shipment; or,
 - c. That the quantity of freight greater than or equal to 20,000 pounds, regardless of linear feet or cubic capacity taken up; or,
 - d. That the quantity of freight which, in the manner loaded, so fills 20 linear feet or greater of the trailer.
2. Any shipments meeting the definition of CAPACITY LOAD under this item shall be subject to the following minimum charges, which does not supersede or otherwise reduce applicable rates or charges.
 - a. For Direct Service Areas..... 12,000 pounds of Class 125 freight at Default Rates
 - b. For Non-Direct Service Areas..... 15,000 pounds of Class 125 freight at 80% discount, current AACT 501.

Default Rates, per this item, shall be those rates available to shippers available through www.aacooper.com. Default Rates are based on various discount and minimum charges levels,

applying current AAA Cooper 501 tariff.

3. Shipments that may not be loaded on a single 28-foot-long trailer, due to freight characteristics or legal constraints, shall be subject to apportionment. The portion in excess, or overflowing the trailer, will be rated and transported under applicable rules of this rules tariff, as a separate shipment.
4. Truckload fuel from Item 180-10 will be applied to Capacity Load Minimum shipments.

End Item 390

Collect on Delivery (COD) Shipments ITEM 430

Unless otherwise provided, collect on delivery (COD) shipments, subject to a maximum COD amount of \$20,000.00, will be accepted subject to provisions and charges listed below in 1 thru 11. If AACT inadvertently accepts a COD shipment with a COD amount greater than \$20,000.00 the shipment may be returned to shipper or AACT liability will not exceed \$20,000.00.

1. Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form", or "Straight" Bill of Lading forms as shown in the NMFC. The letters "COD" must be stamped, typed or written on all such Bills of Lading immediately before the name of consignee; OR, stamped or printed across the face of the Bill of Lading in letters at least one (1) inch in height. Only one "COD" amount may be shown and may not be subject to change dependent upon time or conditions of payment. The Bill of Lading must indicate the following information:

Collect on Delivery, \$ and
 Remit to: Street:
 City/State:
 Zip:
 Fee for collecting and remitting to be: Prepaid { } Collect { }

2. Each package must indicate the letters COD, along with the name and address of consignor and consignee.
3. COD packages and other than COD packages will not be accepted on the same Bill of Lading.
4. The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee. If for any reason, COD payment is refused by the consignee, AACT is responsible only for the disposition of the shipment in accordance with the Bill of Lading contract. AACT is not responsible to seek or remit the COD amount to the consignor or owner of the goods.
5. All freight and other applicable charges due AACT should be paid separately and not included in the checks made payable to the consignor for the COD amount.
6. Only the following forms of payment will be accepted in payment of COD amounts:
 - a. Cash, up to a maximum of \$250.00.
 - b. Cashier’s Check.
 - c. Company or personal check of the consignee when so authorized in writing or by endorsement on the Bill of Lading.

Regardless of the form of payment, it will be accepted at shipper’s risk including, but not limited to, the risk of non-payment and forgery. AACT will not be liable for accepting a facially valid form of payment and will not be obligated to verify the payment instrument.

- 7. All checks for COD amounts shall be made payable to the consignor. AACT will accept such checks only as the agent of the consignor and our responsibility is limited to the exercise of due care and diligence in forwarding such checks to the consignor.
- 8. The fee for collecting and remitting each COD bill will be 7.5% of the COD amount, subject to:
 Minimum charge per shipment \$78.75
 Maximum charge per shipment no limit
 The fee for collecting and remitting each COD will be collected from the consignee unless otherwise indicated on the Bill of Lading.
- 9. AACT will accept only written instructions from the shipper to return the shipment or increase reduce or cancel the COD amount subject to an additional charge of \$78.75.

AACT will upon written authorization from the shipper change the form of payment of COD amounts to accept consignee’s personal check when such form of payment was not originally authorized subject to an additional charge of \$78.75.

AACT does not obligate itself to effect the changes but upon request a reasonable effort will be made. If request to change form of payment is received after the shipment has been tendered for delivery and refused by the consignee, redelivery charges will also apply. The consignor must guarantee payment of these charges.

- 10. AACT will not be liable for the collection of the COD amount when the shipper fails to mark the Bill of Lading and Packages in compliance with Paragraphs 1 and 2 of this item, or when AACT inadvertently fails to collect the proper COD amount and the shipper files no claim in writing within 30 days of the shipment’s delivery.
- 11. AACT may choose to contact the consignee of a COD shipment prior to attempting delivery in order to ensure proper payment will be available. Notification charges are included in the COD fee however charges or fees related to re-delivery, storage or other required services are not included in the COD fee.

End Item 430

Control and Exclusive Use of Vehicle Service	ITEM 470
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- 1. AACT can provide dedicated transportation of commodities so that a shipment is the only one on the trailer.
- 2. To request "Exclusive Use" Service the customer should provide AACT with a written request or make the request on the Bill of Lading at the time of shipment. A request not to break the seal or not to co-load additional freight will be considered as a request for "Exclusive Use" Service.
- 3. If the lock or seal must be removed from the vehicle it will be immediately resealed or relocked and the new lock or seal number will be indicated on the accompanying papers along with the reason for its removal.
- 4. When a request for "Exclusive Use" service is made after the shipment has been received, AACT will make every effort to intercept the shipment and convert it to "Exclusive Use" Service over as much of the route as possible. A written request will be considered part of the Bill of Lading contract.
- 5. "Exclusive Use" Service cannot be provided for split pickup, split deliveries or stop-in-transit shipments.

6. A customer needing "Exclusive Use" service should contact AAA Cooper's Transportation Department at 334-671-8251 or 800-633-7571, extension 8251. Charge for the service shall be determined and quoted based on the handling characteristics of the shipment and requirements of the shipper.

In the event an "Exclusive Use" shipment is tendered to AACT without receiving a quote prior to shipping, the shipment will be rated at class 50, a 0% discount, and 40,000 lbs from the origin zip code to the destination zip code.

7. Charges for "Exclusive Use" Service are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation on the Bill of Lading (Section 7) may not be executed.

End Item 470

Customs or In-Bond Freight

ITEM 480

1. Shipments moving under United States Customs Bond for U.S. Customs clearance will be subject to the following additional charges:
 Charge per shipment \$110.25
 Courier Service charge \$55.00
2. Line haul charges on shipments requiring U.S. Customs clearance at a point, other than the final destination, will be assessed on a combination of rates and charges over the point of U.S. Customs clearance. Combination of rates and charges will not be assessed when the ultimate consignee is located at the point of U.S. Customs clearance.
3. Freight moving In-Bond may not be included in the same shipment on the same Bill of Lading with freight not moving In-Bond.
4. Shipments awaiting U.S. Customs clearance will be subject to Detention Charges or Storage Charges. See ITEM 500 (DETENTION--TRAILER WITH TRACTOR); or ITEM 910 (STORAGE SERVICE)

Any Detention or Storage Charges will be assessed against the shipper on Export shipments and against the consignee on Import shipments. For the purpose of applying Storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs Inspection will constitute tender of shipment for delivery.

5. Each I.T. Permit (Immediate Transportation Permit) issued for movement of an In-Bond shipment will be considered as a separate shipment, and must be accompanied by one Bill of Lading and Shipping Order.
6. Shipments tendered in a vehicle sealed by or at the request of the shipper, or as required by competent authority, will be assessed on the basis of full visible capacity. Shipments cleared in route by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
7. When it is necessary to purchase and apply "High Security Seals" for shipments moving under U.S. Customs Bond, a charge will be assessed for each seal of \$55.00.
8. "Proof of Export" must be provided on any In-bond shipment after delivery. This proof may come in the form of an ocean bill or air waybill.

End Item 480

Delivery Service - Unattended**ITEM 482**

Unattended delivery service means delivery of a shipment without receipt from the consignee and will be performed only when requested by the shipper. The shipper's Bill of Lading must indicate "Deliver without receipt from consignee". Such deliveries will be at shipper's risk and AACT shall have no liability for loss or damage to such shipments after delivery. All freight charges must be fully prepaid.

End Item 482

Pick Up or Delivery Service after Business Hours**ITEM 485**

An additional charge of \$113.55 per hour, subject to a minimum charge of \$255.00 per shipment will apply when delivery is required to be made between the hours of 6:00 P.M. and 6:00 A.M. Time for calculating the applicable charges will be from the time driver departs from AACT terminal facility until the time driver returns to AACT terminal facility. Service is applicable to Metro areas only.

End Item 485

Density – Method of Determining**ITEM 490**

Where rates are applicable according to the density of article(s) as tendered for a shipment. The cube shall be determined by multiplying the greatest straight-line dimensions of length, width and height in inches, including all projections, and dividing the total by 1728 cubic inches. The density shall be determined by dividing the weight of each handling unit by the handling unit cube. Unless otherwise provided, where a shipment consists of multiple handling units the density shall be calculated on each handling unit, except where the bill of lading identifies only a total weight for all handling units, in this case density may be calculated by using the total shipment weight and total shipment cube.

1. Vertical dimension of a handling unit of 96 inches shall be used in determining cube of any handling unit where other freight cannot be loaded because of:
 - a) The nature of the article; or
 - b) Packaging or lack of packaging used; or
 - c) Palletization in "pyramided", "rounded off" or "topped off" manner; or
 - d) Specific instructions by the shipper on the bill of lading, or by the consignee, to the effect that no other freight is to be loaded on top of the article; or
 - e) Articles equal or greater than 52 inches will be measured at 96 inches
2. Width dimension of an article equal to or greater than 52 inches, will be calculated as having a width of 96 inches.

Shipments that are loaded in such a manner that determining the total cube of each package or handling unit is impractical, or shipments tendered in such a manner they cannot be transferred, will have the cubic feet calculated on the basis of linear feet of trailer occupied, multiplied by 96 inches in height and 96 inches in width.

End Item 490

Density – Multiple commodities

ITEM 491

1. The provision of Item 640 of NMFC 100 does not apply
2. Unless otherwise provided, a single shipment which consists of articles subject to two or more commodity descriptions which are not accurately identified on the Bill of Lading will be rated using the class shown in the table below based on the density of the total shipment.

Density (PCF)	Class
Less than 1	Class 400
1 but less than 2	Class 300
2 but less than 4	Class 250
4 but less than 6	Class 150
6 but less than 8	Class 125
8 but less than 10	Class 100
10 but less than 12	Class 92.5
12 but less than 15	Class 85
15 but less than 22.5	Class 70
22.5 but less than 30	Class 65
30 or greater	Class 60

3. When properly describing commodity(s) contained in a shipment, customers may separate a line item description on the Bill of Lading for the pallets, platform, racks or skids. The charge for the pallets, platform, racks or skids will be at the rate provided for the actual commodity description for the pallets, platform, racks or skids.
4. Where articles are unitized with pallets, platform, racks or skids constitutes the shipping package, or a part thereof and shall be included in the calculation of the density.

End Item 491

Detention – Trailer with Tractor

ITEM 500

1. Detention applies when trailers with tractors or power units are delayed or detained either on the premises of the shipper or consignee, or as close thereto as conditions will permit, through no fault of AACT.
2. If the loading or unloading of freight is delayed beyond the free time shown in Paragraph "3", a charge for the time beyond free time will be assessed, as follows:

Charge per 15 minutes, or fraction thereof, for time beyond free time ... \$26.50

3. Free time for loading or unloading of freight:

----- ACTUAL WEIGHT IN POUNDS -----	FREE TIME IN MINUTES
Less than or equal 2,500	15
2,501 - 5,000	30

5,001 - 7,500	60
7,501 - 10,000	90
10,001 or more	120

4. Free time will begin when driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time will end on completion of loading or unloading and receipt by the driver of a signed Bill of Lading or Receipt of Delivery.
5. When loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to the AACT terminal. That portion of the shipment in possession of AACT is subject to Storage Charges. The portion of the shipment that is redelivered is subject to Redelivery Charges. (See ITEM 830 (REDELIVERY))
6. In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Where either a single shipment or multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.
7. Arrival and departure times are not required to be noted on the delivery receipt. Documentation from internal electronic driver card system will be provided to the party paying the detention charges, at the respective party's request.

End Item 500

Detention – Trailer without Tractor	ITEM 501
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1. Detention applies when trailers without tractors or power units are delayed or detained either on the premises of the shipper or consignee, or as close thereto as conditions will permit.
2. The responsibility of AACT for safeguarding shipments in spotted trailers will begin when loading has been completed and AACT takes possession of the trailer.
3. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
4. Charges for detention of trailers without tractor or power unit will be as follows:

Each of the 1st, 2nd and 3rd 24 hour periods, or fraction thereof.....\$48.50
 Each of the 4th, 5th and 6th 24 hour periods, or fraction thereof.....\$69.50
 7th and each succeeding 24 hour period, or fraction thereof.....\$84.00

End Item 501

Dropped Trailers	ITEM 505
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AACT may, for the convenience of its customers, drop trailers at a designated location. AACT's customer assumes responsibility for loss of damage to such trailers until such time as AACT accepts the freight tendered on the dropped trailer. AACT has no liability for loss or damage to freight on a dropped trailer until such time as AACT is able to verify condition and count of freight. AACT will have 24 hours from time of 1st available inspection to give notification to shipper.

End Item 505

Excessive Length

ITEM 510

Shipments containing one or more articles that are equal to or greater than 8 feet in length will be subject to additional charges as follows:

Equal to or greater than 8 feet but less than 12 feet	\$40.00
Equal to or greater than 12 feet but less than 20 feet	\$85.00
Equal to or greater than 20 feet but less than 28 feet	\$210.00
Equal to or greater than 28 feet	\$525.00

Shipments containing any article 8 feet or greater are not subject to standard transit times. Shipments containing any article 24 feet or greater are subject to the truckload fuel surcharge provisions. Any shipment greater than 27 feet must receive prior approval from management before pickup.

Carriers liability for any articles 8 feet or greater shall not exceed \$.50 per pound. This clause is also contained in Item 570 of this tariff.

End Item 510

Exempt Commodities, Classification of

ITEM 550

- Commodities with a Classification Rating of "Exempt" in the NMFC 100 series, will be rated using the following Class Rating based on the density of the commodity as tender for shipment:

DENSITY OF SHIPMENT IN POUNDS PER CUBIC FOOT		SHIPMENT WILL BE RATED AT CLASS	DENSITY OF SHIPMENT IN POUNDS PER CUBIC FOOT		SHIPMENT WILL BE RATED AT CLASS
GREATER THAN	LESS THAN		GREATER THAN	LESS THAN	
0.0	1.0	500	9.0	10.5	100
1.0	2.0	400	10.5	12.0	92.5
2.0	3.0	300	12.0	13.5	85
3.0	4.0	250	13.5	15.0	77.5
4.0	5.0	200	15.0	22.5	70
5.0	6.0	175	22.5	30.0	65
6.0	7.0	150	30.0	35.0	60
7.0	8.0	125	35.0	50.0	55
8.0	9.0	110	50.0 or greater		50

- For method of determining density, see Item 490.

End Item 550

Extra Labor

ITEM 560

- Under normal conditions only one man per vehicle is provided. However, if additional assistance is needed to load or unload the freight, extra labor can be provided (subject to availability) to assist in loading, unloading or transferring freight.
- The following charges will apply for extra labor:
 For 3 hours or less (Per Extra Man).....\$291.00
 Each additional hour in excess of 3 hours (Per Extra Man, Per Hour) \$121.25
- Time spent by extra labor will be computed from the time the extra labor arrives at the work location until the loading or unloading is completed. The charges will be paid by the shipper if extra labor is used for loading, and by the consignee if the extra labor is used

for unloading.

End Item 560

Handling Freight at Positions Not Immediately Adjacent to Vehicle ITEM 566

(INSIDE PICKUP OR DELIVERY)

1. When requested by shipper or consignee, and carrier’s operating conditions permit, AACT may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (PICKUP OR DELIVERY SERVICE).
2. Service under this item will be provided to floors above or below the level accessible to the AACT vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to AACT.
3. Freight shall be deemed to be immediately adjacent to a space suitable for AACT to place a vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
4. If a parking space, suitable for AACT to place its vehicle for loading or unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
5. Once the AACT driver is inside the business, warehouse, etc. the shipment(s) will be placed at a point far enough away from the door to place the entire shipment(s) inside out of the weather.
6. The charges for moving a shipment from or to a position beyond the immediately adjacent loading or unloading position (Inside Pickup or Delivery Service) will be as follows:
 - Charge Per 100 Pounds..... \$6.40
 - Minimum Charge Per Shipment.....\$89.25
 - Maximum Charge Per Shipment or Per Vehicle..... \$787.50

End Item 566

Hazardous Materials ITEM 567

AACT will accept shipments of hazardous materials, except as indicated below, for transportation in accordance with transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions: (See NOTE A)

1. Shipments of hazardous wastes; hazardous substances for disposal, and other forbidden freight listed in section III, Item 780 of this tariff will not be accepted for transportation.
2. If the carrier is required to transport a shipment via a route that exceeds 115% of the carrier’s normal route of movement from origin to destination, the distance in excess of 115% will be charged for at a rate per mile of \$5.00.
3. When special permits authorizing the transportation of specific shipments of hazardous materials are required by Federal, State or Local regulations, the purchase cost of such permits, plus a service charge per permit per state of \$45.20, in which a permit is procured shall be collected from the shipper or the party requesting movement of the shipment. Evidence of payment of all permit charges shall be furnished by the carrier to the shipper or

the party requesting movement of the shipment upon request.

4. Any notation on the Bill of Lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require "Exclusive Use of Vehicle" service in accordance with provisions of Item 470.
5. Shipments containing Hazardous Materials, as described in provisions of Department of Transportation Regulations, including Title 49 Code of Federal Regulations, Parts 100 thru 180, will be subject to a handling charge stated below and shall be in addition to all other applicable charges.

Charge Per 100 Pounds.....	\$.50
Minimum Charge Per Shipment.....	\$19.50
Maximum Charge Per Shipment or Per Vehicle.....	\$95.50

NOTE A-- Nothing in this rule shall obligate carriers to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.

End Item 567

Gross Weight and Dunnage	ITEM 568
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1. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
2. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, shall be excluded from the gross weight.
3. Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect or make shipments subject to other than LTL classes or rates secure for transportation, must be furnished and installed by the carrier subject to the following provisions:
 - (a) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
 - (b) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$40.45 per hour or fraction thereof, for each man.

End Item 568

Limited Liability and Full Value Coverage, Cargo Loss or Damage	ITEM 570
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PART I -- CARRIER LIABILITY

1. Carrier Liability shall be determined under the Carmack Amendment, 49 USC 14706. The Carmack Amendment shall govern all claims, including intrastate shipments.
2. The following are defenses to claims for delay, loss or damage to freight:
 - a. Act of God
 - b. Act of Public Enemy
 - c. Riots
 - d. Strikes

- e. Other labor or work stoppages or labor unrest
 - f. Act of Public Authority
 - g. Act of Shipper
 - h. Inherent Vice of Goods
3. Carrier shall not be responsible for special or consequential damage.
 4. The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.
 5. Consignee shall have a duty to accept the freight unless the goods are worthless.
 6. When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.
 7. Carrier shall not be liable for damage caused by temperature unless temperature controlled service is requested (See Item 790).
 8. The party asserting the claim has a duty to mitigate the claim by salvaging the damaged goods.
 9. Packaging must meet NMFC standards. Failure to meet NMFC standards is considered to be an Act of Shipper as set forth in 2. above.
 10. When shipments are tendered to carrier and are signed for as "____" wrapped skids, when shipment is delivered in tact where the original wrap has not been broken, carrier will assume no liability for loss or damage discovered therein either at delivery or after delivery has been performed.

PART II – CLAIMS PROCEDURES

1. Claims shall be processed pursuant to 49 CFR 370.
2. Claims must be filed within 9 months of delivery or within 9 months of when the goods should have been delivered in the case of lost goods.
3. Lawsuit must be filed within 2 years and a day of the denial of the claim.
4. Claims must be (1) in writing; (2) identify the shipment; (3) set forth the amount of damage in a discernible amount (claims "in excess of \$100" are not acceptable).
5. A claim is deemed denied if it is declined to any extent.
6. The party asserting the claim must preserve damaged freight so that it may be inspected by Carrier.
7. For purposes of filing a claim, only the weight of the damaged or lost freight shall be considered.
8. A broker or third party logistics company shall act as agent of the shipper for purposes of agreeing to and binding shipper for released rates.
9. When freight is shipped inbound collect, AACT's limitation of liability applies, even though the consignee has not seen the bill of lading. In this situation, the Consignor is deemed the agent of the consignee for purposes of freight arrangements.

PART III -- LIMITATION OF CARRIER’S LIABILITY

(See NOTES A and B)

1. Except as otherwise provided, AACT maximum liability for cargo loss or damage shall be limited as follows (in the event more than one limit of liability rule may apply to a shipment, the rule with the lesser maximum limit of liability will apply):
 - a. AACT’s maximum liability on shipments subject to Pallet Rates, Spot Quote, Flat Rate or Volume/Truckload charges published in Tariff AACT 200 series and Per Pallet Rates will be:
 - 1) Per Pound per package \$2.00
 - 2) Maximum per shipment \$20,000.00
 - a. Unless otherwise provided, AACT’s maximum liability per pound per package will be the lesser of the following not to exceed \$50,000.00 per shipment (whichever is less):
 - 1) Actual invoice value;
 - 2) Limited liability provisions shown on the bill of lading;
 - 3) Applicable Released Value or Actual Value liability provisions of STB NMF 100 series;
 - Or
 - 4) As shown in the table below which shall be arrived at by determining the Rated Class of the articles as published in STB NMF 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment. AACT maximum liability will be that which is shown in Column B opposite the class shown in Column A.

COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY	COLUMN A CLASS	COLUMN B MAXIMUM LIABILITY
50	\$.99	85	\$8.55	175	\$16.05
55	\$1.98	92.5	\$9.80	200	\$17.30
60	\$2.35	100	\$11.05	250	\$20.00
65	\$3.92	110	\$12.30	300	\$20.00
70	\$5.50	125	\$13.55	400	\$20.00
77.5	\$7.25	150	\$14.80	500	\$20.00

2. Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper requests "Full Value Coverage". (See PART VI of this item)
3. Shipments inadvertently accepted with an invoice value or declared value shown on the bill of lading will be subject to: 1. The application of "Full Value Coverage" rates through a 3rd party liability company without the consent of the customer. The payor of the freight charges will be responsible for the additional charges to add "Full Value Coverage"; or 2. If "Full Value Coverage" is not added at the time of billing, the limit of liability for that shipment will be based on the liability limitations as can be found above in Item 570 or customer specific pricing agreement.
4. On shipments handled by AACT in connection with another carrier (either Motor; Water or Rail), the lesser of either carrier’s maximum liability provisions will apply. FOR EXAMPLE: If the other carrier’s maximum liability on a specific shipment is \$5.00 per pound per package and AAA Cooper Transportation’s maximum liability is \$9.80 per pound per package, the maximum liability of the other carrier and/or AACT will be \$5.00 per pound per package.
5. If the 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 that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest

value of any commodity contained in the shipment.

6. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMF 100 series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of AACT will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.
7. Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum of \$10,000.00 per shipment.
8. Liability for loss, damage or destruction of Live Plants and/or Perishable Goods will be \$.10 per pound subject to a maximum amount of \$10,000.00 per shipment.
9. Liability for loss, damage or destruction of the following commodities shall be limited to \$2.00 per pound per package subject to a maximum amount of \$50,000.00 per shipment:
 - a. Cigarettes, Cigars and Smokeless Tobacco;
 - b. Plasma, Projection, LCD and any other Television product;
 - c. Metal Filing Cabinets, Metal Tool Boxes on wheels, Pet Carriers, Metal Partitions and Shelving;
 - d. Surfboards, Canoes and Kayaks;
 - e. Wheels, chrome, magnesium, aluminum, or other than steel;
 - f. Ladders;
 - g. HVAC and Air Conditioning units not completely enclosed with appropriate packaging
 - h. Photo Copying Machines (copiers)
 - i. Aircraft Parts
 - j. Items contained in NMFC 116030
10. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by AACT from the original shipper, will be limited to lost freight only and AACT will not be responsible for damages.
11. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by AACT from the original shipper and delivered without exception, when AACT is not given an opportunity to inspect prior to return, will be limited to lost freight only and AACT will not be responsible for damages.
12. Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, will be subject to a maximum liability of \$0.10 per pound subject to a maximum of \$10,000.00 per shipment, where carrier liability is established.
13. Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by carrier to determine liability.
14. When carrier performs a cross dock service on behalf of a customer to load or unload containers for prior or subsequent movement with a water carrier, liability for any claims shall be limited to \$0.50 per pound or actual loss, whichever is less.
15. Liability for loss, damage or destruction of an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited

to, its offices, warehouses, distribution centers or manufacturing facilities.

- 16. The provisions named above will not apply on commodities subject to specific released or actual value in items contained in STB NMF 100 series, but in no case will AACT's liability exceed that outlined in Paragraph 1(a or b) of this part.
- 17. Carriers liability on any article that is 8 feet or greater shall not exceed \$.50 per pound.

PART IV -- LIMITATION OF CARRIER'S LIABILITY, "OTHER THAN NEW" COMMODITIES

- 1. The liability of AACT for cargo loss or damage on "other than new" commodities will be limited to a maximum liability of not exceeding \$0.10 per pound per package subject to a maximum amount of \$10,000.00 per shipment. These provisions will apply on ALL commodities "other than new".
- 2. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new".
- 3. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$0.10 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with AACT without benefit of any discount that would otherwise apply had the shipment been released to a value not exceeding \$0.10 per pound per package.
- 4. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.
- 5. Limited liability on "other than new" commodities includes, but is not limited to, STB NMF 100 series commodity groups as follows:
 - a. Machinery Group (NMFC Items 114000 - 133454)
 - b. Automobile Parts Group (NMFC Items 17800 - 20252)
 - c. Electrical Equipment (NMFC Items 60500 - 63561)
 - d. Vehicles, Motor, Parts Group (NMFC Items 188500 - 193100).

PART V -- LIMITATION OF CARRIER'S LIABILITY: AIR FREIGHT

AACT maximum liability for cargo loss or damage on goods with prior or subsequent movement via air, whether on continuous bill of lading or the creation of a new bill of lading, will be subject to the following limits or liability:

- 1. The limitation of the air carrier;
- 2. Or the following:
 - a. On Domestic Traffic, Maximum Liability Per Shipment will be \$.50 per pound.
 - b. On International Traffic (the less of):

Maximum Liability Per Package	\$100.00
Maximum Liability Per Pound	\$9.07

PART VI -- FULL VALUE COVERAGE: EXTRAORDINARY VALUE

- 1. Commodities tendered for shipment with an invoice value exceeding values stated in Part I will be considered to be of "Extraordinary Value".
- 2. If shipper desires to tender a shipment to AACT requiring carrier liability in excess of the limited liabilities named in this item, the shipper must indicate such in writing on the Bill of Lading at time of shipment, along with the invoice value of the shipment in substantially the following manner:

"FULL VALUE COVERAGE REQUESTED - INVOICE VALUE: \$."

EXAMPLE: 1,000 pound shipment with an invoice value of \$30,000.00 is \$30.00 per pound

which exceeds the limited liability provisions named in this item.

A customer requiring "Full Value Coverage" would show on the Bill of Lading at the time of shipment: "FULL VALUE COVERAGE REQUESTED - INVOICE VALUE: \$30,000.00"

3. Charge per \$100.00 for "Full Value Coverage":
 - Between points in Continental U.S.A.....\$0.75
 - Between Continental U.S.A. and Canada, or Puerto Rico.....\$0.75
 - Minimum Charge Per Shipment.....\$40.00
 - For all other International traffic,call for estimate.
4. "Full Value Coverage" includes the amount of the invoice supplied by the shipper or consignee, plus the prepaid or collect freight charges not included in the invoice, plus 10.0% calculated, as follows (examples):
 - a. INVOICE AMOUNT - \$30,000.00, plus Freight Charges of \$395.50 = \$30,395.50
 - b. AMOUNT OF COVERAGE - \$30,395.50 multiplied by 110% = \$33,435.05
 - c. \$100.00 UNITS - \$33,435.05 divided by 100 = 334.35
 - d. FULL VALUE COVERAGE CHARGE = 334.35 multiplied by \$.75 = \$250.76
5. Unless otherwise indicated on the Bill of Lading at time of shipment, charges for "Full Value Coverage" will be paid by the party responsible for the freight charges.
6. When the rate and/or class is dependent upon released value as provided in the NMFC 100 series and "Full Value Coverage" is requested, the customer will receive benefit of lowest released value for the purpose of determining the applicable rate and/or class published in the NMFC 100 series.
7. "Full Value Coverage" is available on traffic moving between points within the 48 contiguous United States, as well as between points in the 48 contiguous United States and points in Canada or Puerto Rico. Full Value Coverage will be added to all LTL Puerto Rico shipments unless specifically waived by the customer.
8. Full Value Coverage may not be available on all commodities or values. For example, other than new items, items not properly packaged, perishable items, or prohibited items (as can be found in Item 780 of this Rules Tariff) are not eligible for "Full Value Coverage."

NOTE A-- When shipments move in international commerce between the USA and Canada the carrier's maximum liability will be \$2.00 per package.

NOTE B-- Liability for loss, damage, or delay of cargo moving between Mexico and other countries: With respect to any shipment originating outside Mexico with ultimate destination in Mexico or any shipment originating within Mexico with ultimate destination outside Mexico, AAA Cooper Transportation shall have no liability, either for itself or for the Mexican carrier involved in the move for loss, damage, or delay while in the possession of the designated brokers, freight forwarders, or Mexican carriers.

NOTE C--There is no application for full value coverage on shipments to Mexico.

End Item 570

Marking or Tagging Freight	ITEM 580
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1. When it is necessary to mark or tag a shipment to assure that the freight is sent to the proper consignee and destination, AACT will perform this service upon request. As a necessary condition AACT will also remark freight that is reconsigned.
2. The charge for marking or tagging will be:

Charge Per Package or Piece of Freight.....\$2.10
 Minimum Charge Per Shipment..... \$27.50

3. Charges are to be paid by the party requesting this service or guaranteed before the service will be performed. When freight is remarked or retagged as a necessary condition these charges will be payable by the party responsible for payment of the freight charges.

End Item 580

Minimum Charge – Household Good or Personal Effects	ITEM 610-01
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The Minimum Charge for an LTL or AQ shipment of Household Goods or Personal Effects, as described in NMFC Items 100200 and 100262, moving under rates in tariffs governed by this tariff, will be the charge for 500 pounds at the applicable rate, but not less than the Minimum Charge published between the origin and destination in which the traffic is moving.

End Item 610-01

Minimum Charge – Low Density Freight / Bulky Over-Sized Shipments	ITEM 610-600
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(CUBIC CAPACITY MINIMUM)

A. Applicability

Shipments subject to this rule will be determined by either of the following conditions:

1. Shipments which occupy 350 cubic feet or more, or occupy 8 linear feet or more, with an average density of less than 3 pounds per cubic foot, shall have an adjusted weight applied when the applicable rate is determined; or,
2. Shipments which occupy 750 cubic feet or more, or occupy 12 linear feet or more, with an average density of less than 6 pounds per cubic foot, shall have an adjusted weight applied when the applicable rate is determined.

B. Adjusted Weight

When applicable, an adjusted weight for a shipment will be determined by multiplying the shipments determined cubic feet by six (6) pounds per cubic feet. The shipments adjusted weight value will then be applied at class 125 to determine an applicable minimum charge. Class exceptions and FAK's will not apply.

C. Minimum Charge

When applicable under this item, the rate determined in section B of this item shall be the minimum linehaul charges for that shipment. Applicable accessorial, fees or other charges may occur in addition to this minimum charge amount.

D. Determination of Cube or Linear Feet

Density (pounds per cubic foot) is determined as provided in ITEM 490 (DENSITY--METHOD OF DETERMINING) of this tariff and SECTION IV of this item.

End Item 610-600

Non-Waiver	ITEM 630
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AACT does not waive the application and effect of these tariff provisions by its failure to enforce the tariff provisions and reserves the right to enforce the tariff provisions at its option.

End Item 630

Notification Prior to Delivery	ITEM 647
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PART I - APPOINTMENT/NOTIFY FEE

1. When notice of arrival prior to delivery is required, the following charge will apply in addition to all other applicable charges (See NOTE A).....\$16.00

2. When a shipment is consigned to a AACT terminal with instructions to hold the shipment at the terminal for pickup by, or instructions from, the consignee or other party, and such instructions do not include a request for notice of arrival and a telephone number or address for purposes of giving such notice, AACT will, if possible, notify the consignee or other designated party that the shipment has arrived, subject to the charge specified in PART 1 above. If AACT is unable, due to no fault of AACT, to give such notice of arrival, storage charges, in accordance with provisions of Item 910 in this tariff, will begin accruing at 8:00 A.M. on the first business day following arrival of the shipment at AACT’s destination terminal.

NOTE A-- When the Bill of Lading contains a notation such as, "For carrier convenience, call before delivery" or "If necessary, call before delivery" or "Appointment required" or other similar wording, it will be considered a request for notification prior to delivery and subject to the provisions of this Item.

PART II--UNDELIVERED FREIGHT

1. When freight cannot be delivered because of the consignee’s refusal or inability to accept it, AACT’S inability to locate the consignee or because of an error, or omission on the part of the shipper, AACT will make a diligent effort to notify the shipper promptly that freight is in storage and the reason therefore.

2. Disposition instructions printed on the Bill of Lading, shipping order, shipping label or container cannot be accepted as an authority to reship, return or reconsign a shipment or to limit storage liability.

3. When a shipment is undeliverable AACT will issue a "Freight On-Hand Notice" by certified mail, return receipt requested, or electronically via facsimile transmission or email to the consignor and consignee.

4. Undeliverable shipments will be subject to Detention or Storage Charges, as the case may be. See ITEM 500 (DETENTION--TRAILER WITH TRACTOR); or ITEM 910 (STORAGE SERVICE)

End Item 647

Notification Detention	ITEM 647-1
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Whenever a shipment pending delivery is available for delivery but is requested to be held

past the following service day, Notify Detention charges may be applied beginning on the second day after notification. Notify Detention charges will not be applied for the day of the scheduled delivery. In the event delivery cannot be made on the scheduled date and redelivery is required, Notify Detention fees will be established from the initial notification date. The Notify Detention fee will be:

Charge Per 100 Pounds Per Day for Each Day The Shipment is Detained.....	\$2.13
Minimum Charge Per Shipment Per Day.....	\$20.70
Minimum Charge Per Shipment (Total Detention Time).....	\$41.35
Maximum Charge Per Shipment Per Day.....	\$139.50

End Item 647-1

On-Hand Freight	ITEM 648
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From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of AACT is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which AACT agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. AACT shall (a) place the lading in public storage or AACT terminal, if available, unless AACT receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of AACT's initial notification to Shipper, AACT may offer the lading for public sale. In the case of perishable lading, AACT may dispose of the lading at a time and in a manner AACT deems appropriate. Shipper will be responsible for storage costs and reasonable costs AACT incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs AACT incurs as a warehouseman, AACT shall remit the balance to Shipper. If Shipper gives AACT timely disposition instructions, AACT shall use any commercially reasonable steps to abide with such instructions. Shipper will pay AACT's costs and any additional transportation costs AACT incurs in doing so.

End Item 648

Offset of Overcharge and Loss & Damage Claims	ITEM 649
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The customer responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims.

End Item 649

Payment of Charge	ITEM 650
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1. All rates, charges or other amounts are stated in U.S. currency.
2. If credit is approved or extended, it is extended up to a maximum of 15 calendar days from the date of billing on PREPAID shipments, and 15 days after delivery on COLLECT shipments.
3. AACT can revoke credit privileges at its discretion.

End Item 650

Overcharge / Undercharge Claims	ITEM 660
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Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

End Item 660

Packing or Packaging Requirements	ITEM 680
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1. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of the NMFC will apply.
2. Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallet.

End Item 680

Pallets or Containers	ITEM 710
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(SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS)
 (Except intermodal containers designed for highway use on wheels)

1. Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement.
2. Any request or provisions noted on the Bill of Lading or Shipping Order at the time of shipment requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be not binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

End Item 710

Restricted Access	ITEM 747
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Shipments delivered to or picked up at construction sites, mine sites, utility sites as defined in Notes 1, 2, and 3 below, or prisons, churches, country clubs, schools, camps, resorts, military, security, nursing homes, assisted living, rehabilitation centers not associated directly with a hospital, rural routes or safety inspection sites will be subject to the following charges in addition to all other applicable charges:

Charge per 100 pounds	\$3.15
Minimum Charge per Shipment	\$44.60
Maximum Charge per Shipment	\$350.00

Note 1: Construction Site is defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place,

and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2: Mine Site is defined as the site of any pit, excavation, shaft or deposit at which coal, ore or minerals is, has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples or similar receiving facilities) on such property.

Note 3: Utility Site is defined as a power generation station, whether nuclear, thermal, hydroelectric or fossil fuel, or pumping station.

Note 4: Rural route is defined as when it is necessary to leave an improved highway in order to pick up or deliver a shipment.

Note 5: Restricted Access includes but is not limited to the following:

- Sites with extensive security processes
- Any location where a security check of carrier personnel, equipment or cargo is administered prior to, during or after pick up or delivery.

End Item 747

Pickup or Delivery Service at Convention Centers, Exhibitions or Trade Show or Associated Locations	ITEM 749
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1. AACT does NOT provide pickup or delivery service at Convention Centers, Exhibitions or Trade Shows or their associated locations. Shipments originating from or consigned to such locations will be picked up or delivered by an Agent who specializes in providing service from or to such locations.
2. Applicable linehaul charges do NOT include pickup or delivery service at these locations.
3. The party responsible for payment of the linehaul charges will also be responsible for payment of charges due the Agent. Charges due the Agent may be paid by AACT and then added to the AACT Freight Bill or the Agent may bill the responsible party directly for their charges or at its discretion, AACT may add these additional charges to the original freight bill invoice as a pass through charge.
4. At those locations where AACT is unable to secure an Agent to provide this service and the pickup or delivery is performed by AACT, the applicable charges will be determined by rating the shipment from origin to destination as follows:
 - a. Use applicable base rates and the greater of:
Class 150, actual NMFC Class Rating or applicable Exception Class Rating.
 - b. Less any applicable discount.
 - c. Plus an additional charge of (not subject to any discount).....\$250.00

End Item 749

Pickup or Delivery Service	ITEM 750
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Rates in tariffs, contracts and pricing agreements referencing this tariff include one pickup and loading and one delivery and unloading during normal business hours, subject to the following provisions:

PLACEMENT OF VEHICLE FOR LOADING

At the request of the shipper, AACT will furnish and place a vehicle at the loading site designated by the shipper to pick up a shipment tendered for transportation.

PLACEMENT OF VEHICLE FOR UNLOADING

The delivery of a shipment by AACT to the place of delivery specified on the Bill of Lading will include the placing of vehicle at the delivery site designated by the consignee.

LOADING BY AACT

1. Freight tendered for loading shall be so situated by the shipper as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for AACT to place its vehicle for loading. Freight shall be considered to be immediately adjacent to a space suitable for AACT to place its vehicle for loading if separated only by an intervening public sidewalk. If a parking space, suitable for AACT to place its vehicle for loading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
2. Loading includes stowing and counting of the freight in or on the AACT vehicle.
3. AACT will furnish one man per vehicle for loading.

UNLOADING BY AACT

1. Freight will be unloaded at the delivery site immediately adjacent to the vehicle. Freight shall be considered to be immediately adjacent to a space suitable for AACT to place its vehicle for unloading if separated only by an intervening public sidewalk. If a parking space, suitable for AACT to place its vehicle for unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
2. Unloading includes the counting and removing of the freight from the position in which it is transported in or on the AACT vehicle.
3. AACT will furnish one man per vehicle for unloading.

SORTING AND SEGREGATING

Loading or Unloading Service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight, except as provided below:

1. When a shipment is tendered in lots according to size, brand, flavor or other characteristics and is so identified on the Bill of Lading or accompanying papers, normal delivery of the shipment to the consignee in the same manner, includes the placement of such sorted and segregated lots on the platform, dock or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge, to the extent such service is performed within the free time allowed by applicable detention provisions. If the delivery is not completed within the allowable free time AACT will continue to unload the vehicle, subject to applicable detention charges. (See ITEM 500 (DETENTION--TRAILER WITH TRACTOR) or ITEM 501 (DETENTION--TRAILER WITHOUT TRACTOR))
2. Loading or Unloading Service does not include rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the shipper or the consignee shall furnish the equipment and the necessary labor to operate such equipment at its expense, and shall also assume

responsibility for safe loading or unloading. The AACT employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the shipper or consignee.

LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE

The shipper or consignee may elect to waive the loading or unloading of freight by AACT by performing the loading or unloading of the shipment at its own expense.

MORE THAN ONE LOADING OR UNLOADING SITE

Upon request of the shipper or consignee, Pickup or Delivery Service may be performed at more than one loading or unloading site within the continuous plant, property or premises, provided the sites are not intersected by more than one public thoroughfare.

Rates in tariffs, contracts and pricing agreements referencing this tariff include one pickup and loading and one delivery and unloading during normal business hours, subject to the following provisions:

HEAVY OR BULKY FREIGHT--LOADING OR UNLOADING

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipments:

1. WEIGHS 110 LBS. OR LESS--AACT will perform the loading and/or unloading.
2. WEIGHS MORE THAN 110 LBS., BUT LESS THAN 500 LBS.:
 - a. AACT will perform the loading and/or unloading where a dock, platform or ramp is directly accessible to the vehicle, and the freight does not:
 - 1) Exceed 8 feet in its greatest dimension or 4 feet in each of its greatest and intermediate dimensions; or
 - 2) Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension; or
 - 3) Does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.
 - b. When the freight does not meet the above criteria the shipper or consignee must perform the loading or unloading. Upon request the driver will assist in loading or unloading.
3. WEIGHS 500 LBS. OR MORE--The shipper or consignee will perform the loading or unloading. Upon request the driver will assist in loading or unloading.

End Item 750

Pickup Service - Attempted	ITEM 751
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When a shipper requests that AACT provide pickup service, and through no fault of AACT the pickup cannot be accomplished, a charge will be assessed for each attempt, as follows:

- 1) Charge Per Attempted Pickup.....\$34.20
- 2) Charge Per Attempted Pickup when a spotted trailer or empty trailer is requested.....\$151.50

This charge will be applied to the freight bill if shipment is ultimately picked up and the party that requested the pickup will be responsible for payment. In the event AACT does not perform the pickup at a later date, AACT reserves the right to invoice the customer for this additional cost.

End Item 751

Pickup or Delivery Service - Residential

ITEM 753

1. The provisions of this item apply when the shipper or consignee is located at a private residence, apartment, estate, farm, or business operating at such a location, hereinafter referred to collectively as "RESIDENTIAL".
2. The term "PRIVATE RESIDENCE" shall apply to the entire premises on which a dwelling for living is located.
3. Before tender of pickup or delivery is initially attempted, AACT will provide shipper or consignee with notice of arrival by telephone, U.S. mail or telegraph, and reach a mutual agreement for delivery.
4. When AACT makes a pickup or delivery at a residential location as described in this item, an additional charge will apply as follows:

Charge per 100 pounds	\$6.80
Minimum Charge	\$105.00
Maximum Charge	\$787.50
5. The charge in Paragraph "4" includes initial notification for pick up or delivery arrangements, but does not include re-notification, storage, redelivery (or pickup) or other fees when the customer fails to comply with the pickup or delivery arrangements.
6. Charges for services described in this item will be collected from the requestor of the services unless otherwise specified on the bill of lading.

End Item 753

Pickup or Delivery Service – Saturdays, Sundays or Holidays

ITEM 756

The charge for Pickup or Delivery Service on Saturday, Sunday or Holiday will be:

For 3 hours or less (Per Extra Man).....	\$127.35
Each additional hour in excess of 3 hours (Per Extra Man, Per Hour)	\$291.00
Minimum Charge is	\$291.00

End Item 756

Pickup or Delivery at Self-Storage Warehouses

ITEM 758

CHARGES (see Note A)

Shipments picked up at or delivered to Self-Storage Warehouses, which are defined as warehouses or storage units to which access is controlled by the owner of the goods stored and which are not operated as a general storage or distribution warehouse with loading and unloading docks, will be subject to the following charges in addition to all other charges applicable to the shipment:

Charge per 100 pounds.....	\$4.20
Minimum Charge per Shipment.....	\$42.50
Maximum Charge per Shipment.....	\$406.30

BILL OF LADING REQUIREMENTS

On shipments requiring delivery to locations outlined in this item, the shipper must indicate on the Bill of Lading that the delivery address is at such a facility and must list the name, address and telephone number of the owner or other party, to contact to arrange for delivery. If sufficient information for AACT to arrange for delivery is on the Bill of Lading at the time of pickup, charges as provided in Item 647 of this tariff for notification prior to delivery WILL NOT apply.

REFUSED OR NON-DELIVERABLE SHIPMENT

If, through no fault of AACT, the shipment cannot be delivered, it will be treated as any other shipment that is refused or non-deliverable, subject to additional charges for notification, redelivery, storage, etc.

PAYMENT OF ADDITIONAL CHARGES

Charges provided in this Item must be prepaid and paid at the time of pickup on shipments picked up at locations defined in this item. When on shipments delivered to such locations, the additional charges will be collected from the consignee unless the shipper specifically indicates on the Bill of Lading that such charges are to be prepaid.

NOTE A: Charges in this item cover only the unloading of the shipment at an area immediately adjacent to the rear of the delivery vehicle.

End Item 758

Exceptional Cost Service Area	ITEM 759
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Additional charges per shipment will be assessed to the below listed locations for services as defined.

Location / Area	For Pickup	For Delivery
Postal Codes in Florida: 33040, 33041, 33042, 33045, 33043, 33044, 33050, 33051, 33052, 33037, 33036	\$50.00	\$50.00
Postal Code in Florida: 33921	\$27.50	\$27.50
Postal Code in Florida: 33109	\$100.00	\$100.00
Postal Codes in North Carolina: 27915, 27972, 27982, 27968, 27948, 27949, 27950, 27960, 27927	\$50.00	\$50.00
Postal Codes in Texas: 78597	\$50.00	\$50.00
Postal Codes in Texas: 79018, 79024, 79025, 79033	\$50.00	\$50.00
Postal Codes in Texas: 79054, 79056, 79058, 79059, 79061	\$60.00	\$60.00
Postal Codes in Texas: 79002, 79003, 79005, 79007, 79034, 79036, 79039, 79040, 79057, 79079, 79086, 79095, 79237, 79245	\$70.00	\$70.00
Postal Codes in Texas: 79008, 79014, 79066, 79068, 79078, 79080, 79096, 79097, 79098, 79226, 79252	\$80.00	\$80.00
Postal Codes in Texas: 79044, 79065, 79070, 79083, 79084, 79092	\$90.00	\$90.00
Postal Codes in Texas: 79011, 79013, 79029, 79046, 79051, 79062, 79077, 79081, 79093, 79230, 79233, 79240, 79251, 79259	\$100.00	\$100.00
Postal Codes in Texas: 79010, 79022, 79087	\$120.00	\$120.00
Postal Codes in Texas: 79201	\$130.00	\$130.00
Postal Codes in Texas: 79001	\$160.00	\$160.00
Postal Code in Texas: 79714	\$85.00	\$85.00

Postal Codes in Texas: 78851, 79718, 79730, 79734, 79740, 79743, 79752, 79770, 79780, 79785, 79786, 79837, 79843, 79847, 79848, 79851, 79854, 79855	\$3.00 per hundred with a \$75.00 minimum	\$3.00 per hundred with a \$75.00 minimum
Postal Codes in Texas: 79719, 79735, 79754, 79772, 79777, 79834, 79842, 79845, 79846, 79850	\$3.00 per hundred with a \$75.00 minimum	\$3.00 per hundred with a \$75.00 minimum
Postal Codes in Texas: 79830, 79831, 79832	\$25.00	\$25.00
Postal Codes in Texas: 79852	\$4.00 per hundred with a \$100.00 minimum	\$4.00 per hundred with a \$100.00 minimum
Postal Codes in Oklahoma: 73001, 73005-06, 73009, 73015, 73017, 73021, 73024, 73029, 73032-33, 73038, 73040-43, 73047-48, 73053, 73059, 73062, 73067, 73092, 73094, 73096, 73163-64, 73177, 73180, 73193, 73197, 73199, 73402-03, 73425, 73430, 73432, 73435-43, 73446-50, 73453, 73455-56, 73459-61, 73463, 73476, 73481, 73491, 73502-03, 73506-07, 73520-23, 73526-32, 73534, 73536-44, 73546-62, 73564-73, 73601, 73620, 73622, 73624-28, 73632, 73638-39, 73641-42, 73644-48, 73650-51, 73654-55, 73658-64, 73666-69, 73673, 73716-19, 73722, 73724, 73726-29, 73731, 73735, 73737, 73739, 73741, 73743-44, 73746-47, 73749, 73753-55, 73758-61, 73763-64, 73766, 73768, 73770-72, 73801-02, 73832, 73834-35, 73838, 73840-44, 73847-48, 73851-53, 73855, 73857-60, 73901, 73931-33, 73937-39, 73942, 73944-47, 73949-51, 74004, 74009, 74022, 74056, 74183-84, 74189, 74194, 74333, 74335, 74339, 74342-46, 74354-55, 74358, 74360, 74363, 74369-70, 74430, 74439-40, 74444, 74455, 74461-62, 74465, 74472, 74502, 74521, 74523, 74525, 74528-31, 74533-36, 74538, 74540, 74542-43, 74545-47, 74549, 74552-53, 74555-63, 74565, 74567, 74569-72, 74574, 74576-78, 74601-02, 74604, 74631-32, 74636, 74640-41, 74643, 74646-47, 74652-53, 74701-02, 74720-24, 74726-31, 74733-38, 74740, 74741, 74743, 74745, 74747-48, 74750, 74752-56, 74759-61, 74764, 74766, 74825, 74827, 74836, 74842-44, 74848, 74850, 74856, 74865, 74867, 74871, 74930, 74932, 74935, 74937, 74939-44, 74947, 74949, 74951, 74953, 74956-57, 74959, 74963, 74966	\$50.00	\$50.00

See current AACT Tariff 191 Exceptional Cost Service areas for Non-Direct shipments.

Precedence of Pricing Programs	ITEM 760
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(See NOTE A)

1. When on shipments for which specific pricing is applicable for the shipper, consignee and/or third party (See NOTE B), the applicable pricing published specifically for the account of the payor of the freight charges will apply.
2. When on prepaid third party shipments (See NOTE B), if there is no specific pricing published for the account of the third party, the pricing published specifically for the account of the shipper will apply if applicable.
3. When on collect shipments if there is no specific inbound pricing published for the account of the consignee, the pricing published specifically for the account of the shipper will apply if applicable.

NOTE A As used in this item, "Pricing," "Pricing Program" or "Specific Pricing" means any rates (other than full class rates) or charges, discounts, allowances or other means of determining final charges, published to apply for a specific account or accounts.

NOTE B If the third party payor is a Logistics Company, Consultant or similar type entity

that is paying freight charges for another party, the pricing published specifically for the Logistics Company, Consultant or other entity, or for the party they represent, will apply, unless specific instructions to the contrary are received from the beneficial owner of the goods.

End Item 760

Prelodging – Prior Delivery of Freight Bills	ITEM 768
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When the consignee requires delivery of Freight Bill prior to delivery of the shipment, the following charges will apply:

Charge Per Shipment.....	\$35.30
Maximum Charge for Each Delivery of Freight Bills.....	\$212.25

End Item 768

Prepayment or Guarantee Charges	ITEM 769
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Except as otherwise provided, shipments will be accepted subject to the following provisions:

SECTION I

A PREPAID shipment is one which the charges for transportation service rendered at the request of the shipper, including charges for any accessorial services performed at the request of the shipper, are to be paid by the shipper or consignee, are to be paid by the shipper. AACT reserves the right to apply accessorial charges to a freight bill for any additional services rendered which are required to complete the pickup or delivery of the shipment. These additional charges will be the responsibility of the payor of the freight bill unless otherwise specifically stated prior to delivery. In addition, prior approval nor a letter of authorization will not be required to assess these additional charges for services rendered or executed.

SECTION II

A COLLECT shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.

SECTION III

1. A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with AACT and guarantees to pay the charges if the third party fails to do so within the time allowed under credit regulations.
2. A shipment moving under the provisions of this SECTION, will not be accepted if the shipper executes Section 7 of the Bill of Lading. If a shipment is inadvertently accepted the signing of Section 7 will have no application and shipper will remain liable for charges if third party fails to pay.
3. Any shipment in which the freight charges are to be paid by a third party are subject to additional accessorial charges for any additional services rendered which are required to complete the pickup or delivery of the shipment. The third party payor of the freight charges will be responsible for these additional accessorial charges. In addition, prior approval nor a letter of authorization will not be required to assess these additional charges for services rendered or executed.

4. Shipments moving in jointline service subject to Third Party Billing must be billed PREPAID.

SECTION IV

If, in the judgment of AACT, the forced sale of the goods would not realize the total charges due at destination, the shipment must be PREPAID.

SECTION V

1. If a shipment is required by SECTION IV hereof, or by any provisions of the NMF 100 series, to be PREPAID, it will be accepted on a COLLECT basis if the shipper has established credit with AACT and guarantees to pay the charges if the consignee fails to do so within the time allowed under credit regulations.
2. A shipment moving under the provisions of this SECTION, will not be accepted if the shipper executes Section 7 of the Bill of Lading. If a shipment is inadvertently accepted the signing of Section 7 will have no application and shipper will remain liable for charges if consignee fails to pay.

End Item 769

Prepayment of Charges	ITEM 770
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1. When combination of rates and/or charges are applicable, such rates and/or charges will be computed over the point or points of actual interchange and must be PREPAID through to destination. These provisions are not applicable on shipments moving from or to points in Alaska or Canada nor on shipments moving on Government Bills of Lading.
2. Freight and accessorial charges on shipments consigned to federal, state, county or local governmental bodies or agencies, including schools, must be PREPAID or guaranteed.
3. Charges must be PREPAID on shipments consigned to or care of Amusement Parks, Fairs, Chautauquas, Exhibitions, Traveling Shows or Trade shows.
4. Charges must be PREPAID on shipments for Export to Mexico.

End Item 770

Prohibited or Restricted Articles	ITEM 780
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SECTION I--PROPERTY OF EXTRAORDINARY VALUE

1. Articles of extraordinary value will not be accepted for shipment nor as premiums accompanying other articles.
2. Unless otherwise provided, the following property will not be accepted for shipment, nor as premiums accompanying other articles:

Bank bills; Court documents and/or evidence Currency, other than coin (See NOTE 1); Deeds; Drafts; Jewelry, other than costume or novelty jewelry;	Notes; Original works of art (See NOTE 5); Postage stamps; Precious stones; Revenue stamps (See NOTE 3); Valuable papers of any kind.
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Letters, with or without stamps affixed (See NOTE 2);
Museum exhibits or articles of antiquity (See NOTE 4);

NOTE 1--MONETARY COINS will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

NOTE 2--UNITED STATES MAIL will be accepted when the shipper and consignee are United States Post Offices.

NOTE 3--Except U.S. INTERNAL REVENUE DISTILLED SPIRITS STAMPS, which will be accepted in TL or VOL shipments only.

NOTE 4--Except ANTIQUE FURNITURE subject to NMFC Items 100240 and 100260 or NUMISMATIC EXHIBITS subject to NMFC Item 63830.

NOTE 5--Except PICTURES or PAINTINGS subject to NMFC Items 100240, 100260 and 149420.

SECTION II-- FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

AACT is not obligated to receive freight liable to impregnate or otherwise damage other freight or the AACT equipment. If inadvertently accepted, any claim arising to AACT's equipment or other freight will be the responsibility of the shipper of such product. Such freight may be accepted and receipted for subject to delay for suitable equipment, or may, for lack of suitable equipment, be refused.

SECTION III--FORBIDDEN FREIGHT

AACT will not accept the following articles for transportation on either direct or joint-line traffic:

1. AUTOMOBILES;
2. EXPLOSIVES-1.1, 1.2, 1.3 and 1.5;
3. HAZARDOUS or NON-HAZARDOUS WASTE-Any material that requires that a waste manifest be accepted, signed or moved with freight.
4. NITROCELLULOSE;
5. RADIOACTIVE YELLOW III;
6. TAXIDERMY ITEMS - Animals, Animal Heads, Birds, Fish or Reptiles, stuffed (other than toy), treated or preserved by taxidermy methods;
7. USED FLUORESCENT LIGHT BULBS FOR RECYCLING;
8. USED TIRES FOR RECYCLING;
9. SLAB MARBLE or STONE.
10. CARBON BLACK
11. POISON INHALATION HAZARD, ZONE A
12. POISON INHALATION HAZARD, ZONE B IN BULK PACKAGING

End Item 780

Protective Service – Heater Service	ITEM 790
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AACT will furnish protective service for commodities having a freezing point of 32 degrees F. or lower that require protection from freezing at the Carrier's discretion from October 1st through April 30th in accordance with the following:

1. AACT reserves the right to refuse shipments in this item if suitable equipment is not available.
2. The Bill of Lading must be clearly marked with a notation "PROTECT FROM FREEZING". When such is not shown on the bill of lading by the shipper, carrier will not be liable for loss or damage resulting from failure to provide such protection.
3. On shipments less than 6,000 lbs. each package must be clearly marked with a notation "PROTECT FROM FREEZING". When such is not clearly marked on each package, carrier will not be liable for loss or damage resulting from failure to provide such protection.

4. The consignor at point of origin must notify the pick-up service center to confirm this service is available and arrange for the freezables shipping prior to tendering the product to the Carrier.
5. AACT will not handle any freezables, nor be liable for any protective service if the temperature is below 10 degrees F. at point of pickup, delivery location, or in route; nor during extended periods of forecasted severe weather.
6. Protective service is not available for:
 - a. C.O.D., Order Notify, In Bond shipments.
 - b. Shipments requiring appointments.
 - c. Dock Pickup and Will Call shipments.
 - d. Shipments moving on Fridays or the day before a Holiday.
 - e. Shipments requiring delivery on weekends or holidays.
 - f. Shipments to be interlined or delivered by agents of AACT.
 - g. Shipments to food warehouses, trade shows.
 - h. Drop trailers at pickup/origin, drop trailers at delivery/destination.
 - i. Shipments having excess liability.
 - j. Refused shipments, re-consigned shipments, returns of any kind.
7. Protective service in two-day published service lanes will not be available on Thursday, Friday, or when a holiday occurs in the two-day transit time.
8. Protective service in three-day published service lanes will not be available on Wednesday, Thursday, Friday, or when a holiday occurs in the three-day transit time.
9. In the event AACT is inadvertently requested to pick up shipments that do not adhere to the rules and guidelines of this item, AACT will have zero liability.
10. AACT's cargo claim liability will be subject to the limits and provisions of Item 570 of this Rules Tariff.

Additional charges for providing this service will be:

1. Percentage of line haul charges20%
2. Minimum charge per shipment.....\$60.00
3. Maximum charge per shipment.....\$250.00

End Item 790

Reconsignment or Diversion	ITEM 820
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CONDITIONS

1. A request for reconsignment must be made in writing and AACT must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to reship, return or reconsign a shipment will not be accepted.
2. AACT will make a diligent effort to execute a request for reconsignment, but will not be responsible if the request cannot be accomplished.
3. All charges applicable to the shipment must be paid or guaranteed before the reconsignment will be made.
4. Entire shipments or portions of shipments may be reconsigned. When a partial shipment is reconsigned, each portion will be considered a separate shipment. The charges applicable in this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned.
5. Instructions for reconsignment of a C.O.D. shipment will be accepted only from the

shipper.

6. All reconsigned shipments must be remarked showing the new consignee, address and destination.

CHARGES

1. Change in the name of the shipper or consignee with no change in the place of deliver, prior to or after offer of delivery:
 - Charge per Shipment.....\$32.00
2. Change in the place of deliver within the original destination terminal service area:
 - a. Prior to offer of delivery:
 - Charge Per Shipment.....\$42.50
 - b. After offer of delivery:
 - Charge Per 100 Pounds.....\$9.20
 - Minimum Charge Per Shipment.....\$89.25
 - Maximum Charge Per Shipment or Per Vehicle.....\$945.00
3. Change in the destination terminal service area:
The combination of rates to and beyond the point of reconsignment.
4. If a request is received from the shipper prior to the shipment leaving the origin terminal for return of the shipment to the original place of shipment, delivery to another carrier at the point of origin, or relinquishment of the shipment to another carrier at origin terminal:
 - Charge Per 100 Pounds.....\$6.10
 - Minimum Charge Per Shipment.....\$60.60
 - Maximum Charge Per Shipment.....\$582.10
5. When the shipper or consignee, or its agent, elects to accept the shipment at the AACT terminal located at the point of reconsignment:
 - Charge Per 100 Pounds.....\$3.65
 - Minimum Charge Per Shipment.....\$30.35
 - Maximum Charge Per Shipment.....\$212.25

End Item 820

Redelivery	ITEM 830
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1. When a shipment is tendered for delivery and delivery cannot be accomplished for reasons beyond the control of AACT, one of the following services will be provided:
2. When redelivery to consignee’s place is attempted, the following charges will apply for each additional tender or final delivery of the shipment:
 - Charge Per 100 Pounds.....\$9.20
 - Minimum Charge Per Shipment.....\$89.25
 - Maximum Charge Per Shipment.....\$500.00
1. If the consignee chooses to pick up the shipment at the AACT terminal facility, the following charges will be assessed:
 - Charge Per 100 Pounds.....\$3.90
 - Minimum Charge Per Shipment.....\$28.90
 - Maximum Charge Per Shipment.....\$262.50

End Item 830

Service Standards	ITEM 840
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Unless ACTION Guaranteed Service is designated, freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless ACTION Guaranteed Service is requested. For ACTION Guaranteed Service, See ITEM 895.

End Item 840

Sorting and/or Segregating	ITEM 850
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Shipments that require sorting and/or segregating will be subject a charge per carton (or per piece) or a charge per 100 pounds, whichever is greater, subject to a minimum charge per shipment, as follows:

Charge Per Carton or Per Piece.....	\$1.10
Charge Per 100 Pounds.....	\$1.90
Minimum Charge Per Shipment.....	\$55.10

1. Charges will be payable by the party requesting the services unless otherwise stated on the BOL or agreed to prior to delivery.
2. Charges will be in addition to Detention Charges, if applicable to the shipment.

End Item 850

Single Shipments	ITEM 885
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A single shipment of less than 500 pounds originated from one location at one time unaccompanied by any other shipment will be subject to a charge of \$15.00 per shipment, in addition to all other applicable charges.

If said shipment reaches an "as weight" of 500 pounds through the rating calculation a single shipment charge will not apply.

End Item 885

Special Services – Hydraulic Liftgate Service	ITEM 890
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1. AACT will provide Hydraulic Liftgate Service at time of pickup or delivery, subject to availability of equipment.
2. Standard transit times may be exceeded by 1-2 business days when this service is requested.
3. Charges for Hydraulic Liftgate Service will be as follows:

Charge per 100 Pounds.....	\$5.40
Minimum Charge per Shipment.....	\$84.00
Maximum Charge per Shipment.....	\$341.25

4. The charges for Hydraulic Liftgate Service will be in addition to otherwise applicable charges.
5. Due to the safety of lift gate pickup and deliveries, AACT driver will use his/her discretion as to whether the commodity as packaged is safe to complete the pickup or delivery of the shipment. Please reference Item 750 of this tariff for additional loading and unloading requirements. If lift gate deems to be unsafe and pickup or delivery cannot be accomplished, the only liable or refundable amount of AACT will be the lift gate fee.

End Item 890

Special Services – Guaranteed Service

ITEM 895

1. ACTION PREMIUM SERVICE provides a guarantee that AACT will deliver the shipment within the "standard" number of transit time day(s) or at a specific time agreed to by the customer and AACT before the shipment is tendered.
2. Request for ACTION PREMIUM SERVICE must clearly and legibly indicate in the body of the Bill of Lading either "ACTION GUARANTEED DAY" or "ACTION GUARANTEED TIME" service requested. Shipper must notify AACT's driver at time of pickup that ACTION PREMIUM SERVICE is requested.

SECTION I - ACTION GUARANTEED DAY

- a. When GUARANTEED DAY service is required it must be requested on the shipper's Bill of Lading at time of shipment and AACT's driver must be notified at time of pickup that GUARANTEED DAY service is requested. Bill of Lading must be marked "ACTION GUARANTEED DAY" requested.
- b. The additional charge for GUARANTEED DAY service will be 20% of the net freight charges, subject to a minimum additional charge of \$53.50.
- c. GUARANTEED DAY shipments will be offered for delivery to the consignee in accordance with our published standard transit time within normal business hours.
- d. Should AACT fail to tender or make the shipment available for delivery within the published standard transit time the shipment will move free of charge, excluding any accessorial rates or charges that may be applicable to the shipment.
- e. AACT reserves the right to suspend the Guaranteed Service program when conditions warrant. If the program is temporarily suspended, AACT will post appropriate notifications. Any shipment tendered during such a period will move under general LTL pricing and requirements.

SECTION II - ACTION GUARANTEED TIME

- a. When GUARANTEED TIME service is required the customer should call 1-888-715-7690 for approval and price and then notify AACT's driver at time of pickup that GUARANTEED TIME service is requested. Bill of Lading must be marked "ACTION GUARANTEED TIME" requested.
- b. Freight charges, including the additional charge for GUARANTEED TIME service will be quoted at the time of approval.
- c. GUARANTEED TIME shipments will be delivered within one (1) hour of the agreed time of delivery setup in advance of the shipment. (Example: Agreed time of 10:00 a.m. will be delivered no later than 10:59 a.m.)
- d. Should AACT fail to tender or make the shipment available for delivery within one (1) hour of the agreed time the shipment will move free of charge, excluding any accessorial rates or charges that may be applicable to the shipment.

SECTION III – LIMITATIONS

- a. AACT shall not be liable for any failure to perform its ACTION GUARANTEED SERVICE or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riots, strikes, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authority of laws, quarantines, civil

commotion or hazardous incidents, a state of war, compliance with laws, government regulations, order or requirements, an act or omission of shipper, consignee or owner of goods, or any cause beyond the control of AACT.

- b. ACTION GUARANTEED SERVICE is NOT available on shipments as follows:
 - a) Collect on Delivery (COD) shipments.
 - b) Shipments of Perishable Goods or shipments requiring Temperature Control service.
 - c) Shipments to: Construction Sites; Convention or Exhibition Centers and their associated locations; Fairs; Traveling Shows; Private Residence; Self-Storage Warehouses; Food or Grocery Warehouses, Schools, Churches, or any consignee that requires safety or security inspections..
 - d) Shipments of Prohibited or Restricted Articles as name in Item 780 of this tariff.
 - e) Over-length shipments (more than 12 feet long).
 - f) Shipments requiring Liftgate Delivery.
 - g) Shipments of excessive loose pieces (average less than 25 lbs. each).
 - h) Freight that presents load ability or storability problems.
 - i) Hazardous Materials requiring segregation.
 - j) Shipments to points not served direct by AACT, including points served by interline partner.
 - k) Shipments requiring notification prior to delivery.
- c. Additional charges for GUARANTEED DAY or GUARANTEED TIME service will not be subject to incentive discount provisions.
- d. ACTION PREMIUM SERVICE applies only during "Business Hours" on "Business Days", excluding "Holidays".
- e. In the event the shipper or party tendering the bill of lading requests Guaranteed Day or Time Service on the bill of lading and the additional charges are moving on a collect basis, in the event the consignee refuses to pay the additional charges the shipper or party tendering the bill of lading will be liable for the Guaranteed Day or Time charges.

SECTION IV – DEFINITIONS

DELIVERED ON SCHEDULE:

1. GUARANTEED TIME: Within one (1) hour of the agreed time.
2. GUARANTEED DAY: When shipment is delivered on the AACT published standard service date or when it is available for delivery on the AACT published standard service date but is not delivered because of:
 - a. Unavailability of the consignee.
 - b. Refusal by the consignee to accept the shipment.
 - c. Inability of the consignee to pay for all charges due at the time of delivery if the consignee does not have established credit with AACT.
 - d. Other circumstances controlled by the consignee that prevent delivery.
3. BUSINESS DAY: Monday through Friday, excluding Holidays.
4. BUSINESS TIME: The time operations are generally conducted by the carrier at the terminal where the service is performed.
5. HOLIDAY: New Year's Day, New Year's Eve, Good Friday, Memorial Day, Independence Day, Labor Day, Mardi Gras (at NEW, BAT, LAF and MOB terminals), Martin Luther King Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the prior Friday will be considered as a holiday.

End Item 895

Special Services – Quotation of Estimated Charges	ITEM 898
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1. When AACT has furnished, either orally or in writing, an estimate of applicable charges, such estimate will be given on basis of effective provisions as applies to those facts concerning shipments which are made known to AACT.
2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges, which is not binding either on AACT or the shipper.
3. All transportation charges on a shipment will be assessed on basis of applicable provisions in effect at time of shipment as applies to commodity shipped and transportation and related services performed in connection therewith.
4. LTL estimates are based on the prevailing pricing at the time the estimate is provided and subject to change as pricing provisions change.
5. When a spot rate is provided by AACT for a full trailer or a half trailer, the rate provided is not an exclusive use of vehicle. For Exclusive use please see Item 470 in this Tariff.

End Item 898

Stopoff to Complete Loading or for Partial Unloading	ITEM 900
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1. Shipments subject to Truckload or Volume rates may be stopped at multiple locations to complete loading or for partial unloading. A maximum of four (4) stops, not including initial pickup and final delivery are allowed. Stopoff for unloading will not be provided on COD shipments nor on shipments moving under Exclusive Use of Vehicle provisions.
2. Charges will be calculated on the minimum weight or actual weight, whichever is greater, for the entire shipments from the origin, or from any stopoff point for which the highest charges apply.
3. Additional charges will be assessed, as follows:

First Stop.....	\$139.50
Second Stop.....	\$212.25
Third Stop.....	\$278.90
Fourth Stop.....	\$351.70
4. All freight charges must be PREPAID.
5. If the mileage from the origin to the final destination via the stopoff point exceeds 115% of the direct mileage from the origin to the final destination, the mileage in excess of 115% will be: Charge Per Mile in Excess of 115%.....\$4.61
6. The charge per mile as shown in Paragraph "5" of this item will be in addition to the Stopoff Charge and all other charges assessed against the shipment. Mileage will be determined from Household Goods Carriers Mileage Guide (HGB) 100 series (MILEAGE GUIDE).

End Item 900

Storage Service	ITEM 910
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1. When storage is needed due to an act of the shipper, consignee or owner, or it is

being held for customs clearance or inspection, AACT can assist you by storing the shipment at one of our terminals or move it to a public warehouse at you request.

2. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after freight is received.
3. Storage charges on undelivered freight will begin at 7:00 A.M. the first day of business day after the notice of arrival has been given. No Storage charges will be made when freight is tendered for delivery within 48 hours after the notice of arrival has been given.
4. Storage charges will end when AACT is authorized to deliver or transport the freight as a result of action by the shipper, consignor, owner or customs official.
5. When AACT is providing Storage Services, liability is that of a warehouseman rather than a common carrier.
6. Charges for freight stored at AACT terminal will be:
 - Charge Per 100 Pounds Per Day for Each Day The Shipment is Stored.....\$2.13
 - Minimum Charge Per Shipment Per Day.....\$20.70
 - Minimum Charge Per Shipment (Total Storage Time).....\$41.35
 - Maximum Charge Per Shipment Per Day.....\$139.50
7. Upon request shipments can be moved to a public storage facility. Charges will be as follows:
 - Charge Per 100 Pounds.....\$4.20
 - Minimum Charge Per Shipment.....\$42.50
 - Maximum Charge Per Shipment.....\$127.35

Charges must be paid or guaranteed before the service will be performed. These charges are in addition to the applicable freight charges for the shipment. These charges do not include the public warehouse or storage fees.

End Item 910

Transfer of Lading	ITEM 959
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1. When shipments cannot be picked-up with the vehicle to be used in transporting the shipment over the highway, or cannot be delivered with the vehicle that was used in transporting the shipment over the highway, or when the shipper or consignee requests that the shipment be picked-up or delivered in a vehicle, other than the vehicle used in transporting the shipment over the highway, the following charges will be assessed for this Transfer Service.
 - Charge Per 100 Pounds.....\$3.70
 - Minimum Charge Per Shipment.....\$139.50
2. The party requesting this service will be responsible for payment of these charges.

End Item 959

Weight and Inspection	ITEM 970
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1. Weight

SECTION 1—Weight not on Bill of Lading

If shipper fails to indicate a weight of the shipment on the original bill of lading, carrier will weigh the shipment and charge a fee of \$17.50 per shipment to perform this service. This fee will also be assessed should shipper or consignee request that carrier weigh or reweigh a shipment for any reason.

SECTION 2—Weigh of Shipment

(1) In the event carrier weighs a shipment and the variance in the original weight stated on the Bill of Lading is greater than 200 pounds or equal to greater than 50 pounds and greater than 10 percent of the original stated weight on the Bill of Lading a weigh fee of \$17.50 will apply. Additionally, all applicable freight charges, fuel surcharge, and accessorial charges and any other applicable changes will be modified in accordance with the new weight.

(2) In the event the carrier applies a reweigh correction pursuant to this section, paragraph (1) above to a mixed commodity shipment, the difference between the actual weight and the stated weight will be calculated at the rate of the highest classed article in the shipment.

(3) The \$17.50 correction fee will be assessed plus all applicable fuel surcharge and accessorial charges will be modified accordingly.

2. Inspection

All shipments handled by AACT are subject to inspection by AACT or governmental agencies at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary at our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by AACT of your shipment is proof of your compliance with any such applicable provisions. By tendering the shipment to AACT, shipper, consignee, and any interested third party consent to such inspections and agree that AACT will not be held liable for any loss, damage, action or event arising out of such inspection, except to the extent that AACT is grossly negligent in performing the inspection.

An inspection that results in a correction to the Bill of Lading including but not limited to (1) density of the shipment, (2) the actual or released value of items as defined in the NMFC, (3) lineal foot, or (4) classification is subject to a \$17.50 correction fee plus all applicable freight charges, fuel surcharges, and accessorial charges will be modified accordingly.

End Item 970

Lumper Fees

ITEM 980

A lumper service is a third party service that provides loading and/or unloading services at a customer’s facility. If carrier is required to utilize these services at the customer’s facility, the following charges will apply:

Charge Per 100 Pounds.....	\$7.75
Minimum Charge Per Shipment.....	\$75.00

End Item 980

Import or Export – Loading or Unloading at Piers or Wharves	ITEM 10305
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Lift and Loading or Unloading Charge Per 100 Pounds..... \$10.00
 Minimum Charge Per Shipment for each service.....\$195.00

End Item 10305

Import or Export – Terminal Service Charge	ITEM 10315
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When shipments are picked up or delivered to the piers or wharves listed in this item, the following additional charges will be assessed:

Charge Per 100 Pounds.....\$7.75
 Minimum Charge Per Shipment..... \$125.00

End Item 10315

Application of Rates/Charges – Puerto Rico	ITEM 10325
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PART I - APPLICATION OF RATES

1. Rates, charges, rules and regulations set forth in this item apply between pickup at shipper’s door to delivery at consignee’s door.
2. Rates apply per 100 pounds gross weight or per cubic foot subject to a minimum charge. Where optional weight or measurement rates are named for any article, it is understood that the rate yielding the greater revenue to the carrier will be assessed. Carrier reserves the right to verify the information furnished on the Bill of Lading and make corrections when errors or discrepancies are found.
3. In determining the cubic feet of any piece(s), package(s), or other shipping unit(s), the extreme dimensions of length, width, and depth, including all projecting portions, shall be used.
4. In determining the cubic feet of cylindrical, spherical, or conical objects, the measurements are taken by the square of the diameter times the height of the article.
5. Whenever individual piece(s), package(s) or shipping unit(s) are tendered for carriage and it is necessary that no cargo bestowed on top, beside or beneath same, either because of the nature of the article, or the type of packing used, or lack of packing used, carrier will use the maximum inside height and/or width and/or length dimensions of the carrier’s trailer or container in calculating the height and/or width and/or length of the piece(s), package(s) or shipping unit(s).
6. Documentation/security charge: Per Shipment.....\$35.00
7. A bunker fuel surcharge is added to the ocean rate, coded as BAF (Bunker fuel factor).
8. Over length deliveries are subject to a maximum island delivery charge based on the consignee’s location on the island. Please call for applicable charges.
9. A general rate increase may be added to the ocean rate. Steamship lines may increase rates at any time because of operational expenses and other factors. This

will be coded as GRI (General Rate Increase).

10. A peak season surcharge may be applied by steamship lines during different seasons or routes due to volume peaks or port congestion depending on the route, this will be coded as PSS (Peak Season Surcharge)

PART II - PUERTO RICO DROP AT DOCK IN JACKSONVILLE, FL

In addition to a port to door rate, all shipments dropped at AACT’s terminal in Jacksonville, FL, for subsequent movement to Puerto Rico are subject to a cross dock handling fee. The greater of the minimum charge, the per cwt. charge or the per cubic foot charge as shown below will apply, subject to a maximum charge per shipment of \$400.00.

Minimum Charge per Shipment.....	\$22.00
Jacksonville dock handling fee per cwt.....	\$1.55
Jacksonville dock handling fee per cubic foot.....	\$0.35

PART III - DETENTION--FREE TIME IN PUERTO RICO

1. Shipments will be allowed five (5) days free time for pickup at carrier’s terminal in Puerto Rico by consignee or its agent, and for delivery by carrier at consignee’s request, exclusive of Saturdays, Sundays and legal Holidays, from 8:00 A.M. on the date the shipment arrives at AACT’s terminal and notification of arrival is given consignee or its agent, either verbally, electronic mail, or postal mail. A shipment that is not picked up by consignee or its agent or cannot be delivered within the free time allowed by this item, for reasons beyond the carrier’s control, shall be deemed a "refused or unclaimed shipment", subject to conditions and terms of Item 345, herein. Storage charges will apply based on the size of the shipment and will begin at 8:00 A.M. on the 11th day.
2. When a consignee in Puerto Rico detains equipment (i.e., a trailer or container) beyond five (5) days free time (commencing the first 8:00 A.M. following arrival of the equipment at the consignee’s premises, including Saturdays, Sundays, and Holidays) an accessorial charge as provided below will be assessed until carrier is notified that the equipment is available for pickup at consignee’s premises.

DETENTION CHARGE (Beyond 7 days)	
Per day for first 5 days.....	\$55.00
Per day for days 6 – 10.....	\$110.00
Per day beyond 10 days.....	\$140.00

3. When a consignee detains a driver more than 2 hours at delivery of a full container, a driver detention charge will apply.

DRIVER DETENTION (Beyond 2 hours)	
Per hour.....	\$75.00

PART IV - CONTAINER DROP FEE IN PUERTO RICO

When a consignee requests that a container be left at consignee’s premises, an additional delivery charge will be applied as follows:

Container Drop Fee (per container) (Zone 1).....	\$175.00
Container Drop Fee (per container) (Zone 2).....	\$285.00
Container Drop Fee (per container) (Zone 3).....	\$435.00

PART V - SALES TAX, COLLECTION OF - PUERTO RICO

For shipments consigned with collect freight charges to individuals or businesses not registered with the Puerto Rico government, AACT must collect an additional 7% of the freight charge amount at time of delivery. This sales tax amount is then deposited with the appropriate government agency in Puerto Rico.

End Item 10325

Application of Rates/Charges – To International Ports

ITEM 10335

1. Rates, charges, rule and regulations set forth in this item apply between pickup at shipper's door to delivery at foreign port.
2. Rates apply per 100 pounds gross weight or per cubic foot subject to a minimum charge. Where optional weight or measurement rates are named for any article, it is understood that the rate yielding the greater revenue to the carrier will be assessed. Carrier reserves the right to verify the information furnished on the Bill of Lading and make corrections when errors or discrepancies are found.
3. In determining the cubic feet of any piece(s), package(s), or other shipping unit(s), the extreme dimensions of length, width, and depth, including all projecting portions, shall be used.
4. In determining the cubic feet of cylindrical, spherical, or conical objects, the measurements are taken by the square of the diameter times the height of the article.
5. Whenever individual piece(s), package(s) or shipping unit(s) are tendered for carriage and it is necessary that no cargo bestowed on top, beside or beneath same, either because of the nature of the article, or the type of packing used, or lack of packing used, carrier will use the maximum inside height and/or width and/or length dimensions of the carrier's trailer or container in calculating the height and/or width and/or length of the piece(s), package(s) or shipping unit(s).
6. Delivery rates to final consignee, where available, will be added to the door to port rates when requested by the customer.
7. A general rate increase may be added to the ocean rate. Steamship lines may increase rates at any time because of operational expenses and other factors. This will be coded as GRI (General Rate Increase).
8. A peak season surcharge may be applied by steamship lines during different seasons or routes due to volume peaks or port congestion depending on the route, this will be coded as PSS (Peak Season Surcharge)

End Item 10335

Application of Rates/Charges – To/From Mexico

ITEM 10345

1. Items picked up or delivered by AACT at direct points and shown on the Bill of Lading as being destined to or originating from points in Mexico will receive the appropriate discount for all transportation charges.
2. The Mexico charges include pickup and delivery in Mexico when the customer has shipping and receiving facilities that will accommodate P&D equipment.
3. Rates do not include the Mexico Value Added Tax, if any, on shipments between the U.S. and Mexico, Customs Broker Fees, International Drayage, or other applicable charges.
4. The Bill of Lading must show complete customer name, Mexican address, city, state, zip code, and telephone number.
5. The Bill of Lading must state "Mexico Through Service Requested" to indicate that freight will

be given to AACT’s Mexico partner after customs clearance.

- 6. Additional services by the Mexican customer and performed by the Mexican carrier shall be the responsibility of the Mexican customer requesting the additional service(s). Collection of charges for such additional service(s) are the responsibility of the Mexican carrier.
- 7. Routing errors by the customs broker at the border are not the responsibility of AACT. Mexico through service rates only apply when freight is tendered to the Mexican carrier designated by AACT. Should the broker route the freight to another Mexican carrier, AACT rates to the border will apply and a fee for reconsignment will apply. (See Item 820)

End Item 10345

Canadian Cross Border Fee	ITEM 10355
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All LTL and TL shipments moving across the Canada/US border, both northbound and southbound, will be subject to a Cross Border Fee (in US funds) of:
 Per shipment.....\$22.00

End Item 10355

Limitation of Liability - International	ITEM 10365
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The Carmack Amendment and the provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply.

AACT shall have no liability for delay, loss or damage when it is not in physical possession of the freight. To the extent liability cannot be excluded completely, the released rates shall be as set forth below.

- 1. CANADA
AACT’s maximum liability on shipments between the U.S. and Canada is limited to \$2.00 per pound.
- 2. MEXICO
With respect to any shipment moving between points in the U.S. and points in Mexico, AACT shall have no liability either for itself or for any Mexican carrier involved in the move, for loss, damage or delay which occurs in Mexico, or while in the possession of a designated customs broker, freight forwarder, drayage company, etc.
- 3. OCEAN CARRIAGE
With respect to any shipment moving between points in the U.S. and points outside the U.S. that includes carriage by ocean, carrier liability is limited to \$500.00 per packaging unit per bill of lading, not to exceed \$10,000.00 per container.
- 4. AIR CARRIAGE
With respect to any shipment moving between points in the U.S. and points outside the U.S. that includes carriage by ocean, carrier liability is limited to \$9.07 per pound per packaging unit per bill of lading, not to exceed \$10,000.00 per container.

End Item 10365