

ACTION GUARANTEED DAY (AGD) provides shippers with enhanced CARRIER tracking services through established operational processes, assuring that shipments will arrive per published transit day standards.

1. Service Request, Fees and Guarantee

- a. AGD service must be requested on the shipper's Bill of Lading at the time of shipment. The Bill of Lading must be marked "ACTION GUARANTEED DAY" requested.
- b. The following additional charges will be added to the shipment: 20% of net linehaul charges subject to a minimum of \$20.00.
- c. AGD services will be considered successfully completed when delivery is made within published standard service days or when shipment is available for delivery 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 CARRIER.
 - d. Other circumstances controlled by the consignee that prevent delivery
 - e. Other limitations as defined in this Item.
- d. Should CARRIER fail to deliver or make the shipment available for delivery within the defined standard, customer may make a written request within 30 days of AGD failure, by 5:00 p.m. local time, to CustomerCare@aaacooper.com. Once the AGD failure is confirmed by CARRIER, CARRIER will remove the AGD fee from the shipment. All other applicable freight charges will remain in effect.
- e. CARRIER reserves the right to suspend the AGD program when conditions warrant. If the program is suspended, CARRIER will post notifications.
- f. Any shipment tendered with AGD on the Bill of Lading that is not eligible for AGD services will be serviced as if no AGD had been requested. All applicable charges and fees will apply.

2. Limitations

- a. CARRIER shall not be liable for any failure to perform AGD 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 CARRIER. CARRIER shall not be liable for consequential damages related to AGD shipments.
- b. AGD is NOT available for shipments that include:
 - a) Shipments of Perishable Goods or shipments requiring Temperature Control service.
 - b) 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.
 - c) Shipments of Prohibited or Restricted Articles as named in Item 780 of this tariff.
 - d) Shipments that are Over-length (more than 12 feet long).
 - e) Shipments requiring Liftgate Delivery.

- f) Shipments of excessive loose pieces (average less than 25 lbs. each).
 - g) Shipments that present load ability or storability problems.
 - h) Shipment with Hazardous Materials requiring segregation.
 - i) Shipments to points not served direct by CARRIER, including points served by interline partner, unless specifically noted.
 - j) Shipments requiring notification prior to delivery.
 - k) Shipments with weights of 10,000 pounds or greater.
- c. Additional charges for AGD service will not be subject to incentive discount provisions.
- d. AGD applies only during "Business Days", excluding "Holidays". Defined as:
- a) BUSINESS DAY: Monday through Friday, excluding Holidays.
 - b) HOLIDAYS: New Year's Day, New Year's Eve, Good Friday, Memorial Day, Independence Day, Labor Day, Mardi Gras (at NEW, BAT, LAF and MOB service centers), 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.
- e. In the event the shipper or party tendering the bill of lading requests AGD 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 AGD fee.

End Item 895