



**Terms, Conditions, Rules & Special Charges for  
Less-Than-Truckload Services**

**ARC 112-B**

**USDOT Registration Number: 2946400**

**Freight Forwarder FMCSA Docket Number: FF-17300**

**Broker FMCSA Docket Number: MC-997363**

**Effective:**

**EXPIRED 11-30-2018**

**Introduction**

The standard less-than-truckload transportation services provided or arranged by ArcBest II, Inc. (ArcBest®) and considered in the standard linehaul charges include normal pickup service at origin over the road transportation of the commodities; and normal delivery at final destination at a dock facility designed to receive freight shipments.

This publication contains the explanation of, and charges for, optional services that may be requested by the shipper, consignee or third party payor beyond those normally associated with standard transportation. Rules, charges and conditions of these optional services will apply on all shipments moving under pricing publications and agreements, including individual customer agreements, where ARC 112 is shown as a governing publication.

Provisions in this publication are effective **April 16, 2018** and apply on shipments tendered on or after **April 16, 2018** and are subject to change. Any exceptions will be noted in specific account pricing provisions.

Visit [arcb.com](http://arcb.com) for current provisions.

*The terms, conditions, pricing, rules and all other provisions of this tariff apply only to ArcBest II, Inc., as the sole participating company in this tariff.  
Any references herein to "ArcBest" refer solely to ArcBest II, Inc.*

*All trademarks used in the tariff are used by ArcBest under license from their respective owners.*

**A Summary Of Frequently Used Special Services – ARC112-B**

<b>Special Service</b>	<b>Charges</b>	<b>Item</b>
<b>Advancing Charges</b>	6% of amount advanced; minimum charge of 100.00	300
<b>Arrival Notification and Special Handling</b>	56.00 per shipment, including appointment (at no additional charge)	485-1
<b>Bills of Lading, Freight Bills and Statements of Charges</b>	Itemized information as a prerequisite for payment will be subject to a charge of 16.25 for each document or copy	360
<b>Certified Weight Receipt</b>	35.00 per certified weight receipt per shipment	993
<b>Collect On Delivery (COD) Shipments</b>	6% of COD amount, including appointment (at no additional charge); minimum charge of 130.00	430
<b>Construction Site/Limited Access P/U or Del</b>	11.00 per cwt; 150.00 minimum and 475.00 maximum per shipment	440
<b>Customs or In Bond Freight</b>	5.00 per cwt; 150.00 minimum and 475.00 maximum per shipment per trailer. For the boroughs of Manhattan, Brooklyn, Queens and the Bronx, charges are 10.00, 215.00, 805.00, respectively.	480
<b>Delivery of Freight Bill Prior to Del of Shipment</b>	No charge for this service. See item for additional considerations.	485
<b>Detention - Vehicles With Power Units</b>	50.00 per vehicle per 15 minutes; 52.50 minimum. See item for determination of allowed free time.	500
<b>Detention - Vehicles Without Power Units</b>	24 hour free time. 182.58 per day for additional 48 hours. See item for additional time periods.	501
<b>Disposal of Packing Material, Debris, Trash</b>	62.82 per 15 minutes	680
<b>Diversion-Motor To Air Transportation</b>	Unloading and reloading: 119.75 per half hour per man, min. 119.75 Delivery to air terminal: 19.50 per cwt, minimum charge of 119.75	517
<b>Exclusive Use and Control of Vehicle or Doubles Trailer</b>	See item for charges and application.	525
<b>Export or Import Shipment Requirements at the U.S.- Canadian Border</b>	Unloading, handling and loading: 4.49 per cwt, min. charge of 25.59. Storage: 3.43 per cwt, 17.30 per shipment per calendar day, subject to minimum of 61.00 per shipment	550
<b>Flatbed Service</b>	11.90 per cwt, 395.00 minimum and 995.00 maximum per shipment per piece of special equipment.	959
<b>Forklift Service</b>	240.00 per shipment per trailer	560-1
<b>Hazardous Materials</b>	See Item for charges.	973
<b>Inside Delivery-Handling Freight at Positions Not Immediately Adjacent to Vehicle</b>	12.50 per cwt. 120.00 minimum and 1275.00 maximum per occurrence*. For the borough of Manhattan, charges are 30.25, 145.50, 1375.00, respectively.	566
<b>Liability Limitations</b>	An additional charge of 3% of the requested excess coverage, subject to a minimum charge of 82.00. See item for non-domestic shipments.	780-1
<b>Liftgate Service</b>	8.85 per cwt; 180.00 minimum and 415.00 maximum per occurrence*	758
<b>Loading or Unloading, Extra Labor</b>	135.00 per man per hour (1 hour min.) 8 am-5 pm Mon-Fri 240.00 per man per hour (1 hour min.) 5 pm-8 am Mon-Fri 240.00 per man per hour (700.00 minimum charge) Saturday	560
<b>Marking or Tagging Freight</b>	6.00 per package, minimum charge of 85.00	580
<b>Over-dimension Freight</b>	85.00 per shipment containing one or more articles that => 8' but < 11' in length 125.00 per shipment containing one or more articles that = > 11' but < 14' in length 170.00 per shipment containing one or more articles that = > 14' but < 20' in length 325.00 per shipment containing one or more articles that = > 20' but < 27' in length	670
<b>Pickup/Delivery Service - Non-Business</b>	See Item for charges.	754
<b>Pickup/Delivery Service, Special Equipment</b>	11.90 per cwt, 395.00 minimum and 995.00 maximum per shipment per piece of special equipment.	959
<b>Reconsignment or Diversion</b>	See Item for charges.	820
<b>Redelivery</b>	13.00 per cwt; 115.00 minimum and 550.00 maximum per occurrence*. Minimum charge of 140.00 on order notify	830
<b>Residential Pickup/Delivery</b>	11.00 per cwt; 150.00 minimum and 475.00 maximum per shipment. 185.90 minimum for zips 70001 – 70499.	751
<b>Secured Shipment Divider Service</b>	335.00 usage fee, 135.00 per hour per man to install temporary stowing components to safely transport a shipment.	881
<b>Single Shipment Charge</b>	42.00 per shipment rated at less than 500 lbs or as a minimum charge	885
<b>Sorting and Segregating/Spec. Handling (Para. 5)</b>	1.30 per package, minimum charge of 115.00	750
<b>Stopoff for Partial Loading/Unloading</b>	390.00 per each stop	900
<b>Storage</b>	4.40 per cwt; 32.00 minimum per day; 110.00 minimum per shipment. Maximum charge per day per vehicle of 275.00	910
<b>Time Definite Delivery - On, By or Between the Date(s)</b>	See item for full details.	486

\* When one shipment requires multiple trailers, application of fees is per shipment per trailer.

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**GOVERNING PUBLICATIONS****ITEM 100**

This tariff is governed by the following tariffs and by their supplements or successive issues, except as otherwise provided.

**KIND OF TARIFF ISSUING AGENT AND TARIFF SERIES**

Classification, Governing	STB NMF 100
Terms, Conditions, Rules & Special Charges	ARC 111
Commodity Classification for Exempt Commodities and General Exceptions to the NMFC	ARC 100
Mileage Guide	HGB 100
Direct Service Points	Internet Site (arcb.com)

**LIST OF PARTICIPANTS****ITEM 105**

The company participating in this tariff is ArcBest II, Inc. (ArcBest®) and the motor carriers and service providers selected for use in providing less-than-truckload services through ArcBest (Service Providers).

**DEFINITIONS****ITEM 110**

The following definitions apply to terms and phrases used in this document:

1. The term "terminal," "facility," "Service Provider's freight terminal" or "carrier's freight terminal" means Service Provider's facility at which freight shipments are ordinarily loaded to or unloaded from linehaul vehicles.
2. A "shipment" is a quantity of freight received from one shipper, at one place at one time for one consignee at one destination and covered by one bill of lading.
3. The term "customer" means a party that may be recognized as either the shipper (also referred to as consignor) or the consignee. When an intermediary is responsible for payment of services arranged and/or performed by ArcBest, customer shall include intermediaries.
4. A. The term "truck" or "vehicle" means any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, propelled or drawn by a single power unit and used on highways in the transportation of property. When the vehicles consist of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. Typically, a vehicle consists of two doubles trailers or a single van.  
B. The term "standard trailer" or "van" means a trailer of not less than 35 feet in length.  
C. The term "pup" or "doubles trailer" means a trailer 34 feet or less in length.  
D. The term "trailer" means any standard trailer, van, pup, doubles trailer or any other similar non-power equipment used by the carrier to transport or move freight from one location to another.



5. The term "import" or "import traffic" means any traffic with a foreign country origin.
6. The term "export" or "export traffic" means any traffic with a foreign country destination.
7. Except as otherwise provided, the terms "Mode 1," "Mode 2," "Mode 3," "Mode 4," "Single Line," "Points Served Direct," or "Joint Line," as used herein or in tariffs governed by this tariff, are defined as follows.

**Mode 1** - Shipments originated and delivered between points shown as direct service points.

**Mode 2** - Shipments originated at a point shown as a direct service point and delivered to the consignee at a point not shown as a direct service point.

**Mode 3** - Shipments originated at a point not shown as a direct service point or received from a connecting line carrier and delivered to the consignee at a point shown as a direct service point.

**Mode 4** - Shipments originated and delivered to points not shown as direct service points.

**Single Line** - Service for shipments moving as defined under "Mode 1" above.

**Points Served Direct** - Points listed as a direct service point on ArcBest II, Inc.'s Internet site ([www.arcb.com](http://www.arcb.com)).

**Joint Line** - Service for shipments moving as defined under "Mode 2" or "Mode 3." Pricing applicable to "joint-line" shipments does not apply on Mode 4 shipments unless specifically provided.

8. For shipments moving under provisions subject to rates listed in Item 130 herein, minimum charge (MCHG), less-than-truckload (LTL), any quantity (AQ), and LTL volume (VOL) are defined below:
  - A. Minimum charge (MCHG), less-than-truckload (LTL) or any quantity (AQ) apply only in connection with shipments which move under rates subject to minimum weights of 20,000 pounds or less.
  - B. LTL Volume (VOL) apply only in connection with shipments moving on rates stated in units per type of equipment.

In the event provisions make reference to a minimum weight greater than 20,000 pounds and rates listed in Item 130 are shown to be applicable, the 20,000 pound rate in these tariffs at the minimum weight specified will be applied.

9. For shipments moving under provisions subject to rates other than those listed in Item 130 herein, minimum charge (MCHG), less-than-truckload (LTL), any quantity (AQ), and LTL volume (VOL) shipments are defined below:
  - A. Minimum charge (MCHG), less-than-truckload (LTL) or any quantity (AQ) apply only in connection with shipments which meet **each** of the following conditions:
    - (1) Shipments moving under rates subject to minimum weights of less than 20,000 pounds.
    - (2) Shipments effectively occupying less than 2250 cubic feet of line-haul equipment space. ("Effectively occupying" and "cubic feet" are further defined in Paragraph 14, herein.) Provisions of this sub paragraph will **not** apply in connection with shipments moving on full (not reduced) class (not exception) rates and will **only** apply when specific reference is made hereto.
    - (3) Shipments not moving on rates stated in units per mile or rates per type of equipment.

B. LTL Volume (VOL) apply only in connection with shipments meeting any of the following conditions:

- (1) Shipments moving under rates subject to minimum weights of 20,000 pounds or more.
- (2) Shipments effectively occupying 2250 cubic feet or more of line-haul equipment space. ("Effectively occupying" and "cubic feet" are further defined in Paragraph 14, herein.) Provisions of this sub paragraph will apply only when specific reference is made hereto.
- (3) Shipments moving on rates stated in units per mile or rates per type of equipment.

10. The terms "Prepaid" and "Collect" mean:

- A. A prepaid shipment is one in which the charges for transportation services rendered at the request of the shipper, including charges for any special services performed at the request of the shipper, are to be paid by the shipper.
- B. A collect shipment is one in which the charges for transportation services, including special services rendered at the request of the consignee, or requested by the shipper for the consignee, are to be paid by the consignee.

11. The terms "Outbound Prepaid," "Inbound Collect," "Outbound Collect," and "Inbound Prepaid" mean:

- A. **Outbound Prepaid** means Mode 1 or Mode 2 prepaid shipments originating from a facility of the shipper for whom the special tariff provisions, (i.e., rates, discount, percentage expression, etc.) to be applied are named.
- B. **Inbound Collect** means Mode 1 or Mode 3 collect shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.
- C. **Outbound Collect** means Mode 1 or Mode 2 collect shipments originating from a facility of the shipper for whom special tariff provisions, to be applied are named.
- D. **Inbound Prepaid** means Mode 1 or Mode 3 prepaid shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.

12. The term(s) "Specific Account Pricing," "Account Pricing," "Named Account Pricing," "Named Shipper Pricing," "Account Code Pricing," "Special Tariff Provisions," or similar words mean rates, charges, tariff or contract provisions that are restricted to apply only for the identified account.

The reference to rates, charges, tariff or contract provisions herein include, but are not limited to, various forms of pricing provisions that result in charges higher than, equal to or lower than those resulting from application of full (unaltered) class rates.

13. Refund, deduct, incentive refund and incentive deduct discounts are defined:

- A. Refund discounts are those discounts described by the use of the term(s) "refund," "claim," "abstract," "off bill" or similar words when no part of the discount is to be shown as a deduction on the freight bill. Incentive refund discounts apply similarly, but are further described by use of the term(s) "incentive," "volume incentive," "threshold," "per shipment" or similar words. Off-bill discounts/refunds and the party to whom they are paid will be disclosed on the copy of the freight bill presented for payment.
- B. Deduct discounts are those discounts which result in a reduction in the charges on the freight bill. Incentive deduct discounts apply similarly, but are further described by use of the term(s) "incentive," "volume incentive," "threshold," "per shipment" or similar words.

14. The terms “effectively occupying,” “effective occupancy,” “effective cube,” and similar terms, refer to the line-haul equipment space required to transport a shipment. Unless otherwise specified, “cubic feet” of a shipment will mean “effective occupancy” of that shipment.

Effective occupancy in cubic feet shall be determined by multiplying the greatest (most extreme) straight-line dimensions of length, width and height of space the shipment occupies in inches and dividing the total by 1,728 cubic inches (one cubic foot). All fractions under one-half inch will be dropped, all fractions of one-half inch or greater will be extended to the next full inch. Subject to the following minimum dimensions:

- i. Height: A minimum vertical dimension of eight (8) feet shall be used to determine the cube of the shipment when top loading of **like** cargo is precluded because of:
  - A. the nature of the shipment, including conditions which inhibit top-loading or which would pose a hazard of damage to cargo or its packaging;
  - B. packaging or lack of packaging used
  - C. palletization in “pyramided,” “rounded off,” or “topped off” fashion;
  - D. specific instructions by the shipper in the form of a bill of lading notation, including instructions to avoid top-loading or double stacking; and/or
  - E. the height of the shipment when it exceeds 60 inches.
- ii. Width: If the extreme width dimension of a shipment is six (6) or more feet, a minimum width of eight (8) feet will be used to calculate effective cubic occupancy.
- iii. When a shipper prohibits the carrier from utilizing any part of a trailer by means of installing Secured Shipment Dividers, bulkheads, partitions, blocking, bracing or any other means, the measurements used in determining the cubic requirements of the shipment will be: Height of 106 inches; Width of 96 inches; Length, use the linear distance from the inside front of the trailer to that portion of the partition, blocking, bracing, etc., nearest the rear of the trailer

If shipment dimensions are not available, the minimum dimensions for height and width as outlined above will apply for each individual piece in determining the effective occupancy of the shipment.

For the purpose of determining NMFC density-based classifications, the dimensions of articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series.

15. The terms “Zip Zone,” “Zip Code Prefix,” “Three-Digit Zip Code,” etc., mean the first three characters of the postal code (including the Canadian postal code, if applicable) assigned to a particular point.
16. The term “intermediaries” or “intermediate” means a broker, freight forwarder, third party logistics provider, shipper or consignee agent, non-vessel operating common carrier, indirect air carrier, ocean freight forwarder or otherwise who for a shipper or consignee arranges services with ArcBest or through its service providers.
17. The term “personal effects” or “household goods” as used in connection with transportation, means property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by, the householder; or arranged and paid for by another party.

**THIRD PARTY LOGISTICS PROVIDERS****ITEM 115**

If you are an Intermediary and not the beneficial owner of the property or personal effects tendered for the shipment or services, you hereby represent and warrant that you have the authority to bind your customer or principal to the terms and conditions of this tariff and the limitations and provisions therein.

In addition to any other defense or indemnification obligations in this tariff, Intermediaries shall indemnify, defend and hold harmless ArcBest and its service providers utilized hereunder for any and all claims, causes of action, liabilities and damages from any of your customers, principals or any cargo claimant with a beneficial ownership interest in the property or personal effects for any property or personal effects claims arising from shipments or services tendered by you under this tariff where such claimants are seeking property or personal effects liability and damages in excess of the applicable property or personal effects liability limitations and other liability limitations set forth herein.

**Section 1: Insurance**

At all times while services are being arranged or performed by ArcBest, Intermediaries must maintain General Liability coverage including contractual coverage in the amount of not less than \$1,000,000 per occurrence, and Cargo Liability coverage in the amount of not less than \$100,000 per shipment. Upon ArcBest's request, Intermediaries shall provide to ArcBest certificates of insurance verifying such required coverages, coverage amounts and indicating therein ArcBest as an additional insured and loss payee, as applicable. Intermediaries shall be solely responsible for all premiums, deductibles and/or self-retention as to foregoing insurance coverages.

**Section 2: Payment**

When an Intermediary is responsible for payment for services arranged and/or performed by ArcBest, ArcBest will seek payment from the Intermediary. If the Intermediary does not pay for services arranged and/or performed by ArcBest, then, ArcBest may seek payment directly from the shipper, consignee and/or a third party payor.

**GOVERNING LAW****ITEM 125**

The terms and conditions of this tariff govern services performed by ArcBest for its customers. Federal laws, regulations and preemption shall govern any dispute between customers and ArcBest in any administrative and/or judicial proceedings. In the event that any terms or conditions herein, or otherwise, require interpretation or application which is not otherwise provided under federal statutes, regulations, preemption and/or common law, then the laws of the State of Arkansas, without regard to its principles of conflicts of laws, shall interpret and apply thereto. Venue shall always be in a federal or state court located in Sebastian County, State of Arkansas.

In the event any item or provision of an item in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of law, such determination shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular item or provision held to be invalid, and the rights and obligations of Customer and ArcBest shall be construed and enforced accordingly.

Customer agrees that it will not sue ArcBest as a class plaintiff or class representative, join a class as a member or agree to consolidate Customer's action into or participate as an adverse party in any way in a class action lawsuit against ArcBest. However, nothing in this item limits Customer's rights to bring a lawsuit as an individual plaintiff.

**APPLICATION OF CLASS RATE TARIFFS****ITEM 130**

Reference made to this item herein will only include the following Class Rate Tariffs, and any supplements thereof:

<b>502-AO</b>	<b>503-T</b>	<b>504-AO</b>	<b>514-AI</b>	<b>524-X</b>
50202	5030701	50402	51402	5241010
50203	5030703	50403	51403	5241107
50204	5030802	50404	51404	5241206
5029801	5030901	5049801	5149801	5241305
5029901	5031001	5049901	5149901	5241403
5029909	5031010	5049909	5149909	5241411
5020008	5031102	5040008	5140004	5241510
5020108	5031107	5040108	5140008	5241608
5020208	5031206	5040208	5140108	5241705
5020307	5031305	5040307	5140208	5241804
5020406	5031403	5040308	5140307	
5020505	5031411	5040406	5140406	
5020604	5031510	5040505	5140505	
5020703	5031608	5040604	5140604	
5020802	5031705	5040703	5140703	
5020901	5031804	5040802	5140802	
5021001		5040901	5140901	
5021010		5041001	5141001	
5021107		5041010	5141010	
5021206		5041107	5141107	
5021305		5041206	5141206	
5021403		5041305	5141305	
5021411		5041403	5141403	
5021510		5041411	5141411	
5021608		5041510	5141510	
5021705		5041608	5141608	
5021804		5041705	5141705	
		5041804	5141804	

**FORCE MAJEURE****ITEM 135**

Neither Customer nor Carrier shall be liable for damages of any kind arising from a delay in its performance caused by forces beyond their control, including, but not limited to, acts of God, public enemies or authorities, strikes, labor disputes, acts of terrorism, severe weather or any reason beyond the control of the party which has an adverse effect on either Carrier or Customer's ability to perform, except Customer shall not be excused from payment of undisputed freight charges for services already rendered by Carrier.

**APPLICATION OF TARIFF****ITEM 150**

This tariff contains terminal service rules and charges for application with shipments moving under rates and other provisions **in this tariff, and in tariffs and contracts governed by this tariff.**

**NON-APPLICATION****ITEM 151**

Except as otherwise provided, pricing provisions producing charges lower than the full unreduced class rates (including but not limited to commodity rates, discounts, percentage expressions, modified special service charges, exception ratings lower than the NMFC class or rating, and allowances) will not apply on:

1. shipments which are subject to Section 13712 quotations (often referred to as government tenders);
2. shipments that have departed the origin terminal moving on "collect on delivery" or "order notify," or shipments that are converted to "collect on delivery" or "order notify" in route;
3. special service charges or charges advanced by ArcBest;
4. shipments subject to otherwise discounted class rate scales;
5. shipments subject to the "Exclusive Use of Vehicle" provisions of Item 525, herein and/or subject to the "Capacity Load Minimum Charge" provisions of Item 390, herein;
6. shipments subject to LTL volume rates;
7. distribution charges, local beyond charges, handling charges, or any other charges applying in connection with pool distribution shipments. (Except, the charges on the linehaul portion of a pool distribution shipment may be reduced when all other criteria are met.);
8. commodities where the governing classification, STB NMF 100, publishes a "0" provision, or a "not taken" provision;
9. magazine, periodical, or flexible paper book covers or part covers, having value for credit purposes except when consignor declares a released value at time of shipment as provided in ARC 100, Section 2;
10. shipments moving between points in the same state, unless rated under class rate tariffs listed in Item 130 herein.
11. shipments rated at the 20M-40M line of rates, unless rated under class rate tariffs listed in Item 130 herein. When shipments with a rated weight of 10,000 lbs. or more are rated under class rate tariffs not outlined in Item 130, the lower of either the undiscounted LTL Volume (20M-40M) weight bracket rate or the discounted 10,000-lb. weight bracket rate will apply.

**APPLICATION OF SPECIAL CHARGE WAIVERS****ITEM 155**

Except as otherwise provided, waivers or exceptions to special service charges will apply only for the paying party for whom the waiver or exception was established.

**QUOTATION OF ESTIMATED CHARGES****ITEM 160**

1. When ArcBest has furnished, either orally or in writing, an estimate of published tariff charges, that estimate will be based on the effective published tariff provision(s) and the facts concerning the shipment(s) which are provided to ArcBest.
2. Estimates of freight charges are furnished as a convenience to the shipping public, represent an approximation of freight charges, and are not binding either on ArcBest or the shipper.
3. All transportation charges on a shipment will be assessed on the basis of provisions legally in effect at the time of shipment and the characteristics of the freight actually tendered to ArcBest or Service Provider.

**COMPUTATION AND APPLICATION OF FUEL SURCHARGE****ITEM 161**

Unless otherwise specifically provided, a fuel surcharge as shown in the table below shall apply on all line haul charges when the U.S. National Average Fuel Index in cents is:

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	VOL
*	1.50	*	*
1.50	1.51	17.4%	34.8%
1.51	1.52	17.4%	34.8%
1.52	1.53	17.4%	34.8%
1.53	1.54	17.4%	34.8%
1.54	1.55	17.5%	35.0%
1.55	1.56	17.5%	35.0%
1.56	1.57	17.5%	35.0%
1.57	1.58	17.5%	35.0%
1.58	1.59	17.6%	35.2%
1.59	1.60	17.6%	35.2%
1.60	1.61	17.6%	35.2%
1.61	1.62	17.6%	35.2%
1.62	1.63	17.7%	35.4%
1.63	1.64	17.7%	35.4%
1.64	1.65	17.7%	35.4%
1.65	1.66	17.7%	35.4%
1.66	1.67	17.8%	35.6%
1.67	1.68	17.8%	35.6%
1.68	1.69	17.8%	35.6%
1.69	1.70	17.8%	35.6%
1.70	1.71	17.9%	35.8%
1.71	1.72	17.9%	35.8%
1.72	1.73	17.9%	35.8%
1.73	1.74	17.9%	35.8%
1.74	1.75	18.0%	36.0%
1.75	1.76	18.0%	36.0%
1.76	1.77	18.0%	36.0%
1.77	1.78	18.0%	36.0%
1.78	1.79	18.1%	36.2%
1.79	1.80	18.1%	36.2%
1.80	1.81	18.1%	36.2%
1.81	1.82	18.1%	36.2%
1.82	1.83	18.2%	36.4%
1.83	1.84	18.2%	36.4%
1.84	1.85	18.2%	36.4%
1.85	1.86	18.2%	36.4%
1.86	1.87	18.3%	36.6%
1.87	1.88	18.3%	36.6%
1.88	1.89	18.3%	36.6%
1.89	1.90	18.3%	36.6%
1.90	1.91	18.4%	36.8%
1.91	1.92	18.4%	36.8%
1.92	1.93	18.4%	36.8%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	VOL
2.76	2.77	23.0%	46.0%
2.77	2.78	23.1%	46.2%
2.78	2.79	23.1%	46.2%
2.79	2.80	23.2%	46.4%
2.80	2.81	23.3%	46.6%
2.81	2.82	23.3%	46.6%
2.82	2.83	23.4%	46.8%
2.83	2.84	23.4%	46.8%
2.84	2.85	23.5%	47.0%
2.85	2.86	23.6%	47.2%
2.86	2.87	23.6%	47.2%
2.87	2.88	23.7%	47.4%
2.88	2.89	23.7%	47.4%
2.89	2.90	23.8%	47.6%
2.90	2.91	23.8%	47.6%
2.91	2.92	23.9%	47.8%
2.92	2.93	24.0%	48.0%
2.93	2.94	24.0%	48.0%
2.94	2.95	24.1%	48.2%
2.95	2.96	24.1%	48.2%
2.96	2.97	24.2%	48.4%
2.97	2.98	24.3%	48.6%
2.98	2.99	24.3%	48.6%
2.99	3.00	24.4%	48.8%
3.00	3.01	24.4%	48.8%
3.01	3.02	24.5%	49.0%
3.02	3.03	24.5%	49.0%
3.03	3.04	24.6%	49.2%
3.04	3.05	24.7%	49.4%
3.05	3.06	24.7%	49.4%
3.06	3.07	24.8%	49.6%
3.07	3.08	24.8%	49.6%
3.08	3.09	24.9%	49.8%
3.09	3.10	24.9%	49.8%
3.10	3.11	25.0%	50.0%
3.11	3.12	25.1%	50.2%
3.12	3.13	25.1%	50.2%
3.13	3.14	25.2%	50.4%
3.14	3.15	25.2%	50.4%
3.15	3.16	25.3%	50.6%
3.16	3.17	25.4%	50.8%
3.17	3.18	25.4%	50.8%
3.18	3.19	25.5%	51.0%

1.93	1.94	18.4%	36.8%
1.94	1.95	18.5%	37.0%
1.95	1.96	18.5%	37.0%
1.96	1.97	18.5%	37.0%
1.97	1.98	18.5%	37.0%
1.98	1.99	18.6%	37.2%
1.99	2.00	18.6%	37.2%
2.00	2.01	18.6%	37.2%
2.01	2.02	18.7%	37.4%
2.02	2.03	18.7%	37.4%
2.03	2.04	18.8%	37.6%
2.04	2.05	18.9%	37.8%
2.05	2.06	18.9%	37.8%
2.06	2.07	19.0%	38.0%
2.07	2.08	19.0%	38.0%
2.08	2.09	19.1%	38.2%
2.09	2.10	19.1%	38.2%
2.10	2.11	19.2%	38.4%
2.11	2.12	19.3%	38.6%
2.12	2.13	19.3%	38.6%
2.13	2.14	19.4%	38.8%
2.14	2.15	19.4%	38.8%
2.15	2.16	19.5%	39.0%
2.16	2.17	19.6%	39.2%
2.17	2.18	19.6%	39.2%
2.18	2.19	19.7%	39.4%
2.19	2.20	19.7%	39.4%
2.20	2.21	19.8%	39.6%
2.21	2.22	19.8%	39.6%
2.22	2.23	19.9%	39.8%
2.23	2.24	20.0%	40.0%
2.24	2.25	20.0%	40.0%
2.25	2.26	20.1%	40.2%
2.26	2.27	20.1%	40.2%
2.27	2.28	20.2%	40.4%
2.28	2.29	20.2%	40.4%
2.29	2.30	20.3%	40.6%
2.30	2.31	20.4%	40.8%
2.31	2.32	20.4%	40.8%
2.32	2.33	20.5%	41.0%
2.33	2.34	20.5%	41.0%
2.34	2.35	20.6%	41.2%
2.35	2.36	20.7%	41.4%
2.36	2.37	20.7%	41.4%
2.37	2.38	20.8%	41.6%
2.38	2.39	20.8%	41.6%

3.19	3.20	25.5%	51.0%
3.20	3.21	25.6%	51.2%
3.21	3.22	25.6%	51.2%
3.22	3.23	25.7%	51.4%
3.23	3.24	25.8%	51.6%
3.24	3.25	25.8%	51.6%
3.25	3.26	25.9%	51.8%
3.26	3.27	25.9%	51.8%
3.27	3.28	26.0%	52.0%
3.28	3.29	26.0%	52.0%
3.29	3.30	26.1%	52.2%
3.30	3.31	26.2%	52.4%
3.31	3.32	26.2%	52.4%
3.32	3.33	26.3%	52.6%
3.33	3.34	26.3%	52.6%
3.34	3.35	26.4%	52.8%
3.35	3.36	26.5%	53.0%
3.36	3.37	26.5%	53.0%
3.37	3.38	26.6%	53.2%
3.38	3.39	26.6%	53.2%
3.39	3.40	26.7%	53.4%
3.40	3.41	26.7%	53.4%
3.41	3.42	26.8%	53.6%
3.42	3.43	26.9%	53.8%
3.43	3.44	26.9%	53.8%
3.44	3.45	27.0%	54.0%
3.45	3.46	27.0%	54.0%
3.46	3.47	27.1%	54.2%
3.47	3.48	27.2%	54.4%
3.48	3.49	27.2%	54.4%
3.49	3.50	27.3%	54.6%
3.50	3.51	27.3%	54.6%
3.51	3.52	27.4%	54.8%
3.52	3.53	27.4%	54.8%
3.53	3.54	27.5%	55.0%
3.54	3.55	27.6%	55.2%
3.55	3.56	27.6%	55.2%
3.56	3.57	27.7%	55.4%
3.57	3.58	27.7%	55.4%
3.58	3.59	27.8%	55.6%
3.59	3.60	27.8%	55.6%
3.60	3.61	27.9%	55.8%
3.61	3.62	28.0%	56.0%
3.62	3.63	28.1%	56.2%
3.63	3.64	28.1%	56.2%
3.64	3.65	28.2%	56.4%



2.39	2.40	20.9%	41.8%
2.40	2.41	20.9%	41.8%
2.41	2.42	21.0%	42.0%
2.42	2.43	21.1%	42.2%
2.43	2.44	21.1%	42.2%
2.44	2.45	21.2%	42.4%
2.45	2.46	21.2%	42.4%
2.46	2.47	21.3%	42.6%
2.47	2.48	21.4%	42.8%
2.48	2.49	21.4%	42.8%
2.49	2.50	21.5%	43.0%
2.50	2.51	21.5%	43.0%
2.51	2.52	21.6%	43.2%
2.52	2.53	21.6%	43.2%
2.53	2.54	21.7%	43.4%
2.54	2.55	21.8%	43.6%
2.55	2.56	21.8%	43.6%
2.56	2.57	21.9%	43.8%
2.57	2.58	21.9%	43.8%
2.58	2.59	22.0%	44.0%
2.59	2.60	22.0%	44.0%
2.60	2.61	22.1%	44.2%
2.61	2.62	22.2%	44.4%
2.62	2.63	22.2%	44.4%
2.63	2.64	22.3%	44.6%
2.64	2.65	22.3%	44.6%
2.65	2.66	22.4%	44.8%
2.66	2.67	22.5%	45.0%
2.67	2.68	22.5%	45.0%
2.68	2.69	22.6%	45.2%
2.69	2.70	22.6%	45.2%
2.70	2.71	22.7%	45.4%
2.71	2.72	22.7%	45.4%
2.72	2.73	22.8%	45.6%
2.73	2.74	22.9%	45.8%
2.74	2.75	22.9%	45.8%
2.75	2.76	23.0%	46.0%

3.65	3.66	28.3%	56.6%
3.66	3.67	28.4%	56.8%
3.67	3.68	28.4%	56.8%
3.68	3.69	28.5%	57.0%
3.69	3.70	28.6%	57.2%
3.70	3.71	28.7%	57.4%
3.71	3.72	28.7%	57.4%
3.72	3.73	28.8%	57.6%
3.73	3.74	28.9%	57.8%
3.74	3.75	29.0%	58.0%
3.75	3.76	29.1%	58.2%
3.76	3.77	29.2%	58.4%
3.77	3.78	29.2%	58.4%
3.78	3.79	29.3%	58.6%
3.79	3.80	29.4%	58.8%
3.80	3.81	29.5%	59.0%
3.81	3.82	29.6%	59.2%
3.82	3.83	29.7%	59.4%
3.83	3.84	29.8%	59.6%
3.84	3.85	29.9%	59.8%
3.85	3.86	30.0%	60.0%
3.86	3.87	30.1%	60.2%
3.87	3.88	30.2%	60.4%
3.88	3.89	30.3%	60.6%
3.89	3.90	30.4%	60.8%
3.90	3.91	30.5%	61.0%
3.91	3.92	30.6%	61.2%
3.92	3.93	30.7%	61.4%
3.93	3.94	30.8%	61.6%
3.94	3.95	30.9%	61.8%
3.95	3.96	31.0%	62.0%
3.96	3.97	31.1%	62.2%
3.97	3.98	31.2%	62.4%
3.98	3.99	31.3%	62.6%
3.99	4.00	31.4%	62.8%
4.00	4.01	31.5%	63.0%
4.01	*	*	*

\*Note:

If diesel fuel prices drop below \$1.50 or equal or exceed \$4.01, an updated fuel surcharge table will be issued.

Application:

1. The fuel surcharge level will be adjusted on Wednesday of each week based on the U.S. National Average Fuel Index of the prior Monday. The National Average Fuel Index is published by the Energy Information Administration of the U.S. Department of Energy and is available by telephone at 1-202-586-6966 or on the Internet at [www.eia.doe.gov](http://www.eia.doe.gov). If the National Average Fuel Index is not updated on the prior Monday, the next updated National Average Fuel Index posted prior to Wednesday will be used to calculate the fuel surcharge level for that week beginning on Wednesday and ending on Tuesday of the following week. In the event the National Average Fuel Index is not updated by Tuesday, the previous week's index will be used.
2. For the purposes of this item, 'VOL' shall be defined as a shipment:
  - A. effectively occupying more than 28 linear feet of line-haul equipment space; or
  - B. having actual weight of 20,000 lbs or more (Note 1); or
  - C. moving as a Capacity Load (Items 390).

Note 1 – Not applicable for shipments moving under a LTL Volume Spot Quote (VPQ).

3. In applying the surcharge, first determine the freight charges that would otherwise be applicable without the effect of the surcharge, including the effect of the alternation process and any applicable discount or reduction. Once determined, the charge will then be subject to increase by the amount of the surcharge. The surcharge will be shown as a separate line entry on the freight bill.
4. Freight charges for line haul transportation shall include line haul, ocean, pickup and delivery charges such as, but not limited to, minimum charges, charges calculated from class or exception rates, density minimum charges, absolute minimum charges, minimum LTL Volume charges, exclusive use minimum charges, capacity load minimum charges, per vehicle charges and per pup charges. Except as otherwise provided, the increase will not apply to charges for special services. Where a through rate is constructed by combining two or more factors, the surcharge shall be applied to the resulting total charges.

#### **CALIFORNIA COMPLIANCE SURCHARGE**

#### **ITEM 162**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$11.95 per shipment due to higher operating costs, including but not limited to compliance with California state regulations. The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

#### **DASHES BETWEEN RATE SCALES; APPLICATION OF RATES**

#### **ITEM 164**

Where rate scales in this tariff, or in any tariffs governed by this tariff, are separated by a dash (-), it shall indicate that the rate scales specifically shown and all rate scales in between are included. (e.g. MCHG-10M means all rate scales beginning with MCHG and ending with 10M).

**APPLICATION OF RATES - ZIP CODE PREFIX****ITEM 165**

1. Where rates are determined or the application of those rates is governed by Zip Code Prefix Groups, those Groups include all points assigned to the same first three digits of the U.S. Postal Service Zip Code. For example, where a Zip Prefix Group such as "386 thru 394" or "386-394" is used, the Zip Code Prefix Group is all inclusive of such three-digit zip code numbers.
2. A zip code prefix assigned to a customer's physical location will be used for rate making purposes.
3. When a shipment is shipped from or consigned to a U.S. zip code or a Canadian postal zone that is not identified and included within the applicable rating tariff, the shipment rating will be accomplished by using the following hierarchy:
  - a. Apply the most recently-assigned zip code or postal zone for the origin (or destination) that is identified and included in the rating tariff.
  - b. Apply the current base rate tariff.
  - c. Rate the shipment from the Service Provider's terminal nearest the origin (or to the Service Provider's terminal nearest the destination), with an advancing charge (or beyond charge) if required.

**APPLICATION OF SPECIFIC ACCOUNT PRICING****ITEM 166**

Specific Account Pricing (defined in Item 110, Paragraph 12) which is published to apply for a parent account, its subsidiaries and/or divisions, will apply only for subsidiaries or divisions which are majority-owned by the parent and will become effective one working day after prior notification is received by ArcBest of the account ownership.

Such prior notification must include the name of the parent company, the name of the division or subsidiary company, the street address, city, state (or province), and zip (or postal) code.

Notification must be made, in writing, for all changes in ownership or physical location, and directed to:

Account Information Management System Supervisor  
ArcBest  
8401 McClure Drive  
Fort Smith, AR 72916

Only one **specific account pricing provision** shall be applied per shipment. However, one loading and/or one unloading allowance may be applied in addition to the one applicable **specific account pricing provision**. Where combinations of rates are applicable, these provisions will apply separately to each component of the combination.

In the event ArcBest receives no shipments rated under a specific account pricing tariff item during a continuous 120 day period, ArcBest reserves the right to discontinue the item without further notice.

**AUTHORIZED SIGNATURES FOR TRANSPORTATION AGREEMENTS OR CONTRACTS****ITEM 168**

ArcBest's President, Chief Yield Officer, Vice President – Yield Management, and Director, Pricing & Supply Chain Analytics are the only representatives or employees authorized to sign agreements or contracts covering the price, terms or conditions of ArcBest's transportation services. No other employee or representative of ArcBest is authorized to sign such agreements or contracts on behalf of ArcBest.

Electronic Signatures, as defined below, shall be recognized as valid forms of signature on such agreements or contracts, unless specifically excluded through the Global and National Commerce Act (E-Sign).

Electronic, digital, and digitized signatures shall be defined as:

1. Electronic Signatures: any sound, symbol, or process (specifically excluding e-mail) using an electronic medium to identify an individual (i.e., a password, or any of the other forms of electronic signature identified below.)
2. Digital Signature: an electronic signature using asymmetric cryptography to encrypt and decrypt messages.
3. Digitized Signature: a digital image of a physical signature created either by scanning a physical signature or using an electronic device to create a digitally replicated signature.

Where ArcBest is required to retain records of documents either by statute or other agreement, such records will be retained by an electronic record of the electronic, digital, or digitized signature.

The signature of an ArcBest employee or designated Service Provider employee on the bill of lading only acknowledges receipt of the freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by ArcBest.

**AUTHORIZATION TO SCREEN AIR CARGO****ITEM 170**

As required by the Transportation Security Administration (TSA), effective February 1, 2009, all shipments moving via air carrier through any portion of the transportation from original origin to final destination require consent from the shipper for the TSA to screen the shipment as deemed necessary. The shipper indicates agreement and consent to the terms and requirements contained within the Indirect Air Carrier Standard Security Program (IACSSP) in effect at time of pickup.

**APPLICATION OF CLASSES--ARTIFICIAL CONSTRUCTION OF DENSITY TO OBTAIN A LOWER CLASS (BUMPING)****ITEM 171**

"Bumping" is the declaration on the original bill of lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being "bumped" to qualify for a lower classification rating.

"Bumping" may be performed under the provisions in Item 171, NMF 100 Series (NMFC) subject to the following:

1. "Bumping" provisions may only be used for commodity items in the NMFC that assign classes based upon density and then only for those that make specific reference to Item 171 in the NMFC.
2. Shipper may only "Bump" to the next lower (NMFC) class or rating. "Bumping" to an exception or freight all kinds class or rating is not permitted.
3. When the provisions of this rule are utilized, shipper must declare intent to "bump" at time of shipment and include the following items on the original bill of lading: actual cube, actual weight, density group (sub) embracing the actual density, declared density and declared weight for billing.

**RATE/ROUTE - HAWAII, PUERTO RICO OR THE VIRGIN ISLANDS****ITEM 175**

ArcBest serves points in Hawaii, Puerto Rico or the Virgin Islands through Service Providers.

Shipments moving between points in the contiguous United States and points in Hawaii, Puerto Rico or the Virgin Islands may be routed and rated jointly via ArcBest and/or designated Service Provider(s).

**BOATS, KAYAKS, OR CANOES - PACKING OR PACKAGING****ITEM 261**

Rates published by ArcBest for boats, kayaks, or canoes as described in NMF 100 will apply only when packed in wooden boxes. In the event that a shipment of boats, kayaks, or canoes is prepared via another method, the shipment will be subject to the provisions outlined in ARC 100 Series.

**CARBON BLACK****ITEM 262**

ArcBest, at its discretion, may accept shipments containing carbon black commodities (NMFC Item 23900, 23940, 23975, 23980, 40560, 40590, 40600, 40650, 40660 and/or 089820). A charge of \$240.00 per shipment will apply for NMFC Item 40560. For all other carbon black commodities outlined herein, a charge of \$530.00 per shipment will apply.

**ADVANCING CHARGES****ITEM 300**

(Exception to NMF 100, Item 300)

No charges of any description will be advanced to shippers, owners, consignees or their agents, nor to their draymen or warehousemen, except charges which are incidental to the transportation of the shipment. The nature of charges to be advanced must be stated on the bill of lading at the time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to the effect is made by the shipper on the bill of lading and shipping order at time of shipment.

The charges for ArcBest advancing moneys as described above will be 6% of the amount being advanced subject to a minimum charge of \$100.00.

The term "Charges incidental to the transportation of the shipment" shall include only the following:

1. Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced).
2. Loading or unloading charges.
3. Charges for packing and crating the shipment.
4. Drayage charges, defined as local transportation within the pickup terminal area from actual origin to the line-haul carrier's dock.
5. In Bond or custom house charges.
6. Wharfage or handling charges on import shipments.

7. Warehouse storage or warehouse handling charges.
8. Broker's fees on customs or In Bond shipments (See Notes 1 and 2).
9. Demurrage.
10. Carrier's storage.
11. Immediate transportation entry (IT) paper.

Note 1 - When reference is made hereto, the nature of the charges to be advanced need not be stated on the bill of lading at time of shipment if they accrue at a point other than the origin.

Note 2 - Provisions of this item do 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.

**ALLOWANCES****ITEM 315**

Allowances are subject to the following:

**Section 1: General Provisions**

1. Allowances calculated on shipment weight will be subject to a maximum amount per shipment based and calculated on 20,000 pounds.
2. Payment of the allowance will be made by ArcBest to the Customer:
  - A. Only in connection with shipments for which applicable freight charges have been received by ArcBest within 30 days of:
    - (1) the billing date in connection with shipments moving freight charges prepaid,
    - (2) the delivery date in connection with shipments moving freight charges collect,
  - B. And then only when a claim is filed by the Customer with ArcBest within 60 days of the date of the bill of lading or freight bill.
3. Pickup or delivery service must be provided by or at the authorization of ArcBest. Shipments utilizing the unauthorized services of a cartage agent will not qualify for an allowance.
4. In the case of loading, any temporary stowing components or materials required to protect and secure shipments for transportation must be furnished and installed by the shipper.
5. When another transportation provider, for which no agreement exists between ArcBest and that provider, requests delivery service to be performed by ArcBest or designated Service Provider on their behalf, the consignee's unloading allowance established via Specific Account Pricing with ArcBest will not be applicable.

**Section 2: Definition**

“Allowance” is an amount reimbursed to the Customer for performing (un)loading services that are usually performed by ArcBest or designated Service Provider. The amount must be reasonably related to the cost that ArcBest would have otherwise incurred.

**Section 3: Loading & Unloading Allowances**

1. ArcBest will arrange to spot a trailer at the Customer's dock or in the Customer's yard. When necessary, the Customer will move the trailer(s) between their trailer parking area and their dock.
2. The complete loading/unloading of freight must be performed by the Customer at its expense, without requiring any assistance from the driver. The driver and power unit are to be released while loading/unloading is performed. At ArcBest's option, the driver may remain during loading/unloading, and may render assistance.
3. The complete loading of the freight includes the counting of the freight.
4. The Customer shall arrange to load (or unload, as the case may be) trailer(s) arranged by ArcBest. In either case, the Customer shall notate on the bill(s) of lading or freight bill(s), the total weight (in pounds) the Customer has loaded without the assistance of the driver.
5. The Customer shall notify ArcBest when loaded and/or unloaded trailer(s) are ready for removal from the Customer's premises.
6. Customer shall have 24 hours from the time trailer(s) is spotted to load or unload. The actual weight of freight so loaded/unloaded by the Customer will be subject to the applicable allowance(s).
7. Loading/unloading allowances will not apply when Customer is required to provide loading/unloading service in accordance with the otherwise applicable tariff provisions, or Specific Account Provisions.
8. Loading/unloading allowances will not apply in connection with shipments moving under LTL Volume Spot Quotes (VPQ), nor apply in connection with any spot quotes, published general tariff, or Specific Account Pricing that is applicable in connection with a request for expedited time specific transportation service.

**Section 4: Pallet Allowances**

When allowances are based upon shipment palletization, the original bill of lading shall show the total number of pallets included in the shipment.

**Section 5: Allowances for Pickup/Delivery of Freight by Customer at Service Provider's Dock**

When the shipper elects to tender shipment(s) at the ArcBest designated Service Provider's origin dock or the consignee elects to accept delivery at the designated Service Provider's destination dock, instead of the normal pickup or delivery service as provided in Item 750, herein, the following will apply:

1. When a specific allowance is established for the party performing the service, the established allowance in cents per one hundred pounds of actual weight will apply.
2. At the option of ArcBest, the party performing the service may be paid an allowance for each service performed of \$0.50 per one hundred pounds of actual shipment weight, subject to a minimum of \$5.00 and a maximum of \$40.00 per shipment.

When the party performing the service is the payor of the freight charges, the allowance will be shown as an on-bill deduction from otherwise applicable freight charges. When the party performing the service is NOT the payor of the freight charges, ArcBest will issue a check in the amount of the allowance and send it to the party who performed the service.

Allowances paid under the provisions of this Section 5 will:

1. be in addition to all other applicable discounts and pallet allowances.
2. not be subject to Paragraph 4 of Section 1, or Paragraphs 2 and 3 of Section 3 of this item.
3. negate any allowances for the service it replaces.
4. remove charges for special services that are not performed
5. not reduce freight charges below the Absolute Minimum Charge.

**ARRIVAL NOTICE AND UNDELIVERED FREIGHT****ITEM 345****Arrival Notice:**

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment, except as provided in Paragraphs (2) and (3).
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.
  - A. The notice will normally be given by telephone. The notice, however transmitted, will specify the point of origin, the consignor, and the commodity and weight of shipment.
  - B. If mailed, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after it was mailed.
3. For shipments consigned to private residences, as defined in Item 751, all notice of arrival shall be given in the manner described in Paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.

**Undelivered Freight:**

If ArcBest cannot arrange delivery of the freight through no fault of its own, the shipment will be subject to applicable storage or detention charges.



**BILLING AND INVOICING - NON-STANDARD****ITEM 355**

When the service of creating and/or providing a master bill of lading (MBOL) for invoicing purposes is requested by a party to the shipment transaction, a flat charge of \$110.00 per shipment will apply. Charges will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service. ArcBest does not obligate itself to provide this service.

When the service of creating and/or providing a master bill of lading (MBOL) for invoicing purposes is required of the shipper by the paying party and the shipper fails to produce a MBOL, a flat charge of \$110.00 per shipment will be billed to the shipper. ArcBest does not obligate itself to provide this service.

When specifically requested by a party to the shipment transaction (requesting party) to change consignor and/or consignee names and/or locations or to suppress disclosure of such information, ArcBest will make a diligent effort to perform the following non-standard billing service:

1. ArcBest will accept the shipment when tendered by the party in possession of the shipment.
2. The document on which the shipment is tendered, whether issued by ArcBest, the consignor or other party tendering the shipment will be used only to acknowledge receipt of the freight and will not be considered a bill of lading. The receipt will only show information about the payor of the freight charges, the consignee and consignee's location as requested by the payor or requesting party.
3. ArcBest will issue a bill of lading for the complete transportation of the shipment or execute the bill of lading if issued by the requesting party. In either case, the bill of lading must contain all information required by law and all information required by ArcBest to arrange normal shipment transportation services and to calculate applicable freight charges.
4. ArcBest will arrange delivery to the consignee on a delivery receipt that shows only information about the shipper (consignor), TPB or party paying the freight charges as requested by the payor or requesting party.
5. The request for this service must be made sufficiently in advance to permit performance of the above described functions.
6. ArcBest will attempt to perform this service but will bear no responsibility or liability for inadvertent disclosure or incorrect delivery.
7. In addition to all otherwise applicable charges, including but not limited to the charge for Marking or Tagging as provided in Item 580 herein, a flat charge of \$110.00 per shipment per trailer will apply for the service provided in this item.

**BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES  
(Addition to NMF 100, Item 360)****ITEM 360**

**Section 1(f).** When the payor of freight charges requests any of the following as a prerequisite to payment, a charge of \$16.25 for each document or copy will apply.

1. The return of any part of bill of lading sets or copies thereof, other than the one shipper furnished copy. When as a prerequisite to payment, the shipper furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.
2. Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1 (e).
3. The preparation by ArcBest of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges will be subject to a charge of \$1.42 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$16.25 per page, per copy.
4. Any form or copies of forms, other than those described in Section 1 (f) (1) or Section 1 (f) (2), to be submitted with freight bills or statements of charges.
5. Any information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges.

When payor requests proof of delivery be furnished in any form, ArcBest does not obligate itself to perform such service, but agrees to make a diligent effort to perform the service at no additional charge for occasional requests with reasonable frequency.

The charges above will not apply to **Bank Payment Plans** when documentation is limited to deposit ticket(s) supplied by the bank or to **Sight Draft Plans** when documentation is limited to sight drafts which do not require ArcBest to provide information pertaining to the rating of the shipment(s) on the sight draft.

Also, charges will not apply for either plan when documentation is limited to supporting freight bill(s) and statement(s) of charges not in excess of the number set forth in Section 1 (e), or the return of a copy of the bill of lading furnished by shipper.

The provisions set forth in Section 1(e) and Section 1(f) will not apply to shipments moving on United States Government Bills of Lading.

**BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES  
(Exception to Section 2(a) of NMF 100, Item 360)****ITEM 360-2**

**Section 2(a).** The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. Bills of lading for shipments consigned "To Order" at one point, with instructions to notify the consignee at another point, will be permitted only when both points are adjacent or within the same commercial zone. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

**BILL OF LADING - AUTHORIZED****ITEM 361**

Unless otherwise specifically provided in this tariff, in tariffs governed by this tariff, or in a separate written agreement signed by authorized representatives of the Customer and ArcBest, property received for transportation requires all parties to the transaction to accept and use the bills of lading as set forth in paragraph 1 of this item and honor the following conditions:

1. **Authorized Bills of Lading.** The ArcBest Bill of Lading attached hereto as Appendix 1 will be applicable to all shipments hereunder.

Notations on the receipt, manifest, bill of lading, or any shipping document with regard to rates, charges or commodity classification will be considered for information purposes but will neither remove nor modify applicable actual rates, charges or commodity classifications in ArcBest tariffs or written agreements.

2. **Authorized Signatures.** ArcBest's President, Chief Yield Officer, Vice President – Yield Management, and Director, Pricing & Supply Chain Analytics are the only representatives or employees authorized to sign agreement(s) on behalf of ArcBest, allowing use of bills of lading other than the appropriate uniform bill of lading specified in paragraph 1 of this item. No other employee or representative of ArcBest or Service Providers, including but not limited to drivers, are authorized to vary or modify bill of lading terms and conditions.
3. **Bills of Lading Signed by Driver.** Bills of lading signed by a driver, employee, or other designee, not named in Paragraph 2 above, may only be used to acknowledge receipt of the freight and identify the entity for delivery. Such bills of lading shall not be construed as a contract for the carriage of freight and under no circumstances shall ArcBest be bound to the terms and conditions set forth therein.

**BILLS OF LADING - CORRECTED****ITEM 362****1. Change in Bill of Lading or Payor of Freight Charges**

Corrections to bills of lading and/or other written instructions requiring a change in the original bill of lading, including, but not limited to, (a) a change in the paying party, (b) a change in the billing address, (c) the addition of previously omitted information, (d) to change the collection status from "collect" to "prepaid" or from "prepaid" to "collect" or (e) the addition, change, or deletion of a "third party billing" or "send freight bill to" party may be permitted, at the sole discretion of ArcBest subject to the following conditions:

- A. A charge of \$35.00 per change will be added to the freight bill for each change in the bill of lading.
- B. A change in collection status or paying party will not be allowed after payment has been received on the basis of the original bill of lading.
- C. ArcBest must receive written request for change in the collection status or paying party within a period of 30 days from date of the initial bill of lading.
- D. The original and new debtor must have established credit with ArcBest.

- E. When the party requesting change in the collection status or paying party is shown as shipper or the paying party on the original bill of lading, they must guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by ArcBest) should the new debtor fail to pay within the prescribed Surface Transportation Board credit guidelines. The consignee may request a revision to become the paying party, although they are not designated as the paying party on the original bill of lading, provided ArcBest is satisfied that the party making the request has the authority to do so. The consignee will also be subject to any additional applicable charges as a result of their request.
- F. Section 7 of the corrected bill of lading must not be executed.

## 2. Change in Description or Weight

Changes in description or weight will be permitted only upon presentation of satisfactory documentation (e.g., original invoice and descriptive literature) acceptable to ArcBest and designated Service Provider that the original bill of lading was in error. Charges shown in 1(A) will apply.

## DETERMINING EFFECTIVE PRICING PROVISIONS

### ITEM 382

When an item is amended, the application of pricing provisions is governed by the issue and effective date shown. When two or more revisions of an item cover the same time period the version with the latest issue date supersedes earlier versions.

## CAPACITY LOADS - MINIMUM CHARGE

### ITEM 390

The provisions of this item have no application when the otherwise applicable charge is greater than the minimum charge provided herein. This charge will only apply when the applicable customer pricing is not subject to the Cubic Minimum Charges outlined in Item 616.

### 1. Definition:

The terms "occupies the full visible capacity," "loaded to capacity," or "capacity load" refer to the extent each vehicle or doubles trailer is loaded and can mean either:

- A. That quantity of freight which, in the manner loaded, so fills a vehicle or doubles trailer that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle or doubles trailer;
- B. That maximum quantity of freight that can be legally loaded in or on a vehicle or doubles trailer due to weight limitations.
- C. That quantity of freight which, in the manner loaded, utilizes a linear length of 24 feet or more and a linear width of 5 feet or more.
- D. That quantity of freight that exceeds 19,999 lbs.

**2. Provisions & Charges:**

The rates and/or charges shown below in Table A (Doubles Trailer) and Table B (Vehicle) apply on Interstate and Intrastate shipments between points in the Continental United States and between points in the Continental United States and Canada.

Rates and/or charges in this item shall be determined as follows:

- A. First, determine the actual mileage from point of origin to point of destination by the shortest regularly traveled available highway routes using Tariff HGB 100 Series.
- B. Using the State/Province Zone Matrix, determine the Zone number for both the Origin State and the Destination State.
- C. Refer to the applicable Table A (Doubles Trailer) or Table B (Vehicle).
- D. Apply the mileage between origin and destination to either Table A or Table B to determine the applicable rate per mile subject to the stated minimum charge in the applicable Table.
- E. Rates and/or charges are stated in dollars per mile per Doubles Trailer or Vehicle used.

**State/Province Zone Matrix**

STATE	ZONE	STATE	ZONE	STATE	ZONE	STATE	ZONE
AB	9	IN	2	ND	5	QC	10
AL	3	KS	5	NE	5	RI	1
AR	4	KY	2	NH	1	SC	3
AZ	6	LA	4	NJ	1	SD	5
BC	9	MA	1	NL	10	SK	9
CA	6	MB	9	NM	4	TN	3
CO	7	MD	1	NS	10	TX	4
CT	1	ME	1	NV	6	UT	7
DC	1	MI	2	NY	1	VA	3
DE	1	MN	5	OH	2	VT	1
FL	3	MO	5	OK	4	WA	8
GA	3	MS	3	ON	10	WI	5
IA	5	MT	7	OR	8	WV	2
ID	7	NB	10	PA	1	WY	7
IL	5	NC	3	PE	10		

<b>Table A - Double Trailer, rates subject to an absolute minimum charge of \$1325.00</b>										
<b>From Zone</b>	<b>To Zone</b>									
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>1</b>	4.91	3.30	3.24	3.02	3.60	2.52	2.72	2.62	3.38	4.24
<b>2</b>	4.84	5.25	3.92	3.55	3.74	2.61	2.79	2.60	3.30	4.15
<b>3</b>	4.30	3.74	4.11	3.38	3.48	2.56	3.20	2.62	3.20	3.48
<b>4</b>	3.09	3.30	3.43	4.00	3.23	3.11	3.78	2.76	3.25	3.01
<b>5</b>	3.50	3.50	3.33	3.36	4.22	2.67	2.92	2.58	3.36	3.14
<b>6</b>	2.55	2.34	2.49	2.66	2.50	3.76	3.80	3.38	3.48	2.79
<b>7</b>	2.57	2.44	2.52	2.72	2.77	3.64	3.88	3.14	3.54	2.86
<b>8</b>	2.62	2.36	2.45	2.66	2.58	3.40	3.52	4.38	3.29	2.81
<b>9</b>	3.19	3.20	3.19	3.19	3.17	3.23	3.20	3.37	3.14	3.64
<b>10</b>	3.92	3.03	3.30	3.19	2.94	3.00	3.02	2.81	3.64	3.31

<b>Table B - Vehicle, rates subject to an absolute minimum charge of \$2070.00</b>										
<b>From Zone</b>	<b>To Zone</b>									
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>1</b>	8.50	5.45	5.41	4.99	5.69	4.11	4.71	4.25	5.29	6.72
<b>2</b>	8.08	8.11	6.48	5.94	6.75	4.23	4.91	4.22	5.53	7.06
<b>3</b>	7.25	5.56	7.10	5.68	5.22	4.03	4.77	4.23	5.10	5.69
<b>4</b>	4.93	5.31	5.95	5.83	5.40	5.30	5.65	4.68	5.08	5.12
<b>5</b>	5.76	6.47	5.34	5.75	7.22	4.53	4.90	4.44	5.35	5.45
<b>6</b>	4.83	4.05	4.06	4.55	4.38	6.15	5.91	5.94	5.19	5.14
<b>7</b>	4.67	4.35	4.46	4.63	4.81	5.55	5.68	5.28	5.16	5.25
<b>8</b>	4.81	4.25	4.05	4.48	4.55	5.93	5.95	7.69	5.70	5.01
<b>9</b>	4.92	4.92	4.92	4.92	5.29	5.11	5.34	5.64	5.69	4.99
<b>10</b>	6.04	5.51	5.34	5.17	5.22	4.72	4.85	4.55	4.99	6.35

**3. Additional Considerations:**

- A. Each vehicle or doubles trailer required to transport the shipment, except one, shall be loaded to capacity and subject to the minimum charge as provided above. The vehicle or doubles trailer containing less than a capacity load will be considered overflow and rated as a separate shipment when the minimum is applied to any capacity loaded vehicle or doubles trailer in the shipment. For the purpose of determining application of the minimum charge, the total freight charges will be allocated to each vehicle or doubles trailer proportionate to the weight (of total shipment) contained therein.
- B. On shipments which move via two or more carriers, the minimum charge provided in this item will apply to the continuous through movement. The originating carrier shall indicate on the bill of lading and/or freight bill, the number of vehicle(s) doubles trailer(s) loaded to capacity, used by the originating carrier to transport the shipment, and shall also indicate if an additional vehicle or doubles trailer carrying less than capacity load was furnished. In the event an additional vehicle or doubles trailer was furnished, the originating carrier shall indicate the weight of the portion of the shipment loaded into such vehicle or doubles trailer.
- C. All rates and/or charges shown herein shall be considered LTL volume.
- D. Except as otherwise provided, shipments are not subject to allowances, discounts or refunds.
- E. When, at the request of the consignor, a longer route than the shortest available regularly traveled route is used, the actual mileage over the longer route shall apply.
- F. "Vehicle" – The term vehicle as used in this item means any vehicle (set of pups) or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers, the combined length of the trailers must not exceed 60 feet measured along the center longitudinal line of each trailer floor. "Doubles Trailer" – The term doubles trailer as used in this item means a trailer of 29 feet or less in length.

**4. EXCEPTIONS:**

The charges provided in this item will not apply to shipments moving under a Time-Critical Spot Quote (TPQ), LTL Volume Spot Quote (VPQ), rate or charges stated in units per type of equipment or per mile published in ARC 645 or ARC 646, ARC 2025 or U-Pack Spot Quote (UPQ).

**CHASSIS - OBTAINING OF****ITEM 418**

When it becomes necessary for ArcBest, at its sole option, to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, a charge of \$334.32 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.

**CLASSIFICATION OF ARTICLES****ITEM 420**

1. Correction of article description or classification errors caused by incorrect description(s) on the original or corrected bill of lading supplied by the shipper will be subject to a \$35.00 reclassification fee per freight bill corrected when such correction causes an increase or reduction of \$15.00 or more in the net freight charges. Such charge will be added to the freight bill. However, when the weight adjustment fee provided in Item 992 is assessed, the reclassification fee will not apply.
2. Where the NMF 100 Series or ARC 100 Series publishes a "O" rating for a commodity, or a "not taken" provision, and ArcBest or its Service Provider inadvertently handles the shipment, the applicable rating shall be 500.
3. Subject to Item 565 herein, classification or rating provisions in the NMF 100 Series requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or bill of lading by shipper at time of shipment. Failure by the shipper to notate value, or the applicable NMF Item and sub number on the shipping order or bill of lading will cause ArcBest to assess the otherwise applicable class rating not dependent on valuation. If none exists, ArcBest will assess the lowest released value and rating, or the highest actual value and rating.

ArcBest will honor corrected bills of lading upon receipt of acceptable proof of actual value. Corrected bills of lading will not be accepted nor will freight charges be adjusted on released value shipments.

**CLASSIFICATION OF ARTICLES - HAZARDOUS****ITEM 420-1**

Empty or used packaging for shipping hazardous material or hazardous substance (exception to NMF 100 series)

1. Used Packaging, partially full or empty, for shipping Hazardous Material or Hazardous Substance will be subject to the class provided in the NMF 100 for the commodity represented by the residue last contained in such packaging if higher than the class for the packaging, unless Shipper certifies on the original bill of lading at time of shipment that such packaging is properly cleaned and purged of any hazardous residue or vapors.
2. The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by shipper as being "empty."

In addition, the shipper shall be charged \$71.56 straight time and/or \$107.37 time and one-half for each labor hour, or fraction thereof, lost by ArcBest or its designated Service Provider because its facility is closed as a result of any release of such undisclosed hazardous material or hazardous substance.

**CLASSIFICATION BY ANALOGY****ITEM 421**

The commodity rates made subject to this tariff apply only on specifically described articles in such tariffs and do not apply on analogous articles.



**CLASSIFICATION OF COMBINED ARTICLES****ITEM 422**

When not specifically classified in the governing classification or specifically described in this tariff, articles which have been combined or attached to each other will be charged for at the rate provided for the highest rated article of the combination. On a shipment subject to LTL volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

When articles have been combined with or attached to vehicles, motor, or vehicles other than self-propelled, they will be rated as a combination article unless the combined article is specifically provided for in NMF 100 or in tariffs making reference to this tariff.

**PRESENTATION OF FREIGHT BILLS AND COLLECTION OF CHARGES****ITEM 427****1. Presentation or Mailing of Freight Bills.**

- A. ArcBest shall make good-faith efforts to present or mail its freight bill for all transportation within 7 days, excluding Saturdays, Sundays, or legal holidays, from the date it received the shipment. When information sufficient to enable ArcBest to compute the charges is not immediately available at its billing point, ArcBest shall present or mail its freight bill for payment within 7 days from when the information becomes available.
- B. When ArcBest presents freight bills by mail, the time of mailing shall be deemed to be the time of presentation. The term "freight bills" includes paper documents, invoices, and statements and billing by use of electronic media such as computer tapes or disks, when the mails are used to transmit them. In case of dispute as to the date of mailing, the postmark shall be accepted as such date.

**2. Payment of Freight Charges.**

- A. Except as otherwise provided, freight charges must be paid within the 15-day credit period of billing, including Saturdays, Sundays, and legal holidays. The 15-day period will begin on the day following presentation or mailing of the freight bill.
- B. When parties who undertake the payment of freight bills mail acceptable checks, drafts, or money orders in payment of freight charges, the act of mailing them within the 15-day period shall be deemed to be payment within the 15-day period. In case of dispute as to the date of mailing, the postmark shall be accepted as such date.
- C. Payments that are not made within sixty (60) days of receipt of the invoice are subject to a 10% penalty based on the total freight charges of the specific past due bill. Receipt of the invoices will be deemed to have occurred the day after mailing of said invoices.
- D. Freight charges that are not paid within the credit period and for which ArcBest acquires the use of an outside collection agency and/or attorney to effect collections will be subject to a late payment penalty of thirty percent (30%) of the unpaid amount.
- E. ArcBest claims, and you grant to ArcBest, a general and continuing lien on any and all property, personal effects and/or shipments coming into ArcBest or its affiliates actual or constructive possession or control, or for which services ArcBest or its affiliates has arranged, managed or performed for you, for all monies owed to ArcBest or its affiliates with regards to all current shipments or services, prior shipments or services, and all of the foregoing.

**3. Offsetting Charges.**

Customer shall not offset from or delay the payment of lawfully established transportation charges due ArcBest as result of any overcharge claim, charge back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

**OVERCHARGE/UNDERCHARGE CLAIMS****ITEM 428**

Any claim or action at law by ArcBest to recover undercharges alleged to be due hereunder, and any claim or action at law by Customer to recover overcharges alleged to be due hereunder, shall be commenced not more than 180 days after the receipt by ArcBest of the shipment with respect to which such undercharges or overcharges are claimed. To the extent permitted by applicable law, the expiration of said 180 day period shall be a complete and absolute defense to any such claim and action at law, without regard to any mitigating or extenuating circumstance or excuse whatsoever, unless the party named as a defendant in such action has expressly agreed in writing to waive such defense in whole or in part.

**COLLECTION OF CHARGES - THIRD-PARTY BILLING****ITEM 429**

When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party is known as the "Third-Party" (TP) and the billing procedure is known as "Third-Party Billing" (TPB) subject to the following conditions.

1. Unless otherwise specifically provided,
  - A. The TP's name and address must appear in the body of the bill of lading and shipping order at time of original tender.
  - B. The TP and the shipper or consignee may not be the same company.
  - C. The TP may not be the majority owner of the shipper or consignee.
  - D. The TP may not be the paying agent of the shipper or consignee.
2. On shipments where account affiliations described above exist, the term "Third-Party Billing" or "TPB" will be changed to "Send Freight Bill To Party" or "SFB."

In addition, payment terms will be changed from prepaid to collect or from collect to prepaid, as necessary, to ensure that the shipment is Prepaid, if the shipper and SFB (formerly TP) are affiliated, or Collect, if the consignee and SFB (formerly TP) are affiliated.

3. TPB shipments will be accepted only when the consignor has established credit with ArcBest and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.

**Shipments qualifying for TPB may move either prepaid or collect but will not be accepted if the consignor executes Section 7 of the bill of lading.**

**COLLECT ON DELIVERY (COD) SHIPMENTS AND ORDER BILLS OF LADING****ITEM 430**

Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

**SECTION 1.** At the time of shipment, the following information must appear on the bill of lading:

Collect on Delivery, \$ \_\_\_\_\_ and remit to:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

COD charge to be paid by:

Shipper  Consignee

**SECTION 2.** Each package must be plainly marked, labeled, or tagged showing COD.

**SECTION 3.** If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading, and the shipping order must show the following information:

“Attached invoice (invoices) to accompany shipment to destination.”

**SECTION 4.** COD shipments will not be accepted if:

1. Instructions require payment from party other than consignee.
2. COD is subject to inspection, trial by consignee, or if carrier requested to make partial delivery.
3. COD shipment is of explosives designated as “Class A and dangerous explosives” or “Class B less dangerous explosives” referred to in the Hazardous Materials Tariff.

**SECTION 5.** Intoxicating beverages may be handled COD only under the provisions provided by state laws of the state in which the point of destination is located.

**SECTION 6.** Only the following forms of payment will be accepted:

1. bank cashier's check;
2. bank certified check;
3. money order; or
4. personal check of the consignee when so authorized in writing by the consignor.

Any of the first three forms of payment listed above will be accepted by ArcBest as being interchangeable with any of the other two. ArcBest will accept checks and money orders only as the agent of the consignor and ArcBest's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor, or party designated by consignor. The risk of non-payment in COD shipments due to forgery or fraud is to be borne by the consignor. ArcBest will not be responsible for guaranteeing that a check is legitimate and all checks and money orders shall be made payable to the consignor.

**SECTION 7.** The fee for collecting and remitting the amount on bills for COD shipments will be collected from the consignee unless prepaid by consignor. The fee for order bills of lading will be collected from the party who pays the freight charges.

**SECTION 8.** ArcBest's fee for collecting and remitting each COD bill will be 6% of the COD amount but not less than \$130.00. For each order bill the fee will be \$130.00.

**SECTION 9.** A fee of \$90.00 per occurrence will be assessed for:

1. Making a change in the party responsible for paying the COD fee.
2. Reducing or canceling the COD amount. Such change will be in addition to the COD collection fee, if any, and must be guaranteed in writing by the consignor.
3. Changing the form of payment of the COD amount to accept consignee's previously unauthorized personal check after the shipment has been tendered for delivery and refused by the consignee. ArcBest will only make this change upon written authorization from the consignor. The shipment will also be assessed the applicable redelivery charge as provided in ArcBest's tariffs in addition to all other applicable charges.
4. Adding COD status to a non-COD shipment or increasing the amount of COD for an existing COD shipment. ArcBest will attempt to perform this service when conditions allow. However, based on its sole judgment, ArcBest may decline to perform this change. ArcBest accepts no liability for its failure to make such change. The charge for performing this service will be in addition to all other applicable charges including the COD collection fee, if any, and must be guaranteed in writing by the consignor.

## **COMBINATION OF RATES**

## **ITEM 436**

Combination of rates, when applicable, will be computed over the point or points where the freight is physically interchanged from one carrier to another. The provisions of this item do not apply on shipments moving under government bills of lading.

## **CONSTRUCTION SITES AND OTHER LIMITED ACCESS PICKUP OR DELIVERY LOCATIONS**

## **ITEM 440**

ArcBest will arrange pick up or delivery service at a construction site or other location with limited access, subject to a charge per service of \$11.00 per cwt, but not less than \$150.00, nor more than \$475.00 per shipment, in addition to all other charges applicable to the shipment. The term "limited access" shall include but is not limited to:

- airports
- camps, parks
- cemeteries
- churches
- colleges/universities
- construction sites (see Note 1)
- courthouses
- dams/power plants
- daycares/pre-schools
- fairs, carnivals, and chautauquas
- farms, ranches
- golf courses/country clubs
- hotels, motels, resorts, spas
- Indian reservations
- Individual mini-storage units
- libraries
- medical/urgent care sites
- military bases/installations
- mine sites (see Note 2)
- movie theaters
- museums
- nuclear power plants
- police departments
- prisons
- railroad yards
- restaurants, bars, night clubs
- retirement/nursing homes
- schools
- water treatment plants

In addition to the locations specifically listed above, a "limited access" location is defined as meeting any of the following conditions:

1. Not open to the walk-in public during normal business hours.
2. Not having personnel readily available to assist with pickup or delivery.
3. Not having access to a loading/unloading dock or platform.
4. Sites where extensive security related inspections and processes are required before pickup or delivery can be performed.

The service provided in this item will include initial notification in the case of delivery to arrange for an agreed delivery time. Any additional notifications will be charged at normally published notification charges and assessed to the party requiring the additional notice. The charge will be assessed against the payor of the freight charges unless specifically authorized by another party to the shipment. Accepting delivery at ArcBest's designated Service Provider's terminal does not constitute reconsignment nor does it constitute a chargeable service under this item.

The provisions of this item are not applicable in connection with:

1. Shipments that have been assessed residential pickup or delivery charges under Item 751, herein.
2. Trade show pickup or delivery shipments under Item 753, herein.

Note 1 - The term "Construction Site" shall be defined as the site of any construction of buildings, roads, bridges or other sites of construction including the entire property upon which the construction is taking place, and pickup at or delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note 2 - The term "Mine Site" shall be defined as the site of any pit, excavation, shaft or deposit at which ore, minerals or coal has been, or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and pickup at or delivery to any facility (such as mine warehouses, mine deposits, mine supply house, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. On shipments involving stopoffs, charges apply to each portion of the shipment picked up at, or delivered to a mine site.

**CUSTOMS OR IN BOND FREIGHT****ITEM 480**

1. Shipments moving under United States Customs Bond for clearance at a point in the United States, or requiring delivery under U.S. Customs supervision, will be assessed a charge of \$5.00 per 100 pounds, but not less than \$150.00 nor more than \$475.00 per shipment per trailer. For shipments involving locations in the Boroughs of Manhattan, Brooklyn, Queens, and the Bronx, NY, the charges will be \$10.00, \$215.00, and \$805.00 respectively per shipment per trailer.

The charges above shall be in addition to all other applicable charges and will be assessed against the payor of the freight charges. Except, charges will be assessed against the consignee when shipments from Ontario or Quebec to points in the U.S. are interchanged from the original carrier to another carrier.

On shipments of Alcoholic Liquors, these charges will not apply when the shipment is consigned to a U.S. Customs bonded warehouse, the carrier is not requested to clear shipment through U.S. Customs, and the following certification is shown on the bill of lading:

"This is to certify that carrier is not required to clear shipment through U.S. Customs while in its possession."  
(Signature of authorized shipper personnel.)

2. Except for shipments which clear U.S. Customs at a) ports of entry/exit on the U.S./Canadian boundary line or adjacent thereto, or b) at a point which is served by the same Service Provider's terminal as the actual shipment destination, linehaul charges requiring U.S. Customs Clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable to and from the U.S. Customs Clearance point. Any applicable Specific Account Pricing for the shipper at actual origin, or the consignee at ultimate destination, subject to the normal precedence of pricing, will also apply to, or from the U.S. Customs clearance point, provided the paying party does not have separate specific account pricing for the U.S. Customs clearance point.
3. Freight moving In Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving In Bond.
4. Shipments while moving under U.S. Customs Bond will not be accorded stopping in transit or split pickup or split delivery privileges.
5. Shipments awaiting U.S. Customs Clearance will be subject to the applicable detention charges or storage charges. Detention charges, if any, will be assessed against the party responsible for linehaul charges. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
6. Each Immediate Transportation (I.T.) 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. The provisions of this paragraph will not apply to LTL Volume shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs bonded warehouse.
7. Shipments tendered in a vehicle or doubles trailer sealed by or at the instructions of the consignor or as required by competent authority will be rated as "Exclusive Use" at the charges provided in Item 525 herein, as applicable.

Shipments cleared en route by U.S. Customs and movement beyond does not require a seal. Normal rates and charges shall apply to the beyond point.

8. Shipments moving from the United States under a Tir Carnet issued by the originating carrier are subject to a charge of \$297.47 per shipment per trailer in addition to all other lawfully applicable rates and charges.
9. When necessary for ArcBest to purchase and arrange "High Security Red In Bond Seals" for shipments moving under U.S. Customs Bond, a charge of \$105.00 per seal per trailer will be assessed. ArcBest will not be responsible for equipment or tools necessary for removal of High Security Red In Bond Seals.
10. Charges in this item apply per customs clearance required.

**CUSTOMS BROKERAGE HANDLING****ITEM 482**

On shipments moving between Canada and points in the United States and/or Mexico where ArcBest acts to facilitate the association of the customer with a Customs broker for the creation of the entry with Customs, a fee in the amount of \$48.83 per entry will be assessed to the freight bill.

The charge shall be in addition to all other applicable charges, including additional charges imposed by the broker for the administrative services he provides and will be assessed against the payor of the freight charges. The payor of the freight charges must also be established with the Customs broker as the Importer of Record (IOR). Prior to the movement of the first shipment, the IOR must complete specified documentation for the broker.

**CROSS-BORDER ADMINISTRATIVE FEE****ITEM 484**

In addition to all other charges, shipments moving between points in Canada and points in the United States shall be subject to the following charges related to Customs processing, border delays, increased security, and technology related requirements and investments.

Shipments destined to Canada will be subject to the following applicable charge. Charges in this item apply per customs clearance required.

<b>Shipments cleared through customs at:</b>	<b>Charges in cents per cwt</b>	<b>Minimum Charge in cents</b>	<b>Maximum Charge in cents</b>
Points in AB, BC	582	5820	21815
Points in MB, SK	461	4713	17579
Points in ON, QC	207	3468	14138
Points in NB, NF/NL, NS, PE	805	10166	29758

Shipments originating in Canada will be subject to a charge of \$32.00 shipment.

When a shipment is assessed additional charges by the sufferance warehouse for processing, warehousing, or handling in excess of the charges shown in this item, those additional charges will be added to the freight bill. Any applicable detention charges or storage charges generated as a result of cross border transactions will be assessed against the party responsible for linehaul charges.

**DELIVERY OF FREIGHT BILL PRIOR TO DELIVERY OF SHIPMENT****ITEM 485**

When the consignor or consignee requests delivery of the freight bill prior to delivery of the shipment, ArcBest will make a diligent effort to provide the service, and no fee will be assessed.

**ARRIVAL NOTIFICATION AND SPECIAL HANDLING****ITEM 485-1**

When ArcBest is requested to notify any party prior to pickup or delivery of a LTL shipment, the charge will be \$56.00 per notification. When bills of lading indicate notification of shipper or consignee, charges will be collected from the payor of the freight bill; otherwise, the charges will be collected from the shipper on notifications prior to pickup and the consignee on notifications prior to delivery.

This charge will not be applied in connection with:

1. Time-critical shipments.
2. Shipments moving collect-on-delivery that are subject to the standard fee provided in Section 8 of Item 430 herein.
3. Export traffic.
4. The initial notification when residential pickup or delivery is being performed as provided in Item 751 herein.
5. The initial notification when pickup or delivery at construction sites or other locations with limited access is being performed as provided in Item 440 herein.
6. Shipments subject to the charge provided in Item 486 herein, (Product Launch and Other Time Definite Delivery Services).

**PRODUCT LAUNCH AND OTHER TIME DEFINITE DELIVERY SERVICES****ITEM 486**

Customers may request date or time specific delivery service as defined below and at the charges indicated. When the customer requests, ArcBest is committed to make its best effort to perform or arrange the service. However, these services are not guaranteed. Guaranteed services are available through the ARC 610, Time-critical Service Tariff.

1. Shipper may request that delivery of one or multiple shipments be performed on or by a specified date or between a specified date range. They may also request ship to arrive services that require a delivery date that is on, by or between a specified date range. The charge for these services will be as follows and will apply per shipment per trailer in addition to all other applicable charges.
  - a. **Product Launch** services will be subject to a charge of \$55.00.
  - b. **Ship To Arrive** services, including the **Retail Compliance Program, must arrive by, always between, and on time in full**, will be subject to a charge of \$55.00.
  - c. Delivery **on** the date specified will be subject to a charge of \$67.50.
  - d. Delivery **by** the date specified will be subject to a charge of \$57.50.
  - e. Delivery **between** a specified date range will be subject to a charge of \$55.00.

Charges assessed under this paragraph will be collected from the payor of the freight bill. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.



2. Either shipper or consignee may request that delivery be performed during an appointment window. The charge for the appointment service will be as follows:
  - a. Appointment windows of two hours or less will be \$70.00 per shipment per trailer
  - b. Appointment windows of more than two hours and up to three hours will be \$63.00 per shipment per trailer
  - c. Appointment windows of more than three hours and up to four hours will be \$56.00 per shipment per trailer
  - d. Appointment windows of more than four hours will be \$39.00 per shipment per trailer

These charges are in addition to all other applicable charges, including (but not limited to) the charge for the date specific service requested.

The charges will be collected from the payor of the freight bill. If the payor of the freight charges is unable or unwilling to pay for the service, the charges will be assessed against the party requesting the service.

3. No date earlier than the Service Provider's advertised service date applicable to the shipment may be specified except when customer requests that delivery be performed between a range of dates, the earliest date in the range may be one day earlier than carrier's advertised service date.

**EXCEPTIONS:**

1. The charges provided in this item will not apply to time-critical shipments.
2. The charge provided in Paragraph 1 of this item will not apply to:
  - a. Shipments that have been assessed storage charges under Item 910, herein
  - b. Shipments that have been assessed residential delivery charges under Item 751, herein

**DETENTION - VEHICLES WITH POWER UNITS**

**ITEM 500**

This item applies when the Service Provider's vehicles with power units and drivers are delayed or detained (through no fault of Service Provider) either on the premises of the Customer or as close thereto as conditions will permit, subject to the following provisions:

**GENERAL PROVISIONS:**

When Service Provider assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

When the consignee, for whatever reason and through no fault of Service Provider, is unable to complete the unloading process, the remaining undelivered freight may be placed in storage. This freight shall be subject to all accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830, herein, shall apply, and detention charges as provided herein will immediately become applicable.

When, through no fault of Service Provider, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:

1. Customer may request that the vehicle without power remain at its premises. However, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied.

2. Customer may request that the vehicle with power be returned to Service Provider's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in Service Provider's possession is subject to storage as provided in Item 910. When the vehicle is returned to Customer's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

**COMPUTATION OF TIME:**

Computation of free time shall begin upon arrival of the vehicle at the Customer's property. Time shall end upon completion of loading and receipt by the driver of a signed bill of lading or receipt for delivery. Service Provider's records shall be used to determine total delay time and shall be binding on each party.

When consignor tenders or consignee receives more than one shipment at one time, the combined weight will be used to determine free time.

**FREE TIME:**

1. Free time per vehicle stop shall be as follows:

<b>Actual Weight (in pounds)</b>	<b>Free Time (in minutes)</b>
Less than 2,500	30
2,500 but less than 5,000	45
5,000 but less than 7,500	60
7,500 but less than 10,000	75
10,000 or more	90

**CHARGES:**

When the loading or unloading is delayed, the charge per vehicle for each 15 minutes beyond free time will be \$50.00 subject to a minimum charge of \$52.50 per shipment. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. When there is more than one payor, charges will be prorated based on the weight of each individual shipment.

**DETENTION - VEHICLES WITHOUT POWER UNITS****ITEM 501**

Detention - vehicles without power units - spotting or dropping trailers: This item applies when vehicles without power units are delayed or detained (through no fault of Service Provider) on premises designated by the Customer, subject to the following provisions:

**General Provisions:**

1. The performance of loading or unloading will be the responsibility of the Customer. When Service Provider assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of lading must show "Shipper Load and Count."
2. Responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by Service Provider.
3. Responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the Service Provider trailer is spotted at the site designated by consignee.

Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. Free time commences when the trailer is placed at the site designated by the Customer.

Customer shall notify ArcBest when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as ArcBest receives notification.

After the expiration of free time, charges for detaining a trailer will be assessed as follows:

	<u>Charge</u>
1. For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, or holidays excepted).....	\$182.58
2. For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted).....	\$255.60
3. For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included).....	\$365.17

Charges will be assessed against the party requesting the service. If the party requesting or requiring the service is unable or unwilling to pay for this service, the charges will be assessed against the payor of the freight charges.

#### **DIVERSION - MOTOR TO AIR TRANSPORTATION OR EXPEDITED SERVICE**

#### **ITEM 517**

When ArcBest receives instructions to divert a shipment at one point from motor to air transportation or any other form of expedited service (i.e. hotshot carrier), the following provisions apply:

1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point.
2. A charge of \$119.75 per half hour or fraction thereof, per man, will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion, subject to a minimum charge of \$119.75 per shipment per trailer.
3. A charge of \$19.50 per 100 pounds, subject to a minimum charge of \$119.75 per shipment per trailer, will be made for delivery service to the air transportation terminal.
4. Charges herein will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

#### **EQUIPMENT**

#### **ITEM 520**

ArcBest and Service Provider reserve the right to refuse any shipment based upon its condition, packaging, likelihood to damage or delay other freight, its difficulty in loading or stowage, or its likelihood to suffer damage or loss.

**EXCLUSIVE USE AND CONTROL OF VEHICLE OR DOUBLES TRAILER  
(Exception to NMF 100, Item 595)****ITEM 525**

Service Provider has control of all of its vehicles and doubles trailers and has the unrestricted right to operate them in the manner most advantageous for accomplishing the goals of fast, efficient and safe transportation of freight. However, when exclusive use of a vehicle or doubles trailer is provided at the request of the Customer, the following provisions will apply:

1. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle or doubles trailer, Service Provider will immediately relock or reseal the vehicle or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
6. The charge will be for the actual weight of the shipment at the rate applicable or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each vehicle or doubles trailer used, computed on a weight of:
  - A. For a doubles trailer: cubic minimum charge as outlined in Item 616 herein, based on 1792 cubic feet.
  - B. For a vehicle: cubic minimum charge as outlined in Item 616 herein, based on 3392 cubic feet.
7. Charges are to be paid or guaranteed by the party requesting the services, and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
8. When the request for exclusive use of vehicle or doubles trailer is made by the Customer after shipment has been receipted for and is in possession of the carrier, ArcBest will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by ArcBest and considered as part of the bill of lading. Charges will be assessed as provided in Paragraph 6 between the point of initial origin and point of destination.

The provisions of this item will not apply in connection with Item 900 (Stopoffs) herein.

**EXPORT OR IMPORT SHIPMENT REQUIREMENTS****ITEM 550**

Shipments must be accompanied by all papers necessary to comply with the requirements of governmental authorities.

Shipper must furnish all invoices, documentary evidence and declarations, including duties, fees and other charges which may be imposed or assessed against the property transported. ArcBest and Service Provider will in no way be responsible for delays to the goods transported nor for goods held by any government for any reason whatsoever. Where all necessary requirements of such authorities are not complied with, and through no fault of ArcBest or Service Provider, additional expenses and/or fines are incurred to comply with such requirements, those expenses may be advanced by ArcBest or Service Provider and shall become a charge to the goods. Delivery will not be made until such charges are paid or guaranteed by shipper or consignee.

When shipments must be held by ArcBest or Service Provider pending compliance of customs regulations by the shipper or his representative, a charge will be made for the service required on the part of ArcBest or Service Provider as follows:

**Unloading, handling and loading:** \$4.49 per 100 pounds with a minimum charge of \$25.59, per shipment per trailer

**Storage:** \$3.43 cents per 100 pounds or fraction thereof per day subject to a minimum charge of \$17.30 per shipment per calendar day, but in no case less than \$61.00 per shipment. Fractions of a day will be considered as one day, and fractions of 100 pounds will be considered as 100 pounds.

In computing storage charges, time will begin 48 hours after 5:00 p.m. on the day rejection of entry is received by ArcBest or Service Provider from the Customs broker, deemed to be acting as the agent of the shipper and/or consignee.

When shipments are delayed at the border, through no fault of ArcBest or Service Provider, by either U.S. Customs, Canadian Customs or other regulatory agencies, the following fees shall apply:

**Delay:** No charge for the first 15 minute delay. \$56.98 for each succeeding 15 minute delay or fraction thereof.

**PROPERLY IDENTIFIED SHIPMENTS****ITEM 555**

Shipments of articles which by D.O.T. regulations have co-loading restrictions (i.e., food, cosmetics, etc.) must be properly and clearly identified by the shipper on the bill of lading at time of shipment that the shipment contains such articles. If the shipper fails to so identify the shipment, ArcBest and Service Provider will not be liable for any loss or damage.

**EXTRA LABOR - LOADING OR UNLOADING****ITEM 560**

When requested by Customer, extra labor will be furnished for loading or unloading. At each location where extra labor is used, the charge will be as follows:

<b>Days-Hours</b>	<b>Per man per hour or fraction thereof</b>	<b>Minimum charge per man</b>
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$ 135.00	\$ 135.00
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	240.00	240.00
Saturdays (Except Legal Holidays)	240.00	700.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. The charge will be in addition to all other charges and will be assessed against the Customer requesting the assistance. Extra labor will not be furnished unless requested by the Customer.

The provisions of this item do not *obligate* ArcBest or Service Provider to furnish extra labor. The provisions of this item do not apply on Sundays or holidays. On such days, apply the charges provided in Item 754, herein.

**FORKLIFT SERVICE****ITEM 560-1**

On shipments that require a forklift service and the Customer does not furnish this service, ArcBest will endeavor to arrange for forklift service and will charge the Customer requiring the service \$240.00 per shipment per trailer.

When forklift service is used on import or export traffic at wharves or docks, the provisions of this item shall apply regardless of the weight or size of the articles. On export shipments, charges which accrue under this item will be collected by the delivering carrier from the consignor.

**ROUNDING OF FRACTIONS****ITEM 564**

In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole cent. If less than .5, reduce to the next lower cent. If .5 or more, increase to the next higher cent.

For rating purposes, shipment weights shown in fractions of a pound will be rounded to the nearest whole pound. If less than .5, reduce to the next lower pound. If .5 or more, increase to the next higher pound.

**FREIGHT, ALL KINDS (FAK) AND EXCEPTION RATINGS - APPLICATION****ITEM 565**

When tariffs governed by this tariff provide for the application of the same class, rating or rate(s) on commodities generally or commodity groupings, by use of such descriptions as "Freight, All Kinds," "FAK," "Tiered FAK," "Commodities Various," "All Commodities" or words of similar meaning (hereinafter referred to in this item as "FAK"), the conditions outlined below shall apply:

1. When one or more released or actual value provisions are published in NMF 100 Series or ARC 100 Series to apply for any specific commodity tendered for transportation, the lowest released value or the lowest actual value provided therein will apply in all cases.
2. FAK provisions take precedence over other published provisions for the Customer or third party payor, subject to Item 765 herein.
3. When specific reference is made to this paragraph, FAK provisions shall be restricted to apply only in connection with single shipments effectively occupying (see Item 110, Paragraph 14 herein) not more than 1500 cubic feet of a vehicle or doubles trailer.
4. The shipper is required to correctly identify on the bill of lading at the time of shipment the specific commodity(s) tendered for transportation, including those subject to FAK provisions.

In connection with shipments where the shipper fails to correctly identify the specific commodity(s);

- A. The FAK provisions become null and void and otherwise applicable provisions shall apply. Further, ArcBest is not obligated to rate or arrange, and Service Provider is not obligated to transport, the shipment until the shipper issues a corrected bill of lading correctly identifying the commodity(s).
  - B. In the event the shipment is inadvertently rated and transported without the commodity(s) being correctly identified, the carrier is relieved of any liability for damage to or destruction of commodity(s) resulting from the loading of the product(s) or commodity(s) on the same trailer with other freight that is either incompatible with or prohibited by applicable federal, state or local laws and regulations from being co-loaded on the same trailer with the commodity(s) moving under FAK provisions.
5. FAK does not encompass those commodities in the NMF 100 Series with a "not taken" or "0" provision or rating.

**HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE      ITEM 566**

When requested by the Customer, and operating conditions permit, Service Provider may move shipments from or to positions beyond the immediately adjacent loading or unloading positions available to carrier's vehicle.

The provisions of this item include service at Shopping Malls when the actual pickup or delivery site within the mall complex is not immediately adjacent to the loading or unloading positions available to the vehicle.

Service under this item will be provided to floors above or below the level accessible to the vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to ArcBest or Service Provider.

**Charges for points other than the Borough of Manhattan, NY:**

Service provided under this item will be assessed a charge of \$12.50 per 100 pounds, but not less than \$125.00 per shipment per trailer, nor more than \$1275.00 per shipment per trailer. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

**Charges for points in the Borough of Manhattan, NY (Zips 10001-10299):**

\$30.25 per 100 pounds, but not less than \$145.50 per shipment per trailer, nor more than \$1375.00 per shipment per trailer.

The charges provided in this item will be in addition to all other applicable charges and will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

For shipments moving on government bills of lading, the charges will be collected from the U.S. Government.

**INDEMNIFICATION****ITEM 568**

For the conditions of this item only, the term "Customer" shall include third party payor, in addition to the consignor (shipper) and consignee.

Customer and ArcBest, to the extent of their negligence, shall indemnify, defend and hold harmless the other party from and against all direct and valid losses, damages, liabilities, fines, actions and claims for injury to persons and damage to property (including other shipper's cargo, but excluding Customer's cargo), to the extent caused by their negligent acts or omissions in connection with their performance in each instance of transportation, including all direct losses or damages to any property or injury to persons, or from a party's failure to comply with any applicable laws and regulations concerning the transportation of hazardous materials. Customer shall indemnify, defend and hold harmless ArcBest and Service Provider under this provision in the event that Customer tenders any prohibited item for shipment. The party claiming indemnification must provide the indemnifying party with written notice of its indemnification claim in time to contest the determination of any liability and prior to any admittance of any liability, damages, settlement, compromise or discharge of any matter by the party claiming indemnification, and allow reasonable access to any information pertaining to the claim. The indemnifying party or its insurer(s) shall have the right to defend or resolve any claim which may be brought by a third party which a party requests indemnification.



**IMPRACTICABLE OPERATIONS****ITEM 570**

Pickup or delivery services will not be performed or arranged at any site for which it is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto;
2. Inadequate loading or unloading facilities;
3. Strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, terrorism, the existence of violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any acts beyond the control of ArcBest or Service Provider.

**LIQUOR SHIPMENTS****ITEM 577**

Shipments of any spirituous, vinous, malted or other fermented liquor, or any compound containing spirituous, vinous, malted or other fermented liquor, fit for use as beverage purposes, will not be accepted for transportation, unless the packages in such shipments are accompanied by a copy of the bill of lading or other document showing the name of the consignee, the nature of its contents and the quantity contained therein (see Title 18, U.S.C., Section 1263, as amended September 26, 1968). ArcBest will not knowingly arrange or cause to be delivered such shipments to any person other than the person to whom it has been consigned unless upon written order in each instance of the bona fide consignee; or to any fictitious person or to any person under a fictitious name (see Title 18, U.S.C., Section 1264, as revised June 25, 1948).

**LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE****ITEM 578**

Rates subject to provisions that require the Customer to load or unload the shipment are subject to the following additional provisions:

1. At time of shipment, a notation must be made on the bill of lading and the shipping order by the consignor, that consignor is to load and/or consignee is to unload the shipment. This requirement will not apply when entire shipment consists of freight in a single container, or freight tendered on pallets or platforms weighing at least 500 pounds or more (loading required by consignor and unloading required by consignee per NMF 100, Item 568).
2. The complete loading and/or unloading of the freight, including the count thereof, must be performed by the Customer at their expense, without requiring any assistance from carrier. Driver and power unit are to be released while loading and/or unloading is performed.
3. The complete loading service includes the loading of the freight on Service Provider's vehicle and the stowing and arranging thereof. Any temporary stowing components required to protect and make shipments secure for transportation must be furnished by the consignor. The complete unloading service means that the consignee must remove the freight from the position in which it is has been transported.
4. On mixed shipments, when any portion of the freight is required to be loaded (or unloaded) by the Customer as a condition precedent to the application of the rate, the entire shipment must be loaded (or unloaded) by the Customer.
5. In the event the shipment is stopped off for partial loading (or partial unloading), the party or parties tendering or receiving any portion of the shipment will be subject to the same loading (or unloading) requirements.
6. If the Customer refuses to perform the loading (or unloading), the rate will not apply and rates otherwise published will be assessed.

Notwithstanding the above, if requested, loading and/or unloading services will be provided subject to the charges below. The payor of the linehaul freight charges shall be liable for the charges for these services. When, under these conditions, Service Provider performs loading and/or unloading service(s), applicable rates shall be determined as though the Customer had performed such service(s).

Equipment Rate (Note 1)	Linear Foot Rate (Note 2)		Charge for Loading	Charge for Unloading
	Not to Exceed:	Greater Than:      Not More Than:		
.50 Pup	0 Feet	14 Feet	\$ 180.91	\$ 180.91
.75 Pup	14 Feet	21 Feet	256.29	256.29
1.00 Pup	21 Feet	28 Feet	331.66	331.66
1.25 Pups			422.12	422.12
1 Van			633.17	633.17

Charges for loading/unloading equipment rates greater than 1.25 pups will be the combined charges of the equipment types, as defined in Item 597-1 herein, needed to achieve the equipment rate. (The charge for two pups shall be two times the charge for loading/unloading a pup, the charge for 1.50 pups will be the charge for loading/unloading a pup plus the charge for loading/unloading 0.50 pups, etc.)

Note 1 – Applies only in connection with shipments moving on equipment rates.

Note 2 – Applies only in connection with shipments moving on linear foot rates.

7. Any expense incurred by ArcBest or Service Provider for loading or unloading service, other than spotting equipment, will be assessed against the payor of the freight charges.

#### **MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS**

**ITEM 580**

The provisions of NMF 100, Item 580, will apply; however, at the request of the Customer, ArcBest or Service Provider shall change or alter the markings or tags on any package or pieces of freight subject to a charge of \$6.00 per package or piece of freight, but no less than \$85.00 per shipment per trailer.

All charges accruing under the provisions of this item must be paid by the party requesting the service or guaranteed to the satisfaction of ArcBest before the service will be performed.

#### **MAXIMUM WEIGHTS - VOL**

**ITEM 596**

VOL provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed the maximum weight specified. That portion of a shipment in excess of a stated maximum weight shall be rated as a separate shipment.

**MAXIMUM WEIGHTS - PUP OR DOUBLES TRAILER****ITEM 597**

Rates or charges stated in units per pup or doubles trailer shall be subject to a maximum weight of 24,000 pounds unless further restricted by weight limitations of state or other regulatory bodies.

The charge for that weight in excess of 24,000 pounds on the same pup or doubles trailer, if any, will be computed at the ratio the applicable pup or doubles trailer charge bears to 24,000 pounds.

EXAMPLE: Shipment weighs 26,000 pounds and is loaded on one pup

Pup rate is \$1,187.00

Excess weight is 2,000 (26,000 less 24,000)

Excess rate is \$4.95 per cwt (1187/240 cwt = 495)

The shipment would be rated:

First	24,000	@ pup rate	\$1,187.00
Excess	2,000	@ 495 cwt	99.00
Total	26,000		\$1,286.00

**EQUIPMENT RATES - MAXIMUM SHIPMENT SIZE****ITEM 597-1**

Rates or charges stated in units per type of equipment as defined below shall apply only in connection with the portion of the shipment not exceeding *any* of the forms of measurement (Weight, Linear Feet) shown. The overflow portion shall be rated as a separate shipment.

Equipment	Weight (Pounds)	Linear Ft.
.50 PUP	12,000	14
.75 PUP	18,000	21
1.00 PUP	24,000	28
1.25 PUPS	30,000	35
1.50 PUPS	36,000	42
1.75 PUPS	42,000	49
2.00 PUPS	48,000	56

**MINIMUM CHARGE - HOUSEHOLD GOODS OR PERSONAL EFFECTS****ITEM 610**

The minimum charge for a LTL shipment of household goods or personal effects, as described in NMFC Item 100240 and 100250, will be 500 pounds at the otherwise applicable Specific Account pricing, but not less than the otherwise applicable minimum charge published from initial origin to final destination. However, this item will not apply on shipments of military household goods or personal effects when moving on a government bill of lading or on a commercial bill of lading which clearly indicates the underlying government bill of lading number.

**DENSITY MINIMUM CHARGE****ITEM 611-1**

Shipments meeting the conditions of this item shall be subject to a Minimum Charge, based upon a calculated weight and the applicable rate.

1. Shipments which weigh less than four (4) pounds per cubic foot (actual weight) and which require at least 350 cubic feet of space but less than 750 cubic feet of space will be subject to a minimum charge as follows: Multiply the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof to determine a calculated weight for the shipment. The applicable rate shall be determined from otherwise applicable specific account pricing provisions. However, shipments shall be rated at the Class 77.5 rate in lieu of the actual NMF classification, exception rating or multiple rates.
2. Shipments which weigh less than six (6) pounds per cubic foot (actual weight) and which require 750 cubic feet of space or more will be subject to a minimum charge as follows: Multiply the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof to determine a calculated weight for the shipment. The applicable rate shall be determined from otherwise applicable specific account pricing provisions. However, shipments shall be rated at the Class 150 rate in lieu of the actual NMF classification, exception rating or multiple rates.

On shipments subject to different percentage expressions by commodity, the highest applicable percentage expression shall be used in determining the minimum net charges under this rule.

**Conditions and Definitions:**

1. This charge will only apply when the applicable customer pricing is not subject to the Cubic Minimum Charge outlined in Item 616 herein.
2. The cubic capacity of the shipment shall be determined in accordance with Item 110, Paragraph 14 herein.
3. When this item has application, ArcBest's freight bill will indicate both the actual weight and the calculated weight used to calculate the minimum charge.
4. The provisions of this item are not applicable in connection with:
  - A. Shipments subject to "EXCLUSIVE USE OF VEHICLE" provisions herein.
  - B. Notwithstanding "Capacity Load" shipments, any portion of shipments subject to rates stated in units per mile or per piece of linehaul equipment. However, this item will apply for that segment of the shipment that is considered overflow and rated as a separate shipment.
  - C. Shipments rated under the ARC 2025 tariff.
  - D. Shipments utilizing a Secured Shipment Divider (bulkhead). (See Item 881 for applicable provisions.)

**MINIMUM CHARGE ON CLASS A OR B EXPLOSIVES****ITEM 612**

The minimum charge for a shipment containing Class A or B explosives as described in American Trucking Associations Inc., Agent, Hazardous Materials Tariff STB ATA 111, will be the charge for 7,500 pounds at the applicable class scale L5C rate, applying to the highest rated Class A or other than Class A explosive in the shipment.

**MINIMUM CHARGE - ABSOLUTE****ITEM 615**

The linehaul charge for any shipment shall be the applicable charge(s) determined by use of such provisions subject to a minimum charge per shipment per trailer equal to the greater of:

1. The charge produced by the applicable linehaul rate after adjustments for discounts and any other adjustment(s),
2. The applicable linehaul minimum charge after adjustments for discounts and any other adjustment(s), or
3. The stated specific account absolute minimum charge. If no specific account or lane specific absolute minimum charge exists, apply the following:

**Charges for lanes between the Continental U.S. & Canada and between points in Canada:**

- A. \$205.00 for shipments weighing less than 150 pounds
- B. \$225.00 for shipments weighing 150 pounds or more

**Charges for all other lanes:**

- A. \$180.00 for shipments weighing less than 150 pounds
- B. \$205.00 for shipments weighing 150 pounds or more

No adjustments for discounts or any other adjustment(s) except for allowances will be applicable in connection with the absolute minimum charge.

Minimum charges are exclusive of the following charges:

- A. arbitraries,
- B. pickup and/or delivery,
- C. special service charge(s), and
- D. any other charge(s) stated separate from the line-haul transportation charge(s).

**CUBIC MINIMUM CHARGE****ITEM 616**

The provisions of this item have no application when the otherwise applicable charge is greater than the minimum charge provided herein. The rates shown below apply on Interstate and Intrastate shipments between points in the Continental United States, between points in the Continental United States and Canada, and between points in Canada.

The cubic capacity shall be calculated by multiplying the length, width, and height (all in inches) and dividing by 1,728. The "effective occupancy" provisions of Item 110, Paragraph 14 herein will not apply. However, for shipments utilizing a Secured Shipment Divider, bulkhead, partition, or any other means to accomplish same, the cubic capacity shall be calculated by using the following: Height of 106 inches; Width of 96 inches; Length, use the linear distance from the inside front of the trailer to that portion of the partition, blocking, bracing, etc., nearest the rear of the trailer.

The applicable rate is determined by the mileage and cubic capacity of the shipment shown in the matrix below. This minimum charge is per cubic foot. It applies to the linehaul portion of the charges. Fuel and all other special service charges apply after the cubic minimum charge.

<b>Miles</b>	<b>Cubic Capacity</b>			
	<b>0-250</b>	<b>251-350</b>	<b>351-750</b>	<b>751+</b>
0-250	\$1.70	\$1.40	\$1.20	\$1.05
251-500	\$1.85	\$1.55	\$1.35	\$1.20
501-750	\$2.05	\$1.75	\$1.55	\$1.40
751-1000	\$2.30	\$2.00	\$1.75	\$1.65
1001-1500	\$2.55	\$2.25	\$2.00	\$1.90
1501-2000	\$3.05	\$2.75	\$2.55	\$2.40
2001+	\$3.30	\$3.00	\$2.80	\$2.65

**Conditions and Definitions:**

The provisions of this item are not applicable in connection with:

- A. Shipments rated under the ARC 2025 tariff.
- B. Shipments moving under a LTL Volume Spot Quote (VPQ), U-Pack Spot Quote (UPQ), Time-Critical Spot Quote (TPQ), Introductory Spot Quote (IPQ), or a Final-Mile Spot Quote (KPQ)
- C. Shipments rated using Advanced Warehouse pricing.

**MIXED SHIPMENTS - LTL (Exception to NMF 100, Item 640)****ITEM 640**

When a number of differently described articles are shipped as a mixed shipment, the charges on the shipment will be determined as follows:

1. Each article packaged separately and listed separately (on the bill of lading) by weight will be rated using its actual weight and applicable rate. The total shipment weight will be used to satisfy any minimum weights. Any deficit weight will be rated at the lowest rate applicable to any article in the shipment.
2. When two or more different articles are in the same package, and are listed separately on the bill of lading by weight, each article will be rated using its actual weight and applicable rate. Any deficit weight will be rated at the lowest rate applicable to any article in the shipment.
3. When one or more articles are not accurately identified on the bill of lading, the shipment shall be rated at the applicable class shown below based upon the density of the total shipment. Density shall be calculated by dividing the total weight of the shipment by the total cubic feet of the shipment.

Density (in PCF)	Class
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	175
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

4. When packages are shipped in, or unitized on pallets, platforms or skids, provided the packages are properly described to allow for proper rating, the weight of the pallet, platform or skid will be charged at the lowest rate applied to any article in the shipment, if the weight of such device is separately shown on the bill of lading.

**OVER-DIMENSION FREIGHT****ITEM 670**

Shipments containing one or more articles with a dimension that equals or exceeds 8 feet but less than 11 feet will be subject to a charge of \$85.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 11 feet but less than 14 feet will be subject to a charge of \$125.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 14 feet but less than 20 feet will be subject to a charge of \$170.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 20 feet but not exceeding 27 feet will be subject to a charge of \$325.00 per shipment per trailer in addition to all other applicable charges.

ArcBest is not obligated to pick up or transport shipments containing one or more articles with a dimension that exceeds 27 feet. If ArcBest or Service Provider inadvertently arranges or picks up a shipment containing one or more articles with a dimension that exceeds 27 feet, ArcBest and Service Provider have the discretion of returning the shipment to the Shipper. If ArcBest or Service Provider arrange or transports the shipment, the charge will be \$2750.00 per shipment in addition to all other applicable charges.

The charges in this item will not apply on shipments that are subject to:

1. An Exclusive Use or Capacity Load minimum charge
2. Rates stated in units per type of equipment when the application of such rates requires the shipper to load and the consignee to unload.
3. Shipments moving under a LTL Volume Spot Quote (VPQ).

**PACKING MATERIAL, DEBRIS, TRASH REMOVAL AND/OR DISPOSAL OF****ITEM 680**

When requested by the Customer, ArcBest at its sole discretion will make a diligent effort to have removed and/or dispose of packing material, debris or trash associated with specific shipment(s) being delivered. In no case shall ArcBest be under obligation to arrange such service.

It shall be the responsibility of the consignee to place such debris, packing material or trash on Service Provider's equipment at time of delivery.

A charge of \$62.82 for each 15 minutes or fraction thereof required to perform this service will be assessed against the party requesting the service.

In addition, any expenses incurred by ArcBest or Service Provider to satisfy fees or charges directly attributable to this service will be assessed against the party requesting the service. Upon request, evidence of payment of such fees or charges will be furnished by ArcBest.

The charges provided in this item will be in addition to all other lawful charges, and will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.



**PAYMENT OF CHARGES****ITEM 720**

Unless otherwise specifically provided, all rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are payable in lawful money of the U.S., excluding cash. Any applicable exchange rates will be determined based on the date of pickup.

**RETURNED CHECKS, CHARGE FOR****ITEM 720-1**

Checks received in payment of freight charges which are returned to ArcBest by the bank because of insufficient funds or any other reason not the fault of ArcBest will be subject to a charge of \$71.90 plus any service fee assessed by the ArcBest bank. This charge will be in addition to all other applicable charges.

**CREDIT CARD PAYMENTS****ITEM 721**

Payment for all service fees and charges that are made by credit card are subject to an additional 2.0% handling charge.

**PAPER INVOICE SERVICE****ITEM 722**

A fee of \$2.12 per shipment will apply to shipments requiring a paper invoice.

**PERMITS, SPECIAL****ITEM 740**

Published rates or charges do not include tolls, or fees or charges levied by any city, state or federal government agency for special permits or services. All such charges shall be in addition to other charges provided in this tariff and shall be collected from the shipper or party requesting movement of the shipment, plus a service charge of \$293.17 per vehicle per permit for the securing of the special permits.

ArcBest will advance all expenses to move these shipments and will furnish, upon request, evidence of payment to shipper or party requesting movement.

**PICKUP OR DELIVERY SERVICE****ITEM 750**

Rates in publications making reference to this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment at one site by ArcBest or Service Provider during business hours (see Item 754 for Pickup or Delivery Service - Non-Business Hours herein) subject to the provisions indicated below:

**1. PLACEMENT OF VEHICLE FOR LOADING:**

At the request of the consignor, ArcBest will arrange for Service Provider to furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

**2. PLACEMENT OF VEHICLE FOR UNLOADING:**

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

**3. LOADING BY SERVICE PROVIDER:**

Freight tendered for loading shall be placed by the consignor as to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for Service Provider to place its vehicle for loading (see Note 1). Loading includes stowing and counting of the freight in or on the carrier's vehicle (See Item 566 herein for Handling Freight at Positions Not Immediately Adjacent to Vehicle.)

Only one person per vehicle will be furnished for loading, be they the driver, helper, or any other worker or its designated agent except as provided in Item 560 (Extra Labor - Loading) herein.

**4. UNLOADING BY SERVICE PROVIDER:**

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Note 1). Unloading includes the counting and removal of the freight from the position in which it is transported in or on the vehicle. (See Item 566 herein for handling freight at positions not immediately adjacent to vehicle).

ArcBest will furnish only one person per vehicle for unloading, be they the driver, helper or any other worker or its designated agent except as provided in Item 560 (Extra Labor - Unloading) herein.

**5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER (Subject to Note 2):**

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight or other special handling EXCEPT as provided in Paragraphs A and B below:

- A. A charge of \$1.30 per package or a minimum of \$115.00 per shipment per trailer, whichever is greater, will be assessed for special handling or sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics EXCEPT as provided in Paragraph B. Such charges will be assessed against the payor of the freight charges and are in addition to applicable detention charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.
- B. No sorting or segregating charge will be made when:
  1. The only service performed is a count necessary to determine the extent and identity of shortages or overages.
  2. The shipment is tendered on pallets and delivery is required in the same palletized manner in which the freight was tendered.

Loading or unloading service does not include furnishing of rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except the Service Provider may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

**6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE:**

The consignor or consignee may elect to waive the loading or unloading of freight by Service Provider as provided in this item by performing at his own expense the loading or unloading of the shipment. If the driver is prohibited from witnessing the unloading process to verify damages or shortages, ArcBest and Service Provider shall be relieved from claims liability.

**7. LUMPER SERVICE FEE:**

When carrier is required to utilize a lumper or third party service to load or unload the carrier's vehicle, a charge of \$1.30 per package or a minimum of \$115.00 per shipment per trailer, whichever is greater, shall apply. Such charges will be assessed against the payor of the freight charges and are in addition to applicable detention charges.

**8. WAIVER OF DELIVERY RECEIPT:**

When consignor or owner has made written arrangements with ArcBest, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered, unloaded and left unattended at the place designated.

**9. MORE THAN ONE LOADING OR UNLOADING SITE:**

Upon request of the consignor or consignee, pickup or delivery service as defined in this item may be performed at more than one loading or unloading site within the continuous plant property or premises of the consignor or consignee requesting this service, provided the loading or unloading sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of \$97.98 per shipment per trailer will be assessed for each transfer of the vehicle from one loading or unloading site to another.

**10. HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING (Exception to NMF 100 Series, Item 568):** (See Note 3)

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 shipment:

- A. Weighs 500 pounds or less, Service Provider will perform the loading and/or unloading where a dock, platform, or ramp is directly accessible to Service Provider's vehicle, except as provided in Paragraph C. Regardless of weight, if there is no dock, platform or ramp provided, the Customer will be responsible for the loading or unloading. On request, the driver may assist.
- B. Weighs 500 pounds or more, the Customer will perform the loading or unloading. On request, the driver may assist.
- C. Regardless of weight, the Customer will be responsible for the loading or unloading when:
  - (1) Freight exceeds 22 feet in any dimension
  - (2) Freight exceeds 10 feet in its greatest dimension and exceeds 1 foot in any other dimension.
  - (3) Freight exceeds 8 feet in its greatest dimension, with any other dimension exceeding 2 feet.
  - (4) Freight exceeds 4 feet in any two dimensions.

Note 1 - Freight shall be deemed to be immediately adjacent to a space suitable to place the vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk. If a parking space suitable to place the vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

When two or more shipments are placed by the shipper as close as practicable to a parking space suitable to place the vehicle for loading, all such shipments will be considered as immediately adjacent thereto, even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carrier.

When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable to place the vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

Note 2 - The provisions of this paragraph will not allow for the opening of packages or unitized shipments, including shrink-wrapped or banded freight on pallets or skids.

Note 3 - Loading by definition in Paragraph 9 of this item includes stowing and counting of the freight in or on the vehicle(s). Unloading by definition in Paragraph 9 of this item includes the counting and removing of the freight from the position in which it is transported in or on the vehicle.

**PICKUP OR DELIVERY AT PRIVATE RESIDENCES****ITEM 751**

Provisions of this item will apply to residential locations, including the entire premise on which a dwelling is located, including but not limited to:

- private residences
- apartments and dormitories
- rectories and parsonages

Shipments picked up at, consigned to or delivered to such locations will be assessed a charge per service of \$11.00 per cwt, but not less than \$150.00, nor more than \$475.00 per shipment, in addition to all other charges applicable to the shipment. If the service is performed at a location in the zip code range of 70001 through 70499, inclusive, the above charges will apply subject to a minimum of \$185.90. For shipments moving within points in Canada, a charge per service of \$18.20 per cwt, but not less than \$227.50, nor more than \$637.00 per shipment, in addition to all charges applicable to the shipment, will apply.

This charge will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service. Charges will not apply on shipments when the charge in Item 440 (Limited access pickup or delivery) is assessed.

Accepting delivery at a terminal or facility does not constitute reconsignment nor does it constitute a chargeable service under this item.

The service provided in this item will include initial notification in the case of delivery to arrange for an agreed delivery time. Any additional notifications will be charged at normally published notification charges and assessed to the party requiring the additional notice.

**DELIVERY OF HOUSEHOLD GOODS/PERSONAL EFFECTS****ITEM 752**

For the movement of household goods or personal effects, Service Provider will attempt to honor requests to delay delivery shipments when requested to do so by the consignor or owner of the goods. However, ArcBest and Service Provider will bear no liability for its failure to delay delivery. In addition, at its sole option, ArcBest may arrange for Service Provider to deliver the goods upon adequate representation that the freight charges have been or will be paid in full.

**PICKUP OR DELIVERY AT TRADE SHOW LOCATIONS****ITEM 753**

ArcBest will arrange pickup or delivery service at an exhibition hall, convention center, any other location where a trade show is held or at a warehouse where trade show shipments are held prior to or following a trade show. The base charge per service will be \$68.50 per trailer per shipment in addition to all other charges applicable to the shipment.

In addition, shipments delivered to the location where a trade show is held will be subject to a charge of \$25.00; shipments delivered to the advance warehouse facility will be subject to a charge of \$17.50. ArcBest is committed to make its best effort to arrange the date related services required by these deliveries. However, these services are not guaranteed. Guaranteed services are available through the ARC 610, Time-critical Service Tariff.

Charges will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

**PICKUP OR DELIVERY SERVICE - NON-BUSINESS HOURS****ITEM 754**

1. ArcBest does not obligate itself to arrange pickup or delivery service during non-business hours (including Saturday, Sunday or a holiday). However, when a Customer requests pickup or delivery of freight during non-business hours, the following will apply:
  - Minimum charge of \$540.00 per man per day.
  - \$105.00 per man for each half-hour or fraction thereof required to perform the service.

Time shall be computed upon notification by the driver to the representative of the consignor/consignee that the vehicle(s) is available for loading/unloading and shall end once loading/unloading has been completed and driver has received a signed Bill of Lading/receipt of delivery.

2. Customer may request ArcBest to arrange delivery or pick up of an empty trailer(s) on a Saturday, Sunday or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday or holiday. The charge for this service will be \$540.00 per man per day, or fraction thereof.
3. Charges will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

**PICKUP OR DELIVERY ON US DOMESTIC AND CANADIAN ISLANDS**

**ITEM 755**

Shipments picked up at or delivered to the 5-digit zip codes shown below will be subject to the additional pickup or delivery charges noted below in addition to all otherwise applicable charges.

Location, zip code	Minimum Per Shipment	Charge Per CWT	Maximum Per Shipment Per Trailer
<b>Martha’s Vineyard or Nantucket, MA:</b> 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	\$550.00		
<b>Florida Keys:</b> 33001, 33036, 33037, 33040, 33042, 33043, 33044, 33050, 33051, 33052, 33070	\$180.60		
<b>Harsens Island, MI:</b> 48028	\$206.50	\$9.80	\$363.20
<b>Beaver, Drummond and Mackinac Island, MI:</b> 49726, 49757, 49782	\$167.30	\$10.60	\$413.00
<b>Puget Sound, WA:</b> 98013, 98070, 98243, 98245, 98250, 98261, 98279, 98280, 98281, 98297	\$306.60	\$61.40	
<b>Shelter Island, NY:</b> 11964, 11965	\$137.70	\$9.80	\$346.80
<b>Kiawah Island, SC:</b> 29455	\$ 68.30		
<b>Ocracoke, NC:</b> 27960	\$129.70		
<b>Grosse Ile, MI:</b> 48138	\$ 61.40		
<b>North Padre Island, TX:</b> 78373, 78418	\$105.40		
<b>Fisher Island, FL:</b> 33109	\$273.33		

The charges provided in this item, and other costs to secure movement of freight to the island (including, but not limited to ferry charges) incurred by ArcBest or Service Provider for locations not defined above, will be applied to the freight bill and will be collected from the party responsible for the freight charges.

The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

**PICKUP OR DELIVERY AT NATIONAL PARKS AND OTHER REMOTE LOCATIONS**

**ITEM 756**

Shipments picked up at or delivered to points or places inside Yellowstone National Park assigned US 5-digit zip code 82190 will be subject to an additional charge of \$300.00 per shipment per trailer.

Shipments picked up or delivered to points or places inside Big Bend National Park and the surrounding area assigned US 5-digit zip codes 79734, 79830, 79831, 79832, 79834, 79842, 79843, 79845, 79846, 79848, 79850, 79852, and 79854 will be subject to an additional charge of \$27.00 per cwt, but not less than \$105.00 per shipment per trailer.

Shipments picked up at or delivered to points or places in northwestern North Dakota assigned US 3-digit zip codes 587 and 588 or southwestern North Dakota assigned US 3-digit zip code 586 will be subject to an additional charge of \$95.00 per shipment per trailer.

Additional charges will apply for shipments picked up or delivered to the following areas:

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote AR	71630, 71638, 71642, 71646-71647, 71650-71652, 71654, 71658-71663, 71665-71666, 71670, 71674-71677, 71721, 71725, 71728, 71743, 71747-71748, 71763, 71772, 71825-71828, 71833, 71835, 71841, 71847, 71857-71858, 71861, 71864, 71919-71922, 71929, 71931, 71933, 71935-71937, 71939-71944, 71949-71950, 71952, 71957-71962, 71965-71966, 71968-71973, 72001, 72003, 72005, 72014, 72017, 72026-72028, 72030-72031, 72036, 72038, 72041-72042, 72044, 72048, 72051, 72055-72056, 72060, 72063, 72066-72067, 72069, 72073-72074, 72084, 72087-72088, 72108, 72123, 72128, 72130, 72133-72134, 72136, 72140-72141, 72152-72153, 72166-72167, 72170, 72175, 72179, 72312-72313, 72324, 72328-72330, 72333, 72340, 72346-72348, 72350-72351, 72353, 72367, 72373, 72379, 72383, 72386-72387, 72389, 72395, 72421, 72429, 72431, 72434, 72440, 72444, 72466, 72469-72470, 72478, 72482, 72511-72513, 72515, 72517, 72519-72520, 72522-72524, 72528, 72530-72532, 72534, 72536-72539, 72544, 72546, 72549, 72554, 72565-72566, 72568-72569, 72572-72573, 72576-72577, 72583-72585, 72587, 72611, 72613, 72615-72617, 72623-72624, 72628-72633, 72636, 72638-72642, 72644-72645, 72648, 72650, 72653, 72655, 72657-72658, 72660-72663, 72666, 72668-72670, 72675, 72679-72680, 72685-72686, 72740, 72742, 72746, 72828, 72833, 72838, 72841, 72852-72853, 72856, 74457, 74464	\$120.00
Remote AZ	85632 (San Simon), 85634 (Sells), 86031 (Bitahochee), 86031 (Indian Wells), 86043 (Shongopovi), 86043 (Second Mesa), 86046 (Williams), 86053 (Kaibito), 86054 (Shonto), 86507 (Lukachukai), 86535 (Dennehotso), 86540 (Nazlini), 86544 (Red Valley)	\$115.00
	85122, 85321, 85328, 85341, 85357, 85362, 85371, 85541, 85553-85554, 85901, 85911, 85920, 85922, 85924, 85930, 85932, 85936, 85939, 85941, 86020-86021, 86023-86024, 86028, 86030, 86033-86036, 86039-86040, 86042, 86044-86045, 86047, 86332, 86337, 86432, 86434, 86437, 86441, 86502-86505, 86508, 86510 – 86511, 86515, 86538, 86545, 86556	\$135.00
	86022 (Moccasin)	\$210.00
	86052, 86514, 86022 (Jacob Lake)	\$280.00
	86301, 86320-86321, 86403, 86444, 86512	\$115.00
Remote CA	91901, 91905, 91906, 91916, 91935, 91962, 91980, 92003, 92004, 92028, 92036, 92059-92061, 92065-92066, 92070, 92082, 92086, 92233, 92257, 92283, 92328, 92364, 92366, 92536, 92539, 93254, 93257, 93265, 93271, 93513-93514, 93517, 93529, 93541, 93546, 93640, 93920, 95947, 95983, 96020, 96118, 96124, 96134, 96137	\$135.00
	93401-93403, 93405-93409, 93412, 93422, 93424, 93427-93428, 93430, 93432-93433, 93436-93437, 93441-93442, 93444, 93446, 93449, 93452, 93454-93456, 93458, 93460, 93463, 94515, 94923, 94937, 95422-95423, 95428, 95436-95437, 95445-95446, 95451, 95453, 95457, 95460-95461, 95470, 95472, 95485, 95490, 95497, 95501, 95503, 95519, 95521, 95526, 95531, 95536, 95540, 95542, 95560, 95562, 95567, 95573, 95589	\$40.00
Remote CO	80136, 80487, 80654, 81073, 81089, 81130, 81252, 81401, 81601, 81611	\$95.00
Remote FL	33921, 33924, 33957	\$135.00



Remote ID	83467, 83636, 83647	\$110.00
Remote KY	40965	\$45.00
Remote MA	02571, 02601	\$50.00
Remote MI	49855	\$50.00
Remote MS	38751	\$50.00
Remote MT	59018, 59027, 59030, 59065, 59075, 59085-59086, 59211, 59223, 59241, 59256, 59259, 59263, 59270, 59314- 59315 , 59317, 59353, 59412, 59421, 59427, 59436, 59446, 59450, 59472, 59489, 59521, 59527, 59633, 59640, 59645, 59648, 59713, 59716, 59728, 59752, 59758, 59820, 59823, 59826, 59829, 59842-59846, 59853, 59859, 59866, 59868, 59872-59874, 59911, 59913, 59916-59920, 59925-59926	\$120.00
Remote NC	28707, 28721, 28725, 28751, 28779	\$45.00
Remote NM	87937, 88231, 88252	\$110.00
Remote NV	89003, 89010, 89013, 89017-89018, 89020, 89023, 89041, 89045, 89047, 89049, 89124, 89406, 89409, 89412, 89414-89415, 89419, 89422, 89444-89445, 89834	\$135.00
	89418, 89825, 89832-89833, 89835	\$315.00
	89301, 89310-89311, 89314, 89316	\$350.00
Remote OR	97029, 97037, 97057, 97063, 97125, 97326, 97329, 97346, 97350, 97411, 97413, 97425, 97427, 97430, 97434, 97458, 97484, 97492, 97520, 97539, 97620, 97625, 97635, 97636, 97637, 97640, 97710, 97711, 97720, 97738, 97814, 98719, 97823, 97824, 97827, 97828, 97830, 97834, 97836, 97837, 97840, 97841, 97842, 97843, 97845, 97846, 97850, 97857, 97861, 97867, 97870, 97874, 97876, 97877, 97880, 97884, 97885, 97903, 97908, 97911, 97920	\$135.00
Remote TN	37708, 37711, 37713, 37722, 37738, 37755, 37756, 37757, 37766, 37819, 37821, 37841, 37843, 37847, 37869, 37874, 37880, 37882, 37885, 37886, 37887, 37892, 38549, 38556, 38570	\$45.00
Remote TX	76943, 76950, 77650, 79718, 79735, 79744, 79752, 79772, 79780, 79855	\$105.00
Remote UT	84518, 84521, 84523, 84735	\$40.00
	84511, 84535	\$75.00
	84023, 84028, 84038, 84046, 84074, 84078, 84098, 84716, 84718, 84723, 84726, 84734, 84740, 84743, 84747, 84749, 84775-84776	\$140.00
	84512, 84525-84526, 84530-84534, 84536, 84733, 84758	\$205.00
	84741	\$280.00
Remote VA	22701, 22960	\$50.00
Remote WA	98221, 98237, 98244, 98251, 98255, 98266, 98288, 98293, 98397, 98601, 98649, 98581, 98602, 98603, 98616, 99322	\$116.00
Remote WI	54246	\$64.50
Remote WY	82414, 82501, 82520, 82716, 82718, 82801, 82935, 83001	\$65.00

Shipments picked up or delivered to any of the following 3-digit postal code prefixes will be subject to an additional charge of \$85.00 per shipment per trailer:

	<b>3-DIGIT POSTAL CODE</b>	<b>PER SHIPMENT PER TRAILER</b>
Canadian Postal Codes	V0A, V0B, V0C, V0E, V0G, V0H, V0J, V0K, V0L, V0M, V0N, V0P, V0R, V0S, V0T, V0X, V1A, V1B, V1C, V1E, V1G, V1H, V1J, V1K, V1L, V1N, V1P, V1S, V1T, V1V, V1W, V1X, V1Y, V1Z, V2A, V2B, V2C, V2E, V2G, V2H, V2J, V2K, V2L, V2M, V2N, V2P, V2V, V4S, V4T, V4Z, V8A, V8B, V8C, V8G, V8J, V8K, V8L, V8M, V8N, V8P, V8R, V8S, V8T, V8V, V8W, V8X, V8Y, V8Z, V9A, V9B, V9C, V9E, V9G, V9H, V9J, V9K, V9L, V9M, V9N, V9P, V9R, V9S, V9T, V9V, V9W, V9X, V9Y, V9Z	\$85.00

The charges provided in this item will be in addition to all otherwise applicable charges and will be collected from the party responsible for the freight charges.

The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

**HIGH COST DELIVERY SURCHARGE**

**ITEM 757**

Shipments delivered to the following service areas shown below will be subject to additional charges per shipment:

<b>Area *</b>	<b>Charge</b>
Atlanta	\$67.00
Boston	\$73.00
Chicago	\$81.00
Houston	\$73.00
Los Angeles	\$77.00
New Orleans	\$67.00
Philadelphia	\$81.00
San Francisco	\$77.00
Seattle	\$55.00

The charges provided herein will be in addition to all other lawful charges and will be collected from the party responsible for the freight charges.

These charges only apply to shipments that are rated on tariffs other than Service Provider's then current rates.

The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

\* Area Definitions:

<b>Atlanta -</b>	30303, 30308-30310, 30312-30316, 30318, 30334
<b>Boston -</b>	02108-02111, 02113-02116, 02118-02122, 02124-02136, 02138-02145, 02152, 02163, 02201, 02203, 02205-02206, 02210, 02215-02216, 02222, 02445-02447
<b>Chicago -</b>	60601-60614, 60622, 60647, 60654, 60661, 60666, 60673, 60674, 60677-60678
<b>Houston -</b>	77002-77004, 77007-77011, 77019-77020, 77380
<b>Los Angeles -</b>	90003-90020, 90022, 90024-90029, 90031, 90033-90038, 90043-90049, 90052, 90056-90057, 90062-90064, 90066-90069, 90071, 90073, 90077, 90079, 90086, 90088-90089, 90094-90095, 90099, 90103, 90189, 90210-90212, 90230, 90232, 90263, 90265, 90272, 90291-90293, 90302-90305, 90313, 90401-90405, 91754-91755, 91770, 91775-91776, 91780, 91801, 92662
<b>New Orleans -</b>	70001-70003, 70005-70006, 70030-70032, 70037, 70039-70041, 70043, 70047, 70051-70053, 70056-70058, 70062-70063, 70065, 70067-70068, 70070-70072, 70075-70076, 70079-70080, 70082-70087, 70090-70092, 70094, 70112-70119, 70121-70131, 70140, 70143, 70148, 70170, 70195, 70301-70302, 70343-70346, 70353-70354, 70356-70360, 70363-70364, 70372-70375, 70377, 70394-70395, 70397, 70420, 70433, 70435-70437, 70445-70448, 70452, 70458, 70460-70461, 70471
<b>Philadelphia -</b>	19102-19104, 19106-19107
<b>San Francisco -</b>	94002, 94005, 94010, 94014-94015, 94025, 94027-94028, 94030, 94044, 94061-94063, 94065-94066, 94070, 94080, 94102-94106, 94107-94118, 94121-94124, 94127-94135, 94143, 94150, 94154, 94158, 94171, 94180, 94183, 94188, 94401-94404
<b>Seattle -</b>	98001-98012, 98014, 98019-98024, 98026-98034, 98036-98040, 98042-98043, 98045-98047, 98050-98053, 98055-98059, 98064-98065, 98068, 98071-98072, 98074-98075, 98077, 98087, 98092, 98101-98110, 98112, 98115-98119, 98121-98122, 98125-98126, 98129, 98133-98134, 98136, 98144, 98146, 98148, 98154-98155, 98158, 98166, 98168, 98177-98178, 98184-98185, 98188, 98195, 98198-98199, 98203-98204, 98208, 98256, 98272, 98275, 98290, 98292, 98294-98296, 98304-98305, 98310-98312, 98314-98315, 98321, 98323, 98325-98329, 98331-98333, 98335-98340, 98342, 98345-98346, 98349-98350, 98351-98353, 98354-98368, 98370-98377, 98380, 98382-98383, 98387-98388, 98390-98392, 98394, 98402-98410, 98413, 98416, 98418, 98420-98422, 98424, 98430-98431, 98433, 98438, 98443-98447, 98449, 98465-98467, 98493, 98498-98499, 98501-98503, 98506, 98512-98513, 98516, 98524, 98528, 98537, 98546, 98548, 98555-98557, 98571, 98575-98576, 98580, 98584, 98587-98589, 98592, 98597, 99121, 99138, 99157

**GROUND PICKUP OR DELIVERY SERVICE****ITEM 758**

When ArcBest is required or requested to arrange mechanical loading or unloading devices to accomplish pickup or delivery of freight or when Service Provider personnel utilizes alternate means to move the freight from the vehicle to ground level, an additional charge of \$8.85 per 100 pounds of actual weight will be assessed, but not less than \$180.00 nor more than \$415.00 per shipment per trailer. For shipments moving within points in Canada, the charge shall be \$14.50 per 100 pounds of actual weight, but not less than \$300.00 nor more than \$665.00 per shipment per trailer.

Charges will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

At locations where ArcBest cannot arrange suitable equipment and elects to outsource lifting or lowering devices to accomplish pickup or delivery, additional equipment charges incurred by ArcBest will be collected from the party requesting this service.

ArcBest is not obligated to perform this service where suitable equipment or operators are unavailable, nor at locations inaccessible to vehicles, or where the safety of vehicles or people is jeopardized.

This charge shall not be applicable for locations in the state of Hawaii. Charges will not apply on shipments when the charge in Item 959 (Special Pickup or Delivery Equipment) herein is assessed.

**DELIVERY SERVICE – NYC METRO, WASHINGTON DC METRO AND SURROUNDING AREAS****ITEM 759**

Shipments delivered to the following service areas shown below will be subject to additional charges.

Area	Zips	Charge per Shipment
NYC Metro and adjacent NJ area	07000-07399, 07600-07699, 10000-10299, 10400-10499	\$110.00
Long/Staten Island NY	10301-10399, 11001-11999 (except 11964 and 11965)	\$63.00
Washington DC	20000-20099, 20200-20599, Also definition below	\$90.00
Maryland Shore	See definition below	\$55.00
New Jersey Shore	See definition below	\$55.00

The charge provided herein will be in addition to all other lawful charges and will be collected from the party responsible for the freight charges.

The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

**Area Definition for Washington, DC** – 20109-20112, 20120-20121, 20124, 20143, 20151-20152, 20163-20166, 20170-20171, 20190-20192, 20194, 20196, 20701, 20705-20708, 20710-20712, 20714-20716, 20720-20724, 20732-20733, 20735-20737, 20740-20748, 20762, 20770-20771, 20781-20785, 20810, 20814-20817, 20850-20855, 20857, 20895, 20901-20906, 20910, 20912, 20993, 22003, 22015, 22027, 22030-22033, 22035, 22039, 22041-22044, 22046, 22066, 22079, 22081-22082, 22101-22102, 22107, 22116, 22124, 22180-22182, 22201-22207, 22209-22214, 22217, 22301-22315

**Area Definition for Maryland Shore** – 21612, 21619, 21620, 21622, 21634, 21638, 21648, 21654, 21661-21663, 21666, 21668, 21671, 21817, 21838

**Area Definition for New Jersey Shore** – 07716, 07732, 07750, 07760, 08006, 08008, 08050, 08202-08204, 08212, 08226, 08243, 08247-08248, 08251, 08260, 08401-08403, 08405-08406, 08732-08735, 08738-08742, 08751-08752

#### **DELIVERY SERVICE – CONSIGNEE SPECIFIC CHARGES**

#### **ITEM 760**

Shipments delivered to the following consignees will be subject to additional charges on a per shipment basis:

Consignee	Minimum Per Shipment	Charge per Cwt
Gordon Food Service Inc	\$6.00	\$1.00
H E Butt Grocery Co	\$6.00	\$0.75
Imperial Dist Inc.	\$6.00	\$0.50
M B M Inc.	\$6.00	\$0.75
McLane Co.	\$6.00	\$0.50
Orgill Inc.	\$6.00	\$0.50
Super Valu Stores Inc.	\$6.00	\$0.50

The charge provided herein will be in addition to all other lawful charges and will be collected from the party responsible for the freight charges.

The charges provided in this item will not apply to shipments moving under a LTL Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

**PRIORITY OF PRICING--ORDER OF PRECEDENCE****ITEM 765**

Where different types of pricing could apply to the same shipment, the following order of precedence will apply:

1. Time-critical (supersedes all other pricing). To the extent different time sensitive pricing could apply to a single shipment, the following order of precedence will apply:
  - A. Time-Critical Spot Quote (TPQ)
  - B. Specific Account Pricing published in ARC 610
  - C. General time-critical pricing as outlined in ARC 610, Item 2000
2. LTL Volume Spot Quote (VPQ) (supersedes all other pricing except time critical)
3. Paying party. When pricing is applicable for more than one party on a freight bill (e.g., Shipper, Consignee or Third Party), the pricing applicable for the payor of the freight charges will apply.
  - A. When the Third Party (TP or TPB) is Payor.
    - (1) Use the TP's applicable pricing when true third party conditions as provided in Item 429 herein, or the following, exist.
      - (a) For prepaid shipments, if the TP and shipper are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the shipper.
      - (b) For collect shipments, if the TP and consignee are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the consignee.
    - (2) When there is no applicable pricing package for the TP payor, use the following:
      - (a) Prepaid shipments. Use the shipper's applicable pricing.
      - (b) Collect shipments. Use the consignee's applicable pricing. If none, use the shipper's applicable pricing.
    - (3) When the following conditions exist, TP pricing will only apply as provided in Paragraph 3(B) (prepaid) or 3(C) (collect), below:
      - (a) The TP and the shipper or consignee are the same company and are assigned the same account code number.
      - (b) The TP is the majority owner of the shipper or consignee.
  - B. When the Shipper is payor. Use shipper's applicable pricing. If none, and there is a shipper or majority owner of shipper "Send Freight Bill To Party" (SFB) location shown on the bill, use the SFB's applicable third party pricing.
  - C. When the Consignee is payor. Use the consignee's applicable pricing. If none,
    - (1) And there is a consignee or majority owner of consignee SFB location shown on the bill, use the SFB's applicable third party pricing.
    - (2) Use the shipper's applicable pricing, except as provided in "(1)" above.

D. When, in the applicable pricing package, there is more than one price that covers the shipment, the following order of precedence shall apply:

(1) Contract (supersedes tariff pricing).

- (a) Provisions applicable to LTL shipments based on a price per pallet, per piece, or some other containerized unit, will take precedence over and will not alternate with other applicable LTL provisions. Non-containerized commodities in the same shipment will be rated using otherwise applicable LTL provisions.
- (b) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
- (c) Apply lower of payor's LTL or VOL pricing.

(2) ArcBest Individual Tariffs filed in the ArcBest General Office (is superseded by contract pricing).

- (a) Provisions applicable to LTL shipments based on a price per pallet, per piece, or some other containerized unit, will take precedence over and will not alternate with other applicable LTL provisions. Non-containerized commodities in the same shipment will be rated using otherwise applicable LTL provisions.
- (b) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
- (c) Apply lower of payor's LTL or VOL pricing.

E. When the payor's pricing includes exceptions or non-application provisions, such exceptions or non-application provisions may not cause alternation to a non-payor's pricing. Instead, the payor's pricing, notwithstanding its inapplicability to a given shipment because of such exceptions, will serve as the payor's pricing package and prohibit use of non-payor pricing (the provisions of this sub paragraph will apply but are not limited as shown in the following examples):

Examples:

Pricing published to apply for a non-payor will not apply as an alternate to the application of the payor's pricing, when:

- (1) Payor pricing is restricted by geographic area, but non-payor's pricing is not similarly restricted.
- (2) Payor pricing has no discount on minimum charge, selected rate scales (minimum weights) or joint line restrictions, but the non-payors pricing is not similarly restricted.
- (3) Payor pricing is made not applicable under Item 151 herein, but the non-payor's pricing is exempt from one or more of the provisions of Item 151 herein.

4. When an account performs services for which an allowance as defined in Item 315 herein may apply, such allowance will not be subject to the provisions of Paragraph 3, above, and will be in addition to otherwise applicable pricing. Allowances will not apply to shipments that are rated under Time-Critical Spot Quote (TPQ) or LTL Volume Spot Quotes (VPQ).

**REFUND AND INCENTIVE REFUND DISCOUNTS-- APPLICATION OF****ITEM 765-3**

Refund, Incentive Refund or other Off-Bill Discounts:

1. must comply with the provisions of the ICC Termination Act of 1995, Section 13708, Billing and Collecting Practices.
2. shall only apply when the Specific Account Pricing containing the refund, incentive refund or other off-bill discount is applicable for a shipment as defined within the Specific Account Pricing provisions and in Item 765 (Priority of Pricing -- Order of Precedence) herein.
3. shall not be applicable on special service charges or fuel surcharge.
4. shall apply only when ArcBest receives all applicable freight charges within 30 days of:
  - A. billing date for shipments moving freight charges prepaid.
  - B. delivery date for shipments moving freight charges collect.
5. shall apply only to the ArcBest portion of revenue on joint-line traffic.
6. shall not apply on shipments moving on government bills of lading, shipments moving on commercial bills of lading that are to be converted to government bills of lading nor on shipments where freight charges are paid by the U.S. Government.

**PRECEDENCE (PRIORITY) OF RULES****ITEM 766**

Where a rule published in this tariff covers the same service as a rule published in the National Motor Freight Classification, NMF 100 Series, such rule published herein, to the extent of its application, will apply in lieu of the rule published in NMF 100 Series. Unless otherwise provided in the applicable Specific Account Pricing provisions, rules or charges contained within Specific Account Pricing provisions will apply in lieu of the same rules or charges published in this tariff.

**PREPAYMENT OR GUARANTEE OF CHARGES****ITEM 770**

**Section 1.** A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with ArcBest and guarantees to pay the charges if the third party fails to do so. Such shipment will not be accepted if the consignor executes Section 7 of the bill of lading.

**Section 2.** If, in the judgment of ArcBest, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

**Section 3.** If a shipment is required by Section 2 hereof or by any provision of the governing classification to be prepaid, it will be accepted on a collect basis if the consignor has established credit with ArcBest and the consignor guarantees to pay the charge if the consignee fails to do so. ArcBest reserves the right to not accept such a shipment as a collect shipment if the consignor executes Section 7 of the bill of lading.



**PREPAYMENT OR COLLECTION OF FREIGHT CHARGES - EXPORT SHIPMENTS** **ITEM 771**  
**(Exception to Item 770, herein)**

All charges on shipments for export transported on rates governed by this tariff must be prepaid, including all special service charges, all charges paid longshoremen, stevedores, public loaders, riggers, and charges covering top wharfage. Shipper must prepay labor charges assessed at railroad-controlled steamship piers or wharves at Philadelphia, PA (19101-99) or Baltimore, MD (20201-99).

The provisions of this item will not apply in connection with shipments moving on U.S. Government bills of lading, in connection with shipments destined to points in Canada, or when the bill for freight charges is to be sent to and paid by the consignee at a location in the continental U.S. other than the port of embarkation.

**PAYING PARTY ON SHIPMENTS TO EXHIBITIONS, FAIRS, ETC.** **ITEM 776**

Freight charges must be prepaid on all shipments consigned to or in care of trade shows, carnivals, fairs or exhibitions, unless instructions on the original bill of lading provide that payment is to be made by a third party, or require ArcBest to send the freight bill to a location other than the actual destination for payment.

Freight charges must be collect on all shipments originating from trade shows, carnivals, fairs or exhibitions, unless instructions on the original bill of lading provide that payment is to be made by a third party, or require ArcBest to send the freight bill to a location other than the actual destination for payment.

**PREPAYMENT, PARTIAL** **ITEM 778**

Partial prepayment of freight charges will not be permitted, **except** for shipments to or from Alaska, Hawaii, Mexico or Puerto Rico.

**PUERTO RICO – SHIPPER'S EXPORT DECLARATION** **ITEM 779**

The U.S. Census Bureau requires a Shipper's Export Declaration (SED) for each Puerto Rico or U.S. Virgin Island shipment having a declared value exceeding \$2,500.00, unless otherwise exempt by Federal Regulations. At the specific request of shipper(s), ArcBest or Service Provider will prepare all required export documentation, prepare or complete shippers' drafts or invoices, and dispose of such documents in accordance with shippers' instructions, the fees for which will be as follows.

1. A charge of \$28.70 per transmission will apply for transmitting to a shipper, consignee, or any other party, any of the export documentation named previously in this item by air, certified, express, or registered mail.
2. A charge of \$73.30 per electronic filing will apply for the electronic filing of Export Declaration on the behalf of the shipper. Application of the service and the charge will occur when the shipper fills out form 7525-V and signs authorization (Block 29) for ArcBest or Service Provider to electronically file on shipper's behalf. At its option, shipper may provide ArcBest or Service Provider with written authorization or power of attorney to electronically file on its behalf.

**PROHIBITED OR RESTRICTED ARTICLES  
(Subject to Note 5)****ITEM 780****Section 1 - Property of Extraordinary Value.**

Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles.

- Bank bills
- Bullion or bullion coins
- Currency including coins
- Deeds
- Drafts
- Jewelry, other than costume or novelty jewelry
- Letters, with or without stamps affixed (Note 1)
- Museum exhibits or articles of antiquity (Note 3)
- Notes
- Original works of art (Note 4)
- Postage stamps
- Precious stones
- Precious metals (including precious metal scrap)
- Revenue stamps (Note 2)
- Valuable papers of any kind

**Section 2 - Freight Liable to Damage Other Freight or Equipment.**

ArcBest is not obligated to arrange shipment of freight liable to impregnate or otherwise damage other freight or equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

**Section 3 - Prohibited Articles.**

ArcBest reserves the right to collect from the customer or the shipment paying party the costs for: cleanup for trailers and other equipment; payment of freight charges; other property claims and personal injuries, including death; and damage and/or loss, including attorneys' fees and litigation costs, caused by or arising out of the transportation or storage of any prohibited article.

The following property will not be accepted for shipment:

- Animals, live, wild
- Animal hides, skins or bones, inedible
- Corpses
- Fish scrap, NOI, green
- Flowers, fresh cut, NOI
- Fruit, fresh, NOI
- Vegetables, fresh or green, NOI, other than cold-pack
- Straw or hay, fresh cut or dried, in unfinished, loose or baled form
- Livestock
- Class 2.3 and 6.1 material poisonous-by-inhalation (PIH) Zone A when greater than 1 liter
- Class 2.3 and 6.1 material poisonous-by-inhalation (PIH) Zone B bulk container (over 119 gallons for liquids and greater than 1000 gallon water capacity for gases)
- Class 6.2 Infectious substances
- Class 7 Radioactive materials
- Nitrocellulose with alcohol, 4.1, UN2556, PGII
- Explosives 1.1, 1.2, 1.3
- Division 1.5 (explosives) over 1,000 lbs. requiring placarding
- Hazardous and nonhazardous waste
- Commodities with elevated temperatures
- Ethanol and Gasoline Mixture (UN 3475)
- Asbestos NA 2212
- Smokeless Powder for Small Arms NA 3178 (over 100 lbs.)
- Records or other data in any form containing personal or financial information including but not limited to social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information
- Cigarettes, Cigars, Snuff, and other Tobacco products
- Marijuana (including medical marijuana) and any other illegal drugs
- Any commodities capable of containing blood borne pathogens, including but not limited to bodily fluids, blood, plasma, recycled plasma, organs, tissue, or medical wastes.
- Hemp, any form.

Note 1 - United States Mail will be accepted when the consignor and consignee are United States Post Offices.

Note 2 - Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in LTL volume shipments only.

Note 3 - Except antique furniture subject to NMF 100, Item 100240 or numismatic exhibits subject to NMF 100, Item 63830.

Note 4 - Except pictures or paintings subject to NMF 100, Items 100240 sub 1 or 056165.

Note 5 - The provisions of this item will also apply on export or import shipments.

**LIABILITY LIMITATIONS**  
(Subject to Notes 1, 2, 3 & 4)**ITEM 780-1****Part A: Cargo Loss & Damage Claims**

ArcBest and Service Provider will assume liability for cargo loss and damage claims under the applicable federal laws in effect on the date of the shipment and the terms and conditions of the ArcBest Bill of Lading attached hereto as Appendix 1, except as otherwise stated herein, or to the extent otherwise specifically outlined in participating tariffs. ArcBest's and Service Provider's liability for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation.

Cargo loss and damage claims will be investigated and disposed of under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155. Any and all cargo claims must be filed against ArcBest and Service Provider within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. When claims are not filed within the prescribed time limits such claims shall be barred and not paid.

Any lawsuits for cargo claims shall be instituted against ArcBest and Service Provider no later than two years from the day when written notice is given by ArcBest or Service Provider to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, ArcBest and Service Provider shall not be liable and such cargo claims will not be paid.

In no event shall ArcBest or Service Provider be liable for any claim based upon any item which is a prohibited article as defined in Item 780 herein whether or not knowingly accepted for transport. .

**Section 1 - Liability Limitations**

Except as otherwise specifically provided herein, or modified to the extent specifically outlined in participating tariffs, in the event of loss of and/or damage to any shipment, ArcBest's and Service Provider's aggregate liability will not exceed the lesser of:

1. the actual value of the article(s)
2. the lowest released value provided in ARC 100 Series or in STB NMF 100 Series (Note 3)
3. the maximum per pound per lost or damaged package outlined in Table A herein, for the weight of each article tendered on the shipment. Maximum liability will be derived from the actual class of the article tendered (as published in ARC 100 Series or in STB NMF 100 Series); or derived from the applicable FAK or class exception rating if charges are determined by application of an FAK or class exception rating
4. \$100,000 per shipment
5. any general statutory or regulatory domestic or international cargo liability limitations

**TABLE A**

Class/FAK	Maximum Liability *	Class/FAK	Maximum Liability *	Class/FAK	Maximum Liability *
50	\$ 2.00	85	\$15.00	175	\$25.00
55	\$ 2.00	92.5	\$20.00	200	\$25.00
60	\$ 3.00	100	\$20.00	250	\$25.00
65	\$ 5.00	110	\$25.00	300	\$25.00
70	\$ 7.00	125	\$25.00	400	\$25.00
77.5	\$10.00	150	\$25.00	500	\$25.00

\* Maximum liability is per pound per lost or damaged package.

**Section 2 - Optional Excess Liability Coverage**

Except to the extent otherwise outlined in subsequent Sections herein, or to the extent otherwise specifically outlined in participating tariffs, Shipper may request liability coverage in excess of the limits outlined in Section 1 above (or \$100,000 per shipment, whichever is lower), by indicating in writing in the section or box designated "Kind of Package, Description of Articles, Special Marks and Exceptions," or some similarly marked area of the bill of lading, at time of shipment the total dollar amount of excess coverage requested (See EXAMPLE) or by stating therein "Excess Liability Requested" when Declared Value is shown elsewhere on the bill of lading. Excess coverage will be applied on a per pound per package basis. The maximum excess liability is \$150,000 per shipment, for a total of \$250,000 when added to the initial maximum coverage. However, excess liability coverage will not apply on:

1. Articles specifically named in Section 1 of Item 780 herein.
2. Articles with actual, declared or released values as described in ARC 100 Series or in STB NMF 100 Series.
3. Any amount that exceeds the actual value of the goods.

ArcBest will assess an additional charge of 3% of the requested excess coverage in excess of the initial maximum liability, subject to minimum excess coverage charge of \$82.00. Such charge is in addition to all other lawful freight charges. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges. Excess liability coverage is not and will not be considered as insurance. Excess liability coverage will only apply to shipments that meet the provisions outlined in the bill of lading contract, including the minimum packaging requirements, as provided in the NMFC 100 Series. ELC may be refused if the cargo is deemed unsafe to transport.

EXAMPLE: Shipper requesting \$10,000 additional excess coverage would enter on the bill of lading as follows:

"\$10,000 excess liability coverage requested"  
- or -  
"Excess liability coverage requested: \$10,000."

Note: A statement of value (such as a "declare value") without an express request for excess liability coverage will not increase ArcBest's liability, and charges for excess liability coverage will not be assessed.

**Section 3 - Liability--Other Than New Commodities**

All commodities other than new (including household goods and personal effects), when accepted and transported, will be subject to a maximum liability of \$0.10 per pound per lost or damaged package unless the shipper has requested excess liability coverage, as provided in Section 2 herein. The maximum liability assumed by ArcBest will not exceed \$5.00 per pound per lost or damaged package.

In order for a shipment containing commodities other than new to be eligible for excess liability coverage as allowed for in the Sections of Item 780-1, the shipment must be packaged so as to meet the minimum packaging requirements as provided for the commodity or commodities in the NMFC 100 Series.

Failure of the shipper to declare that a commodity is "other than new" shall not alter the application of this item.

**Section 4 – LTL Volume Spot Quote (VPQ) Liability**

ArcBest's and Service Provider's aggregate liability for loss of and/or damages to LTL Volume Spot Quote (VPQ) shipments, as further defined in Items 597 and 597-1 herein, will be governed by the terms of the LTL Volume Spot Quote, not to exceed the actual value of the cargo. In cases where liability is not established by the terms of the LTL Volume Spot Quote, ArcBest's and Service Provider's liability will not exceed the lesser of:

- A) \$1.25 per pound per lost or damaged package
- B) \$0.10 per pound per lost or damaged package for any items that are not new
- C) \$10,000 per shipment
- D) The actual value of the cargo

Optional Excess Liability Coverage is available upon request at the time of the quote, and as provided in Section 2 herein.

**Section 5 - Canadian Liability**

Except to the extent further restricted in Sections herein, shipments originating from Canada that are accepted and transported will be subject to the following:

In the event of loss of and/or damage to any shipment, ArcBest's and Service Provider's aggregate liability will not exceed \$2.00 Canadian per pound computed on the total weight of the lost or damaged goods tendered by the shipper, unless the shipper has requested excess liability coverage and has indicated the amount of excess liability coverage on the original bill of lading in the manner defined in Section 2 herein.

A statement of value (such as a "declared value") without an express request for excess liability coverage will not increase ArcBest's or Service Provider's aggregate liability, and charges for excess liability coverage will not be assessed.

When the shipper requests a specific amount of excess liability coverage on the original bill of lading, ArcBest will assess a charge of 3% of the requested excess coverage, in excess of the initial maximum liability of \$2.00 Canadian per pound for weight of shipment, subject to a minimum excess coverage charge of \$82.00, in addition to all other charges. See example in Section 2 herein. Unless specifically requested in Canadian dollars, charges and excess liability limits will be based on U.S. dollar amounts. When requested in Canadian dollars, limits and subsequent fees in this section will be calculated in Canadian dollars.

**Section 6 - Mexican Liability**

When through service by ArcBest is available from or to a point in Mexico and the shipper requests such service, in the event of loss of and/or damage to any shipment during the portion of the transportation within Mexico, ArcBest's and Service Provider's aggregate liability will not exceed \$0.50 per pound per lost or damaged package, unless the shipper has requested excess liability coverage as outlined in Section 2 herein. Shippers requesting cargo protection in Mexico that exceeds \$0.50 per pound, when accepted and transported, will also be subject to a 15% deductible. The maximum liability is \$100,000 per shipment.

ArcBest and Service Provider assume no liability on the Mexico portion of the transportation on shipments of fresh fruits, plants, flowers, explosives, and corrosive chemicals.

**Section 7 – Time-critical Liability**

Except as otherwise specifically provided, liability for time-critical shipments will be limited by the provisions outlined in the applicable Sections herein.

However, in cases where a time-critical shipment involves air freight service, liability shall be limited to \$0.50 per pound per lost or damaged package.

In addition, commodities subject to one or more released or actual value provisions as published in NMF 100 Series or ARC 100 Series for any specific commodity tendered for transportation shall be released to the lowest released value or the lowest actual value provided therein, not to exceed the limitations provided herein.

Optional Excess Liability Coverage is available as outlined, and must be requested in the manner required, in Section 2 herein.

**Section 8 - Introductory Spot Quote (IPQ) Liability**

Liability for loss of and/or damages to a shipment moving under an Introductory Spot Quote (IPQ) will be governed by the terms of the Introductory Spot Quote, not to exceed the actual value of the cargo. In cases where liability is not established by the terms of the Introductory Spot Quote, ArcBest's and Service Provider's aggregate liability will not exceed the lesser of:

- A) \$1.00 per pound per lost or damaged package
- B) \$0.10 per pound per lost or damaged package for any items that are not new
- C) \$10,000 per shipment
- D) The actual value of the cargo

Optional Excess Liability Coverage is available as provided in Section 2 herein, however ArcBest's and Service Provider's aggregate liability for a shipment moving under an Introductory Spot Quote will not, under any circumstance, exceed the lesser of \$25 (\$5 for other than new) per pound per lost or damaged package or \$100,000 (\$20,000 for other than new) per shipment.

**Section 9 – Final Mile Liability**

Liability for loss of and/or damages to a shipment moving under ArcBest Final Mile service will be limited by the provisions outlined in Sections herein, except that ArcBest's and Service Provider's liability will be further limited to the lesser of \$5.00 per pound per lost or damaged package, or \$50,000 per shipment, unless the shipper has requested excess liability coverage, as provided in Section 2 herein. However, excess liability cannot exceed \$25.00 per pound per lost or damaged package.

**Section 10 - Ocean Liability**

Except as otherwise specifically provided, ArcBest and Service Provider shall not be liable for any loss or damage to, or in connection with, the ocean transportation of goods in an amount exceeding \$500 per package, or in case of goods not shipped in packages, per customary freight unit.

**Section 11 – Secure Shipment Dividers Liability**

Liability for loss of and/or damages to a shipment moving with a secured shipment divider will be limited by the provisions outlined in Sections herein, except that ArcBest's and Service Provider's liability will be further limited to the lesser of \$2.00 per pound per lost or damaged package, or \$10,000 per shipment, unless the shipper has requested excess liability coverage, as provided in Section 2 herein. However, excess liability cannot exceed \$25.00 per pound per lost or damaged package.

Note 1 - The term "package," as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been overpacked in an additional complying package, liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the applicable per pound per package liability as set forth herein and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or overpacked in an additional complying package.

Note 2 - The provisions of this item will also apply on export or import shipments.

Note 3 - Where the shipper fails to notate a released value on the original bill of lading and an article(s) is rated at the class provided for the lowest released value, as required by Item 420 herein, ArcBest's and Service Provider's liability may not exceed the value resulting from such released value, subject to all other liability limitations herein.

Note 4 - Where the shipper fails to properly describe the freight on the original bill of lading, or uses a description "FAK" or "Freight All Kinds" or words of similar meaning, 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.

**Part B: Incidental or Consequential Damages**

ARCBEST AND SERVICE PROVIDER SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE, OR MULTIPLIED DAMAGES OR OTHER INDIRECT COSTS, LOST PROFITS, FEES, OR CHARGES OF ANY KIND ARISING FROM ANY FREIGHT CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, INCLUDING DELAYS OR OMISSIONS, WHETHER FORESEEABLE, DISCLOSED OR NOT.



**PROTECTION AGAINST FREEZING SERVICE****ITEM 810**

1. ArcBest will arrange Protection Against Freezing Service for commodities that have a freeze point of 32 degrees Fahrenheit or lower and require protection from freezing. Service under this rule will be provided only for shipments arranged direct by ArcBest that ultimately originate in and are destined to points within the 48 contiguous United States and Canada. Service shall be subject to the Conditions of Service and Exclusions from Service shown below.
2. **ArcBest reserves the right to suspend Protection Against Freezing Service** if the temperature is 10 degrees Fahrenheit or lower at the origin pickup location, or delivering location, or if there is a prolonged period of extreme cold weather. A protection against freezing advisory will be available on ArcBest's website on a daily basis at [arcb.com/resources/service-advisories](http://arcb.com/resources/service-advisories) that will provide information on areas and/or states where temperature embargos may be in place and where Protection Against Freezing Service will not apply.
3. The charge for this service shall be \$3.25 cwt; subject to a minimum charge of \$37.00 per shipment, subject to the following Conditions of Service:

**Conditions of Service:**

- a) Applicable only where suitable equipment is available.
- b) Protection Against Freezing Service shall only be offered October 1st through April 30th.
- c) The consignor must contact ArcBest and finalize arrangements prior to tendering freezable freight. Consignor must specifically and prominently note "Protection Against Freezing Required" on the bill of lading.
- d) Protection Against Freezing service does not apply for commodities with a freeze point higher than 32 degrees Fahrenheit.
- e) When Protection Against Freezing Service is requested on mixed shipments of perishable and non-perishable articles, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- f) Individual cartons which require freeze protection must also be labeled.
- g) Protection Against Freezing Service will not be offered and liabilities are not assumed by ArcBest or Service Provider if Shipper fails to place the protective service notation on the bill of lading.
- h) Protection Against Freezing Service will not be offered and liabilities are not assumed by ArcBest or Service Provider on shipments moving under a LTL Volume Spot Quote (VPQ).
- i) Liability for loss, damage or destruction to any shipment or part thereof is limited; see item 780-1 herein.

**Liabilities are not assumed by ArcBest on shipments with the following requirements or conditions:**

- a) A protection against freezing advisory has been issued on ArcBest's website and a shipment is inadvertently tendered to ArcBest where a temperature embargo exists.
- b) Shipments held for consolidation.
- c) Reconsigned shipments.
- d) Shipments requiring delivery on Holidays and weekends.
- e) Shipments having Excess Liability are not eligible for Protection Against Freezing Service.
- f) Shipment is refused by the consignee.

**ArcBest's liabilities will end at noon on the day the shipment arrives at destination if the following services are requested or required:**

- a) Shipments that require Appointments for delivery beyond the day the shipment arrives at destination.
- b) Shipments that require Notification prior to delivery, including customer Pickup at Service Provider's facility or terminal that cause delay of delivery.
- c) Shipments which require storage service.
- d) Shipments involving pickups or deliveries at limited access points.
- e) Shipments involving pickups or deliveries at remote delivery points.
- f) Shipments involving pickups or deliveries at U.S. Domestic and Canadian Islands.
- g) Shipments requiring dropped trailers for Consignee unloading.

**RECONSIGNMENT, DIVERSION OR DYNAMIC REROUTING****ITEM 820****1. Definitions of Reconsignment, Diversion or Dynamic Rerouting:**

- A. A change in the place of delivery within original destination point.
- B. A change in the destination point.
- C. Relinquishment of shipment at point of origin.

**2. Conditions:**

- A. Requests must be in writing or transmitted via the password protected "Dynamic Rerouting" facility of ArcBest's website. ArcBest must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. ArcBest will not accept disposition instructions printed on the bill of lading, shipping order, shipping label, or container as authority to reship, return, reconsign or reroute a shipment.
- B. ArcBest will make a diligent effort to execute reconsignment/rerouting requests, but will not be responsible if the request is not effected.
- C. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to ArcBest's satisfaction before reconsignment/rerouting will be executed.
- D. Entire shipments or portions of shipments may be reconsigned/rerouted.
- E. A request to reconsign/reroute a shipment moving under a uniform order bill of lading will not be considered valid unless and until the original bill of lading is surrendered for cancellation, endorsed, or exchanged.
- F. Instructions to reconsign/reroute COD shipments will be accepted only from the consignor.
- G. All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the charges provided in this item.

**3. Charges for Reconsignment/Rerouting Service:**

- A. **All reconsigned/rerouted shipments must be updated** showing the new consignee, address and destination and are subject to the minimum charge for marking or tagging as provided in Item 580 herein, in addition to all other applicable charges.
- B. **Reconsignment requested when freight is still at Service Provider's facility or the origin terminal:**
  - 1. When ArcBest receives a request to change the delivery address before the shipment has been loaded, a charge of \$82.00 per shipment per trailer will apply in addition to the linehaul rate from origin to the new destination.
  - 2. When ArcBest receives a request to return the shipment to the shipper or transfer to another provider at Service Provider's dock before the shipment has been loaded, a charge of \$11.90 per cwt, but not less than \$82.00 per shipment per trailer, nor more than \$550.00 per shipment per trailer.
  - 3. When ArcBest receives a request to return the shipment to the shipper or transfer to another provider at Service Provider's dock after the shipment has been loaded, the point of reconsignment/rerouting will be the terminal to which the shipment has been loaded and the charges will be assessed as outlined in paragraph 3(C) or 3(D) herein.

- C. Reconsignment requested any time after shipment is loaded at origin terminal and before it is loaded to terminal serving the final destination:**
1. When ArcBest receives a request to change the destination to a point served direct by Service Provider's same destination terminal as originally consigned, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from the origin to the new destination.
  2. When ArcBest receives a request to change the destination to a point served by a different Service Provider destination terminal than was originally consigned, the shipment will be subject to the applicable linehaul rate from origin to a terminal at the reconsignment/rerouting point plus the applicable linehaul rate from the reconsignment/rerouting point to the new destination, but not less than the published through rate from the origin to the new destination.
  3. When ArcBest receives a request to change the destination to a point served direct by Service Provider's terminal at the reconsignment/rerouting point, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from the original origin to the new destination.
  4. When ArcBest receives a request to change the destination to a point served by a connecting line carrier at a terminal at the reconsignment/rerouting point, the shipment will be subject to the applicable linehaul rate from the origin to Service Provider terminal at the reconsignment/routing point plus the applicable linehaul rate from the reconsignment/rerouting point to the new connecting line destination.
  5. When ArcBest receives a request to change the destination to dock pick up at the Service Provider's terminal at the point of reconsignment/rerouting, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from origin to the terminal at the point of reconsignment/rerouting.
  6. Provisions within this paragraph are only applicable prior to the loading of the shipment for further transportation. If the shipment has been loaded, the reconsignment/rerouting point will be the terminal to which the shipment has been loaded and the charges will be applied as outlined herein.
- D. Reconsignment requested after shipment is loaded to or has arrived at Service Provider's destination terminal:**
1. When prior to loading for delivery, ArcBest receives a request to change the destination to a point served direct by the same Service Provider destination terminal, a charge of \$82.00 per shipment per trailer will apply in addition to the linehaul rate from origin to the new destination.
  2. When prior to loading for delivery, ArcBest receives a request to change the destination to a point not served by the same Service Provider destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original destination terminal plus the applicable linehaul rate from the original destination terminal to the new destination, but not less than the published through rate from the origin to the new destination.

3. When prior to loading for delivery, ArcBest receives a request to change the destination to a point served by a connecting line carrier at the same destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the destination terminal plus the applicable linehaul rate from the destination terminal to the new destination.
  4. When prior to loading for delivery, ArcBest receives a request to allow the shipment to be picked up at the destination terminal dock, the shipment will be subject to the applicable linehaul rate from origin to the destination dock with no additional reconsignment charge applicable.
  5. When the shipment has been loaded for delivery and ArcBest receives a request to change the destination to a point served direct by the same destination terminal, the charge will be \$11.90 per cwt, but not less than \$82.00 per shipment per trailer, nor more than \$550.00 per shipment per trailer in addition to the greater of the linehaul rate from origin to the original destination or from origin to the new destination.
  6. When the shipment has been loaded for delivery and ArcBest receives a request to change the destination to a point not served by the same destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original destination plus the applicable linehaul rate from the original destination to the new destination.
  7. When the shipment has been loaded for delivery and ArcBest receives a request to change the destination to a point served by a connecting line carrier at the same destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original destination plus the applicable linehaul rate from the original destination to the new connecting line destination.
- E. **When portions of shipments are reconsigned/rerouted**, 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. Sorting and segregating service, when required, will be charged for per Item 750, Paragraph 5(A), in addition to all other applicable charges.
4. Provisions of this item do not apply when ArcBest receives instructions to divert a shipment at one point from motor to air transportation. For applicable provisions, see Item 517 (Diversion – Motor to Air Transportation) herein.
  5. Provisions of this item do not apply in connection with International shipments between the United States and Mexico which are diverted at the U.S./Mexico border. For applicable provisions, see Item 822 (Diversion, U.S./Mexico Border) herein.

**DIVERSION, U.S./MEXICO BORDER****ITEM 822**

International shipments between the United States and Mexico, which are diverted at the U.S./Mexico border, will be subject to the following charge.

A shipment is considered diverted when one of the following situations occur:

- The custom's broker or freight forwarder indicates that the shipment has been diverted to another carrier or freight forwarder.
- ArcBest confirms that the shipment has been diverted to another carrier or freight forwarder.
- 10 days have passed since the shipment was tendered to the custom's broker or freight forwarder, and the shipment has not crossed the border and been retendered to ArcBest or Service Provider
- The freight is picked up at Service Provider's dock at its border service center.

Shipments that are diverted will be rerated from the origin to the point of diversion, and subject to an additional charge of \$146.51. The point of diversion on northbound shipments shall be the customs broker's address. The point of diversion on southbound shipments shall be the freight forwarder's address.

**REDELIVERY****ITEM 830**

When a shipment is tendered for delivery and through no fault of ArcBest or Service Provider such delivery cannot be accomplished, no further tender will be made except upon request.

If one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge of \$13.00 per 100 pounds, but not less than \$115.00 per shipment per trailer, nor more than \$550.00 per shipment per trailer, will be made for each such tender and for the final delivery.

If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at ArcBest's or Service Provider's premises, a charge of \$6.50 per 100 pounds, but not less than \$52.50 per shipment per trailer, nor more than \$275.00 per shipment per trailer will apply.

All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of ArcBest before the shipment is redelivered.

On Order-Notify shipments, the minimum charge shall be \$140.00 per shipment per trailer.

**REFERENCE TO TARIFFS OR PORTIONS THEREOF****ITEM 845**

Wherever reference is made in this tariff or tariffs made subject to this tariff, such reference also includes all future revisions, supplements and/or reissues.

**REPORTING CHARGES****ITEM 850****Alcoholic Beverages**

Each shipment destined to points in the states of AL, CA, FL, GA, IL, KY, LA, MD, MS, MT, NV, NJ, OK, PA, and/or TX containing alcoholic beverages which must be reported by the common carrier to a State Commission will be subject to a reporting charge of \$43.15 in addition to all other applicable charges.

**TRANSPORTATION MANAGEMENT SERVICES****ITEM 860**

When requested by the Customer, and operating conditions permit, ArcBest will provide transportation management, operational and administrative services as outlined herein. These services will typically include the involvement of Customer Solutions services. The charge will be \$62.50 per service per shipment. Unless other arrangements are specifically made, the charge for each service will be collected from the party requesting the service. Available services include the following.

- Pro-Active Traffic Monitoring
- Complex Pickup and Delivery Coordination
- Freight Segregation, Consolidation, Merge
- Product Launch or Recall Management
- Specialized Equipment Coordination
- Traffic Management Systems (TMS)
- Returns Management
- Customized Reporting

**RETURNED UNDELIVERED SHIPMENTS****ITEM 865**

Undelivered shipments that are returned to the shipper at the shipper's request will be subject to applicable rates and charges in effect on the date of return from the *new origin* (the original destination of the outbound shipment) to the *new destination* (the original origin of the outbound shipment).

**ROADSIDE DELIVERIES****ITEM 870**

Roadside deliveries will be made without a receipt from the consignee if so directed by the shipper, but only at the shipper's risk and such shipments must have freight charges fully prepaid. In these instances, the bill of lading must carry the notation:

"Deliver without receipt from consignee."

There shall be no liability upon ArcBest or Service Provider for any loss or damage to said shipment after such delivery.

**SEALING OF TRUCKS****ITEM 880**

Except as provided in Item 525 (Exclusive Use of Vehicle) herein, shippers and receivers of freight will not be accorded the exclusive use of vehicles. ArcBest and Service Provider may, at their option and convenience, remove seals or locks to load and transport the freight of various shippers and receivers in the same vehicle.

**SECURED SHIPMENT DIVIDER SERVICE****ITEM 881**

Any temporary stowing components or materials required for safe transportation of a shipment must be furnished and installed by the shipper. However, upon request, the materials may be furnished and/or installed by Service Provider subject to the following provisions:

1. Except for Secure Shipment Dividers (bulkheads), when materials are furnished by Service Provider, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of Service Provider covering such materials used on the involved shipment. Subject to Note 1, when Secure Shipment Dividers (bulkheads) are furnished, a Secure Shipment Divider (bulkhead) usage fee of \$335.00 per divider will be assessed against the payer of the freight charges except this fee will not apply in connection with shipments moving under U-Pack® service.
2. The labor charge for installation of any material, including Secure Shipment Dividers (bulkheads), will be \$135.00 per hour, or fraction thereof, for each man.

Any shipment utilizing a Secured Shipment Divider (bulkhead) will be subject to the following minimum charge:

1. Shipments which weigh less than four (4) pounds per cubic foot (actual weight) and which require at least 350 cubic feet of space but less than 750 cubic feet of space will be subject to a minimum charge as follows: Multiply the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof to determine a calculated weight for the shipment. The applicable rate shall be determined from otherwise applicable specific account pricing provisions. However, shipments shall be rated at the Class 77.5 rate in lieu of the actual NMF classification, exception rating or multiple rates.
2. Shipments which weigh less than six (6) pounds per cubic foot (actual weight) and which require 750 cubic feet of space or more will be subject to a minimum charge as follows: Multiply the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof to determine a calculated weight for the shipment. The applicable rate shall be determined from otherwise applicable specific account pricing provisions. However, shipments shall be rated at the Class 150 rate in lieu of the actual NMF classification, exception rating or multiple rates.

On shipments subject to different percentage expressions by commodity, the highest applicable percentage expression shall be used in determining the minimum net charges under this rule.



**Conditions and Definitions:**

1. The minimum charge will only apply when the applicable customer pricing is not subject to the Cubic Minimum Charge outlined in Item 616 herein.
2. The cubic capacity of the shipment shall be determined in accordance with Item 110, Paragraph 14 herein.
3. When this item has application, ArcBest's freight bill will indicate both the actual weight and the calculated weight used to calculate the minimum charge.
4. The provisions of this item are not applicable in connection with:
  - A. Shipments subject to "EXCLUSIVE USE OF VEHICLE" provisions herein.
  - B. Notwithstanding "Capacity Load" shipments, any portion of shipments subject to rates stated in units per mile or per piece of linehaul equipment. However, this item will apply for that segment of the shipment that is considered overflow and rated as a separate shipment.
  - C. Shipments rated under the ARC 2025 tariff.

Note 1 - Unless otherwise specifically provided in a Time-Critical Spot Quote (TPQ); or in Specific Account Pricing provisions in ARC 610, use of a Secure Shipment Divider (bulkhead) will negate any time-critical service requested on the freight bill at time of shipment.

**SHIPMENTS CONSIGNED TO U.S. POSTAL DEPARTMENT****ITEM 882**

Shipments consigned to the U.S. Postmaster, or for delivery to a U.S. Post Office, will be accepted only on the following conditions:

1. All charges on such shipments must be paid.
2. The post office stamp on ArcBest's freight bill must be accepted in lieu of signature as receipt for the delivery of the shipment.
3. Packages must carry sufficient postage for movement to destinations.

Shipments consigned to an Army or Air Force Postal Service (APO) or Fleet Post Office (FPO) will not be accepted. The provisions of this item will not apply on property shipped by or for the government on government bills of lading or commercial bills of lading endorsed to show that such bills of lading are to be exchanged for government bills of lading at destination or that actual transportation costs will ultimately be prepaid by the government.

**SINGLE SHIPMENT CHARGE****ITEM 885**

A single shipment picked up at one time and place, unaccompanied by any other shipments from the same pickup site will be subject to a charge of \$42.00 in addition to all other lawfully applicable charges. For shipments moving within points in Canada, the charge shall be \$68.25. Service Provider will make a diligent effort to write or stamp a declaration of the single shipment (e.g. single shipment or "S/S") on all bill of lading copies when the shipment is tendered. However, such notation or lack thereof will not be a consideration in determining the application of this charge.

**Shipments weighing less than 500 pounds:**

When the charge computed at actual weight and applicable rate, plus the single shipment charge, exceeds the charge computed at weight 500 pounds, without the single shipment charge, the latter basis will apply but in no case is the charge to be less than the applicable minimum charge plus the single shipment charge provided in this item.

**Shipments weighing 500 pounds or more:**

Compute the charge at actual weight and applicable rate without the single shipment charge but in no case is the charge to be less than the applicable minimum charge plus the single shipment charge provided in this item.

EXCEPTIONS: The charge will not apply:

- 1) in connection with time-critical shipments or
- 2) on shipments tendered by the shipper at Service Provider's terminal dock.

**STOPOFF FOR PARTIAL LOADING OR UNLOADING****ITEM 900**

Shipments weighing or rated as 20,000 pounds or more may be stopped at multiple location to complete loading (also known as "split pickups") or for partial unloading ("split deliveries"). Stopoffs for unloading will not be provided on COD shipments, Order Notify shipments, or exclusive use service. All freight charges must be prepaid.

Charges shall be determined on the basis of the minimum weight, or actual weight if greater, of the entire shipment at the rate or rates applicable from any point of origin to any point of delivery that produces the highest charges.

Each stop for **either** partial loading **or** partial unloading, except the initial pickup stop and the final delivery stop, will be subject to a stopoff charge of \$390.00 per stop.

If the total distance from initial origin to final destination via the stopoff point or points exceeds 115 percent of the direct mileage from initial origin to final destination, the mileage in excess of 115 percent will be charged for at the rate of \$9.05 per mile in addition to the stopoff charges and all other charges assessed against the shipment. All mileage shall be computed by use of HGB 100 Series (Mileage Guide).

**STORAGE****ITEM 910**

**(Subject to Note 1)**

Freight held in ArcBest's or Service Provider's possession because of a request, an act or an omission of the consignor, consignee or owner or for custom clearance or inspection will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting line-haul transportation will begin at 12:01 a.m., the first business day after freight is received by the carrier.
2. Storage charges on freight awaiting delivery will begin at 12:01 a.m., the second business day after the freight is available for delivery and notice of arrival has been given. Except, storage charges will begin at 12:01 a.m. the first business day after the freight is available for delivery (even if notice of arrival has not been given) when delivery of the shipment is delayed at the request or act of the shipper or third party payor.
3. Once storage charges begin, the storage rate will be \$4.40 per 100 pounds per day, but not less than a minimum charge of \$110.00 per shipment. Each shipment will be subject to a minimum daily storage charge (for each day or fraction thereof, including Saturdays, Sundays and holidays) of \$32.00 per day, but not more than \$275.00 per day per vehicle.

4. Storage charges under this item will apply up to and including the day Service Provider is enabled to deliver or transport the freight.
5. Storage charges shown above will end the day the freight is placed in a public warehouse. When the freight is not placed in a public warehouse, the shipment will be subject to a rate or charge of \$10.33 per 100 pounds per day, but not less than \$82.75, or more than \$1512.45 per shipment per vehicle.

The term "business day" as used in this item means Monday through Friday, excluding holidays.

The term "day" as used in this item means any calendar day.

Note 1 - Provisions referring hereto will not apply in connection with shipments stored at facilities in Winnipeg, MB.

**STORAGE AT FACILITIES USED BY TERMINAL IN WINNIPEG, MB****ITEM 910-1**

Freight held in ArcBest's or Service Provider's possession because of a request, an act or an omission of the consignor, consignee or owner for customs clearance or inspection will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting delivery will begin at 12:01 a.m., the fourth business day after the freight is available for delivery and notice of arrival has been given.
2. Once storage charges begin, the shipment will be subject to the following rate or charge for each day or fraction thereof stored, including Saturdays, Sundays, and holidays:  
  
\$1.60 per 100 pounds, but not less than \$17.81 per shipment.
3. Storage charges under this item will apply up to and including the day Service Provider is enabled to deliver this freight.

The term "business day" as used in this item means Monday through Friday excluding holidays.

The term "day" as used in this item means any calendar day.

**SUBSTITUTED SERVICE****ITEM 920**

ArcBest reserves the right to utilize substituted service in the performance of all or any portion of authorized service.

**SPECIAL PICKUP OR DELIVERY EQUIPMENT****ITEM 959**

ArcBest will arrange pickup or delivery of freight using the equipment Service Provider uses for normal pickup and deliveries (28 foot trailers), and as needed, equipment it usually reserves to transport freight over the highway (28 foot trailers). When for any reason, Service Provider must provide equipment other than the equipment mentioned herein (use of a flatbed trailer or use of a non 28 foot trailer are examples of such special equipment), the charge herein shall apply in addition to all other applicable charges. Charges will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

ArcBest is not obligated to arrange this service where suitable equipment or operators are unavailable, nor at locations inaccessible to vehicles, or where the safety of vehicles or persons is jeopardized.

At locations where suitable equipment is not available, any and all expenses ArcBest incurs for outsourcing material and/or equipment necessary to perform the service shall be assessed and collected from the party requesting this service.

The charge for the services referred to herein, including transfer of lading to or from line haul equipment, shall be \$11.90 per 100 pounds of actual weight, but not less than \$395.00 nor more than \$995.00 per shipment per piece of special equipment.

**TERMINAL CROSS-DOCK HANDLING****ITEM 960**

When a Customer or another carrier requests that an ArcBest facility Service Provider cross-dock a shipment, a fee of \$7.45 per 100 pounds, but no less than \$66.50 per shipment, shall apply.

Charges will not apply on any shipment where ArcBest or Service Provider provides linehaul or performs pickup or delivery.

**TRANSPORTATION OF HAZARDOUS MATERIALS OR SUBSTANCES  
(Subject to Notes 1 - 3)****ITEM 973**

ArcBest may arrange shipments of hazardous materials or substances, as described in Title 49 CFR, for transportation in accordance with the transportation requirements of the U.S. Department of Transportation, subject to the following provisions:

1. Shipments of hazardous materials or substances will be subject to the following requirements:
  - A. Shipments of hazardous materials or substances which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency will be subject to a delay-in-transit charge of 200% of the storage charges published in Item 910 herein. Such charges will begin at the time the shipment is delayed and continue until such time as transportation can be resumed or the shipment delivered to the consignee. Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon Notice of Arrival (Item 345 herein) to consignee.
  - B. The accrued charges will be collected from the party responsible for the delay or if delayed by a regulatory agency, charges will be collected from the shipper or party requesting movement of the shipment.

ArcBest shall maintain a record of all such shipment and vehicle delays, including the arrival and departure times at points where delays occur and name of party responsible for such delays.

2. If required by federal, state or local regulations, ArcBest or Service Provider will prepare designated route plans which will set forth the routes to be utilized in transporting shipment of hazardous materials or substances from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate state or local agency for the transportation of hazardous materials or substances and any interstate highway not disapproved by a state or local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the shortest mileage from initial origin to final destination, the distance in excess of 115% will be charged for at the rate of \$14.10 per mile per vehicle. All mileage shall be computed by use of Household Goods Carrier's Bureau, Agent, Mileage Guide (HGB 100 Series).
3. When special permits authorizing the transportation of specific shipments of hazardous materials or substances are required by federal, state or local regulations, the purchase costs of such permits will be paid by ArcBest or Service Provider and collected as follows:
  - A. The purchase costs of such permits, plus a service charge of \$45.00 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
  - B. Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.
4. Any notation on the bill of lading which in any way limits or denies ArcBest or Service Provider access to the vehicle in which the shipment is loaded shall be deemed by to require Exclusive Use of Vehicle services in accordance with the provisions of Item 525 herein.
5. Shipments containing Hazardous Materials, as described in Title 49 CFR, will be subject to an additional charge of \$45.00 per shipment per trailer in addition to all other applicable charges.

Any fines, costs and/or penalties which are imposed as a result of the Shipper's failure to meet D.O.T. requirements will be charged back to the Shipper who shall reimburse ArcBest and Service Provider for losses incurred.

Note 1 - Nothing in this rule shall obligate ArcBest to arrange shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.

Note 2 - Provisions of this Item do not apply on "HAZARDOUS WASTE(S) and/or WASTE MATERIAL" due to absence of carrier permit to transport such commodities.

Note 3 - Shipments containing hazardous materials or substances will not be accepted under ArcBest time-critical service unless the Customer or third party payor provides full disclosure and prearranges with ArcBest. Complete disclosure of the commodity being shipped must be made during the quotation process and the proper description must be included on the original bill of lading at time of tender to Service Provider.

If ArcBest inadvertently arranges a shipment under the time-critical program that fails to meet the above conditions, the time-critical program including the service guarantee therein, shall be null and void. Further, any and all liability for damages resulting from the hazardous material shall be borne by the Customer.

## **TRANSPORTATION TAX, INTRASTATE SHIPMENTS**

## **ITEM 975**

State taxes on transportation charges for intrastate shipments will be included on the freight bill and collected from the payer of the freight charges.

**UNCLAIMED/ABANDONED FREIGHT****ITEM 980**

Freight that is undeliverable due to error or omission on the part of the shipper, consignee, or owner or for which no disposition instructions have been provided shall be considered unclaimed/abandoned. Freight will also be deemed unclaimed/abandoned when ArcBest has been instructed to hold freight at a dock for pick-up and such freight is not picked up within 10 days of arrival and no further disposition instructions have been received. ArcBest may dispose of or sell by public or private sale or discard in a landfill or dumpsite any unclaimed/abandoned freight at its sole discretion.

**Disposition of Property**

ArcBest shall have a lien on all unclaimed/abandoned freight for all freight charges, storage and handling charges incurred and may sell or dispose of such property in order to satisfy or partially satisfy the lien. The following provisions apply:

- A. **Non-perishable Freight**-Upon notification of arrival, if a shipment containing non-perishable property is unclaimed and delivery cannot be effected, ArcBest will so notify the proper parties as shown on the Bill of Lading by telephone, mail or electronic communication. If notification is sent by mail, the notice will be considered to have been given the first business day after it was mailed. Upon written instructions from the shipper, ArcBest will arrange to return the shipment to the shipper, reassign or otherwise dispose of it, all at the shipper's, consignee's or owner's expense. If no such instructions are received within 10 days after the date of notification, the ArcBest will dispose of the freight by public or private sale or discard in landfill or dumpsite with no further liability to the ArcBest or Service Provider in accordance with the NMFC Uniform Bill of Lading.
- B. **Perishable Freight**-When a perishable shipment is delayed while in the possession of the Service Provider, or is unclaimed or refused and is threatened with deterioration, ArcBest and Service Provider shall have the right to take such action as they deem reasonably necessary for the protection of all parties of interest, including rerouting the shipment by other means of transportation, or disposal of the shipment at public or private sale, absent instructions of Shipper to the contrary with no further liability to them. ArcBest or Service Provider shall make all reasonable effort to give notice prior to said sale or disposal to the proper parties as shown on the Bill of Lading by telephone, electronic mail or facsimile communication.
- C. **Shipper and Consignee Remain Liable**- No sale or disposal pursuant to this rule shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper, consignee, and owner shall remain liable, jointly and severally for any deficiency. In all cases, shipper, consignee, and owner are responsible for all freight and storage charges regardless of freight disposition.
- D. **Storage Charges**-Undelivered shipments will be subject to the applicable storage charges. See Item 910 herein.
- E. **Dumping Charge**-Undamaged Freight that is refused for reasons not caused by ArcBest or Service Provider that, due to quantity, must be disposed of in a landfill or dump site will be assessed a charges of \$136.31 per shipment in addition to charges assessed by the landfill or dump site.
- F. **Sales Fee**-When unclaimed/abandoned freight is sold at public or private sale, a fee of \$406.23 per shipment will apply to cover handling, administration, and other associated costs.

**VEHICLE FURNISHED BUT NOT USED****ITEM 985**

When ArcBest, upon receipt of a request to arrange pick up of a shipment, has dispatched a Service Provider and trailer for such purpose, and through no fault of ArcBest or Service Provider, the trailer is not used, a charge of \$171.80 per day (or fraction thereof) per trailer, will be assessed against the consignor making such request. Accrual of these charges will terminate when ArcBest is notified that the trailer will not be used.

When the Carrier is requested to make a pickup of a LTL shipment and arrived at the scheduled time for pickup and no freight is given to the Carrier, a charge of \$30.00 will be assessed.

**ADVANCE WAREHOUSE SERVICE****ITEM 986**

When an ArcBest or Service Provider facility acts as the warehouse for exposition freight that is either tendered at the Service Provider dock by another carrier, or transferred by ArcBest or Service Provider from the exposition facility to the Service Provider's dock for future tender to another carrier, a charge of \$7.21 per cwt subject to a minimum of \$14.30 per shipment will apply. The charge provided in this item will include warehousing (trapping) the freight, storage and pickup from, or delivery to, an exposition facility. Provisions of this item apply only when the Service Provider terminal where the freight is dropped also is the terminal that delivers the freight to the exposition facility; or when the Service Provider terminal performing the exposition facility pickup is the dock from which the freight will be tendered to another carrier.

Storage charges for trapped freight or freight moving between shows will not begin until 12:01 a.m. on the thirtieth business day after freight has been received and will thereafter be subject to all terms conditions and charges of Item 910 (Storage).

This charge will apply in addition to charges for any drayage services or equipment rental that may be required.

**WATERBORNE TRAFFIC - General Provisions****ITEM 988**

Rates and charges in tariffs governed hereby do not include pickup, delivery, loading or unloading service at piers, docks, transit sheds, steamship terminals, or wharves on export, import, coastwise or inter-coastal traffic.

Pickup or delivery service on such traffic, which includes loading or unloading charges of the longshoremen, stevedores or public loaders shall be subject to the rates and charges below and shall be in addition to all other charges applicable to the shipment.

All charges below applying on export shipments must be prepaid, to the extent outlined in Item 771 herein.

Loading and unloading services at piers, docks, transit sheds, steamship terminals or wharves are performed by longshoremen, stevedores, or public loaders at rates and charges on file with the Federal Maritime Commission.

When requested, unloading of an ocean container may be performed by ArcBest or Service Provider at its local terminal in lieu of the pier, dock, transit shed, steamship terminal or wharf. The services, to the extent requested, may include pickup of the container and movement to the terminal serving the port, unloading of the container, and the return of the empty container to the port. The charges, as outlined herein, for such services will be in addition to all other lawful charges and will be collected from the party requesting this specific service.

Pickup of the container at the pier, dock, transit shed, steamship terminal or wharf, and subsequent return of the container:

\$605.90 per container

Unloading of the container at the terminal serving the port:

\$302.92 per ocean container of less than 40 linear feet, when all freight is palletized

\$484.67 per ocean container of 40 linear feet or greater, when all freight is palletized

\$605.90 per ocean container of less than 40 linear feet, when freight is not palletized

\$1090.55 per ocean container of 40 linear feet or greater, when freight is not palletized

When the Customer makes arrangements directly with the terminal operator or the piers, docks, transit sheds, steamship terminals or wharves for payment of the pier charges, the charges below shall not apply. The notation, shown below, must be placed on the bill of lading by the consignor:

“Arrangement made with pier operator to bill shipper or consignee directly for pier loading or unloading charges.”

LTL or AQ shipments consigned to one consignee at one port may, upon arrival or prior to arrival at the terminal serving the port, be divided into separate shipments for delivery to piers, docks, transit sheds, steamship terminals or wharves. These shipments shall be assessed charges based on a combination of charges applicable to and from the port city involved. The revised billing shall be sent to and paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.

Charges named herein will not apply when shipment(s) is delivered in trailer(s) without transfer of the lading **to** the ocean carrier(s). The receipt of the trailer(s) by the ocean carriers shall terminate ArcBest's and any Service Provider's delivery service and liability. Charges below will not apply when shipment(s) is received in trailer(s) without the transfer of lading **from** the ocean carrier(s). The receipt of the trailer(s) shall constitute the beginning of ArcBest's and Service Provider's service and liability.

When freight can only be loaded or unloaded by the terminal operator through use of “rigging or special equipment,” ArcBest will advance the charges of the terminal operator necessary to effectuate the loading or unloading of its vehicle.

All advanced charges shall be collected from the Customer.

All shipments, for export, not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to the reconsignment or diversion charges published in Item 820 herein.

The additional charges assessed to ArcBest by port terminal operators for services rendered on shipments moving for export and/or import via marine port terminals will be advanced under the provisions of Item 300, herein. Such charges will not be absorbed by ArcBest and are in addition to the lawful charges otherwise accruing to the shipment.



Place	Service	Minimum	Charge Per Cwt	Maximum
Points and Places Not Shown Below	Full (loading or unloading)	\$282.87	11.91	
	Tail Gate (partial loading or unloading)	282.87	5.54	
	Skidded Cargo (loading or unloading)	184.01	4.41	
Louisiana Ports	Full (loading or unloading)	241.36	3.36	
	Tail Gate (partial loading or unloading)	241.36	3.36	
	Skidded Cargo (loading or unloading)	184.01	3.36	
	Pickup or Delivery at Ports	79.73	3.58	
New York District Harbor Area/ Newark Bay Area	Full (loading or unloading)	239.79	15.60	\$1179.94
	Tail Gate (partial loading or unloading)	239.79	15.60	1179.94
	Skidded Cargo (loading or unloading)	239.79	15.60	1179.94
Philadelphia Harbor Area	Full (loading or unloading)	212.87	15.60	
	Tail Gate (partial loading or unloading)	212.87	9.58	
	Skidded Cargo (loading or unloading)	212.87	4.11	
Texas Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Cargo (loading or unloading)	----	----	
	Pickup or Delivery at Ports	86.79	3.81	
Western U.S. Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Cargo (loading or unloading)	----	----	
	Pickup or Delivery at Ports	28.47	2.58	

**SHIPMENT MEASUREMENT AND CUBE VERIFICATION****ITEM 991**

At its sole discretion, ArcBest may choose to measure or verify cube/dimensions on shipments in its or Service Provider's custody and may correct the billed cube/dimensions and assess proper freight charges accordingly.

**SHIPMENT WEIGHING, REWEIGHING AND WEIGHT VERIFICATIONS****ITEM 992**

1. At its sole discretion, ArcBest may choose to weigh or reweigh shipments in its custody and may correct the billed weight and assess proper freight charges accordingly. Such weighing or reweighing may be conducted with scales owned by ArcBest or Service Provider, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified. When the total freight charges (including accessorials and fuel surcharge) are increased or reduced by \$15.00 or more as a result of weight or weight and classification changes, a \$35.00 weight adjustment fee will apply in addition to all other charges.
2. Upon request by the consignor, consignee or third party payor, ArcBest or Service Provider will weigh or reweigh any shipment or vehicle(s) on carrier scales. Such weighing or reweighing will only be made while shipment is in the possession of ArcBest or Service Provider. A charge of \$54.08 per shipment per vehicle will apply for this service and such charge(s) shall be paid by the party requesting the service. If any error in the weight is determined, the billed weight will be corrected accordingly.

When the consignor tenders ArcBest a shipment where the bill of lading clearly does not provide an accurate shipment weight (including when '1 lb' is shown; or when no weight whatsoever is provided), ArcBest or Service Provider will weigh the shipment on carrier scales at their convenience, subject to a charge of \$54.08 per shipment per vehicle in addition to all other applicable charges.

3. When ArcBest is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of \$187.47 will be made by ArcBest for each weighing or reweighing obtained in addition to the fee assessed ArcBest for use of the certified public scale. Such charge(s) shall be paid by the party requesting the service.
4. When Customer requests ArcBest to weigh or reweigh a vehicle both empty and loaded, the above charge in Paragraphs 2 or 3, as the case may be, will be made for each separate weighing.

**WEIGHT RECEIPT, CERTIFIED****ITEM 993**

When ArcBest is required to provide consignee with a weight certificate as a condition of performing delivery, a weight certification fee of \$35.00 per shipment shall be assessed in addition to all other charges. This charge will be assessed against the payor of the freight charges.

**WEIGHTS - OVERWEIGHT FINES AND RELATED EXPENSES****ITEM 994**

When the shipper's bill of lading does not provide an accurate shipment weight, the following will apply:

1. Item 992 herein will apply.
2. The following charges will be assessed against the shipper and will be in addition to all other applicable charges:
  - A. The total actual costs of any resulting fines assessed against ArcBest or Service Provider.
  - B. When a driver and/or equipment is delayed by state, federal or other regulatory authorities, a charge for the total delay time shall be assessed at the rate of \$214.72 per hour or fraction thereof, subject to a minimum charge of \$214.72.
  - C. When it is required that the contents of the equipment be rearranged, unloaded, reloaded, or transferred to other equipment, a charge for the total time (see Note 1) spent in performing these functions shall be assessed as follows:

<b>Days — Hours</b>	<b>Per worker, per hour or fraction thereof</b>	<b>Minimum Charge per Worker</b>
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$ 193.77	\$ 193.77
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	291.28	291.28
Saturday, Sunday and Legal Holidays	291.28	1596.59

Note 1 - Total time shall be computed from the time the worker(s) is dispatched from facility until the worker(s) arrives back at the original facility after having performed the requested function(s).

**WEIGHTS - GROSS WEIGHTS (Charges on Gross Weights)**  
(Subject to Note 4)**ITEM 995**

1. Charges shall be computed on gross weights, including any pallets or other shipping containers, but not including any temporary stowing components or materials that equate to 3% or less of the total weight of the shipment. The weight of such materials in excess of 3% of the total weight of the shipment will be charged for at the lowest rate applicable on any article in the shipment.
2. Subject to Notes 1, 2, and 3, when freight which moves on rates subject to a minimum weight of 20,000 pounds or more is prepared for shipment in conformity with packing requirements and, in addition, is loaded on pallets, with or without sides or ends, but without tops, no charge will be made for the transportation of the pallets, provided the shipper specifies the weight of the pallets on the bill of lading.

Note 1 - When material, not a part of the pallet, is used to protect the top of the shipment or to help secure the load to the pallet, allowance will be made for the weight of the pallet but not for the additional material.

Note 2 - The weight of the pallets may not exceed 3% or 1,000 pounds, whichever is less, of the weight of that portion of the shipment loaded on such pallets. Any excess weight will be subject to the rates applicable to the commodity loaded on such pallets.

Note 3 - When the total weight of the shipment, less the weight of the pallets, is less than the minimum weight provided in connection with the applicable rate, charges will be assessed on the basis of the prescribed minimum weight.

Note 4 - The term "pallet" includes and is interchangeable with the terms "platform" and "skid."

**MINIMUM WEIGHT PER PIECE**  
(Applicable only where specified reference is made hereto)**ITEM 997**

Charges on shipments made subject to the provisions of this item shall be calculated on the actual weight of the shipment but not less than 15 pounds per piece.

**Conditions and Definitions:**

1. The word "piece" refers to that single quantity of freight which in the normal course of loading, transferring or unloading is individually handled as a unit.
2. The minimum shipment weight determined by use of this item, when greater than the actual weight, shall be used to calculate the freight charges and, unless otherwise specifically provided, will not be considered as the applicable weight to be used for any other purpose.
3. In no case shall the weight calculated by use of this item exceed:
  - A. 22,500 pounds per each "pup" or "doubles trailer" required to transport the shipment, or
  - B. 43,000 pounds per each "van" or "standard trailer" required to transport the shipment.
4. Provisions of this item will not apply in connection with shipments subject to CAPACITY LOAD or EXCLUSIVE USE OF VEHICLE provisions in Items 390 and 525 herein; or rates stated in units per mile or per piece of line-haul equipment.

**ABBREVIATIONS, UNIFORM EXPLANATION OF**

<b><u>ABBREVIATION</u></b>	<b><u>EXPLANATION</u></b>
AFB	Air Force Base
AQ	Any Quantity
ARC	ArcBest II, Inc.
ArcBest	ArcBest II, Inc.
ATA	American Trucking Associations Inc.
Auth	Authority
C	Denotes hundred pounds
CDA	Canada
c/o	Care of
COD	Collect on Delivery
Col	Column
Conc	Concluded
Cont'd	Continued
Cwt	Per 100 lbs.
Cy	County
d/b/a	Doing business as
E	East
FAK	Freight all kinds
HGB	Household Goods Carriers Bureau
HGCB	Household Goods Carriers Bureau
Hwy	Highway
ICC	Interstate Commerce Commission
Jct	Junction
LTL	Less than truckload
M	Denotes thousand pounds
MC	Motor carrier
MCHG	Minimum Charge
MF	Motor Freight
Min	Minimum
MW	LTL Volume Minimum Weight in pounds, except as otherwise provided
N	North
NMF	National Motor Freight Traffic Association Inc., or National Motor Freight Classification
NMFC	National Motor Freight Classification
NMFTA	National Motor Freight Traffic Association Inc.
NO	Number
NOI	Not otherwise more specifically described in NMFC

**ABBREVIATIONS, UNIFORM EXPLANATION OF (cont.)**

Oz	Ounce
Par	Parish
PCF	Per Cubic Foot
S	South
Sec.	Section
SU	Set-Up
sup	Supplement
TimeKeeper	Time Critical
TP	Third Party
TPB	Third Party Billing
Thru	Through
TurnKey	Final Mile
Viz	Namely
VMW	LTL Volume Minimum Weight in pounds, except as otherwise provided
Vol	LTL Volume
Vol Min Wt	LTL Volume Minimum Weight
W	West
Wt	Weight
L5C	Less than 500 pounds
5C	500 thru 999 pounds
1M	1,000 thru 1,999 pounds
2M	2,000 thru 4,999 pounds
5M	5,000 thru 9,999 pounds
10M	10,000 thru 19,999 pounds
20M	20,000 thru 29,999 pounds
30M	30,000 thru 39,999 pounds
40M	40,000 and over pounds

**ABBREVIATIONS - STATE - UNIFORM EXPLANATION OF**

Where two-letter abbreviations of states, as set forth by the U.S. Postal Service, are used in tariffs and supplements issued by ArcBest, the abbreviations and explanation will be as follows:

<b>ABBREVIATION AND EXPLANATION</b>	<b>ABBREVIATION AND EXPLANATION</b>
AK Alaska	MT Montana
AL Alabama	NC North Carolina
AR Arkansas	ND North Dakota
AZ Arizona	NE Nebraska
CA California	NH New Hampshire
CO Colorado	NJ New Jersey
CT Connecticut	NM New Mexico
DC District of Columbia	NV Nevada
DE Delaware	NY New York
FL Florida	OH Ohio
GA Georgia	OK Oklahoma
HI Hawaii	OR Oregon
IA Iowa	PA Pennsylvania
ID Idaho	PR Puerto Rico
IL Illinois	RI Rhode Island
IN Indiana	SC South Carolina
KS Kansas	SD South Dakota
KY Kentucky	TN Tennessee
LA Louisiana	TX Texas
MA Massachusetts	UT Utah
MD Maryland	VA Virginia
ME Maine	VT Vermont
MI Michigan	WA Washington
MN Minnesota	WI Wisconsin
MO Missouri	WV West Virginia
MS Mississippi	WY Wyoming
Canada	
AB Alberta	
BC British Columbia	
MB Manitoba	
NB New Brunswick	
NF/NL Newfoundland/Labrador	
NS Nova Scotia	
NT Northwest Territories	
ON Ontario	
PE Prince Edward Island	
QC Quebec	
SK Saskatchewan	
YK Yukon	



APPENDIX 1 – Bills of Lading

ArcBest Straight Bill of Lading

NOTE TO SHIPPER FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT PAGE \_\_\_\_ of \_\_\_\_

STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

ArcBest logo and address: PO BOX 10048 FORT SMITH, AR 72917-0048 (800) 610-5544 www.arcb.com

AFTER PRINTING, PLACE PRO LABEL HERE SHIPPER RETAINS THIS COPY

Shipper's Bill of Lading No.
Consignee's Reference / PO No.
Bill of Lading Date

SHIP FROM SHIP TO
Shipper Name Consignee Name
Origin Street Address Destination Street Address
Origin City State Zip Code Destination City State Zip Code
Phone Number(s)
Check box, if delivery appointment required. Consignee telephone

BILL CHARGES TO C.O.D.
Name Collect On Delivery \$ To be paid by Shipper/Consignee
Street Address Remit to
City State Zip Code Street Address
Phone Number(s) Attn: City State Zip Code
Special Instructions Signed Carrier must collect cash, money order, bank cashier's check, or bank-certified check unless shipper signs here to accept company check.

Freight charges are PREPAID unless marked collect CHECK BOX IF COLLECT FOR FREIGHT COLLECT SHIPMENTS - If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges: (Signature)

Table with columns: HDLC UNITS NO./TYPE, PACKAGES NO./TYPE, Kind of Package, Description or Articles, Special Marks and Exceptions, WEIGHT, CLASS/RATE REF., CUBE. Includes summary rows for TOTAL HANDLING PIECES, INDIVIDUAL PIECES, WEIGHT, and CUBE.

\* Mark "X" to designate Hazardous Materials as defined in DOT regulations. Temperature Requirements: Above \_\_\_\_ Temp Below \_\_\_\_ Temp Initials \_\_\_\_

Except for air and ocean shipments and warehouse services and unless greater cargo liability coverage is provided or referenced in ArcBest tariff ARC-111 Series for the services performed for you, ArcBest, carriers and service providers' aggregate liability for cargo loss of or damage to this shipment shall be limited to the lesser of: (1) the actual value of the goods lost or damaged; (2) \$0.10 per pound per lost or damaged package; or (3) \$7,500 per trailer, RetoCube or other moving container.

Every service to be arranged and performed hereunder shall be subject to the price, rules, terms and conditions contained in the applicable price quote provided in writing by ArcBest to the payor of the freight charges and referenced above by specific and unique price quote or other applicable number which document is incorporated herein by reference. This bill of lading and shipments hereunder will be governed by U.S. federal laws and regulations. Venue shall be in a state or federal court located in Sebastian County, State of Arkansas.

By signature on this bill of lading, the shipper certifies that: (1) The above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the U.S. Department of Transportation; (2) Shipper authorizes consent to the Transportation Security Administration to screen the shipment when transportation requires movement via an air carrier; and (3) Shipper is aware and knowledgeable of the terms, conditions, cargo liability limits and charges contained in ArcBest tariff ARC 111 and this document.

Form with fields: TRAILER NUMBER, SHIPPER LOAD & COUNT (SLC), CARRIER, PER, DATE, AUTHORIZED SIGNATURE (REQUIRED), Driver signature only acknowledges receipt of freight.



**ArcBest** STRAIGHT BILL OF LADING TERMS AND CONDITIONS

PAGE \_\_\_\_\_ OF \_\_\_\_\_

**Sec. 1.(a)** ArcBest, carriers or service providers in possession of any of the property described in this bill of lading which becomes lost or damaged shall be liable as provided herein unless a greater cargo liability is indicated in ArcBest tariff ARC 111 for the services performed for you. ArcBest, carriers and service providers shall not be liable, and hereby disclaim liability for indirect, incidental, consequential, special, punitive, multiple or any other indirect costs, fees, charges or delays of any kind arising from cargo claims filed hereunder or any other acts or omission of either ArcBest, carriers or service providers, whether or not foreseeable or disclosed.

**(b)** ArcBest, carriers and service providers shall not be liable for any cargo loss or damage to a shipment caused by an Act of God, the public enemy, terrorism, strikes, labor disputes, authority of law, act or default of shipper, or delayed or late shipments. Except in the case of negligence, ArcBest, carriers and service providers in possession shall not be liable for cargo loss or damage which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property.

**Sec. 2.** Unless arranged or agreed upon, in writing, prior to shipment, ArcBest, carriers and service providers are not bound to arrange or transport a shipment by a particular schedule or in time for a particular market, but are responsible to transport with reasonable dispatch. In case of physical necessity, ArcBest may forward a shipment via another carrier or service provider.

**Sec. 3.(a)** As a condition precedent to recovery, cargo claims must be filed in writing with ArcBest with sufficient information to identify the shipment and in accordance with the following:

**(b)** Cargo claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

**(c)** Lawsuits for cargo loss, damage or injury shall be instituted against ArcBest, any carrier and/or service provider no later than two years from the day when written notice is given by ArcBest, carriers and service providers to the claimant that it has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or lawsuits are not instituted thereon in accordance with the foregoing provisions, ArcBest, carriers and service providers shall not be liable, and such claims will not be paid.

**(d)** ArcBest, carriers and service providers liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that ArcBest, carriers and service providers receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

**Sec. 4.(a)** If the consignee refuses the shipment tendered for delivery or if carrier or service provider is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, cargo liability shall then become that of a warehouseman. ArcBest shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on ArcBest's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at ArcBest's option, in any location that provides reasonable protection against loss or damage. ArcBest may direct the shipment to be put in public storage at the owner's expense and without liability to ArcBest.

**(b)** If ArcBest does not receive disposition instructions within 48 hours of the time of attempted first notification, ArcBest will attempt to issue a second and final confirmed notification. Such notice shall advise that if ArcBest does not receive disposition instructions within 10 days of that notification, ArcBest may offer the shipment for sale at a public auction and ArcBest has the right to offer the shipment for sale. The amount of sale will be applied to the ArcBest's invoice for transportation, storage and other charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

**(c)** Where ArcBest has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of ArcBest at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, ArcBest may dispose of property.

**(d)** Where ArcBest is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not present or regularly located, the risk after unloading or delivery shall not be that of ArcBest, carriers and service providers.

**Sec. 5.(a)** In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for cargo loss or damage, whether or not such loss or damage occurs from negligence.

**(b)** ArcBest, carriers and service providers will not carry or be liable in any way for any documents, personal or identity information, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

**Sec. 6.** Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to ArcBest, carriers and service providers of their nature, shall be liable for and indemnify, defend and hold harmless ArcBest, carriers and service providers against all loss or damage caused by such goods, including attorneys' fees and litigation or administrative costs. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

**Sec. 7.(a)** The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

**(b)** Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

**(c)** Nothing in this bill of lading shall limit the right of ArcBest to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

**Sec. 8.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

**Sec. 9.** If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

**Sec. 10.** If a motor carrier, freight forwarder, broker or other transportation service provider accepts this shipment from anyone other than ArcBest, it agrees to seek payment of its charges exclusively from the entity that dispatched it and expressly waives any other collection rights or remedies otherwise available to it, including any right to seek payment of the transportation or other charges from the consignor, consignee, third party payor or ArcBest.

**Sec. 11.** This bill of lading and shipments hereunder will be governed by U.S. federal laws and regulations. Venue shall be in a state or federal court located in Sebastian County, State of Arkansas.