ARC 111-I

(ARC 111-I, effective 08/04/2025, cancels ARC 111-H)

ArcBest II, Inc.
Terms, Conditions, Rules & Special Charges

USDOT Registration Number: 2946400
Freight Forwarder FMCSA Docket Number: FF-17300
Broker FMCSA Docket Number: MC-997363
Quebec Enterprise Number (NEQ) 1173131922

Effective: August 4, 2025

This Tariff is available for inspection by any person during our normal business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916, or at www.arcb.com. Copies of this Tariff, specific provisions of it, or subscriptions to it shall be provided upon request to any interested person upon payment of required costs for copies of the Tariff or any specific provisions thereof. ArcBest reserves the right to modify this Tariff at any time.

Issued by:
ArcBest II, Inc.
Attn: Chief Yield Officer
8401 McClure Drive
Fort Smith, AR 72916
479-785-6000

© 2025 ArcBest II, Inc. All rights reserved. All service marks and trademarks appearing in this Tariff are the property of ArcBest IP Holdings, LLC.

You may LINK to the section by clicking on index item or page number.

ARC 111 TABLE OF CONTENTS

ARC 111 TABLE OF CONTENTS 1
INTRODUCTION 3
Definitions 3
Abbreviations 6
Understandings 9
Reference to other Tariffs/Documents 9
Bills of Lading 10
Service Standards 10
GENERAL SERVICE, RULES, TERMS, CONDITIONS AND CHARGES 12
Application 12
Charges, Conditions and Payment Terms 12
General Lien and Right to Sell Commodities 19
General Liability 20
General Cargo Claims Process 21
Optional Excess Liability Coverage 25
Cargo Liability Exclusions 25
Prohibited Commodities 26
General Commodity Provisions 29
Hazardous Materials or Dangerous Goods 30
Customs 31
Miscellaneous 32
LTL SERVICES 40
Index 40
Summary of Frequently Used Special Service Charges 46
Items 47
FINAL MILE SERVICES 123
TRADE SHOW SERVICES 125
TIME-CRITICAL SERVICES 128
Governing Publications 128

General Time-Critical Services Terms 128
Dimensional Weight 128
Application 129
Computation and Application of Fuel Surcharge 130
Air Freight Fuel Surcharge 130
Authorization to Screen Air Cargo 130
US/Canadian/Mexican Border Requirements 130
TRUCKLOAD SERVICES ("TL") 133
INTERMODAL SERVICES ("INTERMODAL") 140
GROUND EXPEDITE SERVICES 154
AIR EXPEDITE SERVICES 170
WAREHOUSING AND VALUE ADDED SERVICES 182
HOUSEHOLD GOODS SERVICES 187
MANAGED SOLUTIONS SERVICES 188
ARCBEST WEBSITE 196
APPENDICES 197
APPENDIX 1 – ArcBest Straight Bill of Lading 197
APPENDIX 2 – ArcBest Trade Show Bill of Lading 199
APPENDIX 3 – ArcBest Time-Critical Bill of Lading 202
APPENDIX 4 – ArcBest Air Expedite Accessorial Schedule 203

INTRODUCTION

Definitions

ADVANCE ARRANGEMENTS – You are required to contact ArcBest prior to tender of a shipment to enable ArcBest and you to establish the time and place of tender, and to make special arrangements, if any, for the shipment.

AFFILIATE – Means any entity directly or indirectly controlling, controlled by or under common control with ArcBest.

ACI GUIDE – Defines service areas by zip codes for airports serviced by ArcBest. The ACI Guide may be modified, amended or supplemented at any time without notice. (Air Cargo, Inc. www.aircargocommunities.com)

ARCBEST AIR WAYBILL (AWB) – The non-negotiable, ArcBest shipping document or digital document image, which contains terms which ArcBest accepts air shipments and arranges for transport to the designated location as provided herein. Each AWB must accurately, completely and thoroughly describe the commodities being shipped. The AWB constitutes the legal document of record for a shipment whether or not actually used during Services.

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

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

BUSINESS DAY – Monday through Friday, excluding holidays.

CARRIAGE – Movement of the shipment or commodity that includes all applicable Services offered by ArcBest.

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

CHARTERER – Customer or originator of commodity through ArcBest for air charter movements.

CONSIGNEE – The business or person whose name appears on the air waybill, ABOL or BOL as the party to whom the shipment is to be arranged by ArcBest.

CONSIGNOR – The business or person who contracts with ArcBest for carriage of the shipment.

CONTAINER – Any container, trailer, transportable tank, flat or pallet.

CUSTOMER – The business or person whose name appears on the air waybill, AWOL or BOL as the “Bill To” party for a shipment.

DELIVERY – Means delivering commodity at any platform, doorway or other place designated by the consignee, when directly accessible to ArcBest’s or a Service Provider’s vehicle.

EQUIPMENT – Means any provided tractor, trailer, ramp, bulkhead or any other equipment used to perform transportation or other services for you under this Tariff.

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

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

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

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

INTERNATIONAL – Points outside the contiguous United States, Washington DC, Hawaii, Alaska, Guam and Puerto Rico.

LESS-THAN-TRUCKLOAD or LESS-THAN-TRUCKLOAD VAN – Means a trailer 34 feet or less in length. Straight-trucks and cargo vans are specifically excluded from this definition.

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

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

OTHER THAN NEW COMMODITIES – means, but is not limited to, used, refurbished, trade show displays, returns and remanufactured commodities.

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

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

PUP or DOUBLES TRAILER – Means a trailer 34 feet or less in length. Straight-trucks and cargo vans are specifically excluded from this definition.

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

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

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

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

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

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

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

TERMS or TARIFF - Means the ArcBest tariff ARC 111 Series Terms, Conditions, Rules & Special Charges, including all addenda, appendices, schedules and/or exhibits thereto, and any other document incorporated or referenced therein. Other Tariff Lists:

ARC 100 – Means the ArcBest II, Inc. tariff 100 entitled Commodity Classification for Exempt Commodities and General Exceptions to the NMFC.

ARC 400 – Means the ArcBest II, Inc. tariff entitled Non-Corporate and Corporate Moving Services of ArcBest

ARC 526 – Mean the ArcBest II, Inc. tariff entitled Intra-Canada Trade Show Commodity Rates.

ARC 610 - Means the ArcBest II, Inc. tariff 610 entitled Time-Critical Service.

ARC 625 – Means the ArcBest II, Inc. tariff 625 entitled Trade Show Management.

ARC 626 - Means the ArcBest II, Inc. tariff 626 entitled Trade Show Zone Tariff.

ARC 630 – Means the ArcBest II, Inc. tariff 630 entitled Final Mile Service

ARC 631 – Means the ArcBest II, Inc. tariff 631 entitled Final Mile Service

ARC 632 – Means the ArcBest II, Inc. tariff 632 entitled Final Mile Spot Quotes

ARC 633 – Means the ArcBest II, Inc. tariff 633 entitled Final Mile Spot Quotes

ARC 690 – Means the ArcBest II, Inc. tariff 690 entitled Intra-Canada Trade Show Commodity Rates.

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

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

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

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

WE, US, OUR, ARCBEST II, INC. OR ARCBEST – Means ArcBest II, Inc., an Arkansas corporation or its directors, officers and employees.

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

As to the foregoing definitions, references to the singular include the plural and vice versa. Where appropriate, defined terms herein include lower and upper case letters, e.g., “services” or “Services,” “pricing schedule” or “pricing schedules.”

Abbreviations

ABBREVIATION	EXPLANATION
(A)	Denotes increases
(B)	Applies between points shown in From and To Column
(C)	Denotes changes which result in neither an increases nor reduction in charges.
(EAN)	Except as noted
(R)	Denotes reductions
@	Addition
ABOL	ArcBest Bill of Lading
ACI	Air Cargo, Inc. (www.aircargocommunities.com)
AES	Automated Export System
AFB	Air Force Base
AQ	Any Quantity
ARCB	ArcBest II, Inc.
ArcBest	ArcBest II, Inc.
ATA	American Trucking Associations, Inc.
Auth	Authority
C	Denotes hundred pounds
CBP	U.S. Customs and Border Protection

ABBREVIATION	EXPLANATION
CBSA	Canada Border Services Agency
CDA	Canada
CFR	Code of Federal Regulations
c/o	Care of
COD	Collect on Delivery
Col	Column
CWT	Per 100 pounds
Cy	County
d/b/a	Doing business as
DOD	Department of Defense, United States Government
E	East
EDI	Electronic Data Interchange
EEI	Electronic Export Information
FAK	Freight All Kind
FB	Flatbed
FHWA	Federal Highway Administration
FMCSA	Federal Motor Carrier Safety Administration
FSMA	Food Safety Modernization Act
HGB	Household Goods Bureau
HGCB	Household Goods Carriers Bureau
HRS	Hours
Hwy	Highway
IACSSP	Indirect Air Carrier Standard Security Program
IOR	Importer of Record
Jct	Junction
LG	Liftgate
LTL	Less than truckload
LTLB	LTL Brokerage
M	Denotes thousand pounds
MAX	Maximum

ABBREVIATION	EXPLANATION
MC	Motor carrier
MCHG	Minimum Charge
MF	Motor Freight
MFTRP	SDDC Freight Tariff Rules Publication
Min	Minimum
MW	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 100 Series
NMFTA	National Motor Freight Traffic Association, Inc.
NO	Number
NOI	Not otherwise more specifically described in NMFC
Oz	Ounce
Par	Parish
PCF	Per Cubic Foot
S	South
SDDC	Surface Deployment Distribution Command
SMC	Southern Motor Carriers Rate Conference, Agent
SU	Set-Up
SUP	Supplement
TC	Temperature Control
Thru	Through
TL	Truckload
TSA	Transportation Security Administration
TWIC	Transportation Worker Identification Credential
USDOT	United States Department of Transportation
VAN	Value Added Network
Viz	Namely
VMW	Volume Minimum Weight in pounds except as otherwise provided

ABBREVIATION	EXPLANATION
Vol	Volume
Vol Min Wt	Volume Minimum Weight
W	West
Wt	Weight

Understandings

ArcBest is a freight forwarder and broker of transportation services and operating under USDOT number 2946400 issued by the United States Department of Transportation and Quebec Enterprise Number 1173131922 issued by the Quebec Registrar of Enterprises. Carriers or other service providers hired by ArcBest to perform services for you are non-agent independent contractors to ArcBest. Under ArcBest's FMCSA freight forwarder and broker authority, or Canadian load broker authority, it can arrange and/or provide transportation services by sourcing a variety of equipment types, utilize its Affiliates or other independent contractors to perform services, and provide additional value added services.

ArcBest may also arrange warehousing, cross-docking and/or other services for you under this Tariff. Such services include, but are not limited to: storage, fulfillment, kitting, cross docking, transloading, pick and pack, assembly, packaging, repackaging, pool distribution, container handling and unloading. ArcBest arranges for all such services hereunder to be performed for you by non-agent independent contractors which may include, but is not limited to: carriers, truckmen, cartmen, lightermen, dray agents, draymen, forwarders, ocean freight forwarder, non-vessel operating common carrier, Customs brokers, agents, warehousemen and others to which the commodities are entrusted for transportation, cartage, handling, delivery, storage or other value added services.

When rail services are used in arranging services for you, you agree to be subject to all applicable railroad service directories and the Association of American Railroads (AAR) rules that outline the proper packaging, blocking and bracing of a shipment.

For its operating convenience, ArcBest reserves a right to hire Service Providers to provide all or part of arranged and provided services. ArcBest agrees to protect the rates and charges set forth herein when service providers and/or substituted services are provided, and warrants that all terms, conditions, duties and obligations owed under this Tariff, ABOL, and/or contract shall apply to such service providers and/or substitute services. When such service providers or substituted services are provided by or through ArcBest, the rules and provisions set forth in this Tariff, ABOL and/or contract shall continue to apply to you.

ArcBest reserves the right to modify or change this Tariff at any time and any such changes will become effective when published as part of this Tariff. However, the tariff terms and conditions that were effective when the shipment is picked up shall control and govern such shipment.

Reference to other Tariffs/Documents

Wherever reference is made to this Tariff, such reference also includes all future revisions, supplements and/or reissues thereof.

When reference is made in this Tariff to terms, conditions, tariffs, items, notes, rules, charges, etc., such references are continuous and include supplements to and successive issues thereof and reissues of such tariffs, items, notes, rules, charges, etc.

By accepting services hereunder, you agree to the terms and conditions contained in the following documents, and the following order of precedence will apply if such documents have inconsistent or conflicting provisions: (1) ArcBest price quote; (2) ArcBest ARC 111 series tariff, including its addenda, appendices, schedules, exhibits and all references incorporated therein; and (3) the applicable ArcBest Bills of Lading indicated herein. All the foregoing documents are hereby incorporated into this Tariff.

Bills of Lading

Between ArcBest and you, the terms and conditions specified in the applicable ArcBest Bills of Lading or ArcBest Air Waybill shall govern shipments or services arranged or performed by ArcBest. Any bills of lading, air waybill, manifest, pickup order and/or other document provided by a shipper, customer, broker, forwarder, carrier, intermediary, service provider or any other person/entity not issued by ArcBest shall not alter or supplement the terms and conditions of the ABOL, AWB and/or this Tariff, and such non-ABOLs or non-AWBs shall only act as receipts of the commodities and any terms or conditions contained therein shall not apply to the arranged and/or provided services.

Corrections or changes to any bills of lading or air way bills, including but not limited to, changing the paying party, billing address, collection status, or the commodity description/weight shall be made in ArcBest' sole discretion, and ArcBest shall not be obligated to honor your requests for such changes. The insertion of ArcBest on any bill of lading or air waybill shall not alter the fact that ArcBest is a freight forwarder or broker, and is not a motor carrier.

You agree that if you, a shipper, a consignee or anyone else inserts ArcBest's name as the carrier, warehouseman, shipper or consignee on any document, it shall be for such individual's or entity's convenience only and shall not change ArcBest's status as a freight forwarder, broker or other applicable non-motor carrier authority.

Service Providers and drivers are not authorized to bind ArcBest to non-conforming bills of lading or air waybills with alternative terms and conditions. Non-conforming bills of lading or air waybills act only as receipts for shipments.

If a bill of lading or air waybill is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading or air waybill, the shipper's signature on the prior bill of lading, air waybill or in connection with the prior bill of lading or air waybill as to the statement of value or otherwise, or as to the election of bill of lading or air waybill liability, should be considered a part of the bill of lading or air waybill as fully as if the same were written on or made in connection with the subsequent issued bills of lading or air waybills.

Service Standards

A. Service Times

Unless specifically provided for herein, 100% on-time service is not guaranteed under this Tariff. Unless provided otherwise herein, neither ArcBest nor the carrier or other service providers are offering time-sensitive services, and are not bound to provide services by a particular schedule, or in time for a particular market or production schedule, but are only representing to arrange or provide services with reasonable dispatch or in a non-time sensitive manner. ArcBest and the Service Providers shall not be liable for any charges or damages caused by missed delivery dates and/or times nor responsible for any economic loss which might be incurred or special, consequential or incidental damages due to delays or plant or line shut down situations due to early, late or non-delivery. At ArcBest's sole discretion, ArcBest may forward a shipment via multiple carriers or service providers.

B. Temperature Protection

See service specific sections.

C. Special Handling

Commodities requiring special or additional care of attention in handling or storage must be so marked and packaged as such to ensure safe services can be provided with ordinary care. You must request such service when requesting a price quote and such special or additional care of attention must be noted on the price quote and the applicable bill of lading. These commodities include, but are not limited to: fragile commodities; commodities that must remain upright; top-heavy commodities; commodities that require more than normal protection from moisture; commodities that must be protected from heat; commodities that must be protected from freezing; commodities that must be handled with a hand truck; commodities that must not be handled with a hand truck; commodities that must be handled with a forklift; commodities that must not be handled with a forklift; commodities that may be stacked to not exceed a certain height; commodities that must not be stacked; commodities that must be kept within a certain temperature range; commodities that have a center of balance that is not center of the commodity; and magnetically sensitive commodities. If such commodities are not properly marked, neither ArcBest, the carrier(s), warehouseman nor any other service providers will be liable for loss or damage occurring to such commodities. When commodities are properly marked, each cargo claim shall be evaluated based upon the facts and applicable provisions to the shipment.

D. Services Times

Unless arranged or agreed upon in writing prior to the shipment, ArcBest and Service Providers are not bound to transport a shipment by a particular schedule or in time for a particular market, but are responsible to transport a shipment with reasonable dispatch.

GENERAL SERVICE, RULES, TERMS, CONDITIONS AND CHARGES

Application

The General Service, Rules, Terms, Conditions and Charges herein are applicable to all services provided for under this Tariff and all services provided by ArcBest unless otherwise provided herein. These provisions supersede any agreements made prior to services, and by accepting services, you agree to be bound by this Tariff. Additionally, this Tariff shall apply in connection with shipments set forth in a price quote or Booking Service Agreement between points in the contiguous United States, between points in the United States and Alaska or Hawaii, points in Mexico, and between points in U.S. and Mexico or Canada, or between points in Mexico and Canada, and two points within the same state, province or territory (intrastate). This Tariff also provides for the terms, conditions, rules and special charges which apply to warehousing, cross-docking services, and other value added services within the United States, Canada and as otherwise provided in the applicable price quote.

ArcBest reserves the right to reject a service request when the requested service cannot be reasonably performed or is unavailable for the specified origin/destination or location.

You understand when we arrange services on your behalf, you may be subject to additional terms and conditions contained in the applicable service provider tariffs, and other contractual and/or pricing documents. The terms and conditions in such documents are hereby incorporated herein.

Every Service Provider and their servants, agents, stevedores, employees, directors and officers shall have the benefit of all provisions herein benefiting ArcBest as if such provisions were expressly for their benefit, and all limitations and exonerations from liability provided to ArcBest by law or by this Tariff shall be available to them.

In the case of conflict between the General Service Rules, Terms, Conditions and Charges and any service specific rules, terms, conditions and charges, the service specific rules, terms, conditions and charges will supersede and govern. Where service specific rules, terms, conditions and charges are silent on any matter, then, the General Service Rules, Terms, Conditions and Charges will apply with respect to services provided.

Charges, Conditions and Payment Terms

A. **Credit Terms**

An ArcBest Credit Application must be completed to obtain credit. Submission of a Credit Application authorizes ArcBest to conduct a credit investigation based on the information provided by you. The amount of credit granted is at the sole discretion of ArcBest. As a condition of extending credit privileges, ArcBest reserves the right to require you to provide current financial information, agree to payments via certified check or Electronic Fund Transfer (EFT) or to provide a security deposit.

Our credit terms are Net 15 days, including Saturdays, Sundays and legal holidays. All freight charges will be paid without offset. The invoice date begins the credit term.

Third party billings (billed to a party other than the consignor, shipper or consignee) must be prearranged with ArcBest prior to booking the first shipment. The third party must have an ArcBest account in good credit standing or arrange to pay all charges prior to booking.

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.

Failure to keep your ArcBest account in good credit standing or taking unauthorized deductions may result in the account being placed on cash-only status. This status may impair your ability to use our services and delay your shipments until the account is in good credit standing. Credit privileges will not be restored until all past due balances have been paid in full including all reasonable costs, including attorneys' fees or collection costs, incurred by ArcBest to collect such balances. ArcBest may decline to restore credit privileges even if all costs, fees and expenses have been paid. Your request to be removed from cash-only status must be directed and approved by the ArcBest credit department.

IF THE ARCBEST ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING, SHIPMENTS MAY BE HELD OR STOPPED IN TRANSIT UNTIL PAYMENT ARRANGEMENTS HAVE BEEN MADE. THE 100% OR SATISFACTION GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES. THESE SERVICE TERMS AND CONDITIONS ARE INCORPORATED INTO THE AWB AND/OR ABOL AND SHALL CONSTITUTE A CONTRACTUAL LIEN.

ArcBest shall have the right to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of commodities or other information on the bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the commodity actually shipped.

On certain business to business credit card payments, a two percent (2%) handling surcharge will be applicable on all service fees and charges. This rate is the same or lower than our cost of acceptance, and it is applicable to all credit card brands. There is no applicable surcharge for other types of payment, such as ACH, check or wire transfer. If you have any questions or need additional information, please contact us at 844-216-6256. For any disputes arising from the credit card surcharge, the laws of the State of Arkansas, United States, without regard to its principles on conflicts of laws, shall interpret and govern exclusively such dispute. Any disputes between you and ArcBest must be brought in federal or state court of competent jurisdiction within Sebastian County, State of Arkansas, United States.

ArcBest shall make a good-faith effort to present or mail its freight bill for all transportation within seven (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.

When ArcBest presents freight bills by mail, the invoice date shall be deemed to be the time of presentation. The term "freight bill" or "freight bills" includes paper documents, invoices, and statements and billing by use of electronic media such as computer tapes or disks.

B. **Payment Terms**

You shall be responsible for paying ArcBest for services arranged and/or performed. In furtherance of the foregoing, you agree to pay ArcBest the rates and charges set forth or referenced in the applicable price quote and this Tariff as full and complete compensation for services performed, arranged and/or managed by ArcBest under this Tariff. You shall be responsible for payment of any and all services not set forth in the applicable price quote which you request ArcBest to perform or to have arranged or managed for you or which are incurred by ArcBest because of incorrect or insufficient information provided to ArcBest. ArcBest shall send invoices to you and you shall pay ArcBest within fifteen (15) days from the invoice date, including Saturdays, Sundays and legal holidays.

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 fifteen (15) days period shall be deemed to be payment within the 15 days period. In case of dispute as to the date of mailing, the postmark shall be accepted as such date.

A fee of $2.52 per shipment will apply to shipments requiring a paper invoice.

Rates and charges that are not paid within fifteen days from the invoice date (or other credit period, if applicable) and for which ArcBest acquires the use of an outside collection agency and/or attorney to effect collections will be subject to a collections handling fee of thirty percent (30%) of the unpaid amount. 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 services.

All rates, charges or other amounts are stated and payable in United States currency unless otherwise stated on the ArcBest invoice. All amounts and charges contained herein, or in any other ArcBest documentation relating to the terms and conditions of its services, are denominated in United States dollars unless otherwise stated. Any applicable exchange rates will be determined based on the date of pickup.

A $85.43 special handling fee, plus any service fee assessed by the ArcBest bank, will be charged for any check, electronic fund transfer or credit card payment that is not honored for any reason not the fault of ArcBest. This charge will be in addition to all other applicable charges.

You and any other party liable for payment, is responsible for all reasonable costs incurred by ArcBest in obtaining or attempting to obtain payment for our services. Such costs include but are not limited to attorneys' fees, collection agency fees, interests, and litigation and court costs.

REGARDLESS OF ANY PAYMENT INSTRUCTIONS GIVEN TO ARCBEST, THE CONSIGNOR IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR AND AGREES TO PAY ALL CHARGES AND FEES IF THE CONSIGNEE OR THIRD PARTY FAILS OR REFUSES TO PAY ARCBEST.

ArcBest may amend or adjust the original quoted or booking amount or issue an additional billing if the original price quoted amount was based upon incorrect information provided by, or additional services were requested by, shipper or you, or if any additional services were required to complete the shipment or services.

Consignor, consignee or third party payor shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims, overcharges, etc. All claims for cargo loss or damage shall be governed by this Tariff and neither consignor, consignee, nor third party payor shall unilaterally deduct claims from their freight bill payment due to ArcBest.

C. **Liability for Charges**

The customer, shipper and consignee shall be liable, jointly and severally:

- For all unpaid charges payable on account of a shipment pursuant to applicable tariffs; and
- To pay, indemnify and defend ArcBest for all claims, causes of action, damages, fines, penalties, costs, including attorneys' fees and litigation/collection costs, or other sums which may be incurred by ArcBest by reason of any violation of the terms and conditions of applicable tariffs, non-payment for services, or any other default of the shipper, consignee or their agents or servants.

Any party tendering commodities to ArcBest represent that it is the agent in fact for the consignor or beneficial owner for whose account it is authorized to tender the shipment in accordance with this Tariff.

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, 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.

D. **Forms of Payment**

ArcBest accepts American Express, Master Card and Visa credit cards and Electronic Fund Transfers (EFT) for all shipments. Credit card payments must be made at time of booking. Additional charges may be separately charged to the credit card if the shipment characteristics or services required changed from the original booking. ArcBest does not accept personal checks or cash.

Customers with credit privileges may pay by company check. ArcBest invoices in U.S. dollars must be paid by checks drawn on a U.S. bank. ArcBest invoices in other currencies may be paid by checks drawn on a local bank or a U.S. bank.

If the customer, consignor, shipper or consignee does not have credit with ArcBest, commodity may be sent FCCOP (Freight Collect, Cash on Pickup) or FCCOD (Freight Collect, Cash on Delivery).

To ensure accurate application of payments, the ArcBest assigned customer ID (ArcBest Customer Account Number) and the invoice numbers being paid must be provided. Send remittances, with payment details, to:

ArcBest II, Inc.
Attn: Revenue Accounting
PO Box 10048
Fort Smith, AR 72917

If an account is more than sixty (60) days past due, ArcBest may apply overcharge amounts or other overpayments which are owed to you, against the oldest dated invoices.

For questions regarding any of our invoicing or payment methods including EFT instructions contact ArcBest

E. **Priority of Freight Charge Obligation**

When arrangements are made with intermediaries for transportation services provided by or through ArcBest and the intermediary in turn bills the shipper or beneficial owner of the commodities for freight charges inclusive of ArcBest's rates, the following rules shall apply:

1) The intermediary will segregate money due owing to ArcBest from other accounts.
2) Intermediary will pay ArcBest without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to ArcBest.
3) When the arranger of transportation is a freight forwarder, a constructive trust shall apply.
4) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to ArcBest.
5) When Canadian motor carriers are utilized for any part of the shipment, the intermediary will segregate money received from such shipment which is owed to Canadian carriers for Services performed separate from all other monies received from such shipments, and the intermediary will hold such money in trust for the applicable Canadian motor carriers.

F. **Additional Incurred Costs**

If your service requirements result in additional costs for ArcBest or Service Provider, ArcBest reserves the right to invoice customer at 130% of any and all of these costs and/or any associated costs.

G. **Lien for Freight Charges**

ArcBest shall have a general and specific lien on shipments in its dominion and control for the payment of freight charges past and present.

H. **Applicability**

This Tariff governs and controls all services we arrange or provide, and is part of each agreement that ArcBest enters into with you. Unless otherwise noted, a rate does not include applicable fuel surcharges and charges for special services performed. Specific special services and accessorial charges are contained or referenced in the price quote and/or this Tariff. Fuel surcharges are contained or referenced herein. All charges on services will be based on the greater of the price quote or the actual commodities tendered to ArcBest. A price quote shall be effective and expire as indicated in such document. **AT ARCBEST'S SOLE OPTION, IT MAY REFUSE TO APPLY THE ISSUED PRICE QUOTE TO SERVICES WHICH DO NOT MATCH THE EXACT PRICE QUOTE SPECIFICS, THE INDICATED COMMODITIES OR WHICH DO NOT REFERENCE THE PRICE QUOTE NUMBER ON THE INITIAL BILL OF LADING.**

When ArcBest services are provided the rates, charges, terms, conditions and rules of this Tariff shall take precedence over any otherwise applicable rates, charges, terms, conditions or rules, whether listed in any other contracts, tariffs, schedules or in any other form whatsoever, including the terms and conditions contained in any services documents. Services will not be eligible for any other form of rate reduction, including discounts, allowances and incentive programs.

Except as otherwise specifically agreed to in writing mutually signed by you and ArcBest, in addition to line haul or base transportation rates, certain accessorial charges and special service fees set forth or incorporated herein shall govern services provided to you. If a Service Provider imposes its own accessorial charges and special service fees on ArcBest as necessary in order to meet your requirements, you will be liable for such charges at one hundred thirty percent (130%) of any such charges imposed on ArcBest by the Service Provider for services performed.

Payment terms for transportation services may be outbound prepaid, inbound collect or third-party. Collect on delivery shipments are not accepted except for standard LTL services. ArcBest and Service Providers' personnel are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the commodities transported as a precondition of delivery. If a collect on delivery shipment is inadvertently accepted, and delivered without obtaining payment or if payment is stopped on uncertified funds, your sole recourse shall be against the consignee. Neither ArcBest nor any Service Provider will be liable for a COD amount not collected. Neither ArcBest nor the Service Provider will be responsible for guaranteeing or verifying that a check, money order or other instrument is legitimate.

ArcBest shall not be required to accept for transportation any shipment which exceeds the weight of the truck requested or used or which occupies more than the full visible capacity of the trailer which is provided.

I. **Rate Assumptions**

Unless otherwise provided within the applicable price quote or published pricing, and excluding less-than truckload shipments, for transportation services the price is based on shipper load (including you provide any necessary blocking and bracing) and consignee unload. Shipper will be solely responsible for any cargo damage arising from improper loading, bracing, securing or packing on loads where the bill of lading indicates a shipper load and count shipment or absent such shipper load and count notation on the bill of lading but in fact shipper load and account occurred or when shipper load and count services have not been requested and paid for by you as indicated in the pricing quote. Any expense to ArcBest or Service Provider for loading (including any necessary blocking and bracing) or unloading service will be assessed against the payor of the freight charges, in

addition to all other charges, when the quoted price is subject to: (1) shipper load and count and the carrier incurs loading expense; and/or (2) consignee unload and the carrier incurs unloading expense.

You shall be responsible to ArcBest for timely and accurate delivery specifications and description of the commodities, including, but not limited to, dimensions, weight, any special handling or security requirements, and employing reasonable security protocols to reduce the risk of cargo theft. You agree that inaccurate information may result in additional charges, which you agree to pay.

The estimated service charges in the price quote is based upon assumptions you provide to ArcBest. If such assumptions are incorrect, your estimated service charges will be incorrect. The actual service charges you will be obligated to pay ArcBest will be based on the actual commodities, location points and services applicable and required which we arrange or manage for you.

The rates include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

J. **Fractions**

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

K. **Offset**

You shall not offset any amounts owed to ArcBest, and hereby waive any offset rights you may have as to services arranged or provided under this Tariff. For any claims, a formal and sufficiently written claim must be filed and processed separately from your payment for services arranged or provided by ArcBest.

L. **Electronic Data Interchange**

If electronic data interchange services to communicate between ArcBest and you are requested or required, it is agreed to use standard EDI transaction sets as published in the ASC X12 EDI Standard Book. Unless otherwise agreed in writing signed by ArcBest and you, each party will pay those charges billed to it by its own value added network (“VAN”). Such charges will include charges for both sending and receiving, and communications or miscellaneous or service costs for communication by each party with its VAN.

M. **Assumption of Joint and Several Liability**

The shipper, consignee or third party payor shall be liable for the service charges accruing on services, as billed or corrected. In consideration for services performed and/or arranged by ArcBest, for the mutual benefit of the shipper, consignee or third party payor under the terms of this Tariff, the shipper, consignee and the third party payor shall assume joint and several liability for all charges accrued with regard to such services. In the event that bills are not paid by the initial indicated payor of the freight charges, ArcBest may seek payment for such charges from any party or all parties.

N. **Weight Verification**

When ArcBest or a Service Provider believes it is necessary to verify the stated weight of a shipment as tendered, ArcBest or the Service Provider shall weigh the shipment or cause the shipment to be weighed. If the stated weight is found to be inaccurate the weight shall be corrected accordingly. Service charges will be assessed on the actual weight of shipments when it is understated.

O. Commodities Inspection

When ArcBest or a Service Provider believe it is necessary that the contents of package be inspected, such inspection shall be made, or require other sufficient evidence to determine the actual character of the commodities. When found to be incorrectly described, freight charges must be collected according to proper description.

P. Overcharge/Undercharge (Both Canadian and U.S. Origin Shipments)

Unless provided otherwise herein, all overcharge and undercharge claims on shipments moved pursuant to this Tariff shall be filed within 180 days of the initial shipment date. Any lawsuit to recover overcharges or undercharges must be filed within 18 months of the initial shipment date. The term overcharge shall include duplicate payments. Failure to file an overcharge or undercharge claim within the foregoing 180 days period shall be a complete defense to any action or lawsuit for the recovery of overcharge or undercharge claims.

Q. Qualified Acceptance of Shipments

ArcBest or a Services Provider may refuse to render any services if it is the opinion of ArcBest or a Service Provider that such shipment is:

- Improperly packed or packaged, wet, leaking or has an odor.
- Of a kind or type likely to incur damage from high/low temperatures notwithstanding the exercise of ordinary care by ArcBest or a Service Provider, and that such temperature will prevail in flight or at a transfer point, or at origin/destination when available facilities cannot protect the shipment against such conditions.
- Improperly packed or of a nature such that transportation cannot be affected without loss or damage to the cargo (i.e. used containers, or the container is open, broken, rattles, etc.).
- Of an inherent nature or defect that indicates such carriage could not be provided by ArcBest without loss or damage to the cargo.
- Not accompanied by the proper documentation and necessary information as required by convention, statue, or the terms and conditions and other documentation applicable to such shipment.
- Subject to Advance Arrangements, unless such arrangements have been satisfactorily completed.

R. Mileage Guides

Except where otherwise provided herein, where rates are set forth in cents per mile or other calculation based on mileage, distance shall be determined from origin to destination via intermediate points as specified by the shipper. If no specific mileage platform is requested, the mileage platform will default to Rand McNally v.19, HHG, as applicable.

Rand McNally, HHG, city to city, except when a shipment travels a specific route, required by Federal, State, Municipal, federal agent or Canadian Ministry, mileage will be calculated by the route(s) specified.

S. Rules, Rates and Special Charges

The rules, rates and special charges published herein are applicable to all shipments arranged by ArcBest and/or transported by Service Providers unless expressly waived in a mutually signed bilateral contract. Rates and special charges may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

T. **Redelivery**

If a shipment is once tendered for delivery and through no fault of Service Provider such delivery cannot be accomplished, tender will be made subject to the following provisions. Each redelivery will be considered as a new and separate shipment and will be billed at rates and charges in effect on the date of redelivery and day of the week in addition to the original shipment charges.

U. **Rejected Shipments**

If for any reason not attributable to ArcBest's or Service Provider's negligent acts or omissions, a shipment is rejected by the consignee at destination, it will be returned to the point of origin upon order of the paying party. If an agreement between the paying party and the shipper cannot be reached in relationship to the commodity rejection, accessorial charges may apply until the issue is resolved. The applicable rate will be that in the reverse direction in effect on the date the shipment is tendered for return.

General Lien and Right to Sell Commodities

A. **Grant**

You hereby grant, and ArcBest shall have, a general and continuing lien on any and all of your commodities and/or shipments coming into ArcBest's actual or constructive possession or control, or for which services ArcBest has arranged, managed and/or performed for you, for monies owed to ArcBest with regard to the shipment or commodities on which the lien is claimed, a prior shipment(s), prior or current service(s), and/or all of the foregoing.

B. **Notice**

ArcBest shall provide written notice to you of its intent to exercise such lien, the exact amount of monies due, as well as any ongoing storage and/or other charges. You shall notify all parties having an interest in your shipment(s) of ArcBest's rights and, where applicable, the exercise of such lien.

C. **Removal**

Within thirty days of receiving notice of a lien, you shall post cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to one hundred and ten percent (110%) of the value of the total amount due, in favor of ArcBest and sufficient documentation provided to ArcBest evidencing such, which shall guarantee payment of the monies owed, plus all storage and other charges accrued or to be accrued. If you fail to strictly comply with the foregoing, ArcBest shall have the right to sell such commodities at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to you. ArcBest retains all rights to recover the balance owed from you if the proceeds of the sale are insufficient to cover the amount owed.

D. **Security Interest**

In furtherance of the foregoing, you also grant ArcBest a security interest in such commodities or shipment(s) until you have fully satisfied all liabilities, whenever occurring, owed to ArcBest. ArcBest is authorized to file financing statements under the applicable state Uniform Commercial Code or comparable Canadian regulations and laws covering any such commodities or shipment(s) without your further action or signature, and ArcBest shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code or Canadian regulations and laws.

General Liability

Except for cargo loss and/or damage caused by ArcBest or a Service Provider during services, you agree that ArcBest's and Service Provider's aggregate liability to you or any third party for any damages of any kind resulting from any cause of action, regardless if based in contract or tort and including, but not limited to, in connection with the operation of any website or your use thereof, breach of contract, any request for estimate of service charges, services reservation or purchase of services, or services arranged and/or performed for you, shall not exceed the total amount of charges collected from you for the individual service performed giving rise to the cause of action. ArcBest's cargo liability is dependent upon the mode of transportation at the time of damage. In no event shall ArcBest be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.

Unless otherwise agreed by ArcBest, you are responsible for applying the seal to any trailer tendered for services for truckload services or if exclusive use has been ordered for LTL services. If the seal originally applied to the trailer is intact upon delivery, neither ArcBest nor Service Provider will be liable for shortage or theft unless there is physical evidence of unauthorized entry into the trailer while it was in the possession of the Service Provider and proof of actual damage or loss of cargo. Shortage or theft claims must be supported by seal records and actual loading and unloading records. Such absolution of liability for shortage or theft will also occur if the seal is broken (1) at the direction and under the supervision of a governmental authority and is resealed after inspection by such governmental authority or (2) because it becomes reasonably necessary to do so to inspect, reposition or protect the cargo or the trailer or to comply with applicable laws or regulations. In both instances, ArcBest will request the Service Provider to document the breaking of the original seal and application of a new seal. In the absence of any other evidence, a missing or broken seal will not create a presumption of loss to or contamination of the cargo. The consignee may not refuse delivery of a shipment, even for food grade loads, due to broken or missing seals or locks unless there is direct physical evidence of product tampering or contamination beyond the broken or missing seal or lock. Contamination claims must be supported by appropriate quality inspections outlining the full actual loss. Cargo loss or damage claims must be evidenced by actual damage to or actual loss of the shipment commodities.

ArcBest and the Service Provider shall not be liable for any cargo loss or damage caused by an act of God or a public enemy, the authority of law, authorities, quarantine, embargo, perils of navigation, war, the act or default of the shipper, or when commodities are stopped and held in transit upon request of the shipper, owner or party entitled to make such request, or freezing or spoiling of any perishable commodities, natural shrinkage, from faulty or impassible highway or by lack of capacity of a highway bridge or ferry, or from a defect or vice in the commodities, or from terrorism, riots or strikes, virus, pandemic or unusually severe weather which has an effect on ArcBest's ability to arrange or perform services.

ArcBest and Service Providers are not responsible for shortages on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. You agree that you are responsible for ensuring that the packaging of any shipment tendered to ArcBest meets with the requirements provided in the NMFC 100 Series for the transportation of that commodity. Failure to do so may result in the denial of a claim, in whole or in part, for loss or damage attributable to your failure to tender properly packaged freight.

If all or any part of the commodities are carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitation of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriage.

Every individual or entity, whether principal or agent, who ships explosives or commodities which may explode in any manner or dangerous goods, without full written disclosure to ArcBest, carriers and service providers of their

nature, shall be liable for and indemnify and defend ArcBest, carriers and service providers against all loss or damage caused by such commodities. Such commodities may be warehoused at the owner and/or shipper's risk and expense or destroyed without compensation.
In all cases not prohibited by law, where a lower value than the actual value of the said commodities has been stated in writing by the shippers or has been agreed upon in writing as the released value of the commodities as determined by the classification, pricing 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 (subject to any additional cargo liability limitations), whether or not such loss or damage occurs from negligence.

General Cargo Claims Process

A. Process and Time Limitations (Applicable to ArcBest as a Freight Forwarder)

Claims for damage must be filed in writing against ArcBest or a Service Provider not more than (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import tariff, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with ArcBest or a Service Provider not more than nine (9) months from the date of the bill of lading.

Lawsuits for cargo loss or damage shall be commenced against ArcBest or a Service Provider no later than two (2) years from the day when written notice is given by ArcBest to the commodity claimant that all or any part of the commodity claim stated in the notice has been disallowed. Where claims are not filed or lawsuits are not instituted thereon in accordance with the foregoing provisions, neither ArcBest nor any Service Provider shall be liable, and such claims shall not be paid.

When claims are not filed within the prescribed time limits set forth above such claims shall be barred and not paid. NO COMMODITY CLAIMS WILL BE PAID BY ARCBEST UNTIL ALL APPLICABLE SERVICE CHARGES HAVE BEEN PAID. COMMODITY CLAIMS MAY NOT BE DEDUCTED FROM ANY CHARGES OWED TO ARCBEST.

Unless provided otherwise herein, 49 C.F.R. 370 shall govern the investigation and disposition of cargo claims for loss and/or damage for both interstate and intrastate shipments.

B. United States Origin Shipments - Process and Time Limitations (Applicable to ArcBest as a Broker)

As to United States origin shipments, when ArcBest performs as a broker, claims for commodities damages must be received in writing by ArcBest within ninety (90) days after the date the Service Provider signs the air waybill or BOL for the relevant shipment. Each cargo claimant must submit with its written claim a copy of the initial air waybill or BOL or, if no air waybill or BOL was issued, other proof, certified in writing, as to the actual replacement cost of the commodities or extent of the damages. Lawsuits for commodity loss or damage shall be commenced within one (1) year after the cargo claim has been denied in writing by ArcBest, the Service Provider or when you reject their settlement offer, in whole or part. If no legal action is instituted within such one year period, such claim shall be deemed waived and will not be paid.

As to Canadian origin shipments, claims for damage to cargo shall be commenced against ArcBest or a Service Provider no later than sixty (60) days after delivery of the commodities, and in the case of failure to make delivery or loss, allow such commodity claims nine (9) months from the shipment date. In either case, the final statement of the claim must be filed within nine (9) months from the shipment date. As provided herein, notice of damage or loss must be given in writing to the originating carrier or the delivering carrier, and such notice must set out particulars of the origin, destination, date of shipment, estimate amount claimed and as otherwise required herein.

When claims are not filed within the prescribed time limits set forth above such claims shall be barred and not paid. NO CARGO CLAIMS WILL BE PAID BY ARCBEST UNTIL ALL APPLICABLE SERVICE CHARGES HAVE BEEN PAID. CARGO CLAIMS MAY NOT BE DEDUCTED FROM ANY CHARGES OWED TO ARCBEST.

As to United States origin shipments, a communication in writing from a claimant, filed with ArcBest or a Service Provider within the time limits specified herein must: (1) containing facts sufficient to identify the commodities involved in the shipment(s); (2) asserting liability for alleged loss, damage or injury; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient written claim. Unless provided otherwise herein, 49 C.F.R. 370 shall govern the investigation and disposition of cargo claims for loss and/or damage for both interstate and intrastate shipments.

Unless provided otherwise herein, as to Canadian origin shipments, the applicable provincial or territory Canadian Highway Traffic Act, Uniformed Conditions of Carriage, shall govern the investigation and disposition of cargo claims for loss and/or damage for both inter-province/inter-territory and intra-province/intra-territory shipments.

Unless provided otherwise herein, the following documents are insufficient written cargo claims: Bad order reports, appraisal damage reports, notations of shortages or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, will not be considered by ArcBest or a Service Provider as sufficient to comply with the minimum claim filing requirements specified hereinabove.

Whenever a claim is presented against ArcBest or a Service Provider for an uncertain amount such as “$100 more or less,” ArcBest or the Service Provider shall determine the condition of the commodity involved at the time of delivery, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. ArcBest or a Service Provider shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions hereinabove.

Each cargo claim shall be supported by the initial bill of lading, evidence of the freight charges, if any, and either the initial invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the commodity and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the commodity shown on the bill of lading or where the invoice does not show price or value, or where the commodity involved has not been sold, or where the commodity has been transferred at bookkeeping values only, ArcBest shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms. A prerequisite to the voluntary payment by ArcBest of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the commodity for which the claim is filed has not been received from any other source.

Whenever commodities transported by or through ArcBest is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such commodities, ArcBest after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such commodities. ArcBest shall make an itemized record sufficient to identify the commodities involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, ArcBest shall record on its claim file thereon the claim number assigned, the

amount of money recovered, if any, from the disposition of such commodities, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by ArcBest upon request in return for payment of ArcBest's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, ArcBest shall treat any overage as salvage and after notice shall sell same in accordance with this Tariff. The proceeds of any such sale less ArcBest's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same. ArcBest shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

Claimant waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to ArcBest as a precondition of service. Claimants agree to the forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

C. **Concealed Loss or Damage Commodity Claims**

When damage is discovered after delivery, it should be reported to ArcBest within five (5) days after the commodities were received by consignee. Commodity claims relating to perishable items must be reported verbally within twenty-four (24) hours after the time and date the commodity was received by consignee, with written follow up within forty-eight (48) hours after such time and date. ArcBest will either waive the inspection and advise you to submit a claim, or we will send an inspector to examine the commodity. You must hold the commodity, the shipping container and container packaging content until disposition is given by ArcBest. If the report of commodity loss or damage is made after the date of delivery, the claimant shall be required to present reasonable evidence that the commodity loss or damage was not incurred after delivery of shipment.

D. **Right to Inspect Damaged Commodities**

ArcBest reserves the right to inspect a damaged shipment on the consignee's premises as well as the right to retrieve the damaged shipment for inspection at an ArcBest agent facility. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

E. **Exclusions**

ArcBest and the Service Provider are relieved of any liability for damage to the shipment resulting from the co-loading of the commodities on the same trailer with other commodity 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 other commodity(ies). When the Service Provider is required to drop a trailer for unloading by consignee, liability shall end when the trailer is dropped on consignee's premises. If the report of commodity loss or damage is made after the trailer is dropped, the claimant shall be required to present evidence that the cargo loss or damage was not incurred after the trailer drop. Excluding less-than-truckload shipments, unless loading and/or unloading services are requested and provided in the pricing quote, all shipments are quoted as shipper load, stow and count, regardless of whether it is indicated on the bill of lading. You understand that unless such services are requested and provided in the pricing quote, any service provider assisting in such services will be doing so at your sole direction and convenience and any such action will not be deemed to alter the nature of the shipper load, stow and count shipment.

F. **Cooperation**

You have a duty to cooperate fully with any investigation ArcBest or its agent makes during the commodity claim settlement process and any liability hereunder is contingent upon your cooperation. At a minimum, "cooperate" includes making commodities available for inspection, granting access to transportation and storage transaction

records, and leaving any containers and its packaging content with visible exterior damage packed until they are inspected. All shipments are subject to inspection, including the opening of any piece(s) of any shipment, by ArcBest or Service Providers' sole discretion and with or without notice.

G. Subrogation and Release

Your right to receive payment of an amount from ArcBest in resolution of a cargo loss and/or damage claim shall include the below additional obligations to which you agree to:

- Assign and subrogate to ArcBest at the time of such payment all rights and claims that you have against any other individual(s) or entity(ies) with respect to the paid cargo claim;
- Convey all rights, title and interest in damaged commodities to ArcBest and to make the same available to ArcBest for salvage/recovery;
- Render all reasonable assistance in ArcBest's pursuit of recovery from a third party(ies);
- Authorize us in effecting such recovery;
- Authorize us to file claims and/or lawsuits against any third party in your name(s), and hereby appoint ArcBest as your agent and/or attorney-in-fact, with irrevocable power to collect any and all such claim(s) and to begin, prosecute, settle or withdraw, either in your name and/or our name, but at our expense, any and all legal or other proceedings which we may deem necessary to enforce such claim(s), including proceedings before any tribal or international tribunal, and to execute in your name any documents which may be necessary to carry into effect the purpose of these subrogation rights granted by you to ArcBest;
- You agree to execute any documents which may be necessary to enable us to proceed in accordance herewith, including any pleadings and releases that we may request you to execute;
- You agree that any monies collected from any third party through these subrogation rights are solely our property; and
- To fully and finally release ArcBest, in writing if requested by ArcBest, from any and all liability regarding the cargo claim for which ArcBest makes payment to you in settlement of your claim and further in accordance with confidentiality provisions contained in such written release

H. Household Goods or Personal Effects Dispute Resolution

Alternative Dispute Settlement ("ADS")

1) **Policy**: When issues or disputes with respect to personal effects service, including, but not limited to, all disputes regarding personal effects loss, damage and/or charges (collectively referred to as "disputes"). ArcBest is committed to work with you in good faith to resolve disputes, and ArcBest expects you to do the same. ArcBest has found the ADS process to be a cost-effective, fair and quick way to resolve disputes through the U.S. Better Business Bureau ("BBB"), via document submission, teleconference and/or personal appearance. You and ArcBest agree that all disputes and any claims arising hereunder for personal effect if such cannot be resolved informally between you and ArcBest shall be resolved by an ADS process through an Arkansas BBB located in the State of Arkansas, United States, subject to the personal effects and other liability limitations set forth herein.

2) **Costs of ADS**: You and ArcBest will each pay one-half of all costs to institute ADS through BBB unless the BBB determines that ArcBest should pay a larger portion. In BBB's decision, the BBB may determine which party shall pay the cost or a portion of the cost of the ADS proceeding. ArcBest and you agree that the BBB cannot award attorneys' fees to you, ArcBest or any third party. You and ArcBest further agree that each one will be responsible for their own respective attorneys' fees, if any.

3) **Procedure:** For household goods shipments only, upon your request ArcBest will provide you with information to institute an action with the BBB to resolve any dispute between you and ArcBest through ADS. For any disputes or cargo claims not resolved informally between you and ArcBest, which were properly filed by you with ArcBest within the applicable period and you must: (1) file your dispute or claim with the BBB within two (2) years of the completion of the service provided through ArcBest or, if no completion, within two (2) years of when completion was expected, and (2) notify ArcBest in writing of your intention to seek ADS. If you do not file (1) your personal effects claims with ArcBest within the nine month period or (2) an appropriate ADS form with the

BBB to institute ADS to resolve your dispute or other claims within the applicable two (2) years periods, then the expiration of either time period shall be a complete and absolute defense to any disputes, including any action at law or in equity, without regard to any mitigating or extenuating circumstances or excuses whatsoever. Below is a link to information that explains the ADS procedure: http://www.bbb.org/us/moving-and-storage-issues/.

4) **Binding ADS Decision**: ADS shall be binding for all related household goods and personal effects disputes regardless of amount. A BBB final decision issued is binding and means you and ArcBest will be legally bound to abide by the BBB decision and comply with the decision terms. ArcBest and you waive and give up any right to sue the other in court on any disputes, including cargo claims, unless ArcBest and you fail to perform according to the BBB's decision. If ArcBest and you fail to perform in accordance with BBB's decision, the other party may utilize a court system to only enforce the BBB's decisions. ArcBest and you agree that neither the BBB nor any court shall be authorized to award either party attorneys' fees or any indirect damages, e.g., consequential, incidental, special, multiplied or punitive damages.

Optional Excess Liability Coverage

You acknowledge that ArcBest's offered pricing is based on, and is in consideration of, certain commodity or cargo liability limitations as set forth herein or as indicated on the applicable price quote. At your option, you can request different commodity liability limitations at different offered pricing by contacting your account manager or calling 1-877-279-8090. Optional excess commodity liability coverage ("ELC") must be requested prior to shipment pickup or placement in storage and shall be included in writing on the price quote and bill of lading or in the body of the bill of lading if published pricing is applicable to the shipment. ArcBest reserves the right to refuse services when the request for ELC is deemed by ArcBest to be an unacceptable risk or for any other reason.

Requests for ELC will result in increased charges and such charges are to be paid by the party responsible for payment of service charges. Excess liability coverage is not and will not be considered as insurance. Excess liability coverage will only apply to services which meet the specific provisions outlined herein, including meeting NMFC 100 series and other industry minimum packaging requirements unless other standards are specifically required herein.

When optional excess cargo liability is requested for other than new commodities, the maximum aggregate liability assumed by ArcBest or the Service Provider will not exceed $5.00 per pound per lost or damaged package. For other than new commodities to be eligible for ELC, the shipment must be packaged so as to meet NMFC 100 series and other industry minimum packaging requirements (unless other standards are specified herein) for a similar commodity or commodities. Failure of the shipper to declare that a commodity is "other than new" shall not alter the application of this provision. Commodities that are "other than new" shall include but not be limited to used, refurbished, rebuilt, trade show displays, other used displays, returns and remanufactured commodities.

In no event shall ArcBest's or Service Providers' liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise agreed to between you (or beneficial owner) and ArcBest.

Cargo Liability Exclusions

ArcBest and any Service Provider will not be liable and will not pay for commodity loss and/or damage caused directly or indirectly by any of the following events. Any such commodity loss or damage is excluded regardless of any cause or event that contributes concurrently or in any sequence to such loss and/or damage:

- Any weapon employing atomic fission or fusion;
- Nuclear reaction or radiation, or radioactive contamination from any other cause;

- War, including undeclared or civil war;
- Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these events;
- Terrorism
- Delay, loss of use, loss of market, loss of income or any other consequential, incidental or indirect damages;
- Dishonest or criminal acts by you, your partners, directors, trustees, officers, members, employees or independent contractors, agents or servants; or
- Any costs, fines or penalties you incur from any contractual obligation to a third-party
- Any costs, fines or penalties you incur for your violation of any law or regulation
- Any virus or pandemic, whether directly or indirectly contributes to the cargo loss and/or damage.

Prohibited Commodities

The following commodities will not be accepted for any services. If ArcBest does accept such commodities, ArcBest and the Service Provider will not be liable or responsible for any loss and/or damage caused to the following commodities:

- Accounts, bills, bills of exchange, bank bills, bonds, deeds, mortgages, letters of credit, evidence of debts, furs, passports, lottery or other tickets, stamps, postage stamps, money, stock certificates, currency (including coins), securities, checks, drafts, notes, promissory notes, evidence of debt, commercial paper, negotiable instruments or securities, post, blueprints, mechanical drawings, manuscripts, other valuable paper or records, bullion or bullion coins, coins, precious stones or metals (including but not limited to pearls, platinum, gold or silver whether cut or uncut, precious metal scrap), abstracts, paintings, etchings, drawings, rare books, tapestries, sculptures, fossils, artifacts, statuary and other bona fide works of art, rarity, antiquity, historic value or artistic merit (See Note 1 below);
- Ammonia Solutions UN2672
- Any commodities capable of containing blood borne pathogens, including, but not limited to, bodily fluids, blood, plasma, recycled plasma, recycled plasma, organs, tissue or medical waste;
- Any hazardous shipment not acceptable for transport by air under United States Federal Aviation Administration or Transportation Safety Administration;
- Any shipment that is prohibited by law or regulation of any federal, national, state, provincial or legal government of the county of such shipment's origin or destination;
- Asbestos NA 2212;
- Cigarettes, cigars, snuff, hookah and other tobacco products, including any accessories, components or paraphernalia, whether containing nicotine or not;
- 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 PIH Zone B (over 119 gallons for liquids and greater than 1000 gallons water capacity for gases;
- Class 6.2 Infectious substances;
- Class 7 Radioactive materials;
- Coal or carbon;
- Commodities with elevated temperatures;
- Corpses;
- Division 1.5 (explosives) over 1,000 lbs. requiring placarding;
- Ethanol and Gasoline Mixture (UN 3475);
- Explosives 1.1, 1.2, 1.3;
- Firearms (See Note 4 Below)
- Fish scrap, green;

- Flowers, fresh cut;
- Fruit, fresh;
- Gasoline UN & NA 1203;
- Hazardous and non-hazardous wastes;
- Hazard Class and Division 2.3 materials;
- Hemp, in any form, including CBD;
- Human or animal remains, hides, skins or bones, inedible;
- Hydrofluoric Acid (UN1052, UN1786, UN1790)
- Jewelry, other than costume or novelty jewelry, or items of unusual value (See Note 1 below);
- Letters, with or without stamps affixed (See Note 2 below);
- Live animals, insects, vermin, organisms, mammals, reptiles, rodents, birds, poultry, fish or marine life, whether wild or domesticated;
- Live or active viruses, bacteria or disinterred;
- Livestock;
- Marijuana (including medical marijuana) and any other illegal drugs, including any accessories, components or paraphernalia;
- Museum exhibits or articles of antiquity (See Note 1 below);
- Nitrocellulose with alcohol, 4.1, UN2556, PGII;
- Original works of art (See Note 1 below);
- 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; or
- Revenue stamps (See Note 3 below);
- Shipments that require ArcBest or Service Providers to obtain a federal, state or local license for carriage;
- Shipments moving into or out of the United States that require United States Department licenses, letters of credit, CARNET or perishables and foodstuffs regulated by the United States Food and Drug Administration;
- Smokeless Powder for Small Arms NA 3178 (over 100 lbs.);
- Straw or hay, fresh cut or dried, in unfinished, loose or baled form;
- Valuable papers of any kind;
- Vaping products, including e-cigarettes, electronic nicotine delivery systems, vaping liquids, components, accessories or paraphernalia, whether containing nicotine or not;
- Vegetables, fresh or green, other than cold-pack;

Note 1 - Transport allowed under Ground Expedite services with pre-notification so that proper insurance can be obtained.

Note 2 - United States Mail will be accepted when the consignor and consignee are United States Post Offices.

Note 3 - Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

Note 4 - Exclusive to shipments handled by ABF Freight, ABF Freight will transport and deliver firearms as defined by the Title 18, Chapter 44 and Title 26, Chapter 53 of the United States Code between areas served in the U.S., between: (i) licensed importers; licensed manufacturers; licensed dealers; licensed collectors as defined in Title 18, Chapter 44 of the United States Code; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or (ii) where not prohibited by local, state, provincial or federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).

At the time of tendering the shipment to ABF Freight, shipper is required to notify ABF Freight that the shipment contains a firearm. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling.

For Ground Expedite service, the transport of metal coils, sheet metal or powered industrial equipment is not allowed on equipment types other than flatbeds unless specifically agreed to in writing by ArcBest.

When prohibited or excluded commodities are included in services we arrange for or provide to you, ArcBest reserves the right to collect from you the costs or monetary amounts caused by or arising out of the services provided for any prohibited or excluded commodities, including, but not limited to costs for:

- Cleanup and repairs to trailers and other equipment;
- All cargo claims, including, but not limited to, any cargo loss and/or damage;
- All personal injuries, including death;
- Damages and/or loss of use of equipment or other personal property;
- Payment of freight charges; and
- Attorneys' fees and litigation costs.

ArcBest is not obligated to arrange or service providers receive any commodity likely to impregnate or otherwise damage other commodities or provided equipment. Such commodity may be accepted and receipted for "subject to delay for suitable equipment" or may be refused for lack of suitable equipment.

A. Shipments Accepted Under Special Conditions

Shipments with a declared value exceeding the applicable maximum commodity liability limits will be accepted only if advance arrangements have been made with ArcBest.

Shipments containing liquids or odors that have the potential to permeate or otherwise damage other shipments or equipment, will only be accepted if advance written arrangements have been made with ArcBest.

Shipments requiring special handling devices, special attention or care en route will be accepted only if advance arrangements have been made with ArcBest. Any special devices necessary for the safe handling of a shipment shall be provided by and at the expense of you.

Food products - Fresh, frozen, dried or dehydrated will be accepted only if such products meet all laws, ordinances or other government rules or regulations governing the shipment of such commodities (applies to United States shipments only) and such products do not require refrigeration for safety and are transported in completely enclosed containers, which means that such container physically separates the food from the environment and protects it from environmental contamination during transportation.

Shipments of firearms will be accepted only if (i) the shipment is between licensed importers, manufacturers, dealers or collectors of firearms or weapons according to the United States Gun Control Act of 1968, as amended, or as allowed per applicable Canadian laws and regulations, and (ii) the signature of a person 21 years of age or older is required at delivery.

Clothing, apparel or garments on hangers and/or on racks will be accepted only if advance arrangements have been made with ArcBest.
Any commodities of an inherently dangerous nature as defined by the International Air Transport Association.

Hazardous Materials or Dangerous Goods Regulations, including, but not limited to, toxic materials, common fireworks, explosives, medical waste, or blood, urine, or other bodily fluids containing infectious substances.

Shipments of data tapes that contain sensitive information will be accepted only if advance arrangements have been made with ArcBest.

Shipments that require residential pickup and carrier packing/loading.

ArcBest and Service Providers will not handle metal coils, sheet metal or powered industrial equipment on anything but flatbeds unless specifically approved in writing by ArcBest.

You accept all U.S. Department of Transportation requirements governing marking, labels, placarding and transporting of hazardous materials and all applicable Canadian Transportation of Dangerous Goods Act regulations, governing markings, labels, placarding and transporting of dangerous goods. Hazardous material shipments weighing 1,001 lbs. or more must be loaded on a straight truck or vehicle or greater size subject to shipment's physical dimension. You must provide ArcBest with advance notice of any shipment of hazardous materials, as that term is used and defined in the U.S. Hazardous Material Transportation Act, or Dangerous Goods, as that term is used and defined in the applicable Canadian Transportation of Dangerous Goods Act. Prior to transportation, you shall provide ArcBest with a current Material Safety Data Sheet for the hazardous material or dangerous goods shipment. You are required to ensure that any hazardous material or dangerous goods are properly packaged, secured and labeled pursuant to all applicable federal, national, provincial and state laws and regulations. ArcBest reserves the right to reject any shipment of hazardous materials or dangerous goods for any reason or no reason.

General Commodity Provisions

A. Packaging and weight calculation

The term "package" or "piece" 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 over packed in an additional complying package, ArcBest and the Service Provider's aggregate 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 over packed in an additional complying package.

ArcBest or Service Providers will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. ArcBest and Service Providers will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

Shipments must be so packed, braced, loaded and secured as to ensure safe transportation with ordinary care in handling. Any commodities susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels. Each piece must be legible and durably marked with the name and address of the shipper and consignee. ArcBest or Service Providers shall not be held liable for any personal injuries or property damage as a result of a shipment being improperly packed, braced, loaded and secured.

B. Hazardous Material and Dangerous Goods

If you request services for hazardous material, explosives, or dangerous goods, without previous full written disclosure to ArcBest of their nature, you shall be liable for and indemnify, defend and hold harmless ArcBest and its Service Provider against all liabilities and damages, including attorneys' fees and litigation costs caused by such commodities. Such commodities may be warehoused or destroyed at your risk and expense without compensation to you.

C. Food Safety Modernization Act

You agree that for purposes of the U.S. Food Safety Modernization Act ("FSMA"), ArcBest shall not be considered the "shipper" nor responsible for the duties of a shipper under the FSMA, you shall retain all duties and obligations as the shipper under the FSMA.

D. Refused Shipments

If the consignee refuses services tendered, or if the service provider is unable to complete services, because of fault or mistake of the consignor or consignee, the service provider's liability shall then become that of a warehouseman, but such liability shall never exceed the limitations in this Tariff. 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 the bill of lading. Storage charges and/or detention charges shall start no sooner than the next business day following the attempted notification. Storage may be, at our option, in any location that provides reasonable protection against loss and/or damage. ArcBest may place the shipment in storage at private, public, or contract warehouses at your expense and without liability to ArcBest.

If ArcBest does not receive disposition instructions within forty-eight (48) hours of the time we 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 ten (10) days of that notification, we may offer the shipment for sale at a public or private auction or sale and ArcBest will have the right to offer commodities for sale concurrently. The amount of proceeds from the sale, excluding costs and expenses incurred, will be applied to your invoice for transportation, storage and other service charges. You will be responsible for the balance of charges not covered by the sale of the commodities. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to you, upon claim and proof of ownership.

Where ArcBest has attempted to follow the procedure set forth herein and the procedure provided herein is not possible, nothing herein shall be construed to abridge the right of ArcBest, at our option, to sell the commodities under such circumstances and in such manner as may be authorized by applicable law. When perishable commodities cannot be delivered and disposition is not given within a reasonable time, we may immediately dispose of perishable commodities.

No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The customer, shipper or consignee shall remain liable jointly and severally, for any deficiency.

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

E. Alternative Delivery Location/Waiver of Delivery Receipt

Where we are directed by customer, shipper or consignee to unload or deliver commodities at a particular location where shipper, consignee, or the agent of either, is not regularly located, and/or when freight is consigned to a location where no representative of the consignee is present to sign the delivery receipt, the shipment will be delivered, unloaded, and left unattended at the place designated. Neither ArcBest nor Service Provider shall be responsible for any loss or damage after delivery has been made or for any damage to the freight, property or personal injury arising out of acts or omissions after delivery was completed.

Hazardous Materials or Dangerous Goods

You shall comply with all applicable laws and regulations relating to the transportation of hazardous materials or dangerous goods to the extent that any commodities constitute hazardous materials or dangerous goods. You are obligated to notify ArcBest prior to any price quote if any shipments constitute hazardous materials or dangerous goods. You shall indemnify, defend and hold harmless ArcBest, carriers, warehouseman, and any other service provider from any and all liabilities, damages, penalties, fines, costs, including reasonable attorneys' fees and litigation costs, arising out of your failure to comply with applicable hazardous materials or dangerous goods laws and regulations or notify ArcBest. Moreover, you shall comply with all applicable federal, national, state, provincial and local laws and regulations, including, but not limited to, U.S. Homeland Security, U.S. Transportation Security Administration, and U.S., Canadian and Mexican Customs, as applicable. Commodities which are subject to USDOT's hazardous materials or Canadian dangerous goods regulations must be described on bills of lading, air waybill and shipping orders as shown in those regulations. Abbreviations must not be used.

Hazardous material shipments weighing 1,001 lbs. or more must be loaded on a straight truck or vehicle of greater size subject to shipment's physical dimensions.

Prior to transportation, you shall provide the Service Provider with a current Material Safety Data Sheet for the hazardous material shipment. You are required to ensure that any hazardous material or dangerous goods are properly packaged, secured and labeled pursuant to all applicable federal, national, provincial and state laws and regulations. ArcBest reserves the right to reject any shipment of hazardous materials or dangerous goods for any reason.

Hazardous or radioactive materials and dangerous goods will be charged at the applicable rate plus a surcharge of $125.00, in addition to all other charges.

A. **Broker and/or 3PL Customers**

If you are a broker, freight forwarder, third party logistics provider, shipper or consignee agent, or otherwise not the beneficial owner of the commodities tendered for shipment or services, you hereby represent and warrant that you have authority to bind your customer or principal to the terms and conditions of this Tariff and the limitations herein.

Furthermore, and in addition to any other defense and indemnification obligations in this Tariff, you shall indemnify, defend and hold harmless ArcBest and Service Providers utilized hereunder for any and all claims, causes of action, liabilities and damages, including attorneys' fees and litigation expenses from any of your customers, principals or any cargo claimant with a beneficial ownership interest in the cargo for any cargo claim arising from shipments or services tended by you under this Tariff where such claimants are seeking cargo liability and damages in excess of the applicable cargo liability limitations and other liability limitations set forth herein.

Customs

A. **Shipments Awaiting Customs Release**

Shipments awaiting Customs Release by U.S. Customs and Border Protection or Canada Border Services Agency will be subject to the applicable detention charges, storage charges and/or customs examination fees and such charges and fees shall be paid by you. Detention charges, if any, will be assessed against you. 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.

B. Export or Import Shipments

Export or import shipment must be accompanied by all papers necessary to comply with the requirements of governmental authorities. You must furnish all invoices, documentary evidence and declarations, including duties, fees and other charges which may be imposed or assessed against the commodities transported. ArcBest will in no way be responsible for delays to commodities transported nor for commodities held by any government agency for any reason whatsoever. Where all necessary requirements of such authorities are not complied with, and through no fault of ArcBest, additional expenses and/or fines are incurred in order to comply with such requirements, those expenses may be advanced by ArcBest and shall become a charge to the commodities. Delivery will not be made until such charges are paid or guaranteed by you.
When shipments must be held by ArcBest, Service Providers, or any third party pending compliance with Customs regulations, as a result of your or your representative's improper action or inaction, a charge will be made for the service to clear Customs, warehouse, or transport commodities to destination. ArcBest shall not be liable for any delay caused by processing or transporting commodities through Customs.

In the event that ArcBest advances payment of duties, tariffs, and associated fees and costs on behalf of the shipper or consignee, the charge for ArcBest advancing such payment shall be 2% of the amount advanced.

C. Puerto Rico (Electronic Export Information)

The U.S. Census Bureau requires the Electronic Export Information, formerly known as Shippers Export Declaration (SED) to be filed in the Automated Export System for each Puerto Rico or U.S. Virgin Island shipments having a declared value exceeding $2,500.00, or whenever a validated export license is required to export the commodity, unless otherwise exempt by U.S. federal regulations. You or your representative will be responsible for preparing and filing all required export documentation.

D. Customs Brokerage

On shipments moving between Canada and points in the United States and/or Mexico where ArcBest acts to facilitate the association of you with a Customs broker for the creation of the entry with Customs, a fee in the amount of $48.83 USD 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 Customs broker for the administrative services it 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.

Miscellaneous

A. Notations

Notations on the bill of lading, air waybill, manifest, delivery receipt or any shipping document with regard to rates, charges, commodity classification, terms, conditions or other information will be considered for information purposes and nonbinding on ArcBest, and will neither remove nor modify applicable actual rates, charges, commodity classification, terms and/or conditions of any services under this Tariff or the applicable pricing quote or written agreement.

B. No Exclusivity

You understand and agree that this is a non-exclusive agreement. You are not restricted from tendering commodities to other brokers, freight forwarders, third-party logistics providers or directly to carriers. ArcBest is not restricted from performing, arranging and/or managing services for other individuals or entities.

C. Force Majeure

In the event ArcBest, Affiliates or Service Provider(s) are unable to perform, manage, or arrange services as required hereunder as a result of acts of God, war, insurrection, public enemy, labor dispute, strike, terrorism, intervention of any government authority, law or regulation, weather, traffic, road conditions, virus, pandemic or any other like causes, the applicable transportation and/or service obligations shall be suspended for the duration of such period. If ArcBest, Affiliates or Service Provider(s) are unable to perform as a result of a force majeure condition(s), your sole remedy is to immediately terminate services under this Tariff by providing written notice to ArcBest, provided that you are still liable for payment of all charges incurred through the date of termination and all charges incurred by ArcBest in returning your cargo.

D. Impracticable Operations

Services will not be performed at any site for which it is impracticable to operate vehicles and/or equipment because of: the condition of roads, streets, driveways, alleys or approaches thereto; inadequate loading or unloading facilities; or strikes, labor disputes, riots, terrorism, acts of God, the public enemy, the authority of law, the existence of violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any acts beyond the control of ArcBest, its Affiliates or its Service Provider(s). ArcBest reserves the right to refuse to arrange, perform and/or manage any services based upon its condition, packaging, inherent risk, likelihood to damage or delay other commodities, its difficulty in loading or stowage, its likelihood to suffer damage or loss, or for any other reason.

E. Indemnification

You agree to be jointly and severally liable to indemnify, defend and hold harmless ArcBest, Affiliates, Service Providers, their parent company, and their affiliates, subsidiaries, directors, officers and employees (hereinafter “indemnitees”) from and against any and all claims and causes of action for liabilities and damages, including, but not limited to, direct, indirect, incidental, consequential, special, punitive or multiplied damages, fines, penalties, attorneys’ fees, litigation and governmental agency hearing expenses and costs incurred for: (1) personal injuries, including death, caused by you or your commodities; (2) property damage, including environmental damage and restoration, caused by you or your commodities; (3) breach of our agreement, which includes this Tariff or in any other documentation applicable to the shipments hereunder, or any other agreement between you and a third party; (4) non-compliance with any applicable laws and regulations by you as to services hereunder requested by you; (5) any claims made against indemnitees for alleged or actual wrong in taking custody of and/or arranging services with respect to your commodities; (6) injury and/or death to any person or property caused by any commodity during services provided to, arranged or managed for you; (7) violation of another person’s or an entity’s rights in connection with your engagement of ArcBest for services hereunder; or (8) which indemnitees may incur, suffer or disburse by reason of your and/or other third party’s(s’) default with respect to the shipment(s).

You warrant that all shipments will be suitable for transportation by air, properly marked, Identified and described on the notice of tender and shipping documents at time of tender. To the fullest extent permitted by law, you will indemnify, defend and hold harmless Indemnitees from all liabilities, fines or claims arising out of misidentification of hazardous materials or dangerous goods shipments tendered in violation any law, regulation or this Tariff.

In tendering shipments to ArcBest, you agree to indemnify, defend and hold harmless indemnitees from any claim for liability, loss, damage or delay in excess of the restrictions imposed by these service conditions or the limits of liability set forth herein.

F. Liability Limitations

You agree that if ArcBest is found liable for any damages to you of any kind resulting from any cause of action, including, but not limited to, in connection with the operation of any digital tools, software, websites, the service offerings hereunder or your use thereof, any request for estimate of service charges, services reservation or purchase of services, or services arranged and/or performed for you, ArcBest’s total liability to you shall not exceed the service applicable liability limitations herein, including those governing cargo loss and/or damage. In no event shall ArcBest be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.

IN ADDITION TO THE FOREGOING, IN NO EVENT WILL ARCBEST OR SERVICE PROVIDERS BE LIABLE, AND HEREBY DISCLAIM RESPONSIBILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLIED OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR DATA, OR ANY OTHER PECUNIARY LOSS) FROM DELAYS OF ANY KIND OR ANY OTHER ACTS OR OMISSION BY ARCBEST, ITS WAREHOUSEMAN, CARRIERS OR OTHER SERVICE PROVIDERS WHETHER FORESEEABLE, UNFORESEEABLE, DISCLOSED OR UNDISCLOSED WHICH MAY ARISE OR IS CAUSED FROM ANY SERVICES HEREUNDER.

Neither ArcBest nor Service Providers shall be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, mis-delivery, non-delivery, misinformation or any failure to provide information, except such as may result from their sole negligence. Neither ArcBest nor Service Providers shall be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, mis-delivery, non-delivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- The act, default or omission of any person or entity, other than ArcBest, including those of any local, state or federal government agencies.
- The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- You or your designated agent's violation of any of the terms and conditions contained herein, as amended or supplemented, or on an AWB or ABOL, including, but not limited to, the improper or insufficient packing, securing, or falsely marking, declaring, describing or addressing of shipments or cargo, or use of an ArcBest account number not in good credit standing, or failure to give notices in the manner and time prescribed.
- Perils of air, road, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, us, other carriers, vendors or suppliers), natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel or agents, and disruption or failure of communication and information systems (including, but not limited to, our systems).
- Our compliance with verbal or written delivery instructions from you or your agent.
- Damage or loss of commodities packaged and sealed by you or your agent's direction, provided the seal is unbroken at the time of delivery, the shipment or piece retains its basic integrity and the consignee accepts the shipment without noting the loss and/or damage on the delivery record.
- Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
- Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- Our failure to honor "shipment orientation" graphics (e.g. "UP" arrows, "THIS END UP" markings), "FRAGILE" labels or other special directions concerning shipments.

- Your failure to ship commodities in packaging approved by ArcBest prior to shipment where such prior approval is recommended or required.
- The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs.
- The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.).
- Your use of an incomplete, inaccurate or invalid ArcBest customer account number or your failure to provide a valid ArcBest customer account number in good credit standing in the billing instructions or shipping documentation.
- Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
- Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other commodities when not enclosed in outer packaging, whose outer finish might be damaged by adhesive labels, soiling, marking or rubbing against other commodities or equipment.
- The shipment of perishables.
- Your failure to provide accurate delivery address information.
- The shipment of computers or any components thereof or any type of electronic equipment when shipped in any packaging other than the manufacturer's original packaging.
- Any shipment containing a prohibited or excluded commodity(s).
- Our provision of advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by ArcBest and the writing expressly accepts liability in the event of a damaged shipment.
- Failing to meet our delivery commitment of any shipments with an incomplete or incorrect address.
- Damages indicated by any shockwatch, tiltmeter or temperature instruments.
- Loss or damage to any shipment for which ArcBest has no record of receipt.
- Loss or damage to alcohol shipments unless ArcBest has pre-approved your packaging prior to shipment.
- Dangerous-goods shipments, including any and all hazardous materials or dangerous goods that you did not properly declare, including proper documentation, markings, labels and packaging. ArcBest will not pay a claim on undeclared/hidden hazardous materials or dangerous goods.

You agree that ArcBest and Service Providers shall only be liable for any loss and/or damage to cargo that is the direct result of the negligence of ArcBest or a Service Provider for that particular shipment.

Unless otherwise provided in the price quote or this Tariff, ArcBest's and Service Provider's liability for cargo loss and/or damage shall be limited to lesser of: (1) the actual value of the commodities lost or damaged; (2) $0.10 per pound per lost or damaged package; or (3) $7,500 per trailer, ReloCube or other moving container. When services are available from or to a point in Mexico, ArcBest and Service Providers shall not be liable for cargo loss or damage which occurs in Mexico during the shipment or Services provided.

Notwithstanding any provisions in this Tariff, if all or any part of commodity is carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitations of liability specified by the “Carriage of Good by Sea Act” and any other pertinent laws applicable to water carriers.

Shortages and/or damage must be noted on the bill of lading or air waybill by the consignee or the consignee's agent at the time of delivery. Notice of intent to file a claim for concealed damage must be filed in writing with ArcBest within five (5) days of delivery.

The limit of liability for shipments tendered for movement in international air service shall be the limit established by the Montreal Convention or other applicable treaty. Similarly, the limit of liability for cargo loss or damage occurring while in the possession of ground service providers prior or subsequent to an international air shipment shall not exceed the limitation applicable to an international air service.

You have the option to request excess liability coverage at an additional charge and increase the limit of ArcBest’s and Service Providers’ liability up to the shipment’s actual value; however, such option must be exercised by written agreement, at the time of booking, setting forth the limits of ArcBest’s and Service Providers’ liability and the compensation due ArcBest, and must further be set forth in the body of the bill of lading or air waybill.

Unless you make specific written arrangements for excess liability coverage with ArcBest and pay an additional carriage charge, and such request is indicated on the price quote and BOL, cargo liability is limited to the amount set forth in this Tariff.

Receipt of the shipment by the consignee or the consignee's agent without notation of shortage, loss or damage will be prima facie evidence that the shipment was delivered in good condition.

No cargo claim will be processed by ArcBest until all transportation charges have been paid. Amounts for any claims may not be deducted from transportation charges. Shipments and their containers and packaging materials must be retained and made available to ArcBest for the purpose of inspection for up to fifteen (15) days after written notification to ArcBest that a claim is pending.

All limitations upon, and exceptions and defenses to, liability applicable to ArcBest shall be automatically extended to its parent, subsidiaries, Affiliates and Service Providers and their members, directors, officers, employees, agents and servants of each of the foregoing.

All defenses, exemptions, limitations of, and exonerations from liability provided by law or contract to any and all agents, servicing carriers, any other carriers, brokers or freight forwarders, and all terminal operators, warehousemen, and all independent contractors whatsoever providing or arranging services hereunder, including their employees and representatives, shall also be available to ArcBest. Likewise all liability limitations herein shall be the aggregate liability for ArcBest and any Service Provider. The limitations hereunder shall limit the liability of all Service Providers who perform services for you.

G. **Waiver of Special Damages**

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE, AND HEREBY DISCLAIM RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLIED OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) DAMAGES, OR OTHER INDIRECT COSTS, FEES, OR CHARGES FROM FAILURES OR DELAYS OF ANY KIND ARISING HEREUNDER OR CAUSED BY ANY OTHER ACTS OR OMISSIONS OF ARCBEST OR ITS SERVICE PROVIDER WHETHER OR NOT FORESEEABLE OR DISCLOSED. ADDITIONALLY, NO BREACH OF THIS AGREEMENT, WHETHER MATERIAL OR IMMATERIAL, OR MATERIAL DEVIATION IN PERFORMANCE HEREUNDER WILL EXTEND ARCBEST’S AND ITS SERVICE PROVIDERS’ AGGREGATE LIABILITY BEYOND THE LIMITATIONS SPECIFIED IN THIS TARIFF.

H. Independent Contractor

You and ArcBest shall be responsible for the hiring, discipline, discharge and payment of its respective employees. You and ArcBest shall secure all necessary permits, licenses and authorities required for our respective employees and provide for payment of all local, state, provincial and federal payroll and other taxes, its workers' compensation, all employee benefit contributions, insurance, taxes, contributions for unemployment insurance, social security and old age benefits, and any other related employee expenses required for our respective employees' employment.

I. Assignment; Integration; Titles, Headings, and Captions

1) **Assignment**

You may not assign your rights, duties and/or obligations contained in any agreement with us for services without our express prior written consent. Any such purported assignment or transfer by you without ArcBest' prior written consent shall be null and void and of no force or effect, and shall vest no rights or interests in the purported assignee or transferee.

2) **Integration**

Your agreement with us for services consists of various electronic and hardcopy documents, all of which may be executed in counterparts, shall be deemed originals, and together with this Tariff, shall constitute the same and entire agreement between you and us.

3) **Titles, Headings, and Captions**

Titles, heading and captions in this Tariff are provided for convenience only and shall not be used to construe meaning or intent.

J. Waiver

No provision of this Tariff shall be waived by ArcBest or any Service Provider except by a written document signed by duly authorized representative. ArcBest's or any Service Provider's failure in any instance to enforce or insist upon your performance of or compliance with any of the terms, covenants or conditions of this Tariff or to exercise any right or privilege herein, or a written waiver of any of the terms, covenants or conditions of this Tariff, shall not be construed as thereafter waiving any such term, covenant, condition, right or privilege, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

K. Default and Remedy

Any one of the following shall constitute an event of default and material breach by you and shall be considered a material breach of this Tariff and any applicable contract between you and ArcBest: (i) Your failure to make any payment to ArcBest as required to be made under the terms of this Tariff; (ii) Your failure to perform, keep or observe any covenant, agreement, term, provision or condition contained in this Tariff; (iii) Any inaccurate representation made by or on behalf of you in or pursuant to the provisions of this Tariff; or (iv) You become insolvent, or makes a transfer in fraud of creditors, or files a petition in bankruptcy, or have an involuntary bankruptcy petition filed against you, or make an assignment for the benefit of creditors, or have a proceeding filed against you seeking to appoint a receiver, or admit in writing an inability to pay, or generally fails to pay your debts as they come due.

After the occurrence of any event of material breach or default herein, we shall be entitled to immediately terminate further services. Termination of services shall not affect your liability to ArcBest by reason of any act, default or occurrence prior to such termination or any liabilities or obligations of you that accrued prior to termination and such liabilities or obligations shall survive any termination of services.

L. **Notices**

All notices and other communications required to be given by you to ArcBest shall be at the address indicated hereafter, and to you at the address set forth in the applicable pricing quote. All such notices shall be in writing and shall be delivered in person, overnight delivery services, or sent by United States certified mail, return receipt requested and postage prepaid. Any such notice or other communication is effective upon receipt by the addressee. Such addresses may be changed by you or ArcBest upon written notice to the other as provided in this section. ArcBest may change our address by publicly issued notice, posting on our website, press release, or reissue of this Tariff.

To ArcBest: ArcBest II, Inc.
Attn: Director Pricing & Supply Chain Analytics
8401 McClure Drive
Fort Smith, AR 72916

With a copy to: ArcBest Legal Department
Attn: Deputy General Counsel
8401 McClure Drive
Fort Smith, AR 72916

M. **Compliance with Law**

You agree to fully comply with all applicable international, federal, provincial, state and local laws, ordinances, orders, rules and regulations relating to the transportation and other services to be arranged, managed and/or performed for you under this Tariff.

N. **Severability and Survivability**

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

Notwithstanding the termination, cancellation or completion of services, any rights, duties or obligations which have been created and/or incurred due to services which has not been fully observed, performed, satisfied, enforced or discharged, shall survive such termination, cancellation or completion of services if brought within the applicable statutes of limitation period.

O. **Class Action Lawsuit Waiver**

You agree not to sue ArcBest as a class plaintiff or class representative, join a class as a member or agree to consolidate your action into or participate as an adverse party in any way in a class action lawsuit against ArcBest. However, nothing herein limits your rights to bring an individual claim against ArcBest as provided herein.

P. **Contract Language**

As to Canadian and Mexico services, Les parties ont specifiquement convenu d'avoir ce contrat redige en anglais. The parties intend the foregoing French sentence to mean, "The parties have specifically agreed to have the contract written in English." Los dos partes solicitaron y acordaron especificamente que este acuerdo sea escrito en el dioma ingles. The parties intend the foregoing Spanish sentence to mean, "The parties specifically agree that the Agreement be written in the English language.

Q. Authorized Signatures; Electronic Signatures; Electronic Storage

1) **Authorized Signatures**

An officer or authorized director of ArcBest are the only representatives or employees authorized to modify the provisions of this Tariff. No other representative of ArcBest is authorized to modify this Tariff. Moreover, neither a Service Provider nor its driver, warehouseman, nor anyone else may modify this Tariff. A bill of lading, air waybill, warehouseman receipt or other document signed by a driver, warehouseman or any other Service Provider only acknowledges receipt of the commodities. Continued use of a non-ABOL or non-AWB will not constitute an implied acceptance of the terms and conditions in such document. You represent and warrant that you possess the legal ability and authority to create a binding legal obligation and the full and unfettered legal right, authority and ability to engage ArcBest for services.

2) **Electronic Signatures**

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).

a. **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.)
b. **Digital Signature** – An electronic signature using asymmetric cryptography to encrypt and decrypt messages.
c. **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.

3) **Electronic Storage**

Where ArcBest is required to retain records of documents either by statute or other agreement, such records may be retained by an electronic record of the electronic, digital or digitized signature. ArcBest and you intend to allow for the electronic imaging and storage of this Tariff, any other agreements, and any of the transactional documents produced hereunder, and the admissibility into evidence of such an image in lieu of the original paper versions. ArcBest and you stipulate that any computer printout of any such images shall be considered to be an "original" under the applicable court or ADR rules of evidence when maintained in the normal course of business and shall be admissible to the same extent and under the same conditions as other business records maintained in paper or hard copy form. ArcBest and you agree not to contest, in any proceeding as to the admissibility, validity, or enforceability of such images because of the fact that such image was stored or handled in electronic form.

R. Confidentiality

In order to arrange services for your commodities, and in further allowing ArcBest to legally transact business and improve efficiencies, you agree to allow ArcBest and Affiliates to disclose or release information, including, but not limited to, personal and services information, for the following purposes: (a) as required by applicable laws and regulations; (b) to auditors, consultants or attorneys; (c) as necessary to evaluate, arrange or perform services; (d) to Affiliates and their employees; or (e) to the extent of non-identifying shipment data, to third parties who compile and study such information. You shall not demand, in part or whole, and hereby waive any right to receive information pursuant to 49 Code of Federal Regulations Part 371 et seq.

S. Governing Law and Venue

The Tariff and any documents incorporated or referenced herein, the price quote, any services provided or service documents, and/or any disputed matter arising between ArcBest and you are governed by United States

federal laws and regulations. In the event any dispute arises between ArcBest and you requires interpretation or application which is not otherwise provided under federal statutes, common law or preemption, then, the laws of the State of Arkansas, United States without regards to its principles of conflicts or choice of laws, shall apply and govern. Any disputes between ArcBest and you must be brought in a court of competent jurisdiction within Sebastian County, State of Arkansas, United States.

T. **Statute of Limitations**

Unless provided otherwise herein, any disputes arising under this Tariff, a price quote, or any services offered, service documents, or arranged by or through ArcBest shall be brought within two (2) years from the date on which the claim accrued.

U. **Rules of Construction**

References to the singular include the plural and vice versa. Where appropriate, defined terms herein include lower and upper case letters, e.g., “service” or “services,” “pricing schedule” or “Pricing Schedule.”

LTL SERVICES

In addition to the other terms, conditions, rules and special charges in this Tariff, all Less-Than-Truckload shipments shall be subject to the additional terms, conditions, rules and special charges in this section and the ArcBest bill of lading attached hereto as Appendix 1. In the event of conflict between the LTL Services sections and any other sections in the Tariff, the LTL Services sections shall supersede and govern such conflict with respect to LTL shipments.

Index

SUBJECT	ITEM
Abandoned/Unclaimed Freight	980
Abbreviations -State- Uniform Explanation of	---
Abbreviations, Uniform Explanation	---
Absolute Minimum Charge	615
Actual Value Shipments, Rating of	420
Advance Warehouse Service	986
Advancing Charges	300
Allowances	315
Application of Class Rate Tariffs	130
Application of Rates-Zip Code Prefix	165
Application of Special Charge Waivers	155

Return to TOC

SUBJECT	ITEM
Application of Specific Account Pricing	166
Application of Tariff	150
Appointment Delivery/Time Definite Delivery Services	486
Arrival Notice and Undelivered Freight	345
Arrival Notification and Special Handling	485-1
Assessment of Traffic Fines	741
Authorization to Screen Air Cargo	170
Authorized Signatures for Transportation Agreements or Contracts	168
Bill of Lading Description Requirements and Mixed Shipments (Exception to NMF 100, Item 640)	640
Billing - Non-Standard	355
Bills of Lading - Authorized	361
Bills of Lading - Corrected	362
Bills of Lading - Order Bills	430
Bills of Lading, Freight Bills and Statements of Charges (Addition)	360
Bills of Lading, Freight Bills and Statements of Charges (Exception)	360-2
Bulkhead, Secured Shipment Divider Service	881
Bulky Commodity, Loading or Unloading (Para. 9)	750
California Compliance Surcharge	162
Canadian - U.S. Border, Export or Import Shipment Requirements	550
Capacity Loads - Minimum Charge	390
Carbon Black	262
Certified Weight Receipt	993
Chassis - Obtaining of	418
Claims – Overcharge/Undercharge – See General Terms & Conditions	
Classification By Analogy	421
Classification of Articles	420
Classification of Articles (Hazardous)	420-1
Classification of Combined Articles	422
Classification of Commodities Tendered in Displays	423
Collect On Delivery (C.O.D.) Shipments – No Service Provided	430
Collection of Charges – See General Terms & Conditions	
Collection of Charges - Export Shipments	771
Collection of Charges, Late Payment Fees – See General Terms & Conditions	
Collection of Charges - Third-Party Billing	429
Collection of Charges, Time Frame – See General Terms & Conditions	
Combination of Rates	436
Combined Articles, Classification of	422
Construction Site & Other Limited Access Locations, Pickup or Delivery	440
Corrected Bills of Lading	362
Credit Card Payments	721
Cross-border Administrative Fees	484
Cubic Minimum Charge	616
Customs Brokerage Handling	482
Customs or In Bond Freight.	480
Customs or Sufferance Warehouse Handling Charges	484
Dashes between Rate Scales; Application of Rates	164
Debris Removal	680
Definitions	110
Delivery, Appointment/Time Definite	486
Delivery of Freight Bill Prior to Delivery of Shipment	485
Delivery Service, Consignee Specific Charges	760

Return to TOC

SUBJECT	ITEM
Delivery Service, General (Sorting and Segregating)	750
Delivery Service, Ground	758
Delivery Service, NYC Metro, Washington CD Metro and Surrounding Areas	759
Delivery Service, Sundays and Holidays	754
Delivery to Air Terminal	517
Density Minimum Charge	611-1
Determining Effective Pricing Provisions	382
Detention - Vehicles with Power Units	500
Detention - Vehicles without Power Units	501
Disposal of Packing Material, Debris, Trash	680
Diversion - Motor to Air Transportation	517
Diversion, Reconsignment or	820
Diversion, U.S./Mexico Border	822
Equipment	520
Equipment, Special Pickup or Delivery	959
Equipment Rates	597-1
Exclusive Use and Control of Vehicle Or Doubles Trailer	525
Export or Import Shipment Requirements At The U.S. - Canadian Border	550
Export Shipments, Prepayment or Collection of Freight Charges	771
Extra Labor - Loading or Unloading	560
FAK Application	565
Fines, Overweight	994
Flatbed Service	959
Forklift Service	560-1
Freeze Protection	810
Freight, All Kinds and Exception Ratings - Application	565
Freight Bills (Addition)	360
Freight Bills (Exception)	360-2
Freight Bills, Presentation of – See General Terms & Conditions	
Fuel Surcharge, Computation and Application of	161
Governing Law – See General Terms and Conditions	
Governing Publications	100
Ground Pickup or Delivery Service	758
Guarantee of Charges	770
Handling Commodities at Positions Not Immediately Adjacent To Vehicle	566
Hazardous Materials or Dangerous Goods, Transportation of	973
Heavy Commodity, Loading or Unloading (Para. 9)	750
High Cost Delivery Surcharge	757
Holiday Delivery	754
Identified Shipments, Properly	555
Import Shipment Requirements At The U.S.- Canadian Border	550
Impracticable Operations – See General Terms & Conditions	
In-Bond Freight	480
Indemnification – See General Terms & Conditions	
Inside Delivery - Handling Commodity at Positions Not Immediately Adjacent of Vehicle	566
Liability Limitations	780-1
Liftgate Service	758
Liquor Shipments	577
List of Participating Carriers	105
Loading Allowance, Conditions	315
Loading, Extra Labor	560
Loading, Heavy or Bulky Commodity (Para. 9)	750

Return to TOC

SUBJECT	ITEM
Loading, Partial (Stopoffs)	900
Loading By Consignor - Unloading By Consignee	578
Marking or Tagging Commodity - Changing Markings or Tags.	580
Maximum Charge	595
Maximum Liability	780-1
Maximum Shipment Size, Equipment Rates	597-1
Maximum Weights - VOL	596
Maximum Weights - Pup or Trailer	597
Minimum Charge - Absolute	615
Minimum Charge - Density	611-1
Minimum Charge - Household Commodities or Personal Effects	610
Minimum Charge on Class A or B Explosives	612
Minimum Weight per Piece	997
National Parks & Other Remote Locations, Pickup or Delivery	756
Non-Application	151
Notification Prior To Delivery	485-1
NYC Metro Delivery Service	759
Order Notify, Bills of Lading	430
Overcharge/Undercharge Claims – See General Terms & Conditions	
Over-Dimension Commodity	670
Overweight Fines	994
Packing Material, Debris, Trash, Removal and/or Disposal of.	680
Pallet Allowances, Conditions	315
Paper Invoice Service	722
Partial Loading or Unloading, Stopoffs	900
Partial Prepayment	778
Paying Party on Shipments To Exhibitions, Fairs, Etc.	776
Payment of Charges – See General Terms & Conditions	
Payment of Charges; Presentation of Freight Bills and Collection of Charges	427
Permits, Special	740
Pickup or Delivery Service, Construction Sites & Other Limited Access Locations	440
Pickup or Delivery Service, Ground	758
Pickup or Delivery Service, Impracticable Operations – See General Terms & Conditions	
Pickup or Delivery Service, National Parks & Other Remote Locations	756
Pickup or Delivery Service - Non-Business Hours	754
Pickup or Delivery Service, Residences	751
Pickup or Delivery Service, (Sorting And Segregating)	750
Pickup or Delivery Service, Trade Shows	753
Pickup or Delivery Service, US Domestic and Canadian Islands	755
Pickup Service, Ground	758
Post Office, Shipments Consigned To	882
Precedence of Rates (Pricing)	765
Precedence of Rules	766
Prelodge Charge - Delivery of Freight Bill Prior to Delivery of Shipment	485
Prepayment or Collection of Freight Charges- Export Shipments	771
Prepayment or Guarantee of Charges	770
Prepayment - Partial	778
Presentation of Freight Bills and Collection of Charges – See General Terms & Conditions	
Pricing Provisions, Determining Effective	382
Priority of Pricing - Order of Precedence	765
Product Launch and Other Time Definite Delivery Services	486
Prohibited or Restricted Articles – See General Terms & Conditions	

Return to TOC

SUBJECT	ITEM
Properly Identified Shipments	555
Protection Against Freezing	810
Puerto Rico – Shipper's Export Declaration	779
Quotation of Estimated Charges	160
Radioactive Waste Materials, Transportation of	973
Rate/Route - Hawaii, Puerto Rico or the Virgin Islands	175
Reconsignment or Diversion	820
Redelivery	830
Reference to Tariffs or Portions Thereof	845
Refund and Incentive Refund Discounts - Application of	765-3
Refusal of Shipment	520
Released Value Shipments, Rating of	420
Released Value - Used Machinery or Parts; Used Electrical Equipment Group; and Used Agricultural Implements or Parts (Sec. 3)	780-1
Reporting Charges On: Alcoholic Beverages & Tobacco Products or Cigars	850
Residential Pickup or Delivery	751
Restricted Articles – See General Terms & Conditions	
Returned Checks, Charge for	720-1
Returned Undelivered Shipments	865
Reweigh and Weight Verification, Shipment	992
Roadside Deliveries	870
Rounding of Fractions	564
Sealing of Trucks	880
Secured Shipment Divider Service/Bulkhead	881
Shipment Refusal	520
Shipments Consigned To U.S. Postal Dept.	882
Shipment Measurement and Cube Verification	991
Shipment Reweigh and Weight Verification	992
Single Shipment Charge	885
Sorting and Segregating/Special Handling (Para. 5)	750
Specific Account Pricing, Application of	166
Special Charge Waivers, Application of	155
Special Pickup or Delivery Equipment	959
Split Pickup and Delivery (Stopoff)	900
Statements of Charges (Addition)	360
Statements of Charges (Exception)	360-2
Stopoff for Partial Loading or Unloading	900
Storage	910
Storage at Facilities Used By Terminal in Winnipeg, MB	910-1
Substituted Service	920
Sunday Delivery	754
Tax, Transportation, Intrastate Shipments	975
Terminal Cross-Dock Handling	960
Third-Party Billing, Collection of Charges	429
Third-Party Logistics Providers	115
Time Definite Delivery and Product Launch	486
Trade Show Pickup or Delivery	753
Traffic Fine Assessment	741
Trailer Furnished but Not Used	985
Transfer of Lading	959
Transportation Management Services	860
Transportation of Hazardous Materials or Dangerous Goods	973

Return to TOC

SUBJECT	ITEM
Transportation Tax, State of New Mexico	975
Types of Rates - Application of	765
Unclaimed/Abandoned Commodity	980
Undelivered Commodity	345
Undercharge/Overcharge Claims – See General Terms & Conditions	
Unloading Allowances, Conditions	315
Unloading, Extra Labor	560
Unloading, Heavy or Bulky Commodity (Para. 9)	750
Unloading, Partial (Stopoffs)	900
Unloading By Consignee	578
US Domestic Islands, Pickup or Delivery	755
Used Commodities Liability (Used Machinery)	780-1
Vehicle Furnished But Not Used	985
Warehouse Service (Advance)	986
Washington DC Metro Delivery Service	759
Waterborne Traffic: General Provisions and Charges	988
Weight, Minimum per Piece	997
Weight Receipt, Certified	993
Weight Verifications, Shipment Reweigh And	992
Weights - Overweight Fines and Related Expenses	994
Weights - Gross Weights	995

Return to TOC

Summary of Frequently Used Special Service Charges

Special Service	Charges	Item
Advancing Charges	6% of amount advanced; minimum charge of 130.00	300
Arrival Notification and Special Handling	70.00 per shipment, including appointment (at no additional charge)	485-1
Bills of Lading, Freight Bills and Statements of Charges	Itemized information as a prerequisite for payment will be subject to a charge of 23.00 for each document or copy	360
Certified Weight Receipt	52.00 per certified weight receipt per shipment	993
Collect On Delivery (COD) Shipments – No Service Provided	No service provided	430
Construction Site/Limited Access P/U or Del	14.50 per cwt; 200.00 minimum and 700.00 maximum per shipment	440
Customs or In Bond Freight	6.25 per cwt; 200.00 minimum and 600.00 maximum per shipment per trailer. For the boroughs of Manhattan, Brooklyn, Queens and the Bronx, charges are 11.00, 270.00, 1050.00, respectively.	480
Delivery of Freight Bill Prior to Del of Shipment	No charge for this service. See item for additional considerations.	485
Detention - Vehicles With Power Units	5.00 per vehicle per minute; 95.00 minimum. See item for determination of allowed free time.	500
Detention - Vehicles Without Power Units	24 hour free time. 205.00 per day for additional 24 hours. See item for additional time periods.	501
Disposal of Packing Material, Debris, Trash	100.00 per shipment	680
Diversion-Motor To Air Transportation	Unloading and reloading: 152.50 per half hour per man, min. 185.00 Delivery to air terminal: 24.00 per cwt, minimum charge of 185.00	517
Exclusive Use Vehicle or Doubles Trailer	See item for charges and application.	525
Export or Import Shipment Requirements at the U.S.- Canadian Border	Unloading, handling and loading: 7.18 per cwt, min. charge of 40.89. Storage: 5.48 per cwt, 27.63 per shipment per calendar day, subject to minimum of 97.45 per shipment	550
Flatbed Service	16.50 per cwt, 545.00 minimum and 1300.00 maximum per shipment per piece of special equipment.	959
Forklift Service	330.00 per shipment per trailer	560-1
Ground Pickup or Delivery Service	12.50 per cwt; 235.00 minimum and 650.00 maximum per occurrence*	758
Hazardous Materials/Dangerous Goods	See Item for charges.	973
Inside Delivery-Handling Commodity at Positions Not Immediately Adjacent to Vehicle	18.00 per cwt. 185.00 minimum and 1850.00 maximum per occurrence*. For the borough of Manhattan, charges are 40.00, 210.00, 2000.00, respectively.	566
Liability Limitations	An additional charge of 3% of the requested excess coverage, subject to a minimum charge of 92.00. See item for non-domestic shipments.	780-1
Liftgate Service	12.50 per cwt; 235.00 minimum and 650.00 maximum per occurrence*	758
Loading or Unloading, Extra Labor	185.00 per man per hour (1 hour min.) 8am-5pm Mon-Fri 310.00 per man per hour (1 hour min.) 5pm-8am Mon-Fri 310.00 per man per hour (950.00 minimum charge) Saturday	560
Marking or Tagging Commodity	8.50 per package, minimum charge of 120.00	580
Over-dimension Commodity	325.00 per shipment containing one or more articles that => 8' but < 11' in any dimension 650.00 per shipment containing one or more articles that =>11' but < 14' in any dimension 900.00 per shipment containing one or more articles that => 14' but <20' in any dimension 1375.00 per shipment containing one or more articles that =>20' but <=27' in any dimension	670
Pickup/Delivery Service - Non-Business	See Item for charges.	754
Pickup/Delivery Service, Special Equipment	16.50 per cwt, 545.00 minimum and 1300.00 maximum per shipment per piece of special equipment.	959
Reconsignment or Diversion	See Item for charges.	820
Redelivery	17.50 per cwt; 150.00 minimum and 725.00 maximum per occurrence*. Minimum charge of 180.00 on order notify	830
Residential Pickup/Delivery	14.50 per cwt; 200.00 minimum and 700.00 maximum per shipment. 240.00 minimum for zips 70001 – 70499.	751
Secured Shipment Divider Service	430.00 usage fee, 185.00 per hour per man to install temporary stowing components to safely transport a shipment.	881
Single Shipment Charge	60.00 per shipment rated at less than 500 lbs or as a minimum charge	885
Sorting and Segregating/Spec. Handling (Para. 5)	2.10 per package, minimum charge of 175.00	750
Stopoff for Partial Loading/Unloading	525.00 per each stop	900
Storage	7.00 per cwt; 60.00 minimum per day; 185.00 minimum per shipment. Maximum charge per day per vehicle of 425.00	910
Time Definite Delivery - On, By or Between	See item for full details.	486

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

Return to TOC

Items

GOVERNING PUBLICATIONS — ITEM 100

This tariff incorporates 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
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 service providers selected for use in arranging less-than-truckload services through ArcBest.

DEFINITIONS — ITEM 110

The following definitions shall apply only to less-than-truckload shipments:

1. The term “terminal,” “facility,” Service Provider’s freight terminal” or “carrier's freight terminal” or “service center” means Service Provider’s facility at which commodity shipments are ordinarily loaded to or unloaded from linehaul vehicles.

2. The term “import” or “import traffic” means any traffic with a foreign country origin.

3. The term “export” or “export traffic” means any traffic with a foreign country destination.

4. 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*).
   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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 commodity 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 commodity 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.

12. 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.

13. The term “intermediaries,” “intermediate” or “intermediary” 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.

14. 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.

    As to the foregoing definitions, references to the singular includes the plural and vice versa. Where appropriate, defined terms herein include the lower and upper case letters, e.g. “services” or “Services,” or “pricing quote” or “Pricing quotes.”

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.

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:

502-AS	503-AB	504-AW	514-AQ	524-AF
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	5241902
5020505	5031411	5040406	5140406	5242002
5020604	5031510	5040505	5140505	5242101
5020703	5031608	5040604	5140604	5242111
5020802	5031705	5040703	5140703	5242211
5020901	5031804	5040802	5140802	5242310
5021001	5031902	5040901	5140901	5242409
5021010	5032002	5041001	5141001	5242508
5021107	5032101	5041010	5141010	
5021206	5032111	5041107	5141107	
5021305	5032211	5041206	5141206	
5021403	5032310	5041305	5141305	
5021411	5032409	5041403	5141403	
5021510	5032508	5041411	5141411	
5021608		5041510	5141510	
5021705		5041608	5141608	
5021804		5041705	5141705	
5021902		5041804	5141804	
5022002		5041902	5141902	
5022101		5042002	5142002	
5022111		5042101	5142101	
Canceled		5042111	5142111	
		5042211	5142211	
		5042310	5142310	
		5042409	5142409	
		5042508	5142508	

APPLICATION OF TARIFF ITEM 150

This tariff contains service center rules and charges for application with less-than-truckload 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.

Return to TOC

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 United States cents is:

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
*	1.50	*	*
1.50	1.51	18.80%	37.60%
1.51	1.52	18.90%	37.80%
1.52	1.53	18.90%	37.80%
1.53	1.54	19.00%	38.00%
1.54	1.55	19.00%	38.00%
1.55	1.56	19.10%	38.20%
1.56	1.57	19.10%	38.20%
1.57	1.58	19.20%	38.40%
1.58	1.59	19.20%	38.40%
1.59	1.60	19.30%	38.60%
1.60	1.61	19.40%	38.80%
1.61	1.62	19.40%	38.80%
1.62	1.63	19.50%	39.00%
1.63	1.64	19.50%	39.00%
1.64	1.65	19.60%	39.20%
1.65	1.66	19.60%	39.20%
1.66	1.67	19.70%	39.40%
1.67	1.68	19.70%	39.40%
1.68	1.69	19.80%	39.60%
1.69	1.70	19.80%	39.60%
1.70	1.71	19.90%	39.80%
1.71	1.72	20.00%	40.00%
1.72	1.73	20.00%	40.00%
1.73	1.74	20.10%	40.20%
1.74	1.75	20.10%	40.20%
1.75	1.76	20.20%	40.40%
1.76	1.77	20.20%	40.40%
1.77	1.78	20.30%	40.60%
1.78	1.79	20.30%	40.60%
1.79	1.80	20.40%	40.80%
1.80	1.81	20.50%	41.00%
1.81	1.82	20.50%	41.00%
1.82	1.83	20.60%	41.20%
1.83	1.84	20.60%	41.20%
1.84	1.85	20.70%	41.40%
1.85	1.86	20.70%	41.40%
1.86	1.87	20.80%	41.60%
1.87	1.88	20.80%	41.60%
1.88	1.89	20.90%	41.80%
1.89	1.90	20.90%	41.80%
1.90	1.91	21.00%	42.00%
1.91	1.92	21.10%	42.20%
1.92	1.93	21.10%	42.20%
1.93	1.94	21.20%	42.40%
1.94	1.95	21.20%	42.40%
1.95	1.96	21.30%	42.60%
1.96	1.97	21.30%	42.60%
1.97	1.98	21.40%	42.80%
1.98	1.99	21.40%	42.80%
1.99	2.00	21.50%	43.00%
2.00	2.01	21.60%	43.20%
2.01	2.02	21.60%	43.20%
2.02	2.03	21.70%	43.40%
2.03	2.04	21.70%	43.40%
2.04	2.05	21.80%	43.60%
2.05	2.06	21.80%	43.60%
2.06	2.07	21.90%	43.80%
2.07	2.08	21.90%	43.80%
2.08	2.09	22.00%	44.00%
2.09	2.10	22.00%	44.00%
2.10	2.11	22.10%	44.20%
2.11	2.12	22.20%	44.40%
2.12	2.13	22.20%	44.40%
2.13	2.14	22.30%	44.60%
2.14	2.15	22.30%	44.60%
2.15	2.16	22.40%	44.80%
2.16	2.17	22.40%	44.80%
2.17	2.18	22.50%	45.00%
2.18	2.19	22.50%	45.00%
2.19	2.20	22.60%	45.20%
2.20	2.21	22.70%	45.40%
2.21	2.22	22.70%	45.40%
2.22	2.23	22.80%	45.60%
2.23	2.24	22.80%	45.60%
2.24	2.25	22.90%	45.80%
2.25	2.26	22.90%	45.80%
2.26	2.27	23.00%	46.00%
2.27	2.28	23.00%	46.00%
2.28	2.29	23.10%	46.20%

Return to TOC

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
2.29	2.30	23.10%	46.20%
2.30	2.31	23.20%	46.40%
2.31	2.32	23.30%	46.60%
2.32	2.33	23.30%	46.60%
2.33	2.34	23.40%	46.80%
2.34	2.35	23.40%	46.80%
2.35	2.36	23.50%	47.00%
2.36	2.37	23.50%	47.00%
2.37	2.38	23.60%	47.20%
2.38	2.39	23.60%	47.20%
2.39	2.40	23.70%	47.40%
2.40	2.41	23.80%	47.60%
2.41	2.42	23.80%	47.60%
2.42	2.43	23.90%	47.80%
2.43	2.44	23.90%	47.80%
2.44	2.45	24.00%	48.00%
2.45	2.46	24.00%	48.00%
2.46	2.47	24.10%	48.20%
2.47	2.48	24.10%	48.20%
2.48	2.49	24.20%	48.40%
2.49	2.50	24.20%	48.40%
2.50	2.51	24.30%	48.60%
2.51	2.52	24.40%	48.80%
2.52	2.53	24.40%	48.80%
2.53	2.54	24.50%	49.00%
2.54	2.55	24.50%	49.00%
2.55	2.56	24.60%	49.20%
2.56	2.57	24.60%	49.20%
2.57	2.58	24.70%	49.40%
2.58	2.59	24.70%	49.40%
2.59	2.60	24.80%	49.60%
2.60	2.61	24.80%	49.60%
2.61	2.62	24.90%	49.80%
2.62	2.63	25.00%	50.00%
2.63	2.64	25.00%	50.00%
2.64	2.65	25.10%	50.20%
2.65	2.66	25.10%	50.20%
2.66	2.67	25.20%	50.40%
2.67	2.68	25.20%	50.40%
2.68	2.69	25.30%	50.60%
2.69	2.70	25.30%	50.60%
2.70	2.71	25.40%	50.80%
2.71	2.72	25.50%	51.00%
2.72	2.73	25.50%	51.00%
2.73	2.74	25.60%	51.20%
2.74	2.75	25.60%	51.20%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
2.75	2.76	25.70%	51.40%
2.76	2.77	25.70%	51.40%
2.77	2.78	25.80%	51.60%
2.78	2.79	25.80%	51.60%
2.79	2.80	25.90%	51.80%
2.80	2.81	25.90%	51.80%
2.81	2.82	26.00%	52.00%
2.82	2.83	26.10%	52.20%
2.83	2.84	26.10%	52.20%
2.84	2.85	26.20%	52.40%
2.85	2.86	26.20%	52.40%
2.86	2.87	26.30%	52.60%
2.87	2.88	26.30%	52.60%
2.88	2.89	26.40%	52.80%
2.89	2.90	26.40%	52.80%
2.90	2.91	26.50%	53.00%
2.91	2.92	26.60%	53.20%
2.92	2.93	26.60%	53.20%
2.93	2.94	26.70%	53.40%
2.94	2.95	26.70%	53.40%
2.95	2.96	26.80%	53.60%
2.96	2.97	26.80%	53.60%
2.97	2.98	26.90%	53.80%
2.98	2.99	26.90%	53.80%
2.99	3.00	27.00%	54.00%
3.00	3.01	27.00%	54.00%
3.01	3.02	27.10%	54.20%
3.02	3.03	27.20%	54.40%
3.03	3.04	27.20%	54.40%
3.04	3.05	27.30%	54.60%
3.05	3.06	27.30%	54.60%
3.06	3.07	27.40%	54.80%
3.07	3.08	27.40%	54.80%
3.08	3.09	27.50%	55.00%
3.09	3.10	27.50%	55.00%
3.10	3.11	27.60%	55.20%
3.11	3.12	27.70%	55.40%
3.12	3.13	27.70%	55.40%
3.13	3.14	27.80%	55.60%
3.14	3.15	27.80%	55.60%
3.15	3.16	27.90%	55.80%
3.16	3.17	27.90%	55.80%
3.17	3.18	28.00%	56.00%
3.18	3.19	28.00%	56.00%
3.19	3.20	28.10%	56.20%
3.20	3.21	28.10%	56.20%

Return to TOC

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
3.21	3.22	28.20%	56.40%
3.22	3.23	28.30%	56.60%
3.23	3.24	28.30%	56.60%
3.24	3.25	28.40%	56.80%
3.25	3.26	28.40%	56.80%
3.26	3.27	28.50%	57.00%
3.27	3.28	28.50%	57.00%
3.28	3.29	28.60%	57.20%
3.29	3.30	28.60%	57.20%
3.30	3.31	28.70%	57.40%
3.31	3.32	28.80%	57.60%
3.32	3.33	28.80%	57.60%
3.33	3.34	28.90%	57.80%
3.34	3.35	28.90%	57.80%
3.35	3.36	29.00%	58.00%
3.36	3.37	29.00%	58.00%
3.37	3.38	29.10%	58.20%
3.38	3.39	29.10%	58.20%
3.39	3.40	29.20%	58.40%
3.40	3.41	29.20%	58.40%
3.41	3.42	29.30%	58.60%
3.42	3.43	29.40%	58.80%
3.43	3.44	29.40%	58.80%
3.44	3.45	29.50%	59.00%
3.45	3.46	29.50%	59.00%
3.46	3.47	29.60%	59.20%
3.47	3.48	29.60%	59.20%
3.48	3.49	29.70%	59.40%
3.49	3.50	29.70%	59.40%
3.50	3.51	29.80%	59.60%
3.51	3.52	29.90%	59.80%
3.52	3.53	29.90%	59.80%
3.53	3.54	30.00%	60.00%
3.54	3.55	30.00%	60.00%
3.55	3.56	30.10%	60.20%
3.56	3.57	30.10%	60.20%
3.57	3.58	30.20%	60.40%
3.58	3.59	30.20%	60.40%
3.59	3.60	30.30%	60.60%
3.60	3.61	30.30%	60.60%
3.61	3.62	30.40%	60.80%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
3.62	3.63	30.50%	61.00%
3.63	3.64	30.50%	61.00%
3.64	3.65	30.60%	61.20%
3.65	3.66	30.60%	61.20%
3.66	3.67	30.70%	61.40%
3.67	3.68	30.80%	61.60%
3.68	3.69	30.90%	61.80%
3.69	3.70	31.00%	62.00%
3.70	3.71	31.10%	62.20%
3.71	3.72	31.20%	62.40%
3.72	3.73	31.30%	62.60%
3.73	3.74	31.40%	62.80%
3.74	3.75	31.50%	63.00%
3.75	3.76	31.60%	63.20%
3.76	3.77	31.70%	63.40%
3.77	3.78	31.80%	63.60%
3.78	3.79	31.90%	63.80%
3.79	3.80	32.00%	64.00%
3.80	3.81	32.10%	64.20%
3.81	3.82	32.20%	64.40%
3.82	3.83	32.30%	64.60%
3.83	3.84	32.40%	64.80%
3.84	3.85	32.50%	65.00%
3.85	3.86	32.60%	65.20%
3.86	3.87	32.70%	65.40%
3.87	3.88	32.80%	65.60%
3.88	3.89	32.90%	65.80%
3.89	3.90	33.00%	66.00%
3.90	3.91	33.10%	66.20%
3.91	3.92	33.20%	66.40%
3.92	3.93	33.30%	66.60%
3.93	3.94	33.40%	66.80%
3.94	3.95	33.50%	67.00%
3.95	3.96	33.60%	67.20%
3.96	3.97	33.70%	67.40%
3.97	3.98	33.80%	67.60%
3.98	3.99	33.90%	67.80%
3.99	4.00	34.00%	68.00%
4.00	4.01	34.10%	68.20%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
4.01	4.02	34.20%	68.40%
4.02	4.03	34.30%	68.60%
4.03	4.04	34.40%	68.80%
4.04	4.05	34.50%	69.00%
4.05	4.06	34.60%	69.20%
4.06	4.07	34.70%	69.40%
4.07	4.08	34.80%	69.60%
4.08	4.09	34.90%	69.80%
4.09	4.10	35.00%	70.00%
4.10	4.11	35.10%	70.20%
4.11	4.12	35.20%	70.40%
4.12	4.13	35.30%	70.60%
4.13	4.14	35.40%	70.80%
4.14	4.15	35.50%	71.00%
4.15	4.16	35.60%	71.20%
4.16	4.17	35.70%	71.40%
4.17	4.18	35.80%	71.60%
4.18	4.19	35.90%	71.80%
4.19	4.20	36.00%	72.00%
4.20	4.21	36.10%	72.20%
4.21	4.22	36.20%	72.40%
4.22	4.23	36.30%	72.60%
4.23	4.24	36.40%	72.80%
4.24	4.25	36.50%	73.00%
4.25	4.26	36.60%	73.20%
4.26	4.27	36.70%	73.40%
4.27	4.28	36.80%	73.60%
4.28	4.29	36.90%	73.80%
4.29	4.30	37.00%	74.00%
4.30	4.31	37.10%	74.20%
4.31	4.32	37.20%	74.40%
4.32	4.33	37.30%	74.60%
4.33	4.34	37.40%	74.80%
4.34	4.35	37.50%	75.00%
4.35	4.36	37.60%	75.20%
4.36	4.37	37.70%	75.40%
4.37	4.38	37.80%	75.60%
4.38	4.39	37.90%	75.80%
4.39	4.40	38.00%	76.00%
4.40	4.41	38.10%	76.20%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
4.41	4.42	38.20%	76.40%
4.42	4.43	38.30%	76.60%
4.43	4.44	38.40%	76.80%
4.44	4.45	38.50%	77.00%
4.45	4.46	38.60%	77.20%
4.46	4.47	38.70%	77.40%
4.47	4.48	38.80%	77.60%
4.48	4.49	38.90%	77.80%
4.49	4.50	39.00%	78.00%
4.50	4.51	39.10%	78.20%
4.51	4.52	39.20%	78.40%
4.52	4.53	39.30%	78.60%
4.53	4.54	39.40%	78.80%
4.54	4.55	39.50%	79.00%
4.55	4.56	39.60%	79.20%
4.56	4.57	39.70%	79.40%
4.57	4.58	39.80%	79.60%
4.58	4.59	39.90%	79.80%
4.59	4.60	40.00%	80.00%
4.60	4.61	40.10%	80.20%
4.61	4.62	40.20%	80.40%
4.62	4.63	40.30%	80.60%
4.63	4.64	40.40%	80.80%
4.64	4.65	40.50%	81.00%
4.65	4.66	40.60%	81.20%
4.66	4.67	40.70%	81.40%
4.67	4.68	40.80%	81.60%
4.68	4.69	40.90%	81.80%
4.69	4.70	41.00%	82.00%
4.70	4.71	41.10%	82.20%
4.71	4.72	41.20%	82.40%
4.72	4.73	41.30%	82.60%
4.73	4.74	41.40%	82.80%
4.74	4.75	41.50%	83.00%
4.75	4.76	41.60%	83.20%
4.76	4.77	41.70%	83.40%
4.77	4.78	41.80%	83.60%
4.78	4.79	41.90%	83.80%
4.79	4.80	42.00%	84.00%

At Least	But Less Than	Fuel Surcharge Amt	
		LTL	TL
4.80	4.81	42.10%	84.20%
4.81	4.82	42.20%	84.40%
4.82	4.83	42.30%	84.60%
4.83	4.84	42.40%	84.80%
4.84	4.85	42.50%	85.00%
4.85	4.86	42.60%	85.20%
4.86	4.87	42.70%	85.40%
4.87	4.88	42.80%	85.60%
4.88	4.89	42.90%	85.80%
4.89	4.90	43.00%	86.00%
4.90	4.91	43.10%	86.20%
4.91	4.92	43.20%	86.40%
4.92	4.93	43.30%	86.60%
4.93	4.94	43.40%	86.80%
4.94	4.95	43.50%	87.00%
4.95	4.96	43.60%	87.20%
4.96	4.97	43.70%	87.40%
4.97	4.98	43.80%	87.60%
4.98	4.99	43.90%	87.80%
4.99	5.00	44.00%	88.00%
5.00	*	*	*

*When diesel fuel prices equal or exceed $5.00 per gallon, the LTL fuel surcharge continues to increase 0.1% with every one-cent increment. For example, when the index is at least 500 but less than 501, the LTL surcharge will be 44.1% and when the index is at least 501 but less than 502, the LTL surcharge will be 44.2%.

*When diesel fuel prices equal or exceed $5.00 per gallon, the TL fuel surcharge continues to increase 0.2% with every one-cent increment. For example, when the index is at least 500 but less than 501, the TL surcharge will be 88.2% and when the index is at least 501 but less than 502, the TL surcharge will be 88.4%.

*If diesel fuel prices drop below $1.50, 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.gov*. If the National Average Fuel Index is not updated on the prior Monday, the next updated National Average Fuel Index posted prior to Thursday 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 Wednesday of the current week, the last available index of the prior weeks 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 $31.50 per shipment due to higher operating costs, including but not limited to compliance with California state regulations. Shipments traveling through a port in California, or shipments reconsigned in California will be subject to this charge on each applicable linehaul rate. 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 your 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 9) 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

As to less-than-truckload shipments, 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.

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.

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

ArcBest arranges services for 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).

CARBON BLACK **ITEM 262**

ArcBest, at its discretion, may arrange shipments containing carbon black commodities (NMFC Item 23900, 23940, 23975, 23980, 40560, 40590, 40600, 40650, 40660 and/or 089820). A charge of $750.00 per shipment will apply.

ABF Freight is not obligated to perform clean-up of carbon black spills where the safety of our vehicles or personnel is jeopardized.

When packaging does not meet NMFC standards and a material spill occurs, ABF, at its discretion, may charge any or all expenses incurred for outsourcing the clean-up to the paying party, unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

ADVANCING CHARGES (Exception to NMF 100, Item 300) **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 $130.00.

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.

In the event that ArcBest advances payment of duties, tariffs, and associated fees and costs on behalf of the shipper or consignee, the charge for ArcBest advancing such payment shall be up to 5% of the amount advanced.

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 you 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, you will move the trailer(s) between their trailer parking area and their dock at its own risk.

2. The complete loading/unloading of commodities must be performed by you at your 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 commodity includes the counting of the commodity.

4. You shall arrange to load (or unload, as the case may be) trailer(s) arranged by ArcBest. In either case, you shall notate on the bill(s) of lading or freight bill(s), the total weight (in pounds) you has loaded without the assistance of the driver.

5. You shall notify ArcBest when loaded and/or unloaded trailer(s) are ready for removal from the Customer's premises.

6. You shall have 24 hours from the time trailer(s) is spotted to load or unload. The actual weight of commodity so loaded/unloaded by you will be subject to the applicable allowance(s).

7. Loading/unloading allowances will not apply when you are 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 Commodity by You 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 $20.00 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 COMMODITY — 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 Commodity:

If ArcBest cannot arrange delivery of the commodity through no fault of its own, the shipment will be subject to applicable storage or detention charges, and if a refused shipment may be subject to sale at a public or private auction or sale by ArcBest or its designee.

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 $180.00 per shipment will apply. 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. 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 $180.00 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 commodity 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 and other information as required by applicable laws and regulations.

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 $180.00 per shipment per trailer will apply for the service provided in this item.

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

Section 1(f). When the payor of freight charges requests any of the following as a prerequisite to payment, a charge of $23.00 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 $2.27 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of $23.00 per page, per copy.

4. Any form or copies of forms, other than those described in Section 1 (f), 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 ArcBest and you, commodities received for transportation requires all parties to the transaction to accept the terms and conditions contained in the ABOL as set forth in paragraph 1 of this item and general terms and conditions of this tariff:

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

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 $52.00 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 commodity 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 commodity that can be legally loaded in or on a vehicle or doubles trailer due to weight limitations.

C. That quantity of commodity which, in the manner loaded, utilizes a linear length of 24 feet or more and a linear width of 5 feet or more.

That quantity of commodity 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			

Table A - Double Trailer, rates subject to an absolute minimum charge of $1400.00										
From Zone	To Zone									
	1	2	3	4	5	6	7	8	9	10
1	4.91	3.30	3.24	3.02	3.60	2.52	2.72	2.62	3.38	4.24
2	4.84	5.25	3.92	3.55	3.74	2.61	2.79	2.60	3.30	4.15
3	4.30	3.74	4.11	3.38	3.48	2.56	3.20	2.62	3.20	3.48
4	3.09	3.30	3.43	4.00	3.23	3.11	3.78	2.76	3.25	3.01
5	3.50	3.50	3.33	3.36	4.22	2.67	2.92	2.58	3.36	3.14
6	2.55	2.34	2.49	2.66	2.50	3.76	3.80	3.38	3.48	2.79
7	2.57	2.44	2.52	2.72	2.77	3.64	3.88	3.14	3.54	2.86
8	2.62	2.36	2.45	2.66	2.58	3.40	3.52	4.38	3.29	2.81
9	3.19	3.20	3.19	3.19	3.17	3.23	3.20	3.37	3.14	3.64
10	3.92	3.03	3.30	3.19	2.94	3.00	3.02	2.81	3.64	3.31
Table B - Vehicle, rates subject to an absolute minimum charge of $2100.00										
From Zone	To Zone									
	1	2	3	4	5	6	7	8	9	10
1	8.50	5.45	5.41	4.99	5.69	4.11	4.71	4.25	5.29	6.72
2	8.08	8.11	6.48	5.94	6.75	4.23	4.91	4.22	5.53	7.06
3	7.25	5.56	7.10	5.68	5.22	4.03	4.77	4.23	5.10	5.69
4	4.93	5.31	5.95	5.83	5.40	5.30	5.65	4.68	5.08	5.12
5	5.76	6.47	5.34	5.75	7.22	4.53	4.90	4.44	5.35	5.45
6	4.83	4.05	4.06	4.55	4.38	6.15	5.91	5.94	5.19	5.14
7	4.67	4.35	4.46	4.63	4.81	5.55	5.68	5.28	5.16	5.25
8	4.81	4.25	4.05	4.48	4.55	5.93	5.95	7.69	5.70	5.01
9	4.92	4.92	4.92	4.92	5.29	5.11	5.34	5.64	5.69	4.99
10	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 commodities. 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).

The charge provided in this item will only apply when the applicable customer pricing is not subject to the Cubic Minimum Charge outlined in Item 616.

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 $534.09 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 $52.00 reclassification fee per freight bill corrected when such correction causes an increase or reduction of $10.00 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 MATERIALS OR DANGEROUS GOODS — ITEM 420-1

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

1. Used Packaging, partially full or empty, for shipping Hazardous Material or Dangerous Goods 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 material or dangerous goods contained in used packaging tendered by shipper as being "empty."

   In addition, the shipper shall be charged $114.31 straight time and/or $171.52 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.

CLASSIFICATION OF COMMODITIES TENDERED IN DISPLAYS — ITEM 423

When shipments are tendered to carrier in which the shipping racks, pallets, stands or carriers conveying the commodities are also used as store display racks or stands, those shipments will be subject to the provisions of NMFC item 057410. When shipments contain product to be displayed and display units packaged within the same shipping carton, NMFC item 057410 will also be applicable. The density will be determined by measuring the extreme outside measurements (length, width and height) of the shipment and dividing the total weight of the shipment by the ascertained cubic feet.

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 (C.O.D.) SHIPMENTS – NO SERVICE PROVIDED ITEM 430

ArcBest does not provide service on Collect on Delivery (C.O.D.) shipments. In the event ArcBest is tendered a shipment with instructions on the collection of C.O.D., ArcBest will make its best efforts to notify the appropriate parties for disposition instructions. All storage, reconsignment and freight charges will apply. ArcBest will not be liable for collection of the C.O.D. amount as this is not a service provided by ArcBest.

COMBINATION OF RATES ITEM 436

Combination of rates, when applicable, will be computed over the point or points where the commodity 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 ITEM 440

ArcBest will arrange pickup or delivery service at a construction site or other location with limited access, subject to a charge per service of $14.50 per cwt, but not less than $200.00, nor more than $700.00 per shipment, in addition to all other charges applicable to the shipment. The term “limited access” shall include but is not limited to:

- Airport
- Amusement Parks
- Assisted Living / Retirement / Senior Living
- Camp / Retreat
- Campground / RV Park
- Car Dealerships
- Car Washes
- Casinos
- Cemetery
- Church / Place of Worship
- Construction Site (see Note 1)
- Courthouse
- Dam
- Daycare / Preschool
- Fairground / Carnival
- Farms / Ranch / Estate
- Fire Department
- Funeral Homes
- Gas Stations
- Golf course / Country Club
- Library
- Lodging / Resort
- Medical / Dental Clinic
- Military Base / Facility
- Mine / Quarry (see Note 2)
- Movie / Theatrical Theater
- Museum
- Native American Reservation
- Nuclear Power Plants
- Nursing Home / Rehabilitation
- Park
- Police Department
- Ports
- Power Plant
- Prison / Detention Center
- Restaurant / Bar / Night Club
- School
- Self Storage Unit
- Ski Resorts
- University / College
- Utility Site
- Water Treatment Plant
- Wind / Solar Farms

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. Sites where extensive security related inspections and processes are required before pickup or delivery can be performed.
4. Sites in which vehicle access is restricted by a gate.

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 payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor. 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 / Quarry Site" shall be defined as the site of any pit, excavation, shaft or deposit at which ore, minerals, coal or construction aggregate has been, or will be extracted. Such sites shall include the entire property upon which the mine or quarry is located, and pickup at or delivery to any facility (such as warehouses, deposits, supply house, tipples or similar receiving facilities) located on such property will be considered as delivery to a mine or quarry. On shipments involving stopoffs, charges apply to each portion of the shipment picked up at or delivered to a mine or quarry site.

Note 3 - The term "Restaurant / Bar / Night Club" shall be defined as the site of any establishment that serves food and/or drinks to customers. This includes but is not limited to: fast food, dining, coffee shops/stands/drive-thrus, bakeries, juice bars, diners, delis, tea houses, donut shops, smoothie places, breweries serving food and/or drinks, and bars serving food and/or drinks.

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 $6.25 per 100 pounds, but not less than $200.00 nor more than $600.00 per shipment per trailer. For shipments involving locations in the Boroughs of Manhattan, Brooklyn, Queens, and the Bronx, NY, the charges will be $11.00, $270.00, and $1050.00 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 or a Temporary Import Bond issued by the originating carrier are subject to a charge of $291.23 per shipment per trailer in addition to all other lawfully applicable rates and charges (including the in bond charges herein applicable).

9. When necessary for ArcBest to purchase and apply "High Security Red In Bond Seals" for shipments moving under U.S. Customs Bond, a charge of $140.00 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 you with a Customs broker for the creation of the entry with Customs, a fee in the amount of $78.01 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.

Shipments cleared through customs at:	Charges in cents per cwt	Minimum Charge in cents	Maximum Charge in cents
Points in AB, BC, NT, YT	830	8300	31400
Points in MB, SK	660	6725	25050
Points in ON, QC	295	4950	20150
Points in NB, NF/NL, NS, PE	1150	14500	42400

Shipments originating in Canada will be subject to a charge of $50.00 (CBMPF) per 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 $70.00 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

You may request date or time specific delivery service as defined below and at the charges indicated. When you request, 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** and **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 $70.00.
   b. Delivery **on** the date specified will be subject to a charge of $85.00.
   c. Delivery **by** the date specified will be subject to a charge of $75.00.
   d. Delivery **between** a specified date range will be subject to a charge of $75.00.

   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 $50.00 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 carrier's advertised service date applicable to the shipment may be specified except when you request 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 your premises 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 commodity, 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 commodities may be placed in storage. This commodity shall be subject to all accrued detention charges up to the time commodity is placed in storage and shall immediately become subject to storage charges in Item 910. If the commodity 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. You 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. You 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 your 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 your 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:

Actual Weight (in pounds)	Free Time (in minutes)
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 beyond free time, a charge of $5.25 per minute per vehicle will apply, subject to a minimum charge of $95.00 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 you, 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 commodity, 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 you.

You 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:

	Charge
1. For each 24-hour period or fraction thereof (Saturdays, Sundays, or holidays excepted)	$205.00

Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor. When there is more than one payor, charges will be prorated based on the weight of each individual shipment.

A minimum charge per shipment of $55.00 will apply.

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 $152.50 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 $185.00 per shipment per trailer.

3. A charge of $24.00 per 100 pounds, subject to a minimum charge of $185.00 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 commodities, its difficulty in loading or stowage, or its likelihood to suffer damage or loss.

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

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 you, 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 commodity, 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 commodities transported. ArcBest and Service Provider will in no way be responsible for delays to the commodities transported nor for commodities 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 commodities. 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: $7.18 per 100 pounds with a minimum charge of $40.89, per shipment per trailer

Storage: $5.48 cents per 100 pounds or fraction thereof per day subject to a minimum charge of $27.63 per shipment per calendar day, but in no case less than $97.45 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. $91.02 for each succeeding 15 minute delay or fraction thereof.

PROPERLY IDENTIFIED SHIPMENTS — ITEM 555

Shipments of articles which by United States Department of Transportation or applicable Canadian 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:

Days-Hours	Per man per hour or fraction thereof	Minimum charge per man
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	$ 185.00	$ 185.00
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	310.00	310.00
Saturdays (Except Legal Holidays)	310.00	950.00

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 you do not furnish this service, ArcBest will endeavor to arrange for forklift service and will charge the Customer requiring the service $330.00 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.

All measurements for dimensions will be rounded to the nearest inch. If less than 0.5 inches, reduce to the next smaller inch. If 0.5 inches or more, increase to the next higher inch.

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 11 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 commodities 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 COMMODITIES AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE ITEM 566

When requested by you, 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 $18.00 per 100 pounds, but not less than $185.00 per shipment per trailer, nor more than $1850.00 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):
$40.00 per 100 pounds, but not less than $210.00 per shipment per trailer, nor more than $2000.00 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 unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor.

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

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. 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.

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

Rates subject to provisions that require you 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 commodities in a single container, or commodity 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 commodity, including the count thereof, must be performed by the you at the Customer's 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 commodity 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 commodity from the position in which it is has been transported.
4. On mixed shipments, when any portion of the commodity is required to be loaded (or unloaded) by you as a condition precedent to the application of the rate, the entire shipment must be loaded (or unloaded) by you.
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 you refuse 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 you 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	$ 289.00	$ 289.00
.75 Pup	14 Feet	21 Feet	409.43	409.43
1.00 Pup	21 Feet	28 Feet	529.83	529.83
1.25 Pups			674.36	674.36
1 Van			1011.53	1011.53

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 COMMODITY - CHANGING MARKINGS OR TAGS ITEM 580

The provisions of NMF 100, Item 580, will apply; however, at the request of you, ArcBest or Service Provider shall change or alter the markings or tags on any package or pieces of commodity subject to a charge of $8.50 per package or piece of commodity, but no less than $120.00 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 CHARGE ITEM 595

In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.

MAXIMUM WEIGHTS - TL OR VOL ITEM 596

TL or 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 11 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. Unless otherwise specified by a designated account or lane-specific agreement, the following absolute minimum charges shall apply:
    1. **Shipments between the Continental United States and Canada, and between points within Canada:** A minimum charge of $300.00 USD shall apply.
    2. **All other lanes:** A minimum charge of $275.00 USD shall apply.

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 11 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.

	Cubic Capacity			
Miles	**0-250**	**251-350**	**351-750**	**751+**
1-250	$2.05	$1.67	$1.37	$1.21
251-500	$2.49	$1.89	$1.70	$1.38
501-750	$2.95	$2.41	$2.10	$1.60
751-1000	$3.41	$2.69	$2.45	$1.92
1001-1500	$4.06	$3.39	$3.03	$2.38
1501-2000	$4.76	$4.06	$3.76	$3.07
2001-9999	$5.14	$4.47	$4.15	$3.57

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.
D. 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.

BILL OF LADING DESCRIPTION REQUIREMENTS AND MIXED SHIPMENTS (Exception to NMF 100, Item 640) ITEM 640

Section A – Bill of Lading Description Requirements

When a commodity description on the original bill of lading fails to conform to NMF 100 Item 250100 (formerly item 360, section 2), carrier will attempt to use commodity description information from the bill of lading to classify each commodity tendered based on the classification provided in the NMF 100. If a commodity cannot be identified based on review of the information provided on the bill of lading, carrier reserves the right to classify the non-conforming commodity based on the shipment density at the applicable class shown in Section C. If Section C is utilized, the density shall be calculated by dividing the total weight of the shipment by the total cubic feet of the shipment.

Section B – Mixed Shipments

When a number of differently classified articles are tendered together in 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. 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.
3. When articles are not accurately identified or classified on the bill of lading, ArcBest reserves the right to rate the shipment based on density at the applicable class shown in Section C or as the highest classed article tendered. If Section C is utilized, the density shall be calculated by dividing the total weight of the shipment by the total cubic feet of the shipment.
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.

Section C – Density Scale

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

OVER-DIMENSION COMMODITY — 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 $325.00 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 $650.00 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 $900.00 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 $1375.00 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 $3000.00 per shipment in addition to all other applicable charges.

Due to the additional cost and loss of trailer utilization associated with the handling and movement of over-dimension freight, two days of transit will be added to the advertised transit times. Transit times for over-dimension shipments can be determined by obtaining a quote on arcb.com.

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 you, 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 $100.00 per shipment 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.

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 commodity charges. If the payor of the commodity 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 ABF Freight by the bank because of insufficient funds or any other reason not the fault of ABF Freight will be subject to a charge of $114.86 plus any service fee assessed by the ABF Freight bank. This charge will be in addition to all other applicable charges.

CREDIT CARD PAYMENTS — ITEM 721

On certain business to business credit card payments, a two percent (2%) handling surcharge will be applicable on all service fees and charges. This rate is the same or lower than our cost of acceptance, and it is applicable to all credit card brands. There is no applicable surcharge for other types of payment, such as ACH, check or wire transfer. If you have any questions or need additional information, please contact us at 844-216-6256. For any disputes arising from the credit card surcharge, the laws of the State of Arkansas, without regard to its principles on conflicts of laws, shall interpret and govern exclusively such dispute.

PAPER INVOICE SERVICE — ITEM 722

A fee of $3.39 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, province, state, national 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 $468.36 per vehicle per permit for the securing of the special permits.

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

ASSESSMENT OF TRAFFIC FINES — ITEM 741

This item applies when ArcBest incurs a traffic fine (through no fault of ArcBest) when parking/unloading facilities are unavailable at pickup/delivery.

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 a third party.

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:

Commodities 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 commodities in or on the carrier's vehicle (See Item 566 herein for Handling Commodity 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:

Commodities will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Note 1). Unloading includes the counting and removal of the commodity from the position in which it is transported in or on the vehicle. (See Item 566 herein for handling commodity 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 commodity or other special handling EXCEPT as provided in Paragraphs A and B below:

A. A charge of $2.10 per package or a minimum of $175.00 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 commodity charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor. Charges are in addition to applicable detention charges.

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 commodity 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 commodity 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 commodity 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 $2.10 per package or a minimum of $175.00 per shipment per trailer, whichever is greater, shall apply. Such charges will be assessed against the payor of the commodity charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor. Charges are in addition to applicable detention charges.

8. **WAIVER OF DELIVERY RECEIPT/LIABILITY:** (Billcode: FLEX)

   Freight consigned to 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. ArcBest will not be responsible for any loss or damage after delivery has been made or for any damage to the freight, property or personal injury arising out of acts or omissions after delivery was completed.

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 $156.52 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 COMMODITY-LOADING OR UNLOADING (Exception to NMF 100 Series, Item 568):** (See Note 3)

    When commodity (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, you will be responsible for the loading or unloading. On request, the driver may assist.

    B. Weighs 500 pounds or more, you will perform the loading or unloading. On request, the driver may assist.

    C. Regardless of weight, you will be responsible for the loading or unloading when:

       (1) Commodity exceeds 22 feet in any dimension
       (2) Commodity exceeds 10 feet in its greatest dimension and exceeds 1 foot in any other dimension.
       (3) Commodity exceeds 8 feet in its greatest dimension, with any other dimension exceeding 2 feet.
       (4) Commodity exceeds 4 feet in any two dimensions.

Note 1 - Commodity 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 commodities 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 commodities on pallets or skids.

Note 3 - Loading by definition in Paragraph 9 of this item includes stowing and counting of the commodity in or on the vehicle(s). Unloading by definition in Paragraph 9 of this item includes the counting and removing of the commodity 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 the entire premises on which a dwelling is located including that portion of the premises where commercial or business activity is conducted, and includes but is not limited to:

- private residences
- apartments and dormitories
- rectories and parsonages
- on site apartment and condo offices
- HOA offices, community centers and club houses

Shipments picked up at, consigned to or delivered to such locations will be assessed a charge per service of $14.50 per cwt, but not less than $200.00, nor more than $700.00 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 $240.00. For shipments moving within points in Canada, a charge per service of $20.50 per cwt, but not less than $275.00, nor more than $750.00 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 unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor 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 household 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 commodities 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 $100.00 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 $35.00; shipments delivered to the advance warehouse facility will be subject to a charge of $24.00. 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 unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor.

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 you request pickup or delivery of commodities during non-business hours, the following will apply:

    - Minimum charge of $695.00 per man per day.
    - $140.00 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. You 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 commodities may occur on a day other than a Saturday, Sunday or holiday. The charge for this service will be $695.00 per man per day, or fraction thereof.

3. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor.

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
Beaver, Drummond and Mackinac Island, MI: 49726, 49757, 49782	$185.00	$11.00	$435.00
Fisher Island, FL: 33109	$300.00		
Florida Keys: 33001, 33036, 33037, 33040, 33042, 33043, 33044, 33050, 33051, 33052, 33070	$200.00		
Grosse Ile, MI: 48138	$ 75.00		
Harsens Island, MI: 48028	$225.00	$10.00	$390.00
Hilton Head Island, SC: 29915, 29925, 29926, 29928, 29938	$ 75.00		
Kiawah Island, SC: 29455	$ 80.00		
Marco Island, FL: 34145, 34146	$ 75.00		
Martha's Vineyard or Nantucket, MA: 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	$600.00		
North Padre Island, TX: 78373, 78418	$120.00		
Ocracoke, NC: 27960	$145.00		
Puget Sound, WA: 98013, 98070, 98243, 98245, 98250, 98261, 98279, 98280, 98281, 98297	$335.00	$64.00	
Shelter Island, NY: 11964, 11965	$155.00	$10.00	$370.00
Sullivan's Island, SC: 29482	$ 75.00		
Tybee Island, GA: 31328	$ 75.00		

The charges provided in this item, and other costs to secure movement of commodities 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 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 $340.00 per shipment per trailer. (YSPD/O).

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 $31.50 per cwt, but not less than $130.00 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 $120.00 per shipment per trailer. (RMLOCD/O)

Additional charges will apply for shipments picked up or delivered to the following areas in the U.S.:

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote AL-1	35089, 35442, 35453, 35555, 35563, 35576, 35592, 35594, 36274, 36460, 36505, 36512, 36513, 36544, 36553, 36575, 36732, 36853	$75.00
Remote AR-1	71630, 71638, 71642, 71646-71647, 71650-71652, 71654, 71658-71663, 71665-71667, 71670, 71671, 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, 72006, 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, 72342, 72346-72348, 72350-72351, 72353, 72367, 72373, 72379, 72383, 72386-72387, 72389, 72390, 72395, 72421, 72429, 72431, 72434, 72440, 72444, 72466, 72469-72470, 72473, 72478, 72482, 72511-72513, 72515, 72517, 72519-72520, 72522-72524, 72528, 72530-72532, 72534, 72536-72539, 72544, 72546, 72549, 72554, 72560, 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	$155.00
Remote AZ-1	85540, 85632 (San Simon), 85634 (Sells), 86031 (Bitahochee), 86031 (Indian Wells), 86043 (Second Mesa), 86043 (Shongopovi), 86046 (Williams), 86053 (Kaibito), 86054 (Shonto), 86326, 86507 (Lukachukai), 86535 (Dennehotso), 86540 (Nazlini), 86544 (Red Valley)	$150.00
Remote AZ-2	85122, 85321, 85328, 85341, 85349, 85350, 85354, 85357, 85362, 85364, 85365, 85367, 85371, 85541, 85553-85554, 85602, 85613, 85615, 85901, 85911, 85920, 85922, 85924, 85929, 85930, 85932, 85936, 85938, 85939, 85941, 86001, 86004, 86005, 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	$170.00
Remote AZ-3	86022 (Moccasin)	$245.00
Remote AZ-4	86022 (Jacob Lake), 86052, 86514	$315.00
Remote AZ-5	86301, 86320-86321, 86403, 86444, 86512	$150.00
Remote CA-1	91901, 91905, 91906, 91916, 91935, 91962, 91980, 92003, 92004, 92028, 92036, 92059-92061, 92065-92066, 92070, 92082, 92086, 92233, 92239, 92257, 92283, 92285, 92328, 92364, 92366, 92536, 92539, 93254, 93257, 93265, 93271, 93501, 93505, 93513-93514, 93517, 93526, 93529, 93541, 93545, 93546, 93552, 93561, 93562, 93640, 93920, 93953, 94575, 94920, 94925, 95947, 95983, 96020, 96118, 96124, 96134, 96137	$170.00

Return to TOC

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote CA-2	92210, 92227, 92240, 92251, 92252, 92253, 92260, 92274, 92277, 92278, 92284, 92301, 92307, 92308, 92309, 92310, 92314, 92315, 92344, 92345, 92392, 92394, 92395, 92530, 92532, 92544, 92545, 92563, 92583, 92584, 92592, 92595, 92596, 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, 93510, 93534, 93535, 93536, 93550, 93551, 93555, 94019, 94515, 94923, 94937, 94941, 94965, 95422-95423, 95428, 95436-95437, 95445-95446, 95451, 95453, 95457, 95460-95461, 95470, 95472, 95476, 95485, 95490, 95497, 95501, 95503, 95519, 95521, 95526, 95531, 95536, 95540, 95542, 95549, 95560, 95562, 95567, 95573, 95589, 95946, 95956, 95959, 96006, 96015, 96028, 96056, 96101, 96103, 96112, 96136	$75.00
Remote CA-3	96023, 96025, 96027, 96032, 96039, 96044, 96064, 96067, 96094, 96097	$285.00
Remote CO-1	80136, 80422, 80424, 80487, 80654, 81050, 81073, 81082, 81089, 81130, 81144, 81224, 81252, 81401, 81435, 81601, 81611, 81615, 81625, 81632, 81637, 81650, 81657	$130.00
Remote CT-1	06039, 06069, 06278, 06279, 06415, 06423, 06469, 06754	$70.00
Remote DE-1	19939, 19945, 19966, 19971	$75.00
Remote FL-1	32008, 32024, 32025, 32038, 32052, 32054, 32055, 32060, 32066, 32096, 32102, 32105, 32110, 32112, 32130, 32134, 32137, 32139, 32140, 32145, 32147, 32148, 32164, 32177, 32180, 32182, 32190, 32359, 32401, 32403, 32407, 32408, 32413, 32439, 32444, 32456, 32459, 32531, 32536, 32539, 32541, 32542, 32547, 32548, 32550, 32578, 32580, 32615, 32619, 32622, 32625, 32626, 32628, 32640, 32643, 32648, 32656, 32658, 32666, 32680, 32683, 32692, 32693, 32694, 32702, 32757, 32948, 32958, 33430, 33440, 33471, 33493, 33597, 33851, 33852, 33870, 33872, 33873, 33876, 33921, 33924, 33957, 34266, 34428, 34429, 34449, 34498, 34737, 34762, 34797, 36222	$170.00
Remote GA-1	30217, 30401, 30439, 30467, 30471, 30536, 30546, 30582, 30817, 31333, 31527, 31537, 31547, 31558, 31643, 31730, 31779, 31830	$75.00
Remote IA-1	50138, 50213, 50438, 50501, 50595, 50801, 51012, 52057, 52101, 52544, 52577, 52601	$85.00
Remote IA-2	50548, 51301	$145.00
Remote ID-1	83211, 83276, 83285, 83302, 83311, 83312, 83333, 83342, 83420, 83467, 83525, 83547, 83549, 83554, 83604, 83631, 83636, 83637, 83638, 83647, 83650, 83666, 83805, 83861	$145.00
Remote IL-1	60942, 61520, 61529, 62016, 62056, 62274, 62439, 62441	$75.00
Remote KY-1	40965, 42031, 42038, 42040, 42223, 42445	$80.00
Remote LA-1	70390, 70427, 70431, 70438, 70763	$75.00
Remote MA-1	01010, 01068, 01222, 01230, 01236, 01240, 01245, 01257-01258, 01262, 01266, 01331, 01355, 01364, 01366, 01430-01431, 01452, 01468, 01504, 01531, 01770, 01826, 01827, 02030, 02054, 02330-02334, 02338, 02339, 02343, 02347, 02351, 02356, 02359, 02361, 02364, 02420-02421, 02451, 02453, 02458-02462, 02464, 02467-02468, 02474, 02476, 02481, 02536, 02540, 02542-02543, 02559, 02561-02563, 02571, 02601, 02631, 02645, 02648-02649, 02652, 02653, 02655, 02657, 02660, 02664, 02673, 02675, 02715	$85.00
Remote MD-1	20606, 20609, 20611, 20618, 20620, 20621, 20624, 20625, 20628, 20630, 20632, 20640, 20645, 20650, 20656, 20658, 20662, 20664, 20667, 20674, 20677, 20680, 20684, 20686, 20687, 20690, 20692, 20693, 20751, 20764, 20765, 20776, 20778, 20779, 20838, 20839, 20842, 21034, 21053, 21074, 21078, 21084, 21088, 21102, 21111, 21120, 21132, 21154, 21155, 21160, 21161, 21520, 21521, 21531, 21539, 21541, 21550, 21561-21562, 21607, 21609, 21623, 21628, 21636, 21639, 21640, 21644, 21790, 21811, 21813, 21842, 21850, 21862, 21872, 21874, 21903, 21904, 21911	$75.00
Remote ME-1	03909, 04027, 04568, 04743	$75.00

Return to TOC

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote MI-1	49841, 49855	$85.00
Remote MN-1	55051, 55744, 55768, 56087, 56293, 56345, 56354	$105.00
Remote MO-1	63351, 63383, 63620-63622, 63627, 63633, 63638, 63645, 63650, 63730, 63748, 63766, 63820, 63837, 63855, 63933, 63935, 63937, 63950, 63956, 63965, 65440	$70.00
Remote MS-1	38751, 38852, 38901, 38965, 39120, 39339, 39345, 39367, 39452, 39645	$85.00
Remote MT-1	59018, 59027, 59030, 59065, 59075, 59085-59086, 59211, 59223, 59230, 59241, 59256, 59259, 59263, 59270, 59301, 59314- 59315, 59317, 59353, 59412, 59417, 59421, 59427, 59436, 59446, 59450, 59457, 59472, 59484, 59489, 59501, 59521, 59527, 59633, 59640, 59644, 59645, 59648, 59713, 59716, 59728, 59730, 59750, 59752, 59758, 59801, 59808, 59820, 59823, 59826, 59829, 59840, 59842-59846, 59853, 59859, 59866, 59868, 59870, 59872-59874, 59911, 59913, 59916-59920, 59923, 59925-59926, 59937	$160.00
Remote NE-1	68949, 69153, 69301	$70.00
Remote NE-2	68770	$165.00
Remote NC-1	27356, 27371, 27376, 27504, 27531, 27870, 27871, 27892, 28001, 28088, 28103, 28166, 28170, 28327, 28345, 28351, 28352, 28365, 28379, 28398, 28425, 28429, 28443, 28445, 28451, 28456, 28457, 28460, 28461, 28465, 28470, 28472, 28516, 28532, 28533, 28542, 28547, 28557, 28570, 28584, 28604, 28607, 28657, 28705, 28707, 28721, 28725, 28751, 28762, 28777, 28779, 28904, 28906	$80.00
Remote NJ-1	08311, 08327, 08352, 08530, 08551, 08825	$75.00
Remote NM-1	87013, 87025, 87046, 87321, 87412, 87520, 87549, 87571, 87575, 87701, 87714, 87718, 87722, 87732, 87733, 87740, 87743, 87821, 87827, 87829, 87830, 87901, 87931, 87937, 88025, 88039, 88045, 88061, 88101, 88103, 88119, 88121, 88124, 88130, 88134, 88135, 88231, 88242, 88252, 88256, 88260, 88317, 88415, 88416, 88424	$150.00
Remote NV-1	89003, 89010, 89013, 89017-89018, 89020, 89023, 89041, 89045, 89047, 89048, 89049, 89124, 89406, 89409, 89411, 89412, 89414-89415, 89419, 89421, 89422, 89440, 89444-89445, 89510, 89815, 89820, 89834	$170.00
Remote NV-2	89418, 89825, 89832-89833, 89835	$350.00
Remote NV-3	89301, 89310-89311, 89314, 89316	$385.00
Remote NY-1	12546, 13026, 13040, 13052, 13053, 13068, 13071, 13073, 13081, 13087, 13092, 13101, 13111, 13114, 13122, 13123, 13140, 13160, 13301, 13303, 13309, 13313-13315, 13318, 13319, 13324, 13326, 13327, 13329, 13331-13333, 13338, 13343, 13346, 13350, 13352-13355, 13357, 13360, 13361, 13363, 13364, 13406, 13415, 13416, 13418, 13420, 13425, 13431, 13433, 13435, 13436, 13438, 13439, 13454, 13464, 13468, 13472, 13473, 13475, 13480, 13485, 13489, 13491, 13493, 13494, 13613, 13621, 13625, 13633, 13635, 13647, 13648, 13652, 13655, 13660, 13667, 13668, 13670, 13672, 13676, 13678, 13683, 13684, 13687, 13690, 13692, 13694-13697, 13832, 14066, 14411, 14433, 14437, 14463, 14489, 14512, 14521, 14541, 14544, 14550, 14588	$75.00
Remote OH-1	43713, 43718, 43917, 43920	$70.00
Remote OR-1	97017, 97029, 97037, 97041, 97057, 97063, 97125, 97326, 97329, 97346, 97350, 97358, 97411, 97413, 97425, 97427, 97430, 97434, 97447, 97452, 97458, 97484, 97488, 97489, 97492, 97520, 97539, 97620, 97625, 97630, 97635, 97636, 97637, 97638, 97640, 97641, 97710, 97711, 97720, 97733, 97738, 97758, 97810, 97813, 97814, 97820, 97823, 97824, 97827, 97828, 97830, 97833, 97834, 97836, 97837, 97839, 97840, 97841, 97842, 97843, 97845, 97846, 97848, 97850, 97857, 97861, 97865, 97867, 97868, 97869, 97870, 97873, 97874, 97876, 97877, 97880, 97883, 97884, 97885, 97886, 97903, 97907, 97908, 97911, 97913, 97920, 98719	$170.00
Remote PA-1	15320, 15461, 16248, 16259, 16373, 16374, 17314, 17702, 17728, 17745, 17777, 17810, 17859, 17921, 18210, 18325, 18326, 18328, 18405, 18415, 18417, 18425, 18428, 18435, 18436, 18439, 18446, 18457, 18458, 18461, 18462, 18464, 18465, 18469, 18473, 18629, 18657	$75.00

Return to TOC

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote SC-1	29058, 29520, 29526, 29527, 29554, 29555, 29566, 29568, 29569, 29572, 29575, 29576, 29577, 29579, 29582, 29585, 29588, 29728, 29918	$75.00
Remote SD-1	57001	$75.00
Remote TN-1	37134, 37185, 37708, 37711, 37713, 37722, 37738, 37755, 37756, 37757, 37766, 37819, 37821, 37825, 37841, 37843, 37847, 37869, 37874, 37880, 37882, 37885, 37886, 37887, 37892, 38320, 38326, 38549, 38556, 38570	$80.00
Remote TX-1	75951, 76943, 76950, 77650, 78624, 79718, 79735, 79744, 79745, 79752, 79772, 79780, 79855	$140.00
Remote UT-1	84066, 84518, 84521, 84523, 84735	$75.00
Remote UT-2	84511, 84535	$110.00
Remote UT-3	84023, 84028, 84038, 84046, 84078, 84098, 84716, 84718, 84723, 84726, 84734, 84740, 84743, 84747, 84749, 84775-84776	$175.00
Remote UT-4	84512, 84525-84526, 84530-84534, 84536, 84733, 84758	$250.00
Remote UT-5	84741	$315.00
Remote VA-1	22610, 22644, 22652, 22654, 22701, 22810, 22835, 22842, 22844, 22847, 22851, 22960, 23847, 23970, 24055, 24091, 24112, 24333, 24531, 24592	$85.00
Remote WA-1	98221, 98237, 98244, 98251, 98255, 98266, 98277, 98278, 98288, 98293, 98397, 98581, 98601, 98602, 98603, 98616, 98649, 99129, 99138, 99157, 99322, 99401	$151.00
Remote WI-1	54246	$99.50
Remote WV-1	24740, 25422, 25431, 25434, 25444, 25801, 26201, 26704, 26710, 26719, 26755, 26757, 26763, 26851, 26852, 26865, 26241, 26250, 26547	$80.00
Remote WY-1	82331, 82414, 82443, 82501, 82520, 82701, 82716, 82718, 82801, 82930, 82935, 83001	$100.00

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

LOCATION	CANADA 3-DIGIT POSTAL CODE	PER SHIPMENT PER TRAILER
Remote BC-1	V0A, V0B, V0C, V0E, V0G, V0H, V0J, V0K, V0L, V0M, V0N, V0P, V0R, V0S, V0T, V0V, V0W, V0X	$135.00
Remote BC-2	V1A, V1B, V1C, V1E, V1K, V1L, V1N, V1P, V1S, V2G, V2H, V2J, V4S, V8A, V8G, 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	$120.00
Remote NL-1	A0A, A0B, A0C, A0E, A0G, A0H, A0J, A0K, A0L, A0M, A0N, A0P, A0R, A1A, A1B, A1C, A1E, A1G, A1H, A1K, A1L, A1M, A1N, A1V, A1W, A1X, A1Y, A2A, A2B, A2H, A2N, A2V, A5A, A8A	$155.00
Remote NT-1	X0E, X0G, X1A	$155.00
Remote NU-1	X0A, X0B, X0C	$155.00
Remote YT-1	Y0A, Y0B, Y1A	$155.00

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).

Return to TOC

HIGH COST DELIVERY SURCHARGE — ITEM 757

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

Area *	Charge
Atlanta	$85.00
Boston	$90.00
Charleston	$62.00
Chicago	$95.00
Houston	$90.00
Las Vegas	$52.00
Los Angeles	$95.00
New Orleans	$82.00
Philadelphia	$97.00
San Francisco	$100.00
Seattle	$70.00

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:**

Atlanta -	30303, 30308-30310, 30312-30316, 30318, 30334
Boston -	02108-02111, 02113-02116, 02118-02122, 02124-02136, 02138-02145, 02152, 02163, 02201, 02203, 02205-02206, 02210, 02215-02216, 02222, 02445-02447
Charleston -	29401-29403, 29405, 29409, 29424, 29425
Chicago -	60601-60614, 60622, 60647, 60654, 60661, 60666, 60673, 60674, 60677-60678
Houston -	77002-77004, 77007-77011, 77019-77020, 77380
Las Vegas -	89086, 89101, 89102, 89103, 89109, 89117, 89121, 89122, 89123, 89139, 89141, 89144, 89149, 89154, 89156, 89169, 89178, 89183
Los Angeles -	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, 91744, 91745, 91746, 91748, 91754-91755, 91770, 91775-91776, 91780, 91801, 92662
New Orleans -	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
Philadelphia -	19102-19104, 19106-19107

San Francisco -	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
Seattle -	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 commodities or when Service Provider personnel utilizes alternate means to move the commodities from the vehicle to ground level, an additional charge of $12.50 per 100 pounds of actual weight will be assessed, but not less than $235.00 nor more than $650.00 per shipment per trailer. For shipments moving within points in Canada, the charge shall be $17.50 (Canadian dollars) per 100 pounds of actual weight, but not less than $360.00 (Canadian dollars) nor more than $775.00 (Canadian dollars) per shipment per trailer.

Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor.

When ground service is requested and flatbed equipment is needed to perform pickup or delivery of the shipment, an additional charge may apply as outlined in Item 959 in lieu of the ground pickup or delivery charges herein. 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 arrange 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	$160.00
Long/Staten Island NY	10301-10399, 11001-11999 (except 11964 and 11965)	$110.00
Washington DC	20000-20099, 20200-20599, Also definition below	$130.00
Maryland Shore	See definition below	$75.00
New Jersey Shore	See definition below	$75.00

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 – 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, 22060, 22066, 22079, 22081-22082, 22101-22102, 22107, 22116, 22124, 22134, 22135, 22150, 22151, 22152, 22153, 22180-22182, 22201-22207, 22209-22214, 22217, 22301-22315, 20000-20099, 20200-20599

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, 07762, 08005, 08006, 08008, 08050, 08087, 08092, 08201-08204, 08210, 08212, 08224,08226, 08242, 08243, 08244, 08247-08248, 08251, 08260, 08270, 08401-08403, 08405-08406, 08721, 08730, 08732-08736, 08738-08742, 08750-08752, 08758

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	$6.50	$1.00
McLane Co.	$6.50	$0.50
Orgill Inc.	$6.50	$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 Spot Quotes – Quote provided on the BOL will supersede but in the event of multiple quotes:
   A. Dynamic Price Quotes (DPQ) (supersedes all other pricing except time critical)
   B. LTL Volume Spot Quote (VPQ) (supersedes all other pricing except time critical and DPQ)

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. 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.

2. shall not be applicable on special service charges, absolute minimum charge, or fuel surcharge.

3. 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.

4. shall apply only to the ArcBest portion of revenue on joint-line traffic.

5. 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 commodities 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 (Exception to Item 770, herein) ITEM 771

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 the Electronic Export Information, formerly known as the Shipper's Export Declaration (SED), to be filed in the Automated Export System for each Puerto Rico or U.S. Virgin Island shipments having a declared value exceeding $2,500.00 or whenever a validated export license is required to export the commodity, unless otherwise exempt by U.S. Federal laws or regulations. You or your representative will be responsible for preparing and filing all required export documentation. 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 these services can be found in the ARC301 Series tariff, item 882.

LIABILITY LIMITATIONS ITEM 780-1
(Subject to Notes 1, 2, 3 & 4)

Part A: Cargo Loss & Damage Claims

ArcBest and Service Provider will assume liability for cargo loss and damage claims under applicable United States federal laws and applicable Canadian 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. Shipper shall be responsible for ensuring that the packaging of any shipment tendered to ABF Freight complies with the requirements provided in the NMFC 100 Series for the transportation of that commodity. Failure of Shipper to do so may result in the denial of a claim, in whole or in part, for loss or damage attributable to Shipper's failure to tender properly packaged freight. ArcBest's and Service Provider's liability for cargo loss and damage begins upon signing the receipt or bill of lading for commodities it receives for transportation.

In order to verify piece count and the condition of goods being tendered, Service Provider personnel must be permitted access to observe loading and/or unloading of each shipment at time of pick-up and/or delivery. If Service Provider personnel are not provided or permitted access to observe the loading and/or unloading of each shipment, Service Provider personnel shall notate the restriction placed on it by the consignor and/or consignee on the bill of lading, delivery receipt, or other shipping papers. Such notation may be in the form of "Shipper Load and Count," "SL&C," "Said to Contain," "S.T.C.," "Spotted Trailer," "Required Spot Delivery" or any other similar form that clearly documents that Service Provider was unable to verify the condition and quantity of the goods tendered to it. When bills of lading or shipping papers are so notated, ArcBest's and its Service Provider's liability will be removed or limited in the event of loss and/or damage due to improper loading or unloading by the shipper or consignee. The following documents shall be considered shipping papers: a) Bills of Lading, b) Delivery Receipts, c) Invoices d) City Manifests, e) Packing Lists, f) Shipping Orders, and g) Waybills.

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 less-than-truckload 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 lost or damaged 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 under Prohibited Commodities 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 commodities.

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 $92.00. 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 commodity 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 – Premium Cargo Coverage

Except to the extent outlined herein, ArcBest offers Premium Cargo Coverage at the following rates, but only upon written confirmation outlined in customer specific pricing tariff or agreement.

1. Subject to the limitations contained herein, a rate of $0.65 per $100 in Covered Value shall apply subject to a minimum charge of $75.00 per shipment will apply. See below table as an example of applicable rates:

2. Premium Cargo Coverage applies only for Shipments either:
    a. While on land within and between the 48 Contiguous States and Canada;
    b. While on the ocean going to or leaving from Alaska, Hawaii or Puerto Rico; or
    c. Between the 48 Contiguous States/Canada and Mexico, but only with respect to the 48 Contiguous States/Canada inland portions of such Shipment

3. Unless otherwise agreed to in writing by authorized personnel of ArcBest, coverage cannot exceed:
    a. $250,000 per conveyance on new commodities
    b. $50,000 per conveyance on Tradeshow commodities
    c. $25,000 per conveyance on other than new commodities.

    Commodities that are “other than new” shall include but are not limited to used commodities, refurbished commodities, used household goods, trade show displays, other displays, returns, remanufactured commodities and any used or previously purchased commodities.

4. ArcBest commodity liability will not exceed the lesser of the Covered Value or the actual value of the portion of the shipment that is lost or damaged.

5. Once a written agreement for Premium Cargo Coverage has been obtained, Customer must expressly request Premium Cargo Coverage and show the Covered Value and commodity being shipped on the original bill of lading. The term “Covered Value” is defined as the entire amount (starting at the first dollar) for which the Customer requests premium cargo coverage on the Shipment, subject to the limitations set forth in this Item. By way of example, if the level of Carrier cargo liability under Item 780-1 would be a maximum of $10,000 and the Customer desires premium cargo coverage of $50,000, then the Customer must expressly request Premium Cargo Coverage and a Covered Value of $50,000 on the original bill of lading, along with the commodity being shipped. The applicable charge would be as outlined below:

Covered Value of Goods	Charge
$50,000	$325.00

    Note: *A statement of value (such as a “declare value”) without an express request for Premium Cargo Coverage and the requested Covered Value will not increase ArcBest's liability, and charges for Premium Cargo Coverage will not be assessed.*

6. Premium Cargo Coverage does not apply on Prohibited or Restricted commodities listed herein.

7. Premium Cargo Coverage will be considered null and void if Customer does not properly request the coverage as outlined herein. Standard limitations contained in Item 780-1 will apply otherwise.

8. In no event will ArcBest or Service Providers be liable, and it hereby disclaims responsibility for any indirect, special, incidental, punitive, multiplied or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of use or data, or any pecuniary loss) from delays of any kind or any other acts or omission by ArcBest, a warehouseman, carriers or other service provider whether foreseeable, unforeseeable, disclosed or undisclosed which may arise or is caused from any services. ArcBest is also not liable for damages caused by or resulting from mechanical or electrical breakdown, inherent vice, act of public authority (including US Customs), insects, vermin or the like, nuclear incident, radiation, terrorist attack or actions, virus, pandemic, contamination, controlled or uncontrolled.

9. Concealed damages are excluded from Premium Cargo Coverage unless caused by the negligence of ArcBest and reported to ArcBest within 30 days of delivery date. To apply for 100% coverage, concealed damages must be reported within 15 days of delivery date. For 50% coverage, concealed damaged must be reported after 15 days but within 30 days of delivery date.

10. Shipments subject to Premium Cargo Coverage are not eligible for the liability coverage outlined in Section 1 herein or Optional Excess Liability Coverage outlined in Section 2 herein.

Section 4 - 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 crated in accordance with the minimum packaging requirements contained 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 5 – 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 commodity

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

Section 6 - 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 commodities 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 $92.00, 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 7 - 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 commodity 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 8 – 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 9 - Dynamic LTL Quotes (DPQ) and Introductory Spot Quote (IPQ) Liability

1. Dynamic LTL Quotes (DPQ) Liability

Liability for loss of and/or damages to a shipment moving under a Dynamic LTL Quote (DPQ) will be governed by the terms of the Dynamic LTL Quote, not to exceed the actual value of the cargo. In cases where liability is not established by the terms of the Dynamic LTL Quote, 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 at the applicable charges provided at the time of quote. However, liability for a shipment moving under a LTL Dynamic 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. All other terms of Section 2 herein will apply.

2. Introductory Spot Quote (IPQ)

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 commodity. 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) $1.25 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 commodity

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 10 – 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 11- 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 commodities in an amount exceeding $500 per package, or in case of commodities not shipped in packages, per customary commodity unit.

Section 12 – 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.

Section 13 – Concealed Loss or Damage

When loss or damage is discovered after delivery, it must be reported to ArcBest within five (5) business days from the date of delivery. ArcBest and Service Provider shall have the right to perform a proper inspection of the freight and the circumstances of the claimed loss or damage. The Customer must retain the damaged freight, shipping container and/or packaging until disposition is provided by ArcBest. If the Customer's report of concealed loss or damage is made after delivery, regardless of the required five (5) business days, Customer will be required to present reasonable evidence that the concealed loss or damage was present at the time of the original delivery date and that such concealed loss or damage did not occur after delivery. Failure to timely notify ArcBest of concealed loss or damage and/or present supporting documents or allow for a proper inspection to be performed, as set forth herein, shall result in denial of the claim and ArcBest and Service provider shall have no liability for the claim.

ArcBest shall have the right to inspect noted or concealed damage on the consignee's premises as well as the right to retrieve the damaged shipment for inspection at an ArcBest or Service Provider's facility. All original shipping cartons, packaging and contents must be made available for ArcBest's inspection and retained by the Customer until disposition is provided by ArcBest.

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 over packed 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

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 OR NOT FORESEEABLE OR DISCLOSED.

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 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 $5.00 cwt; subject to a minimum charge of $56.00 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 commodities. 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 an 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.

RAMP USAGE — ITEM 815

For Customer's convenience, ArcBest may provide ramps for exclusive use with the same trailers used to deliver the ramp. If you use ramps, the charge will be $120.00 per ramp per day. In addition, you agree to abide by the following terms:

1. You shall be fully responsible for training and supervising its customers, employees, agents, contractors, subcontractors and any other party using the equipment found at www.upack.com/moving-services/trailer-specifications.asp and www.upack.com/ramp/setup.asp.

2. *ASSUMPTION OF RISK*: You assume all risks and liability arising from all use and operation of the equipment, including, but not limited to, ramps and bulkheads, and understands that such equipment can cause injury or death to you or others. You assume full responsibility for and agrees to defend, indemnify and hold harmless, ArcBest, its parent, subsidiaries, affiliates, and divisions, including their respective employees, affiliates, officers, directors, agents, independent contractors and insurers from and against any and all claims, demands, causes of action of every kind and character, losses, costs, expenses (including reasonable attorneys' fees) and damages of any kind and character for injury to or death to any person, or damage to any property, arising out of or in connection with the use or operation of such equipment or any work or Services performed by you and/or any of their employees, agents, contractors, subcontractors, independent contractors, temporary workers, of either or any other person.

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 commodity 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 $110.00 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, transfer the shipment to another provider at Service Provider's dock, or allow the same or another consignee to pick up the shipment at the Service Provider's dock, before the shipment has been loaded, a charge of $16.50 per cwt, but not less than $120.00 per shipment per trailer, nor more than $750.00 per shipment per trailer will apply.

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 $110.00 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 $110.00 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 $110.00 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 $110.00 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 $16.50 per cwt, but not less than $120.00 per shipment per trailer, nor more than $750.00 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 commodity 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 $234.05. 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, and if one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge of $17.50 per 100 pounds, but not less than $150.00 per shipment per trailer, nor more than $725.00 per shipment per trailer, will be made for each such tender and for the final delivery. These 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.

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 $9.00 per 100 pounds, but not less than $78.00 per shipment per trailer, nor more than $380.00 per shipment per trailer will apply.

On Order-Notify shipments, the minimum charge shall be $180.00 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 carrier to a State Commission will be subject to a reporting charge of $68.94 in addition to all other applicable charges.

TRANSPORTATION MANAGEMENT SERVICES ITEM 860

When requested by you, 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 $80.00 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) Assistance
- Returns Management
- Standardized Reporting
- Customer Specific Inboxes

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 commodities 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 commodities 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 $430.00 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® or corporate relocation services.

2. The labor charge for installation of any material, including Secure Shipment Dividers (bulkheads), will be $185.00 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 11 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 commodities 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 $60.00 in addition to all other lawfully applicable charges. For shipments moving within points in Canada, the charge shall be $88.00. 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 $525.00 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 $12.00 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 commodities awaiting line-haul transportation will begin at 12:01 a.m., the first business day after commodities are received by the carrier.

2. Storage charges on commodities awaiting delivery will begin at 12:01 a.m., the second business day after the commodities are 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 commodities are 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 $7.00 per 100 pounds per day, but not less than a minimum charge of $185.00 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 $60.00 per day, but not more than $425.00 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 commodities.

5. Storage charges shown above will end the day commodities are placed in a public warehouse. When commodities are not placed in a public warehouse, the shipment will be subject to a rate or charge of $16.51 per 100 pounds per day, but not less than $132.18, or more than $2416.19 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

Commodity 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 commodities awaiting delivery will begin at 12:01 a.m., the fourth business day after commodities are 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:

   $2.55 per 100 pounds, but not less than $28.44 per shipment.

3. Storage charges under this item will apply up to and including the day Service Provider is enabled to deliver this commodity.

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 commodity using the equipment Service Provider uses for normal pickup and deliveries (28 foot trailers), and as needed, equipment it usually reserves to transport commodities 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 commodity charges unless payment has been guaranteed to the satisfaction of ArcBest by the consignor, consignee or third party payor.

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 $16.50 per 100 pounds of actual weight, but not less than $545.00 nor more than $1300.00 per shipment per piece of special equipment.

TERMINAL CROSS-DOCK HANDLING ITEM 960

When you or another carrier requests that an ArcBest facility Service Provider cross-dock a shipment, a fee of $8.75 per 100 pounds, but no less than $82.00 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 DANGEROUS GOODS ITEM 973

(Subject to Notes 1 - 3)

ArcBest may arrange shipments of hazardous materials or dangerous goods for transportation in accordance with the transportation requirements of the U.S. Department of Transportation or applicable Canadian laws or regulations, subject to the following provisions:

1. Shipments of hazardous materials or dangerous goods will be subject to the following requirements:

   A. Shipments of hazardous materials or dangerous goods 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, national, state, provincial 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 dangerous goods 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, provincial or local agency for the transportation of hazardous materials or dangerous goods and any interstate highway not disapproved by a state, provincial 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 $22.54 per mile per vehicle. All mileage shall be computed by use of Household Goods Carrier's Bureau, Agent, Mileage Guide (HGB 100 Series).

When special permits authorizing the transportation of specific shipments of hazardous materials or dangerous goods are required by federal, national, state, provincial 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 $63.00 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.

3. 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.

4. Shipments containing hazardous materials or dangerous goods will be subject to an additional charge of $63.00 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 U.S. or Canadian 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 dangerous goods will not be accepted under ArcBest time-critical service unless the Customer 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 or dangerous goods shall be borne by you.

TRANSPORTATION TAX, INTRASTATE SHIPMENTS — ITEM 975

State or provincial 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 COMMODITY — ITEM 980

Commodity 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. Commodity will also be deemed unclaimed/abandoned when ArcBest has been instructed to hold commodity at a dock for pick-up and such commodity 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 commodity at its sole discretion.

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

A. **Non-perishable Commodity**-Upon notification of arrival, if a shipment containing non-perishable commodities 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, reconsign 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 commodity 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 Commodity**-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 commodity and storage charges regardless of commodity disposition.

D. **Storage Charges**-Undelivered shipments will be subject to the applicable storage charges. See Item 910 herein.

E. **Dumping Charge**-Undamaged Commodity 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 $217.78 per shipment in addition to charges assessed by the landfill or dump site.

F. **Sales Fee**-When unclaimed/abandoned commodity is sold at public or private sale, a fee of $648.98 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 $274.44 per day (or fraction thereof) per trailer, will be assessed against the consignor making such request. Accrual of these charges will begin when Carrier's trailer is spotted at the pickup location and will terminate when ArcBest is notified that the trailer will not be used.

When the Carrier is requested to make a pickup of a shipment and arrived at the scheduled time for pickup and no commodity is given to the Carrier, a charge of $47.92 will be assessed.

ADVANCE WAREHOUSE SERVICE — ITEM 986

When an ArcBest or Service Provider facility acts as the warehouse for exposition commodities that are 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 $9.50 per cwt subject to a minimum of $19.00 per shipment will apply. The charge provided in this item will include warehousing (trapping)

the commodity, storage and pickup from, or delivery to, an exposition facility. Provisions of this item apply only when the Service Provider terminal where the commodity is dropped also is the terminal that delivers the commodity to the exposition facility; or when the Service Provider terminal performing the exposition facility pickup is the dock from which the commodity will be tendered to another carrier.

Storage charges for trapped commodity or commodity moving between shows will not begin until 12:01 a.m. on the thirtieth business day after commodity 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:

$967.97 per container

Unloading of the container at the terminal serving the port:

$483.93 per ocean container of less than 40 linear feet, when all commodities are palletized

$774.29 per ocean container of 40 linear feet or greater, when all commodities are palletized

$967.97 per ocean container of less than 40 linear feet, when commodities are not palletized

$1742.21 per ocean container of 40 linear feet or greater, when commodities are not palletized

When you make 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 a commodity 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)	$451.90	19.01	
	Tail Gate (partial loading or unloading)	451.90	8.86	
	Skidded Commodity(loading or unloading)	293.98	7.04	
Louisiana Ports	Full (loading or unloading)	385.60	5.37	
	Tail Gate (partial loading or unloading)	385.60	5.37	
	Skidded Commodity (loading or unloading)	293.98	5.37	
	Pickup or Delivery at Ports	127.37	5.71	
New York District Harbor Area/ Newark Bay Area	Full (loading or unloading)	383.07	24.92	$1885.02
	Tail Gate (partial loading or unloading)	383.07	24.92	1885.02
	Skidded Commodity(loading or unloading)	383.07	24.92	1885.02
Philadelphia Harbor Area	Full (loading or unloading)	340.06	24.92	
	Tail Gate (partial loading or unloading)	340.06	15.32	
	Skidded Commodity(loading or unloading)	340.06	6.58	
Texas Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Commodity(loading or unloading)	----	----	
	Pickup or Delivery at Ports	138.64	6.07	
Western U.S. Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Commodity(loading or unloading)	----	----	
	Pickup or Delivery at Ports	45.47	4.11	

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.

2. When the total freight charges (including accessorials and fuel surcharge) are increased or reduced by $10.00 or more as a result of weight or weight and classification changes, a $52.00 weight adjustment fee will apply in addition to all other charges.

3. ArcBest will not process reductions to freight charges for shipments not subject to the standard reweigh fee outlined in the above paragraph. ArcBest will only process freight charge reductions that exceed the sum of the standard reweigh fee and other processing and administrative charges. Reductions will be processed when total freight charges would decrease as a result of weight or weight and classification adjustments by an amount in excess of a $52.00 reweigh fee and other processing and administration charges.

4. 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 $86.38 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 $86.38 per shipment per vehicle in addition to all other applicable charges.

5. When ArcBest is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of $299.50 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.

6. When you request ArcBest to weigh or reweigh a vehicle both empty and loaded, the above charge in Paragraphs 4 or 5, 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 $52.00 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 $343.03 per hour or fraction thereof, subject to a minimum charge of $343.03.

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:

Days — Hours	Per worker, per hour or fraction thereof	Minimum Charge per Worker
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	$ 309.57	$ 309.57
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	465.35	465.35
Saturday, Sunday and Legal Holidays	465.35	2550.64

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) **ITEM 995**
(Subject to Note 4)

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 commodities move 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 **ITEM 997**
(Applicable only where specified reference is made hereto)

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.

Return to TOC

Conditions and Definitions:

1. The word “piece” refers to that single quantity of a commodity 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

ABBREVIATION	EXPLANATION
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
Oz	Ounce
Par	Parish

Return to TOC

ABBREVIATIONS, UNIFORM EXPLANATION OF (cont.)

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
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:

AK	Alaska
AL	Alabama
AR	Arkansas
AZ	Arizona
CA	California
CO	Colorado
CT	Connecticut
DC	District of Columbia
DE	Delaware
FL	Florida
GA	Georgia
HI	Hawaii
IA	Iowa
ID	Idaho
IL	Illinois
IN	Indiana
KS	Kansas
KY	Kentucky
LA	Louisiana
MA	Massachusetts
MD	Maryland
ME	Maine
MI	Michigan
MN	Minnesota
MO	Missouri
MS	Mississippi
MT	Montana
NC	North Carolina
ND	North Dakota
NE	Nebraska
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NV	Nevada
NY	New York
OH	Ohio
OK	Oklahoma
OR	Oregon
PA	Pennsylvania
PR	Puerto Rico
RI	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VA	Virginia
VT	Vermont
WA	Washington
WI	Wisconsin
WV	West Virginia
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

Return to TOC

FINAL MILE SERVICES

In addition to the other terms, conditions, rules and special charges in this Tariff all Final Mile service shipments shall be subject to the additional terms, conditions, rules and special charges in this section and in the ArcBest bill of lading attached hereto as Appendix 1. In the event of conflict between the Final Mile Services sections and any other sections in this Tariff, the Final Mile Services sections shall supersede and govern such conflict.

Final Mile service shipments shall be governed by the rules, items, terms and conditions contained in the ArcBest II, Inc., tariffs:

ARC 630 Series
ARC 631 Series
ARC 632 Series
ARC 633 Series

Such ArcBest tariffs are available upon request or available for inspection during business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916.

Except as otherwise specifically provided in this tariff, or modified to the extent specifically outlined in participating tariffs, liability for loss of and/or damages to a shipment moving under ArcBest Final Mile service will be limited by the provisions outlined herein, except that ArcBest's and Service Provider's liability will be further limited to the lesser of $5.00 ($0.10 other than new) per pound per lost or damaged package, or $50,000 per shipment, unless the shipper has requested excess liability coverage as provided below.

Optional Excess Liability Coverage

Shipper may request liability coverage in excess of the limits outlined above 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 for new commodities cannot exceed $25.00 per pound per lost or damaged package, and for other than new commodities cannot exceed $5.00 per pound per lost or damaged package. However, excess liability coverage will not apply on: (1) Prohibited or restricted commodities 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 commodities; or (4) Other than new items which are not packed so as to meet the minimum packaging requirements as provided for the commodity or commodities in the NMFC 100 Series.

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 commodity charges. Charges are to be paid by the party responsible for payment of the otherwise applicable commodity 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. Failure of the shipper to declare that a commodity is "other than new" shall not alter the application of this item. ELC may be refused if the commodity 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.*

When services are available from or to a point in Mexico, ArcBest and Service Providers shall not be liable for commodity loss or damage which occurs in Mexico during the shipment or services provided.

Notwithstanding any provisions in this Tariff, if all or any part of commodity is carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitations of liability specified by the "Carriage of Good by Sea Act" and any other pertinent laws applicable to water carriers.

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 COMMODITY CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, INCLUDING DELAYS OR OMISSIONS, WHETHER OR NOT FORESEEABLE OR DISCLOSED.

TRADE SHOW SERVICES

In addition to the other terms, conditions, rules and special charges in this Tariff all Trade Show Service shipments shall be subject to the additional terms, conditions, rules and special charges in this section and in the ArcBest bill of lading attached hereto as Appendix 2. In the event of conflict between the Trade Show Services sections and any other sections in this Tariff, the Trade Show Services sections shall supersede and govern such conflict.

Trade Show service shipments shall be governed by the rules, items, terms and conditions contained in the ArcBest II, Inc., tariffs:

ARC 625 Series
ARC 626 Series
ARC 690 Series

Such ArcBest tariffs are available upon request or available for inspection during business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916.

Except as otherwise specifically provided in this tariff, or modified to the extent specifically outlined in participating tariffs, in the event of loss of and/or damage to any less-than-truckload 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;
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 which is damaged or lost. 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.

Optional Excess Liability Coverage

Except to the extent otherwise outlined in other sections herein, or to the extent otherwise specifically outlined in participating tariffs, Shipper may request liability coverage in excess of the limits outlined 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) Prohibited or restricted commodities 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 commodities; or (4) Other than new items which are not packed so as to meet the minimum packaging requirements as provided for the commodity or commodities in the NMFC 100 Series.

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 commodity charges. Charges are to be paid by the party responsible for payment of the otherwise applicable commodity 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, including the minimum packaging requirements, as provided in the NMFC 100 Series. ELC may be refused if the commodity 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.*

Liability for Other than New Commodities

All commodities other than new, 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 this section. 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 herein this section, 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.

When services are available from or to a point in Mexico, ArcBest and Service Providers shall not be liable for commodity loss or damage which occurs in Mexico during the shipment or services provided.

Notwithstanding any provisions in this Tariff, if all or any part of commodity is carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitations of liability specified by the “Carriage of Good by Sea Act” and any other pertinent laws applicable to water carriers.

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 COMMODITY CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, INCLUDING DELAYS OR OMISSIONS, WHETHER OR NOT FORESEEABLE OR DISCLOSED.

TIME-CRITICAL SERVICES

In addition to the other terms, conditions, rules and special charges in this Tariff, all time-critical shipments shall be subject to the additional terms, conditions, rules and special charges in this section and in the ArcBest bill of lading attached hereto as Appendix 3. In the event of conflict between the time critical services sections and any other sections in this Tariff, the time critical services sections shall supersede and govern such conflict.

Time-critical shipments shall be governed by the rules, items, terms and conditions contained in the ArcBest II, Inc. tariff ARC 610 Series. Such ArcBest tariffs are available upon request, on online at www@arcb.com or available for inspection during business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916.

Reference to Tariffs, Items, Rules, etc.

When reference is made in this tariff to tariffs, items, notes rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

Governing Publications

Title or Kind of Tariff	Issuing Agent or Carrier	Tariff No.
Classification	National Motor Freight Traffic Association, Inc.	NMF 100 Series
Classification	Commodity Classification for Exempt Commodities and General Exceptions to the NMFC	ARC 100
Mileage Guide	Household Goods Carriers	HGB 100 or PC Miler v. 15
Hazardous Materials	U.S. Department of Transportation	Title 49 CFR
Dangerous Goods	Department of Public Works and Government Services Canada	Defense Production Act and Controlled Goods Regulations
Tariff	Time-critical Service	ARC 610

General Time-Critical Services Terms

ArcBest's time-critical services offer specialized pickup and delivery service for individual shipments under the terms in this Tariff.

Dimensional Weight

Transportation charges established under specific account pricing programs, except to the extent otherwise provided herein, will be assessed on the gross weight of the shipment based on the greater of the actual or dimensional weight. Dimensional weight will be derived from the cubic measurement of the shipment on the basis of one pound for each 194 cubic inches. When the greater of the actual or dimensional weight is used to determined applicable freight charges, the shipment will not be subject to a Density Minimum Charge.

In connection with all time-critical Spot Quotes, as further outlined in time critical Spot Quotes herein, the dimensional weight will be derived from the cubic measurement of the shipment on the basis of one pound for each 194 cubic inches.

Example: Shipment weighs 150 pounds and is 36" long, 36" wide and 24" high. Multiply length times width times height and divide by 194 (36 x 36 x 24 = 31,104 / 194 = 160 pounds dimensional weight). Since dimensional weight is greater than actual, use dimensional weight.

Application

The following terms and conditions are applicable to all time-critical services. Additional terms and conditions may be found under the terms applicable to the service requested for the specific shipment (see Time-Definite Delivery Services, General Time-Critical Pricing, Specific Account Pricing Programs, and Time-Critical Spot Quotes sections herein):

1. Unless otherwise specifically provided herein, Saturdays and Sundays are not considered as days of transit.
2. Specific indication of a delivery request "On" a specific date, or "Between" a range of dates, must be clearly designated on the initial bill of lading in order for ArcBest to enact delivery "On" or "Between" the specified period.
3. Specific indication of a delivery request "Between," a time range, as further defined in Time Definite Delivery Services herein, or in Specific Account Pricing, must be designated on the initial bill of lading in order for ArcBest to enact delivery "Between" the specified time range.
4. When no date/time service request is made on the initial bill of lading, ArcBest will arrange delivery by the applicable date as defined under the provisions governing the time critical service for the shipment, subject to delivery by 5 p.m. as outlined in Pickup/Delivery Service herein.
5. Executing in accordance with the terms of Section 7 on the initial bill of lading will negate this service.
6. ArcBest reserves the right to reject a service request when the requested service cannot be reasonably arranged, performed or is not available for the specified origin/destination.
7. ArcBest reserves the right to reject a request to arrange service in connection with a shipment for which pickup service has already been completed. Any such request will be evaluated on a case by case basis. If the request is approved, the applicable pricing herein will be applied. Customer agreement will be documented in the confirmation notice and through this confirmation notice, you agree to the terms of this Tariff.
8. Except as otherwise provided herein, including but not limited to, the liability limitations terms, the rates, charges, and rules and regulations of this Tariff shall take precedence to any otherwise applicable rates, charges, quotes, or terms contained in any otherwise applicable and effective tariff, or contract, including the terms and conditions contained on the shipment documents. To the extent different time sensitive pricing could apply to a single shipment, the following order of precedence will apply:
    a. Time Critical Quote ID (see Time Critical Spot Quotes for more information)
    b. Specific Account Pricing Programs
    c. Time Critical pricing as provided in General Time Critical Pricing herein.
9. This tariff will not apply on shipments moving under the following programs:
    a. Volume Price Quotes, except in connection with the provisions outlined in General Time-Critical Pricing herein.
    b. Department of Defense Government Tenders, except as provided in Specific Account Pricing Programs herein. Shipments moving under all other Government Tenders will be eligible for all TK services provided herein.
    c. Final Mile, except as provided in Specific Account Pricing Programs herein or as provided within individual Time Critical Spot Quotes.

Computation and Application of Fuel Surcharge

The provisions of this section will not be applicable in connection with shipments moving under Time-Critical Spot Quotes as defined in Time-Critical Spot Quotes herein.

Shipments subject to provisions of General Time-Critical Pricing and Specific Account Pricing Programs herein, will be subject to the provisions of this section.

Unless otherwise specifically provided, the fuel surcharge as shown in Item 161 of the LTL Services Section shall apply on all line haul charges.

Air Freight Fuel Surcharge

Provisions contained in this section will only apply to the extent specified in the account-specific pricing. The air freight fuel surcharge will apply in connection with shipments which require air service transportation. Unless otherwise specifically provided, an air fuel surcharge as shown in Air Expedite Services Section shall apply on all line haul charges.

Authorization to Screen Air Cargo

As required by the United States Transportation Security Administration, all shipments moving via air carrier through any portion of the transportation from original origin to final destination is subject to TSA inspection or screening. In tendering a shipment to any carrier, you indicate agreement and consent to the terms and requirements contained within the Indirect Air Carrier Standard Security Program in effect at time of pickup.

US/Canadian/Mexican Border Requirements

Shipments must be accompanied by all papers necessary to comply with the requirements of governmental authorities. Shipper must furnish all invoices, document evidence and declarations, duties, fees and other charges, which may be imposed or assessed against the contents of the shipment.

Where all necessary requirements of such authorities are not complied with and, through no fault of ArcBest, expenses are incurred, those additional charges will be added to the freight bill. Delivery will not be made until such charges are paid or guaranteed by the paying party.

Additionally, when the shipper fails to provide all required papers, or otherwise comply with all necessary requirements of such authorities, and as a result, the shipment, in whole or in part, is held by any government, or otherwise cannot be delivered because of Customs clearance delays or the inability of the consignee (or tradeshow contractor) to receive the shipment, the shipment shall not be subject to the Service Satisfaction guarantee as provided in Service Satisfaction terms herein.

Except as otherwise specifically provided in this tariff, 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;
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 commodity 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.

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.

Except to the extent otherwise specifically outlined herein or in participating tariffs, Shipper may request liability coverage in excess of the limits outlined 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) Prohibited or restricted commodities 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 commodities; or (4) Other than new items which are not packed so as to meet the minimum packaging requirements as provided for the commodity or commodities in the NMFC 100 Series.

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 commodity charges. Charges are to be paid by the party responsible for payment of the otherwise applicable commodity 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, including the minimum packaging requirements, as provided in the NMFC 100 Series. ELC may be refused if the commodity 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.*

Liability For Other Than New Commodities

All commodities other than new, 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 this section. The maximum excess 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 herein this section, 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.

When services are available from or to a point in Mexico, ArcBest and Service Providers shall not be liable for commodity loss or damage which occurs in Mexico during the shipment or services provided.

Notwithstanding any provisions in this Tariff, if all or any part of commodity is carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitations of liability specified by the "Carriage of Good by Sea Act" and any other pertinent laws applicable to water carriers.

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 COMMODITY CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, INCLUDING DELAYS OR OMISSIONS, WHETHER OR NOT FORESEEABLE OR DISCLOSED.

TRUCKLOAD SERVICES ("TL")

In addition to the other terms, conditions, rules and special charges in this Tariff, all truckload motor carrier brokerage services, not otherwise defined herein, shall be performed by MoLo Solutions, LLC. a wholly owned subsidiary of ArcBest II, Inc. (hereinafter "MoLo") (DOT#3000394).

By tendering freight to MoLo, arranging for freight to be tendered to MoLo, or otherwise requesting services from MoLo, Shipper agrees to be legally bound by the terms and conditions, below, as amended from time to time by MoLo in its sole discretion.

MoLo Solutions, LLC., a truckload brokerage service is in the business of arranging transportation of property by third-party motor carriers and MoLo holds authority from the Federal Motor Carrier Safety Administration to engage in operations as a transportation broker of general commodities (except Household Goods) in interstate or foreign commerce for MoLo customers ("Shipper"). MoLo and Shipper may be referred to herein individually as a "Party" and collectively as the "Parties."

Shipper understands and acknowledges that: (1) MoLo is not a motor carrier, (2) MoLo is a broker which arranges for the transportation of freight by third-party motor carriers, and (3) MoLo intends to engage and contract with one or more motor carriers (as defined below), for purposes of satisfying obligations under these Terms and Conditions.

By tendering freight to MoLo, arranging for freight to be tendered to MoLo, or otherwise requesting services from MoLo, Shipper agrees to be legally bound by these Terms and Conditions, as amended from time to time, by MoLo in its sole discretion.

These Terms and Conditions, as amended from time to time, apply to any services of MoLo, unless expressly waived in a writing signed by an officer of MoLo. In addition, Shipper specifically waives access to Broker's records pursuant to 49 C.F.R. § 371.3. Shipper hereby agrees:

1. **SERVICE**. MoLo agrees to arrange for transportation of Shipper's freight ("Goods") by third-party motor carriers ("Carrier(s)"). MoLo's responsibility is limited to arranging for, but not actually performing, transportation carriage of Goods. Nothing in these Terms and Conditions shall be deemed to require MoLo to provide services upon request of Shipper, and MoLo reserves the right to accept or decline, in its sole discretion, any particular request for services.

2. **SHIPPER RESPONSIBILITIES**.

   A. **Compliance with Laws**. Shipper warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to these Terms and Conditions. Furthermore, Shipper warrants and represents that Shipper is in compliance with all laws, regulations and requirements applicable to Shipper's business and requested services. Shipper is responsible for complying with all applicable export and import laws and regulations.

B. **Special Handling**. Unless specialized handling instructions are provided by Shipper in accordance with these Terms and Conditions, Shipper acknowledges and agrees that no specialized handling (including, but not limited to, controlled temperature service or protection from cross contamination) will be provided and Shipper further warrants and represents that any and all cargo has been packaged, so as to ensure cargo shall remain in safe and sanitary condition, without the need for any specialized handling by the Carrier. If Shipper wishes to request specialized handling, Shipper must do so in writing provided to MoLo with the initial request for services with respect to the specific consignment, to which such request relates ("Written Instructions"). Shipper acknowledges and agrees that MoLo's sole obligation, with respect to any requested special handling, is to pass through to the Carrier the instructions contained in such a notice. Any failure or alleged failure to comply with specialized instructions shall not, in and of itself, result in any presumption that the shipment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose or use, nor shall it be otherwise grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. Under no circumstances shall MoLo, or any Carrier, be obligated to perform the duties of a "shipper" as that term is defined in any applicable law, rule or regulation. BY TENDERING ANY SHIPMENT WHICH CONTAINS FOOD INTENDED FOR HUMAN OR ANIMAL CONSUMPTION, INCLUDING ARTICLES USED FOR COMPONENTS THEREOF, SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE TRANSPORTATION EQUIPMENT IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY AND ALL STANDARDS APPLICABLE TO THE GOODS IN QUESTION. ANY THIRD-PARTY MAKING SHIPPER'S GOODS AVAILABLE FOR TRANSPORTATION IS FULLY AUTHORIZED TO ACT ON BEHALF OF SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED TRANSPORTATION EQUIPMENT IS ACCEPTABLE.

C. **Hazardous Materials and Dangerous Goods**. Shipper will not tender for transportation or storage any hazardous materials or dangerous goods (as defined by applicable international convention or code, or otherwise applicable federal, state or provincial legislation or regulations, including but not limited to those set forth in DOT regulations, 49 C.F.R. Parts 100 to 185, and the Transport Dangerous Goods Regulations/Canada) without first giving written notice to MoLo at the time of the initial request for services with respect to the specific consignment to which such notice relates. Shipper is solely responsible for complying with any and all applicable laws and regulations imposed on the offeror of any such cargo, including with respect to classifying, tendering, packaging and labeling such hazardous materials as dangerous goods.

D. **Shipper Written Instructions**.

i. Shipper warrants and represents that it is authorized to tender the Goods to MoLo and that all descriptions of the Goods are complete, accurate, and include all information required by applicable law, rules, or regulation. Shipper must provide necessary shipping instructions and properly identify all Goods in the bill of lading. Shipper will not tender any prohibited or restricted commodities.

E. **Cargo Loading and Securement**.

i. Shipper is responsible for ensuring that Goods are properly and safely packaged and loaded. If Carrier is not allowed on the dock during loading, Shipper is responsible for ensuring that Goods are supported, blocked, braced, and secured. If Shipper is loading the Goods into the motor vehicle, Shipper must inspect the vehicle or other transportation equipment provided by the Carrier, to ensure it meets the requirements specified in the Written Instructions and is in an appropriate sanitary condition for transporting the Goods.

ii. Shipper must reject any equipment that is not in apparent suitable condition to protect and preserve the Goods during transportation. Vehicles and other transportation equipment used to transport the Goods will be deemed acceptable to Shipper upon loading.

3. **MOLO'S RESPONSIBILITIES**.

A. MoLo's sole responsibility, with respect to selection and retention of Carriers, is to make reasonable efforts to place Shipper's loads with responsible Carriers. However, MoLo makes no express or implied warranties or guarantees concerning delivery time or the locating of a Carrier to provide the transportation services requested by Shipper. MoLo will select Carriers, using criteria no less stringent than the following:

i. Verifying the Carrier's operating authority;

ii. Verifying the Carrier's insurance coverage, with coverage not less than:

1. $1,000,000 per occurrence for Commercial Auto Liability;

2. $100,000 per occurrence for Motor Truck Cargo Liability;

B. MoLo will require by written contract, that each Carrier providing transportation services agrees:

i. That it is and shall remain duly and legally licensed under applicable state, providential, and federal law, to provide transportation services;

ii. That it does not have a "conditional" or an "unsatisfactory" safety rating issued by the United States Department of Transportation or any state or provincial authority with jurisdiction over its operations, and that it will comply with all applicable federal, state, provincial laws;

iii. That it is performing services pursuant to a written contract; and,

iv. That it will obtain a receipt showing the kind and quantity of goods delivered to the consignee of each shipment at the destination.

4. **INCIDENTAL, CONSEQUENTIAL, AND OTHER INDIRECT DAMAGES**. Neither MoLo nor Carriers shall be liable and each hereby disclaims responsibility, for any indirect, incidental, special, punitive, consequential, or multiplied damages, or other indirect costs, lost profits, chargebacks, fees, charges, or delays of any kind, whether or not foreseeable or disclosed including, but not limited to, lost profits or damages due to business interruption or shut down. Additionally, no breach of these Terms and Conditions, whether material or immaterial, or material deviation will extend MoLo's or Carriers' liability beyond the limitations specified herein.

5. **RECEIPTS AND BILLS OF LADING**. Shipper's insertion of MoLo's name on the bill of lading will be for Shipper's convenience only, and will not change MoLo's status as a property broker. The terms and conditions of any freight documentation used by Shipper or Carrier will not supplement, alter, or modify these Terms and Conditions.

6. **PAYMENTS**. MoLo will charge and Shipper will pay all services charges in full and without offset or deduction within fifteen (15) days from the invoice date, including Saturdays, Sundays, and legal holidays. The credit term begins the day after the invoice date. On business-to-business credit card payments, Shipper will pay a two percent (2%) handling charge on all service fees and charges. For any invoices not paid within fifteen (15) days from the invoice date, or other credit period, if applicable, and for which MoLo utilizes an outside collection agency and/or attorney to effect collections, Shipper shall pay a collection handling fee of thirty (30) percent of the unpaid amount. Shipper is responsible for all fees and costs, including reasonable attorneys' fees, litigation costs and collection agency fees, incurred by MoLo in enforcing collection of payments for unpaid invoices. If any information provided by Shipper is inaccurate or incomplete, Shipper acknowledges and agrees that the agreed upon rates may, in MoLo's sole discretion, be revised to reflect the goods or weight actually tendered. Shipper shall also be responsible for any additional accessorial charges imposed by the Carrier which were not anticipated by MoLo at the time MoLo arranged for services with the Carrier or which were not otherwise included in the rate set forth in the load confirmation. In no event will MoLo have any responsibility for, and Shipper will defend, indemnify, and hold MoLo harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of Shipper is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, MoLo shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations. MoLo shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in the Carrier's, dominion or control for the payment of any and all amounts due and owing from Shipper or with respect to services rendered at the request, or for the benefit of, Shipper. In addition, to the extent not prohibited by applicable law, MoLo will have a general lien on any cargo under its, or the Carrier's, dominion or control, and any proceeds thereof, for any and all amounts due and owing from Shipper or with respect to services rendered at the request, or for the benefit of, Shipper regardless of whether those amounts relate to cargo or proceeds against which the general lien is enforced.

7. **CLAIMS**.

A. **Cargo Claims**. MoLo is acting as a property broker, not a motor carrier or freight forwarder, and has no liability for loss, damage and/or delay to Goods except to the extent such claims are caused by MoLo's negligent acts or omissions, in which case, MoLo's liability shall be limited in accordance with subparagraph (C) below. Shipper is responsible for filing a claim with MoLo, alleging MoLo's liability for cargo loss and damage within six (6) months of the date of delivery of the Goods (or, if none, within six (6) months of the date the Goods should have been delivered). Failure to do so will result in an absolute bar to any such claim and will relieve MoLo of any and all liability with respect thereto. MoLo shall require Carrier to agree to assume the liability of a motor carrier (*i.e.* "Carmack Amendment" liability) for loss, damage and/or delay to the Goods while in transit, subject to a maximum liability of $100,000 per shipment, unless otherwise agreed to in writing between the Parties. Shipper acknowledges that liability is limited in consideration of a lower rate than would otherwise be applicable and that Shipper has the option to request a higher valuation of liability at the time of booking. MoLo may assist Shipper in the filing and/or processing of claims with Carrier (claims must be submitted at https://shipmolo.com), if Shipper submits claims for cargo loss, damage and/or delay, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, with MoLo (which MoLo will forward such cargo claim to the Carrier) within nine (9) months from the delivery date or, in the event of non-delivery, the scheduled delivery date. Shipper must file any civil action in a court of law within two (2) years from the date that any part of the claim is disallowed. Shipper acknowledges and agrees that the sole liability of MoLo, with respect to loss, damage or delay to cargo, shall be as set forth in this provision and Shipper warrants and represents that if it is not the owner of such cargo, Shipper holds authority from such owner to bind the owner to the provisions of these Terms and Conditions

B. **All Other Claims**. The Parties shall notify each other of all known material details of any claims in writing within 60 days of receiving notice of any claims other than cargo loss or damage claims and shall update each other promptly thereafter as more information becomes available. Civil actions must be commenced within 2 years from the date either Party provides written notice to the other Party of such a claim. MoLo agrees to notify Shipper of any accident or other event of which MoLo is apprised and which prevents the Carrier from making a timely or safe delivery.

C. **Limit of Liability.** MoLo's aggregate liability to Shipper, or any third party, for all claims, losses, and damages related to the services provided pursuant to these Terms and Conditions, and any loss or damage to Goods for which shipment is arranged by MoLo, whether based on an action in contract, equity, negligence, tort, statute, or other theory, will not exceed an amount equal to the total charges specifically charged by MoLo for the service or shipment giving rise to such claims or damages. MoLo's services are provided "as is" and "as available," without warranties of any kind, either express or implied, including, but not limited to warranties of fitness for a particular purpose. MoLo is not liable for the consequences of identify theft or fraudulent conduct of third parties, including utilizing the services of entities representing themselves to be Carriers or representatives thereof.

D. **Trailer Seals.** Unless otherwise agreed by MoLo, Shipper is responsible for applying the seal to any trailer tendered for services. If the seal originally applied to the trailer is intact upon delivery, neither MoLo nor the Carrier will be liable for shortage or theft unless there is physical evidence of unauthorized entry into the trailer while it was in the possession of the Carrier and proof of actual damage or loss of Goods. Shortage or theft claims must be supported by seal records and actual loading and unloading records. Additionally, neither MoLo nor the Carrier will be liable for shortage or theft if the seal is broken: (1) at the direction and under the supervision of a Governmental Authority and is resealed after inspection by such Governmental Authority; or, (2) because it becomes reasonably necessary to do so to inspect, reposition, or protect the cargo or the trailer or to comply with applicable laws or regulations. In both instances, MoLo will request the Carrier to document the breaking of the original seal and application of a new seal in such circumstances. In the absence of any other evidence, a missing, unreadable, or broken seal will not create a presumption of loss to or contamination of the Goods, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. The consignee may not refuse delivery of a shipment, even for food grade loads, due to broken, unreadable, or missing seals, unless there is direct physical evidence of product tampering or contamination beyond the broken, unreadable, or missing seal. Contamination claims must be supported by appropriate quality inspections outlining the full actual loss.

E. **Mitigating Damages**. None of the provisions in these Terms and Conditions in any way limits Shipper's obligation to mitigate damages, including by salvaging all portions of a shipment for which there is a secondary market.

8. **INSURANCE**.

A. MoLo agrees, at its own expense, at all times during the term of these Terms and Conditions, to maintain all insurance required by law for interstate property brokers.

B. Shipper is responsible for maintaining property insurance covering the Goods, both for the Goods and in transit, including loading and unloading.

C. MoLo may consult an insurance broker to arrange insurance appropriate to Shipper's specific needs. Upon request by the Shipper, MoLo may offer, for an additional cost and through its designated insurance carrier or insurance broker, to arrange for shipment-specific cargo policies to be issued in Shipper's name. Following the issuance of any such policy through their insurance underwriter, MoLo will have no further duty regarding cargo insurance and no liability for loss of, delay of, or damage to the Goods during transport or storage, whether covered by insurance on the Goods or not, and whether such loss, delay or damage has been caused or contributed to by its negligence or breach of these Terms and Conditions, or otherwise. Any coverage on the Goods will be subject to the terms and conditions of the specific policy or policies procured. MoLo is not liable if Shipper for any reason whatsoever, fails to recover a loss, in whole or in part, from the insurer under any applicable policy, even though the premium charged by the insurer may be different from what MoLo charges Shipper. Any difference in charges between actual premium and premium stated on the invoice is a reasonable administrative charge for the cost incurred by MoLo for arranging such shipment-specific insurance for and on behalf of Shipper. Shipper acknowledges and agrees that MoLo's role is limited to facilitating placement of insurance coverage with entities licensed to sell or broker cargo insurance, and that MoLo is not in the business of selling insurance or insuring risk.

9. **SURETY BOND**. MoLo, in its capacity as a broker, shall maintain a surety bond or trust fund agreement, as required by the FMCSA, and shall furnish Shipper with proof upon written request.

10. **INDEMNIFICATION**. Shipper must defend, indemnify, and hold MoLo, MoLo's employees and agents harmless from and against, and shall pay and reimburse for, any and all claims, losses, damages, liabilities, fines, judgments, penalties and amounts (including reasonable attorney fees) arising from or related to: (i) Shipper's or Shipper's employees' or agents' negligence or intentional misconduct; (ii) Shipper's breach of these Terms and Conditions; (iii) Shipper's or Shipper's employees' or agents' violation of applicable laws, rules, or regulations; (iv) Shipper's failure to provide, or MoLo's or the Carrier's compliance with or reliance on, instructions, directions, or request of Shipper; or (v) claims by Shipper, Shipper's customers, or any party to a bill of lading seeking to impose liability on MoLo in excess of the liabilities expressly assumed by Molo herein or in excess of limitations on or exclusions from liability as set forth herein. Shipper must also indemnify MoLo from any attempts to recover from MoLo by Shipper's insurance carrier. The obligation to defend includes payment of all reasonable costs of defense, including attorney fees, as they accrue. The foregoing notwithstanding, Shipper's obligation to hold harmless, defend, indemnify, pay and reimburse shall not apply to the extent any claim is caused by the negligence or intentional misconduct of MoLo. Shipper may not enter into any third-party agreements that would, in any manner whatsoever, constitute an admission of fault by MoLo or bind MoLo in any manner, without MoLo's prior written consent.

11. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT**. These Terms and Conditions may not be assigned or transferred by Shipper, in whole or in part, for any reason whatsoever without MoLo's prior written consent, and any such action or conduct in violation of the foregoing will be void and without effect. MoLo expressly reserves the right to assign these Terms and Conditions and to delegate any of its duties and obligations hereunder.

12. **SEVERABILITY/SURVIVABILITY**. In the event that the operation of any portion of these Terms and Conditions results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable, and that the remaining provisions of these Terms and Conditions shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of these Terms and Conditions for any reason.

13. **INDEPENDENT CONTRACTOR**. It is understood between MoLo and Shipper that MoLo is not an agent for Carrier or Shipper and shall remain at all times an independent contractor. Shipper does not exercise or retain any control or supervision over MoLo, its operations, employees, or Carrier. MoLo does not exercise or retain any control or supervision over Carrier, its operations, employees, or Shipper.

14. **NONWAIVER**. Failure of either Party to insist upon performance of any of the terms, conditions or provisions of these Terms and Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of these Terms and Conditions, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

15. **NOTICES.** Excluding service of process, any notices to MoLo must be sent to MoLo, Attn: Vice President Yield Mgt., 8401 McClure Drive, Fort Smith, AR 72916, and must be delivered either by certified or registered mail, return receipt requested and postage prepaid, or by overnight courier service, and are deemed given upon receipt by MoLo or Shipper.

16. **FORCE MAJEURE**. Neither Party shall be liable to the other for failure to perform any of its obligations under these Terms and Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, pandemic, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of Shipper or MoLo, provided that the Party so prevented uses its best efforts to perform under these Terms and Conditions and provided further, that such Party provide reasonable notice to the other Party of such inability to perform. Performance requirements are extended by the amount of the delay except for payment obligations.

17. **CHOICE OF LAW AND VENUE**. All questions concerning the construction, interpretation, validity and enforceability of these Terms and Conditions, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the federal laws regarding transportation, where applicable, and otherwise by the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The Parties agree to the exclusive personal jurisdiction and venue in a federal or state court in Cook County, Illinois.

18. **ENTIRE AGREEMENT**. These Terms and Conditions constitute the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. No terms and conditions stated in Shipper's purchase order or in any other Shipper order or tender documentation shall be incorporated into or form any part of this agreement, and all such terms and conditions shall be null and void. Notwithstanding anything to the contrary herein, MoLo reserves the right, at its sole discretion to modify and amend these Terms and Conditions at any time. In the event these Terms and Conditions are modified, the updated Terms and Conditions will be posted on MoLo's website. The current version shall be applicable at the time of shipment. By booking services with MoLo or tendering shipments to MoLo, Shipper agrees to be bound by these Terms and Conditions at the time of tender.

These terms and conditions, as amended from time to time, above, apply to any and all services of MoLo unless expressly waived in a writing signed by an officer of MoLo. In addition, Shipper specifically waives access to MoLo's records pursuant to 49 C.F.R. § 371.3.

INTERMODAL SERVICES ("INTERMODAL")

In addition to the other terms, conditions, rules and special charges in this Tariff, all intermodal services ("Intermodal Services") not otherwise defined herein, shall be performed by ArcBest International, Inc. (hereinafter "ArcBest International") a wholly owned subsidiary of ArcBest II, Inc. ArcBest International, Inc. is a registered Freight Forwarder and Property Broker with the Federal Motor Carrier Safety Administration ("FMCSA").

By tendering intermodal freight to ArcBest International, shipper (hereinafter "Shipper") agrees to be legally bound by the terms and conditions (hereinafter "Terms and Conditions") of this tariff as amended from time to time. If ArcBest International issues a bill of lading to a shipper for a particular shipment that will dictate that ArcBest International is operating as a Freight Forwarder. If ArcBest International does not issue a bill of lading to the shipper for a particular shipment that will dictate that ArcBest is acting as a property broker.

Shipper understands and acknowledges that when acting as a broker that ArcBest International is not acting in its capacity of a freight forwarder and therefore in the capacity as a broker and therefore disclaims all cargo loss, damage and/or delay. When ArcBest International is acting as a broker, in the event of loss, damage and/or delay, Shipper would need to file a cargo claim directly with the rail carrier, motor carrier or freight forwarder who took physical custody and/or issued a bill of lading.

These Terms and Conditions, as amended from time to time in ArcBest International's sole discretion, apply to any services of ArcBest International unless expressly waived in a writing signed by an officer of ArcBest International. In addition, Shipper when using the brokerage services of ArcBest International specifically waives access to ArcBest's International records pursuant to 49 C.F.R. § 371.

These Terms and Conditions do not apply to or for ArcBest International, Inc. when ArcBest International, Inc. is acting as a Non-Vessel Operating Common Carrier ("NVOCC") under the jurisdiction of the Federal Maritime Commission. When ArcBest International acts as an NVOCC it issues a bill of lading in that specific legal capacity.

Shipper hereby agrees:

1. **SHIPPER RESPONSIBILITIES**.

   A. **Compliance with Laws**. Shipper warrants that it is the beneficial owner or agent authorized to bind the beneficial owner with respect to these Terms and Conditions. Furthermore, Shipper warrants and represents that Shipper is in compliance with all laws, regulations and requirements applicable to Shipper's business and requested services. Shipper is responsible for complying with all applicable export and import laws and regulations.

   B. **Special Handling**. Unless specialized handling instructions are provided by Shipper in accordance with these Terms and Conditions, Shipper acknowledges and agrees that no specialized handling (including, but not limited to, controlled temperature service or protection from cross contamination) will be provided and Shipper further warrants and represents that any and all cargo has been packaged, so as to ensure cargo shall remain in safe and sanitary condition, without the need for any specialized handling by the carrier. If Shipper wishes to request specialized handling, Shipper must do so in writing provided to ArcBest before pickup. Shipper acknowledges and agrees that ArcBest International's sole obligation, with respect to any requested special handling, is to pass through to the underlying carrier, or the underlying transportation provider, the instructions contained in such a notice. Any failure or alleged failure to comply with specialized instructions shall not, in and of itself, result in any presumption that the shipment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose or use, nor shall it be otherwise grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. Under no circumstances shall ArcBest International, or any underlying carrier, be obligated to perform the duties of a "shipper" as that term is defined in any applicable law, rule or regulation. BY TENDERING ANY SHIPMENT WHICH CONTAINS FOOD INTENDED FOR HUMAN OR ANIMAL CONSUMPTION, INCLUDING ARTICLES USED FOR COMPONENTS THEREOF, SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE TRANSPORTATION EQUIPMENT IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY AND ALL STANDARDS APPLICABLE TO THE GOODS IN QUESTION. ANY THIRD-PARTY MAKING SHIPPER'S GOODS AVAILABLE FOR TRANSPORTATION IS FULLY AUTHORIZED TO ACT ON BEHALF OF SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED TRANSPORTATION EQUIPMENT IS ACCEPTABLE.

C. **Hazardous Materials and Dangerous Goods**. Shipper will not tender for transportation or storage any hazardous materials or dangerous goods (as defined by applicable international convention or code, or otherwise applicable federal, state or provincial legislation or regulations, including but not limited to those set forth in DOT regulations, 49 C.F.R. Parts 100 to 185, and the Transport Dangerous Goods Regulations/Canada) without first giving written notice to ArcBest International at the time of the initial request for services with respect to the specific consignment to which such notice relates. Shipper is solely responsible for complying with any and all applicable laws and regulations imposed on the offeror of any such cargo, including with respect to classifying, tendering, packaging and labeling such hazardous materials as dangerous goods. In addition to notice to ArcBest International, all commodities that are hazardous or dangerous will be properly disclosed on the bill of lading at time of pickup.

D. **Shipper Written Instructions**.

i. Shipper warrants and represents that it is authorized to tender the Goods to ArcBest and that all descriptions of the Goods are complete, accurate, and include all information required by applicable law, rules, or regulation. Shipper must provide necessary shipping instructions and properly identify all Goods in the bill of lading. Shipper will not tender any prohibited or restricted commodities.

E. **Cargo Loading and Securement**.

i. Shipper is responsible for ensuring that Goods are properly and safely packaged. If Shipper is loading the Goods into a motor vehicle, Shipper must inspect the vehicle or other transportation equipment provided by the underlying motor Carrier, to ensure it meets the requirements specified in the instructions and is in an appropriate sanitary condition for transporting the Goods.

ii. Shipper must reject any equipment that is not in apparent suitable condition to protect and preserve the Goods during transportation. Vehicles and other transportation equipment used to transport the goods will be deemed acceptable to Shipper upon loading.

2. **ARCBEST INTERNATIONAL RESPONSIBILITIES**.

A. When ArcBest International is acting as a domestic freight forwarder its legal responsibility, and cargo legal liability will be as stated on such bill of lading.

B. When ArcBest International is acting as a domestic broker it will assure that all underlying transportation providers are properly licensed per applicable laws and regulations and that all contracted motor carriers will have cargo insurance of not less than $100,000.00 (U.S.). In addition, ArcBest will assure that the underlying motor carrier's:

i. Do not have a "conditional" or an "unsatisfactory" safety rating issued by the United States Department of Transportation's Federal Motor Carrier Safety Administration or any equivalent applicable state or provincial authority with jurisdiction over its operations, and such underlying motor carrier's will contractually agree with ArcBest International to comply with all applicable federal, state, provincial laws;

ii. That it is performing services pursuant to a written contract with ArcBest International; and,

iii. That it will obtain a receipt showing the kind and quantity of goods delivered to the consignee of each shipment at the destination.

3. **INCIDENTAL, CONSEQUENTIAL, AND OTHER INDIRECT DAMAGES**. Neither ArcBest International, the underlying motor carriers or freight forwarders, or any other transportation provider, or their agents or representatives, shall be liable and each and all hereby disclaims legal responsibility, for any indirect, incidental, special, punitive, consequential, or multiplied damages, or other indirect costs, lost profits, chargebacks, fees, charges, or delays of any kind, whether or not foreseeable or disclosed including, but not limited to, lost profits or damages due to business interruption or shut down. Additionally, no breach of these Terms and Conditions, whether material or immaterial, or material deviation will extend liability beyond the limitations specified herein.

4. **PAYMENTS**. ArcBest International will charge and Shipper will pay all services charges in full and without offset or deduction within fifteen (15) days from the invoice date, including Saturdays, Sundays, and legal holidays. The credit term begins the day after the invoice date. On business-to-business credit card payments, Shipper will pay a two percent (2%) handling charge on all service fees and charges. For any invoices not paid within fifteen (15) days from the invoice date, or other credit period, if applicable, and for which ArcBest International utilizes an outside collection agency and/or attorney to effect collections, Shipper shall pay a collection handling fee of thirty (30) percent of the unpaid amount. Shipper is responsible for all fees and costs, including reasonable attorneys' fees, litigation costs and collection agency fees, incurred by ArcBest International in enforcing collection of payments for unpaid invoices. In no event will ArcBest International have any responsibility for, and Shipper will defend, indemnify, and hold ArcBest International harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which cargo tendered by, to or on behalf of Shipper is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities. Without limiting the generality of the foregoing, ArcBest International, shall have no liability for any such charges arising from or related to port congestion, lack of equipment availability, labor shortages, or other situations impacting port or intermodal transportation operations. ArcBest International shall have a possessory lien on all cargo, and any proceeds therefrom, in its, or in the Carrier's, dominion or control for the payment of any and all amounts due and owing from Shipper or with respect to services rendered at the request, or for the benefit of, Shipper. In addition, to the extent not prohibited by applicable law, ArcBest International will have a general lien on any cargo under its, or the underlying motor Carrier's, dominion or control, and any proceeds thereof, for any and all amounts due and owing from Shipper or with respect to services rendered at the request, or for the benefit of, Shipper regardless of whether those amounts relate to cargo or proceeds against which the general lien is enforced.

5. **CARGO CLAIMS**.

A. **BROKER** When ArcBest International is acting as a property broker, not a freight forwarder, it has no liability for loss, damage and/or delay to goods except to the extent such claims are proximately and solely caused by ArcBest International's negligent acts or omissions, in which case, ArcBest International's liability shall be limited to the cost of transportation charges for the particular shipment in question. When ArcBest International as a property broker or if it is unable to enforce the terms and conditions of its bill of lading when acting as a freight forwarder, ArcBest International aggregate liability to Shipper, or any third party, for all claims, losses, and damages related to the services provided pursuant to these Terms and Conditions, and any loss or damage to Goods for which shipment is arranged by ArcBest International whether based on an action in contract, equity, negligence, tort, statute, or other theory, will not exceed an amount equal to the total charges specifically charged by ArcBest International for the service or shipment giving rise to such claims or damages.

B. **FREIGHT FORWARDER** Where ArcBest International provides intermodal services ("Intermodal") as a freight forwarder, the following additional terms and conditions apply and supersede and control over any conflicting provisions of these Terms and Conditions.

(i) **RAIL.** Loss, damage and/or delay on the rail

Rail Circular Applicability. Shipper acknowledge and agree that: (1) Intermodal rail carriers provide transportation services subject to the provisions, restrictions and limitations in their rail circulars, including but not limited to circulars, tariffs, directories, agreements, rules, or other policies governing intermodal transportation or required to rate shipments or adjudicate Carrier liability for the same (hereinafter "Rail Circular"), (2) the Rail Circulars address, among other matters, standards for loading, weight limits on gross axels, blocking an bracing standards, prohibitions and restrictions on certain types of commodities, limitations of liability, requirements for shipping hazardous materials, procedures and limitations on cargo claims, and requirement or proper descriptions of commodities, (3) applicable provisions of an Intermodal Carrier's Rail Circular in effect on the date of shipment will apply to any shipments transported by that Intermodal Carrier, (4) the Rail Circulars are generally available through the Intermodal Carrier's website, and (5) persons and entities that use Intermodal transportation provided by the Intermodal Carrier should be familiar with and comply with the provisions, restrictions, and limitations of the Rail Circular. Shipper hereby acknowledges and agrees that many rail Carriers do not waive their lien and salvage rights for Intermodal shipments.

(ii) When ArcBest International, Inc. is acting a freight forwarder, Shipper is responsible for filing a cargo claim with ArcBest International for cargo loss and damage within six (6) months of the date of delivery of the goods (or, if none, within six (6) months of the date the goods should have been delivered). When ArcBest International is acting as a freight forwarder, its cargo legal liability is limited to $100,000.00 per shipment or $5.00 per pound, per package (whichever is less). Commodity and/or cargo loss or damage claims must be evidenced by actual damage to or actual loss of the shipment commodities, neither ArcBest International nor the underlying carrier or service provider shall be liable for cargo loss or damage based solely upon a broken seal, missing seal, or an unlocked trailer.

Further limitations of cargo legal liability are as follows:

1) $0.10 per pound, per package, per lost or damaged package for other than new commodities;

2) $2.00 Canadian per pound per lost or damaged package for any shipment originating or damaged or lost in Canada;

3) No cargo legal liability, under any legal theory, for shipments lost, stolen or damaged at the United States/Mexico border or lost, stolen or damaged in the country of Mexico. ArcBest International and its contracted services providers and their agents and representatives hereby expressly disclaim all cargo legal liability for theft and high jackings that have occurred or alleged to have occurred in Mexico.

(iii) Shipper acknowledges that liability stated herein is hereby limited in consideration of a lower rate than would otherwise be applicable and that Shipper has the option to request a higher valuation of liability at the time of booking. Shipper warrants and represents that if it is not the owner of such cargo, Shipper holds authority from such owner to bind the owner to the provisions of these Terms and Conditions.

(iv) Excess Liability Coverage ("ELC") Only applicable when ArcBest International is acting as freight forwarder. Optional "excess cargo liability coverage" must be requested at the time of the price quote, and the optional excess cargo liability request must be included in writing on the bill of lading at the time the shipment is tendered. It is only available when it is requested, documented, and approved at the time of ArcBest's issuance of the pricing quote to you. ArcBest reserves the right to refuse a shipment for excess cargo liability on any shipment it deems to be an unacceptable risk or for any other reason. ArcBest will assess an additional charge for excess cargo liability coverage. Such charge is in addition to all other 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 herein, including the minimum packaging requirements as provided in the NMFC. When optional excess cargo liability is requested for new commodities, the maximum liability assumed by ArcBest will not exceed $100,000 per occurrence unless otherwise agreed to in writing. When optional excess cargo liability is requested for **other than new** commodities, the maximum liability assumed by ArcBest International will not exceed $5.00 per pound per lost or damaged package or $100,000 per occurrence (whichever is less) unless otherwise agreed to in writing. In order for a shipment containing commodities other than new to be eligible for excess liability coverage, the shipment must be packaged so as to meet the minimum packaging requirements as provided for the commodity or commodities in the NMFC. Failure of the shipper to declare that a commodity is "other than new" shall not alter the application of this item.

6. **Limit of Liability.** ArcBest International services are provided "as is" and "as available," without warranties of any kind, either express or implied, including, but not limited to warranties of fitness for a particular purpose. ArcBest International is not liable for the consequences of identify theft or fraudulent conduct of third parties, including utilizing the services of entities representing themselves to be carriers or representatives thereof. Shipper further agrees to the following:

i. **Trailer Seals.** Unless otherwise agreed by ArcBest International, Shipper is responsible for applying the seal to any trailer tendered for services. If the seal originally applied to the trailer is intact upon delivery, neither ArcBest International nor the underlying carrier will be liable for shortage or theft unless there is physical evidence of unauthorized entry into the trailer while it was in the possession of the Carrier and proof of actual damage or loss of goods. Shortage or theft claims must be supported by seal records and actual loading and unloading records. Additionally, neither ArcBest International nor the carrier will be liable for shortage or theft if the seal is broken: (1) at the direction and under the supervision of a governmental authority and is resealed after inspection by such Governmental Authority; or, (2) because it becomes reasonably necessary to do so to inspect, reposition, or protect the cargo or the trailer or to comply with applicable laws or regulations. In both instances, ArcBest International will request the carrier to document the breaking of the original seal and application of a new seal in such circumstances. In the absence of any other evidence, a missing, unreadable, or broken seal will not create a presumption of loss to or contamination of the goods, nor otherwise be grounds for rejection of a shipment or filing of a claim for cargo loss and damage without proof of actual loss or damage. The consignee may not refuse delivery of a shipment, even for food grade loads, due to broken, unreadable, or missing seals, unless there is direct physical evidence of product tampering or contamination beyond the broken, unreadable, or missing seal. Contamination claims must be supported by appropriate quality inspections outlining the full actual loss.

(ii) **Shortage and definition of package**
ArcBest International and its transportation providers will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. The term "package" 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 over packed in an additional complying package, ArcBest's 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 over packed in an additional complying package.

(iii) **Spotted and Dropped Equipment**
Responsibility for commodities begins when ArcBest's Service Provider picks up a shipment from the shipper's dock, or in the case of spotted equipment when Service Provider takes physical possession of the loaded trailer. ArcBest's and its Service Provider's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading.

(iv). **Mitigating Damages**. None of the provisions in these Terms and Conditions in any way limits Shipper's obligation to mitigate damages, including by salvaging all portions of a shipment for which there is a secondary market.

7. **INSURANCE**.

A. Upon request from Shipper, ArcBest International may consult an insurance broker to arrange insurance appropriate to Shipper's specific needs, *i.e.* "shippers' interest." Upon request by the Shipper, ArcBest International may offer, for an additional cost and through its designated insurance carrier or insurance broker, to arrange for shipment-specific cargo policies to be issued in Shipper's name. Following the issuance of any such policy through their insurance underwriter, ArcBest will have no further duty regarding cargo insurance and no liability for loss of, delay of, or damage to the goods during transport or storage, whether covered by insurance on the goods or not, and whether such loss, delay or damage has been caused or contributed to by its negligence or breach of these Terms and Conditions, or otherwise. Any coverage on the goods will be subject to the terms and conditions of the specific policy or policies procured. ArcBest International is not liable if Shipper for any reason whatsoever, fails to recover a loss, in whole or in part, from the insurer under any applicable policy, even though the premium charged by the insurer may be different from what ArcBest International charges Shipper. Any difference in charges between actual premium and premium stated on the invoice is a reasonable administrative charge for the cost incurred by ArcBest International for arranging such shipment-specific insurance for and on behalf of Shipper. Shipper acknowledges and agrees that ArcBest International role is limited to facilitating placement of insurance coverage with entities licensed to sell or broker cargo insurance, and that ArcBest International is not in the business of selling insurance or insuring risk.

8. **INDEMNIFICATION**. Shipper must defend, indemnify, and hold ArcBest International and its employees and agents harmless from and against, and shall pay and reimburse for, any and all claims, losses, damages, liabilities, fines, judgments, penalties and amounts (including reasonable attorney fees) arising from or related to: (i) Shipper's or Shipper's employees' or agents' negligence or intentional misconduct; (ii) Shipper's breach of these Terms and Conditions; (iii) Shipper's or Shipper's employees' or agents' violation of applicable laws, rules, or regulations; (iv) Shipper's failure to provide, or ArcBest International or the carrier's compliance with or reliance on, instructions, directions, or request of Shipper; or (v) claims by Shipper, Shipper's customers, or any party to a bill of lading seeking to impose liability on ArcBest International in excess of the liabilities expressly assumed by ArcBest International herein or in excess of limitations on or exclusions from liability as set forth herein. Shipper must also indemnify ArcBest International from any attempts to recover from ArcBest International by Shipper's insurance carrier. The obligation to defend includes payment of all reasonable costs of defense, including attorney fees, as they accrue. The foregoing notwithstanding, Shipper's obligation to hold harmless, defend, indemnify, pay and reimburse shall not apply to the extent any claim is caused by the negligence or intentional misconduct of ArcBest International. Shipper may not enter into any third-party agreements that would, in any manner whatsoever, constitute an admission of fault by ArcBest International or bind ArcBest International in any manner, without ArcBest International prior written consent.

9. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT**. These Terms and Conditions may not be assigned or transferred by Shipper, in whole or in part, for any reason whatsoever without ArcBest International's prior written consent, and any such action or conduct in violation of the foregoing will be void and without effect. ArcBest International expressly reserves the right to assign these Terms and Conditions and to delegate any of its duties and obligations hereunder.

10. **SEVERABILITY/SURVIVABILITY**. In the event that the operation of any portion of these Terms and Conditions results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable, and that the remaining provisions of these Terms and Conditions shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of these Terms and Conditions for any reason.

11. **INDEPENDENT CONTRACTOR**. It is understood between ArcBest International and Shipper that ArcBest International is not an agent for Carrier or Shipper and shall remain at all times an independent contractor. Shipper does not exercise or retain any control or supervision over ArcBest International its operations, employees, or Carrier. Furthermore, ArcBest International does not exercise or retain any control or supervision over the underlying carrier, transportation provider or their operations or employees.

12. **NONWAIVER**. Failure of either party to insist upon performance of any of the terms, conditions or provisions of these Terms and Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of these Terms and Conditions, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

13. **FORCE MAJEURE**. Neither Party shall be liable to the other for failure to perform any of its obligations under these Terms and Conditions during any time in which such performance is prevented by fire, flood, or other natural disaster, war, pandemic, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of Shipper or ArcBest International, provided that the party so prevented uses its best efforts to perform under these Terms and Conditions and provided further, that such party provide reasonable notice to the other party of such inability to perform.

14. **CHOICE OF LAW AND VENUE**. All questions concerning the construction, interpretation, validity and enforceability of these Terms and Conditions, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the federal laws regarding transportation, where applicable, and otherwise by the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The Parties agree to the exclusive personal jurisdiction and venue in a federal or state court in Sebastian County, Arkansas.

15. **ENTIRE AGREEMENT**. These Terms and Conditions constitute the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. No terms and conditions stated in Shipper's purchase order or in any other Shipper order or tender documentation shall be incorporated into or form any part of this agreement, and all such terms and conditions shall be null and void. Notwithstanding anything to the contrary herein, ArcBest International reserves the right, at its sole discretion to modify and amend these Terms and Conditions at any time. In the event these Terms and Conditions are modified, the updated Terms and Conditions will be posted on ArcBest International's website at www.arcb.com/tariff111. The current version shall be applicable at the time of shipment.

Term/Condition	Rule and/or Charge
Bobtail	Bobtails will be subject to a full additional drayage charge for each occurrence.
Chassis Flip	A charge of $100 per flip.
Chassis Rental	Chassis rental is charged for each day the container/chassis is outside of the port/rail terminal. It will be charged at a rate of $50 per day. Any special contracts with the Steamship Line regarding chassis usage must be disclosed at time of rate quote.
Chassis Split	A charge of $150 per split.
Cleaning/Sweeping of Container	It is the responsibility of the Consignee to remove and dispose of all dunnage/debris from container/trailer after unloading. Failure by the Consignee to maintain the container/trailer, or upon request by the consignee for ArcBest to clean/sweep the container/trailer on their behalf will result in a charge of $250 per occurrence.
Congestion (Port/Rail)	Charges of up to $300 applicable in times of congestion at port/rails.
Demurrage	Demurrage fees and the associated free time are determined by both the ports and steamship lines and may vary depending on the contracts the customer has in place. Demurrage, if occurs, will be billed at cost plus ten percent (10%).
Detention with Power	A charge of $100.00 per hour or fraction thereof will apply after two hours of free time. For drayage-only services, detention will apply after one hour. This charge is also applicable to waiting time at port or rail terminals.
Dry Run	Dry Runs will be subject to a full additional drayage charge for each occurrence.

Fuel Surcharge	Intermodal fuel surcharge percentage is determined each Tuesday based on the Department of Energy's U.S. Highway Average Diesel Fuel (HDF) Price Index. Website for Department of Energy: http://www.eia.gov/petroleum/gasdiesel/ A copy of the ArcBest Fuel Surcharge scale can be obtained by contacting your ArcBest representative.
Hazardous Materials	Hazmat shipments are subject to a $350.00 surcharge. Disclosure of a shipment as hazardous must be made at time of rate quote. A non-hazardous rate quote cannot be used on a hazardous shipment and shipment will be accessed an increased rate in addition to all related accessorials.
Layover	A charge of $500 per layover.
Lift	A charge of $100 per lift.
Lumper	Charges will be billed at the cost of lumper plus ten percent (10%). Power detention will be assessed concurrently.
Off-Dock Termination	Off-Dock termination shipments are subject to a $500.00 surcharge. Disclosure of off-dock termination requirements must be made at time of rate quote.
Over-dimensional Shipments	All fines and resulting costs will be the responsibility of the Shipper or paying party.
Overweight Shipments	All overweight fines and resulting costs will be the responsibility of the Shipper or paying party. All costs associated with adjustments necessary to comply with legal weight laws will also be the responsibility of the Shipper or paying party.
Port Gate Fees	Any gate fees required for a container to ingate/outgate the port will be billed at the cost of the fees plus ten percent (10%). Examples: PierPass, Clean Truck Fund, Landing Fee.
Pre-Pull	If a container must be picked up from the port/rail prior to the loading/delivery date, a charge of $250 will apply.

Per-Diem (aka detention)	Per Diem fees and the associated free time are determined by both the ports and steamship lines and may vary depending on the contracts the customer has in place. Per Diem, if occurs, will be billed at cost plus ten percent (10%).
Redelivery (to port/rail for termination)	A charge of $200 per redelivery.
Refrigerated/Reefer	Reefer shipments are subject to a $350.00 surcharge. Disclosure of a shipment as reefer must be made at time of rate quote. A non-reefer rate quote cannot be used on a reefer shipment and shipment will be accessed an increased rate in addition to all related accessorials.
Residential	Residential shipments will incur additional charges of $300.00 and must be disclosed at time of rate quote. A non-residential rate quote cannot be used on a residential shipment and shipment will be accessed an increased rate in addition to all related accessorials.
Rework	If ArcBest or its agent is required to rework or reload containers/trailers that are in transit due to freight that has shifted, the cost incurred for driver load or lumper charges will be passed through to the party responsible for freight payments, subject to a minimum charge of $500 per occurrence. Applicable detention charges will be assessed.
Scale	A charge of $100 per scale.
Stops in Transit	Stop-Off fees will be determined based on mileage between stops and associated drayage fees.
Storage (Container Yard)	Container storage will be billed at a fee of $50 per day (dry containers). Refrigerated storage for reefer containers would be billed at $150 per day, plus any associated monitoring and genset refueling fees that occur.
Storage (Railroad Facility)	Storage fees and the associated free time are determined by the rail provider. Storage, if occurs, will be billed at cost plus ten percent (10%).
Tolls	Tolls will be billed at cost.

Tri-Axle Chassis Rental	Tri-Axle chassis rental is charged for each day the container/chassis is outside of the port/rail terminal. It will be charged at a rate of $150 per day. Any special contracts with the Steamship Line regarding chassis usage must be disclosed at time of rate quote.
Truck Ordered Not Used (Equipment Ordered Not Used),TONU/EONU	When a Shipper requests a vehicle for loading for intermodal transportation, and a vehicle is dispatched for that purpose, and Shipper does not use the dispatched vehicle, a charge of $150 will apply and the Shipper will also be subject to any related drayage costs, equipment costs, detention charges, and misuse fees.
Weekend or After-Hours Delivery	Charges of $400 applicable in the event weekend or after-hours delivery is required.
Miscellaneous	Miscellaneous charge (i.e., charges not identified above) will be determined at time of occurrence. Such charges may include but are not limited to charges for lumpers, permits and escort services, tarping, scaling, harbor terminations, and additional container flips.

Restricted Articles Listed Within the Railroad Circulars - Contact ArcBest for clarification if questions. Violation is a charge of $5,000 per shipment.

Shipping Coiled Metal - Shipping coiled metal is prohibited. Charge for violation is $10,000 per shipment.

Hazardous Shipments - Shipper is responsible for all penalties, fees and costs related to failure to comply with regulations and laws.

Hazardous Materials - Hazmat shipments are subject to a $350.00 surcharge. Disclosure of a shipment as hazardous must be made at time of rate quote. A non-hazardous rate quote cannot be used on a hazardous shipment and shipment will be accessed an increased rate in addition to all related accessorials.

Lumper Charges - Charges will be billed at the cost of lumper plus ten percent (10%). Power detention will be assessed concurrently.

Maximum Weight - The maximum allowable weight for shipments moving on 53 foot rail containers (COFC), the maximum weight is 43,500 lbs.

Mileage Publication - The mileage will be determined by the current version of PC*Miler, Practical Miles.

Misdescription of Non-Prohibited or Non-Restricted Shipments - A charge of $500 per shipment will be assessed for shipments misdescribed or without proper information or conditions.

Non-Permitted Use of Equipment - Use of ArcBest equipment, or Rail Owned equipment contracted by ArcBest which does not strictly comply with the intended use between ArcBest and the Shipper or Consignee will result in a charge of $250 per trailer per day per each occurrence.

Overweight Shipments - All overweight fines and resulting costs will be the responsibility of the Shipper or paying party. All costs associated with adjustments necessary to comply with legal weight laws will also be the responsibility of the Shipper or paying party.

Payment Terms - Accessorial invoices are due within same credit terms as listed in the Credit Application.

Reconsignment - Reconsignment requests will be subject to a $150 charge plus applicable linehaul and/or rail charges from the reconsignment point to the new destination.

Redelivery - When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, shipment will be calculated using ArcBest Matrix Rates, subject to a minimum charge of $150 per vehicle per shipment, plus any applicable detention or additional drayage charges.

Refused Shipment - After notification to the consignor, if a load is refused for unloading, a charge of $75.00 per hour or fraction thereof, will apply, subject to a minimum charge of $150.00 per shipment and a maximum of $650.00 per calendar day.

Rework - If ArcBest or its agent is required to rework or reload containers/trailers that are in transit due to freight that has shifted, the cost incurred for driver load or lumper charges will be passed through to the party responsible for freight payments, subject to a minimum charge of $500 per occurrence. Applicable detention charges will be assessed.

Service Guarantees - ArcBest will use commercially reasonable efforts to obtain on-time performance from the underlying transportation providers; however, ArcBest and the underlying transportation providers do not guarantee adherence to any particular transit schedule and will not be liable for failure to transport any shipment by any specific schedule or in time for any specific appointment. ArcBest will make a good faith effort to assist in working to improve substandard performance by any underlying transportation provider. However, improving on-time performance may require a change in the transportation provider and/or may affect the rates assessed for transportation services.

Spotting & Dropping - A charge for a spotted or dropped trailer/container at either the origin or destination must be negotiated at the time of rate negotiation.

Stops in Transit - The charge for each additional stop, exclusive of initial pickup or final delivery, shall be $150.00 for the first stop; $200.00 for the second stop; and $250.00 for each additional stop thereafter in addition to all other applicable charges, including any out of route miles. Deliveries not made in the same day due to consignee delays or other factors may be subject to layover and additional drayage costs. ArcBest rate quotes are not applicable on shipments involving stop-offs unless specifically noted.

Storage Charges (Equipment Held at a Railroad Facility) –
Free Time is:
Day of equipment notification at destination ramp, plus one day.
Upon expiration of free time, charges are:
Days 1 - 2: $150.00 per day
Days 3 - 5 - $300.00 per day
Days 6 and beyond - $500.00 per day
Plus applicable equipment per-diem/detention charges.

Miscellaneous - Miscellaneous charge (i.e., charges not identified above) will be determined at time of occurrence. Such charges may include but are not limited to charges for lumpers, permits and escort services, tarping, scaling, harbor terminations, and additional container flips.

GROUND EXPEDITE SERVICES

In addition to the other terms, conditions, rules and special charges in this Tariff, all Ground Expedite services shall be subject to additional terms, conditions, rules and special charges herein this section. In the event of conflict between the Ground Expedite Services sections and any other section this this Tariff, the Ground Expedite Services sections shall supersede and govern such conflict with respect to the Ground Expedite shipments. Ground Expedite services include, but are not limited to, services performed with tractor trailers, straight trucks and cargo vans. The below additional terms, conditions, rules and charges apply only to Ground Expedite services, with the charges applying to and reflected on ArcBest's invoice for services rendered in addition to the line haul rate for any shipment unless otherwise agreed in writing.

A. **Terms, Conditions, Special Services and Accessorial Charges**

1) **Mileage Guides**
Where rates are set forth in cents per mile or other calculation based on mileage, distance shall be determined from origin to destination via intermediate points as specified by the shipper. If no specific mileage platform is requested, the mileage platform will default to applicable version of PC Miler or PC Miler PC30.

PC Miler, Practical Route, city to city, except when a shipment travels a specific route, required by federal, state, provincial, municipal, federal agent or Canadian Ministry, mileage will be calculated by the route(s) specified.

2) **Reasonable Dispatch**
Unless you make arrangements for team drivers or special relays, you understand that truckload shipments will be transported from origin to destination by a single driver in accordance with the U.S. and Canadian hours of service requirements, as applicable.

3) **Equipment Selection**
Equipment selection is based on ArcBest's determination of commodity weight and dimensions provided by customer at time of order. If you request a vehicle that will not safely or legally handle the commodities based on the provided weight and dimensions, a vehicle of appropriate capacity will be dispatched. Charges will be assessed on the basis of the vehicle size utilized and not the vehicle size requested unless other arrangements are made between ArcBest and you at time of order.

Truck Size	Capacity	Dock High
Cargo Van	Up to 2,500 lbs.	N
12-24 Straight	Up to 12,500 lbs.	Upon Request
53' Tractor Trailer	Up to 43,000 lbs.	Y

4) **Equipment Ordered But Not Used**
Orders cancelled by the customer within twenty-four (24) hours of the originally scheduled pickup time and not as a result of any fault on the part of ArcBest will be charged to the customer at the applicable rate calculated from point of dispatch to point of pickup and return to point of dispatch, or the applicable minimum charge for the equipment requested, whichever is the greater charge. This charge will be waived if the shipment is cancelled within thirty (30) minutes from the time the shipment is tendered with the exception of shipments requiring pickup within one hundred eighty (180) minutes from the time of original tender or for Government, Temperature Control, Temperature Validated or Flatbed loads.

Shipments that were booked online must be cancelled via telephone at 1-800-685-0657.

5) **Free Time**
You will receive one (1) hour of free time at both the shipment origin and destination, but when the Service Provider is delayed past such free time, detention charges will be applicable.

For purposes of detention of trailers spotted without power ArcBest allows one (1) hour of free time both for loading and unloading of spotted trailers. Such time shall commence from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later, but Saturdays, Sundays or holidays shall not be included in the calculation of free time.

Where ArcBest or its Service Provider spots trailer equipment for shipper's loading convenience, no free time shall be allotted for detention of power equipment and detention shall begin at the agreed time of arrival or at the time of actual arrival, whichever is later unless a flat rate agreement has been made prior to arrival.

Free time for multiple pickup and multiple delivery loads. Where stop-off, pickup or deliveries are requested in route, with the exception of the original origin and the ultimate destination, the free time allowed for each stop shall be one (1) hour.

6) **Detention With Power Unit**
   a. This provison applies on shipments when the Service Provider's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of ArcBest or its Service Providers.
   b. Charges for detention will be charged to the billing regardless of where the detention occurs.
   c. When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
   d. If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:

1) Service Provider may allow the driver to depart the consignee and spend the night at adequate facilities and return the following day to continue offloading; or,
2) Service Provider will spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power beginning immediately upon spotting of the trailer; and,
3) In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.

e. If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.
f. When delay occurs beyond free time, the charge for detention shall be $50.00 per hour or fractions thereof.
g. Service Provider shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, Service Provider's records will govern.
h. In the event of extended wait time, the customer must inform ArcBest at time of booking and appropriate layover fees will apply.

7) **Detention Without Power Unit**

a. This provision applies when Service Provider spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of customer, but neither this section nor detention under any other term or condition shall apply if the Service Provider spots the trailer for carrier's sole convenience with or without the authorization of shipper or consignee.
b. Time shall commence with the spotting of the trailer and shall end when Service Provider is notified by the shipper or consignee that the trailer is available for removal from the premises of the shipper or consignee.
c. If a trailer is both unloaded and reloaded, an additional two (2) hours free time shall be allowed.
d. After expiration of free time as provided herein, charges for delaying the trailer beyond free time shall be $300.00 per twenty-four (24) hours period or fraction thereof, including Saturday, Sunday and/or Holidays where the equipment has not been placed for the Service Provider's convenience.
e. A Temperature Control Trailer Drop upon the request of customer will be subject to a $1950 charge per twenty-four (24) hours and in addition to all other applicable charges

8) **Layover**

If a Service Provider's equipment and driver are required to remain overnight at the destination point through causes attributable to the consignee or consignor, or at the request of either the consignee or consignor, an additional charge of:

Cargo Van: $75.00
Straight Truck: $175.00
Tractor Trailer: $200.00

For each overnight stay shall be assessed in the event the Service Provider is notified prior to arrival at the consignee or consignor. Charges shall be in addition to all applicable charges incurred for detention with power units.

9) **Lift-Gate Per Occurrence**

When lift-gate service is required to facilitate loading or unloading of material at pick up or delivery, a minimum charge of $300.00 per occurrence will be applicable.

If advance notice is not provided and lift-gate service is required to facilitate loading or unloading at either the shipper or consignee and the commodity is deemed non-transferable by the consignor, consignee, third party, or carrier, a spot quote will be provided upon request.

10) **Loading and Unloading**
Ground Expedite rates contemplate loading of the commodity by the shipper and the unloading of commodity by the consignee, except that if the shipper or consignee requests and Service Provider furnishes outside labor to load or unload the vehicle, all charges for such outside labor are to be paid by the customer, who will be billed on a spot quote basis at the time of quotation or booking. If the driver or a Service Provider is required to assist with loading and/or unloading, the following minimum charges will be assessed:

Cargo Van: $50.00;
Straight Truck: $175.00;
Tractor-trailer: $225.00.

Additional charges could be incurred depending on the characteristics of the commodity and the time required to unload the commodity. Charges will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided. If ArcBest or Service Provider arrive outside of the appointed time of pickup or delivery as defined at the time of order entry and due to the fault of ArcBest or Service Provider, free time begins at the commencement of the next business day or new re-appointed pick up or delivery time.

11) **Inside Pickup or Delivery**
If the Service Provider's driver is required to hand load or hand unload a shipment, the following charges will be assessed for each service in addition to all other lawful charges: $2.50 per 100 pounds subject to the following minimums:

Cargo Van: $50.00;
Straight Truck: $175.00;
Tractor-trailer: $225.00

12) **Tarping**
When customer requests at time of quotation that tarps be provided and applied to a shipment, a charge of $150.00 will be assessed per shipment. If tarps are requested at time of pick up or via notation on the bill of lading, tarping will be on an as available basis and subject to charges in addition to the above.

13) **Special Handling**
The following equipment will be supplied, subject to availability. When the following equipment is requested, the following quantities will be supplied:

Unit Type	Straps or Bars
Straight Truck	4
Tractor-trailer	4

Should additional services and/or equipment be required, a charge of $6.00 per pad and $20.00 per strap will be assessed. E-Track Bars can be provided for a $100.00 charge per bar. Such charges shall be in addition to all other transportation charges.

Note: If the equipment requested must travel with the commodity and then be returned, there will be a minimum charge of one calendar week of time or the time required for a round-trip, whichever is greater.

14) **Special Services and/or Equipment**
Pallet Jack will be provided at a charge of $150. Pallets can be provided at a charge of $35 per pallet.

Debris removal/disposal of packaging material will be charged at the vehicle/mileage rate for all miles driven to a disposal locations and flat $300.00 disposal fee.

Decking will be provided at a cost based on carrier's truck size as follows:

Straight Truck - $800.00 Tractor-trailer - $1400.00

15) **Equipment – Dolly Services**
The following equipment can be provided upon request with the provided charges.

2 Wheel Dolly	$75
Furniture Dolly	$75
4 Wheel Dolly	$125
Drum Dolly	$175
Kickback Dolly	$175
Refrigerator Dolly	$175

16) **Pallets**
Pallet build up and breakdown services can be provided at a charge of $50 per pallet and a $100 minimum. Pallet shrink wrapping service is provided upon request for $10 per pallet and a $75 minimum.

17) **Pallet Exchange**
ArcBest does not offer this service. Pallets used to transport commodities will be left with shipment. Racks used to support and secure shipment may be returned to shipper if requested during order process with the applicable charges applying to the round trip.

18) **Collect on Delivery**
ArcBest does not provide a collect on delivery service for Ground Expedite services. Service Provider's drivers are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the commodities transported as a precondition of delivery. If a collect on delivery shipment is inadvertently accepted and delivered without obtaining payment or if payment is stopped on uncertified funds, your sole recourse shall be against the consignee.

19) **Loaded Miles**
A loaded mile shall be construed to be all miles traveled from point of origin where Service Provider's vehicle is loaded to point of final destination where Service Provider's vehicle is unloaded.

The rates that are shown on a per loaded mile basis, shall be construed to apply per mile, per vehicle, per shipment, per shipper.

20) **Round Trip Miles**
Round trip miles include all miles traveled by a Service Provider's vehicle on the Return Trip, as that phrase is defined below (i.e. from the single point of destination to the original point of origin or a different address in the same city as the original point of origin).

A Round Trip is defined as traveled by a Service Provider's vehicle from the point of origin where the vehicle is loaded to a single point of destination where the same commodities or portion thereof is unloaded from the Service Provider's vehicle (the "first leg"); and traveled by the Service Provider's vehicle on the return trip from a single point of destination to the point of origin (the "Return Trip"). If there is more than one destination, the move does not qualify as a Round Trip. A Return Trip does not include any travel by a Service Provider's vehicle from the single point of destination to any other location except the point of origin.

The rates that are shown on a per Round Trip Mile Basis, shall be construed to apply per Mile, per vehicle, per shipment, or per shipper.

21) **Minimum Charges**
All shipments transported under the provisions of this section are subject to a minimum charge as provided in each individual pricing quote. If no individual addendum is provided a tariff minimum applied rate schedule can be requested from salesadminmedina@arcb.com upon written request.

22) **Temperature Protections**
Shipments requiring protective temperature protection may be accepted subject to the availability of suitable equipment and/or location. You must request such service when requesting a price quote and such service must be noted on the price quote and the applicable bill of lading. Such documents must be clearly and legibly marked in upper-case letters in accordance with the following: where shipments are subject to damage from freezing, marking must clearly instruct Service Provider to protect from freezing; where shipments requiring maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required.

23) **Reconsignment, Diversion or Dynamic Rerouting**

a. **Definitions of Reconsignment, Diversion or Dynamic Rerouting** –
A change in the place of delivery within original destination point.
A change in the destination point.
Relinquishment of shipment at point of origin.

b. **Conditions for Reconsignment, Diversion or Dynamic Rerouting**
Requests must be in writing. 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.

ArcBest will make a diligent effort to execute reconsignment or rerouting requests, but will not be responsible if the request is not effected.

All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to ArcBest's satisfaction before reconsignment or rerouting will be executed.

Entire shipments or portions of shipments may be reconsigned/rerouted.

c. **Bills of Lading**
A request to reconsign/reroute a shipment moving under a subsequent bill of lading will not be considered valid unless and until the initial bill of lading is surrendered for cancellation, endorsed, or exchanged.

d. **Export**
All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed or wharf will be subject to additional charges.

e. **Charges**
Charges for Reconsignment/Rerouting service shall be as set forth herein:
1) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
2) A diversion en route shall incur a charge of $25.00 for each shipment reconsigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.

3) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

24) **Additional License, Permit Fees, and Inbond Permits**
Whenever any additional license or permits are required, such as but not limited to, foreign commerce or Customs fees, the charges for same shall be added to the invoice.
Shipments moving under U.S. Customs Bond will be subject to a handling charge of $275.00 per shipment.

25) **Stop-Offs**
The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

a. Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of ArcBest's operations or as otherwise agreed by ArcBest.
b. The party or parties authorized and designated by the shipper to accept or tender commodity at a point or place of stop-off may be the same or other than the billed consignee.

c. The bill of lading shall designate the following:
1) Stop-off point or points and places.
2) The weight, quantities, markings, and description of commodities to be loaded or unloaded.
3) The name and address of the party authorized to tender commodities or to accept the commodities for unloading at point of stop-off.

d. The driver of the vehicle shall obtain in writing a statement such as a notation on the bill of lading or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.

e. The substitution of a commodity for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with the customer and noted on the bill of lading.

f. Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the customer. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.

g. The rate that shipper shall pay for a Service Provider's stop-off service shall be $70.00 per stop.

h. Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.

26) **Repositioning**
When ArcBest agrees to relocate equipment at the request of consignor or consignee for consignor's or consignee's convenience, a charge of $1.20 per mile plus the appropriate fuel surcharge will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide. ArcBest will notify consignor or consignee, as applicable, of the location of subject equipment prior to movement.

27) **Northeast United States Surcharge**
For shipments originating at or destined to New York City, NY or Long Island, NY, (within 100-119 zip code parameters) a surcharge of $200.00 shall apply.

28) **Overweight and/or Over Dimensional**
Over dimensional and overweight shipments which require permits will be subject to a surcharge of $100.00 per state traveled in and out of route miles created by permit requirements plus the cost of any special license or permit required.

29) **Fuel Surcharge**
All shipments transported under the provisions of this Tariff will be subject to a fuel surcharge as provided herein. The base fuel price will be established at $1.16 per gallon. The weekly price issued each Monday by the Department of Energy's (DOE) U.S. National Average Diesel Fuel Index will be used to determine the fuel surcharge applicable for the next seven (7) days. In the event the National Average Fuel Index is

not updated by Tuesday of the current week, the last available index of the prior weeks will be used. Any adjustments in the fuel surcharge will become effective 12:01 AM, Eastern Standard Time, Tuesday and remain in effect through 12:00 Midnight on the following Monday. In the case of a holiday, fuel surcharge adjustments will become effective the following business day.

Due to technical issues at the U.S. Energy Information Administration (EIA), the release of the Weekly Average Diesel Fuel Index has been delayed. ArcBest and its subsidiary companies will continue to use the 6/13 average of $5.718 per gallon for the weeks beginning 6/20, 6/27 and 7/4.

The computation of the charges provided herein are available upon written request and shall be based on linehaul charges. Multiply the net charge by the fuel surcharge percentage as provided in the fuel surcharge table. Should the National Diesel Fuel index exceed 336.0 cents, the surcharge will increase in increments of 0.05 cents and percent of surcharge will increase by 0.5%.

To request a copy of this Fuel Surcharge Table email salesadminmedina@arcb.com or consult with your local sales representative.

30) **Equipment Damage Charges**
Where a Service Provider's trailer is spotted for the consignor's convenience at point of origin or for the consignee's convenience at point of destination, the consignor and consignee shall be responsible for the care and custody of said equipment while in their respective possession and shall return same, ordinary wear and tear accepted. Failure of the consignor, consignee, or their respective agents and spotting service to note trailer damage at time of tender shall be prima facie evidence that same was spotted in good condition. Consignor and/or consignee shall be liable for the repair cost to any trailer damaged while spotted at their facility. Such damage shall be noted by carrier personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents.

31) **After Hours Pickups and Deliveries by Special Request**
ArcBest and/or its Service Provider will make pickups and deliveries on Saturdays, Sundays & holidays, by request for an additional charge. Charges shall be: Saturday Charge: $100.00; Sunday/Holiday Charge: $175.00. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch. Holidays will include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas.

32) **Liability for Accessorial Charges**
ArcBest reserves the right to bill and collect accessorial charges from the customer, consignor or consignee which incurred those charges.

33) **Hazardous/Radioactive Material Rates**
Hazardous or Radioactive materials or dangerous goods will be charged at the applicable rate plus a surcharge of $125.00, in addition to all other charges.

34) **Service Charge – Mexico**
Shipments which are destined to, or from, Mexico will be assessed an additional $350.00 charge per shipment for border crossing.

35) **Service Charge – Canada**
Shipments which are destined to, or from, Canada will be assessed an additional charge per shipment for border crossing. Charges will be assessed on the basis of the vehicle size required or the vehicle size necessary to transport the shipment.

The following charges will be assessed in addition to all other applicable charges on a per shipment basis:

Cargo Van:	$500.00
Straight Truck:	$750.00
Tractor Trailer:	$1000.00

36) **Service Charge – Alaska**
Shipments which are destined to, or from, Alaska, will be assessed an additional $2,000.00 charge per shipment.

37) **Service Charge – West Coast**
Shipments which are destined to, or from, Intra-West Coast will be assessed an additional charge of $200.00 per shipment. This charge will be assessed in addition to all other applicable charges. Intra West Coast is defined as, shipments with origin & destination within the following states and/or Canadian provinces:

- AB-Alberta (CA)
- AZ-Arizona
- BC-British Columbia (CA)
- CA-California
- CO-Colorado
- ID-Idaho
- MB-Manitoba
- MT-Montana
- NM-New Mexico
- NV-Nevada
- OR-Oregon
- SK-Saskatchewan (CA)
- UT-Utah
- WA-Washington
- WY-Wyoming

38) **Service Charge – Remote Locations**

Shipments which are destined to or originating from the zip-codes below will be assessed an additional charge of $150.00 per shipment. This charge will be assessed in addition to all other applicable charges.

01504,02420,02421,02474,02476,02535,02536,02539,02540,02542,02543,02552,02554,02557,02559,02561, 02562,02563,02564,02568,02571,02573,02575,02584,02601,02631,02645,02648,02649,02652,02653,02655, 02657,02660,02664,02673,02675,03909,04027,04743,08530,08551,08825,13052,13346,13350,13491,13493, 14411,14437,14489,17314,17702,17728,17745,17777,17810,17859,17921,18210,18325,18326,18328,18405, 18415,18417,18425,18428,18435,18439,18457,18458,18461,18462,18464,18469,18473,19939,19945,19966, 19971,21078,21520,21521,21531,21539,21541,21550,21561,21562,21813,21842,21903,21911,22610,22644, 22652,22654,22701,22810,22835,22842,22844,22847,22851,22960,23847,23970,24055,24091,24112,24333, 24531,24592,24701,24740,25422,25431,25434,25444,25801,26201,26704,26710,26719,26755,26757,26763, 26851,26852,26865,27356,27371,27376,27504,27531,27870,27871,27892,27960,28001,28088,28103,28166, 28170,28327,28345,28351,28352,28365,28379,28398,28425,28429,28443,28445,28451,28456,28457,28460, 28461,28465,28470,28472,28516,28532,28533,28542,28547,28557,28570,28584,28604,28607,28657,28705, 28707,28713,28715,28716,28721,28725,28751,28762,28777,28779,28801,28904,28906,29058,29455,29482, 29520,29526,29527,29554,29555,29566,29568,29569,29572,29575,29576,29577,29579,29582,29585,29588, 29728,29915,29918,29925,29926,29928,29938
30217,30401,30439,30467,30471,30536,30546,30582,30817,31328,31333,31537,31547,31558,31634,31636, 31643,31699,31730,31779,31830,32008,32024,32025,32038,32052,32054,32055,32060,32066,32096,32110, 32112,32137,32140,32145,32147,32148,32164,32177,32180,32190,32359,32401,32403,32407,32408,32413, 32439,32444,32456,32459,32531,32536,32539,32541,32542,32547,32548,32550,32578,32580,32615,32619, 32625,32626,32628,32643,32656,32666,32680,32692,32693,32694,32757,32948,32958,33109,33430,33440, 33471,33493,33597,33851,33852,33870,33872,33873,33876,33921,33924,33957,34145,34146,34266,34428, 34429,34449,35072,35089,35442,35453,35555,35563,35576,35592,35594,36037,36274,36460,36505,36512, 36513,36544,36553,36575,36732,36758,36853,37134,37185,37708,37711,37713,37722,37738,37755,37756, 37757,37766,37819,37821,37825,37841,37843,37847,37869,37874,37880,37882,37885,37886,37887,37892, 38320,38326,38549,38556,38570,38751,38852,38901,38965,39120,39339,39345,39367,39452,39645,40965, 42223,42445,48028,48138,49726,49757,49782,49855,54246,586**,587**,588**
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, 59713,59716,59728,59752,59758,59820,59823,59826,59829,59842,59843,59844,59845,59846,59853,59859, 59866,59868,59872,59873,59874,59911,59913,59916,59917,59918,59919,59920,59925,59926,60942,61520, 61529,61953,62439,62441,70390,70427,70431,70438,70763,71630,71638,71642,71646,71647,71650,71651, 71652,71654,71658,71659,71660,71661,71662,71663,71665,71666,71667,71670,71671,71674,71675,71676, 71677,71721,71725,71728,71743,71747,71748,71763,71772,71825,71826,71827,71828,71833,71835,71841, 71847,71857,71858,71861,71864,71919,71920,71921,71922,71929,71931,71933,71935,71936,71937,71939, 71940,71941,71942,71943,71944,71949,71950,71952,71957,71958,71959,71960,71961,71962,71965,71966, 71968,71969,71970,71971,71972,71973,72001,72003,72005,72006,72014,72017,72026,72027,72028,72030, 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, 72167,72170,72175,72179,72312,72313,72324,72328,72329,72330,72333,72340,72342,72346,72347,72348, 72350,72351,72353,72367,72373,72379,72383,72386,72387,72389,72390,72395,72421,72429,72431,72434, 72440,72444,72466,72469,72470,72473,72478,72482,72511,72512,72513,72515,72517,72519,72520,72522, 72523,72524,72528,72530,72531,72532,72534,72536,72537,72538,72539,72544,72546,72549,72554,72560, 72565,72566,72568,72569,72572,72573,72576,72577,72583,72584,72585,72587,72611,72613,72615,72616, 72617,72623,72624,72628,72629,72630,72631,72632,72633,72636,72638,72639,72640,72641,72642,72644, 72645,72648,72650,72653,72655,72657,72658,72660,72661,72662,72663,72666,72668,72669,72670,72675, 72679,72680,72685,72686,72740,72742,72746,72828,72833,72838,72841,72852,72853,72856

74457,74464,76943,76950,77650,78373,78418,79718,79734,79735,79744,79752,79772,79780,79830,79831, 79832,79834,79842,79843,79845,79846,79848,79850,79852,79854,79855,80136,80487,80654,81073,81089, 81130,81252,81401,81601,81611,82190,82414,82501,82520,82716,82718,82801,82935,83001,83285,83311, 83312,83342,83467,83547,83549,83554,83604,83631,83636,83637,83647,83650,83666,84023,84028,84038, 84046,84074,84078,84098,84511,84512,84518,84521,84523,84525,84526,84530,84531,84532,84533,84534, 84535,84536,84716,84718,84723,84726,84733,84734,84735,84740,84741,84743,84747,84749,84758,84775, 84776,85122,85321,85328,85341,85349,85350,85354,85357,85362,85364,85365,85367,85371,85541,85553, 85554,85602,85613,85615,85632,85634,85901,85911,85920,85922,85924,85929,85930,85932,85936,85938, 85939,85941,86001,86004,86005,86020,86021,86022,86023,86024,86028,86030,86031,86033,86034,86035, 86036,86039,86040,86042,86043,86044,86045,86046,86047,86052,86053,86054,86301,86320,86321,86332, 86337,86403,86432,86434,86437,86441,86444,86502,86503,86504,86505,86507,86508,86510,86511,86512, 86514,86515,86535,86538,86540,86544,86545,86556,87937,88231,88252
89003,89010,89013,89017,89018,89020,89023,89041,89045,89047,89049,89124,89301,89310,89311,89314, 89316,89406,89409,89412,89414,89415,89418,89419,89422,89444,89445,89825,89832,89833,89834,89835, 91901,91905,91906,91916,91935,91962,91980,92003,92004,92028,92036,92059,92060,92061,92065,92066, 92070,92082,92086,92210,92227,92233,92240,92251,92252,92253,92257,92260,92274,92277,92278,92283, 92284,92301,92307,92308,92310,92314,92315,92328,92344,92345,92364,92366,92392,92394,92395,92530, 92532,92536,92539,92544,92545,92563,92583,92584,92592,92595,92596,93254,93257,93265,93271,93401, 93402,93403,93405,93406,93407,93408,93409,93412,93422,93424,93427,93428,93430,93432,93433,93436, 93437,93441,93442,93444,93446,93449,93452,93454,93455,93456,93458,93460,93463,93501,93505,93510, 93513,93514,93517,93529,93534,93535,93536,93541,93546,93550,93551,93552,93555,93561,93562,93640, 93920,94515,94923,94937,95422,95423,95428,95436,95437,95445,95446,95451,95453,95457,95460,95461, 95470,95472,95485,95490,95497,95501,95503,95519,95521,95526,95531,95536,95540,95542,95549,95560, 95562,95567,95573,95589,95947,95956,95983
96006,96015,96020,96023,96025,96027,96028,96032,96039,96044,96056,96064,96067,96094,96097,96101, 96103,96112,96118,96124,96134,96136,96137,97017,97029,97037,97041,97057,97063,97125,97326,97329, 97346,97350,97358,97411,97413,97425,97427,97430,97434,97447,97452,97458,97484,97488,97489,97492, 97520,97539,97620,97625,97630,97635,97636,97637,97638,97640,97641,97710,97711,97720,97733,97738, 97758,97810,97813,97814,97820,97823,97824,97827,97828,97830,97833,97834,97836,97837,97839,97840, 97841,97842,97843,97845,97846,97848,97850,97857,97861,97865,97867,97868,97869,97870,97873,97874, 97876,97877,97880,97883,97884,97885,97886,97903,97908,97911,97920,98013,98070,98221,98237,98243, 98244,98245,98250,98251,98255,98261,98266,98279,98280,98281,98288,98293,98397,98581,98601,98602, 98603,98616,98649,98719,99322

39) **Temperature Controlled Validation**
When Service Provider is required to monitor the temperature of a shipment during transit and provide this information to the consignor or consignee or both, an additional charge of $1.20 per mile will be assessed above the contracted rate and fuel surcharge. The request for Temperature Controlled Validation must be made at the time of price quote and/or order entry in order for validation to be provided. In the event that the request is made after the shipment is in transit, data is subject to availability.

40) **Vehicle Limitation**
If customer requests a vehicle that is unavailable, Service Provider will provide a vehicle of equal or greater capacity. Charges will be assessed on the basis of the vehicle size utilized and not the vehicle size requested unless other arrangements are made between ArcBest and the customer at time of price quote.

41) **Security & Protection - Geo Fencing**
A virtual perimeter, requested by customer shall be provided on an as-available basis, for a real-world geographic route. Additional charge per mile is $0.15 with a $250.00 Minimum.

B. Ground Expedite United States Government Security and Surveillance Services

The following security and protection measures apply to U.S. government shipment or government contractor loads handling items of high value or requiring additional levels of security during transport. In the event of conflict between the Ground Expedite Government Security and Surveillance Services sections and any other section in the Ground Expedite Services, the Ground Expedite Government Security and Surveillance Services shall supersede and govern such conflict with respect to the Ground Expedite Government Security and Surveillance shipments. These services, definitions and requirements can be obtained by contacting the ArcBest Ground Expedite Services Government Department at eliteservices@arcb.com. A $200 additional charge will apply on all shipments where a TSA or TWIC driver are required in addition to the below charges.

1) **Constant Surveillance Service**
Constant Surveillance Service will be provided by ArcBest upon request of the customer at the time of price quotation, subject to the following definition, requirements and charges:

a. **Definition and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established on publication MFTRP No. 1C and reissues thereof.
b. **Annotation on the Bill of Lading** – When Constant Surveillance Service (CIS) is required for a shipment, the customer shall notify ArcBest in advance of the requirement and annotate on the bill of lading: "Constant Surveillance Service (CIS) requested. Signature and Tally Record (DD Form 1907) furnished to carrier."
c. **Charges** – In addition to all rates and charges for transportation, shipments for which CIS is provided at customer's request, will be subject to a charge of eighteen cents ($0.18) per mile and a minimum charge of $140.00 per shipment which includes constant and specific surveillance, and the maintenance of a signature and tally record.

2) **Dual Driver Protective Service**
Dual Driver Protective Service will be provided upon request of the shipper subject to the following definition, requirements and charges:

a. **Definitions and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof.

b. **Annotation on the Bill of Lading** – When Dual Driver Protective Service (DDP) is required for a shipment, the customer shall notify ArcBest in advance of the requirement, and annotate on the bill of lading; "Dual Driver Protective Service (DDP) requested. Signature and Tally Record (DD Form 1907) furnished to carrier."
c. **Charges** – In addition to all rates and charges for transportation, shipments for which DDP is provided at the customer's request, will be subject to a charge of nineteen ($0.19) per mile, subject to a minimum charge of $140.00 per shipment.

3) **Motor Surveillance Service**
Motor Surveillance Service will be provided upon request of the customer subject to the following definition, requirements and charges:

a. **Definitions and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof.

b. **Annotation on the Bill of Lading** – When Motor Surveillance Service is required on a shipment, the customer shall notify ArcBest in advance and annotate the bill of lading as follows: "Motor Surveillance Service (MVS/MNS) requested. Carrier to call 1-800-826-0794 (8 or 12) hours after shipment pickup and every (8 or 12) hours thereafter to provide shipment locations. Carrier to place final call upon delivery at destination."

c. **Charges** –
(1) MVS (calls every 8 hour) is subject to a charge of eight cents ($0.08) per mile, subject to a minimum charge or $50.00 per shipment.
(2) MNS (calls every 12 hours) is subject to a charge of five cents ($0.05) per mile, subject to a minimum charge of $50.00 per shipment.

4) **Protective Security Service**
Service Providers that have been cleared by the U.S. Defense Investigative Service and qualified by SDDC to transport SECRET shipments shall provide Protective Security Service upon request of customer, subject to the following definition, requirements, and charges:

a. **Definitions and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof.

b. **Annotation on the Bill of Lading** – When Protective Security Service (PSS) is required for a U.S. Department of Defense ("DOD") shipment, the customer shall notify ArcBest in advance and annotate the bill of lading as follows: "Protective Security Service (PSS) requested. Signature and Tally Record (DD Form 1907) furnished to carrier."

c. **Charges** – In addition to all rates and charges for transportation, shipments for which PSS is provided at customer's request, will be subject to a charge of seventy five cents ($0.75) per mile per vehicle and a minimum charge of $600.00 per shipment.

5) **Security Escort Vehicle Service**
Service Providers that have been cleared by the U.S. Defense Investigative Service and qualified by SDDC to transport SECRET shipments shall provide Security Escort Vehicle Service upon request of customer, subject to the following definition, requirements, and charges:

a. **Definitions and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof.

b. **Annotation on the Bill of Lading** – When Security Escort Vehicle Service (SEV) is required for a DOD shipment, the customer shall notify ArcBest in advance and annotate the bill of lading as follows: "Security Escort Vehicle Service (SEV) requested."

c. **Charges** – In addition to all rates and charges for transportation, shipments for which SEV is provided at customer's request, will be subject to a charge of $3.20 per mile per vehicle and a minimum charge of $1,500.00 per shipment.

6) **Signature and Tally Record Service**
Signature and Tally Record Service will be provided by ArcBest upon request of the customer at the time of price quotation, subject to the following definition, requirements and charges:

a. **Definitions and Requirements** – Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof.

b. **Annotation on the Bill of Lading** – When Signature and Tally Record Service is required on a shipment, the customer shall notify ArcBest in advance and annotate the bill of lading as follows: "Signature and Tally Record requested. DD Form 1907 provided by the shipper and furnished to carrier.
"Date _____ Signature _____ Title _____"

c. **Charges** – In addition to all rates and charges for transportation, shipments for which Signature and Tally is provided at customer's request, will be subject to a charge of $35.00 per shipment. A separate charge got Signature and Tally Record Service will be billed when a higher protective security service is charged which includes the requirement for Signature.

C. Ground Expedite Cargo Liability Limits

1) **Cargo Liability**

Except as otherwise provided herein, ArcBest's or a Service Provider's liability for commodity loss and damage caused by it or a Service Provider performing transportation services for you begins upon the Service Provider signing the receipt or bill of lading for commodities it receives for transportation.

ArcBest and the Service Providers' aggregate liability for cargo loss and/or damages caused by them performing services for you under this Tariff will be governed by the terms of the applicable price quote and this Tariff. In cases where liability is not established by the terms of the applicable price quote, ArcBest and Service Provider's cargo liability will not collectively exceed the lesser of:

a. The actual value of the commodity;
b. $0.50 per pound per lost or damaged package;
c. $0.10 per pound per lost or damaged package for any other than new commodities;
d. No coverage for shipments from, to or in any point in Mexico; or
e. $50,000.00 per trailer.

ArcBest and Service Providers shall not be liable for more than the actual value of the shipment, should the value declared on the bill of lading exceed that actual value of the shipment's content.

In addition to the above limitations, ArcBest and Service Providers' cargo liability for all loads tendered on a "air waybill" shall be further limited to the lessor of $0.50 per pound, per lost or damaged article or $50.00 per shipment unless a higher value is declared on the shipment.

Commodity and/or cargo loss or damage claims must be evidenced by actual damage to or actual loss of the shipment commodities, neither ArcBest nor the Service Provider shall be liable for loss or damage based solely upon a broken seal, missing seal, or unlocked trailer or other procedural requirements.

If all or any part of commodities are carried by water over any part of such route, such water carriage shall be performed subject to the terms, provisions and limitations of liability specified by the "Carriage of Good by Sea Act" and any other pertinent laws applicable to water carriers.

All limitations of liability contained or incorporated herein this section or this Tariff apply to ArcBest and Service Providers whether disclosed or not.

Regardless of any bills of lading that may be issued or accepted by ArcBest or Service Providers, ArcBest and Service Providers do not accept liability for loss or damage to shipments under transport in Mexico. ArcBest and Service Providers participate in international shipments originating or destined for Mexico on a combination rate basis notwithstanding any arrangements for through trailer movements. You are advised that liability for cargo loss and/or damage in the Mexico differs from United States law and special arrangements with the Mexican carrier participating in any transborder movement is not ArcBest or Service Providers' responsibility. ArcBest and Services Providers will not pay a cargo claim in the event of a high jacking, theft, loss or damaged occurring in the country of Mexico.

All ground expedited shipments shall be loaded by the consignor and unloaded by the consignee. Service Provider's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of liability for shortage or damage in the absence of upset or accident where the driver was either not present or not allowed to observe the loading and unloading.

2) Optional excess cargo liability coverage must be requested at the time of the price quote, and the optional excess cargo liability request must be included in writing on the bill of lading at the time the shipment is tendered. It is only available when it is requested, documented, and approved at the time of ArcBest's issuance of the pricing quote to you. ArcBest reserves the right to refuse a shipment for excess cargo liability on any shipment it deems to be an unacceptable risk or for any other reason.

ArcBest will assess an additional charge for excess cargo liability coverage. Such charge is in addition to all other 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 herein, including the minimum packaging requirements as provided in the NMFC.

When optional excess cargo liability is requested for new commodities, the maximum liability assumed by ArcBest will not exceed $1,000,000 per occurrence unless otherwise agreed to in writing. When optional excess cargo liability is requested for **other than new** commodities, the maximum liability assumed by ArcBest will not exceed $5.00 per pound per lost or damaged package or $250,000 per occurrence unless otherwise agreed to in writing. In order for a shipment containing commodities other than new to be eligible for excess liability coverage, 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 provision.

IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 CARGO CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, OMISSIONS, INCLUDING DELAYS, WHETHER OR NOT FORESEEABLE OR DISCLOSED.

The customer or shipper may obtain rates for shipments with higher release values than those indicated by contacting ArcBest's customer service representative at 866-455-8205 or eliteservices@arcb.com.

Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pickup.

3) **Spotted and Dropped Equipment**

ArcBest and Services Providers' responsibility for commodities begins when the Service Provider picks up a shipment from the shipper's dock or in the case of spotted or dropped equipment when the Service Provider takes physical possession of the loaded trailer. ArcBest and the Service Provider's responsibility ends when the shipment is delivered or in the case of spotted or dropped equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

4) **Shortage**

ArcBest and its Service Provider will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee.

5) **Packing and Marking Requirements**

You must ensure shipments are packed, braced, loaded and secured as to insure safe transportation with ordinary care in handling. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels. Each piece must be legible and durably marked with the name and address of the shipper and consignee. ArcBest and its Service Provider shall not be held liable and you will indemnify and defend ArcBest and its Service Providers for any personal injuries and property damage as a result of a shipment being improperly packed, braced, loaded and/or secured.

AIR EXPEDITE SERVICES

A. General Air Expedited Terms, Conditions and Rates

1) ArcBest arranges for domestic and international freight forwarding via air and ground modes in compliance with all regulatory requirements. This Tariff is applicable to the transportation of any pallet, container, package, piece, document, letter or any other item tendered by you using ArcBest services. In tendering shipments to or through ArcBest for domestic and international movement, you certify and warrant that you are familiar with all applicable safety and security requirements and that in tendering shipments to ArcBest or its Service Providers, you will comply with those applicable requirements. All shipments tendered for shipment by air are subject to inspection and screening as per TSA regulations.

2) Indirect Air Carrier ("IAC") standard service terms and conditions shall apply to all shipments accepted for transport and the terms and conditions of the then current International Air Transportation Association ("IATA") air waybill shall apply to the extent consistent with these terms and conditions. Non-conforming shipping documents terms and conditions are inapplicable and used shall only be evidence of receipt of commodities. If there is a conflict between the Tariff and the terms or conditions on any IATA air waybill or any ArcBest bill of lading, manifest or other transit documentation, the Tariff will supersede and control.

3) All shipments shall be released to the lowest applicable standard commodity evaluation published herein unless otherwise expressly agreed in writing.

B. Computation of Days

Unless otherwise provided, in computing time in days, full calendar days will be used. Sundays and Holidays will be included unless the last day falls on a Sunday or Holiday, in which event, the next calendar day (other than Sunday or Holiday) will be included.

C. Conditions of Transportation

1) Except, as otherwise provided for herein, ArcBest assumes no obligation to commence or complete transportation of a shipment within any specific period.

2) ArcBest will exercise due diligence to protect all commodities accepted for carriage, and will determine the routing of any shipment.

3) Without special instructions by you on the AWB or IATA air waybill, ArcBest will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of multiple carriers) in order to facilitate its delivery.

4) The carriage charges for a shipment will be the transportation charges from origin to destination and all applicable accessorial charges. 5) ArcBest may re-consign shipments when authorized by you subject to the following conditions:

a. A special handling charge will be billed for each re-consigned shipment. This charge will not be applied when a shipment is changed to "Hold at ArcBest Location" and the ArcBest location is in the same city as the city on the AWB, IATA air waybill, ABOL or bill of lading. Otherwise, special handling charges may apply.

b. To re-consign a shipment, you must send a fax to ArcBest at 1-800-460-5074 and provide the ArcBest air waybill or bill of lading number, the new destination/consignee and a valid contact telephone number for the consignee.

c. We may not honor a re-consignment request from the consignee, except to "Hold at ArcBest Location" within the original destination city, after a delivery attempt has been made at the original address provided.
d. Our 100% or satisfaction guarantee policy does not apply to shipments that are re-consigned. We have no liability for service failures for these shipments.
e. Only one re-consignment will be allowed per shipment.
f. We may require photo identification of the business/person authorized to accept the shipment.

6) You represent and warrant that commodities tendered to or through ArcBest that no shipment is intended for a subsequent movement by air or is otherwise subject to special security procedures imposed by the Department of Homeland Security, TSA, FDA or similar agencies with jurisdiction over the transportation of the commodities tender to ArcBest for transportation services.

D. Services Not Included in Rates and Charges

Unless specifically provided therein, rates and charges do not include the following service fees or charges:

Add-on charges;
Advance charges and forwarding fees;
Storage charges;
Insurance charges;
C.O.D. service fees; Customs house broker fees and expenses incurred in clearing the Shipment through Customs;
Duties, taxes, penalties, permits or charges imposed or collected by any domestic or international governmental authority related to the movement;
Expenses incurred by ArcBest in repairing faulty packing;
Charges for transportation of shipments re-forwarded or trans-shipped; and
Pick-up and delivery charges to and from the airport or terminal when applicable;

E. Claims for Overcharges

Claims for overcharges or invoice adjustments must be received in writing by ArcBest within ninety (90) days from the ArcBest invoice date for the relevant shipment, and must be accompanied by a copy of the original air waybill or bill of lading. ArcBest or its designee will refund the claimed overcharges or notify the claimant of its disallowance of the claim within sixty (60) days of receipt of the claim. Any legal action for recovery of overcharges shall be commenced within ninety (90) days after ArcBest or its designee provide written notice of its disallowance of the overcharge claim. Failure to file a claim within either 90 days period shall be a complete defense to any lawsuits or claims for recovery filed thereafter. The term overcharge shall be inclusive of duplicate payments.

F. Shipments Accepted on a Restricted Basis

1) The declared value for a shipment of personal effects and/or gifts shall be limited to an amount equal to the greater of twenty-five cents ($0.25) per pound per piece or fifty dollars ($50.00) per shipment. Such declared value shall be the maximum liability to ArcBest or Service Providers for such shipment. Any value exceeding twenty-five cents ($0.25) per pound per piece is at your risk and on your own insurance policy. All charges for such shipments must be paid at the time of booking by credit card, EFT or certified check.

NOTE: As a security measure, all personal effects and gift shipments may be inspected by ArcBest or its designee, before or during carriage.

a. Furs and/or fur-trimmed garments, antiques, watches and watch parts, wigs and other hair products will be handled provided special authorization has been granted by ArcBest or the declared value is less than fifty cents ($0.50) per pound per piece.
b. Shipments of extraordinary value must be contained in a sealed unit and packed so as to assure the burst strength of the piece is more than three (3) times the actual weight.

G. Charges for Shipment of Restricted Articles

A surcharge will be added to the total charge for each shipment of dangerous goods and commodities subject to Department of Transportation Hazardous Materials Regulations, 49 CFR; Parts 171-177 or to IATA/ICAO Regulations. Hazardous Materials or dangerous goods will not be accepted for transportation from private individuals under any circumstances.

H. Packing and Marking Requirements

1) You must comply with all applicable local, state, province, national and federal laws, including those governing packing, marking and labeling for all shipments.

2) Shipments must be prepared or packed to insure safe carriage with ordinary care in handling.

3) Any commodity susceptible to damage through ordinary handling must be protected by adequate, proper packing and must be marked or bear appropriate labels.

4) Any commodity susceptible to damage because of any condition that may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected with proper packing.

5) Each commodity piece must be legibly and durably labeled with the name, address and zip or postal code of the customer or shipper.

6) Any shipment containing perishables, liquids of any kind, glass or commodities made wholly or partly of glass or glass bottles or containers, shall be prominently marked on the outside of the piece to show the nature of the contents thereof.

7) Commodity pieces with floor-bearing weight greater than 100 pounds per square foot must be provided with a skid or base that will reduce the floor-bearing weight to 100 pounds or less per square foot. The skid or base will be included in the gross weight of the piece and must be furnished by you.

8) Each piece of a Collect on Delivery (“C.O.D.”) shipment must be plainly marked to show that it is part of a C.O.D. shipment and reflect the total number of pieces in the shipment.

I. Shipping Documents

1) You will have the duty to prepare and present a nonnegotiable air waybill or bill of lading with each shipment tendered for carriage subject to the Tariff. If you fail to present an air waybill or bill of lading to ArcBest at the time of tendering the shipment, ArcBest may accept such shipment if accompanied by a nonnegotiable shipping document or memorandum. No air waybill or bill of lading or other shipping document or memorandum issued or accepted by ArcBest will be negotiable. Each such shipment will be subject to the Tariff for service in effect on the date ArcBest accepts the commodity.

2) The AWB or ABOL and the Tariff applicable to the shipment will inure to the benefit of and be binding upon you and ArcBest.

3) The AWB or ABOL and Tariff applicable to the shipment will apply at all times the shipment is being handled by and through.

4) Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the United States and its territorial possession government(s).

5) Any shipment to be transported between the United States, its territorial possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the governments of the United States and the foreign country or countries concerned. The air waybill and/or bill of lading and a Government Bill of Lading must accompany any shipment transported for the United States government with the proper number of copies properly executed.

6) Contents of shipments must be fully disclosed by including an accurate and specific description on the utilized air waybill or bill of lading.

7) The total number of pieces and weight in pounds (or weight in kilograms if an international shipment) of the shipment must be specified on the air waybill or bill of lading. It is highly recommended that you enter the shipment dimensions and commodity type at time of quote to ensure accurate rating and handling.

8) A surcharge will be assessed for any change of name of the consignee or other statement on the air waybill made necessary by the shipper's instructions received subsequent to the issuance of the air waybill, provided that such change is a variance with or in addition to the customer's original instructions. When applicable, a surcharge will apply for this service.

J. Undeliverable Shipments

1) The customer will be immediately notified of any shipments refused by the consignee or which for any other reason cannot be delivered, including failed delivery resulting from an incomplete or incorrect address. The customer will provide timely disposition to ArcBest and may request the shipment be promptly returned to shipper on a collect basis with return charges and fees assessed. If the shipper refuses the return of the shipment, ArcBest will retain the shipment for a period not to exceed thirty (30) days. After the expiration of such thirty (30) day period, ArcBest reserves the right to dispose of such shipment without any liability therefore.

2) If a shipper or consignee desires notification when a shipment containing perishable commodities is delayed which is in the possession of ArcBest or a Service Provider, threatened with deterioration, or unclaimed, or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number, and/or address of the party to be notified, shall be given on the Air Waybill. If such authorization and instructions are not given or if, after reasonable attempt to comply therewith, ArcBest does not promptly receive further instructions concerning the disposition of the shipment, ArcBest will take such steps as due diligence requires for the protection of all parties in interest, including rerouting the shipment by other means of transportation or disposal of the shipment, at public or private sale in accordance with applicable laws and regulations.

3) A sale or disposal pursuant to the foregoing provisions will not discharge any liability or lien to any greater extent than the proceeds thereof. The customer, shipper and consignee shall remain liable, jointly and severally, for any deficiency.

4) Shipments will be held by ArcBest or a Service Provider at destination without charge for three (3) calendar days (excluding Saturday, Sundays and Legal Holidays), computed from the first 8:00 A.M. following notification to the consignee of the arrival of the shipment.

5) Shipments will be held by ArcBest or a Service Provider at San Juan, Puerto Rico without charge for seven (7) calendar days (excluding Saturdays, Sundays, and Legal Holidays), computed from the first 8:00 A.M. following notification to the consignee, for arbitrios or government tax declaration purposes.

6) Storage charges will not be assessed on shipments lacking proper documentation when advance arrangements have been made with ArcBest by the customer or its agent.

7) After the expiration of such free time, ArcBest will continue to hold such shipments for the customer. If such continued holding is not practicable, ArcBest will place the shipment in a public warehouse, at the expense of the customer, subject to a general and/or specific lien for all transportation, storage, delivery, warehousing and other charges, including handling charges.

8) When the shipment is held by ArcBest after the expiration date of such free time, ArcBest and Service Providers' liability shall be reduced to that of a warehouseman. When such shipment is placed in a public warehouse, ArcBest and Service Providers' liability for the shipment will terminate.

9) Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 A.M. following the receipt of the shipment. At the expiration of thirty (30) calendar days, ArcBest will return the shipment or part of the shipment, to the shipper at the customer's expense subject to a lien for all charges applicable to the shipment or part thereof.

10) Calendar week, for the purpose of this rule, means a period of (7) successive calendar days, including Saturdays, Sundays and Legal Holidays.

11) Shipments, or any parts thereof, tendered for storage services, will have a declared value of $0.50 per pound per piece, but not more than $50.00 per shipment whichever is greater.

K. Collect on Delivery (C.O.D.)

1) It shall be the sole responsibility of the shipper to enter the amount of the C.O.D. on the air waybill and ArcBest or Service Providers shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper. Each piece of a "C.O.D." shipment must be legibly and durably marked with the letters "C.O.D." and the number of pieces in the shipment.

2) The following shipments will not be accepted C.O.D.:
   a. Shipments requiring prepayment or the guarantee of transportation charges pursuant to the rules set forth herein;
   b. Shipments on which the total amount to be collected on delivery exceeds $25,000; and
   c. C.O.D. pieces will not be accepted on the same Air Waybill with pieces not moving C.O.D.; only pieces covered by one C.O.D. amount will be accepted on one air waybill.

3) The amount of C.O.D. is payable in cash, money order, or certified check, except as provided in paragraph (4) below. No privilege of examination or trial will be given prior to the collection of the amount of C.O.D. No partial delivery of a C.O.D. shipment will be made unless the full amount of the C.O.D. has been collected.

4) When the customer or shipper, in writing or by endorsement on the air waybill, authorizes ArcBest or a Service Provider to accept the consignee's check made payable to the customer on C.O.D. shipments, ArcBest's sole responsibility shall be to secure the check and to exercise due care and diligence in forwarding it to the customer and the charge for collecting and remitting must not be included in the check or money order made payable to the customer.

5) The disposition of refused or unclaimed C.O.D. shipments, including re-consignment to a new consignee at a new address or the release of C.O.D. amount, may be arranged for by the customer only in the following manner:

a. By instructions placed on the air waybill at the time of shipment or by written order to ArcBest;
b. C.O.D. shipments containing perishable articles refused or unclaimed at destination will be returned to the shipper at its expense. Other C.O.D. shipments refused or unclaimed will be held subject to storage and if disposal is not arranged as prescribed herein within thirty (30) days after notice has been given to the customer, such shipments will be returned to the shipper at the customer's expense.
c. When applicable a surcharge will apply for this service.

L. **Liability Limitations and Excess Liability Coverage**

1) Excess Liability Coverage

ArcBest provides excess liability coverage for you to declare a value in excess of our standard liability limitation of$0.50 per pound per piece or $50.00 per shipment whichever is greater. By declaring value consistent with the value of the commodities, you are afforded protection against loss and/or damage to your commodities that is the direct result of the negligence of ArcBest or a Service Provider for that particular shipment.

Except as otherwise provided herein, a shipment has a declared value of the greater of $0.50 per pound per piece or $50.00 per shipment, unless a higher value is declared on the shipment.

When services are available from or to a point in Mexico, ArcBest and Service Providers shall not be liable for commodity loss or damage which occurs in Mexico during the shipment or services provided. Shipments from or to a point in Mexico are ineligible for excess liability coverage.

An additional carriage charge shall be assessed based on the value declared on the air waybill of bill of lading, at the time of receipt of the shipment from the shipper that exceeds $0.50 per pound per piece or $50.00 per shipment, whichever is higher.

A shipment of personal effects and/or gifts shall not be eligible for additional coverage and any value exceeding $0.50 per pound per piece is at your risk and on your own insurance policy.

Excess liability coverage for C.O.D. shipment shall be the amount of the C.O.D amount to be collected unless a higher or lower value is declared on the air waybill by the shipper or the C.O.D. amount is less than the $0.50 per pound or $50.00 per shipment.

2) Conditions of Excess Liability Coverage

Excess liability coverage will only be available for shipments which originate in the United States or Canada and are destined to either United States or Canada, and such excess liability coverage commences only while the subject commodity is actually in due course of transit from the time the subject commodity leaves the premises of the shipper until delivered to the consignee.

Applicable to all types of physical loss or damage from external causes except as provided herein.

Except as otherwise provided herein, excess liability coverage is applicable on all shipments of lawful commodities carriage arranged by ArcBest, and provided that prior to ArcBest accepting such excess liability coverage, the air waybill must be duly signed in the space provided therefore by the customer or an authorized agent of the customer setting forth that such excess liability coverage has been requested by the customer, the specific amount of requested excess liability coverage stated thereon and ArcBest indicates to the customer that it accepts such requested excess liability coverage.

The maximum available excess liability declared value is $100,000.00 per conveyance.

ArcBest's and Services Providers' liability for partial loss or damage shall be pro-rated, based upon the value per pound of the commodity(ities) lost or damaged.

An assembly with multiple singular pieces constituting an integral part thereof, all such singular pieces to the assembly transported shall be considered a single shipment, and a single shipment subject to excess liability coverage limits.

ArcBest and Services Providers liability shall be determined according to this Tariff.

M. Shipment Guarantees

1) ArcBest's 100% per piece guarantee applies only to shipments where you prior to booking, specifically contracts with ArcBest for the 100% guaranteed service level.

2) In the event of a booking by you and the confirmation by ArcBest of acceptance of a 100% per piece guarantee shipment, ArcBest will void all charges upon late delivery for each piece of a shipment which does not arrive by the time and date committed to, except in such circumstances that the guarantee is inapplicable.

3) The 100% per piece guarantee does not apply to shipments that are delayed due to causes beyond ArcBest's or Service Providers' control, including, but not limited to:

a. The unavailability or refusal of the consignee to accept delivery of a shipment; acts of God; terrorist acts; acts of public authorities acting on their actual or apparent authority; acts or omissions of Customs or similar authorities; the application of Transportation Security Administration security regulations or other requirements imposed by governments; international border crossing delays; riots, strikes, or other labor disputes; civil commotions; virus; pandemic; or disruptions in air or ground transportation networks, such as weather phenomena and natural disasters. The guarantee does not apply to shipments where actual shipment details change after quoted or booked including, but not limited to, weight, dimensions, scheduled pickup and delivery or delays caused by an incorrect address or zip code.
b. The guarantee does not apply to reconsigned shipments or shipments delayed due to non-payment of past due ArcBest invoices.
c. In the event of a partial on time delivery, where an unforeseen reason causes a piece or pieces of the shipment to arrive late, the customer will still be responsible for prorated fees on the pieces which were delivered by the committed time and date.
d. Shipment guarantees set forth in this section are intended to proscribe and otherwise limit ArcBest's obligation to deliver shipments with reasonable dispatch.
e. Under all circumstances, customer must file claim for refund in writing, within ten (10) business days of delivery.

N. Service Levels

Next Flight: For urgent shipments that require the fastest, most direct, routing (Some restrictions apply).

1) **NextDay Express** – Expedited solution for delivery by noon the next business day for most shipments, later for shipments to other areas.

2) **NextDay** – Economical expedited solution for delivery by 17:00 hrs. the next business day for most shipments.

3) **Two Day Express** – Time-sensitive solution for delivery by noon the second business day for most shipments, later for shipments to other areas.

4) **Two Day** – Cost effective solution for delivery by 17:00 hrs. the second business day for most shipments.

5) **Three Day** – Reliable solution for delivery by 17:00 hrs. the third business day, for most shipments.

6) **Deferred** - Competitive solution for delivery in 3-5 business days.

7) **Ground** - An economical solution that usually delivers within 7-10 business days.

8) **Time Specific** - Routed to customer requested date and time.

O. Use of ArcBest Services

ArcBest reserves the right to terminate your access to ArcBest's services for any reason not prohibited by law including, if ArcBest believes at its sole discretion, that (i) ArcBest's services are being used for illegal purposes or for purposes not authorized by ArcBest, (ii) ArcBest or another party's rights are being jeopardized, (iii) ArcBest or any third party is potentially exposed to liability or damage of any type, or (iv) you violate the Tariff or any other applicable agreements between ArcBest and you.

P. Subcontracting/Service Providers

ArcBest reserves the right to subcontract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken in relation to the commodities.

If a claim or allegation is made against ArcBest and/or Service Providers or their servants, agents, stevedores, employees, directors or officers which imposes or attempts to impose upon any of them or any vessel or aircraft owned or chartered by any of them any liability whatsoever, in connection with the commodities, and, if any such claim or allegation should nevertheless be made you shall indemnify, defend and hold harmless ArcBest and Service Providers and their servants, agents, stevedores, employees, directors or officers against all liabilities, damages, expenses and consequences thereof, including attorneys' fees and litigation costs. Without prejudice to the foregoing, every such servant, agent, stevedore, employee, director or officer shall have the benefit of all provision herein benefiting ArcBest as if such provisions were expressly for their benefit, and all limitations of and exonerations from liability provided to ArcBest by law and by the terms hereof shall be available to them, and, in entering into this contract ArcBest, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores, employees, directors and officers.

The expression "subcontractor" in this clause shall include direct and indirect Service Providers and their respective servants, agents, directors, officers and employees.

Q. Application of Rates & Charges

1) **Basis**
   a. Rates, accessorials and service quotations will be based upon the information provided by you, but final rates, accessorials and service may vary based upon the shipment actually tendered.
   b. Charges will be assessed at the rates and accessorials effective the day the shipment is accepted by ArcBest or a Service Provider.

2) **Pickup and Delivery Service**
   a. Pickup and delivery service is available between the hours of 0800 and 1700 hrs., Monday through Friday.
   b. Weekday pickup or delivery before 0800 or after 1700 hrs., or weekend, time specific or holiday pickup and delivery may be subject to an additional charge.

c. Requests for NextDay service are subject to equipment availability and must be booked prior to 1500 hrs. for pickup zones A, B and C as defined by the ACI Guide and 1400 hrs. for pickup zones D and beyond.

3) **Beyond Charges & Service**

a. A shipment that originates from, or is destined to, a city located outside of zones A, B, and C as defined by the ACI Guide will be assessed additional charges and may incur additional transit day(s). These beyond charges are added to the per pound or cwt. rate and may not show as a separate accessorial line on the bill.

b. Except for shipments to/from Hawaii or Alaska, shipments having either an origin or destination zip code located outside of the ACI Guide zones A, B, and C may be subject to a beyond charge and may incur additional transit day(s).

c. Except for shipments to/from Hawaii or Alaska, shipments having both origin and destination zip codes located outside of the ACI Guide zones A, B, and C may be subject to a beyond charge and may incur additional transit day(s).

d. Shipments to/from Hawaii, other than Oahu, and shipments to/from Alaska, other than Anchorage, Fairbanks, and Juneau, may be subject to a beyond charge and may incur additional transit day(s).

R. Chargeable Weight

1) The costs to transport commodities are dependent upon aircraft space and weight limitations. Thus, bulky shipments requiring considerable aircraft space are often charged a dimensional weight. Each shipment tendered to or through ArcBest is charged according to the actual weight or the dimensional weight whichever is greater. Dimensional weight is computed by using a dim factor of 194 for domestic shipments and 166 for international and transborder shipments.

2) Actual Weight is the weight determined by measuring the shipment on a certified floor platform scale.

3) Dimensional Weight is calculated using the formula (length in inches) x (width in inches) x (height in inches), divided by the dim factor. Dimensional Weight is always rounded up to the next whole pound or kilogram, and calculated on the sum of the dimensions for all pieces contained in the shipment.

Example: 10” x 12” x 15” box, 50 pounds. Actual Weight = 50 lbs. Dimensional Weight = (10 x 12 x 15)/194 =9.28 = 10 lbs. Dimensional Factor = 194. The actual weight exceeds the dimensional weight. Thus, the actual weight (50 lbs.) will be used as the chargeable weight for the shipment.

S. Oversize Commodity

Shipments containing a piece with a length, width, or height of forty-six (46) inches or greater may incur a surcharge per Appendix 4: Assessorial Charges. A shipment that contains a piece with a length, width, or height of 120 inches or greater may incur a minimum surcharge, contact ArcBest for a quote. A shipment that contains a handling unit with a chargeable weight of 250 pounds or greater that cannot be broken down may incur an additional charge, contact ArcBest for a quote.

T. Fuel Surcharge

Provisions contained in this section will only apply to the extent specified in the account-specific pricing. The air freight fuel surcharge will apply in connection with shipments which require air service transportation. Unless otherwise specifically provided, an air fuel surcharge as shown in the table below shall apply on all line haul charges when the U.S. Gulf Coast (USGC) monthly average price for kerosene-type jet fuel is:

Return to TOC

At Least EIA Index	Less Than EIA Index	EIA Fuel Percent
0.00	0.50	3.30%
0.50	0.55	3.80%
0.55	0.60	4.30%
0.60	0.65	4.80%
0.65	0.70	5.30%
0.70	0.75	5.80%
0.75	0.80	6.30%
0.80	0.85	6.80%
0.85	0.90	7.30%
0.90	0.95	7.80%
0.95	1.00	8.30%
1.00	1.05	8.80%
1.05	1.10	9.30%
1.10	1.15	9.80%
1.15	1.20	10.30%
1.20	1.25	10.80%
1.25	1.30	11.30%
1.30	1.35	11.80%
1.35	1.40	12.30%
1.40	1.45	12.80%
1.45	1.50	13.30%
1.50	1.55	13.80%
1.55	1.60	14.30%
1.60	1.65	14.80%
1.65	1.70	15.30%
1.70	1.75	15.80%
1.75	1.80	16.30%
1.80	1.85	16.80%
1.85	1.90	17.30%
1.90	1.95	17.80%
1.95	2.00	18.30%
2.00	2.05	18.80%
2.05	2.10	19.30%
2.10	2.15	19.80%
2.15	2.20	20.30%
2.20	2.25	20.80%
2.25	2.30	21.30%
2.30	2.35	21.80%
2.35	2.40	22.30%
2.40	2.45	22.80%
2.45	2.50	23.30%

At Least EIA Index	Less Than EIA Index	EIA Fuel Percent
2.50	2.55	23.80%
2.55	2.60	24.30%
2.60	2.65	24.80%
2.65	2.70	25.30%
2.70	2.75	25.80%
2.75	2.80	26.30%
2.80	2.85	26.80%
2.85	2.90	27.30%
2.90	2.95	27.80%
2.95	3.00	28.30%
3.00	3.05	28.80%
3.05	3.10	29.30%
3.10	3.15	29.80%
3.15	3.20	30.30%
3.20	3.25	30.80%
3.25	3.30	31.30%
3.30	3.35	31.80%
3.35	3.40	32.30%
3.40	3.45	32.80%
3.45	3.50	33.30%
3.50	3.55	33.80%
3.55	3.60	34.30%
3.60	3.65	34.80%
3.65	3.70	35.30%
3.70	3.75	35.80%
3.75	3.80	36.30%
3.80	3.85	36.80%
3.85	3.90	37.30%
3.90	3.95	37.80%
3.95	4.00	38.30%
4.00	4.05	38.80%
4.05	4.10	39.30%
4.10	4.15	39.80%
4.15	4.20	40.30%
4.20	4.25	40.80%
4.25	4.30	41.30%
4.30	4.35	41.80%
4.35	4.40	42.30%
4.40	4.45	42.80%

The fuel surcharge for air transportation services is subject to weekly adjustment based on a rounded average of the U.S. Gulf Coast (USGC) spot price for a gallon of kerosene-type jet fuel. The FSC is subject to change on the Tuesday of each week based on the previous Monday's average. When fuel prices equal or exceed $4.45 per gallon, the air fuel surcharge continues to increase 0.5% with every five-cent increment.

In applying the surcharge, first determine the commodity 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 commodity bill.

Commodity charges for airline haul transportation shall include line haul, pickup and delivery charges such as, but not limited to, minimum charges, density minimum charges, dimensional weight charges, absolute minimum charges and over-dimension 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.

U. **Other Fees**

Surcharges and/or processing fee will be assessed and may vary dependent on market conditions. A Security Administration and Oversight Fee may be assessed.

V. **Quotations**

Quotations as to fees, rates of duty, commodity charges, excess liability coverage or other charges given by ArcBest to you are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon ArcBest unless ArcBest in writing specifically undertakes the handling or carriage of the shipment at a specific rate. Additional services that are requested and/or required may incur additional costs for services according to Appendix 4: Assessorial Charges.

W. **Indirect Air Carrier Standard Security Program**

Affiliates has adopted and is currently carrying out an Indirect Air Carrier Standard Security Program (IACSSP) in accordance with applicable laws and regulations. Information regarding the IACSSP contains sensitive security information. Such information will only be made available on a need to know basis. Information regarding shipments subject to the IACSSP may be withheld or delayed as required by the directives of the program.

X. **Air Charters**

In any movements tendered to ArcBest that requires an air charter, ArcBest is known as the arraigner of transportation and endeavors to identify a qualified charter operator to handle the movement. You are considered the charterer.

As to air charters, ArcBest does not provide any cargo liability and hereby disclaims all liability for cargo loss, damage and/or delay. To the extent ArcBest is found liable for cargo loss, damage and/or delay under this section, its liability shall be limit to the same extent as the Air Charter Service Provider. Customer, consignor and consignee will be subject to the current applicable terms and conditions of such air charter company and the direct air carrier that ArcBest arranges carriage for or on behalf of customer, consignor and consignee. Such air charter company and direct air carrier may limit liability for both bodily injury, property and cargo loss or damage. At time of price quote and/or upon request, ArcBest can provide copies, or the URL site(s), of the applicable terms and conditions.

This Tariff will apply to Charterer. Charterer agrees to indemnify, defend and hold harmless ArcBest and Service Providers and their subsidiaries, divisions, affiliates, servants, agents, directors, officers and employees from any and all liabilities and damages, loss, litigation and other costs, including attorneys' fees, for which ArcBest or Service Providers may suffer or incur as a result of any claims that arise out of or result from the rendering of services by ArcBest or a Service Provider under this Tariff, whether such claims are based on negligence, intentional acts or omissions, breach of contract, breach of warranty, absolute liability or other legal theory.

Y. IN ADDITION TO ANY AND ALL OTHER LIMITATIONS OF LIABILITY HEREIN, ARCBEST AND ITS SERVICE PROVIDERS 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 CARGO CLAIMS FILED HEREUNDER OR ANY OTHER ACTS, OMISSIONS, INCLUDING DELAYS, WHETHER OR NOT FORESEEABLE OR DISCLOSED.

WAREHOUSING AND VALUE ADDED SERVICES

A. Acceptance

Tendering commodities to ArcBest for storage, value added services or other related services shall serve as acceptance of: 1) the Tariff terms and conditions; and 2) any provided proposal or price quote for services. If no price quote or proposal has previously been provided to you, then, the applicable rates will be as invoiced to you by ArcBest. Value added services to which these terms and conditions apply include but are not limited to: cross docking, transloading, fulfillment, pick and pack, assembly, and consolidation.

B. Tender of Commodities

All commodities shall be delivered to ArcBest properly marked and packaged for storage and handling. You shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

C. Storage Period and Charges

Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month. The storage month begins on the date that ArcBest accepts care, custody and control of commodities, regardless of unloading date or date of issue of warehouse receipt. When commodities are initially received for storage on the first month, a full month's storage charge will apply on all commodities received between the first and the 15th. When commodities are received for storage on the 16th or thereafter until the last day of a calendar month one half-month's storage charges will apply on such commodities. Each month after the first month, a full month's storage charge will apply to all commodities in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of each calendar month.

D. Transfer, Termination of Storage, Removal of Commodities

Instructions to transfer commodities are not effective until delivered to and accepted by ArcBest, and all charges up to the time transfer is made are chargeable to you. Prepayment of such charges may be required before commodities are transferred or released. If a transfer involves re-handling commodities, such will be subject to a charge. When commodities in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

ArcBest reserves the right to move, at its expense, after 14 days notice is sent by certified mail or overnight delivery to you, any commodities in storage from the facility in which they may be stored to any other facilities. ArcBest will store the commodities at, and may without notice move the commodities within and between, any one or more of the buildings which comprise the facility where the commodities are stored.

ArcBest may, upon written notice of not less than 30 days to you and any other person known by ArcBest to claim an interest in the commodities, require the removal of any commodity. Such notice shall be given to the last known place of business of the entity or the last known address of person to be notified. If commodities are not removed before the end of the notice period ArcBest may sell them in accordance with the provisions in this Tariff.

If ArcBest in good faith believes that commodities are about to deteriorate or decline in value to less than the amount of ArcBest's lien before the end of the 30-days notice period referred to above, ArcBest may specify in the notification any reasonable shorter time for removal of the commodities and if the commodities are not removed, may sell them at public sale held one week after a single advertisement or posting and as further required by applicable law.

If as a result of a quality or condition of the commodities which ArcBest had no notice at the time of depositing that the commodities are a hazard to other commodities or to the facility or to persons, ArcBest may sell the commodities at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the commodities. If ArcBest after a reasonable effort is unable to sell the commodities it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the commodities, ArcBest may remove the commodities from the facility and shall incur no liability by reason of such removal.

E. **Handling**

The handling charge covers the ordinary labor involved in receiving commodities at warehouse door, placing commodities in storage, and returning commodities to warehouse door. Handling charges are due and payable on receipt of commodities.

Unless otherwise agreed in writing, labor for unloading and loading commodities will be subject to a charge. Additional expenses incurred by ArcBest in receiving and handling damaged commodities, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to you. Labor and materials used in loading rail cars or other vehicles are chargeable to you. When commodities are ordered out in quantities less than in which received, ArcBest may make an additional charge for each order or each item of an order.

ArcBest shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment.

F. **Delivery Requirements**

No commodities shall be delivered or transferred except upon receipt by ArcBest of your complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided ArcBest has no liability when relying on the information contained in the communication as received. Commodities may be delivered upon instruction by telephone, but ArcBest shall not be responsible for loss or error occasioned thereby.

When commodities are ordered out, a reasonable time shall be given ArcBest to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, terrorism, riots or civil commotions, virus, pandemic or any reason beyond the ArcBest's control, or because of loss of or damage to commodities for which ArcBest is not liable, or because of any other excuse provided by law, ArcBest shall not be liable for failure to carry out such instructions and commodities remaining in storage will continue to be subject to regular storage charges.

G. **Special Services, Value Added Services, and Cross Dock Services**

Labor required for services other than ordinary handling and storage will be charged to you. Special services requested by you including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of commodities; and handling transit billing will be subject to a charge.

Dunnage, bracing, packing materials or other special supplies, may be provided at a charge in addition to ArcBest's cost.

By prior arrangement, commodities may be received or delivered during other than usual business hours, subject to a charge.

Communication expense including postage, overnight delivery, or telephone may be charged to you if such concern more than normal inventory reporting or if, at your request, communications are made by other than regular United States Mail.

H. Warehouse Liability Limitations for Commodity Loss orDamage

1) **Standard of Liability**

You understand that commodity loss and/or damage liability limitations apply to commodities when in storage, cross-docking, value added services, or other related services are arranged or provided by ArcBest or its Service Providers. ArcBest and Service Providers are only liable for loss and/or damage to commodities caused by ArcBest or the Services Provider's failure to exercise such care in regard to the lost and/or damaged commodities as a reasonably careful warehouseman would exercise under like circumstances, but unless otherwise agreed, ArcBest and its Service Provider are not liable for loss and/or damage to commodities which could not have been avoided by the exercise of such care.

2) **Liability Limitations**

ArcBest and its Service Providers' aggregate liability for loss and/or damage to commodities shall not exceed the lesser of: (1) fifty (50) times the base daily storage rate on a package, cube, or per cwt. basis; (2) $0.25 per pound per loss or damaged package; or (3) $100,000 per occurrence, unless excess commodity liability coverage is requested by you, documented and approved at the time of the provided price quote or booking. When excess commodity liability coverage is requested, increased warehousing or other rates may be charged on such increased liability coverage at the current costs and limits which will be indicated on the applicable pricing quote.

ArcBest and its Service Providers are not liable for commodity loss and/or damage occurring during storage or any related storage services which could not have been avoided by the exercise of a standard of care that a reasonably careful warehouseman would exercise under like circumstances. Without limiting the foregoing, ArcBest, the warehouseman or other service providers shall not be liable for damage caused by fire, wind, water, sprinkler leakage, vermin, acts of God, terrorism, strikes or other work stoppages, virus, pandemic or other causes beyond the control of ArcBest, the warehouseman and/or service providers.

ArcBest's and its Service Provider's custody and liability for commodities will not begin until after both of the following events have occurred: (1) the trailer delivering the commodities into the facility has been physically opened by ArcBest or the Service Provider for purposes of performing value added services to the commodities or placing the commodities in the facility for storage; and (2) the warehouseman's receipt or delivery receipt for such inbound load has been signed by ArcBest or the Service Provider. ArcBest's and its Service Provider's custody and liability for the commodities will end after the commodities have been loaded into the outbound trailer, the trailer has been sealed and the outbound carrier has been notified that the commodities are available for pick-up.

3) **Provisions for no commodity liability for loss and damage**

Where loss and/or damage to commodities occur to stored or handled commodities for which the ArcBest or it Service Provider is not liable, you shall be solely responsible for any and all costs of removing and disposing of such commodities and any and all cost of any environmental clean-up and site remediation resulting from the loss and/or damage to commodities, including, but not limited to, any loss or injury to commodities owned by others or the warehouse facility.

4) **Commodity Insurance**

Commodities stored are not insured by ArcBest, the warehouseman or other service provider against loss and/or damage however caused.

5) **Mysterious Disappearance**
Warehouseman shall be liable for loss of commodities due to inventory shortage or unexplained or mysterious disappearance of commodities only if you establish such loss occurred because of the warehouseman's failure to exercise the care required of warehouseman as provided herein. Any presumption of conversion imposed by law shall not apply to such loss and a claim by you of conversion must be established by affirmative evidence that the warehouseman converted the commodities to the warehouseman's own use.

6) **Misshipment**
If the warehouseman negligently misships commodities, the warehouseman shall pay the reasonable transportation charges incurred to return the misshipped commodities to the warehouse facility. If the consignee fails to return the commodities, the warehouseman's maximum liability shall be for the lost or damaged commodities as specified herein, and the warehouseman and ArcBest shall have no liability for damages due to the consignee's acceptance or use of the commodities whether such commodities are yours or belongs to another.

7) **Special Damages**
Neither ArcBest nor its Service Providers shall be liable for any loss of profit or special, multiple, punitive, indirect, incidental or consequential damages of any kind, whether or not foreseeable or known.

I. Notice and Filing of Claim and/or Lawsuit

Commodity claims for loss and/or damage by any commodity claimant where such loss and/or damage occurred during warehousing, storage related services or cross-docking must be presented in writing to ArcBest, the warehouseman or other service provider within a reasonable time, and in no event any later than the earlier of: (1) sixty (60) days after delivery of the commodities by the warehouseman or service provider to your or your designee; or (2) sixty (60) days after you are notified by ArcBest, the warehouseman, or other service provider that loss and/or damage to part or all of the commodities has occurred.

Each claim must contain information necessary to identify the commodities affected, the basis for liability and the amount of the alleged loss and/or damage, as well as all appropriate supporting documentation which must include: (1) a summary of the claims for both damaged or shortages of commodities; (2) a report of individual carton ID's and their appropriate claims designation, including claim value; and (3) individual claim forms for each claim that is supported by such report.

No lawsuit or other action may be maintained by a commodity claimant against ArcBest, the warehouseman or other service provider for loss or damage to commodities unless timely written claim has been given as provided above and unless such lawsuit or other action is commenced no later than the earlier of: (i) nine (9) months after date of delivery by warehouse or service provider to you or your designee; or (ii) nine (9) months after you are notified that commodity loss and/or damage to part or all of the commodities has occurred.

When commodities have not been delivered by the warehouseman or service provider, warehouseman or service provider's notice may be given of known commodity loss or damage by mailing of a letter via certified mail or overnight delivery to you. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by ArcBest or its Service Provider.

J. Right to Store and/or Handle Commodities

You represent and warrant that you are lawfully possessed of the commodities and have the right and authority to store them with ArcBest or have storage services arranged by ArcBest. You agree to indemnify, defend and hold harmless ArcBest and all Service Providers from and all claims and causes of action for liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and litigation costs, which ArcBest or a Service Provider pays or incurs as a result of any dispute or litigation, whether instituted by ArcBest, Service Provider or others, respecting your right, title or interest in the commodities. Such amounts shall be charges in relation to the commodities and subject to ArcBest's lien.

HOUSEHOLD GOODS SERVICES

All services arranged or performed for the transportation of household goods shall be governed by the ArcBest tariff ARC 400 Series which is available upon request or at www.arcb.com.

As used herein household goods are personal effects and property used or to be used in a dwelling and the transportation of such household goods is arranged and paid for by the householder. Household goods do not include property moving from a factory, store or distribution center to the householder.

MANAGED SOLUTIONS SERVICES

1. **Services & Acceptance –** ArcBest offers many types of Managed Solutions Services such as Supply Chain Optimization, Product Launch, Managed Transportation, and Less-Than-Truckload Brokerage. ArcBest utilizes a Transportation Management Software System (hereinafter "TMS") to execute and provide services or you may use the TMS through a subscription service. The Managed Solutions Services Terms and Conditions (hereinafter "Terms and Conditions") apply to all Services as provided herein. Service Pricing means booking services, charges, pricing schedules, quotes, rates, rate agreements, rate confirmations, rate quote, reservation confirmations, service agreements, tariffs or other contractual documents that are restricted and only apply to the identified account.

Except for the Product Launch and Supply Chain Optimization services, when ArcBest arranges or manages Services for you, ArcBest acts as a broker and all such Services shall be subject to the additional terms, conditions, rules and special charge provisions or references herein. Except for Product Launches and Supply Chain Optimization or unless provided otherwise herein, ArcBest shall have no commodity liability to you for loss and/or damage to commodities. Service Providers who arrange, manage and/or perform Services for you are solely liable to you for loss and/or damage to commodities. You acknowledge that a Service Provider's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase excess liability coverage (hereinafter "ELC") but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of lading, if a bill of lading is applicable to Services.

Services include but are not limited to when ArcBest arranges and/or manages services for you, including, but not limited to, planning, execution, carrier management, strategic account management, order management, shipment optimization, contract/procurement optimizations, warehouse services, cross-dock services, load planning, pool distribution, vendor consolidation, transportation (TL, LTL, parcel, intermodal, expedited services, air and ocean forwarding), software platform access, reporting, claims management, freight bill auditing, and/or performance of all services incidental or necessarily related thereto for your transportation requirements or any other services which are as specifically set forth in your Service Pricing.

2. **General Terms and Conditions for Managed Solutions Services –**

A. Services hereunder may be cancelled or terminated at any time with or without cause by either party upon written notice to the other party.

B. You agree to pay ArcBest for access, arranging and/or managing Services as set forth herein or in your Service Pricing. You understand that when ArcBest arranges and/or manages Services with Service Providers on your behalf, you will be subject to additional terms and conditions contained in such Service Provider's tariffs, contractual and/or other applicable documents, including, commodity liability limitations therein. When rail services are used in arranging Services for you, you agree to be subject to all applicable railroad service directories and the Association of American Railroads rules that outline the proper packaging, blocking and bracing of shipments. You hereby expressly agree to be bound by such terms and conditions as they relate to you and that Service Provider.

C. By accepting any Service hereunder, you agree to the terms and conditions contained in the following documents, and the following order of precedence will apply if such documents have inconsistent or conflicting provisions: i) Your applicable Service Pricing; ii) Terms and Conditions; iii) this Tariff; and iv) the applicable ArcBest bill of lading. These documents are hereby incorporated herein.

D. Pricing offers for Services are developed from information and data supplied from you concerning your traffic profile, minimum volumes, scope of the project and other variables. Services are offered with the intent of satisfying your transportation needs, while generating a prudent profit for our Services. Should it be determined that an unprofitable arrangement exists, it is understood that a mutual effort will be undertaken to improve profitability in a mutually agreed upon manner, including but not limited to, increasing shipping quantities or improving freight mix to more closely parallel the tonnage and freight profile characteristics presented, exploring ways to sufficiently reduce Service Providers and your costs, negotiating pricing adjustments, or removing ArcBest from affected routings or Services.

E. Guaranteed Service is an option available for most LTL Brokerage and Managed Transportation Services for an additional fee. Guaranteed Services provides guaranteed delivery at your destination based upon the guaranteed delivery date shown in your Service Pricing. When ArcBest offers Guaranteed Service and you have requested such service, the transit time qualification or calculation shall begin on the first business day after pickup and continue each business day thereafter. Business days do not include weekends, holidays or other non-service days as defined by the Service Provider. The guarantee delivery date will not apply in connection with shipments experiencing delay due to Customs clearance, a force majeure event, the inability of the consignee or trade show contractor to receive commodities. On shipment requiring delivery to exclusive agents, ArcBest or service provider will consider tender to the agent as delivered. Such guarantee will not apply in connection with shipments where the shipper has installed or requested installation of a bulkhead for use in transportation of the shipment. Moreover, the guarantee delivery date will also not apply to air shipments experiencing delay as a result of the shipment containing any commodity that is restricted from air service by the airline and/or any applicable governing body.

When ArcBest or a Service Provider does not meet the guaranteed delivery date as set forth in the Service Pricing and you are not satisfied with the Guaranteed Service, ArcBest at its sole discretion will provide remedies on a case-by-case basis. You have ten (10) days from the ArcBest invoice date to file a claim in writing at LTLBokerage@arcb.com. In any case, you agree that forfeiture of the Guaranteed Service assessorial charge noted on the invoice for this Service shall serve as the maximum remedy for a Guaranteed Service failure and you hereby waive any additional remedies. Guaranteed Service delivery failure claims initiated more than ten (10) days after the invoice date shall no longer be eligible for a request for a remedy as provided herein. ArcBest's or a Service Provider's signed delivery receipt will serve as documentation of the actual delivery date. Neither ArcBest nor any Service Provider will provide a remedy as provided herein when you do not use the applicable ArcBest bill of lading.

F. Except for ArcBest’s commodity liability for Product Launch and Supply Chain Optimization services, ArcBest’s aggregate liability to you or any third party for any damages of any kind resulting from any claim or cause of action, regardless if based in contract, tort or other legal standard and including, but not limited to, in connection with Services arranged, managed and/or performed for you, breach of Service Pricing and/or Terms and Conditions, any request for estimate of Service charges, Services reservation or purchase of Services, shall not exceed the total amount of charges collected from you for the individual service performed giving rise to your claim or cause of action. In no event shall ArcBest be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.

G. You agree that ArcBest performing as a broker is not liable for any commodity loss and/or damage. Moreover, each commodity shipment has commodity liability limitations applicable to it. The Service Provider’s commodity liability limitations are set forth in applicable tariffs or other contractual documents. The applicable commodity liability limitations are generally below the commodities actual value and are either a per pound per loss/damaged piece or per trailer maximum limits. It is your responsibility to ensure that commodity liability limits meet your needs. If such commodity liability limitations do not meet your needs, it is your obligation to request excess liability limits from ArcBest prior to your provided quote or Services performed.

H. The filing of a commodity claim for loss and/or damage does not relieve you from the payment of freight charges. You cannot offset commodity or other Service charges owed to ArcBest against claims for commodity loss, damage, mis-delivery, non-delivery or for any other reason.

I. In addition to any and all other limitations of liability herein, ArcBest and Service Providers 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, delays, or arising from any claims filed hereunder for Services, Service failures, or any other acts or omissions of ArcBest or Service Providers, whether or not foreseeable or disclosed. No breach of or deviation from Services, whether material or immaterial, will extend ArcBest, its affiliates or any Service Providers liability beyond the limitations specified herein.

J. You are required to use an ArcBest generated bill of lading. You may lose all discounts and will be subject to a reprocessing fee of up to $50.00 if any of the following occur: i) Bill of lading is not signed by you or your agent; ii) Unauthorized use or alteration of the ArcBest provided bill of lading; iii) Shipments tendered to any Service Provider other than the Service Provider designated by ArcBest; or iv) Shipments tendered with any bill of lading not issued by ArcBest. When a non-ArcBest bill of lading is utilized for a shipment, such bill of lading shall only serve as a receipt for the shipment and only the terms and conditions contained in the applicable ArcBest bill of lading will apply to the shipment.

K. You shall indemnify, defend and hold harmless ArcBest and Service Providers from and against any and all claims and causes of action by any third party from liabilities, damages, fines, penalties, expenses and costs, including attorneys' fees and litigation costs, which arise out of or in connection with: (i) Your duties and obligations herein or in Service Pricing; (ii) As a result of any governmental investigation, proceeding or administrative hearing; (iii) Any issue of safety, product liability or the nature, use or performance of your products, services or business operations; (iv) Your failure to pay any or all amounts owed to third parties or any claims raised by third parties against ArcBest arising from Services performed for you including claims for commodity charges and commodity loss and/or damage; (v) Your use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials; and/or (vi) Your breach of any agreement between you and a third-party. ArcBest shall at all times have the right to fully participate in such defense at its own expense. ArcBest shall not be obligated to participate in any settlement which it reasonably believes would have an adverse effect on its business.

L. You warrant and represent that you are in compliance with all laws, regulations and requirements applicable to your business and performance hereunder. You are responsible for complying with all applicable export and import laws and regulations. In the event of a judicial or administrative determination that you have failed to comply with any applicable law, regulation or requirement, you agree to pay expenses, including attorneys' fees, litigation costs, fines and penalties, incurred by ArcBest or Service Providers directly related to your failure to comply with such laws, regulations or requirements.

M. You and Service Providers, including their employees, agents, servants, subcontractors, leased or temporary employees and independent contractors are non-agent independent contractors and not employees, agents, servants, subcontractors, partners, dependent contractors or a joint venture participant of or with ArcBest.

N. In the event ArcBest or Service Providers are unable to perform, manage or arrange Services, including Guaranteed Service, as required hereunder as a result of acts of God, war, insurrection, public enemy, labor dispute, strike, terrorism, intervention of any government authority, laws or regulations, weather, traffic, road conditions, virus, pandemic or any other similar force majeure event, Services shall be suspended for the duration of such period. If ArcBest or Service Providers are unable to perform as a result of a force majeure condition, your sole remedy is to immediately terminate Services by providing written notice to ArcBest as provided herein, provided that you are still liable for payment of all charges incurred through the date of termination and all charges incurred by ArcBest in returning commodities or completing Services started prior to your optioning termination.

O. Services will be performed as provided in your Service Pricing and its addenda, appendices, schedules, and exhibits thereto and all references therein, the Terms and Conditions, this Tariff, and the applicable ArcBest bill of lading, if applicable to Services. Specific Services agreed upon are outlined in the Service Pricing. In the event any of the provisions in the Service Pricing, Terms and Conditions, this Tariff and/or the applicable ArcBest bill of lading are determined to be invalid or unenforceable, no other provisions shall be affected and the unaffected terms shall remain valid and enforceable as written. The Service Pricing, Terms and Conditions, this Tariff or those set forth in the applicable ArcBest bill of lading can only be amended in writing by ArcBest issuing new Service Pricing to you indicating any such amendments. The Service Pricing, Terms and Conditions, this Tariff and the applicable ArcBest bill of lading will survive any termination of Services which are arranged, managed or performed prior to termination if brought within the applicable statutes of limitation periods.

P. The Service Pricing, Terms and Conditions, this Tariff and the applicable ArcBest bill of lading shall be governed and interpreted in accordance with federal laws and regulations. Where federal laws, regulations and preemption are inapplicable and state law governs, the Service Pricing, Terms and Conditions, this Tariff and the applicable ArcBest bill of lading shall be governed by and interpreted in accordance with the laws of the State of Arkansas, United States but excluding any conflict of law provision that would require application of another choice of law. Venue for any disputes arising hereunder will be in a state or federal court in Sebastian County, the State of Arkansas, United States.

Q. ArcBest reserves the right to modify or change Terms and Conditions, this Tariff and the applicable ArcBest bill of lading at any time and such changes will become effective when published. However, terms and conditions that were effective when the shipment is picked up and/or when Services are provided shall control and govern such Services.

3. **Supply Chain Optimization –** ArcBest performs Supply Chain Optimization service as a freight forwarder. Supply Chain Optimization primarily consists of planning and execution of logistics services through a vendor consolidation or pool distribution program, often accompanied by network redesign. The execution of these services often requires the use of more than one mode of transportation and cross-dock services. Moreover, Supply Chain Optimization service is flexible to accommodate your business rules and supply chain requirements.

ArcBest and Service Providers' aggregate liability for commodity loss and/or damage caused by them in performing Supply Chain Optimization service for you will be as set forth in your Service Pricing issued by ArcBest. When a Service Pricing does not indicate the applicable liability for commodity loss and/or damage, ArcBest's and Service Providers' aggregate commodity liability will be the lesser of:

A. The actual value of the commodity;
B. $2.00 per pound per lost or damaged package;
C. $0.10 per pound per lost or damaged package for any commodities that are not new;
D. No coverage for shipments from, to or in any point in Mexico; or
E. $100,000 per trailer.

Commodities that are not new shall include, but are not limited to, used, refurbished, trade show displays, other displays, returns and remanufactured commodities.

For the Supply Chain Optimization service, you acknowledge that ArcBest's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase from ArcBest excess liability coverage which is available upon request but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of

lading. Excess liability coverage is only available when it is requested, documented and approved at the time ArcBest provides a Service quote to you. The maximum excess liability is $150,000 per trailer, for a total of $250,000 when added to the initial maximum coverage. ArcBest reserves the right to refuse a shipment when a commodity or commodities on any shipment it deems to be an unacceptable risk or for any other reason.

4. **Product Launch –** ArcBest performs the Product Launch service as a freight forwarder. Product Launch is a service that typically encompasses multiple modes of transportation, but on occasion single modes that you have requested management of, and for the execution of a project that has a definitive start and end date. These services typically require you to follow a load plan for proper completion of the project. Offered pricing is dependent upon the compliance of such load plan. If adherence to a specifically designed load plan is required but you do not comply with the plan, then, penalties, fees or adjustments may be charged in addition to the initial offered price.

ArcBest and Service Providers' aggregate liability for commodity loss and/or damage caused by them in performing Product Launch service for you will be as set forth in your Service Pricing issued by ArcBest. When a Service Pricing document does not indicate applicable liability for commodity loss and/or damage, ArcBest's and Service Providers' aggregate commodity liability will be the lesser of:

F. The actual value of the commodity;
G. $1.00 per pound per lost or damaged package;
H. $0.10 per pound per lost or damaged package for any commodities that are not new;
I. No coverage for shipments from, to or in any point in Mexico; or
J. $25,000 per trailer.

Commodities that are not new shall include, but not limited to, used, refurbished, trade show displays, other displays, returns and remanufactured commodities.

For the Product Launch service, you acknowledge that ArcBest's liability is limited in consideration of a lower rate than would otherwise be applicable. You may purchase from ArcBest excess liability coverage which is available upon request but such request must occur prior to the shipment pickup and/or Services performed and must be included on the ArcBest issued Service Pricing and bill of lading. Excess liability coverage is only available when it is requested, documented and approved at the time ArcBest provides a Service quote to you. The maximum excess liability is $75,000 per trailer, for a total of $100,000 when added to the initial maximum coverage. ArcBest reserves the right to refuse a shipment when a commodity or commodities on any shipment it deems to be an unacceptable risk or for any other reason.

5. **Managed Transportation –** Managed Transportation is a service in which ArcBest arranges and/or manages your logistics needs, in whole or part, as provided in the Service Pricing which follows your business rules, and may offer additional management services including, but not limited to, planning, execution, carrier management, software platform access, reporting, freight bill auditing and payment services. In certain occasions, ArcBest will negotiate rates with Service Providers on behalf of you. However, you may also choose to negotiate with the Service Provider rates and/or charges for ArcBest to use on your behalf. Unless otherwise provided in your Service Pricing, when Managed Transportation is arranged and managed by ArcBest for you, you are solely responsible to pay for these services performed by ArcBest and performing Service Providers.

6. **LTL Brokerage –** LTLB service involves freight moving from and to a business located in a commercial area where both the pickup and/or delivery can be performed at a trailer height loading dock with no specialized equipment required from the carrier. Pickup and/or delivery service is to be performed by only one person during carrier's normal business hours, without prior arrangement or notice, and should not exceed thirty minutes per pickup or delivery. LTL services does not include sorting, segregating, consolidating, deconsolidating, restacking or restructuring any portion of the shipment, appointment delivery, lift gate services, limited access, inside deliveries, reweighs, reclassification, or various other accessorial services and you will incur additional charges to the LTLB charge for these and other necessary services. LTLB service provides you with access to rates negotiated by ArcBest with LTL Service Providers. ArcBest is the intermediary between you and the Service Provider providing access to rates to execute transactional business through multiple channels, including, but not limited to online portals, phone and email.

LTLB rates are based on the origin and destination zip codes, distance, shipping weight (including all packaging materials, crating and/or pallets), size, and commodity freight class as determined by the National Motor Freight Classification 100 Series (NMFC), which are based on the actual description, size, and weight of the shipment. You are responsible for providing accurate information for LTL service. ArcBest reserves the right to amend or adjust the original quoted amount or re-invoice the customer if the original quoted amount was based upon incorrect or incomplete information received at the time of the original quote, and if additional services by the carrier were required or necessary to perform the shipment pickup, transportation and delivery. You are responsible for all actual line haul and accessorial charges required and necessary to transport your shipment.

When receiving LTLB services, the applicable LTL Service Provider's rules circular and/or tariff is applicable to your shipment.

ArcBest shall have no cargo liability for loss and/or damage when providing LTLB services. The LTL Service Providers who arrange, manage, and/or perform services are solely liable to you for loss and/or damage to cargo.

7. **Professional Services –** Professional Services occur when ArcBest provides consulting services to you. As between you and ArcBest, you shall be the sole owner of all rights in and to information developed and produced by ArcBest on your behalf, provided you have paid all invoices due and owing to ArcBest. Notwithstanding any provision herein, you understand and agree that you do not acquire the rights in any previously created or proprietary ArcBest intellectual property, third party materials, subscriptions or any services, including, without limitation, stock photos, licensed materials, software services or talent, and talent residuals, and such materials may be subject to any terms and conditions set forth in any applicable agreement which ArcBest has entered into with any third party.

8. **Professional and Managed Transportation Services –** When ArcBest provides Professional Services and/or Managed Transportation to you the following additional provisions shall apply:

A. ArcBest retains all of its rights, title and interest in and to, including, without limitation, the unlimited right to use: (i) all materials owned by or licensed to ArcBest prior to, or independent from, the performance of Professional or Managed Transportation Services, and all modifications thereof; and (ii) all generic or proprietary information, and all ideas, methodologies, software, subscriptions, applications, processes or procedures used, created or developed by ArcBest or Service Providers in the general conduct of their business.

B. You shall be responsible for: (i) the accuracy and completeness of information and materials concerning your organization, products, services and your competitors' products and services, whether provided to ArcBest by you or by a third party on your behalf; (ii) any ideas or directions, whether provided to ArcBest by you or by a third party on your behalf; (iii) rights, licenses and permissions to use materials furnished to ArcBest by you or by a third-party on your behalf; (iv) compliance with all laws and regulations applicable to your business, including, but not limited to, all securities laws and regulations; and (v) the content of any press releases or other disseminated statements, information or materials approved by you.

9. **Transportation Management Software System** – TMS is a cloud based software subscription service, and you understand and agree to the terms and conditions contained herein. When TMS is utilized to execute and provide Services or you subscribe to TMS, the following provisions are applicable to the use of TMS:

A. You are not paying for, and do not receive a license to use TMS or any ownership of TMS or receive any interest or title in TMS intellectual property. Instead, you are paying a fee to receive a subscription service which entails access to and use of TMS. You agree that TMS use shall be for transportation management of your own enterprise and you will not provide transportation management services to third parties through use of TMS. You understand and agree that ArcBest grants to you a limited, non-exclusive, non-transferable and revocable subscription to TMS, at ArcBest's discretion.

B. You understand and agree that it is your obligation to have an appropriate, fully functioning Operating System, Internet Browser, and sufficient network/internet access and that you accept the risk of any malfunction of your computer hardware, software, internet connection, Operating System or Internet Browser needed to access and use TMS. You are solely responsible for all of your equipment, software and any other costs that are incurred with regard to participating in and accessing TMS.

C. Any registration, information, computer information or other information you provide to ArcBest as to TMS, or uploads into TMS program, shall not: (i) Be false, inaccurate or misleading; (ii) Be obscene or indecent; (iii) Tamper in any way with the software or functionality of TMS or the online site used to conduct TMS; (iv) place or allow any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming that may damage, interfere with, or intercept any system data or information on TMS; (v) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, and shall be your sole property; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (vii) create liability for ArcBest or Service Providers, or cause loss or damage, in whole or part, to TMS. You shall indemnify, defend and hold harmless ArcBest and Service Providers from all liabilities and damages, including attorneys' fees and litigation costs, if it is alleged or you contribute to any of the foregoing events.

D. ArcBest and/or the TMS Service Provider own all content and all intellectual property rights in TMS, including, without limitation, all specifications, formulas, data files, program codes, source codes, object codes, information, documents, logos, designs, graphics and other materials contained therein, and their development, arrangement and implementation. TMS is protected by federal and international patents, copyright and trademark laws and other intellectual property laws or rights. You may not copy, reprint or display, frame, mirror, link to or from, republish, redistribute, transmit, modify or otherwise use, transfer or exploit, any part thereof, without ArcBest's prior written consent. In addition, you agree not to modify, create derivative work, reproduce, decompile, disassemble or otherwise reverse engineer any software or materials you obtain from TMS.

E. ArcBest and/or the TMS Service Provider retain title, all intellectual property and proprietary rights, including, without limitation, patent, copyright, trademark and trade secret right s, and all other rights in and to TMS and all information, resources, portals, content, tools, services, solutions and other features accessible thereon, all business methods and processes, and all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except for TMS access and usage privileges that ArcBest specifically grants to you for your TMS subscription, which such use is subject to these terms and conditions and those contained in the applicable Service Pricing, along with any third party user or other agreements applicable to TMS, nothing shall be deemed to grant you any right, title, ownership, interest, license or any other intellectual property rights in or to any of the foregoing.

F. You acknowledge that both scheduled and nonscheduled downtimes and system maintenance will occur and in the event that TMS service is interrupted, stopped, canceled, or otherwise experiencing downtime or lag time due to a failure or malfunction of the TMS service computer system, software program, electrical system or other causes, you agree that ArcBest and the TMS Service Provider will not be responsible or liable in any way for any claims, liabilities, damages, costs, expenses, losses or other damages that may arise out of or related to such occurrences. If you are dissatisfied with any aspect of ArcBest's TMS, your sole and exclusive remedy is to immediately terminate the Services and any applicable Service Pricing in accordance with the applicable termination provisions.

G. You agree to keep your User ID and password confidential. You agree to notify ArcBest immediately if your User ID or password is lost or stolen or if you believe a non-authorized individual or any third party has compromised your User ID or password. If you provide your User ID or password to someone else, you are authorizing that person to act on your behalf. ArcBest will not be responsible for any liabilities, damages or costs caused by the unauthorized use of your account. You are responsible for all activities that occur under your account and password and any claims, causes of action, liabilities, damages, losses, expense and costs, including attorneys' fees and litigation costs, arising from your use or someone else's authorize use of your User ID or password. ArcBest reserves the right to monitor your use of TMS or any Services to ensure your compliance with these Terms and Conditions and Service Pricing.

H. Neither ArcBest nor Service Providers make any representation or warranty that: (a) TMS service will meet your expectations or requirements; or (b) TMS service will be uninterrupted or error-free. Any material downloaded or otherwise obtained through the use of TMS is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. ArcBest arranges or provides TMS as is and no advice or information, whether oral or written, obtained by you from ArcBest or through software services will create any express or implied warranties, including the IMPLIED WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULER PURPOSES.

I. ArcBest's goal is to continuously upgrade and improve TMS for you. ArcBest reserves the right to modify and/or change the technology platform as it deems necessary. In the event of such a change, ArcBest will attempt to provide notice to you and will work to minimize any service disruptions. If you experience any significant service disruptions as a result of such a change, you should promptly contact ArcBest.

J. When TMS is utilized to execute and provide Services or you use TMS through a subscription service, additional terms and conditions between ArcBest and third party providers may apply to such Services.

ARCBEST WEBSITE

By using the ArcBest websites or requesting services from ArcBest you agree to the Website Terms of Use located at: http://www.arcb.com/terms-of-use/ and consent to our use of the data we collect and the information you provide to ArcBest as detailed in the ArcBest Privacy Policy: http://www.arcb.com/privacy-policy/

Return to TOC

APPENDICES

APPENDIX 1 – 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
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 ▼

Shipper Name

Origin Street Address

Origin City | State | Zip Code

Phone Number(s)

SHIP TO ▼

For *Collect On Delivery* shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

Consignee Name

Destination Street Address

Destination City | State | Zip Code

☐ Check box, if delivery appointment required. Consignee telephone ▶

BILL CHARGES TO ▼

Name

Street Address

City | State | Zip Code

Phone Number(s) | Attn:

Special Instructions

C.O.D. ▼

☐ Collect On Delivery $ — To be paid by — Shipper ☐ Consignee ☐

Remit to

Street Address

City | State | Zip Code

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)

HDLG UNITS NO./TYPE	PACKAGES NO./TYPE	* HM	Kind of Package, Description or Articles, Special Marks and Exceptions *(subject to correction)*	WEIGHT/ *(Subj. to Correction)*	CLASS/RATE REF. *(For Info. Only)*	CUBE *(Optional)*

TOTAL HANDLING PIECES:	INDIVIDUAL PIECES:	WEIGHT:	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, ReloCube or other moving container. When services are available from or to a point in Mexico, ArcBest, carriers and service providers shall not be liable for cargo loss or damage which occurs in Mexico during the shipment or services provided. Optional excess liability coverage at an additional expense is available when requested but must have been requested and included in the price quote and notated in the body of this bill of lading or in the body of the bill of lading if published pricing is applicable to the shipment. Excess liability coverage may be requested by calling prior to shipment pickup or per the instructions stated in ArcBest tariff ARC-111 Series which is available on request to ArcBest or at www.arcb.com. Shipper understands that there is an additional charge for excess liability coverage and that entering a Customs declared value on this bill of lading is NOT a request for excess liability coverage. The parties acknowledge and agree that liability is limited in consideration of a lower rate than would otherwise be applicable. ArcBest, carriers and service providers shall not be liable 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.

ArcBest arranges and/or performs transportation services under this bill of lading as a licensed Freight Forwarder and independent contractor to you. Carriers and service providers performing services for you under this bill of lading are non-agent independent contractors to both ArcBest and you. Cargo has been received in apparent good order, except as noted (contents and packaging condition of contents unknown), marked, consigned, and destined as shown above, which ArcBest agrees to arrange for you to be carried to destination by a carrier and/or provide other requested or necessary services through service providers. The property described above shall be subject to all conditions not prohibited by law which are consistent with the terms and conditions in this bill of lading and ArcBest tariff ARC-111 Series, and all such documents are incorporated herein by reference and are agreed to and accepted by shipper, consignee and third party payor, and their agents and permitted assigns.

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.

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 charges from the consignor, consignee, third party payor or ArcBest.

Notify if problem en route or delivery (for informational purposes only):

Name | Tel. No. | Fax No.

NOTE (1) **Cargo Liability Limitations** for loss or damage are applicable on this shipment. See 49 U.S.C. 14706(c)(1)(A)&(B) and ArcBest tariff ARC 111 is available at www.arcb.com or from the ArcBest Publications Dept.

NOTE (2) **Excess Cargo Liability Coverage** – Where the rate is dependent on value, shipper is required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding $_____ per _____."

NOTE (3) **Customs Declared Value** – The Custom Declared Value is $_____.

NOTE (4) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.

SHIPPER

AUTHORIZED SIGNATURE (REQUIRED)

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.

TRAILER NUMBER | SHIPPER LOAD & COUNT (SLC) ☐

CARRIER

PER | DATE

Driver signature only acknowledges receipt of freight.

APPENDIX 1 – ArcBest Straight Bill of Lading (cont.)

PAGE_____OF _____

ArcBest STRAIGHT BILL OF LADING TERMS AND CONDITIONS

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.

Return to TOC

APPENDIX 2 – ArcBest Trade Show Bill of Lading

TRADE SHOW BILL OF LADING/ORIGINAL/NOT NEGOTIABLE

ArcBest
TRADE SHOW SERVICES
P.O. BOX 10048
FORT SMITH, AR 72917-0048
800.654.7019
or visit www.arcb.com

AFTER PRINTING,
PLACE PRO LABEL HERE
SHIPPER RETAINS THIS COPY

PAGE _____ OF _____

Shipper's Bill of Lading No.

Consignee's Reference/PO No.

Bill of Lading Date

PRESS FIRMLY WHEN WRITING

SHIP FROM ▼ **SHIPPER: COMPLETE BLOCKS 1-8** **▼ SHIP TO**

From: Shipper Name (Exhibitor) 1			To: Consignee Name (Exhibitor) 2		
c/o (Contractor/Decorator)			c/o (Contractor/Decorator)		
Origin Street Address			Destination Street Address		
Origin City	State	Zip Code	Destination City	State	Zip Code
Phone Number(s)	Move-Out Date/Time		Phone Number(s)		
Show Name	Booth Number		Show name	Booth Number	

BILL CHARGES TO ▼

Company (must be filled in) 3			4 If going to show, check one: ☐ Advance Warehouse, deliver by: _____ ☐ Show site, target/move-in date/time: _____ Driver Check-In Time: Open: Close:
Address			
City	State	Zip Code	◀ NOTICE ▶ Freight charges cannot be billed to convention centers or show sites.
Attention			5 Freight Charges Are: ☐ Prepaid ☐ Collect
Phone Number(s)			6 Special Instructions/Quote ID

7

HDLG. UNITS NO. TYPE	PACKAGES NO. TYPE	*HAZ MAT.	DESCRIPTION	WEIGHT LBS. (Subj. to Correction)	CLASS/RATE REF. (For Info. Only)	CUBE FT. (Optional)

*Mark "X" to designate Hazardous Materials as defined in DOT regulations.

FOR FREIGHT COLLECT SHIPMENTS (Subject to Section 7 on page two): If this shipment is to be delivered to the consignee, without recourse on the consignor, 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 of Consignor)

NOTE (1) **Cargo Liability Limitations** for loss or damage are applicable on this shipment. See 49 U.S.C. 14706(c)(1)(A)and(B) and ArcBest tariff ARC 111. ArcBest tariff ARC 111 is available at www.arcb.com or from the ArcBest Publications Dept.

NOTE (2) **Excess Cargo Liability Coverage** – Where the rate is dependent on value, shipper is required to declare value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding $_____ per _____."

NOTE (3) **Customs Declared Value** – The Customs declared value is $_____.

NOTE (4) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.

Unless greater cargo liability coverage is provided or referenced in ArcBest tariff ARC 111 for Tradeshow shipments, 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, ReloCube or other moving container. When services are available from or to a point in Mexico, ArcBest, carriers and service providers shall not be liable for cargo loss or damage which occurs in Mexico during the shipment or services provided. Optional excess liability coverage at an additional expense is available when requested but must have been requested and included in the price quote and notated in the body of this bill of lading or in the body of the bill of lading if published pricing is applicable to the shipment. Excess liability coverage can be requested by calling prior to the shipment or per the instructions stated in ArcBest tariff ARC 111 series which is available on request to ArcBest or at www.arcb.com. Shipper understands that there is an additional charge for excess liability coverage and that entering a Customs declared value on this bill of lading is NOT a request for excess liability coverage. The parties acknowledge and agree that liability is limited in consideration of a lower rate than would otherwise be applicable. 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.

ArcBest performs and/or arranges transportation services under this bill of lading as a licensed Freight Forwarder and independent contractor to you. Carriers and service providers performing services for you under this bill of lading are non-agent independent contractors to both ArcBest and you. Cargo has been received in apparent good order, except as noted (contents and packaging condition of contents unknown), marked, consigned, and destined as shown above, which ArcBest agrees to arrange for you to be carried to destination by a carrier and/or provide other requested or necessary services through service providers. The property described above shall be subject to all conditions not prohibited by law which are consistent with the terms and conditions in this bill of lading and ArcBest tariff ARC-111 Series, and all such documents are incorporated herein by reference and are agreed to and accepted by shipper, consignee and third party payor and their agents and permitted assigns.

Every service to be arranged and performed hereunder shall be subject to the price, rules, terms and conditions contained in the applicable price quote or published pricing, as applicable, and as referenced above by specific and unique price quote or 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.

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 charges from the consignor, consignee, third party payor or ArcBest.

Notify if problem en route or at delivery _____ (for informational purposes only)
Name Phone # Cell Phone # Fax #

SEE RULES FOR CARGO LIABILITY LIMITATIONS AND FOR ADDITIONAL CARGO COVERAGE AVAILABLE AT ADDITIONAL EXPENSE (www.arcb.com).

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 of the shipment 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.

Exhibitor/Company Name 8	Cell Phone #	Carrier		
Signature (Required)	Print Name	Driver (Driver signature only acknowledges receipt of freight)	Date	Pieces Received

Page 2 – Bill of Lading Terms and Conditions • Page 3 – Exhibit Material Labels

This form is also available at www.arcb.com

Return to TOC

APPENDIX 2 – ArcBest Trade Show Bill of Lading (cont.)

ArcBest STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Sec. 1.(a) ArcBest, carriers or service providers in possession of any of the property described in this bill of lading should become loss or damaged shall be liable as provided herein unless a greater cargo liability is indicated in ArcBest tariff ARC 111 for the services performed by you. ArcBest, carriers and service providers shall not be liable, and hereby disclaims 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, 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.

Return to TOC

APPENDIX 2 – ArcBest Trade Show Bill of Lading (cont.)

EXHIBIT MATERIAL

ArcBest

From: _____

_____

To: _____

_____

Booth #_____ Show _____

Piece #_____ of _____ total pieces Pro Label # _____

ArcBest

EXHIBIT MATERIAL

ArcBest

From: _____

_____

To: _____

_____

Booth #_____ Show _____

Piece #_____ of _____ total pieces Pro Label # _____

ArcBest

Return to TOC

APPENDIX 3 – ArcBest Time-Critical 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
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	*For **Collect On Delivery** shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.* Consignee Name
Origin Street Address	Destination Street Address
Origin City / State / Zip Code	Destination City / State / Zip Code
Phone Number(s)	Contact Name and Number ▶
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: _____

ArcBest **Time Critical**

Quote ID# (If Applicable):

Contact Name/Phone Number/Email:

Date: ☐ By ☐ On ☐ Between

Time: ☐ By ☐ Between

HDLG UNITS NO./TYPE	PACKAGES NO./TYPE	* HM	Kind of Package, Description or Articles, Special Marks and Exceptions *(subject to correction)*	WEIGHT/ *(Subj. to Correction)*	CLASS/RATE REF. *(For Info. Only)*	CUBE *(Optional)*

TOTAL HANDLING PIECES:	INDIVIDUAL PIECES:	WEIGHT:	CUBE:

* Mark "X" to designate Hazardous Materials as defined in DOT regulations.

Unless provided otherwise in ArcBest tariff ARC 111 for Time Critical shipments, 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) the released value provided in the National Motor Carrier Classification 100 Series, (3) $0.50 ($0.10 other than new) per pound per lost or damaged package, or (4) $10,000 per trailer. When services are available from or to a point in Mexico, ArcBest, carriers and service providers shall not be liable for cargo loss or damage which occurs in Mexico during the shipment or services provided. Optional excess liability coverage at an additional expense is available when requested but must have been requested and included in the price quote and notated in the body of this bill of lading or in the body of the bill of lading if published pricing is applicable to the shipment. Excess liability coverage can be requested by calling prior to the shipment or per the instructions stated in ArcBest tariff ARC 111 series which is available on request to ArcBest or at www.arcb.com. Shipper understands that there is an additional charge for excess liability coverage and that entering a Customs declared value on this bill of lading is NOT a request for excess liability coverage. The parties acknowledge and agree that liability is limited in consideration of a lower rate than would otherwise be applicable. 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.

ArcBest performs and/or arranges transportation services under this bill of lading as a licensed Freight Forwarder and independent contractor to you. Carriers and service providers performing services for you under this bill of lading are non-agent independent contractors to both ArcBest and you. Cargo has been received in apparent good order, except as noted (contents and packaging condition of contents unknown), marked, consigned, and destined as shown above, which ArcBest agrees to arrange for you to be carried to destination by a carrier and/or provide other requested or necessary services through service providers. The property described above shall be subject to all conditions not prohibited by law which are consistent with the terms and conditions in this bill of lading and ArcBest tariff ARC 111 Series, and all such documents are incorporated herein by reference and are agreed to and accepted by shipper, consignee and third party payor, and their agents and permitted assigns.

Every service to be arranged and performed hereunder shall be subject to the price, rules, terms and conditions contained in the applicable price quote or published pricing, as applicable, and as referenced above by specific and unique price quote or 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.

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 charges from the consignor, consignee, third party payor or ArcBest.

Notify if problem en route or delivery (for informational purposes only):

_____
Name / Tel. No. / Fax No.

NOTE (1) **Cargo Liability Limitation** for loss or damage on this shipment are applicable. See 49 U.S.C. 14706(c)(A)and(B) and ArcBest tariff ARC 111. ArcBest tariff ARC 111 is available at www.arcb.com or from the ArcBest Publications Dept., P.O. Box 10048, Fort Smith, AR 72917-0048.

NOTE (2) **Excess Cargo Liability Coverage** – Where the rate is dependent on value, shipper is required to declare value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding $_____ per_____."

NOTE (3) **Customs Declared Value** – The Customs declared value is $_____.

NOTE (4) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.

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) The 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 limitations and charges contained in ArcBest tariff ARC 111 and this document.

TRAILER NUMBER	SHIPPER LOAD & COUNT (SLC) ☐
CARRIER	
SHIPPER	PER / DATE
AUTHORIZED SIGNATURE (REQUIRED)	Driver signature only acknowledges receipt of freight.

Return to TOC

APPENDIX 4 – ArcBest Air Expedite Accessorial Schedule

General Charges	Minimum	Pricing	Rate Type	Conditions
Appointment (specific time)		$20.00	per appointment	Plus applicable time-related Cartage Special (see below)
COD	25.00	1%	per shipment	
Copies Of Documents		$3.00	per copy	Per Hawb, BOL, or POD
Declared Value	$15.00	$0.55	per $100	For the portion of the Declared Value that exceeds the Released Value of $0.50 per pound or $50.00, whichever is greater
Guaranteed Delivery		25%	per Shipment	Minimum surcharge or 25% will be assest
Hazardous Materials		$50.00	per unit	
Insurance	$25.00	$0.75	per $100	If insured value is over $50,000, call for quote
Over-the-Counter Surcharge		$30.00	per shipment	For each airline
Oversize Surcharge (airfreight only)		CFQ	per shipment	Minimum surcharge of 30% of the applicable tariff may apply for freight that is oversize or requires cargo lift. Oversize freight is defined as a single piece with any dimension over 46" or weighing over 250 lbs
Reconsignment Fee		$35.00	per shipment	Plus actual charges incurred
Security Oversight and Admin	$10.00	$0.05	per pound	
Shippers Export Declaration		$25.00	per shipment	
Storage		CFQ		
Supersize Surcharge		CFQ		Any single piece with a dimension over 120 inches or total dims of 180 inchs
Temp Control		CFQ		
Unknown Shipper		$0.20	per pound	Shipper Status is unknown. Waive for ground line hauls
Pickup Charges	**Minimum**	**Pricing**	**Rate Type**	**Conditions**
Attempt	$20.00		per attempt	Plus actual charges incurred
Convention/Exhibition		$25.00	per shipment	
Inside Pickup	$20.00	$0.03	per pound	
Labor		$20.00	per shipment	Plus actual charges incurred
Liftgate Truck		$50.00	per shipment	
Non-standard Location	15.00	$0.02	per shipment	Maximum $75
Pallet Jack		$20.00	per shipment	
Two Man	$60.00	$30.00	per 1 hour	
Wait Time		$15.00	per 1/4 hour	First 30 min free (for regular pickup) – First two hours free for TL pickups
Beyond Charges		$2.35		Charges incur if shipper location is 50 miles from major airport
Delivery Charges	**Minimum**	**Pricing**	**Rate Type**	**Conditions**
Attempt	$20.00		per attempt	Plus actual charges incurred
Convention/Exhibition		$25.00	per shipment	
Inside Delivery	$20.00	$0.03	per pound	Plus actual charges incurred
Labor		$20.00	per shipment	
Liftgate Truck		$50.00	per shipment	
Non-standard Location	15.00	$0.02	per shipment	Maximum $75
Non-standard Location		$25.00	per shipment	Military/school/hospital/church
Pallet Jack		$20.00	per shipment	
Residential Delivery	$2.000	$0.03	per pound	Maximum $75
Wait Time		$15.00	per 1/4 hour	First 30 min free (for regular delivery) – First two hours free for TL deliveries
Two Man	$120.00	$15.00	per ¼ hour	Two hour minimum
Beyond Charges		$2.35	per mile	Charges incur if delivery location is 50 miles from major airport

Return to TOC

Cartage Specials				
Ring	**Business Hours**	**After Hours**	**Saturday**	**Sunday**
A	$45.00	$65.00	$100.00	$175.00
B	$55.00	$75.00	$100.00	$175.00
C	$65.00	$85.00	$100.00	$175.00
D	$75.00	$100.00	CFQ	CFQ
E	$95.00	$120.00	CFQ	CFQ
F	$100.00	$130.00	CFQ	CFQ
G+	CFQ	CFQ	CFQ	CFQ

CFQ – Call for quote.