ArcBest U-Pack
ArcBest Integrated Solutions, Inc.

Tariff ARC 400 Series

Rules, terms, conditions, certain rates and charges for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities transported pursuant to 49 U.S.C. § 13102(12)(C) and 49 C.F.R. § 375.103 in trailers and containers between points in and between the United States, Canada, Alaska, Hawaii and Puerto Rico

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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, or www.upack.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:
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I. Introduction

A. Understandings:

ArcBest Integrated Solutions, Inc. ("ArcBest") is a property broker under the United States Department of Transportation Number 3000394. ArcBest arranges for the transportation of personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodity shipments pursuant to 49 U.S.C. §13102(12)(C) or 49 C.F.R. § 375.103.

This tariff ArcBest ARC 400 series ("Tariff") governs and controls services ArcBest provides and/or arranges pursuant to 49 U.S.C. § 13102(12)(C) or 49 C.F.R. § 375.103 and is part of each agreement that ArcBest enters into with you. By accepting U-Pack services through ArcBest, you agree to be subject to the charges, terms and conditions contained in this Tariff. If there is a conflict or dispute between this Tariff and the confirmation agreement, then, the confirmation agreement shall govern and prevail on such conflict or dispute.

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 or www.upack.com. Copies of this Tariff, specific provisions of it or subscriptions to it shall be provided upon request to any requesting person upon payment of required costs.

ArcBest reserves the right to modify or change this Tariff at any time and any such changes will become effective when issued as part of this Tariff.

ArcBest reserves the right to refuse any shipment based on its condition, packaging, likelihood to damage or delay other freight or household goods, its difficulty in loading or stowage, its likelihood to suffer damage or loss, or for any other reason.

Please Note: Estimates of charges are furnished as a convenience to you and represents an approximation of charges. All charges on a shipment will be based on actual commodities tendered to ArcBest and/or service providers, shipment characteristics, such as weight and/or length of trailer used, and the services required to perform the shipment.

B. Definitions:

1. Boat means a motorized or non-motorized property to be operated in or on water.

2. Bill of lading or BOL means the non-negotiable, ArcBest bill of lading available or provided shipping document or digital document image, through which ArcBest accepts a shipment and arranges transportation. The applicable ArcBest bill of lading constitutes a legal document of record for each shipment.

3. Business day means Monday through Friday, excluding weekend and holidays.

4. Carriage, transportation, transporting or transit mean movement of personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodities that include all applicable services arranged, performed or products offered by ArcBest or provided by service providers.

5. Freight terminal, terminal or service center means a facility at which personal effects, vehicles, boat, motorcycles and other commodity shipments are ordinarily kept pending linehaul, storage-in-transit occurs (if applicable) or pending unloading from the line haul.

6. Consignee means the business or person whose name appears on the bill of lading or other shipping document as to whom a shipment is to be delivered to by service providers.

7. Consignor or shipper means the business or person whose name appears on the bill of lading or other shipping document as to whom a shipment is to be picked up by a service provider.

8. Equipment means any provided tractor, trailer, ramp, bulkhead, ReloCube or any other equipment used to perform transportation services for you.

9. Less-than-truckload, pup or double trailers means a trailer 34 feet or less in length.

10. Motorcycle means a vehicle with two or three wheels which is powered by a motor and that can carry one or more individuals. A scooter, moped, trike, and other similar vehicles shall be considered a motorcycle herein.

11. Move Confirmation, Reservation Confirmation, confirmation agreement, price quote or rate quote means any document sent by ArcBest to you that includes or references (1) services to be performed, (2) the estimated or applicable pricing, and (3) certain terms and conditions applicable to you for service arranged by ArcBest to be performed for you.

12. Off-Road Vehicle means any motorized property not operated on a public roadway such as four wheelers, ATVs, snowmobiles, etc., but does not include a motorcycle.

13. Personal effects or household goods means property to be used or used in a dwelling, or property which is a part of the equipment or supply of a dwelling.

14. Personnel means ArcBest and its parent company, and their owner(s), officers, directors, employees, independent contractors, representatives, affiliates, agents, subsidiaries, assigns, any suppliers and/or service providers that ArcBest engages to arrange and/or perform services you have requested or which are necessary to perform your requested services.

15. Pickup means when a service provider picks up a trailer, ReloCube or other moving container from the shipper, whether loaded, partially loaded or unloaded.

16. ReloCube® is a registered trademark of ArcBest IP Holdings, LLC and is herein referred to as ReloCube. ReloCube or other provided moving container means a portable moving and storage container which is used by a carrier to transport or move commodities from one location to another location, including ocean containers.

17. Services means transportation, storage and other services or products offered by ArcBest but excludes labor service providers hired by you to pack, load and/or unload your personal effects and other commodities.

18. Service provider means the business, entity or person that perform services for your commodities hired by ArcBest.

19. Truck or tractor 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 property.

20. Terms or Tariff means this Tariff ArcBest ARC 400 series, Rules, terms, conditions, certain rates and charges for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities transported pursuant to 49 U.S.C. § 13102(12)(C) or 49 C.F.R 375.103 in trailers and containers between points in and between the United States, Canada, Alaska, Hawaii and Puerto Rico, including all addenda, appendices, schedules and/or exhibits thereto, and any other document incorporated or referenced therein.

21. 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 or service provider to transport or move personal effects, vehicles, boat(s) and/or other commodities from one location to another location.

22. Truckload trailer means a trailer greater than 34 feet in length.

23. Vehicle means any motorized property with four wheels which operates on a public roadway but does not include a motorcycle.

24. We, us, our, and the name ArcBest means ArcBest Integrated Solutions, Inc., an Arkansas corporation and its directors, officers and employees.

25. You, your, yours and customer refers to any individuals, companies and third-party payors requesting an estimate of services charges, reserving, purchasing and/or receiving services from or through ArcBest.

26. Zip zone, zip code prefix, three-digit zip code, etc., means the first three characters of the postal code (including the Canadian postal code, if applicable) assigned to a particular point. A zip code prefix assigned to a customer's physical location may be used for rate making purposes.

Please Note: As to the foregoing definitions, references to the singular include the plural and vice versa, e.g. service or services. Where appropriate, defined terms herein include lower and upper case letters, e.g., pricing quote or Pricing Quote.

II. General Service Rules, Provisions, Terms and Conditions

A. Abbreviations: Various words may be given shorthand definitions (indicated by inclusion within parentheses or in the Definitions section herein) within this Tariff.

B. General Rules:

1. <u>Service Scheduling</u>: Services typically should be scheduled at least five (5) business days in advance of a service date. All requested dates for service are subject to service availability. ArcBest will strive to meet requested dates for service, and in the event that service is unavailable on a requested date, ArcBest will strive to schedule the requested service on the next earliest date.

2. **Surveys, Estimates and Inventory:** Site-surveys are expensive, time consuming, and generally do not produce better assessments of your needs than alternatives. ArcBest uses a proprietary system to calculate shipment size and identify customers' requirements and provides non-binding estimates of service charges.

   ArcBest generally does not weigh personal effects or other commodities as we base our charges on space utilized in equipment (i.e., linear feet of trailer footage or exclusive use of containers). If you request your personal effects or other commodities to be weighed or weighing is required, ArcBest will arrange for weighing on a certified scale and provide you with tickets evidencing the weight for a charge as set forth in Appendix A hereto.

   ArcBest makes no representation or warranty of the accuracy or correctness of any survey/estimate of your shipment size or your service requirements.

3. **Trailer Use:** Except when you opt for exclusive use of trailer(s) and agree to pay the additional fee for such services, you will not be accorded the exclusive use of a trailer(s).

4. **Substituted Service:** ArcBest reserves the right to utilize substituted service or any other service providers in the performance of all or any portion of authorized or required services.

5. **Changes to Service Schedules or Requirements:** After you confirm a service reservation, you must notify us immediately of any changes in your service schedule(s) or requirements (e.g., types or amounts of service required, service date(s), time(s), location(s), etc). If ArcBest incurs additional charge(s) due to changes in service schedule(s) or requirements, you are responsible for payment of any such additional charges. You understand that ArcBest will attempt to honor requests to delay delivery shipments when requested to do so by you. However, ArcBest will bear no liability for its inability to delay delivery. At ArcBest's sole option, ArcBest will deliver the goods upon adequate representation that all service charges have been or will be paid in full.

6. **Cancellation of Service:** Cancellation of any service must be made by calling 800-240-7422. To be valid, your cancellation notice must be received by ArcBest before your scheduled service date(s) and should include your reservation number. If you cancel service(s) before a scheduled service date, a cancellation fee will be charged per Appendix A plus any charges incurred as a result of the cancellation.

7. **Equipment Held In Excess of Three Business Days:** In most cases, you will have three (3) business days each at the origin and destination to load or unload equipment. If equipment is held beyond three (3) business days, you will be charged a detention fee for each day the equipment is held after the three (3) day period – see Appendix A hereto for charge. If ArcBest and you have agreed to a live load and/or unload, additional fees will apply if you exceed the allotted time.

8. **Availability on Service Date(s):** You or a representative authorized by you must be available during the performance of all services to view performance and to sign service documents, or you must: (a) provide us with written authorization to access any premises and/or equipment involved with service, and (b) waive the requirement for signing service documents (authorization and waiver). If you do not sign an authorization and waiver but you request and accept services hereunder from ArcBest and service providers, your request and acceptance of services is your authorization for service providers to access any premises and/or equipment involved with the

service arranged by ArcBest for you. You shall indemnify, defend and hold harmless ArcBest, personnel and any service providers against any and all claims and resulting liabilities and damages, including attorneys' fees and any costs which may arise or which are caused by ArcBest's arrangement or a service provider or personnel accessing any premises and/or equipment to perform services for you.

If you are not ready for service when service providers arrive or unavailable during the performance of service and you have not provided us with an authorization and waiver, or if service otherwise cannot be performed, a market-based charge will apply for the time service providers have to wait for you to be ready/available for service or to be able to perform service. If you are not ready or available for service or service cannot be performed within a reasonable time, service providers will depart and a market-based charge will apply for all cost(s) which are incurred.

9. **Detention Fees:** If you are unable to take immediate delivery of your shipment, ArcBest will hold the shipment at the destination service center up to two (2) business days for free. Unless storage-in-transit is pre-arranged (see Storage-In-Transit section), subsequent days will be subject to detention fees at a per day rate. Appendix A attached hereto provides the minimum applicable detention fee, however, an increased detention fee may be applicable and shall be provided on the bill of lading or reservation confirmation. Your acceptance and/or signature on the bill of lading and/or reservation confirmation shall be deemed as your acceptance of the increased detention fee.

10. **Storage-In-Transit:** If you are unable to take immediate possession of your shipment, ArcBest may store the shipment at a service center at a cost specified in your confirmation agreement or otherwise indicated by ArcBest based on thirty (30) day increments, but subject to availability. Storage-In-Transit is provided in transportation equipment on an "as available basis." Notwithstanding the forgoing, shipments transported on trailers may be stored in-transit for no more than one hundred twenty (120) days. In the event disposition instructions are not received by ArcBest prior to the expiration of one hundred twenty (120) days, ArcBest will consider such shipment to be undeliverable and subject to the provisions herein concerning undeliverable shipments. Availability is affected by supply and demand for transportation equipment based on specific origin and destination, and time of year. Storage-In-Transit charges fluctuate depending on location, time of year, and/or by local economic conditions. Storage-in-Transit fees will not be prorated. You will not have access for the purpose of storing or removing your shipment or personal effects or other commodities from it on a self-service basis. Unless indicated otherwise in the confirmation agreement, Basic Service Coverage applies during storage-in-transit.

11. **Delay:** Neither ArcBest, personnel nor service providers will be liable to any extent or in any amount to anyone for loss or damage of any kind including, but not limited to, loss of market, loss of value, loss of use, or indirect, consequential, punitive, multiplied, incidental and/or any other indirect damages, expenses and/or costs caused by or resulting from any delay in providing or failure to perform service or any other acts or omissions by ArcBest, personnel or service providers.

12. **Respot or Redrop:** When equipment is tendered to you at origin and through no fault of ArcBest, such equipment delivery cannot be accomplished, no further tender will be made except upon your request. If one or more additional tenders of equipment are requested by you, a charge as set forth in Appendix A will be made for each such tender and for the final delivery. All charges accruing under this provision must be paid or guaranteed to the satisfaction of ArcBest before the shipment

is redelivered.

13. **Redelivery:** When a shipment is tendered to you at destination, and through no fault of ArcBest, such delivery cannot be accomplished, no further delivery will be made except upon your request. If one or more additional tenders or final delivery of the shipments are requested by you, a charge will be made for each such tender and for the final delivery. All charges accruing under the provisions of this section must be paid or guaranteed to the satisfaction of ArcBest before the shipment is redelivered – see Appendix A for charges.

14. **Undeliverable Shipments (Disposition):**

(i) If ArcBest cannot deliver your personal effects and/or other commodities through no fault of ArcBest, personnel or service providers, the shipment will be subject to applicable fees as set forth in your confirmation agreement and/or Appendix A hereto. Unless you notify ArcBest that you are a service member and eligible for relief under the Service Members Civil Relief Act, we shall promptly attempt to provide notice, by telephonic, electronic or other written communication as provided on the front of the bill of lading, if so indicated, to the shipper or other party, if any, designated to receive notice as indicated on the bill of lading. Storage may be, at ArcBest's option, in any location that provides reasonable protection against loss or damage. ArcBest may place the shipment in public storage at the owner's expense and without liability to ArcBest, personnel or service providers.

(ii) If ArcBest does not receive disposition instructions and payment of all applicable charges within forty-eight (48) hours of the time of ArcBest 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, ArcBest may offer the personal effects and/or other commodities for sale at a public auction. The amount of sale will be applied to ArcBest's invoice for transportation, storage, labor, all services and/or other lawful charges. You will be responsible for the balance of charges not covered by the sale of your personal effects and/or other 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.

(iii) Where ArcBest has attempted to follow the procedure set forth in this section 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.

(iv) Where ArcBest is directed by you, the individual listed on the bol or the payor of the charges to unload or deliver personal effects and/or other commodities at a particular location where consignor, consignee or the agent of either is not present, the risk of loss/damage shall not be that of ArcBest, personnel or service providers but solely yours.

(v) Notwithstanding any provisions herein, at any time, and upon any event, ArcBest has the right to remove personal effects and/or other commodities from a trailer or moving container, as applicable, and place them in another trailer, a warehouse or other location pending shipment resolution or disposition.

(vi) Unless applicable regulations or statutes require otherwise, you have the responsibility to ensure that the destination location will allow us to deliver your personal effects and/or commodities without us having to: (1) agree to and/or sign any other contractual terms and conditions other than what is indicated in this Tariff or the confirmation agreement; and/or (2) obtain any licenses, permits or any other authorization to make delivery at the destination. You are responsible for any assessments, fines, penalties or other costs which are incurred in placing, maintaining and/or moving trailers, ReloCubes or other moving containers at the destination location or arranging delivery to another location.

15. **Reference To Tariffs Or Portions Thereof:** 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.

16. **Warranties:** You 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 and service providers for services. You further warrant that any individual signing the bol or move confirmation other than you is your authorized representative.

ARCBEST MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICE THAT ARCBEST OFFERS, PROVIDES OR ARRANGES DIRECTLY OR THROUGH A SERVICE PROVIDER, OR TO ANY WEBSITE ARCBEST MAINTAINS FOR YOUR USE. ARCBEST HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ***MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE***, OR NON-INFRINGEMENT OF INTELLECTUAL PROPETY AS TO ANY ARCBEST ARRANGED OR PROVIDED PRODUCT OR SERVICE, INCLUDING THE USE OF ANY ARCBEST WEBSITE.

17. **Assumption of Risk:** You assume all risks and liability arising from the use and operation of equipment and labor service providers hired by you, and further understand that equipment and your hired labor service providers can cause individual injuries or death and property damage. You agree to indemnify, defend and hold harmless ArcBest, service providers and personnel from any and all claims for liabilities and damages, including attorneys' fees, court costs and any other costs or expenses, arising or caused from your use and operation of equipment and/or your hired labor service providers.

18. **Indemnity:** You agree to indemnify, defend and hold harmless ArcBest, service providers and personnel from and against any and all demands, 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 and/or litigation or alternative dispute

resolution costs incurred by ArcBest, service providers and/or personnel for: (1) personal injuries, including death, caused by you; (2) property damage, including environmental damage and restoration caused by you or your personal effects and/or other commodities does to other commodities, equipment and/or the environment; (3) breach of the agreement between you and ArcBest or any other agreement between you and a third party; (4) non-compliance with any applicable laws and regulations arising from or out of ArcBest's, service providers' and/or personnel's performance as to services hereunder requested by you; (5) any claim made against ArcBest, service providers and/or personnel for alleged or actual wrong in taking custody of and/or performing service with respect to personal effects and/or other commodities in your shipment; (6) damage or injury of any kind to any person or property caused by you, your personal effects and/or other commodities in your shipment; or (7) violation of any third party's rights with regard to your engagement of ArcBest or its service providers for service(s).

19. **Limitation of Liability:** Notwithstanding the foregoing, you agree that if ArcBest, service providers or personnel are found liable for any damage (excluding loss and/or damage to your personal effects and/or other commodities) to you, your agents or subcontractors of any kind resulting from any cause in connection with the operation of any website or your use thereof, any request for estimate of service charges, service reservation or purchase of service, or services performed for you, ArcBest's, service providers' and personnel's liability shall not exceed the total amount of charges collected from you by ArcBest for the applicable shipment. Notwithstanding any terms and conditions contained herein or any other document, personal effects and/or other commodities lost and/or damaged shall be governed as provided in this Tariff. **IN NO EVENT WILL ARCBEST, SERVICE PROVIDERS OR ANY PERSONNEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, OR ANY OTHER PECUNIARY LOSS TO PERSONAL EFFECTS, OTHER COMMODITIES, AND/OR DATA.**

20. **Other Insurance:** In no event shall ArcBest, service providers or personnel 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.

21. **Assignment, Integration, Applicable Law, Venue, Captions and Class Action Prohibition:** You may not assign your agreement with ArcBest for services without ArcBest's express prior written consent. Your agreement with ArcBest for services consist of various electronic and/or hardcopy documents, all of which may be executed in counterparts, which shall be deemed originals, and together with this Tariff, shall constitute the same and the entire agreement between you and ArcBest, personnel and service providers. The agreement between you and ArcBest and/or any dispute between you and ArcBest, personnel and/or service providers is governed by the federal laws and regulations of the United States of America. In the event that any provision(s) contained within the confirmation agreement, this Tariff, or any part thereof, require interpretation or application which is not otherwise provided under federal statutes, common law or preemption, then, the laws of the State of Arkansas, without regards to its principles of conflicts or choice of laws shall govern and interpret those provisions. Any necessary judicial proceeding must be brought in a court of competent jurisdiction within Sebastian County, State of Arkansas. All alternative dispute solution processes shall be bought before a Better Business Bureau office located in the State of Arkansas. Titles, heading and captions in this Tariff or the confirmation agreement are provided for convenience only and shall not be used to construe meaning or intent.

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 right to bring an individual claim against ArcBest, personnel and/or service providers as provided herein.

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

23. **Authorized Signatures for Tariff Modifications:** ArcBest's Vice President - Moving Services is the only representative or employee authorized to modify the provisions of this Tariff. Except, as provided herein, no other ArcBest representative or a service provider's driver or a labor service provider hired, are authorized to modify this Tariff. A bill of lading signed by a driver only acknowledges receipt of your personal effects and/or other commodities by the driver. The use of a bill of lading other than an ArcBest bill of lading by you or any other person or entity will not constitute an implied or actual acceptance by ArcBest, service providers or personnel of terms and conditions contained in such bill of lading. Except for the ArcBest bill of lading, any bill of lading used for any shipment is simply a receipt of personal effects and/or other commodities and such bill of lading terms and conditions are ineffective between you and ArcBest, personnel or service providers.

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

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

(i) 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.)

(ii) Digital Signature: an electronic signature using asymmetric cryptography to encrypt and decrypt messages.

(iii) Digitized Signature: a digital image of a physical signature created either by scanning a physical signature or using an electronic device to create a digitally replicated signature.

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

24. **Impracticable Operations:** Pickup, delivery or any other services will not be performed at any site for which it is impracticable to operate vehicles, and/or other service providers because of:

(i) The condition of roads, streets, driveways, alleys or approaches thereto;

(ii) Inability to or ease of access to delivery or pickup site;

(iii) Strikes, labor disputes, riots, terrorism, protests, acts of nature, 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 other reasonable acts as determined in ArcBest's sole discretion; or

(iv) Any other consideration which make services impractical in the sole discretion of us, the driver or a service provider.

25. **Notations:** Notations on the service receipt, delivery receipt, manifest, bill of lading or any other shipping document and/or alleged agreement with regard to rates, charges, terms, conditions or other information will be considered for information purposes and nonbinding on ArcBest, personnel and service providers, and will neither remove nor modify applicable actual rates, charges, terms and/or conditions of any shipment under this Tariff.

26. **Your Demise During Shipment:** If your unfortunate demise occurs while your personal effects and/or other commodities are loaded into a trailer, ReloCube or other moving container, whether in transit from origin to destination or after arrival at destination, ArcBest will not release your personal effects and/or other commodities to anyone until: (1) an appropriate court order is received by ArcBest directing ArcBest to release your personal effects and/or other commodities to a certain person and/or entity; or (2) ArcBest determines in its sole discretion that it is appropriate to release your personal effects and/or other commodities to another person and/or entity. You and your heirs, devisees, personal representative and legatees hereby release and will indemnify, defend and hold harmless ArcBest, service providers and personnel from any and all claims and causes of action for liabilities and damages, including attorneys' fees, court and litigation costs, storage fees and any other expenses incurred for storing and/or releasing your personal effects and/or other commodities per judicial order or as determined appropriate by ArcBest. After your demise, if ArcBest is unable to determine the rightful owners of your personal effects and other commodities, ArcBest without any further liability may dispose of such personal effects or other commodities as ArcBest determines as reasonable.

27. **Waiver:** BY ACCEPTING SERVICES HEREUNDER, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK JUDICIAL RELIEF IN THE FORM OF LEGAL OR EQUITABLE REMEDIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. IN THE EVENT OF A DISPUTE, YOU EXPRESSLY AGREE TO THE ALTERNATIVE DISPUTE SETTLEMENT SERVICES PROVIDED THROUGH THE ARKANSAS BETTER BUSINESS BUREAU (BBB) AS FURTHER PROVIDED HEREIN.

28. By your acceptance of services from ArcBest, personnel or service providers, you authorize ArcBest, personnel or service providers to drop off and pickup their equipment from the origin and destination locations at their discretion without the real property owner's or your permission. You are responsible to ensure at all times that ArcBest, personnel or service providers are allowed to drop off and pickup their equipment. If ArcBest, personnel or services providers are not allowed to pickup their equipment and they are required to seek judicial relief to pick up such equipment, you shall be liable for all attorneys' fees, litigations costs and all other expenses and fees incurred in retrieving their equipment.

29. By your acceptance of services from ArcBest, you are voluntarily and knowingly waiving the regulatory provisions contained in 49 CFR 371.3(c).

C. Form, Terms and Conditions of Payment:

1. **Quotation of Estimated Charges:** When ArcBest has furnished, either orally or in writing, an estimate of service charges, that estimate will be based on the facts concerning the shipment(s) which you have provided to ArcBest. Estimates of charges are furnished as a convenience to you and represent an approximation of charges and are not binding on ArcBest. You agree to pay the charge(s) for the services rendered to you, actual use of the trailer(s) or the number of ReloCubes or other moving containers used by or for you. All charges on a shipment will be assessed on the basis of provisions legally in effect at the time of shipment and the characteristics of your personal effects and/or other commodities actually tendered to ArcBest.

2. **Charges Due in Full:** You must pay for all transportation and all other services actually performed at your request, direction and/or as required, including services that you add or that exceed a non-binding estimate of your transportation and other services requirements. Payment of charges for transportation and all other services are due to us immediately after your shipment is loaded and moving in interstate, intrastate or international commerce, excluding storage services, which you pay for as they are incurred.

3. **Payment of Charges:** Unless otherwise specifically provided, all rates, charges, or other amounts are stated as United States currency and all rates, charges or other amounts are payable in lawful United States money.

4. **Rounding of Fractions:** In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole foot or cent, as applicable. If less than .5, reduce to the previous foot or cent. If .5 or more, increase to the next higher foot or cent.

5. **Offsetting Charges:** You shall not offset from or delay the payment of lawfully established charges due ArcBest as result of any overcharge claim, chargeback, duplicate payment, or cargo loss and/or damage claim. A formal claim shall be filed and processed separately for any disputes.

6. **Form of Payment:** In most cases, payment may be made by major credit card, debit card, certified check or money order or as may otherwise be approved by ArcBest including but not limited to electronic payment processes. Any and all charges accrued after completion of all services will be charged to your credit or debit card on file with ArcBest.

7. **Credit Refusal:** An administrative service charge will apply for each instance in which a check or draft, or a charge to a credit or debit card that you authorize is not honored due to insufficiency of funds/available credit ("credit refusal").

8. **Cost of Collection:** You will be charged all costs that ArcBest incurs to collect charges that are due and owing to ArcBest for service rendered, including, but not limited to, attorneys' fees (both trial and appellate), all other legal fees, and all costs of litigation or resolution, including costs incurred to execute on any award or judgment.

D. Loss/Damage Liability Terms and Conditions:

1. **In General:** Subject to the terms and conditions herein, liability coverage is as follows:

i. Liability Coverage: Liability coverage applies exclusively to personal effects and other commodities placed in ArcBest's, personnel's or service providers' possession or care, custody and control, and when ArcBest, ArcBest hired personnel or service providers cause loss and/or damage to your personal effects and other commodities. When an ArcBest hired service provider causes loss and/or damage to your personal effects and/or other commodities such must be notated on the bill of lading, service or delivery receipt upon your observation and as further provided herein.

ii. Risks: Liability coverage applies to risks of direct physical loss or damage due to a service provider's negligence except when specifically excluded, limited or conditioned herein.

iii. Labor Service Providers: ArcBest, personnel or service providers do not provide any coverage for labor service providers hired by you. **All personal effects and other commodities claims caused by your hired labor service providers must be filed with the applicable labor service providers you hired. ArcBest, personnel, and non-labor service providers are not responsible for any loss and/or damage to personal effects and/or commodities caused by labor service providers hired by you.**

iv. Time: Liability coverage starts when ArcBest, personnel or service providers first takes possession or care, custody and control of your personal effects and/or other commodities after it has been loaded in a trailer, ReloCube or other moving container and picked up by such service provider. Liability coverage ends upon completion of services that ArcBest arranges or provides when ArcBest service providers relinquishes possession, care, custody and control of your personal effects and other commodities by delivery to destination, and does not apply during times that ArcBest service providers do not have possession or care, custody and control of your personal effects and other commodities.

v. Scope: Liability coverage applies to personal effects and/or other commodities transported between points within and between Canada, the continental United States, including Alaska, Hawaii and Puerto Rico.

vi. Owner: Liability coverage applies solely for the benefit of legal owner(s) of personal effects and other commodities arranged by ArcBest and performed by service providers.

vii. Constructive Weight: A weight based on (a) a formula of 7 pounds per cubic foot of properly loaded trailer or container space occupied by personal effects, or (b) the actual weight of an item of like material, construction, dimension and kind.

viii. Prohibited Commodities: The following commodities will not be accepted for shipment, and if such commodities are included in a shipment, ArcBest, personnel or service providers shall not be liable for such commodities or any damage such commodities does, and you accept all liabilities and are responsible for all damages caused by such commodities, including, but not limited to, to individuals, other commodities, the environment, equipment or any other damages:

Acetone;
Acids;
Adhesive;

Aerosols;
Alcoholic beverages;
Alcohols;
Ammonia;
Ammunition;
Animals;
Antifreeze compounds;
Antiques;
Any material termed combustible, corrosive, and/or flammable;
Artwork, which is one of a kind;
Asbestos NA 2212;
Automobiles;
Bank bills;
Battery with acids;
Black powder;
Blasting caps;
Bleach;
Camphor oil;
Charcoal briquettes;
Chlorinated hydrocarbons in decorative lamps;
Class 2.2 UN 1005, Ammonia, anhydrous;
Class 6.1 and 2.3 poison-by-inhalation gas;
Class 6.2 Infectious substances;
Class 7 Radioactive materials;
Cleaning fluids;
Collectible books;
Commodities with elevated temperatures;
Compound - 3 weed killers;
Contraband;
Corpses;
Corrosive liquids;
Currency;
Deeds;
Denature alcohol;
Drafts;
Disinfectants;
Division 1.5 (explosives) requiring placarding;
Dyes;
Dynamite (plastics or similar explosives);
Enamel;
Engine Starting Fluid;
Ethanol and Gasoline Mixture (UN 3475);
Explosives 1.1, 1.2, 1.3;
Explosives auto alarm;
Fire Extinguisher;
Firearms;
Fireworks;
Fish scrap;

Flame retardant compounds;
Flowers;
Fluid cleaners;
Food in glass jars;
Frozen food;
Fuse lighters;
Gases used in welding;
Gasoline UN & NA 1203;
Hazardous and nonhazardous waste;
Hazardous materials or items, including, but not limited to, substances items or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of the United States;
Hemp, any form;
Igniters or primers;
Illegal substances which are prohibited by federal and/or state laws;
Insecticides;
Iron/steel rust preventives;
Jewelry, other than costume or novelty jewelry;
Kerosene;
Lacquer;
Lamp oil;
Leather dressing or bleach;
Letters, with or without stamps affixed;
Lighter fluid;
Liquors;
Livestock;
Loaded/unloaded guns;
Marijuana and any other illegal drugs
Matches;
Motor oil;
Museum exhibits or articles of antiquity;
Nail polish remover;
Nail polish;
Nitrocellulose with alcohol, 4.1, UN2556, PGII;
Notes;
Oil stains for wood;
Open or partially used food;
Original works of art;
Paint and paint related materials;
Paint or varnish remover;
Pesticides;
Petroleum products;
Pets;
Photos – photo albums;
Plants;
Poisons;
Polishes, liquid;
Postage stamps;
Precious metals (including precious metal scrap);

Precious stones;
Produce;
Propane or other gases;
Propane tanks;
Propellants;
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;
Refrigerated foods;
Revenue stamps;
Scuba diving tanks;
Shellac;
Shoe polish;
Signal flares;
Smokeless Powder for Small Arms NA 3178 (over 100 lbs.);
Smokeless powder;
Souvenir explosives/instruments of war;
Spear guns or spear guns having charged heads;
Stains;
Sterno;
Straw or hay, fresh cut or dried, in unfinished, loose or baled form;
Toy propellant or smoke devices; or
Turpentine;
Valuable papers of any kind;
Varnish;
Weed killer; or
Wood filler.

Please Note: Disposal of any containers of any liquid is strongly recommended to prevent liquid damage to your personal effects or any other commodities during packing, loading, transporting, storage and/or unloading.

ix. Personal Effects and Other Commodities Liable to Damage Other Commodities, Equipment or Individuals: ArcBest or services providers are not obligated to receive personal effects or other commodities liable to impregnate or otherwise damage your personal effects, other commodities, and/or any service provider equipment and/or injure drivers or any other service providers. Such personal effects or other commodities may be accepted and receipted for and are subject to delay for suitable equipment or may be refused for lack of suitable equipment. You are responsible for any liabilities, damages or losses to other commodities, service provider equipment, drivers or any other services providers caused by your personal effects and other commodities.

x. Temperature Sensitive Commodities: ArcBest arranges for you to either receive a dry van trailer or a ReloCube or similar container to load your personal effects and other commodities. However, such equipment is not climate controlled and generally reflects the temperature outside during loading, transit, unloading, and/or storage. To protect your personal effects and other commodities from being damaged, do not place items in the provided equipment which will freeze, melt or is temperature sensitive since this act could cause your personal effects and other commodities to be damaged. ArcBest and service providers are not liable for any damage to your

personal effects or other commodities resulting from hot or cold temperatures in provided equipment.

xi. Other Prohibited Items: You agree not to include any hazardous materials or commodities of any type, in any quantity, in your shipment. For purposes of this provision, "hazardous materials" include, but is not limited to, illegal commodities or substances, commodities listed or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of a federal, state or local level, as applicable. You also agree not to include any commodities in your shipment that you are advised not to include by ArcBest or indicated herein.

E. Personal Effects, Vehicles, Boats, Motorcycles, Off-Road Vehicles and Other Commodities Liability Limitations:

1. Since you are responsible for the packing, loading and unloading of your personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities, liability coverage only applies to loss and/or damage caused by ArcBest, personnel or ArcBest hired service providers negligence during transit between origin and destination locations. ArcBest performs as a broker and is subject to the provisions of 49 U.S.C. § 14706(c)(1)(A) and the limitations herein. In the event personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are damaged or lost during transit between origin and destination location which is caused by a service provider's negligence, ArcBest's, personnel's and an ArcBest service providers' liability shall be limited to $0.10 per pound per lost and/or damaged item up to $2,000 per trailer and $250 per ReloCube or other moving container but subject to other limitations and conditions set forth herein ("**Basic Service Coverage**"). You acknowledge that ArcBest's, personnel's and service providers' liability for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are limited in consideration of a lower rate than would otherwise be applicable and that coverage in addition to the Basic Service Coverage is available and can be purchased at current costs and limits (see Appendix A hereto) which are available upon your request by contacting ArcBest prior to the trailer(s), ReloCube(s) or other moving container(s) drop date. The Basic Service Coverage or any additional coverage purchased is liability coverage for the carrier's negligence and is not insurance for your personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities. ArcBest, personnel and its service providers do not provide insurance for your transported property.

2. In the event of personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are lost and/or damaged caused by fire, vehicle collision, vehicle overturn, or complete trailer, ReloCube or other moving container theft, ArcBest's, personnel's and services providers' liability coverage shall increase to $3.00 per pound per lost and/or damaged item up to a maximum liability of $60,000 per trailer and $7,500 per ReloCube or other moving container but subject to other liability limitations and conditions set forth in herein ("**Catastrophic Liability Coverage**"). Catastrophic Liability Coverage does not apply if your actions or inactions partially caused the foregoing listed events. ArcBest, personnel and ArcBest hired services providers are not responsible for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities loss and/or damage caused by packing, loading and/or unloading by you or your hired or non-hired labor service providers. You agree to only file claims with ArcBest for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities lost and/or damaged while being transported between origin and destination locations which are caused by the negligence of ArcBest, personnel or an ArcBest hired service provider.

3. **Vehicles, Boats, Motorcycle and Off-Road Vehicles:**
You assume all risks in loading and unloading any vehicles, boats, motorcycles and/or off-road vehicles into a trailer, ReloCube or other moving container. You agree to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all claims and causes of action for liabilities and damages, including attorneys' fees, litigation and alternative dispute resolution costs, resulting from you or your hired or non-hired labor service providers loading and unloading any vehicles, boats, motorcycles and/or off-road vehicles into any trailer, ReloCube or other moving container.

F. Personal Effects, Vehicles, Boats, Motorcycles, Off-Road Vehicles and Other Commodities Conditions:

1. **Conditions:** Personal effects and other commodities liability for loss and/or damage are subject to the following conditions:

i. **Particle Board**: You must disassemble personal effects and other commodities constructed of particle board or any like material prior to loading.

ii. **Charges Must Be Paid**: A loss and/or damage claim form will not be processed until ArcBest receives payment in full for all services rendered for you.

iii. **Duty to Cooperate**: You have a duty to cooperate fully with any investigation ArcBest or a service provider makes during the claim settlement process. At a minimum, "cooperate" includes making personal effects and/or other commodities available for inspection and repair, granting access to transportation and storage transaction records, and keeping any containers with visible exterior damage packed until they are inspected by ArcBest or its designee.

iv. **Subrogation and Release**: Your right to receive payment of an amount by ArcBest or a service provider in settlement of a personal effects and/or other commodities loss and/or damage claim shall include your obligations to: (1) 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 loss and/or damaged personal effects and/or other commodities; (2) convey all rights, title and interest in lost and/or damaged commodities to ArcBest and to make the same available to ArcBest for salvage/recovery; (3) render all reasonable assistance in ArcBest's pursuit of recovery of personal effects and/or other commodities loss and/or damage claim from third parties; (4) you authorize ArcBest in effecting such recovery; (5) you authorize ArcBest to file claims and/or lawsuits against any third party in your name(s), and hereby appoint the representative of 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 proceedings which ArcBest may deem necessary to enforce such claim(s), including proceedings before any tribunal 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; (6) you agree to execute any documents which may be necessary to enable ArcBest to proceed in accordance herewith, including any pleadings and releases that ArcBest may request you to execute; (7) you agree that any monies collected from any third party through these subrogation rights are solely ArcBest's property; and (8) to fully and finally release ArcBest, in writing if requested by ArcBest, from any and all liability regarding the 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.

vii. **Freezable Policy:** ArcBest does not offer protective service from freezing.

viii. **Submit Claim**: Loss and/or damage claims for personal effects and other commodities must be reported immediately and a complete written claim with supporting documentation must be received by ArcBest or service providers, as required, within nine (9) months of the date of completion of the last service provided to you by ArcBest, personnel or service providers. Any right to recovery will be barred if a claim is not filed within said nine (9) months period. Disputes filed with the Arkansas Better Business Bureau or lawsuits filed with any court must occur within two (2) years of the completion of the subject service provided through ArcBest. If you do not file an appropriate alternative dispute settlement (ADS) form with the BBB to institute ADS or file a lawsuit with a court to resolve your dispute within the two (2) year period, then, the expiration of said two (2) year period shall be a complete and absolute defense to any disputes or lawsuits, including any action at law or in equity, without regard to any mitigating or extenuating circumstances or excuses whatsoever;

2. **Exclusions:** Personal effects and other commodities liability coverage does not apply to damage and/or loss caused by or due to the following:

i. **External Cause**: Any external cause.

ii. **Your Act or Omission**: Any act, omission or order of yours, your agents, any owner of personal effects or other commodities in your shipment, or any agent of any owner of personal effects or other commodities in your shipment, including any act or omission of any service providers you, your agent, an owner or owner's agent engage to perform any services with respect to personal effects or other commodities in your shipment. As used in this section, "act or omission" shall include, but is not limited to, failure to protect with adequate cartons, wrapping material or crating, improper installation of bulkhead or other divider, your shipment contains personal effects which are susceptible to damage, or you do not follow vehicle, boat, motorcycles and off-road vehicle transportation guidelines.

iii. **Defect or Inherent Vice**: Defect or inherent vice of personal effects, vehicle, boats, motorcycles, off-road vehicles and other commodities in your shipment, including, but are not limited to: (a) susceptibility to damage because of sensitivity to vibration and atmospheric conditions such as temperature or humidity or changes in the same, and (b) mechanical or electrical derangement of mechanical, electrical, or electromechanical devices.

iv. **Perishable Personal Effects**: Personal effects or other commodities that by their nature are perishable, such as plants, animals or food items and all other like commodities.

v. **Hazardous and Prohibited Materials**: Spillage, leakage or other release, or combustion, explosion or other reaction of any personal effects or other commodities to substance, chemical or compound in your shipment which are listed as "Prohibited Commodities" or considered a hazardous material.

vi. **Loss/Damage to Personal Effects or Commodities not Noted on Delivery Documents**: Unless personal effects and/or other commodities are noted as missing or damaged on shipping document(s) at the time of unloading, ArcBest and service providers shall not be liable for personal effect or other commodities loss and/or damage occurring during transit.

vii. **Computer Data or Media**: Loss of or damage to computer data or media.

viii. **Negotiable Instruments or Other Valuables**: Documents, currency or coins, stamps, securities, notes, deed, money, jewelry, furs, weapons, gems and precious stones, personal identity information, and any other personal effects or commodities of intangible or sentimental, tradable or collectible value.

ix. **Pair, Set, or Part**: In the event of loss of or damage to any personal effects or other commodities which are a part of a pair or set, or to a part of any personal effects or other commodities, coverage will only apply to the personal effects or other commodities which are part of a pair or set that are lost and/or damaged and not to the entire pair or set, and only to a part of a personal effects item or other commodity that is lost or damaged and not to the entire commodity.

x. **Insects, Vermin, Molds or Ordinary Wear or Tear**: Insects, moths, vermin, molds or other fungi or growths, gradual deterioration or ordinary wear or tear of personal effects and/or commodities.

xi. **Risks of War**: Hostile or warlike acts, including acts of terrorism, in time of peace or war, including action in hindering, combating or defending against or actual, impending or expected attack by any government or sovereign power, or by any authority maintaining or using military or other armed forces or any agent of any such government, power, authority or force.

xii. **Weapons of War**: Any weapon of war or terrorism, whether employing traditional means of force, atomic fission or radioactive force, or biological or chemical agents, whether in time of peace or war.

xiii. **Domestic Unrest**: Insurrection, protest, rebellion, revolution, civil war, terrorism, or action taken by any governmental authority in hindering, combating or defending against such an occurrence.

xiv. **Other Government Action**: Seizure or destruction under quarantine or Customs regulations, confiscation for any reason by order of any governmental or public authority, or risks of transporting contraband or any personal effects of illegal trade.

xv. **Labor or Civil Unrest**: Strikes, lockouts, labor disturbances, protests, riots, civil commotion, terrorism or the acts of any individual(s) taking part in any such occurrence.

xvi. **Acts of God**: Including, but not limited to, earthquake, avalanche, fire, lightning, flood, hurricane, windstorm, tornado, or snow, hail, sleet, ice or rainstorm, or any other contingency not within the control of ArcBest, personnel or service providers.

xvii. **Failure to Preserve**: Any loss and/or damaged to personal effects and/or commodities in your shipment if you or the owner fail to preserve it and any container(s) in which a lost and/or damaged personal effects and/or other commodities were packed, and all other evidence that such claimed loss or damage is the result of the negligence of ArcBest, personnel or a service provider during transit.

xviii. **On-Site Storage**: Personal effects and/or other commodities stored in transportation equipment placed at, on or around your residence are not stored personal effects and/or other commodities

and are not eligible for coverage.

xx. **Burglary**: Coverage does not apply to a burglary or other crime committed to enter a trailer, ReloCube or other moving container used to store or transport personal effects and/or other commodities while such trailer, ReloCube or moving container is located at your directed origin or destination location.

xxi. **Packaging, Loading or Unloading:** ArcBest, personnel and service providers are not responsible for damage caused by improper packing, loading or unloading since these actions are completed by you or your hired or non-hired labor.

xxii. **Illegal Commodities:** Which occurs to commodities which are illegal to make, sale, distribute, transport, use or possess pursuant to any federal or state laws or regulations.

3. **Personal Effects and Other Commodities Claim Processing and Settlement**

i. **Submission Process**: In the event of personal effects and/or other commodities loss and/or damage, you must contact an ArcBest or service providers' representative, as required, to obtain a claim form or a link to an online website for preparation and submission of a claim.

ii. **Settlement Process**: Upon receipt of a complete claim, an ArcBest or service provider representative, as applicable, will review the claim and collect information to determine the cause and extent of the loss and/or damage claim.

iii. **Settlement Determination**: ArcBest has the absolute right and unfettered discretion to repair, replace or reimburse for lost and/or damaged personal effects or other commodities. In exercise of this right, ArcBest at its discretion may elect to: (a) Repair personal effects or other commodities, or pay you for the cost of repairs; (b) Replace personal effects or other commodities damaged part with a new item or pay you the undepreciated cost of a new item; or (c) Pay a reasonable allowance for damage to personal effects or other commodities that can still be used for its intended purpose without repair. If ArcBest elects to replace lost and/or damaged personal effects or other commodities and cannot find the exact same personal effects or other commodities, ArcBest may replace such personal effects or other commodities with personal effects and/or commodities comparable in quality and features. ArcBest shall provide you with written notification of its settlement determination as provided herein.

iv. **Salvage**: When ArcBest or a service provider and you agree upon a settlement determination, the repairing or reimbursing party for loss and/or damage to your personal effects and/or other commodities as provided herein, shall have the right to the ownership of any and all damaged personal effects or other commodities that it replaces or for which it provides reimbursement.

v. **Assignment of Subrogation Rights**: Filing a claim for personal effects or other commodities loss and/or damage will constitute an assignment to ArcBest or a service provider, as applicable, of your right(s) to seek settlement directly against third party service providers, carriers, other third parties, and storage or transportation service providers for any loss of or damage to personal effects or other commodities. You agree to sign an assignment document prepared by ArcBest or a service provider, as applicable.

III. Alternative Dispute Settlement (ADS)

A. **Policy**: Our policy is to work with you to resolve any issues or disputes with respect to service, including, but not limited to, all disputes regarding personal effects or other commodities loss, damage, charges and other disagreements (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 ADS process to be a cost-effective, fair and quick way to resolve disputes through the Arkansas Better Business Bureau ("BBB"), via document submission, teleconference and/or personal appearance. You and ArcBest agree that all disputes and any claims arising hereunder if such cannot be resolved informally between you and ArcBest shall be resolved by an ADS process through the BBB, subject to the personal effects, commodities and other liability limitations and conditions set forth herein.

B. **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 will pay a larger portion. In the 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 ArcBest, you or any third party. ArcBest and you further agree that each one will be responsible for their own respective attorneys' fees and all other costs of ADS, if any.

C. **Procedure**: Upon your request, ArcBest will provide you with information to institute an action with the BBB to resolve a dispute through ADS.

For any disputes not resolved informally between you and ArcBest, which were properly filed within the nine (9) month claim filing period, you must:

(1) File your dispute with the BBB within two (2) years of the completion of the subject service provided through ArcBest. If you do not file an appropriate ADS form with the BBB to institute ADS to resolve your dispute within the two (2) year period, then, the expiration of said two (2) year 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;

(2) Notify ArcBest in writing of your intention to seek ADS; and

(3) Further, if you do not file a claim with ArcBest or the applicable service provider within nine (9) months from when the claim accrued, you have waived your right to bring a dispute and are barred from pursuing such claims against ArcBest, personnel and/or any service providers through ADS or any judicial or administrative proceedings.

Below is a link to information that explains the ADS procedure: https://www.bbb.org/arkansas/pages/business-reviews/moving-companies/u-pack-in-fort-smith-ar-14198/file-a-complaint

D. **Binding ADS Decision**: ADS shall be binding for all disputes regardless of amount.

E. **ADS Decision:** A final decision issued in binding ADS means:

1. You and ArcBest will be legally bound to abide by the BBB decision and comply with the decision terms;

2. You and ArcBest waive and give up any right to sue the other in court on any disputes unless ArcBest or you fail to perform according to the BBB's decision. In case of such failure to perform, appropriate action may be filed with a court located in Sebastian County, Arkansas to enforce the BBB's decision; and

3. You and ArcBest agree that the BBB shall not be authorized to award either party attorneys' fees or any indirect damages, e.g., consequential, incidental, special, multiplied or punitive damages.

IV. U.S./Canadian/Other Countries' Customs:

A. **Generally:** Shipments awaiting Customs release by U.S. Customs and Border Protection (CBP), Canadian Border Services Agency (CBSA), or another country's Customs authority will be subject to the applicable detention charges, storage charges and/or customs examination fees as provided in Appendix A hereto in addition to any other additional costs or fees incurred by ArcBest. Detention charges, if any, will be assessed against you. For the purpose of applying storage rules and charges in connection with shipments moving under a United States Customs Bond, storage rules and charges will apply until commodities have been released by Customs or any liability for commodities on such shipment is transferred to a subsequent third-party bond.

B. **Export or Import Shipment Requirements:**

1. Shipments 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 personal effects and other commodities transported. ArcBest will not be responsible for delays to the personal effects and/or other commodities transported or for personal effects or other 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 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 your personal effects and/or other commodities. Delivery will not be made until such charges are paid or guaranteed by you.

When shipments must be held by ArcBest pending compliance of Customs regulations and requirements by you or your representative, a charge will be made for the service required on the part of ArcBest as provided in Appendix A hereto.

Customs related charges 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 you. You 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 Customs broker.

2. **Customs Delay:** When shipments are delayed at the border, through no fault of ArcBest or service providers by CBP, CBSA or other regulatory agencies or Customs, fees shall apply as set forth in

Appendix A hereto. There is no charge for the first 15 minute delay, but a charge for each succeeding 15 minute delay or fraction thereof will be incurred as provided in Appendix A hereto.

3. **Sufferance Warehouse Examination:** When a shipment is assessed additional charges by a sufferance warehouse for processing, warehousing, Customs examination, or handling, those additional charges will be assessed on your invoice. In computing storage charges, time will begin forty-eight (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 your agent. When shipments are delayed at the border, through no fault of ArcBest or service providers by CBP, CBSA or other regulatory agencies or Customs, certain fees shall apply as set forth in Appendix A hereto

4. **Customs Brokerage Handling:** On shipments moving between Canada and points in the United States where ArcBest acts to facilitate the association of the customer with a Customs broker for the creation of the entry with Customs, a fee per entry will be assessed to your bill as set forth in Appendix A hereto. Such fee shall be in addition to all other applicable charges, including additional charges imposed by Customs broker for the administrative services it provides and will be assessed against you.

5. **Puerto Rico – Electronic Export Information: T**he United States Census Bureau requires Electronic Export Information (EEI) formerly known as Shipper's Export Declaration (SED) to be submitted to the Automated Export System (AES) using the Automated Commercial Environment (ACE) AES Direct filing tool for each Puerto Rico or U.S. Virgin Island shipment having a declared value exceeding $2,500.00, unless otherwise exempt by U.S. federal regulations. At the specific request of you, ArcBest will prepare all required export documentation, prepare or complete your drafts or invoices, and dispose of such documents in accordance with your instructions. Fees will be assessed against you as set forth in Appendix A hereto. A charge will apply for the electronic filing of Export Declaration on the behalf of the shipper. Application of the service and the charge will occur when the shipper, at its option, provides carrier with written authorization or power of attorney to electronically file on its behalf.

V. Special Service Rules and Provisions

A. Transportation Service

1. **Estimated Charge(s):**

i. **Additional Trailer(s):** If you elect to utilize more than one (1) trailer, you will be subject to a minimum charge based on one (1) full trailer and at least five (5) linear feet in the additional trailer(s). The adjustment price per foot will apply for each additional linear foot of trailer space used beyond the minimum five (5) linear feet. Length will be rounded to the nearest foot as indicated herein.

ii. **Trailer:** Charges are based on requested trailer footage. You agree to pay the price shown in your confirmation agreement, plus the adjustment price per foot for every linear foot of trailer space used (including bulkhead) beyond the requested trailer footage. ArcBest shall reduce the price, by the adjustment price per foot, for every linear foot not used less than the requested trailer footage, subject to the minimum charge listed in your confirmation agreement as well as any other charges necessary for the shipment. You are responsible for entering the footage used on the bill of lading

or other used shipping document. The footage used is subject to inspection by the transportation service provider. Length will be rounded to the nearest foot as provided herein. When service provider picks up trailer(s), ReloCube(s) or moving container(s) at origin location, if you have not entered the footage on the bill of lading, then, the driver shall enter the footage on the bill of lading and driver's indicated footage will be conclusively presumed correct.

iii. **Moving Container:** You agree to pay the charge(s) based on the exclusive usage of each ReloCube or other moving container as shown in your confirmation agreement as well as any other charges necessary for the shipment.

2. **Transit:** Transit begins the business day following pickup of your shipment. Transit times do not include day of pickup, weekends or holidays. For multiple container or trailer shipments, transit time is computed from the business day following pickup of the last piece of equipment.

i. **Standard Transit:** While standard transit times gives an estimated delivery time as to when a shipment will arrive at destination, a specific date or time of delivery is not guaranteed unless guaranteed service and/or appointment options have been selected by you at the time of quotation and such options are indicated in the confirmation agreement.

ii. **Guaranteed Service Option:** Guaranteed Service is an option available for most shipments and provides guaranteed delivery at your destination based upon the guaranteed delivery date shown within your confirmation agreement. You must have the trailer loaded with the bulkhead installed or be loaded in its entirety with the bulkhead installed if loading at the service center and call for pickup by 12:00 p.m. local time on the specified pickup date. Your shipment must be picked up at your origin or be loaded in its entirety with the bulkhead installed if loading at a service center by 6:00 p.m. local time on equipment pickup date shown on your confirmation agreement. If the shipment is picked up after 6:00 p.m. on the reserved pickup date, the guaranteed delivery date is no longer applicable. If delivery occurs after the guaranteed delivery date due to delays by ArcBest, personnel or an ArcBest hired service provider, charges will be eligible for a reduction not to exceed one hundred percent (100%) of the total charges at ArcBest's discretion. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, acts of God, terrorism, natural disaster, labor disputes, strikes, protests or your inability to receive a trailer(s) or moving container(s).

iii. **Guaranteed Appointments:** An empty trailer, ReloCube or moving container will be delivered on the date and time shown on your confirmation agreement. You or your Designated Agent must be present when the trailer(s), ReloCube(s) or moving container(s) is dropped or additional fees may apply. If delivery of the empty trailer(s), ReloCube(s) or moving container(s) at origin occurs after the guaranteed appointment time due to delays by the service provider, charges will be eligible for a reduction not to exceed one hundred percent (100%) of the additional Guaranteed Appointment charges at ArcBest's discretion. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, force majeure events, labor disputes, strikes, protests or your inability to receive a trailer(s), ReloCube(s) or moving container(s).

3. **Additional Equipment & Service:** A ramp will be available at most locations and will be delivered with the trailer(s). The maximum weight limit for the ramp is 1,000 lbs. The ramp must be loaded outside the bulkhead wall when returned to the servicing transportation service center. The ramp does not travel with your shipment. If the ramp will not fit into the trailer, place the ramp in a secure

location and notify the local service center or ArcBest. Additional charges will apply as provided in Appendix A hereto if the ramp travels with your shipment to destination due to being loaded inside the bulkhead. If the ramp is not returned to the service provider as provided herein, replacement charges are applicable and provided in Appendix A hereto. You assume all risks in utilizing a ramp and will indemnify, defend and hold harmless ArcBest, personnel and service providers from any and all claims and causes of action for liabilities and damages, including attorneys' fees and litigation costs, caused from your use or your hired or non-hired labor service providers' use of a ramp.

4. **Additional Charges:** Charges are based on the specifics outlined in your confirmation agreement and the bill of lading. The charges are subject to change upon alteration of your schedule or the occurrence of certain events, including, but not limited to: (a) Change in drop date; (b) Change in origin or destination city/zip/location code; (c) Parking fees, fines, or trailer/container tow services; (d) Equipment detention fees; (e) Untimely return of ramp to local service center; (f) Spongy Moth Quarantine (California); (g) Customs delay; (h) Redelivery Charges per redelivery attempt; (i) Trash or boxes left on a trailer or moving container; and (j) Guaranteed Service and/or Appointment options - see Appendix A for all such charges.

5. **Parking and Placement:** You are responsible for arranging and providing a paved accessible location for parking and picking up each requested trailer, ReloCube or other moving container. ArcBest's or the service provider's trailer(s), ReloCube(s) or other moving containers will be spotted at your sole risk at the origin and destination locations. You agree that ArcBest and any other service providers shall have no liability for any damage to personal or real property or improvements arising out of the placement or removal of any equipment, including damage to driveways, landscaping, or parked vehicles. It is your responsibility to obtain permission and/or permits for the placement of the trailer, ReloCube or other moving container at the origin and destination locations, including from federal, state, province and local governments. You will be responsible for payment of any fees or fines, including, but not limited to, parking violations, filing fees, permit fees, towing charges, and related storage charges, real and/or personal property damage charged to ArcBest, carriers and service providers due to your failure to act in accordance with, comply with, or make adequate arrangements for variance from any laws, applicable rules or ordinances as provided herein.

6. **Packing Material, Debris or Trash Removal:** It shall be the responsibility of you to remove packing material, debris or trash from each trailer, ReloCube or other moving container provided to you. A charge as set forth in Appendix A hereto for each 15 minutes or fraction thereof required to perform this removal service will be assessed against you when you request such service or you do not remove packing material, debris or trash from such trailers, ReloCubes or other moving containers utilized by you.

   In addition, if you, your hired or non-hired service providers, or your personal effects and other commodities cause a trailer, ReloCube or other moving container to require professional or extensive cleaning, you will be liable for such costs. If you, your hired or non-hired service providers or your personal effects and commodities causes damage to a trailer, ReloCube or other moving container, you will be liable for such repairs. Any expense incurred in this section will be in addition to all other lawful charges and fees and will be assessed by and owed to ArcBest by you. Upon your request, evidence of payment of removal of packing material, debris or trash, extensive cleaning and/or repairs will be furnished to you by ArcBest.

7. **NO WARRANTIES: ARCBEST, PERSONNEL AND SERVICE PROVIDERS DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, *MERCHANTABILITY, FITNESS FOR ANY PURPOSE*, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE ASSUMED BY YOU. WITHOUT LIMITING THE FOREGOING, ARCBEST, PERSONNEL OR SERVICE PROVIDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE FOLLOWING: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT, INCLUDING BUT NOT LIMITED TO, RAMPS OR ANY OTHER RISKS RELATING TO EQUIPMENT.**

B. Third Party Service

1. **In General:** Third party services may be offered when specialized services are needed for your personal effects and other commodities during transit. Excluding carrier service providers, third party service means a service requiring special skill or equipment not usually possessed by a carrier, including, but not limited to, appliance de-installation/installation, furniture and equipment disassembly/assembly, and crating of any items with a high susceptibility to damage.

2. **When Needed:** In addition to your determination, ArcBest reserves complete discretion to determine whether and when third party service is needed to protect and/or move personal effects and/or other commodities in your shipment safely and such discretion shall be at your costs.

3. **Market Availability:** ArcBest normally selects third party service providers based on a number of factors and at rates that vary and change due to demand for service, availability, location, experience, and service quality.

4. **Service Providers Selected By You:** ANY THIRD PARTY SERVICE PROVIDERS THAT YOU HIRE FOR PACKING, LOADING AND/OR UNLOADING YOUR PERSONAL EFFECTS AND OTHER COMMODITIES, ARE HIRED BY YOU AND NOT ARCBEST. YOU ARE HIRING PACKING, LOADING AND/OR UNLOADING SERVICE PROVIDERS FOR YOUR SOLE BENEFIT AND ARCBEST DISCLAIMS, AND IS HEREBY RELEASED, FROM ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING ANY LOST AND/OR DAMAGE TO YOUR PERSONAL EFFECTS AND/OR OTHER COMMODITIES, CAUSED BY SUCH SERVICE PROVIDERS THAT YOU SELECTED.

VI. Other Rules, Provisions, Terms and Conditions

A. Website Terms and Conditions of Use

By using any 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/.

VII. Rates and Charges

A. Origin and Destination Services:

1. **Accessorial Services:** Accessorial services are services in addition to transportation and storage that require allowances that necessitate additional time to complete.

B. Transportation:

1. **In General:** Most transportation rates are driven by size of shipment, length of transport and supply and demand for transportation service based on specific origin and destinations, direction and time of year.

2. **Spot Rates:** ArcBest generally tries to obtain the best available services that ArcBest can find based on a variety of factors, including rates.

3. **Service Availability:** As with all services, services are based on availability.

4. **Substitute Service:** There are various ways (modes) to transport shipments of personal effects and/or other commodities and many factors such as weather, illness, equipment breakdown, more favorable rates and/or scheduling, shipment consolidation opportunities, etc., can make use of a service provider or mode originally selected to transport your shipment impractical, and ArcBest reserves the right to select suitable service providers and modes to transport your shipment.

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Services:	**Charges:**
Cancellation Fee	$50.00 per service if cancelled within 7 days of service date; $150.00 per service if cancelled on day of service.
Live Load/Unload	$100.00 per hour
Equipment Detention Fee	$250.00 per day per trailer; $150.00 per day per ReloCube or other moving container
Respot or Redrop	$150.00 per occurrence
Redelivery	$150.00 per occurrence
Customs Fees	Unloading, handling and loading: $10.00 per hundred pounds, minimum charge of $215.00 but not exceeding $805. Storage: $2.52 per hundred pounds, $12.69 per shipment per calendar day, subject to minimum of $44.74 per shipment. Inbound Canadian shipments: $62.02 Outbound Canadian shipments: $53.00 Inbound Puerto Rico shipments: $55.34 Outbound Puerto Rico shipments: $30.34
Lost/Stolen Ramp	$2,000.00 per ramp
Debris Removal	$80.00 per occurrence
Certified Weight Tickets	$150.00 per shipment
Shippers Export Declaration (Puerto Rico)	$27.63 per transmission and $69.22 per electronic filing

Exclusive Trailer Use	Rate plus 25%
Ramp Packed in Trailer	$250.00 - $1,000.00, based on time ramp is out of service
Split Pickup at Origin/Stop Off at Destination	$390.00
Storage	ArcBest determined market rate
Additional Liability Coverage	$1.00 per pound per lost or damaged personal effect or other commodity up to a maximum of $20,000 for an added charge of $75.00 $2.00 per pound per lost or damaged personal effect or other commodity up to a maximum of $40,000 for an added charge of $125.00 $3.00 per pound per lost or damaged personal effect or other commodity up to a maximum of $60,000 for an added charge of $175.00