

BEST OVERNITE EXPRESS A. C. FREIGHT SYSTEMS

SCAC CODE BTVP DOT 589562
SCAC CODE: ACFS DOT 514409

RULES TARIFF No. 100

NAMING

CHARGES. RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,
(Except Household Goods)

BETWEEN POINTS IN	AND POINTS IN
THE UNITED STATES and CANADA	THE UNITED STATES and CANADA

This Rules Tariff shall govern the carrier's Bill of Lading unless specifically overridden in a contract signed by the carrier.

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED: January 1, 2008

EFFECTIVE: January 1, 2008

ISSUED BY:
Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206

RULES TARIFF No. 100

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.			
ISSUED: Oct. 29, 2008	1 st Revised	Correction No. 1	EFFECTIVE: Oct. 29, 2008
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For explanation of abbreviations and reference marks not explained on this page, see last page.

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SUBJECT

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For explanation of abbreviations and reference marks not explained on this page, see last page.

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CHECK SHEET

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

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SECTION 1

RULES

ITEM

GOVERNING PUBLICATIONS

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.

This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, NMF 100, supplements thereto and subsequent re-issues thereof..

100

FUEL SURCHARGE

The following table lists the fuel surcharge to be applied given the applicable West Coast On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

105

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below:	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$ 2.00	9.5 %	13.5 %	\$ 3.30	22.5 %	26.5 %
\$ 2.05	10.0 %	14.0 %	\$ 3.35	23.0 %	27.0 %
\$ 2.10	10.5 %	14.5 %	\$ 3.40	23.5 %	27.5 %
\$ 2.15	11.0 %	15.0 %	\$ 3.45	24.0 %	28.0 %
\$ 2.20	11.5 %	15.5 %	\$ 3.50	24.5 %	28.5 %
\$ 2.25	12.0 %	16.0 %	\$ 3.55	25.0 %	29.0 %
\$ 2.30	12.5 %	16.5 %	\$ 3.60	25.5 %	29.5 %
\$ 2.35	13.0 %	17.0 %	\$ 3.65	26.0 %	30.0 %
\$ 2.40	13.5 %	17.5 %	\$ 3.70	26.5 %	30.5 %
\$ 2.45	14.0 %	18.0 %	\$ 3.75	27.0 %	31.0 %
\$ 2.50	14.5 %	18.5 %	\$ 3.80	27.5 %	31.5 %
\$ 2.55	15.0 %	19.0 %	\$ 3.85	28.0 %	32.0 %
\$ 2.60	15.5 %	19.5 %	\$ 3.90	28.5 %	32.5 %
\$ 2.65	16.0 %	20.0 %	\$ 3.95	29.0 %	33.0 %
\$ 2.70	16.5 %	20.5 %	\$ 4.00	29.5 %	33.5 %
\$ 2.75	17.0 %	21.0 %	\$ 4.05	30.0 %	34.0 %
\$ 2.80	17.5 %	21.5 %	\$ 4.10	30.5 %	34.5 %
\$ 2.85	18.0 %	22.0 %	\$ 4.15	31.0 %	35.0 %
\$ 2.90	18.5 %	22.5 %	\$ 4.20	31.5 %	35.5 %
\$ 2.95	19.0 %	23.0 %	\$ 4.25	32.0 %	36.0 %
\$ 3.00	19.5 %	23.5 %	\$ 4.30	32.5 %	36.5 %
\$ 3.05	20.0 %	24.0 %	\$ 4.35	33.0 %	37.0 %
\$ 3.10	20.5 %	24.5 %	\$ 4.40	33.5 %	37.5 %
\$ 3.15	21.0 %	25.0 %	\$ 4.45	34.0 %	38.0 %
\$ 3.20	21.5 %	25.5 %	\$ 4.50	34.5 %	38.5 %
\$ 3.25	22.0 %	26.0 %	\$ 4.55 and over	Add 0.5% for each 5 cent increment	

The fuel surcharge may be higher than published. As conditions necessitate, Carrier reserves the right to assess an emergency fuel surcharge. In the event this surcharge is implemented, consignees and consignor will be advised by written notification, website, or as a separate item on the delivery receipt or invoice.

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

DEFINITIONS

110

- (1) The term "Carrier", as used herein, means either Best Overnite Express or A.C. Freight Systems.
- (2) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (3) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (4) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (5) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (6) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (7) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (8) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (9) The term "Legal Holiday" as used herein is defined as:
 - 📅 New Years Day – Jan. 1
 - 📅 Presidents' Day – The 3rd Mon. in Feb.
 - 📅 Memorial Day – The last Mon. in May
 - 📅 Independence Day – July 4
 - 📅 Labor Day – The 1st Mon. in Sept.
 - 📅 Thanksgiving Day – The 4th Thurs. in Nov.
 - 📅 Day after Thanksgiving Day
 - 📅 Christmas Eve – Dec. 24
 - 📅 Christmas Day – Dec. 25

📅 When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

Accessorial services performed on holidays are at **150%** of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

APPLICATION of TARIFF

The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.

150

APPLICATION of RATES, GENERAL

Except as otherwise specifically provided, rates referencing this Tariff:

- 1: Are named in cents per unit specified;
- 2: Include one pickup and/or delivery for each shipment;
- 3: Do NOT include loading into NOR unloading from carrier's equipment.;
- 4: Are for truck and driver ONLY;
- 5: Are named and payable in lawful money of the United States;
- 6: Do NOT include the return of pallets or dunnage;
- 7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named;
- 8: Do NOT include traveling over unpaved roads;
- 9: Are for shipments of 6 pallets or less and/or 10,000 lbs. or less, or utilization of less than 12 linear feet of trailer space.
- 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.)

160

ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES

The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. **When not addressed elsewhere** in this publication, **110%** of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:

- 1: Port or rail head charges;
- 2: Bridge, ferry, road, tunnel and turnpike tolls or charges
- 3: Transceiver "Fax" fees or electronic mail access fees.

300

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

BILL of LADING, GENERAL

360
▲

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

§ Any party requesting a copy of a particular Bill of Lading will be assessed \$5.00.

Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

CANCELING ORIGINAL and REVISED PAGES, METHOD of

When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 and also 2nd Revised Page 2 as well as any earlier version of Page 2.

EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.

382

CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT

The minimum weight specified applies in connection with each vehicle used to transport the shipment.

That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which can not be loaded into said vehicle will be charged for as a separate shipment.

390

CHASSIS – OBTAINING of

When carrier is requested to obtain a chassis or a container unit at a place other than the location of the container unit, a charge of **\$35.00** will be assessed for each such chassis obtained. Such charge will be in addition to all other applicable charges and will be assessed against the consignor. The provisions of this Item do NOT obligate the carrier to obtain chassis, if such chassis are not available.

406

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SECTION 1

RULES

ITEM

CLAIMS and OVERCHARGES

407

As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:

- 1: Such claims 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 or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims.
- 2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff.
- 3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market.
- 4: Suits for overcharges shall be instituted against any carrier no later than **18 months** from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid.
- 5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid.
- 6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid.
- 7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business.
- 8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business.

This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.

C.O.D. (Collect On Delivery) SHIPMENTS

430

- 1: Collect on Delivery "COD" shipments will be accepted subject to a charge of **3.5% of the COD amount** collected, subject to a minimum charge of **\$25.00** per freight bill. Charges for collecting and remitting COD amounts will be assessed the party paying the freight charges.
- 2: The letters "COD" must be stamped, typed or written on all bills of lading and shipping orders in **RED letters at least 1 inch in height and ¼ inch thickness of stroke**. Carrier shall NOT be required to collect COD charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding COD collection.
- 3: Cash only COD shipments must have prior authorization from carrier before shipment is tendered to carrier.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

COLLECTION & PAYMENT of CHARGES

- 1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within **15 days** from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within **30 days** from the date on the carrier's invoice.
- 2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of **\$20.00** per check so rejected.
- 3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.
- 4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and **regardless of whether legal proceedings are instituted**. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.
- 5: This shall be applied **ONLY** to the non-payment of original, separate, or independent freight bills and shall **NOT** apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.
- § 6. Carrier reserves the right to rebill/rerate shortpaid, unpaid, or delinquent bills at a 0% discount to any party listed on the Original Bill of Lading.

435

COLON, EXPLANATION and USE of

Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

450

CONVENTIONS / EXHIBITION CENTERS

Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional delivery charge of **\$ 150.00 and an hourly fee of \$85.00 per hour**, or fraction thereof after one hour, from the first to the last minute of delivery. No free time is allowed.

455



CROSS DOCK FEE

When Carrier provides Cross Dock service, such service will be furnished at **\$45.00 per hour, subject to a Minimum Charge of \$45.00**, for the account of the shipper or consignee.

457



CUSTOMS BOND SHIPMENTS

- 1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of **\$80.00** per shipment will be assessed.
- 2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.

460

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1

RULES

ITEM

DEADHEAD MILEAGE CHARGE

When vehicles are not available in the immediate vicinity of the point of origin of a shipment, when requested by the shipper or consignee, carrier will move the nearest available equipment meeting the shipment's requirements to the point of origin. Mileage between the location of the available equipment at time of dispatch and the shipment's point of origin will be charged for at **\$2.50 per mile**. This "Deadhead Mileage Charge" will be in addition to all other applicable rates and charges.

Charges named in this Item may be waived at the carrier's sole discretion. Billing which does NOT refer to an otherwise applicable Deadhead Mileage Charge shall indicate that this charge has been waived.

470
▲DEBRIS REMOVAL

When Carrier is required to remove non-palletized debris (such as appliances or boxes), from trailer, delivery location or shipment origination/destination, Carrier will charge **\$30.00** per item/package/box, subject to a Minimum Charge of **\$50.00**

480
\$DELIVERY at DESTINATION WITHOUT RECEIPT

When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.

485

DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS and SUBSISTENCE CHARGES1: **LOADING and UNLOADING**

At Carrier's discretion, rates referencing this Rules Tariff include thirty (30) minutes hours for loading or waiting to load and thirty (30) minutes for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded one (1) hour free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of **\$75.00 per hour or fraction thereof**.

2: **FERRY and GENERAL DELAY in TRANSIT**

Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of one (1) hour free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.

3: **UNPAVED ROADS**

This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.

4: **CUSTOMS DELAYS**

This same charge will apply on all delays in excess of one (1) hour when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.

5: **OVERNIGHT DRIVER SUBSISTENCE CHARGE**

When, for their sole convenience, the shipper or consignee requests that the carrier hold a driver and truck unit overnight for loading or unloading the following day at a location that precludes the driver's return to his terminal that evening, the party requesting said service will pay a driver subsistence charge in the amount of **\$250.00**.

500
▲DETENTION WITHOUT POWER UNITS

1: All charges incurred due to the detention of chassis containers will be billed against the shipment.

2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at **\$40.00** per each day of 24 hours or fraction thereof.

510

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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SECTION 1

RULES

ITEM

DISCOUNTS, COURTESY

Carrier will provide a courtesy discount of 40% on all rates and charges in this tariff to those consignors and consignees not covered by specific transportation or contractual agreements with Carrier. In no case will the Minimum Charge be less than \$55.00.

This discount will be subject to the following payment provisions:

In the event charges are not paid by the debtor within thirty (30) days after invoice date, the discount named herein will be reduced to 0%. In the event charges are not paid by the debtor within 60 days of the invoice date, 100% of the discount named herein will be cancelled, thereby leaving the full charges as indicated on the invoice to be due and payable.

512
▲

EMERGENCY TRIP

When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall charge **\$4.25 per one-way mile** if such computation creates a greater charge than that otherwise provided.

Charge is for line haul ONLY, including driver, and does NOT include other services.

Loading, unloading, delays, dismantling, and other accessorial services shall be charged at **\$75.00 per hour**. Extra labor shall be charged for as provided in Item covering Extra Labor or Extra Drivers. Time shall be recorded to the nearest unit of 6 minutes (1/10 hour).

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper:

“EMERGENCY TRIP AGREED TO BY: _____ SHIPPER”

NOTE 2: Rates in this Item are subject to a **Minimum Charge of \$275.00**.

515
▲

EQUIPMENT – ORDERED BUT NOT USED

In the event equipment is ordered for a specific shipment or job, requestor will be assessed **\$350.00** in addition to all other applicable charges.

517
§

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..

520

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206**

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SECTION 1

RULES

ITEM

EXCLUSIVE USE of VEHICLE

550

When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item will be billed at the applicable maximum legal carrying capacity of the vehicle for which the request is made or which is required to transport the shipment, whichever is greater.

"EXCLUSIVE USE OF VEHICLE REQUESTED BY _____ SHIPPER"

EXTRA DRIVERS in SLEEPER CAB SERVICE

560

When at the request of the shipper or the consignee, the carrier furnishes an extra driver to make up a sleeper team, such extra driver will be provided at an additional charge of **thirty (30¢) cents per mile**, in addition to all other applicable rates and charges.

EXTRA LABOR

561

Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.

At each location where extra labor is used, the charge therefor will be as follows:

DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 60 00	\$150.00
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 85.00	\$150.00
Weekends & Legal Holidays (As defined in Item 110)	\$ 85.00	\$250.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

FORKLIFT

**563
\$**

When, at the request of the shipper or the consignee, Carrier provides the use of a forklift truck, such equipment will be furnished at **\$45.00 per hour, subject to a Minimum Charge of \$45.00**, for the account of the shipper or consignee. If Carrier's personnel are required to operate such equipment, additional charges may be incurred.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206**

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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SECTION 1

RULES

ITEM

FRACTIONS, DISPOSITION OF

- 1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.
- 2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.
- 3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.
- 4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:
- A: Fractions of less than one-half ($\frac{1}{2}$) cent will be dropped.
- B: Fractions of one-half ($\frac{1}{2}$) cent or greater will be increased to the next whole cent.

565

HAZARDOUS MATERIALS HANDLING

Carrier may add an additional 10% to the freight charge on shipments containing Hazardous Materials, subject to a \$25.00 Minimum Charge per shipment.

568

IMPRACTICABLE OPERATIONS

Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots.

In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.

Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.

570

INSIDE DELIVERY

Carrier will assess an Inside Delivery Fee of **\$ 4.10 per cwt.**, subject to a **\$ 45.00 Minimum Charge and a \$ 300.00 Maximum Charge** per shipment. This applies when Carrier delivers a shipment or portions of a shipment to positions that are located 30 feet or more from the delivery door.

For pickup or delivery made above or below the entry floor, add **\$45.00 per carry for each flight**. One "Flight" shall be defined as either A) one inside movement from one complete floor to the next floor or story or B) one elevator trip.

§ 571

INTERNATIONAL BORDER CROSSINGS UNDER DISTANCE RATES

On shipments moving exclusively under distance rates, an additional charge of **seven (7) cents per 100 pounds** will be added to rates for the movement of cargo across international borders.

572

For explanation of abbreviations and reference marks not explained on this page, see last page.

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SECTION 1	
RULES	ITEM
<u>LICENSES – TEMPORARY HIGHWAY</u>	
<p>When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.</p>	575
<u>LIFTGATE PICK-UP OR DELIVERY</u>	
<p>When customer requests liftgate service, Carrier will charge \$ 4.10 per cwt., subject to a \$ 45.00 Minimum Charge and \$ 300.00 Maximum Charge.</p>	590 \$
<u>LIMITATION of LIABILITY</u>	
<p>Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.</p> <p>Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or \$1.00 per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of \$0.50 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$0.50 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$0.50 per pound. Carrier's maximum liability per occurrence shall not exceed \$5,000.00.</p> <p>The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole. In case of loss or damage to a portion of a shipment the amount recoverable will be the released value multiplied by the gross weight of the article or package, but not more than the actual loss or damage.</p> <p>Shippers declaring valuation in excess of \$ 1.00 per lb. will be assessed line haul charges of ▲ 3.5% of the declared value in addition to regular charges. Released valuations in excess of \$ 1.00 per pound must be specifically and prominently shown on shipping documents and either the term "Released value not exceeding" or the abbreviation "RVNX" may be used, followed by the total released value or released value per pound, in dollars and cents, together with the actual weight applicable to such released valuations.</p> <p>Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed \$0.50 per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.</p> <p>Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.</p> <p>Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.</p>	600 ▲
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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SECTION 1

RULES

ITEM

LUMPER CHARGES

Lumper charges are assessed as per the total charges on the lumper receipt and are in addition to all other applicable charges.

610
§MARKING, TAGGING, SORTING or SEGREGATING FREIGHT

Upon the instructions of the shipper or consignee, the carrier will alter the markings, tags or physical sorting of freight subject to an additional charge of **\$.45** per carton or item or piece (whichever is greater).

620
▲MIXED SHIPMENTS

Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.

642

NOTIFICATION PRIOR TO DELIVERY / APPOINTMENT

When Carrier is requested to notify or make an appointment with consignee prior to delivery, or when a consignee requests/requires notification or an appointment prior to delivery, an additional charge of **\$ 11.75** per shipment will apply and be billed to the party responsible for the linehaul charges on the bill.

655
§OVER DIMENSION FREIGHT

All Over Length or Over Width shipments are subject to spot quotes when using non-standard pallets.

670
▲

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Irwindale, CA 91206

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.	
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SECTION 1	
RULES	ITEM
<p align="center"><u>PAYMENT of FREIGHT CHARGES</u></p> <p>Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.</p> <p>See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.</p>	720
<p align="center"><u>PERMITS, SPECIAL</u></p> <p>When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus \$30.00 for the account of the shipper or consignee.</p>	740
<p align="center"><u>PICKUP or DELIVERY ABOVE or BELOW the ENTRY FLOOR</u></p> <p>For pickup or delivery made above or below the entry floor, add \$45.00 per carry for each flight. One "Flight" shall be defined as either:</p> <p>A: One inside movement from one complete floor to the next floor or story; or</p> <p>B: One elevator trip.</p>	751
<p align="center"><u>PICKUP or DELIVERY at AIRPORTS</u></p> <p>Carrier shall charge an additional \$50.00 for pickup or delivery service at an airport.</p>	753 §
<p align="center"><u>PICKUP or DELIVERY OUTSIDE of NORMAL BUSINESS HOURS</u></p> <p>Carrier's normal business hours are 8:00 AM to 5:00 PM, Monday through Friday.</p> <ol style="list-style-type: none"> The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service outside of normal business hours, including service on Saturdays, Sundays, or Holidays. Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays or Sundays at an additional \$ 320.00 per pickup or delivery; Holiday pickup or delivery service shall be charged at \$350.00 per pickup or delivery. Carrier may perform pickup or delivery prior to 8:00 AM for an additional charge of \$200.00 Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made. See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays. 	754 ▲
<p align="center"><u>PILOT or FLAG CAR SERVICE</u></p> <p>When the use of a pilot or flag car(s) is required in the transportation of a shipment, such car(s) and driver(s) shall be furnished by the shipper or consignee, except that, if requested by the shipper or consignee, carrier will arrange for such pilot or flag car(s) and will advance the cost to the carrier for such service, plus \$15.00 for the account of the shipper or consignee.</p>	760
<p align="center">For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
<p align="center">ISSUED BY: Traffic Department 406 Live Oak Ave. Irwindale, CA 91206</p>	

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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SECTION 1

RULES

ITEM

PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment:

- A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.
- B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.
- C: Livestock and household pets will NOT be accepted for transportation.
- § D: Any item which must be driven or rolled onto a trailer. In the even such an item gets loaded, it will be transported at a zero (0) released value, holding carrier blameless of all liability.

Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.

780
▲

PROOF of DELIVERY

The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of **\$5.00** per Proof of Delivery "POD" request.

784
▲

PROTECTION from HEAT or COLD

Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.

810

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206**

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SECTION 1	
RULES	ITEM
<u>REDELIVERY, RETURN SHIPMENTS, and STORAGE</u>	
<p>1: Shipments which can not be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.</p> <p>2: In the event that redelivery is subsequently accomplished, an additional charge of \$75.00 will be assessed, except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.</p> <p>3: 24 hours after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.</p> <p>▲4. Carrier reserves the right to charge 50% of the original charges for a Redelivery, or rated from the delivery terminal to the ultimate destination. Application of redelivery charges are at the sole discretion of the Carrier.</p>	860
<u>REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.</u>	
<p>Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.</p> <p>When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.</p>	870
<u>RESIDENTIAL PICK-UP or DELIVERY</u>	
<p>For Residential Pick-up or Delivery service, Carrier will charge \$ 4.10 per cwt., subject to a \$ 45.00 Minimum Charge and \$ 300.00 Maximum Charge.</p>	877 \$
<u>REWEIGHING</u>	
<p>Rates referencing this Tariff do NOT include the cost of reweighing shipments. Such reweighing charges will be advanced by Carrier and listed as a separate item at carrier cost plus \$15.00 on the freight bill.</p>	880 \$
<u>SHIPPER'S LOAD and COUNT – SL&C</u>	
<p>When containers or trailers are loaded by shipper and sealed, carrier will accept same as "Shipper's Load And Count" and the receipt shall be so marked. The shipper will be responsible for damages resulting from improper loading, packaging, or mixing of articles in containers or vans and for any subsequent discrepancy in count. Shipper will be responsible for damage to the interior of the container or van resulting from improper loading, bracing or packaging. All claims for such damage to the interior of the container are the responsibility of the shipper or consignee.</p> <p>When shipments are tendered to the carrier in sealed form, such as on shrink wrapped pallets, on papered or shrouded pallets, in banded cartons or bundles, or with similar preparation, the carrier will sign for ONLY the number of pallets, bundles or other such Macro-Units tendered, hereafter defined as "Macro-Units". The carrier will NOT be liable for loss or miscount of component units that comprise the Macro-Units for which the carrier has signed. When shipments are so tendered, it shall be the shipper's responsibility to sufficiently secure components for safe coherent transport. Delivery of the requisite number of Macro-Units shall be considered proper fulfillment of the carrier's obligations and so limit the carrier's liability for the shipment transported.</p>	884
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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SECTION 1

RULES

ITEM

SINGLE SHIPMENT FEE

A single shipment of fewer than 500 pounds picked up at one time and place unaccompanied by any other shipment from the same pickup site will be subject to a single shipment pickup charge of **\$15.00** in addition to all other applicable charges.

888
§SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS

Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at **carrier cost plus 10%** on the freight bill. (Also see Item 300 of this Rules Tariff)

890

STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, DIVERSION, and RECONSIGNMENT:

- 1: When confirmed in writing to the carrier, Prepaid shipments, NOT subject to COD collection, may be stopped in transit to complete loading or to partially unload, ▲subject to 30 minutes of free time. Charges will be based on the rate on the greatest weight for any portion of the entire movement.
- 2: "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.
- 3: "Reconsignment" or "Diversion" meaning a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery will also be subject to the charges named herein.
- 4: Charges will be assessed on the basis of the through rate from point of origin to final destination. ▲Carrier shall charge a \$10.00 reversal fee if no delivery attempt has been made and if shipment has not moved on linehaul. If line haul move has been made, rate is from current terminal location to final destination.

"Excess Mileage" shall be defined as the mileage from point of origin to diversion point, plus the mileage from diversion point to final destination, minus the direct mileage from point of origin to final destination, computed using the carrier's "Mileage Guide" listed in Item 100 of this Rules Tariff.
- 5: When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500 of this Rules Tariff.

900
▲STORAGE

Carrier will store freight at **\$ 1.50 per cwt per 24 hrs.**, subject to a **Minimum Charge of \$ 45.00 per day**. Storage charges shall commence after 48 hours of free time.

905
§SUMMARY INVOICES

At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.

910

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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SECTION 1

RULES

ITEM

TARPING CHARGE

930

Truckload shipments loaded in open top or flatbed vehicles, moving under rates and provisions referencing this Tariff, will be tarped by this carrier. The following Tarp Charges shall be made for each vehicle so tarped, (See Exception). Load specification will determine the style of tarp used:

TARP STYLE	VEHICLE TARP CHARGE
14 Foot X 28 Foot – “Steel Tarps”	\$ 35.00
26 Foot X 29 Foot – “Machinery / Lumber Tarps”	\$ 50.00

EXCEPTION: When the shipper places a notation on the Bill of Lading, either that the shipper will tarp the shipment or that the shipment does NOT require such protection, this charge will NOT apply.

VEHICLES FURNISHED, BUT NOT USED

985

When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment’s next pickup point or hometown terminal, whichever is nearer, at a rate of **\$1.50 per mile**, subject to a **Minimum Charge of \$150.00**.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
Traffic Department
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Irwindale, CA 91206

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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SECTION 1

RULES

ITEM

DIMENSIONAL WEIGHT, COMPUTATION of

Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are state to be assessed on the basis of **Cubic Dimensional Weight – CDW**, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.

990

A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.

B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:

$$\text{Length (in inches) X Width (in Inches) X Height (in inches) } \div 194 = \text{CDW}$$

WEIGHTS – GROSS WEIGHTS USED

Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.

991

When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus **\$25.00**.

WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS

Rates referencing this Tariff are subject to a minimum weight of **714** pounds per lineal foot or fraction thereof of trailer space occupied.

992

WEIGHT in the CALCULATION of PALLET RATES

In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit of fraction thereof.

993

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Traffic Department
406 Live Oak Ave.
Irwindale, CA 91206

A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

ISSUED: ☒	Original Page	Correction No. 0	EFFECTIVE: ☒
SECTION 2			ITEM
BILLS of LADING			2100

BILL of LADING CONTRACT TERMS and CONDITIONS:

Sec. 1. (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay 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 impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with **reasonable dispatch**. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(b) 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) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, **PROVIDED**, that the carrier 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 by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier 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 the carrier's provisions in effect, shall start no sooner than the **next business day** following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within **48 hours** of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within **10 days** of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of 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 the carrier has attempted to follow the procedures 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 the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

(Continued on next page)

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BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded

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 on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or the 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 shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper 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 shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due upon delivery shall be 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 the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier's bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Sec. 8. If the carrier's 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 common law or bill of lading liability shall be considered a part of the carrier's bill of lading as fully as if the same were written on or made in connection with the carrier's 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 carrier 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.

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SECTION 3

EXPLANATION OF ABBREVIATIONS USED IN TARIFFS

AKA Also Known As	LBS. Pounds
Bbl(s) Barrel(s)	LCL Less Than Container Load
C. Hundred Pounds	LTL Less Than Truck Load
CDW Cubic Dimensional Weight or Dimensional Weight	M. Thousand Pounds
Chg(s) Charge(s)	MAX. Maximum
C.O.D. Collect on Delivery	MIN. Minimum
Conc. Concluded	NMFC National Motor Freight Classification
Cont. Continued	NOI Not Otherwise Indicated in This Tariff
CWT ... Cents per Hundred-Weight / Cents per 100 Pounds	NOS Not Otherwise Specified in This Tariff
F.C.C.O.D. Freight Charges Collect on Delivery	POD Proof of Delivery
FF Folded Flat	REV. Revision
FPO Fleet (Naval) Post Office	RS or L Other Articles Rated Same or Lower
Gr. Group	SCAC Standard Carrier Alpha Code
Incl. Inclusive	SL&C Shipper's Load and Count
KD Knocked Down	TL Truckload
KDF Knocked Down Flat	Viz. Namely
	Vol. Volume
	WT Weight
	MIN. Minimum

EXPLANATION OF REFERENCE MARKS USED IN TARIFFS

◆ Reduction	▲ Denotes changes in wording which result in neither increases nor reductions in charges
◆ Increase	● No Increase
§ Addition	■ Page without substantive change.
<input checked="" type="checkbox"/> Same Issued Date as Original Title Page	<input checked="" type="checkbox"/> Same Effective Date as Original Title Page
< Less Than	> Greater Than
<= Less Than or Equal to	>= Greater Than or Equal to

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A.C. FREIGHT SYSTEMS, INC. / BEST OVERNITE EXPRESS, INC.

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1st Revised

Correction No. 19

EFFECTIVE: Oct. 29, 2008

SUMMARY TABLE

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
C.O.D. (Collect on Delivery)	3.5% of collection	\$ 25.00	430
Chassis, Obtaining of	\$ 35.00 per chassis	\$ 35.00	406
Cross Dock Fee	\$ 45.00 / hour	\$ 45.00	\$ 457
Customs Bond Shipments	\$ 80.00 per shipment	\$ 80.00	460
Deadhead Mileage	\$ 2.50 per mile	Must see Item	470
Detention or Delay	\$ 75.00 / hour after free time	\$ 75.00	500
Detention Without Power Units	\$ 40.00 / 24 hrs after 24 hrs	\$ 40.00	510
Forklift	\$ 45.00 / hour	\$ 45.00	\$ 563
Hazardous Materials Charge	10 % surcharge to freight charge	\$ 25.00	568
Liftgate Pickup or Delivery	\$ 4.10 / CWT	\$45 MIN, \$ 300 MAX	\$ 590
Marking, Tagging, Sorting of Freight	\$.45 / article		620
Notification Prior to Delivery	\$ 11.75 / shipment	\$ 11.75	\$ 655
Overnight Driver Subsistence Charge	\$ 250.00	\$ 250.00	500
Permits, Special	Cost plus \$ 30.00 per permit	Cost plus \$ 30.00	740
Pickup or Delivery Above or Below Entry Floor	\$ 2.60 per carry per stair flight	\$ 2.60	751
Pickup or Delivery - Airports	\$ 50.00 / pickup or delivery	\$ 50.00	\$ 753
Pickup or Delivery on Saturdays, Sundays, Holidays	\$ 320.00 per P/U or Delivery	(Also See Item 110)	754
Pilot or Flag Car Service	Cost plus \$ 15.00	Cost plus \$ 15.00	760
Proof of Delivery after 1 free POD / shipper / month	\$ 5.00 per POD	\$ 5.00	784
Redelivery, Return Shipments, and Storage	\$ 75.00 per Redelivery Attempt	Must see Item	860
Residential Pickup or Delivery	\$ 4.10 / CWT	\$ 45.00	\$ 877
Reweigh	Cost + \$ 15.00	Cost plus \$ 15.00	\$ 880
Single Shipment Fee	\$ 15.00	\$ 15.00	\$ 888
Special Services	Cost + 10%	Must see Item	890

EXTRA LABOR DAYS - HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN	561
Monday - Friday, 8 AM to 5 PM	\$ 60 00	\$ 150.00	
Monday - Friday, 5 PM to 8 AM	\$ 85.00	\$ 150.00	
Weekends & Legal Holidays, (See Item 110)	\$ 85.00	\$ 250.00	

☐ This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

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