

AAA TRUCKING & WAREHOUSING CORPORATION

AAAT-100

LOCAL FREIGHT TARIFF CIRCULAR

Naming

**RULES, RATES AND CHARGES,
AND OTHER PROVISIONS GOVERNING
MOTOR COMMON CARRIER SERVICES
and the Handling of Freight
as further described herein.**

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Issued by:
Sales & Pricing Development Department
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Hillsborough, NJ 08844
(908) 231-8181

For Governing Publications, See Item 100

For Carrier's Operating Authority, See Item 650

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BILLING – INTERLINE SERVICE

1. Customers will be presented with one joint-line freight bill.
2. Prepaid shipments received by AAA Trucking Corp. and interchanged from a connecting carrier and delivered by AAA TRUCKING CORP. to the consignee at a point shown as an AAA TRUCKING CORP. direct service point will be invoiced by the connecting carrier direct to the shipper for the full charges.
3. Prepaid shipments received by a connecting carrier and interchanged from AAA TRUCKING CORP. and delivered by connecting carrier will be invoiced by AAA TRUCKING CORP. to the shipper for the full charges.
4. Collect shipments received by AAA TRUCKING CORP. and interchanged from a connecting carrier and delivered by AAA TRUCKING CORP. to the consignee at a point shown as a AAA TRUCKING CORP. direct service point will be invoiced by AAA TRUCKING CORP. direct to the consignee for the full charges.
5. Collect shipments received by a connecting carrier and interchanged from AAA TRUCKING CORP. and delivered and delivered by connecting carrier will be invoiced by connecting carrier to the consignee for the full charges.
6. Third party bill to shipments for a customer by another customer (excluding payment services) will be treated as a prepaid shipment and will be invoiced by the originating carrier direct to the third party payor for the full charges.
7. Shipments tendered on a government bill of lading will be treated as a prepaid shipment and will be invoiced by the originating carrier.

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C. O. D. SHIPMENTS

Except as otherwise provided herein, Collect on Delivery (C. O. D.) shipments will be accepted subject to the rules, provisions, and restrictions set forth in the governing classification. (See the provisions of Item 185 of this tariff.)

The charges for collecting and remitting the amount of each C. O. D. bill to be collected on shipments consigned C. O. D. will be the responsibility of both the party requesting C. O. D. service and the party responsible for payment of the freight bill, provided that the charge shall only be collected once. C. O. D. charges shall be in addition to all other applicable charges and shall be determined as follows:

Amount Collected			Amount Collected		
<u>OVER</u>	<u>NOT OVER</u>	<u>CHARGE</u>	<u>OVER</u>	<u>NOT OVER</u>	<u>CHARGE</u>
\$0.00	\$350.00	\$15.00	\$650.00	\$700.00	\$20.21
\$350.00	\$400.00	\$16.17	\$700.00	\$750.00	\$20.90
\$400.00	\$450.00	\$16.85	\$750.00	\$800.00	\$21.56
\$450.00	\$500.00	\$17.52	\$800.00	\$850.00	\$22.24
\$500.00	\$550.00	\$18.19	\$850.00	\$900.00	\$22.92
\$550.00	\$600.00	\$18.87	\$900.00	\$950.00	\$23.57
\$600.00	\$650.00	\$19.54	\$950.00	\$1000.00	\$25.00

For amounts collected in excess of \$1000.00

C. O. D. charges for amounts collected in excess of \$1,000.00 should be computed at the ratio that \$25.00 bears to \$1,000.00, subject to a maximum fee of \$125.00. C. O. D.'s over \$5000.00 will not be accepted. C. O. D.'s over \$5000.00, if inadvertently accepted, will be subject to a maximum liability of \$5000.00.

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Item 382 **CANCELING ORIGINAL AND REVISED PAGES**

Unless otherwise provided, amendment or cancellation of a page in this tariff or other loose-leaf tariffs of carrier will be made by reprinting the page and showing a new effective date. A revised page cancels any page bearing the same page number.

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CAPACITY LOADS

- a. A separate bill of lading and shipping order must be used for each truckload shipment and, except as otherwise provided in paragraph (d), in no case may a shipment be tendered as a single truckload where the shipment exceeds the carrying capacity of the vehicle used for pickup.
- b. Except as otherwise provided in paragraph (c) or (d), each truckload shipment will be assessed freight charges based on the applicable truckload rate and minimum weight (or actual weight if greater) but not less than the rate for 40,000 pounds as determined at the 40,000 pound minimum weight.
No discount shall apply on rates stated at 40,000 pounds.
- c. Each and every standard truck bearing a capacity load (Note A) of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, whichever is greater.
- d. When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the truckload minimum weight and rate applicable thereto, except that the last vehicle carrying the excess will be assessed freight charges based on its actual weight and at the truckload minimum weight rate applied on the capacity load (Note B).

NOTE A: The term "Capacity Load" as used herein shall mean:

1. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
2. The quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight, requires the entire capacity of a standard vehicle; or
3. The quantity of freight that can be legally loaded in or on a vehicle because of weight or size limitations of state or other regulatory body.

NOTE B:

A master bill of lading may be issued to cover the entire weight of the shipment, and in addition thereto, a memorandum bill of lading must be issued covering each truck used to transport the shipment or, in lieu thereof, separate bills of lading may be issued covering each truck used. In either case, such bill of lading must show the weight loaded on the truck, as well as the total weight of the shipment, together with proper cross reference to the master bill of lading, if issued, or reference to a part lot number, or other designation, indicating that each such part lot is part of a single shipment.

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Item 185 **COLLECTION OF C. O. D. SHIPMENTS - CARRIER RESPONSIBILITY IS LIMITED**

Carrier may, but shall not be required, to collect C. O. D. amounts in cash or certified funds and shall not be liable for the collection of the C. O. D. amount whenever any of the following conditions apply:

1. When shipper fails to mark the Bill of Lading, Shipping Order, and packages in compliance with paragraphs (a) and (b) of this Item:
 - a. Shipments must be tendered on "Uniform Straight," "Straight Bill of Lading - Short Form," or "Straight" Bill of Lading forms as shown in the governing classification.

The letters "COD" or "C. O. D." must be conspicuously stamped, typed, or written on all Bills of Lading and Shipping Orders immediately before name of consignee;

OR,

"COD" in red letters at least one (1) inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders.

Only one (1) C. O. D. amount may be shown and may not be subject to change dependent upon time or condition of payment. The name and street and post office address of consignor and consignee must be shown on the bill of lading and shipping order. On straight bills of lading (short form), there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks, and exceptions, the following information:

Collect on Delivery, \$ and remit to:

Street

City

ZIP code

C. O. D. Charge to be paid by:

- b. Each package must be plainly marked, labeled, or tagged by consignor showing letters C. O. D. and the name and address of consignor and consignee in accordance with the governing classification.
2. When the carrier inadvertently fails to collect the proper C. O. D. amount and the shipper fails to file a claim for same within thirty (30) days of the shipment's delivery.
3. Where a check, bank draft, or money order is received in payment of C. O. D. amount or amounts and is subsequently dishonored.
4. When the C. O. D. amount is over \$5000.00.
5. When the C.O.D. collection fee is waived.

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Item 470 **CONTROL AND EXCLUSIVE USE OF VEHICLES**

- a. Exclusive use of a vehicle will be allowed on request of the shipper or consignee for the transportation of a shipment. Charges will be computed at the published class rate shown in AAA 6671-VWR subject to a minimum of 10,000 pounds at the applicable Class 100 rate. No discount shall apply to rates or charges used on shipments rated pursuant to this Item.
- b. Each bill of lading or freight bill covering a shipment, for which exclusive use of vehicle is provided, will be marked or stamped as follows:
"EXCLUSIVE USE OF VEHICLE ORDERED BY SHIPPER OR CONSIGNEE."

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Item 986 **CORRECTED BILLS OF LADING – DIRECT SERVICE**

Any changes made to the original bill of lading will be subject to an additional charge of \$10.00 each time a change is made at the request of Shipper and/or Consignee. Changes shall include, but not be limited to shipment terms, description, weight, etc. This charge shall be in addition to all other charges and will not be subject to discount, loading or unloading allowances. All changes must be in writing in the form of a letter on the Shipper's letterhead, or a Corrected Bill of Lading. No changes will be accepted that increase carrier's liability regarding loss or damage.

Changes to shipment terms, shipper, (origins and destinations included) description, pieces and/or weight can be made by the Shipper (Shipper) within thirty days after the shipment has been accepted by the Carrier.

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading from the shipper. After a shipment has been delivered, requests for reversal of charges must be received in writing by the party (shipper or consignee) assuming responsibility for payment. Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper and only before payment has been received based on the terms of the original bill of lading. The new debtor must have established credit with carrier.

Corrected bills of lading will not be accepted on COD shipments. Corrected bills of lading may not be accepted when submitted more than 15 days after delivery date.

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Item 987 **CORRECTED BILLS OF LADING – INTERLINE SERVICE**

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt, and approval by AAA Trucking Corp., of a corrected bill of lading from the shipper.

After a shipment has been delivered, requests for reversal of charges will not be honored.

Note: AAA TRUCKING CORP. will not accept corrected bills of lading on COD shipments.

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DEFINITIONS

1. A shipment is a quantity of freight received from one shipper, at one place at one time for one consignee at one destination and covered by one bill of lading.
2. The term "carrier's terminal" or "AAA TRUCKING Corp.'s terminal" means AAA TRUCKING Corp.'s facility at which freight shipments are ordinarily loaded to or unloaded from linehaul vehicles.
3. The term "customer" means a party that may be recognized as either the shipper (also referred to as consignor) or the consignee.
4. *Direct Service*: Service for shipments where pick up or delivery service by AAA TRUCKING CORP. occurs between points shown as AAA TRUCKING CORP. direct service points.
5. *Interline Service*: a) Shipments originated by AAA TRUCKING CORP. at a point shown as a AAA TRUCKING CORP. direct service point and interchanged by AAA TRUCKING CORP. to a connecting carrier for delivery to the consignee, and/or b) Shipments received by AAA TRUCKING CORP. and interchanged from a connecting carrier and delivered by AAA TRUCKING CORP. to the consignee at a point shown as a AAA TRUCKING CORP. direct service point. (References made to "joint-line service" also mean Interline Service). As needed, shipments originated by AAA TRUCKING CORP. at a point shown as an AAA TRUCKING CORP. direct service point, and interchanged by AAA TRUCKING CORP. to a connecting carrier for delivery, may, on occasion, be interchanged by the connecting carrier to another connecting line for delivery to the consignee.
6. *LTL* – Less than Truckload. All shipments subject to classes in the NMFC and are subject to rates with specified minimum weights less than 20,000 pounds (application will apply up to and including the M10M line of rates). Exceptions will be so noted on individual tariff pricing pages or contract pricing schedules.
7. *TL* – Truckload. All shipments subject to LTL classes in the NMFC and are subject to rates with specified minimum weights of 20,000 pounds or greater. Exceptions will be so noted on individual tariff pages or contract pricing schedules.

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DETENTION

Detention applies when carrier's trailers with tractors or power units are delayed or detained (through no fault of carrier) either on the premises of shipper or consignee or as close thereto as conditions permit.

If the loading or unloading of freight is delayed beyond the free time shown below, a charge of \$17.00 per vehicle for each 15 minutes or fraction thereof will be made for the time consumed for the delay:

Free time for loading or unloading of freight:

MINIMUM WEIGHT IN POUNDS	FREE TIME IN MINUTES PER VEHICLE
Less than 2500	30
2501 – 5000	60
5001 – 7500	90
7501 and over	120

Free time shall begin when carrier's driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time will end on completion of loading or unloading and receipt by driver of a signed bill of lading or receipt of delivery.

When at least 90 percent of the shipment weight is on pallets, free time will be reduced by 50 percent.

When the loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to carrier's terminal. That portion of the shipment in carrier's possession is subject to storage charges. The portion of the shipment that is redelivered is subject to a redelivery charge.

Unless the shipper stamps or marks delivery receipt with time of arrival and departure, carrier's records will be used to determine free time.

In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Where either a single shipment or such multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.

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Item 160 **DETERMINATION OF MILEAGES AND MILEAGE RATES**

- a. Where rates are based on mileage, the applicable mileage shall be that shown in the current Governing Mileage Guide shown in Item 100 in the case of interstate shipments.
- b. If the destination is not shown in the governing mileage guide, determine the mileage or distance to the next immediate distant point shown, and apply the rate or charge to that next point.
- c. Where rates are determined on the basis of distance or mileage and no rate is specifically named in carrier's tariffs for that mileage, apply the rate named for the higher distance shown.

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Item 161

DETERMINATION OF ACCESSORIALS & RULES ON INTERLINE SERVICE

- a. When the Shipper requests the accessorial service on the bill of lading, the Origin Carrier's accessorial charges will prevail if it is a prepaid shipment.
- b. When the Shipper requests the accessorial service on the bill of lading, the delivering carrier's accessorial charges will prevail if it is a collect shipment.
- c. In the event accessorial services are requested after the original invoice, the delivering carrier's accessorial charges will prevail.

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Item 829

EXEMPT AND CLASS "0" SHIPMENTS

- a. When the class of a commodity is referred to as "exempt," by the National Motor Freight Classification, such commodities are not subject to economic regulation. Carrier will apply the last filed classification rating for "exempt" commodities.
- b. When the class of a commodity is referred to as "Class 0" by the National Motor Freight Classification, such commodities are subject to the rates and regulations of individual carriers. Carrier shall apply a class 500 for "Class 0" freight.

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EXPEDITED SERVICE - LTL SHIPMENTS

- a. Subject to availability of equipment and upon prior arrangement with carrier at the time service is requested, expedited service will be accorded any shipment subject to the provisions of this Item.
- b. "Expedited Service" shall mean:
 - i. any request that a shipment be delivered on the same day the shipment is picked up; or
 - ii. any request that a shipment be delivered on a Saturday, although carrier shall be under no obligation to provide delivery on Saturday on any shipment in any circumstance.
 - iii. any request that a shipment be delivered on a Sunday or holiday, although carrier shall be under no obligation to provide delivery on these days on any shipment in any circumstance.
- c. The charge for expedited service shall be determined as the sum of two factors, as follows:
 - i. the first factor shall be one hundred percent (100%) of the class rate determined by AAA 6671-VWR; to which shall be added,
 - ii. the second factor determined as an hourly charge computed from the time a vehicle is dispatched for delivery from the carrier's terminal until the time the vehicle returns to carrier's terminal at the following rate(s); no discount or allowance will apply to the second factor. The hourly charge shall be:

Part A - For days other than Saturday, Sunday, or holidays, the additional hourly charge shall be:

- \$65.00 per hour or fraction thereof for each straight truck or tractor-trailer unit, with driver, and
- \$35.00 per hour or fraction thereof for additional labor, per man

Part B - For Saturday, Sunday, or holidays, the additional hourly charge shall be:

- \$110.00 per hour or fraction thereof for each straight truck or tractor-trailer unit, with driver, and
- \$70.00 per hour or fraction thereof for additional labor, per man

- d. Where reference is made for Fast Freight Services, refer to Items 992 and 993 in this tariff.

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Item 50

EXPLANATION OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Explanation</u>
Cty.	County
[1000] I.C.C.	Interstate Commerce Commission
KD	Knocked Down
lbs.	pounds
L5C	Less than 500 pounds
LTL or L.T.L.	Less-Truckload
Min.	Minimum
MC or Min. Chg.	Minimum Charge
M5C	More than 500 pounds or Minimum Weight 500 pounds
M1M	More than 1000 pounds or Minimum Weight 1000 pounds
M2M	More than 2000 pounds or Minimum Weight 2000 pounds
M5M	More than 5000 pounds or Minimum Weight 5000 pounds
M10M	More than 10,000 pounds or Minimum Weight 10,000 pounds
M20M	More than 20,000 pounds or Minimum Weight 20,000 pounds
M24M	More than 24,000 pounds or Minimum Weight 24,000 pounds
M30M	More than 30,000 pounds or Minimum Weight 30,000 pounds
M36M	More than 36,000 pounds or Minimum Weight 36,000 pounds
M40M	More than 40,000 pounds or Minimum Weight 40,000 pounds
mi.	mile or miles
NMFC or N.M.F.C.	National Motor Freight Classification
NOI or N.O.I.	Not otherwise indexed or more specifically described in carriers' tariffs
TL or T.L.	Truckload
Twsp.	Township
Wt.	Weight

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Item 992

FAST FREIGHT SERVICES

- **Fast Freight Day Definite:**A guaranteed service for shipments requiring delivery by 3:00 p.m., per Carrier's standard transit schedule for a fee of \$35.00. All shipments going into the New York arbitrary zone will be subject to a fee of \$100. Failure to complete delivery by 3:00 p.m. by the Carrier's standard transit schedule will result in *Fast Freight* charges being voided for that particular shipment, subject to a 15-minute grace period (defined herein).
- **Fast Freight Time Definite:** A guaranteed service for shipments requiring time specific delivery per Carrier's standard transit schedule for a fee, which is incremented based upon time requirement and distance. Failure to complete delivery by the agreed upon time specific needs of customer by the Carrier's standard transit schedule will result in *Fast Freight* charges being voided for that particular shipment, subject to a 15-minute grace period (defined herein).
- All charges for Fast Freight guaranteed services are in addition to all other freight and assessorial charges. Appropriate fees will be applied for Holiday, Saturday, or Sameday deliveries and will supplement the freight charges and Fast Freight, or Time Definite Service surcharge.
- To activate a shipment using the Fast Freight Services guaranteed program, the party requiring the service can take advantage of our online Fast Freight Quote services at www.aaatruckingcorp.com, or contact a Transportation Services specialist at 1-800272-1305. Placing a clear and obvious notation on the bill of lading can also activate a request for Fast Freight Day Definite services.
- In order to accommodate differences in time keeping devices, Carrier has a 15-minute window (grace period) following the cut-off time to provide delivery service.
- Carrier shall not be liable for any delay or default in performing its obligations under this Item where the delay or default is caused by:
 - Force Majeure, including war, riot, fire, acts of God, embargo or government sanction, strike or work stoppage, and weather related disabilities or other circumstances beyond the control of the party adversely affected thereby.
 - COD shipments where the consignees refuse to disburse payment for delivery.
 - Appointment deliveries where excessive delay (30 minutes or longer) is incurred
 - Consignee's refusal of freight.

- Carrier reserves the right not to honor any Fast Freight Guaranteed Services commitment when freight is not available for pickup by 5:00 p.m. at the shipper's facility.
- Exceptions to this Item will be so noted on individual tariff pricing pages or contract pricing schedules.
- Freight charges and supplemental fees for Fast Freight, and Time Definite Service must be paid within 15 days.

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FRACTIONS

In determining any rate or charge named in carrier's tariffs, fractions of less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the next whole cent.

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Item 192 **FUEL SURCHARGE - MINIMUM CHARGE**

All fuel surcharges assessed by AAA TRUCKING CORP. are subject to a \$1.00 minimum charge per bill.

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Item 100

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise more specifically provided herein, by the following tariffs, and by supplements or loose-leaf page revisions, amendments, or successive issues thereto:

<u>Kind of Tariff</u>	<u>Issuing Agent or Carrier</u>	<u>Designation or Number</u>
Classification	National Motor Freight Traffic Association, Inc., Agent	NMF 100
Mileage Guide	Household Goods Carriers' Bureau, Inc., Agent	HGB 105
Class Rates for <i>Direct Service</i>	AAA TRUCKING CORP.	AAA 6671-VWR
Class Rates for <i>Interline Service</i>		
Direct Service Points	AAA TRUCKING CORP.	http://www.aaatruckingcorp.com (AAA Trucking Corp's website)

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Item 993

HAZARDOUS MATERIALS

- a. A hazardous material handling fee of \$8.00 per shipment will be assessed to any shipment containing commodities that are classified as hazardous by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49.
- b. This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

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Item 167

HOLIDAYS

Where the term "holiday" is used in this tariff or tariffs governed by this tariff, the term shall mean the following days:

New Year's Day
Good Friday
Memorial Day
July Fourth
Labor Day

Thanksgiving Day
The day following Thanksgiving
Christmas Eve Day
Christmas Day

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Item 994

INFECTIOUS SUBSTANCES

- a. AAA TRUCKING CORP. will not accept infectious substances, class 6.2, as listed in the Hazardous Materials publication, CFR 49. Articles of this nature inadvertently accepted will be subject to a handling fee of \$500.00 per shipment and this handling fee will be assessed to any shipment containing commodities classified as infectious substances, class 6.2, as listed in the Hazardous Materials publication, CFR 49, or any reissues or revisions thereto.
- b. This charge will be in addition to all other charges and will not be subject to discount, loading or unloading allowances.

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Item 566 HANDLING FREIGHT NOT ADJACENT TO VEHICLE - INSIDE DELIVERY OR PICKUP

- a. When requested by consignor or consignee and operating conditions permit, carrier may move any shipment or portion thereof from or to positions beyond the immediately adjacent loading or unloading position defined in Item 750 (Pickup or Delivery Service), subject to the provisions of this Item.
- b. Service under this Item will be provided to floors above or below the level immediately accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to carrier.
- c. Service provided under this Item will be assessed a charge of \$3.95 per hundred pounds, subject to a minimum charge of \$35.00 per shipment and a maximum charge of \$243.54 per shipment or per vehicle if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery services, or are stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.
- d. The charges provided in this Item will be in addition to all other lawful charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charge for shipments moving on government bills of lading, will be collected from the U. S. Government.

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Item 570

IMPRACTICABLE OPERATIONS

- a. Nothing in this tariff shall require the carrier to perform pickup or delivery service at any location from or to which it is impracticable to operate highway vehicles because of:
 - 1. the condition of roads, driveways, alleys, or approaches thereto, or
 - 2. inadequate loading or unloading facilities (Note A).
- b. When request by consignor, consignee, or owner of shipment requires that carrier's equipment leave improved or highways for the purpose of loading or unloading, any damage done to carrier's equipment resulting from such loading, unloading, towing, pushing, or winching shall be at the expense of the party which made the request.
- c. On shipments picked up or delivered at a place not located on improved highways or, carrier will not be responsible for any loss or damage to any property or lading including, but not limited to, ground surface, buildings, or landscaping.

NOTE A: If it is necessary to transfer load from the original to another transport vehicle or vehicles, the shipment will be assessed additional charges as provided in Item 890, excluding the provisions of paragraph (c) of that item.

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Item 571

LIFTGATE CHARGE

Upon request of the shipper or consignee or where liftgate service is required, the following charges will apply in addition to all other charges:

<u>Shipment Weight</u>	<u>Charge</u>	<u>Shipment Weight</u>	<u>Charge</u>
0 – 2,000 lbs.	\$50.00	2,001 - 5,000 lbs.	\$70.00
5,001 - 10,000 lbs.	\$115.00	10,001 - 15,000 lbs.	\$165.00
over 15,000 lbs.	\$215.00		

NOTE: Liftgate service is limited to shipments not over 18,000 lbs.

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Item 572 **LIFTGATE SERVICE - MAXIMUM SHIPMENT SIZE**

- a. When carrier is requested or required to provide liftgate service for any shipment or portion of a shipment, the consignor shall not tender more than 10 pallets on a single shipping order (memorandum) or bill of lading.
- b. Where consignor tenders as a single shipment,
 - i. any quantity of freight loaded on 11 pallets or more of a standard size, or
 - ii. a quantity of freight requiring greater floor space than is available on the truck (or trailer) dispatched to pick up freight,

and liftgate service is requested or required, carrier shall divide the shipment, and issue a separate bill of lading (or corrected bill of lading) for each 10 pallet lot or portion thereof tendered. Freight charges shall be computed with respect to each separate 10 pallet lot or portion thereof for that quantity of freight comprising each lot (or portion thereof).

- c. Where liftgate service is requested or required for a quantity of freight in excess of that which may be loaded practically on the pick up vehicle, carrier shall be under no obligation to accept, handle, transport, deliver, or rate the entire quantity of freight as a single shipment.

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Item 74 **LIMITED ASSESSMENT OF ASSESSORIAL CHARGES**

In the event of a strike or work stoppage by a transportation carrier in the industry, all pricing programs governed by AAA TRUCKING CORPORATION 120 tariff pages at all locations, will be charged the full inside delivery or pick up rate, and the full residential pick up or delivery rate, regardless if the customer previously had waivers or reductions from these assessorials.

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Item 575

LIGHT AND BULKY FREIGHT

- a. On shipments of light or bulky nature, or unusual shape or size that occupy the full available loading space of the truck, or which because of their nature must be loaded in a manner that precludes additional loading of other freight without danger of damage to any lading or equipment, charges will be computed on the basis of the truckload rate at the truckload minimum weight corresponding to the shipment but not less than the truckload rate for 40,000 pounds.
- b. On LTL shipments tendered from one origin to one destination that occupy 20 feet or any greater portion of a 45 foot trailer, charges will be assessed on the basis of a minimum weight of 10,000 pounds or actual weight, whichever is greater.

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Item 74 **LIMITED ASSESSMENT OF ASSESSORIAL CHARGES**

In the event of a strike or work stoppage by a transportation carrier in the industry, all pricing programs governed by AAA TRUCKING CORP'S tariff at all locations, will be charged the full inside delivery or pick up rate, and the full residential pick up or delivery rate, regardless if the customer previously had waivers or reductions from these assessorials.

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

- a. Shipments transported at rates named in this tariff or in tariffs making reference hereto must be loaded by the consignor and unloaded by the consignee.
- b. For loading or unloading responsibility of piers, wharves, or docks, see Item 579.

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Item 579 LOADING OR UNLOADING AT STEAMSHIP PIERS OR DOCKS

- a. Rates from or to piers, wharves, or docks do not include loading or unloading services by carrier.
- b. Shipments picked up at, or delivered to piers or wharves, will be transported by carrier only where consignee, consignor, or owner (or an agent other than carrier) makes all arrangements with the pier or terminal operator for the payment of loading, unloading, wharfage, distress, counting, sorting, stevedoring, or other charge incurred on cargo while in the possession of the pier or terminal operator.
- c. Carrier will assume no responsibility for any charges incurred by the cargo while in the possession of the pier or terminal operator.
- d. At the request of, and for the convenience of the consignor, consignee, or owner, carrier will make arrangements with the pier or terminal operator for advancing loading, unloading, wharfage, distress, counting, sorting, stevedoring, or other charge incurred while in the possession of the pier or terminal operator subject to the provisions of paragraph (e) below.
- e. When carrier is requested or required to make payment of charges due the pier or terminal operator on cargo while in custody of said operator, charges for wharfage, top wharfage, loading, unloading, longshoremen or stevedore's charges, public loader charges, such charges may be advanced by carrier. Consignor, consignee, owner, or other responsible party responsible for freight bill payment shall reimburse carrier for all such costs and charges together with carrier's service charge. The service charge shall be ten percent (10%) of the amount advanced by carrier subject to a minimum service charge of \$11.58 per shipment and will be added to the freight bill in addition to all other charges.

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Item 1000 **LOSS AND DAMAGES CLAIMS**

*Item 1000.1 REQUIREMENT FOR PRESENTATION IN WRITING
FORM AND METHOD OF PRESENTATION*

- Carrier incorporates by reference the provisions of 49 C. F. R. 1005 as the minimum requirements for presentation and investigation of claims for loss and damage to freight and disposition of salvage. The presentation and handling of claims and salvage are also subject to the terms of the bill of lading (shipper's order) and other provisions of this tariff. See also Item 1000.
- AAA TRUKCING CORPORATION will not pay administrative costs or fees, or interest charges, regardless of the amount, associated with the processing of loss or damage claims.
- AAA TRUKCING CORPORATION will not pay labor charges over \$25.00 per hour.
- Tanks, totes, drums, pails and containers of any kind are accepted in apparent good order and with the assumption that the valves, bungs, lids, etc. are sealed and secure. Should these open or become loose during transit, the total loss incurred will be assumed by the shipper.
- In the event Carrier is responsible for the clean up costs involved with a hazardous material incident or a non-hazardous material incident, Shipper agrees to reimburse Carrier for all said costs if Shipper is negligent. Negligence on the part of Shipper will relate to, but will not be limited to, package failure (when tanks, totes, drums, pails and containers of any kind fail in transit) and seal failures (when valves, bungs, lids, etc. are not secured). At the time of pick up, freight is accepted in apparent good order and with the assumption that all packaging (tanks, totes, drums, pails and containers of any kind) and seals (valves, bungs, lids, etc.) are in compliance with the packaging specifications in the current National Motor Freight Classification Guide and the current Department of Transportation Hazardous Material Regulations. In the event negligence remains undetermined or is unclear, even after sufficient facts and documentation have been reviewed by both parties, Shipper and Carrier agree to equally split the clean up costs involved with the hazardous material incident or non-hazardous material incident. Either party shall have 30 days to remit payment for the clean up costs after determination has been made that both parties will be responsible for payment.

Item 1000.2 LIABILITY FOR LOSS OR DAMAGE IN TRANSIT

- a. Rates named in carrier's class, mileage, discount, exceptions and commodity tariffs, and contract agreements, are subject to the provisions of this item for liability for loss or damage sustained in transit or the care, custody or control of carrier.
- b. Commodities that are subject to a released valuation in the governing classification must be so designated on the bills of lading or shipping order at the time of shipment. If the released valuation is not shown, and the shipment is inadvertently accepted, charges will be assessed on the basis of the classification rating applicable to the lowest released value provided in the classification.
- c. Claims for loss or damage may not be presented for an amount greater than the lowest released valuation named for the commodity in question in the governing classification or the valuation declared on the bill of lading (shipper's order), whichever is lower.

- d. Failure to correctly describe any article shall not alter the provisions of this item.
- e. Where the governing classification provides for rates based upon a released valuation on articles and commodities, carrier's liability shall be limited to the value shown in the governing classification, provided that in no case shall carrier be liable for an amount higher than the actual value of the good shipped at the time tendered for transportation.
- f. In the event of loss or damage to any shipment, carrier's maximum liability for loss or damage shall not exceed \$10.00 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and \$250,000 per incident and in no instance shall liability be greater than the actual value of lost or damaged articles less salvage.
- g. In the event of loss or damage to any shipment subject to pricing based on a rate per pallet (example: \$50.00 per pallet), carrier's maximum liability for loss or damage shall not exceed \$2.00 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$20,000 per shipment, and \$50,000 per incident and in no instance shall the liability be greater than the actual value of lost or damaged articles less salvage.
- h. In the event of loss or damage to any shipment interlined with an approved carrier partner destined to or originating from Canada will be subject to a maximum liability of \$2.00 per pound for the actual weight of the damaged or lost portion of the shipment, subject to a maximum liability of \$100,000 per shipment, and \$250,000 per incident and no instance shall liability be greater than the actual value of lost or damaged articles less salvage.
- i. Articles tendered with an invoice value exceeding \$10.00 per pound per package will be considered to be of extraordinary value. These articles will not be accepted for transportation unless the shipper requests excess liability coverage.
- j. Articles inadvertently accepted with an invoice value exceeding \$10.00 per pound per package, but without excess coverage, will be considered to have been released by the shipper at \$10.00 per pound per package or the release value published by the National Motor Freight Classification, whichever is lower.
- k. All freight must conform to NMFC standards for packaging and labeling. In the event it is determined that packaging and labeling of freight is not in accordance with NMFC standards and the loss or damage claim resulted from poor labeling or packaging, and such freight is inadvertently accepted by our driver, AAA Trucking will not be responsible for the loss or damage claim for said shipment.

Item 1000.3 ADDITIONAL INSURANCE FOR HIGH VALUE SHIPMENTS

- a. Additional coverage insurance for high value shipments exceeding the released value of \$10.00 per pound will be in addition to the freight charges applicable for the shipment. AAA Trucking will assess an additional charge of \$1.00 per each \$100 in excess of the initial maximum liability (\$10.00 per pound), subject to a minimum charge of \$25.00. Such charge is in addition to the lawful freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charge. No discount will apply to this charge. The shipper must indicate in writing on the bill of lading at time of shipment the total dollar amount of excess coverage requested. (See example).

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

INSURANCE REQUESTED IN THE AMOUNT OF \$10,000.

QUOTE # _____.

- b. The term package used in this item means any primary shipping package authorized by the provisions of individual publications or classification items. When a number of packages have been unitized, strapped or fastened together on pallets, platforms skids or have been over-packed in additional complying packages, AAA Trucking's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" \$10.00 and not on the basis of the weight of the total number of packages.>
- c. Articles tendered with an invoice value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMFC 100 (and successive issues and revisions thereto) classification will not qualify for excess liability coverage.
- d. Additional coverage cannot be applied to any commodity listed in the NMFC with a capped or closed end value that specifically limits the maximum value available. Examples of this are: data processing machines NMFC item 116030 and semi conductors NMFC item 63025.
- e. AAA Trucking reserves the right to review and apply an additional surcharge for shipments on a case by case basis when such shipments are considered to be of extraordinary value. The additional surcharge will be in addition to the cost for additional insurance and all other charges incurred on the bill for services rendered, including but not limited to assessorial charges and fuel surcharges.

Item 1000.4

UNCRATED MERCHANDISE

- Class rates, exceptions rates, commodity rates (including rates on property, N.O.I., or Freight All Kinds), and rate discount or allowance provisions named in carrier's tariffs apply only in conjunction with shipments which are properly prepared for shipment, including all requirements of the governing classification. Where any article is tendered for shipment uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, such article is accepted subject to the released valuation provisions of this Item, and the rate shall be determined as 300 percent (300%) of the Class 100 rate or minimum charge named from the same origin and destination. The rate shall not be subject to any percentage discount or allowance provision.
- In connection with articles named above which are accepted for shipment, rates are subject to consignor's release of said articles to a value not exceeding \$0.10 cents per pound, subject to a maximum value of \$15.00 per shipment. Carrier's liability for loss or damage shall be limited to an amount not exceeding the released valuation named in this paragraph and in no instance greater than the actual value of the article.
- Any consignor or other responsible party desiring to tender an article, including refused or returned shipments, which is uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, shall enter on the bill of lading (shipper's order) a released valuation as provided for in paragraph (b) but in no instance a valuation greater than the actual value. Carrier may issue a corrected bill of lading at any time in the event consignor or other responsible party fails to comply with the requirements of this Item. The corrected bill of lading shall govern the transportation services provided as if it had originally been issued at the time the article was tendered.
- Uncrated, unboxed, unwrapped, unpalletized articles, and articles otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, which are not tendered pursuant to the released valuation provisions named in this Item, are accepted for transportation at owner's risk for loss or damage attributable to the absence of protection.

Item 1000.5 LIMITED LIABILITY FOR USED, REPAIRED, RECONDITIONED EQUIPMENT OR MACHINERY

- a. Shipments of the following commodities that are used, repaired or reconditioned, etc. will be accepted for transportation only when the consignor releases the shipment subject to a value not exceeding \$.50 per pound:

NMFC Items 17800 through 20140 (Automobile Parts)
NMFC Items 60500 through 73540 (Electrical Equipment or Parts)
NMFC Items 114000 through 133475 (Machinery or Parts)

- b. The released value must be entered on the shipping order or bill of lading as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$.50 per pound."
- c. If the consignor declines or fails to declare the value or agree to a released value, the shipment may not be accepted. If inadvertently accepted, the shipment will be considered as being released to a value of \$.50 per pound.

Item 1000.6 FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

- a. AAA Trucking is not obligated to receive freight liable to damage other freight or our equipment. Such freight may be accepted and receipted as "subject to delay for suitable equipment" or may be refused for lack of suitable equipment.

Item 1000.7 LIMITATION OF LIABILITY FOR SPECIFIED COMMODITIES (JOINT-LINE TRAFFIC ONLY)

- a. Cigarettes: AAA Trucking's limitation of liability for cigarettes will be \$20.00 per thousand lost or damaged cigarettes with a maximum of \$250,000.00 per single trailer unit (consisting of a single shipment or multiple shipments) per occurrence.
- b. Carpets, Carpeting or Remnants: Commodities described in Note A below will be released to a property value not exceeding one-third (1/3) of the full value of the property when a concealed damage claim is received by Carrier. Maximum full value Carrier liability will not exceed \$23.00 per square yard. Number of square yards must be shown on the bill of lading at the time of pick up. If not shown on the bill of lading; vinyl and carpet weight divided by 4.5 (lbs per square yard), carpet samples weight divided by 4 (lbs. per square yard). Note A: NMFC Item 70600, 70660, 70670, 70680, 70682, 70700, 70915
- c. Incandescent, fluorescent or any other type of lighting tube or bulb: Shipments of incandescent, fluorescent or any other type of lighting tube or bulb will be accepted for transportation only when the consignor releases the value of the property to a value not exceeding \$0.10 per pound.

Item 1000.9 RESTRICTED COMMODITIES

The following will not be transported by Carrier:

1. All shipments tendered to carrier with improper, inadequate, or insufficient packaging.
2. All shipments containing articles, which because of their bulk, length, width, or height cannot, in carrier's judgment, be safely stowed within a trailer or container.
3. All shipments, which contain articles requiring protection from heat and cold.

4. All shipments, which contain articles liable, to impregnate or otherwise damage equipment or other freight.
5. All shipments, which contain, in whole or in part, articles prohibited by law.
6. All shipments which contain, in carrier's judgment, items of unusual or extraordinary value.
7. Automobiles.
8. Bullion.
9. Carbon Black.
10. Clams, crabs, lobsters, oysters, and shrimp.
11. Fish, except smoked or canned.
12. Flora and fauna.
13. Furs.
14. Hides, green or wet.
15. Jewelry, watches, etc.
16. Money or notes.
17. Platinum, gold, silver, and other precious metals.
18. Precious stones, cut or uncut.
19. Securities, stamps, stock certificates, letters, and other valuable papers.
20. Statues, paintings and other works of art.
21. Watches.
22. Poison Gas (Division 2.3)
23. Hazardous Waste.
24. PCB's (Polychlorinated Byphenyls).
25. Firearms (Assembled or in parts).
26. Any quantity of Radioactive Materials (Class 7).
27. Poison Infectious Substances (Division 6.2).
28. Explosives (Division 1.1, 1.2, and 1.3).
29. Cardboard/Fiberboard Totes with plastic bladders (for transporting liquids).
30. Granite, Marble or Stone in dimensions greater than 12"x12"x2" tiles.
31. Standardized Test Results.
32. Freight with a propensity to damage other freight or carrier equipment.
33. Nitrocellulose

In the event the carrier unknowingly accepts cargo named in this item due to misdescription of the restricted commodity or commodities, Carrier shall hold the shipper(s) solely responsible and liable for any penalties and/or damages resulting from transportation of the restricted cargo.

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Item 605 MINIMUM CHARGE BASED ON CUBIC CAPACITY AND DENSITY

- a. Light density shipments are defined as any LTL quantity of freight occupying 750 cubic feet of space as loaded in carrier's trailer and having an average density of six (6) lbs. per cubic foot or less (See Note 1).
- b. Light density shipments shall be subject to a minimum charge per shipment determined on the basis of the "calculated weight" of the shipment in lieu of the actual weight of the shipment subject to Notes 2, 3, and 5.
- c. The calculated weight of a shipment shall be determined by multiplying the number of cubic feet occupied by the loaded shipment times the factor of six (6) lbs. per cubic foot or fraction thereof.
- d. The minimum charge shall be determined by rating the calculated weight of the shipment at the Class 77.5 rate, provided that no discount shall apply in determining minimum charges under this item (See also Note 4).
- e. Where consignor does not specify the cubic capacity (cubic measure) for any shipment subject to this Item, carrier may do so. The cubic capacity, calculated weight, and actual weight shall be shown on the freight bill.

Note 1 - To determine the cubic feet of space occupied by any LTL shipment, apply the provisions of Item 110 in the governing classification (See Item 100). The height (vertical measurement) of any loaded shipment shall be deemed 84 inches when no other freight can be stowed securely on the top of a shipment because of the packaging configuration or lack of packaging, the nature of the article shipped, or the consignor's shipping instruction.

Note 2 - This Item shall not apply to Capacity Loads (Item 390) or shipments subject to Control and Exclusive Use of Vehicle rules (Item 470).

Note 3 - The minimum charge specified in this Item shall not apply to shipments subject to rates determined per vehicle or stated fraction thereof, per mile, per pallet, per container, or per hour.

Note 4 - The minimum charge determined by this Item shall not exceed the charge determined by rating the shipment as a truckload.

Note 5 - Discounts, loading, or unloading allowances shall not be applicable on shipments subject to the minimum charge established in this item.

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Item 610.1 MINIMUM CHARGE - RATE FLOOR - ABSOLUTE MINIMUM CHARGE

- a. The term "Rate Floor" or " Floor," where used in carrier's tariffs, shall mean the minimum revenue due carrier on any shipment, including revenue determined as due after application of percentage discounts, allowances, or other percentage rate factors. Percentage discounts, allowances, or other percentage rate factors will not apply to the extent they operate to reduce revenue due carrier below the amount specified as an absolute minimum charge or rate floor. Allowances or incentives of any kind will not be calculated off of the rate floor or absolute minimum charge amount.
- b. The rate floor (absolute minimum charge) after application of any discount, allowance, or percentage rate factor shall be that specified in the carrier's class rate or commodity (including discount commodity) rate tariff, except as otherwise provided in Items 610.2 or 610.3.
- c. Except as otherwise provided, the minimum charge for a single LTL shipment from one consignor to one consignee on one bill of lading shall be at the rate applicable per 100 pounds, but in no case less than the minimum charge shown in the Table of Class Rates in tariffs governed by this tariff.

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Item 610.2 **MINIMUM CHARGES ON PALLETIZED FREIGHT**

- a. Where consignor, consignee, or other person responsible for freight bill payment on palletized shipments requests that such shipments not be broken down or otherwise indicates carrier is not to disturb the wrapping or arrangement of freight on any pallet or that carrier may not place any freight on top of any palletized shipment, such shipment shall be subject to the following minimum charges per pallet:

<u>No. of Pallets</u>	<u>Minimum Charge</u>
1	\$45.00 for each pallet
2 or 3	\$40.00 for each pallet
4 or more	\$35.00 for each pallet

- b. Example: On a shipment consisting of two pallets that are shrink-wrapped and tendered on a shipping order (bill of lading) with the notation "Load to Ride," rates and charges shall be determined in accordance with the governing class or commodity rate tariff for the classification or commodity at the governing minimum weight subject to a minimum charge of \$70.00 determined as follows:
- c. 2 pallets at \$40.00 each = \$80.00
- d. The minimum charge per pallet shall not be subject to any discount.
- e. Each standard size pallet or skid of freight not exceeding 40 x 48 x 48 is subject to a maximum allowable weight of 2,500 lbs., and shall be subject to the following additional charges in the event the weight exceeds 2,500 lbs:
- f.

<u>Weight of standard size pallet or skid:</u>	<u>Supplemental Charge</u>
2,501 pounds - 2,999 pounds	An additional 50% of the negotiated rate per pallet or skid would apply. N1
3,000 pounds and over	An additional 100% of the negotiated rate per pallet or skid would apply. N2

- g. This charge is in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

|N1| - Example: A \$60.00 per skid rate weighing 2,850 pounds would be charged an additional 50% of the negotiated rate or an additional \$30.00. The total charge would be \$90.00 per skid.

|N2| - Example: A \$60.00 per skid rate weighing 3,100 pounds would be charged an additional 100% of the negotiated rate or an additional \$60.00. The total charge would be \$120.00 per skid.

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Item 610.3 **MINIMUM CHARGE ON C. O. D. SHIPMENTS |N1|**

- a. On shipments qualifying for discounts in carrier's other tariffs, the maximum discount to be applied in determining the rate or charge on any C. O. D. shipment tendered "Freight Collect" shall be 45 percent (45%) of the class rate, base rate, or column commodity rates for which the discount is published to apply. Shipments for which a discount of greater than 45 percent (45%) is published to apply shall be subject to a minimum charge determined by paragraph (b) of this Item.
- b. The minimum charge for shipments requiring C. O. D. service (see Items 180 and 185 of this tariff and Item 430 of the governing classification), shall not be less than the charge determined in accordance with the applicable class or commodity rate for the commodity or commodities shipped at the governing minimum weight less 45 percent (45%). See example below:

Example: A 2000 pound shipment moving collect from Pittsburgh, PA, to Cleveland, OH, of a commodity taking an LTL Class 50 classification rating and subject to a discount of 50 percent (50%) in carrier's other tariffs is tendered on a shipping order (bill of lading) marked C. O. D. The minimum charge for such shipment shall be determined as follows:

Base (Class) Rate and Charges (\$10.58 x 20 cwt.)= \$211.60

Discount specified in carrier's tariff (50%)= \$105.80

Minimum charge on C. O. D. shipment tendered freight collect (\$211.60 less 45%)=
\$116.38

The applicable charge shall be the minimum charge in lieu of any other charge or \$116.38.

|N1| -Not applicable on shipments which are not subject to discounts or shipments for which the discount published is less than 45 percent (45%).

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Item 610.4 **MINIMUM SHIPMENT CHARGE AT RETAIL DISTRIBUTION CENTERS**

The minimum charge on shipments consigned to facilities operated by or for the account of companies named in Column 1 of this Item shall not be less than the charge determined in accordance with the provisions of Column 2 of this Item. Discounts or rates other than class rates as named in other tariffs shall not operate to reduce the carrier's revenue on any shipment to an amount less than the minimum charge named in this Item regardless of the party responsible for freight bill payment. |N1|

Column 1 <u>Company</u>	Column 2 N3 <u>The minimum charge on any shipment shall be the charge named in:</u>
Caldor, Inc. located at North Bergen, NJ N2	AAA 6671 series, less a 0% discount
K-Mart located at Warren, OH and Fairless Hills, PA N2	AAA 6671 series, less a 0% discount
Ames located at Leesport, PA N2	AAA 6671 series, less a 0% discount
Walmart located at Grove City, OH, Woodland, PA and Sutherland, VA N2	AAA 6671 series, less a 0% discount
Wakefern Food at all locations N2	AAA 6671 series, less a 0% discount
Bloomingtons at Secaucus, NJ N2	AAA 6671 series, less a 0% discount
Neuman Wholesale at Ridgfield, NJ N2	AAA 6671 series, less a 0% discount
Rite Aid at Poca, WV N2	AAA 6671 series, less a 0% discount
Staples Warehouse at Hagerstown, MD N2	AAA 6671 series, less a 0% discount
Target at Stuarts Draft, VA N2	AAA 6671 series, less a 0% discount
Meijer at Tipp City, OH N2	AAA 6671 series, less a 0% discount
Home Depot at all locations N2	AAA 6671 series, less a 0% discount
Costco's at all locations N2	AAA 6671 series, less a 0% discount
U S Food at Severn, MD N2	AAA 6671 series, less a 0% discount

|N1| - Minimum charges named in this Item take precedence over other tariffs.

|N2| - The provisions of this Item apply also on shipments consigned to facilities operated by or for the account of affiliates and subsidiaries of companies named in Column 1.

|N3| - In determining minimum charges named in this column, apply the classification rating named in the governing classification for each article shipped in lieu of any exceptions rating or other tariff provision (See Item 100).

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Item 73

NON APPLICATION OF DISCOUNTS

Customer-specific pricing is automatically cancelled and deleted without notice if there is no shipment activity during any consecutive 90-day period. Cancellation includes (but is not limited to) all discounts, special tariffs, incentives, assessorial exceptions, etc. Subsequent shipments are subject to full current rate tariff in effect at the time of the shipment with no discount application.

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Item 647 **NOTIFICATION PRIOR TO DELIVERY / SCHEDULED DELIVERY**

- a. When a bill of lading or shipper's order bears a notation requesting carrier to notify consignee prior to tender of delivery by any means, including scheduling an appointment for delivery, an additional charge of \$25.00 per shipment will apply.
- b. Where consignor's or consignee's operating practices require carrier to schedule pickup or delivery times, or where pickup or delivery is subject to any restriction or limitation requiring notification or scheduling an appointment by carrier prior to the arrival of carrier's vehicle at origin or destination, the charges specified in this Item shall also apply.

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Item 648

OFFSETTING OF FREIGHT CHARGES

- a. Claims and claim amounts made against the Carrier (whether filed or unfiled) may not be offset by shipper, consignee or payor against freight charges otherwise owed to the Carrier. Reference Items 660 and 720 also.

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Item 650

OPERATING AUTHORITY
MC-399403

To transport as a common carrier by motor vehicle in interstate or foreign commerce over irregular routes, general commodities (except Class A or B explosives, household goods as defined by the Commission, and commodities in bulk) between points in all point in the United States of America.

Note: Operating authorities supporting intrastate operations may be examined upon request by making arrangements with carrier's traffic department.

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Item 71

OUTBOUND COLLECT PROVISIONS

All outbound collect traffic will first be subject to the terms of the consignee's discount program with AAA TRUCKING CORP., Inc. If the consignee does not have established pricing in effect, the shipper's outbound collect provisions will apply.

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Item **OVERCHARGE CLAIMS - REQUIREMENT FOR PRESENTATION IN WRITING FORM**
660 **AND METHOD OF PRESENTATION**

- a. Carrier incorporates by reference the provisions of 49 C. F. R. 1008 as the minimum requirements for presentation and investigation of claims for overcharges, duplicate payments, and overcollection of charges. Claims must be presented within the time periods prescribed by law but in no instance later than 180 days from the date of original freight bill presentation.
- b. Short payment or taking credit for any freight bills by any party is not permitted. The only recourse for any party is to file an overcharge claim. In the event a bill is received short paid, a \$25.00 surcharge per bill will apply, and provisions of Item 725 will apply, when applicable.

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Item 670

OVER DIMENSION FREIGHT

Freight measuring 12 or more, but less than 40 feet (Note B) shall be subject to the charges determined in accordance with a percentage factor of 135 percent (135%), Note A and C.

Note A - Percentage factors shall be applied to the class rate, commodity rate, minimum charge, or floor which would otherwise be applicable to shipments described in this Item.

Note B - Freight measuring 40 feet or more will not be accepted for shipments, but if advertently accepted, will be subject to a percentage factor of 250 percent (250%).

Note C - The minimum Over Dimension charge shall be \$75.00 per shipment.

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Item 720 **PAYMENT OF CHARGES AND EXTENSION OF CREDIT**

a. Payment of Freight Charges

Carrier is not required to deliver or relinquish possession of any freight transported by it until all tariff rates and charges thereon have been paid. Upon taking reasonable precautions to assure payment of freight charges will be paid within the prescribed credit period, carrier will extend credit in accordance with the provisions of this Item.

b. Credit Period

1. The credit period begins the day following freight bill presentation, which is defined as the date on which the carrier mails the freight bill to the party responsible for payment of the freight charges (or any agent or contractor thereof), except that when electronic billing or funds transfer is the billing method, the time of presentation is the day on which billing information is dispatched electronically.
2. The credit period shall run for 15 calendar days including Saturdays, Sundays, and holidays except that if the 15th day falls on any of the foregoing, the period will extend to the next day which is not a Saturday, Sunday, or holiday (See also Items 167 and 725).
3. On prepaid shipments, carrier shall present all freight bills within seven (7) working days from the date a shipment is received for transport or the date on which sufficient information to compute applicable tariff charges is received at the billing point.
4. On collect shipments, carrier will present all freight bills within seven (7) working days from the date a shipment is delivered at destination.
5. Working days are defined as days other than Saturdays, Sundays, or holidays.
6. The date of payment of charges is defined as the postmark date on which the check, draft, or money order is mailed, except when payment is made by electronic funds transfer, the date of payment shall be the date on which the funds are transferred. Checks, drafts, or money orders may not contain any restrictive endorsement and must be honored upon initial presentation to carrier's bank in order to constitute payment.
7. The time limit for payment shall be shown on the freight bill or an accompanying document, provided that failure to indicate the correct time limit shall not relieve any party of compliance with carrier's credit rules.
8. The 15-day credit period will apply to any balance-due bill which is presented after the original freight bill has been paid in full.

c. Set-Off Prohibited:

No person may set-off against freight charges any claim or debt asserted against carrier.

d. Returned checks:

Checks received in payment of freight charges which are returned to AAA TRUCKING by the bank because of insufficient funds or any other reason not the fault of AAA TRUCKING will be subject to a charge of \$30.00, which includes any service fee assessed by AAA TRUCKING's bank. This charge will be in addition to all other applicable charges and will not be subject to discounts, loading or unloading allowances.

- e. All rates, charges or other amounts published herein are stated in US Currency, and all charges are payable in US currency unless prior agreement has been approved by Carrier for payment in Canadian dollars.

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Item 725 **PENALTY FOR NON-PAYMENT OF FREIGHT CHARGES NOTICE TO SHIPPERS, RECEIVERS, AND OTHER PERSONS RESPONSIBLE FOR PAYMENT OF FREIGHT CHARGES**

Carrier's credit policies and practices are adopted in compliance with the requirements of the Interstate Commerce Commission as set forth at 49 C. F. R. 377.203 et. seq. Carrier's election to extend credit is limited to persons deemed credit-worthy, and in no case shall carrier's election or the provisions of this tariff be construed to change carrier's obligation to collect all freight charges lawfully due carrier within the credit period established in Item 720.

Penalty

- a. Shipments rated under discount or allowance provisions, or commodity rates or exceptions rates will be subject to the following penalty provisions:
 - The filing of a cargo or other claim against carrier will not relieve a payor from the responsibility for payment of freight charges.
 - Provisions of this rule do not change in any way the carrier's obligation to collect nor the freight charge payor's obligation to pay applicable charges within the contractual or legislated terms allowed in compliance with D.O.T. 49 CFR Part 377 and the credit period stated in ITEM 720.
 - Collection expense charge: Carrier must receive full payment of freight charges within 30 days from the original invoice due date to avoid payor being charged an assessment of liquidated damages in an amount equal to 135% of the open receivable.
 - The purpose of this charge is for additional costs incurred in the collection of overdue freight charges.

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Item 740

PERMITS

Any tolls or fees paid to any federal, state, or municipal government authority for special permits as may be required in connection with movements, also such expenses in connection therewith such as long distance telephone calls or telegraphic expense, will be added to the freight bill for transportation charges. Receipt showing payment of these charges will be attached to carrier's freight bill, and a \$12.00 service charge will be assessed in addition to all other lawful tariff charges.

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Item 750

PICKUP AND DELIVERY - GENERAL

- a. Except as otherwise provided, rates in tariffs governed by this tariff include one pickup at point of origin and one delivery at point of destination. Points of origin and destination include all points within the limits of the cities, towns, or villages from or to which rates apply.
- b. The term "pickup" means the service performed by the carrier or his agent in taking possession of and transporting freight from a platform, doorway, or shipping room at a warehouse, factory, store, place of business, or residence. The freight must be so situated as to be directly accessible to carrier's vehicle and immediately adjacent thereto. The placing of freight in such accessible position must be arranged by the consignor without assistance from carrier or carrier's agent.
- c. The term "delivery" means the service performed by carrier or carrier's agent in transporting freight to, and surrendering possession thereof, at a platform, doorway or receiving room of warehouse, factory, store, place of business, or residence. Freight unloaded from carrier's vehicle shall be deposited upon the platform, floor, ground, or pavement at a point directly accessible to such vehicle and closely contiguous thereto and there left by carrier or carrier's agent.
- d. See Item 566 for provisions governing the handling of freight not adjacent to carrier's vehicle.
- e. Unless the bill of lading carries a notation to the contrary, a delivery receipt shall be signed by consignee or consignee's agent or contractor (See Note 1). In the event consignee or consignee's agent or contractor fails or refuses to acknowledge receipt in writing, carrier or carrier's may accomplish same by signing the delivery receipt, and such signing shall be binding upon the parties to the bill of lading.

Note 1 - Shipments consigned to contractors at construction or wrecking sites will be delivered to such job sites whether or not the consignee's representative is on hand to receive the shipment unless carrier has had specific instructions to the contrary prior to the loading of the shipment.

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Item 751 **PICKUP OR DELIVERY SERVICES - FLAT-BED EQUIPMENT**

Where carrier is requested or required to pick up or deliver freight on flat-bed, or open-top, or any equipment other than dry-freight closed trailers or trucks (dry-freight van equipment), LTL rates or charges shall not apply. Rates and charges shall be determined at the applicable TL rate or charge subject to a minimum weight or 20,000 pounds per shipment.

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Item 753 **PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES**

- a. When carrier is requested or required to pick up or to deliver shipment from or to a private residence or other location named in Note 1, a charge of \$3.90 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$50.00.
- b. The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the bill of lading (shipping order) is specifically endorsed to show prepayment of all charges, the charge or charges shall be collected from the party whose location is subject to the additional charge described in this Item.

Note 1 - Locations subject to the additional charges in this Item include private residences, apartments, camps, and other points not open to the public for commercial purposes, including businesses operated out of private residences.

Note 2 - Shipments consigned to contractors at construction or wrecking sites will be delivered to such job sites whether or not the consignee's representative is on hand to receive the shipment unless carrier has had specific instructions to the contrary, prior to the loading of the shipment. (See also Item 755).

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Item **PICKUP OR DELIVERY SERVICE AT EXPOSITIONS, CONVENTION CENTERS OR**
754 **GROCERY WAREHOUSES**

When carrier is requested or required to pickup or to deliver a shipment from or to an exposition center, convention center or grocery warehouse, no discount, discounted rate, commodity rate (including mileage rates), exceptions rate, or Freight All Kinds rating shall apply in determining freight charges. Charges shall be assessed and collected on the basis of 100 percent (100%) of the class (base) rate named in carrier's class rate tariff.

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Item 755 **PICKUP OR DELIVERY SERVICE AT CONSTRUCTION OR WRECKING SITES**

When carrier is requested or required to pick up or to deliver shipment from or to a construction or wrecking site, a charge of \$2.65 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$26.25.

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Item 800 **PICKUP OR DELIVERY SERVICE AT PIER**

When carrier is requested or required to pick up or to deliver shipment from or to a pier, a charge of \$2.65 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$26.25.

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Item 991 **PRO-RATING OF VOLUME INCENTIVE PERIOD**

Where the effective date of the tariff or contract falls on a day other than the first working day |N1| of the volume incentive period (see Item 990), the volume of revenue established in said tariff or contract shall be reduced pro rate for the first volume incentive period only by the number of working days between the first working day of the month and the effective date of the tariff.

|N1| Working days shall be all days in the month other than Saturdays, Sundays, and carrier's holidays.

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PROTECTIVE SERVICE

- a. Protection of shipments from freezing will not be furnished unless specific arrangements therefore are made in advance of tender and request therefore is endorsed on the bill of lading or shipper's order by the consignor. Freight must be properly labeled "Protect from Freezing" and bill of lading must specify same. If either labeling or notation on bill of lading is missing, AAA TRUCKING will not be liable for freight being frozen or damaged from the elements. AAA TRUCKING will only be liable to protect against a freezing mark of 32 degrees (32°) Fahrenheit or zero degrees (0°) Celsius (centigrade) or lower.
- b. During circumstances when the temperature drops below 15 degrees (15°) Fahrenheit, in an effort to protect the freight, we reserve the option of keeping freight in a protective environment at a AAA TRUCKING terminal and not putting freight on the street for delivery. This will void any and all penalties and charges due to a next day service failure.
- c. We do not maintain heated equipment within our fleet, however, we have facilities capable of storing freezables (i.e.: heated garages, dock areas and insulated trailers). We will accept shipments requiring protection against cold subject to equipment and facility availability.
- d. Protection on freezables is provided seven (7) days a week while the freight is in possession of AAA TRUCKING EXPRESS.
- e. In the event freight is being held and awaiting disposition from the shipper or consignee, AAA TRUCKING will act solely as a warehouseman and take due care of the freight to protect it from freezing. Freight will be in the care of AAA TRUCKING, however, at the Shipper's/Consignee's own risk and full liability will rest with the Shipper/Consignee.
- f. AAA TRUCKING does not offer temperature controlled service.
- g. A ten (10%) percent surcharge will be applied to the net charges on each shipment requiring protection from freezing on interlined / interchanged shipments with a connecting carrier destined to or originating from Canada.

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Item 820

RECONSIGNMENT OR DIVERSION

Carrier is not obligated to divert or reassign a shipment, but upon request of consignor, consignee, or owner, carrier may initiate the effort to divert or reassign subject to the following provisions:

- a. The terms "reconsignment" and "diversion" are considered to be the same and include the following requests:
 1. a change in the name of consignor or consignee;
 2. a change in the place of delivery within the original destination point;
 3. a change in the destination point; and
 4. return (recall) of a shipment at point of origin.
- b. Requests shall be made in writing or confirmed in writing if made by telephone. Requests may not be conditional or contingent upon any circumstance, and carrier will not accept any written notation on the bill of lading, shipper's order, package, or shipping tag made prior to the time reconsignment is requested.
- c. A request for reconsignment shall constitute the requesting party's guarantee of payment for all freight charges on the shipment or shipments in question.
- d. A request for reconsignment of a portion of a shipment may not be made, and such a request shall constitute authority to reassign the entire shipment.
- e. Charges for reconsignment shall be in addition to all other freight charges and shall be:
 1. Change in the Name of Consignor or Consignee
When a change in the name of consignee is requested, with no change in place of delivery, a charge of \$30.38 will apply.
 2. Change in the place of delivery within the original destination point
 - i. Prior to Tender of Delivery (See Note A).
When reconsignment requires a change in the place of delivery at destination (with or without a change in consignee's name) prior to tender of delivery, a charge of \$30.38 will apply.
 - ii. After Tender of Delivery (See Note B).
When reconsignment requires a change in the place of delivery at destination (with or without change in consignee's name) after tender of delivery, the charge will be the tariff rate from point of reconsignment to the final destination but not less than the rate from the origin to the final destination (See Note C).
 3. Change in the destination point
 - i. When reconsignment occurs at origin, a charge of \$30.38 will apply.
 - ii. When reconsignment occurs after a shipment has departed from origin, the charge will be the tariff rate from point of reconsignment to the final destination but not less than the rate from the origin to the final destination (See Note C).

Item 820.1

RECONSIGNMENT OR DIVERSION

Note A - Reconsignment prior to tender of delivery shall mean a change which occurs at a point directly intermediate over the route of movement to the original destination or at carrier's destination terminal before the shipment has been loaded in the delivery vehicle.

Note B - Reconsignment after tender of delivery shall mean a change which occurs after the shipment has arrived at destination or after the shipment has been loaded in the delivery vehicle at carrier's terminal as originally consigned.

Note C - The point of reconsignment shall be the destination point or the carrier's terminal at which a shipment is located when carrier acknowledges the reconsignment request can be honored.

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Item 165 **RATES STATED PER HUNDRED WEIGHT**

Except as otherwise specifically stated, rates and charges named in tariffs governed hereby are stated in cents per one hundred pounds.

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Item 830

REDELIVERY

- a. When through no fault of carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to effect delivery is first made during business hours, no further attempt will be made for redelivery except on request of consignee, consignee's agent, or contractor.
- b. If redelivery is made, the redelivery charge shall be the tariff rate from carrier's terminal (or other point at which a shipment is held) to the place of delivery and shall be in addition to all other charges, including but not limited to, the charge for movement from origin to place of delivery.
- c. If consignee elects to take delivery at carrier's premises in lieu of redelivery by carrier, or if carrier's terminal is also located at the point of destination, and a redelivery is performed upon request, the shipment will be subject to the tariff rate for the initial movement from origin to place at which shipment is held, but not less than the tariff rate from origin to original destination and an additional charge \$2.85 per 100 pounds subject to a minimum charge of \$17.40 and a maximum charge of \$364.00.
- d. The additional charge described in paragraph (c) will not apply on shipments consigned to camps, churches, schools, apartments, private residences, or other consignees not operating commercial facilities. Before attempting delivery to non-commercial consignees, carrier will arrange for a mutually satisfactory time when delivery can be accomplished.
- e. If consignee requests vehicle to be held over at destination, a detention charge of \$50.00 for each 12:00 o'clock midnight which occurs during the detention will apply.
- f. The term "business hours" means 8:00 a.m. to 4:00 p.m. Monday through Friday on days other than holidays (See Item 167).
- g. Where consignee maintains more than one receiving point at destination, and the shipping instructions do not specify at which receiving point the shipment is to be tendered, carrier may tender the shipment for delivery at any receiving point at the billed destination.
- h. Where specific reference is made to "vehicle," it means straight truck, semi-trailer, trailer, or four-wheeler, or any combination thereof using a single power unit.
- i. When through no fault of the carrier, a shipment cannot be delivered after the first redelivery attempt, the shipment then becomes subject to the provisions of Item 910 (Storage).
- j. The redelivery charge shall apply for each delivery attempt.

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Item 1002

REQUEST FOR DOCUMENTATION

When the payor of the freight charges requests any of the following as a prerequisite to payment or requires documentation to be remitted for any other reason, a charge of \$5.00 for each document or copy will apply. This shall include, but shall not be limited to, bill of lading, freight bills, statements, proofs of delivery etc.

The preparation by AAA TRUCKING of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges will be subject to a charge of \$.50 per line itemization, listing or description (or portion there) subject to a minimum charge of \$5.00 per page, per copy.

EDI or electronic billing or funds transfer. Each party shall be responsible for the retention of records relating to documents transmitted. No party shall be required to retain electronic files or records of documents transmitted by the other party for any period of time. Request for shipment information retransmissions electronically, via e-mail or via mail (hard copy) will be assessed a per shipment charge of \$3.00 (this includes but is not limited to, bill of lading, freight bills, statements, proofs of delivery, etc.).

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Item 860

RETURNED UNDELIVERED SHIPMENT

- a. All non-perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be returned to carrier's terminal. Consignor will be notified by mail of any such shipment within 48 hours after its return to terminal. Consignor will be allowed 48 hours free time following the date on which such notification is mailed to furnish disposition instructions. If such disposition is not furnished within the free time, shipment will be placed in storage at owner's expense.
- b. All perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be disposed of according to the terms of Section 4 of "Contract Terms and Conditions" of the bill of lading as provided in the governing classification.
- c. All shipments returned to carrier's terminal will be subject to the tariff rate or charge for such return movement in addition to the charge for the initial movement to the consigned destination.
- d. Storage charges (Item 910) are applicable for any shipment held at carrier's terminal beyond free time.

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Item 883

SHIPMENTS TENDERED AS TRUCKLOAD

When a shipment is tendered to carrier under a bill of lading or shipper's order marked "Tendered as a Truckload" or as "40,000 pounds" (or more), rates or charges shall be determined as follows:

- a. The shipment will be entitled to privileges normally afforded in tariff provisions pertaining to truckload shipments, and the truckload rate will not alternate with the less-than-truckload rate.
- b. Charges will be computed at the applicable truckload minimum weight, or actual weight if greater, but not less than 40,000 pounds.
- c. A corrected bill of lading will not be issued nor accepted to remove the truckload application. If Section 7 of the bill of lading (shipper's order) has been executed, the provisions thereof shall be considered null and void for the purpose of this Item.

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Item 822 **SHIPPING INSTRUCTIONS OR DESCRIPTION OF FREIGHT**

Carrier shall not be required to accept or honor any correction or amendment to a consignor's shipping instructions (shipping order, shipper's memorandum, or bill of lading) unless,

- i. the request, correction, or amendment is received by carrier within 30 days from the date the original bill of lading is issued, and
- ii. carrier can verify after its independent investigation that the correction, amendment, or circumstances forming the basis of the request are accurate.

The provisions of this Item shall not apply to corrected bills of lading issued by carrier.

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Item 885

SINGLE SHIPMENT CHARGE AND RULES

A single shipment picked up at one time and place, unaccompanied by any other shipments from the same pickup site will be subject to a charge of \$25.85 in addition to all other lawfully applicable charges. AAA's driver will make a diligent effort to write or stamp a declaration of the single shipment (e.g. single shipment or "S/S") on all bill of lading copies when the shipment is tendered. However, such notation or lack thereof will not be a consideration in determining the application of this charge.

Shipments weighing less than 500 pounds:

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

Shipments weighing 500 pounds or more:

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

EXCEPTIONS: The charge will not apply:

1. in connection with *Fast Freight*[®] shipments or
2. on shipments tendered to AAA by the shipper at AAA's terminal dock.

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Item 581 **SORTING, SEGREGATING, OR MARKING OF FREIGHT**

Where consignor, consignee, or other person responsible for freight bill payment requests banding, counting, labeling, marking, sorting, segregating, separating, tagging, weighing, wrapping, or other handling or holding of freight, carrier will perform such additional services where facilities permit at a charge of 150 cents per 100 pounds in addition to all other rates and charges subject to a minimum additional charge of \$15.00 per shipment. Where carrier does not receive line-haul revenue on any shipment or a separate portion of any shipment, the charges named in this item shall apply in addition to all other applicable charges. See also Item 910.

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Item 890 **RATES AND CHARGES SPECIAL SERVICES - HOURLY RATES**

- a. Application of hourly rates shall be made only where specific reference is made to this Item or where special service is requested other than normal carrier operations for which other line-haul rates or charges are not published.
- b. Time shall be computed from equipment's departure from carrier's terminal until return to that terminal.
- c. Minimum charge shall be for eight (8) hours.

Application of Rate Columns:

Column 1 - Rates apply during usual business hours. (See Note A).

Column 2 - Rates apply for operations on Saturday, Sunday, holidays, or other than usual business hours (See Item 167).

	<u>RATES (+)</u>	
	<u>Column 1</u>	<u>Column 2</u>
Straight truck or tractor trailer unit with driver	\$65.00	\$110.00
Additional labor per man	\$35.00	\$70.00

Note A - Usual business hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

(+) - Rates are stated in dollars and cents per hour or fraction thereof.

- d. Where reference is made for Fast Freight Services, refer to Items 992 and 993 in this tariff.

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Item 895

SPOTTING OF EMPTY EQUIPMENT

Upon request of customer and subject to availability of equipment, carrier will spot empty trailers, reposition empty or loaded trailers at users' facility, or pick up empty trailers subject to the following charges:

<u>Miles (+) not over</u>	<u>Charge per trailer</u>	<u>Miles (+) not over</u>	<u>Charge per trailer</u>
25	\$55.00	150	\$330.00
50	\$110.00	175	\$385.00
75	\$165.00	200	\$440.00
100	\$220.00		
125	\$275.00		

Note 1 - For distances over 200 miles, add to the charge for 200 miles \$55.00 for each additional 25-mile increment or fraction thereof to determine the charge.

(+) - For any distance not shown, use the next greater distance shown.

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Item 70 **DEFINITION OF STANDARD PALLET SIZE**

Except as otherwise specifically stated, rates and charges dependent on price per pallet or skid named in tariffs, contracts, and all other supporting correspondence or documentation shall be limited to pallets or skids not exceeding 40" x 48" x 48", and shall be subject to the following additional charges in the event the height exceeds 48 inches:

<u>Height of standard size pallet or skid:</u>	<u>Supplemental Charge</u>
49 inches - 60 inches	An additional 50% of the negotiated rate
61 inches and over	An additional 100% of the negotiated rate

Each standard size pallet or skid of freight not exceeding 40" x 48" x 48" is subject to a maximum allowable weight of 2,500 lbs., and shall be subject to the following additional charges in the event the weight exceeds 2,500 lbs:

<u>Weight of standard size pallet or skid:</u>	<u>Supplemental Charge</u>
2,501 pounds - 2,999 pounds	An additional 50% of the negotiated rate
3,000 pounds and over	An additional 100% of the negotiated rate

These charges are in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

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STOPOFFS

- a. A shipment subject to a minimum weight of 20,000 pounds or greater on one bill of lading on one day may be stopped enroute between origin and final destination to complete loading or to partially unload (but not both loading and unloading) subject to circuitry limitations (Note A) and all other provisions of this Item.
- b. Arrangement must first be made with carrier prior to tender of any portion of the shipment.
- c. Substitution of other property for that originally loaded or exchange of contents of the load in any manner is prohibited.
- d. On shipments stopped off for partial unloading, charges shall be based upon the minimum weight, or actual weight is greater, of the entire shipment at the truckload rate applicable from original point of shipment to the point to which the highest rate applies where any portion of the shipment is delivered.
- e. On shipments stopped off for partial loading, charges shall be based on the minimum weight, or actual weight if greater, of the entire shipment at the truckload rate applicable to the final destination from the point from which the highest rate applies where any portion of the shipment was loaded.
- f. A maximum of three (3) stops, excluding original pickup or final delivery, is permitted. The additional charge for each stop of \$75.00, except that additional pickups or deliveries within the same plant facility (which will be considered stops under this Item) will be subject to a stopoff charge of \$38.00. If shipment is consigned to more than one consignee, all charges must be prepaid.
- g. Stopoff is not permitted on shipments consigned "C.O.D." or to be delivered only on shipper's order, or when accompanied by any instructions from consignor requiring the surrender or presentation of the bill of lading, a written order, or requiring other documents as a condition precedent to delivery at stopoff points or moving under uniform bill of lading having Section 7 thereof signed.
- h. The bill of lading must show, in addition to the points at which stopoff is to be made, the description and weight of the articles to be loaded or unloaded and the name and address of the parties who will load or unload at the stopoff points. Carrier shall make notation on freight bill showing date, description, quantity, and weight of the articles loaded or unloaded at stopoff points.
- i. Stopoff privileges apply only on shipments transported on a single tractor trailer unit, and only one freight bill will be rendered for the entire shipment.

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Item 910

STORAGE

Freight held in carrier's possession by reason of an act or an omission of the consignor, consignee, or owner, or for customs clearance or inspection will be considered to be in storage immediately upon interruption of the through movement in line-haul service.

- a. Storage charges on freight awaiting line-haul transportation or forwarding instructions will begin at 7:00 a.m. the day after freight is received by carrier.
- b. Storage on undelivered freight will be subject to the free time provisions of Item 860. If freight is held at carrier's terminal at request of consignor, consignee, or owner in lieu of public storage, it will be subject to the storage charges provided in this Item.
- c. Freight stored in carrier's possession will be assessed a charge of 110 cents per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to the following:

Minimum Storage Charge: \$18.00 per shipment per each 24 hours, but not less than \$35.00 for the entire storage period.

<u>Maximum Storage Charge</u>	<u>Charge</u>
For the first 24 hours or fraction thereof	\$85.00
For the second 24 hours or fraction thereof	\$115.00
For the third and each succeeding 24 hours or fraction thereof	\$170.00

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THIRD PARTY BILLING

- a. When a third party, other than the consignor or consignee shown on the bill of lading or shipper's order, is responsible for payment of freight charges, the name and address of the third party must be placed on the bill of lading or shipper's order by the consignor at the time of shipment, except as provided in paragraph (c) below.
- b. Where consignor requests carrier to bill a third party, the shipment must be prepaid, and payment of freight charges must be guaranteed by the consignor. Consignor must immediately pay the freight charges (in lieu of payment by the third party) where a third party fails to pay such charges within carrier's credit period.
- c. Where consignor or consignee instructs carrier to bill a third party not shown on the bill of lading or shipper's order at the time of initial shipment, an additional charge of \$25.96 will be assessed in addition to all other charges and will be the responsibility of the party paying the freight bill. The party instructing carrier to issue a third party billing shall guarantee payment of all charges.
- d. Third party billing may not be requested where Section 7 of the bill of lading (shipper's order) is executed, and the provisions of Section 7 will not apply where third party billing is requested.
- e. Except as provided in paragraph (c), a consignee may not request third party billing.
- f. Exceptions ratings will not apply on shipments for which third party billing is requested or extended. Exceptions ratings, as further provided for in carrier's other tariffs, will apply only where authorized for the consignor or consignee shown on the shipping order (bill of lading).

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Item 918

TRAILER RENTAL

- a. Upon prior arrangement with carrier and subject to availability of equipment, carrier will furnish trailers for the temporary use by customers, subject to Item 895 (Spotting of Empty Equipment) at a charge of \$50.00 per day, including Saturdays, Sundays, and holidays (See Note 1).
- b. Trailers must be relinquished within 24 hours of carrier's request, and upon pickup by carrier, relinquished in the same condition as when spotted. Costs or expenses incurred by carrier to restore, repair, or unload trailers shall be assessed against the user in addition to the daily charge.

Note 1 - Trailers spotted pursuant to this Item shall not be subject to Item 985 (Vehicles Furnished But Not Used).

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Item 980

UNNAMED POINTS

Shipments consigned to any point for which a rate is not named shall be rated to the next distant point for which a rate is named.

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Item 999

USE OF CORPORATE ADDRESS

- a. The use of carrier's corporate address on each page in this tariff shall be identified as 104 Sunfield Avenue, Edison, NJ 08837 by reference to this Item 999 effective June 1, 2001.

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Item 985

VEHICLES FURNISHED BUT NOT USED

- a. When carrier, upon receipt of a request to pick up a shipment or furnish a vehicle for expedited service or for exclusive use, has dispatched a vehicle for such purpose, and due to no disability, fault of the carrier, the shipment is not tendered, or the vehicle is not used, a charge of \$100.00 per vehicle will be assessed.
- b. No charge will be assessed if the carrier is notified prior to the dispatching of the vehicle that the shipment will not be tendered or that the vehicle will not be used.
- c. Where carrier and carrier's driver are not notified within 120 minutes of arrival at the point designated for pickup that a shipment will not be tendered or carrier's vehicle is detained at such point for a period greater than 120 minutes for any reason beyond carrier's control, charges in addition to that specified in paragraph (a) of this Item shall apply as follows:

For the first 60 minutes or fraction thereof beyond the initial 120 minute period (free time) for loading.....\$50.00
For each additional 15 minute period or fraction thereof.....\$12.50

- d. Charges provided for in this Item shall be assessed against the party making the request for service.

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Item 998

VEHICLES FURNISHED FOR DELIVERY

- a. When a shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the minimum weight and rate applicable thereto, except that the additional vehicle(s) carrying the excess will be assessed a flat \$300.00 minimum charge per additional vehicle.
- b. This flat \$300.00 minimum charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

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Item 191

VERBAL QUOTES

Verbal quotes are estimates only and the charge quoted verbally is subject to change depending on the shipment and freight characteristics.

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VOLUME INCENTIVE PERIOD

- a. For the purposes of determining volume incentive reductions, the volume incentive period shall begin at 12:01 a.m. on the first day of each calendar month and shall conclude at 11:59 pm on the last day of each calendar month. [N1]
- b. An exception to the monthly volume incentive period will be noted by tariff or contract publication, and shall begin at 12:01 a.m. on the first day of each calendar quarter and shall conclude at 11:59 pm on the last day of each calendar quarter. [N2]

[N2] First calendar quarter is January, February and March
Second calendar quarter is April, May and June
Third calendar quarter is July, August and September
Fourth calendar quarter is October, November and December

- c. For the purposes of determining the volume incentive period into which any qualifying shipment may fall, the time and day of carrier's receipt as shown on the bill of lading shall govern in the case of prepaid shipments qualifying for volume incentive reductions.
- d. For the purposes of determining the volume incentive period into which any qualifying shipment may fall, the time and day of consignee's acceptance as shown on the delivery receipt shall govern in the case of collect shipments qualifying for volume incentive reductions.
- e. In no case shall revenue attributed to any shipment be used in more than one volume incentive period.
- f. In no case shall revenues accruing in one volume incentive period be brought forward for any purpose in determining charges or reductions in any prior or subsequent volume incentive period.
- g. Incentive charges or reductions totaling \$100.00 or less in one monthly volume incentive period or \$249.99 or less in one quarterly volume incentive period will not qualify as an incentive charge or reduction and will not be released to customer. In no case shall this amount be brought forward for any purpose in determining charges or reductions in any prior or subsequent volume incentive period.
- h. Except as otherwise provided by tariff or contract publication, rate floor minimum or absolute minimum charge shipments will not qualify for volume incentive or allowance reductions.
- i. In order to qualify for volume incentive reductions or allowances, the freight bill must be paid within 30 days. If on the 31st day the bill remains unpaid, the customer will not qualify for the volume incentive reduction or allowance.

[N1] Except as otherwise provided by tariff or contract publication, prepaid shipments consigned before and collect shipments received before the effective date of the tariff or contract shall not qualify for reductions established in this tariff. Similarly, prepaid shipments consigned after, and collect shipments received after the expiration date or cancellation of this tariff shall not qualify for reductions established in this tariff except as otherwise provided by a superseding tariff.

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Item 995

WEIGHTS & INSPECTION

- a. A weights and inspection charge will apply for any freight bill where an adjustment to linehaul charges has been made due to an inspection or re-weigh that result in a change in the shipment weight or change in the commodity NMFC class.
- b. Where the adjustment increases linehaul charges by \$20.00 or more, the weights and inspection charge per bill shall be \$10.00.
- c. This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

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