



## **ABF 111-AM**

### **Introduction**

The standard transportation services provided by ABF Freight System Inc.® (ABF Freight®) and considered in our standard linehaul charges include normal pickup service at origin over the road transportation of the commodities; and normal delivery at final destination at a dock facility designed to receive freight shipments.

This publication contains the explanation of, and charges for, optional services that may be requested by the shipper, consignee or third party payor beyond those normally associated with standard transportation. Rules, charges and conditions of these optional services will apply on all shipments moving under pricing publications and agreements, including individual customer agreements, where ABF 111 is shown as a governing publication.

Provisions in this publication apply on shipments tendered on or after February 4, 2019 and are subject to change. Any exceptions will be noted in specific account pricing provisions.

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

*Last revised: November 26, 2019*

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

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

## A Summary Of Frequently Used Special Services – ABF111-AM

Special Service	Charges	Item
<b>Advancing Charges</b>	6% of amount advanced; minimum charge of 100.00	<a href="#">300</a>
<b>Arrival Notification and Special Handling</b>	56.00 per shipment, including appointment (at no additional charge)	<a href="#">485-1</a>
<b>Bills of Lading, Freight Bills and Statements of Charges</b>	Itemized information as a prerequisite for payment will be subject to a charge of 16.25 for each document or copy	<a href="#">360</a>
<b>Certified Weight Receipt</b>	40.00 per certified weight receipt per shipment	<a href="#">993</a>
<b>Collect On Delivery (COD) Shipments</b>	6% of COD amount, including appointment (at no additional charge); minimum charge of 140.00	<a href="#">430</a>
<b>Construction Site/Limited Access P/U or Del</b>	11.00 per cwt; 150.00 minimum and 475.00 maximum per shipment	<a href="#">440</a>
<b>Customs or In Bond Freight</b>	5.00 per cwt; 150.00 minimum and 475.00 maximum per shipment per trailer. For the boroughs of Manhattan, Brooklyn, Queens and the Bronx, charges are 10.00, 215.00, 805.00, respectively.	<a href="#">480</a>
<b>Delivery of Freight Bill Prior to Del of Shipment</b>	No charge for this service. See item for additional considerations.	<a href="#">485</a>
<b>Detention - Vehicles With Power Units</b>	50.00 per vehicle per 15 minutes; 52.50 minimum. See item for determination of allowed free time.	<a href="#">500</a>
<b>Detention - Vehicles Without Power Units</b>	24 hour free time. 193.95 per day for additional 48 hours. See item for additional time periods.	<a href="#">501</a>
<b>Disposal of Packing Material, Debris, Trash</b>	66.53 per 15 minutes	<a href="#">680</a>
<b>Diversion-Motor To Air Transportation</b>	Unloading and reloading: 120.00 per half hour per man, min. 135.00 Delivery to air terminal: 19.50 per cwt, minimum charge of 135.00	<a href="#">517</a>
<b>Exclusive Use and Control of Vehicle or Doubles Trailer</b>	See item for charges and application.	<a href="#">525</a>
<b>Export or Import Shipment Requirements at the U.S.- Canadian Border</b>	Unloading, handling and loading: 4.75 per cwt, min. charge of 27.10. Storage: 3.63 per cwt, 18.32 per shipment per calendar day, subject to minimum of 64.60 per shipment	<a href="#">550</a>
<b>Flatbed Service</b>	11.90 per cwt, 395.00 minimum and 995.00 maximum per shipment per piece of special equipment.	<a href="#">959</a>
<b>Forklift Service</b>	240.00 per shipment per trailer	<a href="#">560-1</a>
<b>Ground Pickup or Delivery Service</b>	9.00 per cwt; 180.00 minimum and 425.00 maximum per occurrence*	<a href="#">758</a>
<b>Hazardous Materials</b>	See Item for charges.	<a href="#">973</a>
<b>Inside Delivery-Handling Freight at Positions Not Immediately Adjacent to Vehicle</b>	13.00 per cwt. 130.00 minimum and 1300.00 maximum per occurrence*. For the borough of Manhattan, charges are 30.00, 150.00, 1450.00, respectively.	<a href="#">566</a>
<b>Liability Limitations</b>	An additional charge of 3% of the requested excess coverage, subject to a minimum charge of 82.00. See item for non-domestic shipments.	<a href="#">780-1</a>
<b>Liftgate Service</b>	9.00 per cwt; 180.00 minimum and 425.00 maximum per occurrence*	<a href="#">758</a>
<b>Loading or Unloading, Extra Labor</b>	135.00 per man per hour (1 hour min.) 8 am-5 pm Mon-Fri 240.00 per man per hour (1 hour min.) 5 pm-8 am Mon-Fri 240.00 per man per hour (700.00 minimum charge) Saturday	<a href="#">560</a>
<b>Marking or Tagging Freight</b>	6.00 per package, minimum charge of 85.00	<a href="#">580</a>
<b>Over-dimension Freight</b>	90.00 per shipment containing one or more articles that = > 8' but < 11' in length 130.00 per shipment containing one or more articles that = > 11' but < 14' in length 180.00 per shipment containing one or more articles that = > 14' but < 20' in length 350.00 per shipment containing one or more articles that = > 20' but <= 27' in length	<a href="#">670</a>
<b>Pickup/Delivery Service - Non-Business</b>	See Item for charges.	<a href="#">754</a>
<b>Pickup/Delivery Service, Special Equipment</b>	11.90 per cwt, 395.00 minimum and 995.00 maximum per shipment per piece of special equipment.	<a href="#">959</a>
<b>Reconsignment or Diversion</b>	See Item for charges.	<a href="#">820</a>
<b>Redelivery</b>	13.00 per cwt; 115.00 minimum and 550.00 maximum per occurrence*. Minimum charge of 140.00 on order notify	<a href="#">830</a>
<b>Residential Pickup/Delivery</b>	11.00 per cwt; 150.00 minimum and 475.00 maximum per shipment. 185.90 minimum for zips 70001 – 70499.	<a href="#">751</a>
<b>Secured Shipment Divider Service</b>	335.00 usage fee, 135.00 per hour per man when ABF Freight is required to install temporary stowing components to safely transport a shipment.	<a href="#">881</a>
<b>Single Shipment Charge</b>	42.00 per shipment rated at less than 500 lbs or as a minimum charge	<a href="#">885</a>
<b>Sorting and Segregating/Spec. Handling (Para. 5)</b>	1.40 per package, minimum charge of 120.00	<a href="#">750</a>
<b>Stopoff for Partial Loading/Unloading</b>	390.00 per each stop	<a href="#">900</a>
<b>Storage</b>	5.00 per cwt; 35.00 minimum per day; 125.00 minimum per shipment. Maximum charge per day per vehicle of 300.00	<a href="#">910</a>
<b>Time Definite Delivery - On, By or Between the Date(s)</b>	See item for full details.	<a href="#">486</a>

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

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ITEM 100

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

### KIND OF TARIFF ISSUING AGENT AND TARIFF SERIES

Classification, Governing	STB NMF 100
Commodity Classification for Exempt Commodities and General Exceptions to the NMFC	ABF 100
Mileage Guide	HGB 100
Direct Service Points	Internet Site (arcb.com)

## LIST OF PARTICIPATING CARRIERS

ITEM 105

The company participating in this tariff is ABF Freight System Inc.

## DEFINITIONS

ITEM 110

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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- B. **Inbound Collect** means Mode 1 or Mode 3 collect shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.
  - C. **Outbound Collect** means Mode 1 or Mode 2 collect shipments originating from a facility of the shipper for whom special tariff provisions, to be applied are named.
  - D. **Inbound Prepaid** means Mode 1 or Mode 3 prepaid shipments delivered to a facility of the consignee for whom the special tariff provisions, to be applied are named.
12. The term(s) "Specific Account Pricing," "Account Pricing," "Named Account Pricing," "Named Shipper Pricing," "Account Code Pricing," "Special Tariff Provisions," or similar words mean rates, charges, tariff or contract provisions that are restricted to apply only for the identified account.

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

13. Refund, deduct, incentive refund and incentive deduct discounts are defined:
- A. Refund discounts are those discounts described by the use of the term(s) "refund," "claim," "abstract," "off bill" or similar words when no part of the discount is to be shown as a deduction on the freight bill. Incentive refund discounts apply similarly, but are further described by use of the term(s) "incentive," "volume incentive," "threshold," "per shipment" or similar words. Federal law requires that off-bill discounts/refunds and the party to whom they are paid be disclosed on the copy of the carrier freight bill presented for payment.
  - B. Deduct discounts are those discounts which result in a reduction in the charges on the freight bill. Incentive deduct discounts apply similarly, but are further described by use of the term(s) "incentive," "volume incentive," "threshold," "per shipment" or similar words.
14. The terms "effectively occupying," "effective occupancy," "effective cube," and similar terms, refer to the line-haul equipment space required to transport a shipment. Unless otherwise specified, "cubic feet" of a shipment will mean "effective occupancy" of that shipment.

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

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

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

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

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

### **THIRD PARTY LOGISTICS PROVIDERS**

### **ITEM 115**

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

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

#### **Section 1: Insurance**

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

#### **Section 2: Payment**

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

### **GOVERNING LAW**

### **ITEM 125**

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

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

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

#### APPLICATION OF ABF FREIGHT CLASS RATE TARIFFS

#### ITEM 130

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

502-AP	503-U	504-AP	514-AJ	524-Y
50202	5030701	50402	51402	5241010
50203	5030703	50403	51403	5241107
50204	5030802	50404	51404	5241206
5029801	5030901	5049801	5149801	5241305
5029901	5031001	5049901	5149901	5241403
5029909	5031010	5049909	5149909	5241411
5020008	5031102	5040008	5140004	5241510
5020108	5031107	5040108	5140008	5241608
5020208	5031206	5040208	5140108	5241705
5020307	5031305	5040307	5140208	5241804
5020406	5031403	5040308	5140307	5241902
5020505	5031411	5040406	5140406	
5020604	5031510	5040505	5140505	
5020703	5031608	5040604	5140604	
5020802	5031705	5040703	5140703	
5020901	5031804	5040802	5140802	
5021001	5031902	5040901	5140901	
5021010		5041001	5141001	
5021107		5041010	5141010	
5021206		5041107	5141107	
5021305		5041206	5141206	
5021403		5041305	5141305	
5021411		5041403	5141403	
5021510		5041411	5141411	
5021608		5041510	5141510	
5021705		5041608	5141608	
5021804		5041705	5141705	
5021902		5041804	5141804	
		5041902	5141902	

#### FORCE MAJEURE

#### ITEM 135

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

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## **APPLICATION OF TARIFF**

**ITEM 150**

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

## **NON-APPLICATION**

**ITEM 151**

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

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

## **APPLICATION OF SPECIAL CHARGE WAIVERS**

**ITEM 155**

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

## **QUOTATION OF ESTIMATED CHARGES**

**ITEM 160**

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

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**COMPUTATION AND APPLICATION OF FUEL SURCHARGE**

**ITEM 161**  
Billcode: FSC

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

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

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

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1.86	1.87	18.3%	36.6%
1.87	1.88	18.3%	36.6%
1.88	1.89	18.3%	36.6%
1.89	1.90	18.3%	36.6%
1.90	1.91	18.4%	36.8%
1.91	1.92	18.4%	36.8%
1.92	1.93	18.4%	36.8%
1.93	1.94	18.4%	36.8%
1.94	1.95	18.5%	37.0%
1.95	1.96	18.5%	37.0%
1.96	1.97	18.5%	37.0%
1.97	1.98	18.5%	37.0%
1.98	1.99	18.6%	37.2%
1.99	2.00	18.6%	37.2%
2.00	2.01	18.6%	37.2%
2.01	2.02	18.7%	37.4%
2.02	2.03	18.7%	37.4%
2.03	2.04	18.8%	37.6%
2.04	2.05	18.9%	37.8%
2.05	2.06	18.9%	37.8%
2.06	2.07	19.0%	38.0%
2.07	2.08	19.0%	38.0%
2.08	2.09	19.1%	38.2%
2.09	2.10	19.1%	38.2%
2.10	2.11	19.2%	38.4%
2.11	2.12	19.3%	38.6%
2.12	2.13	19.3%	38.6%
2.13	2.14	19.4%	38.8%
2.14	2.15	19.4%	38.8%
2.15	2.16	19.5%	39.0%
2.16	2.17	19.6%	39.2%
2.17	2.18	19.6%	39.2%
2.18	2.19	19.7%	39.4%
2.19	2.20	19.7%	39.4%
2.20	2.21	19.8%	39.6%
2.21	2.22	19.8%	39.6%
2.22	2.23	19.9%	39.8%
2.23	2.24	20.0%	40.0%
2.24	2.25	20.0%	40.0%
2.25	2.26	20.1%	40.2%
2.26	2.27	20.1%	40.2%
2.27	2.28	20.2%	40.4%
2.28	2.29	20.2%	40.4%
2.29	2.30	20.3%	40.6%
2.30	2.31	20.4%	40.8%
2.31	2.32	20.4%	40.8%
2.32	2.33	20.5%	41.0%
2.33	2.34	20.5%	41.0%

3.12	3.13	25.1%	50.2%
3.13	3.14	25.2%	50.4%
3.14	3.15	25.2%	50.4%
3.15	3.16	25.3%	50.6%
3.16	3.17	25.4%	50.8%
3.17	3.18	25.4%	50.8%
3.18	3.19	25.5%	51.0%
3.19	3.20	25.5%	51.0%
3.20	3.21	25.6%	51.2%
3.21	3.22	25.6%	51.2%
3.22	3.23	25.7%	51.4%
3.23	3.24	25.8%	51.6%
3.24	3.25	25.8%	51.6%
3.25	3.26	25.9%	51.8%
3.26	3.27	25.9%	51.8%
3.27	3.28	26.0%	52.0%
3.28	3.29	26.0%	52.0%
3.29	3.30	26.1%	52.2%
3.30	3.31	26.2%	52.4%
3.31	3.32	26.2%	52.4%
3.32	3.33	26.3%	52.6%
3.33	3.34	26.3%	52.6%
3.34	3.35	26.4%	52.8%
3.35	3.36	26.5%	53.0%
3.36	3.37	26.5%	53.0%
3.37	3.38	26.6%	53.2%
3.38	3.39	26.6%	53.2%
3.39	3.40	26.7%	53.4%
3.40	3.41	26.7%	53.4%
3.41	3.42	26.8%	53.6%
3.42	3.43	26.9%	53.8%
3.43	3.44	26.9%	53.8%
3.44	3.45	27.0%	54.0%
3.45	3.46	27.0%	54.0%
3.46	3.47	27.1%	54.2%
3.47	3.48	27.2%	54.4%
3.48	3.49	27.2%	54.4%
3.49	3.50	27.3%	54.6%
3.50	3.51	27.3%	54.6%
3.51	3.52	27.4%	54.8%
3.52	3.53	27.4%	54.8%
3.53	3.54	27.5%	55.0%
3.54	3.55	27.6%	55.2%
3.55	3.56	27.6%	55.2%
3.56	3.57	27.7%	55.4%
3.57	3.58	27.7%	55.4%
3.58	3.59	27.8%	55.6%
3.59	3.60	27.8%	55.6%

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2.34	2.35	20.6%	41.2%
2.35	2.36	20.7%	41.4%
2.36	2.37	20.7%	41.4%
2.37	2.38	20.8%	41.6%
2.38	2.39	20.8%	41.6%
2.39	2.40	20.9%	41.8%
2.40	2.41	20.9%	41.8%
2.41	2.42	21.0%	42.0%
2.42	2.43	21.1%	42.2%
2.43	2.44	21.1%	42.2%
2.44	2.45	21.2%	42.4%
2.45	2.46	21.2%	42.4%
2.46	2.47	21.3%	42.6%
2.47	2.48	21.4%	42.8%
2.48	2.49	21.4%	42.8%
2.49	2.50	21.5%	43.0%
2.50	2.51	21.5%	43.0%
2.51	2.52	21.6%	43.2%
2.52	2.53	21.6%	43.2%
2.53	2.54	21.7%	43.4%
2.54	2.55	21.8%	43.6%
2.55	2.56	21.8%	43.6%
2.56	2.57	21.9%	43.8%
2.57	2.58	21.9%	43.8%
2.58	2.59	22.0%	44.0%
2.59	2.60	22.0%	44.0%
2.60	2.61	22.1%	44.2%
2.61	2.62	22.2%	44.4%
2.62	2.63	22.2%	44.4%
2.63	2.64	22.3%	44.6%
2.64	2.65	22.3%	44.6%
2.65	2.66	22.4%	44.8%
2.66	2.67	22.5%	45.0%
2.67	2.68	22.5%	45.0%
2.68	2.69	22.6%	45.2%
2.69	2.70	22.6%	45.2%
2.70	2.71	22.7%	45.4%
2.71	2.72	22.7%	45.4%
2.72	2.73	22.8%	45.6%
2.73	2.74	22.9%	45.8%
2.74	2.75	22.9%	45.8%
2.75	2.76	23.0%	46.0%

3.60	3.61	27.9%	55.8%
3.61	3.62	28.0%	56.0%
3.62	3.63	28.1%	56.2%
3.63	3.64	28.1%	56.2%
3.64	3.65	28.2%	56.4%
3.65	3.66	28.3%	56.6%
3.66	3.67	28.4%	56.8%
3.67	3.68	28.4%	56.8%
3.68	3.69	28.5%	57.0%
3.69	3.70	28.6%	57.2%
3.70	3.71	28.7%	57.4%
3.71	3.72	28.7%	57.4%
3.72	3.73	28.8%	57.6%
3.73	3.74	28.9%	57.8%
3.74	3.75	29.0%	58.0%
3.75	3.76	29.1%	58.2%
3.76	3.77	29.2%	58.4%
3.77	3.78	29.2%	58.4%
3.78	3.79	29.3%	58.6%
3.79	3.80	29.4%	58.8%
3.80	3.81	29.5%	59.0%
3.81	3.82	29.6%	59.2%
3.82	3.83	29.7%	59.4%
3.83	3.84	29.8%	59.6%
3.84	3.85	29.9%	59.8%
3.85	3.86	30.0%	60.0%
3.86	3.87	30.1%	60.2%
3.87	3.88	30.2%	60.4%
3.88	3.89	30.3%	60.6%
3.89	3.90	30.4%	60.8%
3.90	3.91	30.5%	61.0%
3.91	3.92	30.6%	61.2%
3.92	3.93	30.7%	61.4%
3.93	3.94	30.8%	61.6%
3.94	3.95	30.9%	61.8%
3.95	3.96	31.0%	62.0%
3.96	3.97	31.1%	62.2%
3.97	3.98	31.2%	62.4%
3.98	3.99	31.3%	62.6%
3.99	4.00	31.4%	62.8%
4.00	4.01	31.5%	63.0%
4.01	*	*	*

\*Note:

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



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Application:

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

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

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

## **CALIFORNIA COMPLIANCE SURCHARGE**

**ITEM 162**  
Billcode: CCS

Shipments originating from and/or destined to the state of California will be subject to a charge of \$12.95 per shipment due to higher operating costs, including but not limited to compliance with California state regulations. The charges provided in this item will not apply to shipments moving under a Volume Spot Quote (VPQ), a Time-Critical Spot Quote (TPQ), a Final-Mile Spot Quote (KPQ) or a U-Pack® Spot Quote (UPQ).

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

**ITEM 164**

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

## **APPLICATION OF RATES - ZIP CODE PREFIX**

**ITEM 165**

1. Where rates are determined or the application of those rates is governed by Zip Code Prefix Groups, those Groups include all points assigned to the same first three digits of the U.S. Postal Service Zip Code. For example, where a Zip Prefix Group such as "386 thru 394" or "386-394" is used, the Zip Code Prefix Group is all inclusive of such three-digit zip code numbers.
2. A zip code prefix assigned to a customer's physical location will be used for rate making purposes.

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3. Base rate tariffs not issued by ABF Freight are defined as foreign tariffs. When a foreign tariff, or an older ABF Freight rate tariff, is used as the basis for rating a shipment as part of applicable Specific Account Pricing provisions, and the bill of lading covering the shipment is shipped from or consigned to a U.S. zip code or a Canadian postal zone that is not identified and included within the applicable rating tariff, then the shipment rating will be accomplished by using the following hierarchy:
  - a. Apply the most recently-assigned zip code or postal zone for the origin (or destination) that is identified and included in the rating tariff.
  - b. Apply the current ABF Freight base rate tariff.
  - c. Rate the shipment from the ABF Freight terminal nearest the origin (or to the ABF Freight terminal nearest the destination), with an advancing charge (or beyond charge) if required.

### APPLICATION OF SPECIFIC ACCOUNT PRICING

ITEM 166

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

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

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

Account Information Management System Supervisor  
ABF Freight System Inc.  
3801 Old Greenwood Road (Zip 72903)  
Post Office Box 10048  
Fort Smith, AR 72917-0048

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

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

### AUTHORIZED SIGNATURES FOR TRANSPORTATION AGREEMENTS OR CONTRACTS

ITEM 168

ABF Freight's President, ABF Freight's Vice President – Pricing, Treasurer and Controller, and other ABF Freight officers are the only representatives or employees authorized to sign agreements or contracts covering the price, terms or conditions of ABF Freight's transportation services. No other employee or representative of ABF Freight is authorized to sign such agreements or contracts on behalf of ABF Freight.

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

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

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

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

The signature of an ABF Freight employee on the bill of lading only acknowledges receipt of the freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by ABF Freight.

#### **AUTHORIZATION TO SCREEN AIR CARGO**

**ITEM 170**

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

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

**ITEM 175**

ABF Freight serves points in Hawaii, Puerto Rico or the Virgin Islands through ABF Cartage Inc. (ABFC).

Shipments moving between points in the contiguous United States and points in Hawaii, Puerto Rico or the Virgin Islands will be routed and rated jointly via ABF Freight and ABFC (to the extent service is provided) unless the shipper (or consignee) specifically requests other arrangements and so notes that request on the bill of lading when the shipment is tendered to the originating carrier.

#### **BOATS, KAYAKS, OR CANOES - PACKING OR PACKAGING**

**ITEM 261**

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

#### **CARBON BLACK**

**ITEM 262**

Billcode: CARBCK

ABF Freight, at its discretion, may accept shipments containing carbon black commodities (NMFC Item 23900, 23940, 23975, 23980, 40560, 40590, 40600, 40650, 40660 and/or 089820). A charge of \$250.00 per shipment will apply for NMFC Item 40560. For all other carbon black commodities outlined herein, a charge of \$550.00 per shipment will apply.

#### **ADVANCING CHARGES (Exception to NMF 100, Item 300)**

**ITEM 300**

Billcodes: ADV, ADVF

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

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

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

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

1. Inbound transportation charges (ocean transportation charges moving in foreign commerce will not be advanced).
2. Loading or unloading charges.
3. Charges for packing and crating the shipment.
4. Drayage charges, defined as local transportation within the pickup terminal area from actual origin to the line-haul carrier's dock.
5. In Bond or custom house charges.
6. Wharfage or handling charges on import shipments.
7. Warehouse storage or warehouse handling charges.
8. Broker's fees on customs or In Bond shipments (See Notes 1 and 2).
9. Demurrage.
10. Carrier's storage.
11. Immediate transportation entry (IT) paper.

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

Note 2 - Provisions of this item do not include the advancing of broker's fees on In Bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

## ALLOWANCES

## ITEM 315

Billcodes: LDA, ULDA

Allowances are subject to the following:

### Section 1: General Provisions

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

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## **Section 2: Definition**

"Allowance" is an amount reimbursed to the Customer for performing (un)loading services that are usually performed by ABF Freight. The amount must be reasonably related to the cost that ABF Freight would have otherwise incurred.

## **Section 3: Loading & Unloading Allowances**

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

## **Section 4: Pallet Allowances**

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

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

When the shipper elects to tender shipment(s) at ABF Freight's origin dock or the consignee elects to accept delivery at ABF Freight's destination dock, instead of the normal pickup or delivery service as provided in Item 750, ABF 111, the following will apply:

1. When a specific allowance is established for the party performing the service, the established allowance in cents per one hundred pounds of actual weight will apply.
2. At the option of ABF Freight, the party performing the service may be paid an allowance for each service performed of \$0.50 per one hundred pounds of actual shipment weight, subject to a minimum of \$20.00 and a maximum of \$40.00 per shipment.

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

Allowances paid under the provisions of this Section 5 will:

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

### **ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**ITEM 345**

#### **Arrival Notice:**

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

#### **Undelivered Freight:**

If ABF Freight cannot deliver the freight through no fault of its own, the shipment will be subject to applicable storage or detention charges.

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## BILLING AND INVOICING - NON-STANDARD

### ITEM 355

Billcode: CNSB

When the service of creating and/or providing a master bill of lading (MBOL) for invoicing purposes is requested by a party to the shipment transaction, a flat charge of \$110.00 per shipment will apply. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. ABF Freight does not obligate itself to provide this service.

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

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

1. ABF Freight will accept the shipment when tendered by the party in possession of the shipment.
2. The document on which the shipment is tendered, whether issued by ABF Freight, the consignor or other party tendering the shipment will be used only to acknowledge receipt of the freight and will not be considered a bill of lading. The receipt will only show information about the payor of the freight charges, the consignee and consignee's location as requested by the payor or requesting party.
3. ABF Freight will issue a bill of lading for the complete transportation of the shipment or execute the bill of lading if issued by the requesting party. In either case, the bill of lading must contain all information required by law and all information required by ABF Freight to perform normal shipment transportation services and to calculate applicable freight charges.
4. ABF Freight will make delivery to the consignee on a delivery receipt that shows only information about the shipper (consignor), TPB or party paying the freight charges as requested by the payor or requesting party.
5. The request for this service must be made sufficiently in advance to permit performance of the above described functions.
6. ABF Freight will attempt to perform this service but will bear no responsibility or liability for inadvertent disclosure or incorrect delivery.
7. In addition to all otherwise applicable charges, including but not limited to the charge for Marking or Tagging as provided in Item 580, ABF 111 Series, a flat charge of \$110.00 per shipment per trailer will apply for the service provided in this item.

## BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES

(Addition to NMF 100, Item 360)

### ITEM 360

Billcode: BL

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

1. The return of any part of bill of lading sets or copies thereof, other than the one shipper furnished copy. When as a prerequisite to payment, the shipper furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with the freight bill.
2. Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1 (e).

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3. The preparation by ABF Freight of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges will be subject to a charge of \$1.50 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$16.25 per page, per copy.
4. Any form or copies of forms, other than those described in Section 1 (f), to be submitted with freight bills or statements of charges.
5. Any information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges.

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

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

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

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

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

**ITEM 360-2**

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

### **BILL OF LADING - AUTHORIZED**

**ITEM 361**

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

1. **Authorized Bills of Lading.** The appropriate Canadian Provincial Bill of Lading will apply to shipments received for transportation by the originating carrier at a point in Canada. The bill of lading provisions, including the terms and conditions therein, found in the National Motor Freight Classification (NMFC), as amended, will apply to any other shipment received for transportation by ABF Freight.

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



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

## **BILLS OF LADING - CORRECTED**

### **ITEM 362**

Billcodes: CHGBL, CHGIP

#### **1. Change in Bill of Lading or Payor of Freight Charges**

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

- A. A charge of \$40.00 per change will be added to the freight bill for each change in the bill of lading.
- B. A change in collection status or paying party will not be allowed after payment has been received on the basis of the original bill of lading.
- C. ABF Freight must receive written request for change in the collection status or paying party within a period of 30 days from date of the initial bill of lading.
- D. The original and new debtor must have established credit with ABF Freight.
- E. When the party requesting change in the collection status or paying party is shown as shipper or the paying party on the original bill of lading, they must guarantee, in writing, immediate payment of the applicable freight charges (and any additional charges incurred by ABF Freight) should the new debtor fail to pay within the prescribed Surface Transportation Board credit guidelines. The consignee may request a revision to become the paying party, although they are not designated as the paying party on the original bill of lading, provided ABF Freight is satisfied that the party making the request has the authority to do so. The consignee will also be subject to any additional applicable charges as a result of their request.
- F. Section 7 of the corrected bill of lading must not be executed.

#### **2. Change in Description or Weight**

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

## **DETERMINING EFFECTIVE PRICING PROVISIONS**

### **ITEM 382**

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

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## CAPACITY LOADS - MINIMUM CHARGE

## ITEM 390

Billcodes: CAP, LFVC

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

### 1. Definition:

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

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

### 2. Provisions & Charges:

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

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

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

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**State/Province Zone Matrix**

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

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

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

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### 3. Additional Considerations:

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

### 4. EXCEPTIONS:

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

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

### CHASSIS - OBTAINING OF

**ITEM 418**

When it becomes necessary for ABF Freight, at its sole option, to obtain a chassis for the movement of a water or rail container at a location site other than at the place where the container is located, a charge of \$354.04 will be assessed for each chassis obtained. This charge will be in addition to all other applicable charges incidental to the movement of containers.

### CLASSIFICATION OF ARTICLES

**ITEM 420**

Billcode: CHGDC

1. Correction of article description or classification errors caused by incorrect description(s) on the original or corrected bill of lading supplied by the shipper will be subject to a \$40.00 reclassification fee per freight bill corrected when such correction causes an increase or reduction of \$15.00 or more in the net freight charges. Such charge will be added to the freight bill. However, when the weight adjustment fee provided in Item 992 is assessed, the reclassification fee will not apply.
2. Where the NMF 100 Series or ABF 100 Series publishes a "O" rating for a commodity, or a "not taken" provision, and ABF Freight inadvertently handles the shipment, the applicable rating shall be 500.

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3. Subject to Item 565 herein, classification or rating provisions in the NMF 100 Series requiring a notation or statement of actual or released value are applicable only when such valuations are stated on the shipping order or bill of lading by shipper at time of shipment. Failure by the shipper to notate value, or the applicable NMF Item and sub number on the shipping order or bill of lading will cause ABF Freight to assess the otherwise applicable class rating not dependent on valuation. If none exists, ABF Freight will assess the lowest released value and rating, or the highest actual value and rating.

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

### **CLASSIFICATION OF ARTICLES - HAZARDOUS**

### **ITEM 420-1**

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

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

In addition, the shipper shall be charged \$75.78 straight time and/or \$113.70 time and one-half for each labor hour, or fraction thereof, lost by ABF Freight because its facility is closed as a result of any release of such undisclosed hazardous material or hazardous substance.

### **CLASSIFICATION BY ANALOGY**

### **ITEM 421**

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

### **CLASSIFICATION OF COMBINED ARTICLES**

### **ITEM 422**

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

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

### **CLASSIFICATION OF COMMODITIES TENDERED IN DISPLAYS**

### **ITEM 423**

When shipments are tendered to carrier in which the shipping racks, pallets, stands or carriers conveying the commodities are also used as store display racks or stands, those shipments will be subject to the provisions of NMFC Item 057410. The density will be determined by measuring the extreme outside measurements (length, width and height) of the shipment including the commodity contained on or in the shipping carrier, rack or stand and dividing the weight of the shipment by the ascertained cubic feet. The item will only apply when the commodity is shipped in or on the store display rack or stand.

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## PRESENTATION OF FREIGHT BILLS AND COLLECTION OF CHARGES

ITEM 427

### 1. Presentation or Mailing of Freight Bills.

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

### 2. Payment of Freight Charges.

- A. Except as otherwise provided, freight charges must be paid within the 15-day credit period of billing, including Saturdays, Sundays, and legal holidays. The 15-day period will begin on the day following presentation or mailing of the freight bill.
- B. Freight charges that are not paid within the credit period and for which ABF Freight acquires the use of an outside collection agency and/or attorney to effect collections will be subject to a late payment fee of thirty percent (30%) of the unpaid amount.
- C. ABF Freight claims, and you grant to ABF Freight, a general and continuing lien on any and all property, personal effects and/or shipments coming into ABF Freight or its affiliates actual or constructive possession or control, or for which services ABF Freight or its affiliates has arranged, managed or performed for you, for all monies owed to ABF Freight or its affiliates with regards to all current shipments or services, prior shipments or services, and all of the foregoing.

### 3. Offsetting Charges.

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

## OVERCHARGE/UNDERCHARGE CLAIMS

ITEM 428

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

## COLLECTION OF CHARGES - THIRD-PARTY BILLING

ITEM 429

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

1. Unless otherwise specifically provided,
  - A. The TP's name and address must appear in the body of the bill of lading and shipping order at time of original tender.

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- B. The TP and the shipper or consignee may not be the same company.
  - C. The TP may not be the majority owner of the shipper or consignee.
  - D. The TP may not be the paying agent of the shipper or consignee.
2. On shipments where account affiliations described above exist, the term "Third-Party Billing" or "TPB" will be changed to "Send Freight Bill To Party" or "SFB."

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

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

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

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

**ITEM 430**

Billcodes: COD, CCODD, CCODO, CCODFPO, CCODFPD

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

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

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

\_\_\_\_\_  
Street

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

COD charge to be paid by:

Shipper  Consignee

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

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

"Attached invoice (invoices) to accompany shipment to destination."

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

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

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



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

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

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

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

**SECTION 8.** ABF Freight's fee for collecting and remitting each COD bill will be 6% of the COD amount but not less than \$140.00. For each order bill the fee will be \$140.00.

**SECTION 9.** A fee of \$95.00 per occurrence will be assessed for:

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

## **COMBINATION OF RATES**

**ITEM 436**

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

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

**ITEM 440**

Billcodes: CSD, CSP, LAD, LAP, LADC, LADM, LADS, LADU, LAPC, LAPM, LAPS, LAPU

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



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

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

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

The service provided in this item will include initial notification in the case of delivery to arrange for an agreed delivery time. Any additional notifications will be charged at normally published notification charges and assessed to the party requiring the additional notice. The charge will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. Accepting delivery at ABF Freight's terminal does not constitute reconsignment nor does it constitute a chargeable service under this item.

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

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

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

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

## CUSTOMS OR IN BOND FREIGHT

## ITEM 480

Billcodes: BOND, BONDR, CARNET

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

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

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

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

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

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

8. Shipments moving from the United States under a Tir Carnet issued by the originating carrier are subject to a charge of \$315.02 per shipment per trailer in addition to all other lawfully applicable rates and charges.
9. When necessary for ABF Freight to purchase and apply "High Security Red In Bond Seals" for shipments moving under U.S. Customs Bond, a charge of \$105.00 per seal per trailer will be assessed. ABF Freight will not be responsible for equipment or tools necessary for removal of High Security Red In Bond Seals.
10. Charges in this item apply per customs clearance required.

**CUSTOMS BROKERAGE HANDLING**

**ITEM 482**

Billcodes: CBH, CBS

On shipments moving between Canada and points in the United States and/or Mexico where ABF Freight acts to facilitate the association of the customer with a Customs broker for the creation of the entry with Customs, a fee in the amount of \$51.71 per entry will be assessed to the freight bill.

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

**CROSS-BORDER ADMINISTRATIVE FEE**

**ITEM 484**

Billcodes: CBMPF, CUAF

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

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

Shipments cleared through customs at:	Charges in cents per cwt	Minimum Charge in cents	Maximum Charge in cents
Points in AB, BC	615	6165	23100
Points in MB, SK	490	4990	18615
Points in ON, QC	220	3675	14970
Points in NB, NF/NL, NS, PE	855	10765	31515

Shipments originating in Canada will be subject to a charge of \$35.00 per shipment.

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

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## DELIVERY OF FREIGHT BILL PRIOR TO DELIVERY OF SHIPMENT

ITEM 485

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

## ARRIVAL NOTIFICATION AND SPECIAL HANDLING

ITEM 485-1

Billcode: ARR

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

This charge will not be applied in connection with:

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

## PRODUCT LAUNCH AND OTHER TIME DEFINITE DELIVERY SERVICES

ITEM 486

Billcodes: NB, NADD, ABDD, DELON, DELBY, DELBE, DELSTOD

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

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

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

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

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

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

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

**EXCEPTIONS:**

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

**DETENTION - VEHICLES WITH POWER UNITS**

**ITEM 500**

Billcodes: DETNO, DETND

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

**GENERAL PROVISIONS:**

When ABF Freight's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.

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

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

1. Customer may request that the vehicle without power remain at its premises. However, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied.
2. Customer may request that the vehicle with power be returned to ABF Freight's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in ABF Freight's possession is subject to storage as provided in Item 910. When the vehicle is returned to Customer's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

**COMPUTATION OF TIME:**

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

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

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**FREE TIME:**

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

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

**CHARGES:**

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

**DETENTION - VEHICLES WITHOUT POWER UNITS**

**ITEM 501**

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

**General Provisions:**

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

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

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

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

	<u>Charge</u>
1. For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, or holidays excepted).....	\$193.35
2. For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted).....	\$270.68
3. For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included).....	\$386.72

Charges will be assessed against the party requesting the service unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.



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**DIVERSION - MOTOR TO AIR TRANSPORTATION OR EXPEDITED SERVICE****ITEM 517**

Billcode: MOTAIR

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

1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point.
2. A charge of \$120.00 per half hour or fraction thereof, per man, will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion, subject to a minimum charge of \$135.00 per shipment per trailer.
3. A charge of \$19.50 per 100 pounds, subject to a minimum charge of \$135.00 per shipment per trailer, will be made for delivery service to the air transportation terminal.
4. Charges herein will be assessed against the payor of the freight charges. If the payor of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

**EQUIPMENT****ITEM 520**

ABF Freight reserves the right to refuse any shipment based upon its condition, packaging, likelihood to damage or delay other freight, its difficulty in loading or stowage, or its likelihood to suffer damage or loss.

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

Billcode: EXCL

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

1. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle or doubles trailer, ABF Freight will immediately relock or reseal the vehicle or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal.
6. The charge will be for the actual weight of the shipment at the rate applicable or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each vehicle or doubles trailer used, computed on a weight of:
  - A. For a doubles trailer: cubic minimum charge as outlined in Item 616 of ABF 111 based on 1792 cubic feet.
  - B. For a vehicle: cubic minimum charge as outlined in Item 616 of ABF 111 based on 3392 cubic feet.

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7. Charges are to be paid or guaranteed by the party requesting the services, and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
8. When the request for exclusive use of vehicle or doubles trailer is made by the Customer after shipment has been receipted for and is in possession of the carrier, ABF Freight will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by ABF Freight and considered as part of the bill of lading. Charges will be assessed as provided in Paragraph 6 between the point of initial origin and point of destination.

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

## EXPORT OR IMPORT SHIPMENT REQUIREMENTS

## ITEM 550

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

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

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

**Unloading, handling and loading:** \$4.75 per 100 pounds with a minimum charge of \$27.10, per shipment per trailer

**Storage:** \$3.63 cents per 100 pounds or fraction thereof per day subject to a minimum charge of \$18.32 per shipment per calendar day, but in no case less than \$64.60 per shipment. Fractions of a day will be considered as one day, and fractions of 100 pounds will be considered as 100 pounds.

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

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

**Delay:** No charge for the first 15 minute delay. \$60.34 for each succeeding 15 minute delay or fraction thereof.

## PROPERLY IDENTIFIED SHIPMENTS

## ITEM 555

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

[Return to INDEX](#)**EXTRA LABOR - LOADING OR UNLOADING****ITEM 560**

Billcodes: LABO, LABD

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

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

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

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

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

Billcodes: FLO, FLD

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

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

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

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

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

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

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

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

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

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

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

Billcodes: IDEL, IPU

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

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

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

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

Service provided under this item will be assessed a charge of \$13.00 per 100 pounds, but not less than \$130.00 per shipment per trailer, nor more than \$1300.00 per shipment per trailer. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

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

\$30.00 per 100 pounds, but not less than \$150.00 per shipment per trailer, nor more than \$1450.00 per shipment per trailer.

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The charges provided in this item will be in addition to all other applicable charges and will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

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

## **INDEMNIFICATION**

**ITEM 568**

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

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

## **IMPRACTICABLE OPERATIONS**

**ITEM 570**

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

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

## **LIQUOR SHIPMENTS**

**ITEM 577**

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

## **LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE**

**ITEM 578**

Billcodes: CU, NCU, VNSL, VNCU

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

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

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

Equipment Rate (Note 1)	Linear Foot Rate (Note 2)		Charge for Loading	Charge for Unloading
	Not to Exceed:	Greater Than:      Not More Than:		
.50 Pup	0 Feet	14 Feet	\$ 191.58	\$ 191.58
.75 Pup	14 Feet	21 Feet	271.41	271.41
1.00 Pup	21 Feet	28 Feet	351.23	351.23
1.25 Pups			447.03	447.03
1 Van			670.53	670.53

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

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

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

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

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

**ITEM 580**

Billcodes: TAG, TAGD, TAGR

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

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

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**MAXIMUM CHARGE**

**ITEM 595**

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

**MAXIMUM WEIGHTS - TL OR VOL**

**ITEM 596**

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

**MAXIMUM WEIGHTS - PUP OR DOUBLES TRAILER**

**ITEM 597**

Billcode: WGHTS

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

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

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

Pup rate is \$1,187.00  
 Excess weight is 2,000 (26,000 less 24,000)  
 Excess rate is \$4.95 per cwt (1187/240 cwt = 495)

The shipment would be rated:

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

**EQUIPMENT RATES - MAXIMUM SHIPMENT SIZE**

**ITEM 597-1**

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

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

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## MINIMUM CHARGE - HOUSEHOLD GOODS OR PERSONAL EFFECTS

**ITEM 610**

Billcode: MWHHGW

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

## DENSITY MINIMUM CHARGE

**ITEM 611-1**

Billcode: DMC

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

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

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

### Conditions and Definitions:

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

## MINIMUM CHARGE ON CLASS A OR B EXPLOSIVES

**ITEM 612**

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



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## MINIMUM CHARGE - ABSOLUTE

### ITEM 615

Billcode: AMC

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

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

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

- A. \$215.00 for shipments weighing less than 150 pounds
- B. \$235.00 for shipments weighing 150 pounds or more

#### Charges for all other lanes:

- A. \$190.00 for shipments weighing less than 150 pounds
- B. \$215.00 for shipments weighing 150 pounds or more

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

Minimum charges are exclusive of the following charges:

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

## CUBIC MINIMUM CHARGE

### ITEM 616

Billcode: CMC

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

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

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

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Miles	Cubic Capacity			
	0-250	251-350	351-750	751+
0-250	\$1.75	\$1.45	\$1.25	\$1.10
251-500	\$1.90	\$1.60	\$1.40	\$1.25
501-750	\$2.10	\$1.80	\$1.60	\$1.45
751-1000	\$2.40	\$2.05	\$1.80	\$1.70
1001-1500	\$2.75	\$2.40	\$2.15	\$1.95
1501-2000	\$3.30	\$2.95	\$2.75	\$2.45
2001+	\$3.55	\$3.25	\$3.00	\$2.80

Conditions and Definitions:

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

- A. Shipments rated under the ABF 2025 tariff.
- B. Shipments moving under a Volume Spot Quote (VPQ), U-Pack Spot Quote (UPQ), Time-Critical Spot Quote (TPQ), Introductory Spot Quote (IPQ), or a Final-Mile Spot Quote (KPQ)
- C. Shipments rated using Advanced Warehouse pricing.
- D. Any portion of shipments subject to rates stated in units per mile or per piece of linehaul equipment. However, this item will apply for that segment of the shipment that is considered overflow and rated as a separate shipment.

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

**ITEM 640**

When a number of differently classified articles are tendered together in a mixed shipment, the charges on the shipment will be determined as follows:

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

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

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

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## OVER-DIMENSION FREIGHT

### ITEM 670

Billcode: OD

Shipments containing one or more articles with a dimension that equals or exceeds 8 feet but less than 11 feet will be subject to a charge of \$90.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 11 feet but less than 14 feet will be subject to a charge of \$130.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 14 feet but less than 20 feet will be subject to a charge of \$180.00 per shipment per trailer in addition to all other applicable charges.

Shipments containing one or more articles with a dimension that equals or exceeds 20 feet but not exceeding 27 feet will be subject to a charge of \$350.00 per shipment per trailer in addition to all other applicable charges.

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

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

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

## PACKING MATERIAL, DEBRIS, TRASH REMOVAL AND/OR DISPOSAL OF

### ITEM 680

Billcode: DPM

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

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

A charge of \$66.53 for each 15 minutes or fraction thereof required to perform this service will be assessed against the party requesting the service.

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

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

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

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

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

Billcode: CFRC

Checks received in payment of freight charges which are returned to ABF Freight by the bank because of insufficient funds or any other reason not the fault of ABF Freight will be subject to a charge of \$76.14 plus any service fee assessed by the ABF Freight bank. This charge will be in addition to all other applicable charges.

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

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

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

A fee of \$2.25 per shipment will apply to shipments requiring a paper invoice.

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

Billcode: PERM

Published rates or charges do not include tolls, or fees or charges levied by any city, state or federal government agency for special permits or services. All such charges shall be in addition to other charges provided in this tariff and shall be collected from the shipper or party requesting movement of the shipment, plus a service charge of \$310.47 per vehicle per permit for the securing of the special permits.

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

**ASSESSMENT OF TRAFFIC FINES****ITEM 741**

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

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

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

Billcodes: SEG, SHDS, SHDL, SEGO, SEGT, VTCD, VTCD

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

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

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

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

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

**3. LOADING BY ABF FREIGHT:**

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

ABF Freight will furnish only one person per vehicle for loading, be they the driver, helper, or any other ABF Freight employee or its designated agent except as provided in Item 560 (Extra Labor - Loading).

**4. UNLOADING BY ABF FREIGHT:**

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

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

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

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

- A. A charge of \$1.40 per package or a minimum of \$120.00 per shipment per trailer, whichever is greater, will be assessed for special handling or sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics EXCEPT as provided in Paragraph B. Such charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. Charges are in addition to applicable detention charges.
- B. No sorting or segregating charge will be made when:
  1. The only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by ABF Freight's employee.
  2. The shipment is tendered to ABF Freight on pallets and delivery is required in the same palletized manner in which the freight was tendered to ABF Freight.

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

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

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

**7. LUMPER SERVICE FEE:**

When carrier is required to utilize a lumper or third party service to load or unload the carrier's vehicle, a charge of \$1.40 per package or a minimum of \$120.00 per shipment per trailer, whichever is greater, shall apply. Such charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. Charges are in addition to applicable detention charges.

**8. WAIVER OF DELIVERY RECEIPT:**

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

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

Upon request of the consignor or consignee, pickup or delivery service as defined in this item may be performed at more than one loading or unloading site within the continuous plant property or premises of the consignor or consignee requesting this service, provided the loading or unloading sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of \$103.76 per shipment per trailer will be assessed for each transfer of the vehicle from one loading or unloading site to another.

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

When freight (per package or piece) in a single container, or secured to pallets, platforms, or lift truck skids, or in any other authorized form of shipment:

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

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

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

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

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

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

## **PICKUP OR DELIVERY AT PRIVATE RESIDENCES**

### **ITEM 751**

Billcodes: RESO, RESD

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

- private residences
- apartments and dormitories
- rectories and parsonages

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

This charge will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party. Charges will not apply on shipments when the charge in Item 440 (Limited access pickup or delivery) is assessed.

Accepting delivery at ABF Freight's terminal does not constitute reconsignment nor does it constitute a chargeable service under this item.

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

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## **DELIVERY OF HOUSEHOLD GOODS/PERSONAL EFFECTS**

**ITEM 752**

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

## **PICKUP OR DELIVERY AT TRADE SHOW LOCATIONS**

**ITEM 753**

Billcodes: AWHSDDEL, TRDSHWO, TRDSHWD, TRDSHON

ABF Freight will perform pickup or delivery service at an exhibition hall, convention center, any other location where a trade show is held or at a warehouse where trade show shipments are held prior to or following a trade show. The base charge per service will be \$72.55 per trailer per shipment in addition to all other charges applicable to the shipment.

In addition, shipments delivered to the location where a trade show is held will be subject to a charge of \$25.00; shipments delivered to the advance warehouse facility will be subject to a charge of \$18.55. ABF Freight is committed to make its best effort to perform the date related services required by these deliveries. However, these services are not guaranteed. Guaranteed services are available through the ABF 610, Time-critical Service Tariff.

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

## **PICKUP OR DELIVERY SERVICE - NON-BUSINESS HOURS**

**ITEM 754**

Billcodes: HOLDEL, HOLPU, NBHRDEL, NBHRPU, SATDEL, SATPU, SUNDEL, SUNPU

1. ABF Freight does not obligate itself to provide pickup or delivery service during non-business hours (including Saturday, Sunday or a holiday). However, when a Customer requests ABF Freight to pickup or deliver freight during non-business hours, the following will apply:

- Minimum charge of \$540.00 per man per day.
- \$110.00 per man for each half-hour or fraction thereof required to perform the service.

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

2. Customer may request ABF Freight to place or pick up an empty trailer(s) on a Saturday, Sunday or holiday, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday or holiday. The charge for this service will be \$540.00 per man per day, or fraction thereof.
3. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.



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

**ITEM 755**

Billcodes: USILD, USILO, USILLD, USILLO

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

Location, zip code	Minimum Per Shipment	Charge Per CWT	Maximum Per Shipment Per Trailer
<b>Beaver, Drummond and Mackinac Island, MI:</b> 49726, 49757, 49782	\$175.00	\$11.00	\$430.00
<b>Fisher Island, FL:</b> 33109	\$285.00		
<b>Florida Keys:</b> 33001, 33036, 33037, 33040, 33042, 33043, 33044, 33050, 33051, 33052, 33070	\$190.00		
<b>Grosse Ile, MI:</b> 48138	\$ 65.00		
<b>Harsens Island, MI:</b> 48028	\$215.00	\$10.00	\$385.00
<b>Hilton Head Island, SC:</b> 29915, 29925, 29926, 29928, 29938	\$ 65.00		
<b>Kiawah Island, SC:</b> 29455	\$ 70.00		
<b>Marco Island, FL:</b> 34145, 34146	\$ 65.00		
<b>Martha's Vineyard or Nantucket, MA:</b> 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, 02584	\$580.00		
<b>North Padre Island, TX:</b> 78373, 78418	\$110.00		
<b>Ocracoke, NC:</b> 27960	\$135.00		
<b>Puget Sound, WA:</b> 98013, 98070, 98243, 98245, 98250, 98261, 98279, 98280, 98281, 98297	\$322.00	\$64.00	
<b>Shelter Island, NY:</b> 11964, 11965	\$145.00	\$10.00	\$365.00
<b>Sullivan's Island, SC:</b> 29482	\$ 65.00		
<b>Tybee Island, GA:</b> 31328	\$ 65.00		

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

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

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

**ITEM 756**

Billcodes: RML OCD, RML OCO, YSPD, YSPO

Shipments picked up at or delivered to points or places inside Yellowstone National Park assigned US 5-digit zip code 82190 will be subject to an additional charge of \$310.00 per shipment per trailer.

Shipments picked up or delivered to points or places inside Big Bend National Park and the surrounding area assigned US 5-digit zip codes 79734, 79830, 79831, 79832, 79834, 79842, 79843, 79845, 79846, 79848, 79850, 79852, and 79854 will be subject to an additional charge of \$28.00 per cwt, but not less than \$110.00 per shipment per trailer.

Shipments picked up at or delivered to points or places in northwestern North Dakota assigned US 3-digit zip codes 587 and 588 or southwestern North Dakota assigned US 3-digit zip code 586 will be subject to an additional charge of \$100.00 per shipment per trailer.

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

LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote AL	35072, 35089, 35442, 35453, 35555, 35563, 35576, 35592, 35594, 36037, 36274, 36320, 36460, 36505, 36512, 36513, 36544, 36553, 36575, 36732, 36758, 36853	\$45.00
Remote AR	71630, 71638, 71642, 71646-71647, 71650-71652, 71654, 71658-71663, 71665-71667, 71670, 71671, 71674-71677, 71721, 71725, 71728, 71743, 71747-71748, 71763, 71772, 71825-71828, 71833, 71835, 71841, 71847, 71857-71858, 71861, 71864, 71919-71922, 71929, 71931, 71933, 71935-71937, 71939-71944, 71949-71950, 71952, 71957-71962, 71965-71966, 71968-71973, 72001, 72003, 72005, 72006, 72014, 72017, 72026-72028, 72030-72031, 72036, 72038, 72041-72042, 72044, 72048, 72051, 72055-72056, 72060, 72063, 72066-72067, 72069, 72073-72074, 72084, 72087-72088, 72108, 72123, 72128, 72130, 72133-72134, 72136, 72140-72141, 72152-72153, 72166-72167, 72170, 72175, 72179, 72312-72313, 72324, 72328-72330, 72333, 72340, 72342, 72346-72348, 72350-72351, 72353, 72367, 72373, 72379, 72383, 72386-72387, 72389, 72390, 72395, 72421, 72429, 72431, 72434, 72440, 72444, 72466, 72469-72470, 72473, 72478, 72482, 72511-72513, 72515, 72517, 72519-72520, 72522-72524, 72528, 72530-72532, 72534, 72536-72539, 72544, 72546, 72549, 72554, 72560, 72565-72566, 72568-72569, 72572-72573, 72576-72577, 72583-72585, 72587, 72611, 72613, 72615-72617, 72623-72624, 72628-72633, 72636, 72638-72642, 72644-72645, 72648, 72650, 72653, 72655, 72657-72658, 72660-72663, 72666, 72668-72670, 72675, 72679-72680, 72685-72686, 72740, 72742, 72746, 72828, 72833, 72838, 72841, 72852-72853, 72856, 74457, 74464	\$125.00
Remote AZ	85632 (San Simon), 85634 (Sells), 86031 (Bitahochee), 86031 (Indian Wells), 86043 (Shongopovi), 86043 (Second Mesa), 86046 (Williams), 86053 (Kaibito), 86054 (Shonto), 86507 (Lukachukai), 86535 (Dennehotso), 86540 (Nazlini), 86544 (Red Valley)	\$120.00
	85122, 85321, 85328, 85341, 85349, 85350, 85354, 85357, 85362, 85364, 85365, 85367, 85371, 85541, 85553-85554, 85602, 85613, 85615, 85901, 85911, 85920, 85922, 85924, 85929, 85930, 85932, 85936, 85938, 85939, 85941, 86001, 86004, 86005, 86020-86021, 86023-86024, 86028, 86030, 86033-86036, 86039-86040, 86042, 86044-86045, 86047, 86332, 86337, 86432, 86434, 86437, 86441, 86502-86505, 86508, 86510 – 86511, 86515, 86538, 86545, 86556	\$140.00
	86022 (Moccasin)	\$215.00
	86052, 86514, 86022 (Jacob Lake)	\$285.00
	86301, 86320-86321, 86403, 86444, 86512	\$120.00
Remote CA	91901, 91905, 91906, 91916, 91935, 91962, 91980, 92003, 92004, 92028, 92036, 92059-92061, 92065-92066, 92070, 92082, 92086, 92233, 92257, 92283, 92328, 92364, 92366, 92536, 92539, 93254, 93257, 93265, 93271, 93501, 93505, 93513-93514, 93517, 93529, 93541, 93546, 93552, 93561, 93562, 93640, 93920, 95947, 95983, 96020, 96118, 96124, 96134, 96137	\$140.00
	92210, 92227, 92240, 92251, 92252, 92253, 92260, 92274, 92277, 92278, 92284, 92301, 92307, 92308, 92310, 92314, 92315, 92344, 92345, 92392, 92394, 92395, 92530, 92532, 92544, 92545, 92563, 92583, 92584, 92592, 92595, 92596, 93401-93403, 93405-93409, 93412, 93422, 93424, 93427-93428, 93430, 93432-93433, 93436-93437, 93441-93442, 93444, 93446, 93449, 93452, 93454-93456, 93458, 93460, 93463, 93510, 93534, 93535, 93536, 93550, 93551, 93555, 94515, 94923, 94937, 95422-95423, 95428, 95436-95437, 95445-95446, 95451, 95453, 95457, 95460-95461, 95470, 95472, 95485, 95490, 95497, 95501, 95503, 95519, 95521, 95526, 95531, 95536, 95540, 95542, 95560, 95562, 95567, 95573, 95589	\$45.00

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LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote CO	80136, 80487, 80654, 81073, 81089, 81130, 81252, 81401, 81601, 81611	\$100.00
Remote DE	19939, 19945, 19966, 19971	\$45.00
Remote FL	32008, 32024, 32025, 32038, 32052, 32054, 32055, 32060, 32066, 32096, 32110, 32112, 32137, 32140, 32145, 32147, 32148, 32164, 32177, 32180, 32190, 32359, 32401, 32403, 32407, 32408, 32413, 32439, 32444, 32456, 32459, 32531, 32536, 32539, 32541, 32542, 32547, 32548, 32550, 32578, 32580, 32615, 32619, 32625, 32626, 32628, 32643, 32656, 32666, 32680, 32692, 32693, 32694, 32757, 32948, 32958, 33430, 33440, 33471, 33493, 33597, 33851, 33852, 33870, 33872, 33873, 33876, 33921, 33924, 33957, 34266, 34428, 34429, 34449	\$140.00
Remote GA	30217, 30401, 30439, 30467, 30471, 30536, 30546, 30582, 30817, 31333, 31537, 31547, 31558, 31634, 31636, 31643, 31699, 31730, 31779, 31830	\$45.00
Remote ID	83467, 83636, 83647	\$115.00
Remote IL	60942, 61520, 61529, 61953, 62439, 62441	\$45.00
Remote KY	40965, 42223, 42445	\$50.00
Remote LA	70390, 70427, 70431, 70438, 70763	\$45.00
Remote MA	01504, 02420, 02421, 02474, 02476, 02536, 02540, 02542, 02543, 02559, 02561, 02562, 02563, 02571, 02601, 02631, 02645, 02648, 02649, 02652, 02653, 02655, 02657, 02660, 02664, 02673, 02675	\$55.00
Remote MD	21078, 21520, 21521, 21531, 21539, 21541, 21550, 21561, 21562, 21813, 21842, 21903, 21911	\$45.00
Remote ME	03909, 04027, 04743	\$45.00
Remote MI	49855	\$55.00
Remote MS	38751, 38852, 38901, 38965, 39120, 39339, 39345, 39367, 39452, 39645	\$55.00
Remote MT	59018, 59027, 59030, 59065, 59075, 59085-59086, 59211, 59223, 59241, 59256, 59259, 59263, 59270, 59314- 59315 , 59317, 59353, 59412, 59421, 59427, 59436, 59446, 59450, 59472, 59489, 59521, 59527, 59633, 59640, 59645, 59648, 59713, 59716, 59728, 59752, 59758, 59820, 59823, 59826, 59829, 59842-59846, 59853, 59859, 59866, 59868, 59872-59874, 59911, 59913, 59916-59920, 59925-59926	\$125.00
Remote NC	27356, 27371, 27376, 27504, 27531, 27870, 27871, 27892, 28001, 28088, 28103, 28166, 28170, 28327, 28345, 28351, 28352, 28365, 28379, 28398, 28425, 28429, 28443, 28445, 28451, 28456, 28457, 28460, 28461, 28465, 28470, 28472, 28516, 28532, 28533, 28542, 28547, 28557, 28570, 28584, 28604, 28607, 28657, 28705, 28707, 28713, 28715, 28716, 28721, 28725, 28751, 28762, 28777, 28779, 28801, 28904, 28906	\$50.00
Remote NJ	08530, 08551, 08825	\$45.00
Remote NM	87937, 88231, 88252	\$115.00
Remote NV	89003, 89010, 89013, 89017-89018, 89020, 89023, 89041, 89045, 89047, 89049, 89124, 89406, 89409, 89412, 89414-89415, 89419, 89422, 89444-89445, 89834	\$140.00
	89418, 89825, 89832-89833, 89835	\$320.00
Remote NY	89301, 89310-89311, 89314, 89316	\$355.00
Remote NY	13052, 13346, 13350, 13491, 13493, 14411, 14437, 14489	\$45.00
Remote OR	97017, 97029, 97037, 97041, 97057, 97063, 97125, 97326, 97329, 97346, 97350, 97358, 97411, 97413, 97425, 97427, 97430, 97434, 97447, 97452, 97458, 97484, 97488, 97489, 97492, 97520, 97539, 97620, 97625, 97630, 97635, 97636, 97637, 97638, 97640, 97641, 97710, 97711, 97720, 97733, 97738, 97758, 97810, 97813, 97814, 97820, 97823, 97824, 97827, 97828, 97830, 97833, 97834, 97836, 97837, 97839, 97840, 97841, 97842, 97843, 97845, 97846, 97848, 97850, 97857, 97861, 97865, 97867, 97868, 97869, 97870, 97873, 97874, 97876, 97877, 97880, 97883, 97884, 97885, 97886, 97903, 97908, 97911, 97920, 98719	\$140.00

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LOCATION	US 5-DIGIT ZIP CODE	PER SHIPMENT PER TRAILER
Remote PA	17314, 17702, 17728, 17745, 17777, 17810, 17859, 17921, 18210, 18325, 18326, 18328, 18405, 18415, 18417, 18425, 18428, 18435, 18439, 18457, 18458, 18461, 18462, 18464, 18469, 18473	\$45.00
Remote SC	29058, 29520, 29526, 29527, 29554, 29555, 29566, 29568, 29569, 29572, 29575, 29576, 29577, 29579, 29582, 29585, 29588, 29728, 29918	\$45.00
Remote TN	37134, 37185, 37708, 37711, 37713, 37722, 37738, 37755, 37756, 37757, 37766, 37819, 37821, 37825, 37841, 37843, 37847, 37869, 37874, 37880, 37882, 37885, 37886, 37887, 37892, 38320, 38326, 38549, 38556, 38570	\$50.00
Remote TX	76943, 76950, 77650, 79718, 79735, 79744, 79752, 79772, 79780, 79855	\$110.00
Remote UT	84518, 84521, 84523, 84735	\$45.00
	84511, 84535	\$80.00
	84023, 84028, 84038, 84046, 84074, 84078, 84098, 84716, 84718, 84723, 84726, 84734, 84740, 84743, 84747, 84749, 84775-84776	\$145.00
	84512, 84525-84526, 84530-84534, 84536, 84733, 84758	\$210.00
	84741	\$285.00
Remote VA	22602, 22610, 22644, 22652, 22654, 22701, 22810, 22835, 22842, 22844, 22847, 22851, 22960, 23847, 23970, 24055, 24091, 24112, 24333, 24531, 24592	\$55.00
Remote WA	98221, 98237, 98244, 98251, 98255, 98266, 98288, 98293, 98397, 98601, 98649, 98581, 98602, 98603, 98616, 99322	\$121.00
Remote WI	54246	\$69.50
Remote WV	24701, 24740, 25422, 25431, 25434, 25444, 25801, 26201, 26704, 26710, 26719, 26755, 26757, 26763, 26851, 26852, 26865	\$45.00
Remote WY	82414, 82501, 82520, 82716, 82718, 82801, 82935, 83001	\$70.00

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

LOCATION	CANADA 3-DIGIT POSTAL CODE	PER SHIPMENT PER TRAILER
Remote AB	T0A, T0B, T0C, T0E, T0G, T0H, T0J, T0K, T0L, T0M, T0P, T0V, T1A, T1B, T1C, T1G, T4C, T4H, T4J, T4M, T4S, T4T, T4V, T7A, T7E, T7N, T7P, T7S, T7V, T8R, T8S, T8V, T8W, T8X, T9A, T9C, T9H, T9J, T9K, T9M, T9S, T9V, T9W, T9X	\$105.00
Remote BC	V0A, V0B, V0C, V0E, V0G, V0H, V0J, V0K, V0L, V0M, V0N, V0P, V0R, V0S, V0T, V0V, V0W, V0X	\$105.00
	V1A, V1B, V1C, V1E, V1G, V1H, V1J, V1K, V1L, V1N, V1P, V1S, V1T, V1V, V1W, V1X, V1Y, V1Z, V2A, V2B, V2C, V2E, V2G, V2H, V2J, V2K, V2L, V2M, V2N, V2P, V2V, V4S, V4T, V4V, V4Z, V8A, V8B, V8C, V8E, V8G, V8J, V8K, V8L, V8M, V8N, V8P, V8R, V8S, V8T, V8V, V8W, V8X, V8Y, V8Z, V9A, V9B, V9C, V9E, V9G, V9H, V9J, V9K, V9L, V9M, V9N, V9P, V9R, V9S, V9T, V9V, V9W, V9X, V9Y, V9Z	\$90.00
Remote MB	R0A, R0B, R0C, R0E, R0G, R0H, R0J, R0K, R0L, R0M, R1N, R6M, R6W, R7A, R7B, R7C, R7N, R8A, R8N, R9A	\$125.00
Remote NL	A0A, A0B, A0C, A0E, A0G, A0H, A0J, A0K, A0L, A0M, A0N, A0P, AOR, A1A, A1B, A1C, A1E, A1G, A1H, A1K, A1L, A1M, A1N, A1V, A1W, A1X, A1Y, A2A, A2B, A2H, A2N, A2V, A5A, A8A	\$125.00
Remote NU	X0A, X0B, X0C	\$125.00
Remote NT	X0E, X0G, X1A	\$125.00
Remote ON	P7K, P0W, P0M, P9N, P0A	\$80.00
Remote PE	C0A, C0B, C1A, C1B, C1C, C1E, C1N	\$125.00

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LOCATION	CANADA 3-DIGIT POSTAL CODE	PER SHIPMENT PER TRAILER
Remote SK	S0A, S0C, S0E, S0G, S0H, S0J, S0K, S0L, S0M, S0N, S0P, S2V, S3N, S4A, S4H, S6H, S6J, S6K, S6V, S6W, S6X, S9A, S9H, S9V, S9X	\$90.00
Remote YT	Y0A, Y0B, Y1A	\$125.00

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

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

**HIGH COST DELIVERY SURCHARGE**

**ITEM 757**

Billcode: HCDS

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

Area *	Charge
Atlanta	\$68.00
Boston	\$74.00
Charleston	\$48.00
Chicago	\$82.00
Houston	\$74.00
Las Vegas	\$40.00
Los Angeles	\$78.00
New Orleans	\$68.00
Philadelphia	\$82.00
San Francisco	\$78.00
Seattle	\$56.00

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

These charges only apply to shipments that are rated on tariffs using rates other than the ABF 503, ABF 504 or ABF 514 current (series) tariffs.

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

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\* Area Definitions:

<b>Atlanta -</b>	30303, 30308-30310, 30312-30316, 30318, 30334
<b>Boston -</b>	02108-02111, 02113-02116, 02118-02122, 02124-02136, 02138-02145, 02152, 02163, 02201, 02203, 02205-02206, 02210, 02215-02216, 02222, 02445-02447
<b>Charleston -</b>	29401-29403, 29405, 29409, 29424, 29425
<b>Chicago -</b>	60601-60614, 60622, 60647, 60654, 60661, 60666, 60673, 60674, 60677-60678
<b>Houston -</b>	77002-77004, 77007-77011, 77019-77020, 77380
<b>Las Vegas -</b>	89086, 89101, 89102, 89103, 89109, 89117, 89121, 89122, 89123, 89139, 89141, 89144, 89149, 89154, 89156, 89169, 89178, 89183
<b>Los Angeles -</b>	90003-90020, 90022, 90024-90029, 90031, 90033-90038, 90043-90049, 90052, 90056-90057, 90062-90064, 90066-90069, 90071, 90073, 90077, 90079, 90086, 90088-90089, 90094-90095, 90099, 90103, 90189, 90210-90212, 90230, 90232, 90263, 90265, 90272, 90291-90293, 90302-90305, 90313, 90401-90405, 91744, 91745, 91746, 91748, 91754-91755, 91770, 91775-91776, 91780, 91801, 92662
<b>New Orleans -</b>	70001-70003, 70005-70006, 70030-70032, 70037, 70039-70041, 70043, 70047, 70051-70053, 70056-70058, 70062-70063, 70065, 70067-70068, 70070-70072, 70075-70076, 70079-70080, 70082-70087, 70090-70092, 70094, 70112-70119, 70121-70131, 70140, 70143, 70148, 70170, 70195, 70301-70302, 70343-70346, 70353-70354, 70356-70360, 70363-70364, 70372-70375, 70377, 70394-70395, 70397, 70420, 70433, 70435-70437, 70445-70448, 70452, 70458, 70460-70461, 70471
<b>Philadelphia -</b>	19102-19104, 19106-19107
<b>San Francisco -</b>	94002, 94005, 94010, 94014-94015, 94025, 94027-94028, 94030, 94044, 94061-94063, 94065-94066, 94070, 94080, 94102-94106, 94107-94118, 94121-94124, 94127-94135, 94143, 94150, 94154, 94158, 94171, 94180, 94183, 94188, 94401-94404
<b>Seattle -</b>	98001-98012, 98014, 98019-98024, 98026-98034, 98036-98040, 98042-98043, 98045-98047, 98050-98053, 98055-98059, 98064-98065, 98068, 98071-98072, 98074-98075, 98077, 98087, 98092, 98101-98110, 98112, 98115-98119, 98121-98122, 98125-98126, 98129, 98133-98134, 98136, 98144, 98146, 98148, 98154-98155, 98158, 98166, 98168, 98177-98178, 98184-98185, 98188, 98195, 98198-98199, 98203-98204, 98208, 98256, 98272, 98275, 98290, 98292, 98294-98296, 98304-98305, 98310-98312, 98314-98315, 98321, 98323, 98325-98329, 98331-98333, 98335-98340, 98342, 98345-98346, 98349-98350, 98351-98353, 98354-98368, 98370-98377, 98380, 98382-98383, 98387-98388, 98390-98392, 98394, 98402-98410, 98413, 98416, 98418, 98420-98422, 98424, 98430-98431, 98433, 98438, 98443-98447, 98449, 98465-98467, 98493, 98498-98499, 98501-98503, 98506, 98512-98513, 98516, 98524, 98528, 98537, 98546, 98548, 98555-98557, 98571, 98575-98576, 98580, 98584, 98587-98589, 98592, 98597, 99121, 99138, 99157

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**GROUND PICKUP OR DELIVERY SERVICE**

**ITEM 758**

Billcodes: GRD, GRP

When ABF Freight is required or requested to employ mechanical loading or unloading devices to accomplish pickup or delivery of freight or when ABF Freight personnel utilizes alternate means to move the freight from the vehicle to ground level, an additional charge of \$9.00 per 100 pounds of actual weight will be assessed, but not less than \$180.00 nor more than \$425.00 per shipment per trailer. For shipments moving within points in Canada, the charge shall be \$15.00 (Canadian dollars) per 100 pounds of actual weight, but not less than \$300.00 (Canadian dollars) nor more than \$660.00 (Canadian dollars) per shipment per trailer.

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

At locations where ABF Freight does not maintain suitable equipment and elects to outsource lifting or lowering devices to accomplish pickup or delivery, additional equipment charges incurred by ABF Freight will be collected from the party requesting this service.

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

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

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

**ITEM 759**

Billcodes: NYCMD, NYILD, DCDEL, MDSHORD, NJSHORD

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

Area	Zips	Charge per Shipment
NYC Metro and adjacent NJ area	07000-07399, 07600-07699, 10000-10299, 10400-10499	\$115.00
Long/Staten Island NY	10301-10399, 11001-11999 (except 11964 and 11965)	\$75.00
Washington DC	20000-20099, 20200-20599, Also definition below	\$95.00
Maryland Shore	See definition below	\$55.00
New Jersey Shore	See definition below	\$55.00

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

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

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**Area Definition for Washington, DC** – 20120-20121, 20124, 20143, 20151-20152, 20163-20166, 20170-20171, 20190-20192, 20194, 20196, 20701, 20705-20708, 20710-20712, 20714-20716, 20720-20724, 20732-20733, 20735-20737, 20740-20748, 20762, 20770-20771, 20781-20785, 20810, 20814-20817, 20850-20855, 20857, 20895, 20901-20906, 20910, 20912, 20993, 22003, 22015, 22027, 22030-22033, 22035, 22039, 22041-22044, 22046, 22060, 22066, 22079, 22081-22082, 22101-22102, 22107, 22116, 22124, 22134, 22135, 22150, 22151, 22152, 22153, 22180-22182, 22201-22207, 22209-22214, 22217, 22301-22315

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

**Area Definition for New Jersey Shore** – 07716, 07732, 07750, 07760, 07762, 08005, 08006, 08008, 08050, 08087, 08092, 08201-08204, 08210, 08212, 08224, 08226, 08242, 08243, 08244, 08247-08248, 08251, 08260, 08270, 08401-08403, 08405-08406, 08721, 08730, 08732-08736, 08738-08742, 08750-08752, 08758

**DELIVERY SERVICE – CONSIGNEE SPECIFIC CHARGES**

**ITEM 760**

Billcode: CUSDEL

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

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

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

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

**PRIORITY OF PRICING--ORDER OF PRECEDENCE**

**ITEM 765**

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

1. Time-critical (supersedes all other pricing). To the extent different time sensitive pricing could apply to a single shipment, the following order of precedence will apply:
  - A. Time-Critical Spot Quote (TPQ)
  - B. Specific Account Pricing published in ABF 610
  - C. General time-critical pricing as outlined in ABF 610, Item 2000
2. Volume Spot Quote (VPQ) (supersedes all other pricing except time critical)
3. Paying party. When pricing is applicable for more than one party on a freight bill (e.g., Shipper, Consignee or Third Party), the pricing applicable for the payor of the freight charges will apply.



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- A. When the Third Party (TP or TPB) is Payor.
- (1) Use the TP's applicable pricing when true third party conditions as provided in Item 429 of this tariff, or the following, exist.
    - (a) For prepaid shipments, if the TP and shipper are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the shipper.
    - (b) For collect shipments, if the TP and consignee are separate majority owned subsidiaries of the same parent company or the TP is a subsidiary of the consignee.
  - (2) When there is no applicable pricing package for the TP payor, use the following:
    - (a) Prepaid shipments. Use the shipper's applicable pricing.
    - (b) Collect shipments. Use the consignee's applicable pricing. If none, use the shipper's applicable pricing.
  - (3) When the following conditions exist, TP pricing will only apply as provided in Paragraph 3(B) (prepaid) or 3(C) (collect), below:
    - (a) The TP and the shipper or consignee are the same company and are assigned the same account code number.
    - (b) The TP is the majority owner of the shipper or consignee.
- B. When the Shipper is payor. Use shipper's applicable pricing. If none, and there is a shipper or majority owner of shipper "Send Freight Bill To Party" (SFB) location shown on the bill, use the SFB's applicable third party pricing.
- C. When the Consignee is payor. Use the consignee's applicable pricing. If none,
- (1) And there is a consignee or majority owner of consignee SFB location shown on the bill, use the SFB's applicable third party pricing.
  - (2) Use the shipper's applicable pricing, except as provided in "(1)" above.
- D. When, in the applicable pricing package, there is more than one price that covers the shipment, the following order of precedence shall apply:
- (1) Contract (supersedes tariff pricing).
    - (a) Provisions applicable to LTL shipments based on a price per pallet, per piece, or some other containerized unit, will take precedence over and will not alternate with other applicable LTL provisions. Non-containerized commodities in the same shipment will be rated using otherwise applicable LTL provisions.
    - (b) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
    - (c) Apply lower of payor's LTL or TL pricing.
  - (2) ABF Freight Individual Tariffs filed in the ABF Freight General Office or with the Surface Transportation Board (is superseded by contract pricing).
    - (a) Provisions applicable to LTL shipments based on a price per pallet, per piece, or some other containerized unit, will take precedence over and will not alternate with other applicable LTL provisions. Non-containerized commodities in the same shipment will be rated using otherwise applicable LTL provisions.
    - (b) "Freight, All Kinds" provisions applicable to LTL shipments will take precedence over and will not alternate with other applicable LTL provisions.
    - (c) Apply lower of payor's LTL or TL pricing.

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

Examples:

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

- (1) Payor pricing is restricted by geographic area, but non-payor's pricing is not similarly restricted.
  - (2) Payor pricing has no discount on minimum charge, selected rate scales (minimum weights) or joint line restrictions, but the non-payors pricing is not similarly restricted.
  - (3) Payor pricing is made not applicable under Item 151 of the tariff, but the non-payor's pricing is exempt from one or more of the provisions of Item 151.
4. When an account performs services for which an allowance as defined in Item 315 herein may apply, such allowance will not be subject to the provisions of Paragraph 3, above, and will be in addition to otherwise applicable pricing. Allowances will not apply to shipments that are rated under Time-Critical Spot Quote (TPQ) or Volume Spot Quotes (VPQ).

#### **REFUND AND INCENTIVE REFUND DISCOUNTS-- APPLICATION OF**

**ITEM 765-3**

Refund, Incentive Refund or other Off-Bill Discounts:

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

#### **PRECEDENCE (PRIORITY) OF RULES**

**ITEM 766**

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

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## PREPAYMENT OR GUARANTEE OF CHARGES

ITEM 770

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

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

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

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

ITEM 771

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

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

## PAYING PARTY ON SHIPMENTS TO EXHIBITIONS, FAIRS, ETC.

ITEM 776

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

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

## PREPAYMENT, PARTIAL

ITEM 778

Billcode: PPCD

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

## PUERTO RICO – SHIPPER'S EXPORT DECLARATION

ITEM 779

Billcodes: DOC, SEDAUTH, SEDSIG

The U.S. Census Bureau requires a Shipper's Export Declaration (SED) for each Puerto Rico or U.S. Virgin Island shipment having a declared value exceeding \$2,500.00, unless otherwise exempt by Federal Regulations. At the specific request of shipper(s), carrier will prepare all required export documentation, prepare or complete shippers' drafts or invoices, and dispose of such documents in accordance with shippers' instructions. The fees for these services can be found in the ABF 301 Series tariff, item 882.

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

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

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

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

ABF Freight is not obligated to receive freight liable to impregnate or otherwise damage other freight or ABF Freight's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

**Section 3 - Prohibited Articles.**

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

The following property will not be accepted for shipment:

- Animals, live, wild
- Animal hides, skins or bones, inedible
- Corpses
- Fish scrap, NOI, green
- Flowers, fresh cut, NOI
- Fruit, fresh, NOI
- Vegetables, fresh or green, NOI, other than cold-pack
- Straw or hay, fresh cut or dried, in unfinished, loose or baled form
- Livestock
- Class 2.3 and 6.1 material poisonous-by-inhalation (PIH) Zone A when greater than 1 liter
- Class 2.3 and 6.1 material poisonous-by-inhalation (PIH) Zone B bulk container (over 119 gallons for liquids and greater than 1000 gallon water capacity for gases)
- Class 6.2 Infectious substances
- Class 7 Radioactive materials
- Nitrocellulose with alcohol, 4.1, UN2556, PGII
- Explosives 1.1, 1.2, 1.3
- Division 1.5 (explosives) over 1,000 lbs. requiring placarding
- Hazardous and nonhazardous waste
- Commodities with elevated temperatures

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Ethanol and Gasoline Mixture (UN 3475)

Asbestos NA 2212

Smokeless Powder for Small Arms NA 3178 (over 100 lbs.)

Records or other data in any form containing personal or financial information including but not limited to social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information

Cigarettes, Cigars, Snuff, and other Tobacco products

Marijuana (including medical marijuana) and any other illegal drugs

Any commodities capable of containing blood borne pathogens, including but not limited to bodily fluids, blood, plasma, recycled plasma, organs, tissue, or medical wastes.

Hemp, any form.

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

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

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

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

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

**LIABILITY LIMITATIONS**  
(Subject to Notes 1, 2, 3 & 4)

**ITEM 780-1**  
Billcode: ELC

**Part A: Cargo Loss & Damage Claims**

ABF Freight will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading (ABF International Bill of Lading, the applicable Canadian Bill of Lading or Mexican law when applicable), except as shown herein, or to the extent otherwise specifically outlined in participating tariffs. ABF Freight's liability for cargo loss and damage begins upon signing the receipt or bill of lading for property it receives for transportation.

ABF Freight will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155. Claims for damage must be filed in writing against ABF Freight not more than (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import tariff, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with carrier not more than nine (9) months from the date of the bill of lading.

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

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

**Section 1 - Liability Limitations**

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

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

**TABLE A**

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

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

**Section 2 - Optional Excess Liability Coverage**

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

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

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

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

"\$10,000 excess liability coverage requested"

- or -

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

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

**Section 3 – Premium Cargo Coverage**

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

1. Subject to the limitations contained herein, a rate of \$0.65 per \$100 in Covered Value shall apply subject to a minimum charge of \$75.00 per shipment will apply. See below table as an example of applicable rates:
2. Premium Cargo Coverage applies only for Shipments either:
  - a. While on land within and between the 48 Contiguous States and Canada;
  - b. While on the ocean going to or leaving from Alaska, Hawaii or Puerto Rico; or
  - c. Between the 48 Contiguous States/Canada and Mexico, but only with respect to the 48 Contiguous States/Canada inland portions of such Shipment
3. Unless otherwise agreed to in writing by authorized personnel of ABF Freight, coverage cannot exceed:
  - a. \$250,000 per conveyance on new commodities
  - b. \$50,000 per conveyance on Tradeshow commodities
  - c. \$25,000 per conveyance on other than new commodities.

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

4. ABF cargo liability will not exceed the lesser of the Covered Value or the actual value of the portion of the shipment that is lost or damaged.
5. Once a written agreement for Premium Cargo Coverage has been obtained, Customer must expressly request Premium Cargo Coverage and show the Covered Value and commodity being shipped on the original bill of lading. The term "Covered Value" is defined as the entire amount (starting at the first dollar) for which the Customer requests premium cargo coverage on the Shipment, subject to the limitations set forth in this Item. By way of example, if the level of Carrier cargo liability under Item 780-1 would be a maximum of \$10,000 and the Customer desires premium cargo coverage of \$50,000, then the Customer must expressly request Premium Cargo Coverage and a Covered Value of \$50,000 on the original bill of lading, along with the commodity being shipped. The applicable charge would be as outlined below:

Covered Value of Goods	Charge
\$50,000	\$325.00

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

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

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8. In no event will ABF Freight be liable, and it hereby disclaims responsibility for any indirect, special, incidental, punitive, multiplied or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of use or data, or any pecuniary loss) from delays of any kind or any other acts or omission by ABF Freight, a warehouseman, carriers or other service provider whether foreseeable, unforeseeable, disclosed or undisclosed which may arise or is caused from any services. ABF Freight is also not liable for damages caused by or resulting from mechanical or electrical breakdown, inherent vice, act of public authority (including US Customs), insects, vermin or the like, nuclear incident, radiation, terrorist attack or actions, contamination, controlled or uncontrolled.
9. Concealed damages are excluded from Premium Cargo Coverage unless caused by the negligence of ABF Freight and reported to ABF Freight within 30 days of delivery date. To apply for 100% coverage, concealed damages must be reported within 15 days of delivery date. For 50% coverage, concealed damaged must be reported after 15 days but within 30 days of delivery date.
10. Shipments subject to Premium Cargo Coverage are not eligible for the liability coverage outlined in Section 1 herein or Optional Excess Liability Coverage outlined in Section 2 herein

#### **Section 4 - Liability--Other Than New Commodities**

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

In order for a shipment containing commodities other than new to be eligible for excess liability coverage as allowed for in the Sections of Item 780-1, the shipment must be crated in accordance with the minimum packaging requirements contained in the NMFC 100 Series.

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

#### **Section 5 - Volume Spot Quote (VPQ) Liability**

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

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

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

#### **Section 6 - Canadian Liability**

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

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



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A statement of value (such as a “declared value”) without an express request for excess liability coverage will not increase ABF Freight’s liability, and charges for excess liability coverage will not be assessed.

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

#### **Section 7 - Mexican Liability**

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

ABF Freight assumes no liability on the Mexico portion of the transportation on shipments of fresh fruits, plants, flowers, explosives, and corrosive chemicals.

#### **Section 8 – Time-critical Liability**

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

However, in cases where a time-critical shipment shall not move entirely within ABF Freight’s own shipping network to achieve the requested service, ABF Freight’s liability shall be limited to \$0.50 per pound per lost or damaged package.

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

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

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**Section 9 - Dynamic LTL Quotes (DPQ) and Introductory Spot Quote (IPQ) Liability**

1. Dynamic LTL Quotes (DPQ) Liability

Liability for loss of and/or damages to a shipment moving under a Dynamic LTL Quote (DPQ) will be governed by the terms of the Dynamic LTL Quote, not to exceed the actual value of the cargo. In cases where liability is not established by the terms of the Dynamic LTL Quote, liability will not exceed the lesser of:

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

Optional Excess Liability Coverage is available at the applicable charges provided at the time of quote. However, liability for a shipment moving under a LTL Dynamic Quote will not, under any circumstance, exceed the lesser of \$25 (\$5 for other than new) per pound per lost or damaged package or \$100,000 (\$20,000 for other than new) per shipment. All other terms of Section 2 herein will apply.

2. Introductory Spot Quote (IPQ)

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

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

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

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#### **Section 10 – Final Mile Liability**

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

#### **Section 11 - Ocean Liability**

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

#### **Section 12 – Secure Shipment Dividers Liability**

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

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

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

Note 3 - Where the shipper fails to notate a released value on the original bill of lading and an article(s) is rated at the class provided for the lowest released value, as required by Item 420 of ABF 111 Series, ABF Freight's liability may not exceed the value resulting from such released value, subject to all other liability limitations herein.

Note 4 - Where the shipper fails to properly describe the freight on the original bill of lading, or uses a description "FAK" or "Freight All Kinds" or words of similar meaning, that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

#### **Part B: Incidental or Consequential Damages**

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

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## HOUSEHOLD GOODS OR PERSONAL EFFECTS DISPUTE RESOLUTION

ITEM 785

### Alternative Dispute Settlement (“ADS”)

- A. Policy: When issues or disputes with respect to personal effects service, including, but not limited to, all disputes regarding personal effects loss, damage and/or charges (collectively referred to as “disputes”). ABF Freight is committed to work with you in good faith to resolve disputes, and ABF Freight expects you to do the same. ABF Freight has found ADS process to be a cost-effective, fair and quick way to resolve disputes through the Better Business Bureau (“BBB”), via document submission, teleconference and/or personal appearance. You and ABF Freight agree that all disputes and any claims arising hereunder for personal effect if such cannot be resolved informally between you and ABF Freight shall be resolved by an ADS process through the Arkansas BBB located in the State of Arkansas, subject to the personal effects and other liability limitations set forth herein.
- B. Costs of ADS: You and ABF Freight will each pay one-half of all costs to institute ADS through BBB unless the BBB determines that ABF Freight will pay a larger portion. In BBB’s decision, the BBB may determine which party shall pay the cost or a portion of the cost of the ADS proceeding. ABF Freight and you agree that the BBB cannot award attorneys’ fees to you or ABF Freight. You and ABF Freight further agree that each one will be responsible for their own respective attorneys’ fees, if any.
- C. Procedure: Upon your request, ABF Freight will provide you with information to institute an action with the BBB to resolve any dispute between you and ABF Freight through ADS. For any disputes or cargo claims not resolved informally between you and ABF Freight, which were properly filed by you with ABF Freight within the nine (9) months from the claim accruing, and you must: (1) file your dispute or claim with the BBB within two (2) years of the completion of the service provided through ABF Freight or, if no completion, within two (2) years of when completion was expected, and (2) notify ABF Freight in writing of your intention to seek ADS. If you do not file (1) your personal effects claims with ABF Freight within the nine month period or (2) an appropriate ADS form with the BBB to institute ADS to resolve your dispute or other claims within the two (2) years period, then the expiration of either time period shall be a complete and absolute defense to any disputes or other claims, including any action at law or in equity, without regard to any mitigating or extenuating circumstances or excuses whatsoever.

Below is a link to information that explains the ADS procedure:

<http://www.bbb.org/us/moving-and-storage-issues/>

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

## PROTECTION AGAINST FREEZING SERVICE

ITEM 810

Billcode: FRE

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

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3. The charge for this service shall be \$3.45 cwt; subject to a minimum charge of \$39.00 per shipment, subject to the following Conditions of Service:

**Conditions of Service:**

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

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

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

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

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

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## RAMP USAGE

### ITEM 815

Billcodes: RAMPD, RAMPO

For Customer's convenience, ABF may provide ramps for exclusive use with the same trailers used to deliver the ramp. If Customer uses ramps, the charge will be \$100.00 per ramp per day. In addition, the Customer agrees to abide by the following terms:

1. Customer shall be fully responsible for training and supervising its customers, employees, agents, contractors, subcontractors and any other party using the equipment found at [www.upack.com/moving-services/trailer-specifications.asp](http://www.upack.com/moving-services/trailer-specifications.asp) and [www.upack.com/ramp/setup.asp](http://www.upack.com/ramp/setup.asp).
2. **ASSUMPTION OF RISK:** Customer assumes all risks and liability arising from all use and operation of the equipment and understands that such equipment can cause injury or death to Customer or others. Customer assumes full responsibility for and agrees to defend, indemnify and hold harmless, its parent, subsidiaries, affiliates, and divisions, including their respective employees, affiliates, officers, directors, agents and insurers from and against any and all claims, demands, causes of action of every kind and character, losses, costs, expenses (including reasonable attorneys' fees) and damages of any kind and character for injury to or death to any person, or damage to any property, arising out of or in connection with the use or operation of such equipment or any work or Services performed by Customer and/or any of their employees, agents, contractors, subcontractors, independent contractors, temporary workers, of either or any other person.

## RECONSIGNMENT, DIVERSION OR DYNAMIC REROUTING

### ITEM 820

Billcodes: RECO, RECD, REL

### 1. Definitions of Reconsignment, Diversion or Dynamic Rerouting:

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

### 2. Conditions:

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

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

- A. **All reconsigned/rerouted shipments must be updated** showing the new consignee, address and destination and are subject to the minimum charge for marking or tagging as provided in Item 580 herein, in addition to all other applicable charges.
- B. **Reconsignment requested when freight is still at ABF Freight origin terminal:**
1. When ABF Freight receives a request to change the delivery address before the shipment has been loaded, a charge of \$82.00 per shipment per trailer will apply in addition to the linehaul rate from origin to the new destination.
  2. When ABF Freight receives a request to return the shipment to the shipper or transfer to another carrier at our dock before the shipment has been loaded, a charge of \$12.00 per cwt, but not less than \$90.00 per shipment per trailer, nor more than \$550.00 per shipment per trailer.
  3. When ABF Freight receives a request to return the shipment to the shipper or transfer to another carrier at our dock after the shipment has been loaded, the point of reconsignment/rerouting will be the terminal to which the shipment has been loaded and the charges will be assessed as outlined in paragraph 3(C) or 3(D) herein.
- C. **Reconsignment requested any time after shipment is loaded at origin terminal and before it is loaded to terminal serving the final destination:**
1. When ABF Freight receives a request to change the destination to a point served direct by our same ABF Freight destination terminal as originally consigned, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from the origin to the new destination.
  2. When ABF Freight receives a request to change the destination to a point served by a different ABF Freight destination terminal than was originally consigned, the shipment will be subject to the applicable linehaul rate from origin to our ABF Freight terminal at the reconsignment/rerouting point plus the applicable linehaul rate from the reconsignment/rerouting point to the new destination, but not less than the published through rate from the origin to the new destination.
  3. When ABF Freight receives a request to change the destination to a point served direct by our ABF Freight terminal at the reconsignment/rerouting point, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from the original origin to the new destination.
  4. When ABF Freight receives a request to change the destination to a point served by a connecting line carrier at our ABF Freight terminal at the reconsignment/rerouting point, the shipment will be subject to the applicable linehaul rate from the origin to our ABF Freight terminal at the reconsignment/routing point plus the applicable linehaul rate from the reconsignment/rerouting point to the new connecting line destination.
  5. When ABF Freight receives a request to change the destination to dock pick up at the ABF Freight terminal at the point of reconsignment/rerouting, a charge of \$82.00 per shipment per trailer will apply in addition to the applicable linehaul rate from origin to the ABF Freight terminal at the point of reconsignment/rerouting.
  6. Provisions within this paragraph are only applicable prior to the loading of the shipment for further transportation. If the shipment has been loaded, the reconsignment/rerouting point will be the terminal to which the shipment has been loaded and the charges will be applied as outlined herein.
- D. **Reconsignment requested after shipment is loaded to or has arrived at ABF Freight destination terminal:**
1. When prior to loading for delivery, ABF Freight receives a request to change the destination to a point served direct by our same ABF Freight destination terminal, a charge of \$82.00 per shipment per trailer will apply in addition to the linehaul rate from origin to the new destination.

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2. When prior to loading for delivery, ABF Freight receives a request to change the destination to a point not served by our same ABF Freight destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original ABF Freight destination terminal plus the applicable linehaul rate from the original ABF Freight destination terminal to the new destination, but not less than the published through rate from the origin to the new destination.
  3. When prior to loading for delivery, ABF Freight receives a request to change the destination to a point served by a connecting line carrier at our same ABF Freight destination terminal, the shipment will be subject to the applicable linehaul rate from origin to our ABF Freight destination terminal plus the applicable linehaul rate from our ABF Freight destination terminal to the new destination.
  4. When prior to loading for delivery, ABF Freight receives a request to allow the shipment to be picked up at our ABF Freight destination terminal dock, the shipment will be subject to the applicable linehaul rate from origin to our ABF Freight destination dock with no additional reconsignment charge applicable.
  5. When the shipment has been loaded for delivery and ABF Freight receives a request to change the destination to a point served direct by our same ABF Freight destination terminal, the charge will be \$12.00 per cwt, but not less than \$90.00 per shipment per trailer, nor more than \$550.00 per shipment per trailer in addition to the greater of the linehaul rate from origin to the original destination or from origin to the new destination.
  6. When the shipment has been loaded for delivery and ABF Freight receives a request to change the destination to a point not served by our same ABF Freight destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original destination plus the applicable linehaul rate from the original destination to the new destination.
  7. When the shipment has been loaded for delivery and ABF Freight receives a request to change the destination to a point served by a connecting line carrier at our same ABF Freight destination terminal, the shipment will be subject to the applicable linehaul rate from origin to the original destination plus the applicable linehaul rate from the original destination to the new connecting line destination.
- E. **When portions of shipments are reconsigned/rerouted**, each portion will be considered a separate shipment. The charges applicable in this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned. Sorting and segregating service, when required, will be charged for per Item 750, Paragraph 5(A), in addition to all other applicable charges.
4. Provisions of this item do not apply when ABF Freight receives instructions to divert a shipment at one point from motor to air transportation. For applicable provisions, see Item 517 (Diversion – Motor to Air Transportation) herein.
  5. Provisions of this item do not apply in connection with International shipments between the United States and Mexico which are diverted from ABF Freight at the U.S./Mexico border. For applicable provisions, see Item 822 (Diversion, U.S./Mexico Border).

## **DIVERSION, U.S./MEXICO BORDER**

**ITEM 822**  
Billcodes MSDSB, MSDNB

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



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

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

Shipments that are diverted will be rerated from the origin to the point of diversion, and subject to an additional charge of \$155.15. The point of diversion on northbound shipments shall be the customs broker's address. The point of diversion on southbound shipments shall be the freight forwarder's address.

## REDELIVERY

### ITEM 830

Billcode: RDEL

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

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

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

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

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

## REFERENCE TO TARIFFS OR PORTIONS THEREOF

### ITEM 845

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

## REPORTING CHARGES

### ITEM 850

Billcodes: ALC, TRC

### Alcoholic Beverages

Each shipment destined to points in the states of AL, CA, FL, GA, IL, KY, LA, MD, MS, MT, NV, NJ, OK, PA, and/or TX containing alcoholic beverages which must be reported by the common carrier to a State Commission will be subject to a reporting charge of \$45.70 in addition to all other applicable charges.

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## TRANSPORTATION MANAGEMENT SERVICES

**ITEM 860**

Billcodes: CSOL, SCF, BYRTC, BYRPO, BYRET, BYRPM, BYRCM

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

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

## RETURNED UNDELIVERED SHIPMENTS

**ITEM 865**

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

## ROADSIDE DELIVERIES

**ITEM 870**

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

"Deliver without receipt from consignee."

There shall be no liability upon ABF Freight for any loss or damage to said shipment after such delivery.

## SEALING OF TRUCKS

**ITEM 880**

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

## SECURED SHIPMENT DIVIDER SERVICE

**ITEM 881**

Billcodes: BLKH, BLKHLAB, BLKHCUS

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

1. Except for Secure Shipment Dividers (bulkheads), when materials are furnished by ABF Freight, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of ABF Freight covering such materials used on the involved shipment. Subject to Note 1, when Secure Shipment Dividers (bulkheads) are furnished by ABF Freight, a Secure Shipment Divider (bulkhead) usage fee of \$335.00 per divider will be assessed against the payer of the freight charges except this fee will not apply in connection with shipments moving under U-Pack® service.

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2. The labor charge for installation of any material, including Secure Shipment Dividers (bulkheads), will be \$135.00 per hour, or fraction thereof, for each man.

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

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

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

**Conditions and Definitions:**

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

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

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

**ITEM 882**

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

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

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

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## **SINGLE SHIPMENT CHARGE**

**ITEM 885**

Billcode: SS

A single shipment picked up at one time and place, unaccompanied by any other shipments from the same pickup site will be subject to a charge of \$42.00 in addition to all other lawfully applicable charges. For shipments moving within points in Canada, the charge shall be \$70.00. ABF Freight'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 time-critical shipments or
- 2) on shipments tendered to ABF Freight by the shipper at ABF Freight's terminal dock.

## **STOPOFF FOR PARTIAL LOADING OR UNLOADING**

**ITEM 900**

Billcodes: SO, SPU, EXM

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

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

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

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

## **STORAGE**

**(Subject to Note 1)**

**ITEM 910**

Billcodes: STGO, STGD, STGR, STGA

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

1. Storage charges on freight awaiting line-haul transportation will begin at 12:01 a.m., the first business day after freight is received by the carrier.

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2. Storage charges on freight awaiting delivery will begin at 12:01 a.m., the second business day after the freight is available for delivery and notice of arrival has been given. Except, storage charges will begin at 12:01 a.m. the first business day after the freight is available for delivery (even if notice of arrival has not been given) when delivery of the shipment is delayed at the request or act of the shipper or third party payor.
3. Once storage charges begin, the storage rate will be \$5.00 per 100 pounds per day, but not less than a minimum charge of \$125.00 per shipment. Each shipment will be subject to a minimum daily storage charge (for each day or fraction thereof, including Saturdays, Sundays and holidays) of \$35.00 per day, but not more than \$300.00 per day per vehicle.
4. Storage charges under this item will apply up to and including the day ABF Freight is enabled to deliver or transport the freight.
5. Storage charges shown above will end the day ABF Freight places the freight in a public warehouse. When ABF Freight does place the freight in a public warehouse, the shipment will be subject to a rate or charge of \$10.94 per 100 pounds per day, but not less than \$87.63, or more than \$1601.68 per shipment per vehicle.

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

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

Note 1 - Provisions referring hereto will not apply in connection with shipments stored at facilities used by carrier's terminal in Winnipeg, MB.

#### **STORAGE AT FACILITIES USED BY TERMINAL IN WINNIPEG, MB**

#### **ITEM 910-1**

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

1. Storage charges on freight awaiting delivery will begin at 12:01 a.m., the fourth business day after the freight is available for delivery and notice of arrival has been given.
2. Once storage charges begin, the shipment will be subject to the following rate or charge for each day or fraction thereof stored, including Saturdays, Sundays, and holidays:  
  
\$1.69 per 100 pounds, but not less than \$18.86 per shipment.
3. Storage charges under this item will apply up to and including the day ABF Freight is enabled to deliver this freight.

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

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

#### **SUBSTITUTED SERVICE**

#### **ITEM 920**

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

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## **SPECIAL PICKUP OR DELIVERY EQUIPMENT**

### **ITEM 959**

Billcodes: FLATBD, FLATBO, PDSSEO, PDSSD

ABF Freight will pickup or deliver freight using the equipment it uses for normal pickup and deliveries (28 foot trailers), and as needed, equipment it usually reserves to transport freight over the highway (28 foot trailers). When for any reason, ABF Freight must provide equipment other than the equipment mentioned herein (use of a flatbed trailer or use of a non 28 foot trailer are examples of such special equipment), the charge herein shall apply in addition to all other applicable charges. Charges will be assessed against the payor of the freight charges unless payment has been guaranteed to the satisfaction of the carrier by the consignor, consignee or third party.

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

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

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

## **TERMINAL CROSS-DOCK HANDLING**

### **ITEM 960**

Billcodes: DHCO, DHCD

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

Charges will not apply on any shipment where ABF Freight provides linehaul or performs pickup or delivery.

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

### **ITEM 973**

Billcode: HAZ

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

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

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

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2. If required by federal, state or local regulations, ABF Freight will prepare designated route plans which will set forth the routes to be utilized in transporting shipment of hazardous materials or substances from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate state or local agency for the transportation of hazardous materials or substances and any interstate highway not disapproved by a state or local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds 115% of the shortest mileage from initial origin to final destination, the distance in excess of 115% will be charged for at the rate of \$14.93 per mile per vehicle. All mileage shall be computed by use of Household Goods Carrier's Bureau, Agent, Mileage Guide (HGB 100 Series).
3. When special permits authorizing the transportation of specific shipments of hazardous materials or substances are required by federal, state or local regulations, the purchase costs of such permits will be paid by ABF Freight and collected as follows:
  - A. The purchase costs of such permits, plus a service charge of \$45.00 per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
  - B. Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.
4. Any notation on the bill of lading which in any way limits or denies ABF Freight access to the vehicle in which the shipment is loaded shall be deemed by ABF Freight to require Exclusive Use of Vehicle services in accordance with the provisions of Item 525 herein.
5. Shipments containing Hazardous Materials, as described in Title 49 CFR, will be subject to an additional charge of \$45.00 per shipment per trailer in addition to all other applicable charges.

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

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

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

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

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

## **TRANSPORTATION TAX, INTRASTATE SHIPMENTS**

**ITEM 975**

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

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## UNCLAIMED/ABANDONED FREIGHT

**ITEM 980**

Billcodes: DUMP, UCLMSAL

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

### Disposition of Property

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

- A. **Non-perishable Freight**-Upon notification of arrival, if a shipment containing non-perishable property is unclaimed and delivery cannot be effected, the carrier will so notify the proper parties as shown on the Bill of Lading by telephone, mail or electronic communication. If notification is sent by mail, the notice will be considered to have been given the first business day after it was mailed. Upon written instructions from the shipper, the carrier will return the shipment to the shipper, reconsign or otherwise dispose of it, all at the shipper's, consignee's or owner's expense. If no such instructions are received within 10 days after the date of notification, the carrier will dispose of the freight by public or private sale or discard in landfill or dumpsite with no further liability to the carrier in accordance with the NMFC Uniform Bill of Lading.
- B. **Perishable Freight**-When a perishable shipment is delayed while in the possession of the carrier, or is unclaimed or refused and is threatened with deterioration, Carrier shall have the right to take such action as it deems reasonably necessary for the protection of all parties of interest, including rerouting the shipment by other means of transportation, or disposal of the shipment at public or private sale, absent instructions of Shipper to the contrary with no further liability to Carrier. Carrier shall make all reasonable effort to give notice prior to said sale or disposal to the proper parties as shown on the Bill of Lading by telephone, electronic mail or facsimile communication.
- C. **Shipper and Consignee Remain Liable**- No sale or disposal pursuant to this rule shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper, consignee, and owner shall remain liable, jointly and severally for any deficiency. In all cases, shipper, consignee, and owner are responsible for all freight and storage charges regardless of freight disposition.
- D. **Storage Charges**-Undelivered shipments will be subject to the applicable storage charges. See ABF Tariff 111, item 910.
- E. **Dumping Charge**-Undamaged Freight that is refused for reasons not caused by Carrier that, due to quantity, must be disposed of in a landfill or dump site will be assessed a charges of \$144.35 per shipment in addition to charges assessed by the landfill or dump site.
- F. **Sales Fee**-When unclaimed/abandoned freight is sold at public or private sale, a fee of \$430.20 per shipment will apply to cover handling, administration, and other associated costs.

## VEHICLE FURNISHED BUT NOT USED

**ITEM 985**

Billcode: TFBNU

When ABF Freight, upon receipt of a request to pick up a shipment, has dispatched a driver and trailer for such purpose, and through no fault of ABF Freight, the trailer is not used, a charge of \$181.94 per day (or fraction thereof) per trailer, will be assessed against the consignor making such request. Accrual of these charges will terminate when ABF Freight is notified that the trailer will not be used.

When the Carrier is requested to make a pickup of a LTL shipment and arrived at the scheduled time for pickup and no freight is given to the Carrier, a charge of \$31.77 will be assessed.



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## ADVANCE WAREHOUSE SERVICE

### ITEM 986

Billcodes: AWHSD, AWHSO

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

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

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

## WATERBORNE TRAFFIC - General Provisions

### ITEM 988

Billcodes: DRGSTR, HD, HP, LOUHD, LOUHP, LPTCO, LPTCD, MWGTUP, NJYHD, NJYHP, PHLHD, PHLHP, STRPD, STRPO, TXTCD, TXTCO, WPTCD, WPTCO

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

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

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

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

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

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

\$641.65 per container

Unloading of the container at the ABF Freight terminal serving the port:

\$320.79 per ocean container of less than 40 linear feet, when all freight is palletized

\$513.27 per ocean container of 40 linear feet or greater, when all freight is palletized

\$641.65 per ocean container of less than 40 linear feet, when freight is not palletized

\$1154.89 per ocean container of 40 linear feet or greater, when freight is not palletized

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

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

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

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

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

All advanced charges shall be collected from the Customer.

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

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

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Place	Service	Minimum	Charge Per Cwt	Maximum
Points and Places Not Shown Below	Full (loading or unloading)	\$299.56	12.61	
	Tail Gate (partial loading or unloading)	299.56	5.87	
	Skidded Cargo (loading or unloading)	194.87	4.67	
Louisiana Ports	Full (loading or unloading)	255.60	3.56	
	Tail Gate (partial loading or unloading)	255.60	3.56	
	Skidded Cargo (loading or unloading)	194.87	3.56	
	Pickup or Delivery at Ports	84.43	3.79	
New York District Harbor Area/ Newark Bay Area	Full (loading or unloading)	253.94	16.52	\$1249.56
	Tail Gate (partial loading or unloading)	253.94	16.52	1249.56
	Skidded Cargo (loading or unloading)	253.94	16.52	1249.56
Philadelphia Harbor Area	Full (loading or unloading)	225.43	16.52	
	Tail Gate (partial loading or unloading)	225.43	10.15	
	Skidded Cargo (loading or unloading)	225.43	4.35	
Texas Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Cargo (loading or unloading)	----	----	
	Pickup or Delivery at Ports	91.91	4.03	
Western U.S. Ports	Full (loading or unloading)	----	----	
	Tail Gate (partial loading or unloading)	----	----	
	Skidded Cargo (loading or unloading)	----	----	
	Pickup or Delivery at Ports	30.15	2.73	

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## SHIPMENT MEASUREMENT AND CUBE VERIFICATION

**ITEM 991**

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

## SHIPMENT WEIGHING, REWEIGHING AND WEIGHT VERIFICATIONS

**ITEM 992**

Billcodes: CUSCPSD, CHGWT, CUSRR, CUSDNWT, CUSCPSO

1. At its sole discretion, ABF Freight may choose to weigh or reweigh shipments in its custody and may correct the billed weight and assess proper freight charges accordingly. Such weighing or reweighing may be conducted with scales owned by ABF Freight, including platform scales or lift truck scales with a manufacturer's specified tolerance of plus or minus 1%. The accuracy of such scales will be regularly verified.
2. When the total freight charges (including accessorials and fuel surcharge) are increased by \$10.00 or more as a result of weight or weight and classification changes, a \$40.00 reweight fee will apply in addition to all other charges.
3. ABF Freight will not process reductions freight charges for shipments not subject to the standard reweigh fee outlined in the above paragraph. ABF Freight will only process freight charge reductions that exceed the sum of the standard reweigh fee and other processing and administrative charges. Reductions will be processed when total freight charges would decrease as a result of weight or weight and classification adjustments by an amount in excess of a \$40.00 reweigh fee and other processing and administration charges
4. Upon request by the consignor, consignee or third party payor, the carrier will weigh or reweigh any shipment or vehicle(s) on carrier scales. Such weighing or reweighing will only be made while shipment is in the possession of ABF Freight. A charge of \$57.27 per shipment per vehicle will apply for this service and such charge(s) shall be paid by the party requesting the service. If any error in the weight is determined, the billed weight will be corrected accordingly.

When the consignor tenders ABF Freight a shipment where the bill of lading clearly does not provide an accurate shipment weight (including when '1 lb' is shown; or when no weight whatsoever is provided), ABF Freight will weigh the shipment on carrier scales at ABF Freight's convenience, subject to a charge of \$57.27 per shipment per vehicle in addition to all other applicable charges.

5. When ABF Freight is requested to secure a certified public scale weight for any shipment or vehicle(s), a charge of \$198.53 will be made by ABF Freight for each weighing or reweighing obtained in addition to the fee assessed ABF Freight for use of the certified public scale. Such charge(s) shall be paid by the party requesting the service.
6. When Customer requests ABF Freight to weigh or reweigh a vehicle both empty and loaded, the above charge in Paragraphs 4 or 5, as the case may be, will be made for each separate weighing.

## WEIGHT RECEIPT, CERTIFIED

**ITEM 993**

Billcodes: MWGTUP, MWGTUPD, SWCR

When ABF Freight is required to provide consignee with a weight certificate as a condition of performing delivery, a weight certification fee of \$40.00 per shipment shall be assessed in addition to all other charges. This charge will be assessed against the payor of the freight charges.

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**WEIGHTS - OVERWEIGHT FINES AND RELATED EXPENSES**

**ITEM 994**  
Billcode:OWF

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

1. Item 992 of ABF 111 Series will apply.
2. The following charges will be assessed against the shipper and will be in addition to all other applicable charges:
  - A. The total actual costs of any resulting fines assessed against ABF Freight.
  - B. When ABF Freight's driver and/or equipment is delayed by state, federal or other regulatory authorities, a charge for the total delay time shall be assessed at the rate of \$227.39 per hour or fraction thereof, subject to a minimum charge of \$227.39.
  - C. When it is required that the contents of the equipment be rearranged, unloaded, reloaded, or transferred to other equipment, a charge for the total time (see Note 1) spent in performing these functions shall be assessed as follows:

<b>Days — Hours</b>	<b>Per employee, per hour or fraction thereof</b>	<b>Minimum Charge per Employee</b>
Monday through Friday (Except Legal Holidays) 8:00 a.m. to 5:00 p.m.	\$ 205.20	\$ 205.20
Monday through Friday (Except Legal Holidays) 5:00 p.m. to 8:00 a.m.	308.47	308.47
Saturday, Sunday and Legal Holidays	308.47	1690.79

Note 1 - Total time shall be computed from the time the employee(s) is dispatched from ABF Freight's terminal facility until the employee(s) arrives back at ABF Freight's terminal facility after having performed the requested function(s).

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

**ITEM 995**

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

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

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

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

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

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

**ITEM 997**

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

**Conditions and Definitions:**

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

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## ABBREVIATIONS, UNIFORM EXPLANATION OF

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

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

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



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## ABBREVIATIONS - STATE - UNIFORM EXPLANATION OF

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

### ABBREVIATION AND EXPLANATION

AK	Alaska
AL	Alabama
AR	Arkansas
AZ	Arizona
CA	California
CO	Colorado
CT	Connecticut
DC	District of Columbia
DE	Delaware
FL	Florida
GA	Georgia
HI	Hawaii
IA	Iowa
ID	Idaho
IL	Illinois
IN	Indiana
KS	Kansas
KY	Kentucky
LA	Louisiana
MA	Massachusetts
MD	Maryland
ME	Maine
MI	Michigan
MN	Minnesota
MO	Missouri
MS	Mississippi

### ABBREVIATION AND EXPLANATION

MT	Montana
NC	North Carolina
ND	North Dakota
NE	Nebraska
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NV	Nevada
NY	New York
OH	Ohio
OK	Oklahoma
OR	Oregon
PA	Pennsylvania
PR	Puerto Rico
RI	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VA	Virginia
VT	Vermont
WA	Washington
WI	Wisconsin
WV	West Virginia
WY	Wyoming

Canada	
AB	Alberta
BC	British Columbia
MB	Manitoba
NB	New Brunswick
NF/NL	Newfoundland/Labrador
NS	Nova Scotia
NT	Northwest Territories
ON	Ontario
PE	Prince Edward Island
QC	Quebec
SK	Saskatchewan
YK	Yukon