



RIST / AMA 100

Rules Tariff

MC-193781

**LOCAL AND JOINT LINE, INTERSTATE AND INTRASTATE
TARIFF
OF
RULES AND REGULATIONS**

THIS TARIFF APPLIES ONLY WHERE AND TO THE EXTENT TARIFFS, PRICING
AGREEMENTS, AND CONTRACTS MAKE SPECIFIC REFERENCE HERETO
For reference to governing publications, see Item 100

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*Revised

+ New

ITEM 100**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements thereto or successive reissues thereof:

- Classification – NMF 100 National Motor Freight Classification.
- Rates – HWEP 500.
- Mileage – HGB100 and HGB105 Household Goods Carrier's Bureau.
- Zip Codes – United States Postal Service 5 digit ZIP code directory.
- Hazardous Materials governed by the U.S. Department of Transportation hazardous materials regulations as published in C.F.R. 49 subchapter C.

ITEM 110**DEFINITION OF TERMS**

1. **DIRECT SERVICE AND SERVED DIRECT**, as used in this schedule or in schedules subject hereto means transportation service performed by a carrier with its facilities and vehicles or those of its agent.
2. **LOCAL HAUL**, as used in this schedule or in schedules subject hereto, means the transportation of shipment by one motor carrier under a local rate, whether pick up service at a point or origin or delivery service at destination is performed by such carrier or for its account by another carrier.
3. **JOINT HAUL**, as used in this schedule or in schedules subject hereto, means the transportation of a shipment jointly by two or more motor carriers under a through rate, not including carriers performing only pick up service at point of origin or delivery service at destination for account of a carrier in connection with which such through rate applies. Where a rate or other provision is restricted to or against "Joint Hauls" via an individual carrier, the term means joint through hauls via that carrier and a connecting carrier.
4. **NATIONAL MOTOR FREIGHT CLASSIFICATION**, as used in this schedule means National Motor Freight Classification NMF 100 Series, National Motor Freight Traffic Association, Inc., Agent.
5. **TRUCKLOAD**:
 - (a) - **ON CLASS RATED** articles, Discount expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, the term "TRUCKLOAD" shall mean any shipment billed at:
 1. 20,000 pounds or more on articles rated class 125 or lower.
 2. 10,000 pounds or more on articles rated class 150 or higher.
 - (b) **ON COMMODITY RATED** shipments, the term "truckload" shall mean any shipment billed at truckload commodity rates. In the case of commodity rates which apply "Any Quantity" or which are the same on all shipments weighing each 5,000 pounds or more, a shipment weighing 20,000 pounds or more shall be deemed a truckload for the purpose of applying rules and accessorial charges (not transportation charges) governing truckload shipments.
6. **CARRIER'S TERMINAL**. Where rates are published from or to carrier's terminal, the term "carrier's terminal" refers to the terminal of the carrier which performs the transportation under such rates, (unless otherwise provided in rate items or rate applications).
7. **RATE BASIS NUMBERS** and **RATE SCALE NUMBERS** are synonymous and interchangeable terms.

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8. MIXED SHIPMENT. The term “mixed shipment(s)” as used in the application of commodity rates or exceptions classes restricted to “mixed shipment” or “mixed shipments” means a single shipment consisting of separately described commodities in separate items of the NMFC. Each individual shipment must consist of such separately described commodities when commodity rates or exceptions classes are restricted to apply only in “mixed shipment” or “mixed shipments”.
9. LESS THAN TRUCKLOAD (LTL) Rates or Classes are those applicable to a quantity of freight less than the truckload minimum weight specified for the same article.
10. The terms “BUSINESS DAY” or “BUSINESS HOURS” means that time during which operations are generally conducted by the carrier where the service is performed. These terms do not include Saturdays, Sundays or Holidays.
11. Motor Carrier - Any person or business providing motor vehicle transportation for compensation as defined in 49 USC 13102.
12. The term “HOLIDAYS” means: **New Year’s Day, Labor Day, Christmas Day, Independence Day, Thanksgiving Day, Memorial Day** or any other day generally observed as a holiday by the carrier at the point at which the service is performed.

ITEM 150**APPLICATION OF TARIFF**

1. The ratings and items provided for herein take precedence over conflicting ratings and rules of the National Motor Freight Classification and any other schedules or contract terms or conditions that may appear on the subject shipments tendering document.
2. Exception classes subject to specified minimum weights shall remove the application of the classification class when such minimum weight requirement is met or charged for and shall not remove the application of the classification class for lesser weight shipments.

ITEM 180**APPLICATION OF TARIFF-ALLOWANCES, COMMODITY RATES AND/OR DISCOUNTS**

1. Allowances, commodity rates and/or discounts published in this tariff, or tariffs referring to this tariff as a governing publication, will NOT apply on Accessorial or special rates or charges.
2. Only one (1) allowance, commodity rate or discount may be applicable per shipment. In the event of a conflict, the allowance, commodity rate or discount applicable to the party responsible for the freight charges, or his agent, will be applicable.
3. Allowances and discounts TO a named point will apply only on Collect shipments TO the name points.

ITEM 300**ADVANCING OR PAYING CHARGES
(Exception to NMFC Item 300)**

1. Unless otherwise instructed by shipper or consignee, the carrier may advance or pay charges which are incidental to the transportation of the shipment. These advanced charges are to be collected in addition to the applicable transportation charges.
2. The charges assessed by the carrier for advancing or paying monies outlined above shall be **\$5.00** per \$100.00 dollars advanced or fraction thereof subject to a minimum charge of **\$25.00**.

ITEM 345**ARRIVAL NOTICE AND UNDELIVERED FREIGHT - Refused or Unclaimed Shipments**

Refused or unclaimed shipments will be subject to the following provisions:

SEC. 1: CHARGES:

Upon notice to carrier that the consignee will not accept a shipment, the carrier will hold the shipment in its vehicle, or, at carrier's option, unload it in its terminal at, or nearest to destination and carrier's liability immediately reverts to that of warehouseman. See Item 830 herein for charges to be assessed for redelivery in addition to any accrued storage charges under the Item 910 Series, and other lawful charges.

SEC. 2: REDELIVERY:

If a shipment is refused (Note A) upon tender of delivery (except at carrier's terminal) or if prior to notice of refusal by consignee as provided for in SEC. 1, shipment has been dispatched from carrier's terminal and routed for final delivery to consignee, any subsequent delivery from the same terminal will be subject to redelivery provisions under the Item 830 Series (REDELIVERY) in addition to the charges provided for in SEC. 1.

SEC. 3: TERMINAL DELIVERY:

In the case of a shipment consigned for terminal delivery (Note B), it shall be treated as "refused" under SEC.1, if not called for within 2 days after date of arrival, subject to storage charges under the Item 910.

SEC. 4: NOTICE TO CONSIGNOR:

Where a shipment is refused or unclaimed under this item, the carrier shall promptly attempt to provide notice by telephonic or electronic communication provided in section 4 (a) of the Uniform Bill of Lading Contract. See item 360 NMF 100 series.

SEC. 5: RETURNED OR REFORWARDING:

If a shipment is refused and final disposition thereof is made by returning it to the consignor at original shipping point as shown in Bill of Lading, lawful rates and charges for the return will be assessed in addition to any lawfully accrued charges. If a shipment is forwarded to another consignee or destination, the reconsignment or diversion provisions in the Item 820 of this schedule will apply.

SEC. 6 BILLS OF LADING:

Nothing in this item shall be construed as a waiver or nullification of the conditions of the Uniform Bill of Lading with respect to the disposition of perishable or non-perishable freight. **SEC. 7**

UNDELIVERED FREIGHT:

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee or if freight cannot be transported because of an error or omission on the part of the consignor, the shipment will be subject to applicable storage or detention charges and carrier's liability immediately reverts to that of a warehouseman.

NOTE A: When the consignee cannot be located, or for any other reason beyond the control of the carrier, a shipment cannot be delivered at the address given in the Bill of Lading, for the purpose of this item, a shipment shall be deemed "refused".

NOTE B: Shipments will be accepted for delivery at carrier's terminal only where terminal facilities for such delivery are available and adequate.

ITEM 360**BILLS OF LADING**

All pricing agreements, pricing proposals or quotations offered by RIST / AMA are conditional on the use of the Uniform Straight Bill of Lading prescribed in the National Motor Freight Classification 100 Series (NMFC).

RIST / AMA Transport certifies we are a participating carrier in the NMFC.

The signature of a RIST / AMA driver on a bill of lading will not be construed as authority to change the bill of lading terms and conditions as prescribed by the NMFC.

ITEM 360-01**BILLS OF LADING – CORRECTED**

Any changes made to the original bill of lading will be subject to an additional **Document Correction Fee** of **\$22.50** each time a change is made at the request of Shipper and/or Consignee. Changes shall include, but not be limited to shipment terms, description, weight, etc. This charge shall be in addition to all other charges and will not be subject to discount, loading or unloading allowances. All changes must be in writing in the form of a letter on the Shipper's letterhead, or a Corrected Bill of Lading. No changes will be accepted that increase carrier's liability regarding loss or damage.

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

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

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

ITEM 360-02**BILLS OF LADING - Conflicting Terms & Conditions**

All rates, terms and conditions of transportation are subject to the rules of this schedule and by bills of lading of the NMFC. The only exception occurs when there is a written agreement, separate from the bill of lading, signed by an authorized representative of this company and the customer. For these purposes, a driver of this company is not an authorized representative and cannot negotiate rates or terms of service on behalf of the company.

If a customer uses a bill of lading other than the uniform bill of lading as shown in the NMFC, the driver's signature only acknowledges the condition and receipt of the freight. It is not a contract for the carriage of freight.

ITEM 360-03**BILLS OF LADING - Order Notify
Order Bills
(Exception to Sec. 1 of NMFC Item 360)**

The provisions of Sec. 1 of NMFC Item 360 will apply except:

Carrier will not accept direct from shippers or from a connecting carrier, shipments moving on Order - Notify Bills of Lading. If the carrier inadvertently accepts a shipment on an order notify bill of lading, the order notify shall be considered null and void and the terms and conditions shall revert to those of the Uniform Bill of Lading shown in NMF 100 item 360.

ITEM 370**BLIND SHIPMENTS**

For application of these provisions, a blind shipment is one in which the Shipper is not aware of the actual Consignee. Carrier will accept a corrected bill of lading from another party involved in the transaction changing the Consignee at the point of origin before the shipment leaves the original pickup terminal.

1. Requestor must complete and fax to Carrier a "Blind Shipment Authorization Form" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a returned fax.
2. Carrier must be satisfied that the requestor has the legal authority to divert the shipment.
3. A charge of **\$37.00** will apply in addition to all other applicable charges.
4. Actual origin city, state, and ZIP code and ultimate destination city, state, and ZIP code will be shown on Carrier's bill.
5. Charges as found in the "Marking or Tagging Freight" Item will not apply on shipments subject to this item.
6. Only requests prior to pickup will be considered for this service.
7. If the "Blind Shipments Authorization Form" is not received by the Carrier prior to pick up, the request will be handled as a reconsignment subject to the provisions of the "Reconsignment, Diversion, Relinquishment" Item herein.

ITEM 390**CAPACITY LOADS****SECTION 1 - GENERAL APPLICATION:**

- a. This item applies only when a single shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle.
- b. The carrier shall endeavor to furnish the largest available vehicle(s) as defined in Section 3 of this item. The shipper shall have the right to refuse the vehicle(s) offered, but once the loading has begun, the provisions of this item will apply.
- c. The provisions of this SECTION will NOT apply on shipments subject to the provisions of Item 470.

SECTION 2 - CHARGES:

- a. The minimum charge for each fully loaded standard trailer shall be computed on the basis of the applicable truckload rate and truckload minimum weight. When two or more truckload minimum weights are provided for the same article, the lowest of such truckload minimum weights and the truckload rate applicable thereto will apply for that article. In the case of mixed shipments of differently rated articles, apply the provisions of Item 645 (MIXED TRUCKLOAD SHIPMENTS).
- b. The minimum charge for each fully loaded doubles trailer shall be 65% of the minimum charge provided above for fully loaded standard trailers. The above provisions serve only as minimum charges and do not apply when the applicable truckload rate applied to the actual weight in each fully loaded vehicle produces a higher charge.
- c. Each vehicle, except the one carrying the excess or overflow, must be fully loaded.
- d. Each vehicle, including the one carrying the overflow, shall be rated as a separate shipment.

SECTION 3 - DEFINITIONS OF TERMS AS USED IN THIS ITEM:

FULL CAPACITY or FULLY LOADED shall mean:

- 1) That quantity of freight which, in the manner loaded so fills the vehicle used that no additional article in the shipping form so tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicle; or
- 2) The maximum quantity of freight that can be legally loaded in or on the vehicle used because of the weight or size limitations of state or regulatory bodies; or

TRUCKLOAD and TRUCKLOAD MINIMUM WEIGHT are as defined in Items 110 of this schedule.

VEHICLE shall mean either a standard trailer or a doubles trailer as defined below:

STANDARD TRAILER shall mean a trailer 35 feet or more in outside length.

DOUBLES TRAILER shall mean a trailer measuring less than 29 feet.

ITEM 400**CLAIMS - FILING TIME LIMITS**

1. Loss and Damage Claims:
All claims for lost, damage or delayed shipments must be filed in writing and received by RIST / AMA within nine (9) months of the date of delivery of the shipment. Or in the case of non-delivery within nine (9) months of the date of the bill of lading.
2. Overcharge, Undercharge Claims:
If a shipper seeks to contest the charges originally billed or additional charges subsequently billed the shipper may request that the Surface Transportation Board determine whether the charges billed must be paid. A shipper must contest the original bill or subsequent bill within 180 days of receipt of the bill in order to have the right to contest such charges.

ITEM 402**CLAIMS - CONCEALED LOSS OR DAMAGE**

1. Concealed loss or damage claims must be filed with carrier within five (C) (5) days after delivery.
2. No claims will be allowed unless carrier has been given the opportunity to inspect the freight in the original container.
3. All claims must be presented in writing in strict accordance with claim procedures.
4. No deduction from freight charges due Carrier will be allowed.

ITEM 405**CLAIMS - LIMITATION**

All claims shall be brought solely in a customer's individual capacity. Customer agrees it will not bring an action against carrier as a class plaintiff or class representative, join a class as a member, or participate in any way as an adverse party in a class action lawsuit against carrier. Claims may not be joined or consolidated unless agreed to in writing by all parties.

ITEM 406**UNJUSTIFIED REFUSAL OF FOODSTUFFS**

Foodstuff items refused for alleged infestation, odor contamination or loading with non-prohibited commodities will be lab analyzed. If the results of the analysis prove non infestation no odor contamination or no harm from food products loaded with the refused shipment, RIST / AMA will bill the cost of the lab analysis to the owner of the goods. The owner of the goods will be notified and the goods will be placed On- Hand pending receipt of the analysis report. Storage charges will not apply if the report shows justification for refusal and the lab fees will be paid by RIST / AMA

ITEM 407**CLAIMS LABOR RATE**

When the carrier is charged by the claimant for labor charges in no case shall the labor rate be more than **\$50.00** per hour.

ITEM 430**COLLECT ON DELIVERY (COD) SHIPMENTS**

Unless otherwise provided herein or in schedules subject hereto, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

- SEC. 1.** Shipments must be tendered on Bill of Lading forms as shown in NMF 100 series Item 360. The letters "COD" must be stamped, typed or written on all such Bills of Lading and Shipping Orders immediately before the name of consignee; OR, "COD" in red letters at least three quarters (3/4) of an inch in height must be stamped or printed across the face of the Bills of

Lading and Shipping Orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street and post office address of consignor and consignee must be shown on Bill of Lading and Shipping Order. On Straight Bills of Lading – Short Form there must be shown in the space provided for this purpose the following information:

<p>COLLECT ON DELIVERY AMOUNT:\$ _____</p>	<p>C.O.D. FEE: Prepaid [] Collect []</p>	<p>REMIT C.O.D. CHECK TO: Name: _____ Street: _____ Origin – City, State: _____ Zip: _____</p>
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SEC. 2. Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee.

SEC. 3. COD packages will not be accepted on the same Bill of Lading with packages other than COD and only packages covered by one COD bill may be tendered on one Bill of Lading.

SEC. 4. COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person. **SEC. 5.** COD shipments will not be accepted for transportation, subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, the consignee refuses COD payment, carriers are responsible for the disposition of the shipment only in accordance with the Bill of Lading contract. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SEC. 6. Only the following forms of payment will be accepted in payment of COD amounts (note 1): (1) cash, up to a maximum of \$250.00; (2) bank cashier’s check; (3) bank certified check; (4) money order or (5) personal check of the consignee when so authorized or by endorsement on the Bill of Lading and Shipping Order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier’s responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

Note 1: All checks (including cashiers, certified, business and personal) and money orders tendered for payment of COD shipments will be accepted by RIST / AMA at the shipper’s risk including, but not limited to, the risk of nonpayment, fraud and forgery; and that RIST / AMA shall not be liable upon any such instrument.

SEC 7. When the bill of lading is not clearly marked in the appropriate space provided on the bill of lading, the charge for collecting and remitting the amount for COD shipments will be collected from the party to whom the freight charges are assessed. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

SEC. 8. (a) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved by interline service the delivering carrier shall remit COD collection promptly to the originating carrier for disbursement to the consignor.

(b) The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:

- (1) Number and date of freight bill
- (2) Name and address of shipper or other person designated as payee,
- (3) Name and address of consignee,
- (4) Date shipment delivered,

- (5) Amount of COD,
- (6) Date collected by delivering carrier,
- (7) Date remitted to payee,
- (8) Check number or other identification of remittance to payee.

SEC. 9. The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be 3% of the COD amount with a minimum charge of \$25.00.

SEC. 10. COD shipments of explosives designated as “Class A and dangerous explosives” or Class B less dangerous explosives” referred to in the Hazardous Materials Schedule ATA 111 Series, American Trucking Associations, Inc. Agent will not be accepted.

SEC. 11. The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:

- a) When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with SECTIONS 1 and 2 of this item, or
- b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the shipment’s delivery.

ITEM 435

COLLECTION OF CHARGES – Third Party Billing

1. When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of lading and Shipping Order at time of shipment.
2. When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under DOT credit regulations. If a shipment is inadvertently accepted on a third party collect basis, the freight terms will be considered to be prepaid.
3. Shipments subject to the provisions of this item will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If a shipment is inadvertently accepted when the consignor executes SECTION 7 of the original bill of lading, the SECTION 7 provision will be invalid.

ITEM 440

CROSSDOCK – Dock Handling Charges for Transshipments

Shipments delivered to the carrier’s dock that are to be tendered to other carriers (transshipments) shall be assessed a charge of \$50.00 per pallet or loose piece (if not on pallet).

ITEM 450

Cubic Capacity – Linear Foot Minimum Charge

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a minimum charge, based upon a calculated weight and the applicable rate. The calculated weight shall be determined by multiplying the cubic capacity of the shipment by six (6) pounds for each cubic foot or portion thereof. The applicable rate shall be determined from the otherwise applicable provisions including but not limited to tariffs, rate scales, rating, discounts, percentage expressions and commodity rates. However, shipments subject to NMFC class (not exception) ratings or multiple rates of any type shall be rated at the applicable class 125 rates in lieu of the actual NMFC classification or multiple rates.

1. Determining cubic capacity and density charge.

- A. A density minimum charge shall apply on a shipment only if it occupies 750 cubic feet or more of a trailer as tendered for shipment and if its density as tendered is less than 6 pounds per cubic foot. Such shipments will be subject to a minimum charge using a proforma weight calculated at 6 pounds per cubic foot. The total cubic feet the shipment occupies will be multiplied by 6 pounds to get the calculated weight of shipment. The shipment will be rated using the applicable class 125 rate using all of the applicable tariffs. Customer's discount will apply.
- B. A vertical dimension of 8 feet or actual height, whichever is greater, will be used to calculate cube for units that cannot be top loaded with like freight due to any of the following:
 - 1. The nature of the article.
 - 2. Packaging or lack of packaging used
 - 3. Pallets are in a "pyramided", "rounded off", or "topped off" fashion, and/or
 - 4. Specific instruction by the Shipper on the bill of lading, on the actual articles as tendered, or by the Consignee to the effect that no other freight is to be on top of the article(s).
- C. A horizontal dimension of eight feet will be used to calculate cube for the units that cannot load side by side in the trailer and will not allow for loading of other normal skids beside them.
- D. Same day multiple shipment pickups from the same shipper, having the same consignee, will be considered as one shipment for the provisions of this item.

The provisions of this item shall not be applicable in connection with shipments rated using Capacity Load – Item 390 or Exclusive Use Item 470 of this tariff.

ITEM 485

DEDUCTION FROM FREIGHT CHARGES

Deductions of loss, damage or overcharge claims from freight charges are prohibited. Any deductions made may result in loss of discount on the deducted freight bill.

ITEM 500

DETENTION – Tractor with trailer

This item applies only on shipments when carrier's vehicle (Note A) are delayed or detained at premises of consignor, consignee or other places designated by consignor or consignee, subject to the following provisions:

SEC. 1 GENERAL PROVISIONS:

- a. Except as otherwise specifically provided, when the loading or unloading of freight is delayed and such delay is attributable to the consignor, consignee or other designated by them, beyond the free time authorized in SEC. 3, computed in accordance with SEC. 2, charges in SEC. 4 will be assessed against the party requesting the service. If the party requesting or requiring the service is unable or unwilling to pay for the service, the charges will be assessed against the payer of the freight charges.
- b. When SEC. 7 of the Bill of Lading is executed, carrier will not deliver the shipment to consignee unless detention charges, if accrued, are guaranteed.
- c. Carrier will maintain records to verify any charges for detention.

SEC. 2 COMPUTATION OF TIME:

- a. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available and ends upon notification from the consignor or consignee that the trailer is available for movement.
- b. Mealtime not exceeding one hour will be excluded from computation of time when loading or unloading with power is interrupted by a meal period.

- c. In case of multiple shipment subject to LTL rates received from one shipper or delivered to one consignee at one time on the vehicle, time will be computed on the aggregate weight of the multiple shipments so received or delivered. Where there is more than one payer, charges will be prorated on the basis of the weight of each individual shipment. Where either a single shipment or such multiple shipments subject to LTL rates exceed the carrying capacity of one vehicle free time for each vehicle shall be computed separately.

SEC. 3 FREE TIME:

Free time for the loading or unloading of freight will be allowed as follows:

30 minutes free time per shipment.

SEC. 4 CHARGES:

When loading or unloading of freight is delayed beyond free time, charge per vehicle for each 15 minutes of fraction thereof consumed for such delay shall be	\$40.00
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SEC. 5 PICK PICK-OR DELIVERY PROVISIONS IN THIS OR OTHER SCHEDULES:

The provisions of this item do not change or prevent the application of other items in this schedule. Nothing in this item shall require a carrier to pick up or deliver freight at hours others than each carrier’s normal hours.

NOTE A: “Vehicles” as used in this item means straight trucks or tractor-trailer combinations except that this item will not apply to trailers without power units left by carriers at place of pick up or delivery of consignor, consignee or other party designated by them.

ITEM 501

DETENTION – Vehicles without Power Units

APPLICATION:

DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS

This item applies when carrier’s vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them. Also applies, when the carrier spots or drops a trailer at the request of the consignor or consignee.

SECTION 1. GENERAL PROVISIONS:

- a. Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier’s employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units (Item 500 herein) will apply. In the case of spotting for loading the Bill of Lading must show ‘Shipper Load and Count.’
- b. Carrier responsibility for safeguarding shipments loaded in trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- c. Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
- d. Free time for each vehicle will be as provided in SECTION 2. After the expiration of free time charges will be assessed as provided in SECTION 3.
- e. The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading.
- f. Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier’s normal business hours. This shall not be construed as a restriction on carrier’s ability to pick up or deliver spotted trailers at hours other than its normal business hours.
- g. Carrier will maintain records to verify any charges for detention.

SECTION 2. COMPUTATION OF FREE TIME:**(A) Free time application:**

1. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available.
2. Detention end upon notification from the consignor or consignee that the trailer is available for movement.
3. When a trailer is both loaded and unloaded, the free time for loading will not begin until the free time for unloading has expired.

(B) Free time calculation:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading from the time the trailer is spotted.
2. Free time will not begin nor include Saturday, Sunday, or holiday (national, State, or municipal). When the trailer is spotted on such days, free time will begin at 8:00 AM on the next business day. When free time has begun and extends into such day, computation of time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, or holiday.

SECTION 3. CHARGES:

After the expiration of free time as provided in SECTION 2 of this item, charges for detaining a trailer will be assessed as follows:

(1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$51.00
(2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$71.41
(3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)	\$102.01

ITEM 510**DOCUMENT PICK UP OR DELIVERY**

Upon request of the party having the control of the shipment(s) and is requesting that shipping document(s) need to be picked up at or delivered to a site not adjacent to the location of the freight a charge of **\$40.00** per stop will apply in addition to any other charges.

ITEM 520**EQUIPMENT**

A carrier's obligation to accept articles for shipment shall be subject to the suitability of equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.

ITEM 530**EXCLUSIVE USE OF VEHICLE**

1. Definition:
The carrier upon request of the consignor or consignee will provide exclusive use of a trailer(s). Shipping instructions to the carrier which prohibit the breaking of locks or seals or the co-loading of additional freight will be considered a written request for exclusive use service.
2. Requirement: Exclusive use request must be given in writing or placed on the bill of lading and shipper order.
3. Application: For just cause, the carrier may remove locks or seals, provided the reason is noted on the freight bill. No freight will be added except at the instruction of consignor or consignee. When a request is made to convert a shipment in route to exclusive use, the charge applicable

- will be as though the shipment moved for origin on an exclusive use basis.
4. Non Application: Shipments subject to the provision of this item may not be stopped in route for partial loading or partial unloading.
 5. Payment of Charges:
Charges must be prepaid or guaranteed by the party requesting the service. The no recourse section of the bill of lading may be signed.
 6. Minimum Charge per Shipment:
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, computed as follows:
20,000 pounds at the class 100 Scale M5M rate for a vehicle.

ITEM 540

**“EXEMPT” COMMODITIES AND NMFC COMMODITIES LISTED AS “NOT TAKEN” OR “0”
(Exception to the National Motor Freight Classification)**

1. For shipments of commodities classified in the National Motor Freight Classification as “exempt” or “not taken”, the rating class will be determined based upon the density in pounds per cubic foot as follows.

POUNDS PER CUBIC FOOT	CLASS
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	150
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 or greater	70

2. If a shipment is accepted wherein density is not listed, charges will initially be assessed on the basis of the highest class shown. Upon proof of the actual density, freight charges will be adjusted accordingly.
3. Commodities rated using the above provisions shall be subject to a released value not exceeding \$.50 per pound per package.

ITEM 550

EXPORT, IMPORT, COASTWISE AND INTERCOASTAL FREIGHT

1. Rates on export and import traffic published in tariffs subject hereto will apply on traffic to or from Hawaii or Puerto Rico.
2. Rates on intercoastal traffic published in tariffs subject hereto will apply on traffic to or from Alaska.
3. Rates, either class or commodity, specifically designated as applicable only to export, import, coastwise or intercoastal shipment, must be applied on such shipments to the exclusion of all other rates not so designated.
4. On shipments consigned to piers or wharves or to brokers, when dock receipts and other necessary documents are not furnished by the consignor at the time of shipment or are not lodged at the pier prior to arrival of the shipment at the carriers destination terminal and must be obtained from the steamship company or broker, a charge of \$43.98 per shipment will be assessed in addition to all other lawfully applicable rates and charges.

ITEM 551**AIRPORT PICK UP OR DELIVERY**

Shipments picked up or delivered to JFK International Airport or Newark International Airport will be subject to a charge of **\$75.00** per shipment, in addition to all other lawfully applicable rates and charges.

ITEM 552**OCEAN FREIGHT, CONTAINER FREIGHT STATION, PIER, WHARVES**

Shipments requiring Carrier to pick up or deliver freight at a Container Freight Station, Pier, or Wharf will be subject to a charge of **\$75.00** per shipment, in addition to all other lawfully applicable rates and charges.

When documentation's, releases or instructions must be obtained by carrier from brokers prior to pick up or delivery of export or import shipments having prior or subsequent air transportation, a charge of **\$51.16** per shipment will apply, in addition to all other lawfully applicable rates and charges.

ITEM 553**AMAZON WAREHOUSE SURCHARGE**

RIST / AMA does not service Amazon warehouse locations. If an Amazon pickup/delivery is tendered, an Amazon Warehouse Fee of **\$150.00** per shipment will apply.

ITEM 555**ALCOHOL SURCHARGE**

Any shipment containing Alcohol or alcoholic beverages/products will be subject to an Alcohol Surcharge fee of **\$3.00** per pallet/skid.

ITEM 560**EXTRA LABOR –Helper Charges**

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. The charges at each location where extra labor is used are listed below
2. Time shall be computed from the time the extra labor arrives at the place of pick up or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (shipper) if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.
3. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Charges: **\$75.00** per man per hour or fraction thereof, subject to a minimum charge for LTL shipments of **\$300.00** per man per day and a minimum charge for truckload shipments of **\$450.00** per man per day.

ITEM 570**FREIGHT BILL CONSOLIDATION**

When the consignor or consignee requests that multiple shipments be combined into one single shipment a charge of **\$50.00** per consolidated set of freight bills shall apply, subject to the following criteria.

1. All shipments to be combined must have the same pick up date and be picked up on the same pickup trailer.
2. All shipments to be combined must be consigned to the exact same consignee at the exact street address, city, state and zip code.
3. All shipments to be combined must be delivered on the same date and be on the same delivery trailer.

Since each one of the bill of lading is a separate individual contract with the carrier and the carrier is not obligated to perform this service, it will totally at the discretion of the carrier as to whether request will be granted and freight bills will be combined. This service will only be considered by the carrier upon written request by either the consignor or the consignee.

ITEM 573

GUARANTEE NEXT DAY AND/OR SPECIFIC TIME

Guaranteed delivery service is provided when requested by the billing party or payer only. A guaranteed shipping quote must be received and accepted by the payer prior to scheduling the shipment to ensure RIST / AMA Transport can guarantee the requested terms. Marking a Bill of Lading "guaranteed" or "hot shipment" without prior approval or quoted rate will not constitute a guaranteed shipment and will not hold RIST / AMA liable for outcome of delivery.

Guaranteed rates are subject to a number of factors and will be pro-rated by RIST / AMA at the time of request. Guaranteed service availability will be determined by RIST / AMA Operations team and can vary based on day and time.

Failure to perform guaranteed services will result in the reduction of the upcharge for the guaranteed portion only. Freight charges and other accessorial fees will still apply.

- A. Guaranteed delivery service is available, when possible, for RIST / AMA direct service points only in NY, NJ, PA and New England. RIST / AMA will not guarantee any freight for direct points in MD or DE.
- B. RIST / AMA will not guarantee freight picking up or delivering using a partner carrier or indirect agent of RIST / AMA.
- C. A guaranteed shipping rate must be requested in writing within 24 hours prior to shipping date.
- D. RIST / AMA Transport will not guarantee shipments picking up or delivering to container freight stations (CFS) or airports.
- E. RIST / AMA can not guarantee shipments to limited access locations or private residences.
- F. A scheduled shipment must reference the guaranteed rate quote for the guaranteed service to apply to the shipment for the days / times specified.
- G. Next Day service may not be available when an appointment for delivery is also required.
- H. RIST / AMA will not be liable for failure to deliver next day due to factors such as, but not limited to: acts of God (including weather); the unavailability or refusal by consignee to accept delivery on the specified day and times; impassable or congested roadways; acts from public authorities; riots or civil actions; labor disputes; or other *force majeure* events beyond RIST / AMA's control, including but not limited to, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, isolation or monitoring of or other imposed employee restrictions.

ITEM 575

HAZARDOUS MATERIALS – Special Provision and Charges (Exception to NMFC Item 540)

Carrier may accept shipments of hazardous materials for transportation in accordance with the transportation Requirements of the US Department of Transportation, subject to the following provisions:

- A. Hazardous Materials (HM) shipments must be tendered on Uniform Straight Bill of Lading forms

as shown in NMF 100 series.

- B. Fines and/or penalties will be billed to the Shipper, who will reimburse Carrier for all losses incurred when such are imposed on the Carrier as a result of the Shipper's failure to comply with 49 CFR and/or provide:
1. Proper packaging and labeling
 2. 24-hour emergency phone number (note 1)
 3. Proper shipping name
 4. Hazard Class
 5. Identification number
 6. Packing group-where required
 7. Total quantity
 8. Shipper's Certification or any other certification requirements as specified in 49 CFR series.
- C. Hazardous Material in the categories listed below are embargoed from transportation:
1. Explosives (Division 1.1, 1.2, 1.3)
 2. Radioactive Material (Class 7, Yellow 3)
 3. Hazardous waste
 4. Etiologic Agents/Infectious Substances (Division 6.2)
 5. Nitrocellulose with alcohol with not less than 25 percent alcohol by mass, and with not more than 12.6 percent nitrogen, by dry mass 4.1, UN2556
 6. Nitrocellulose, with not more than 12.6 percent nitrogen, by dry mass, or Nitrocellulose mixture with pigment or Nitrocellulose mixture with plasticizer or Nitrocellulose mixture with pigment and plasticizer 4.1, UN2557
 7. Nitrocellulose with water with not less than 25 percent water, by mass 4.1, UN2555
 8. Asbestos NA 2212
 9. PCB's
- D. As used herein, Hazardous Materials means articles described in 49 CFR. When service is provided by Carrier to transport materials defined under 49 CFR, an additional charge of **\$22.50** per shipment plus the actual costs of required permits will be assessed to each shipment.
- E. Carrier reserves the right to deal in any way it deems proper without prior notice to Consignor/Consignee or Shipper, with any Hazardous Material that it reasonably suspects may become a danger to any other goods stored by Carrier, or freight in transit or to be moved in transit, or may become a danger to Carrier's property, its employees, its servants or agents, or to third parties.
- F. Except for Carrier's negligent acts or omission resulting in loss, damage or injury, Carrier shall have no liability for any Hazardous Material, whether declared or undeclared. Shipper shall indemnify and hold harmless Carrier against all loss, damages, or delay or injury, including attorneys' fees and costs, caused by or arising out of transit or storage of any Hazardous Material, whether declared or undeclared.
- G. Except for Carrier's negligent acts or omission resulting in loss, damage or injury, Carrier reserves the right to collect for the Shipper the costs of cleanup, damage claims paid, and injury claims paid, caused by or arising out of the transit or storage of any cargo.

Note 1: Failure to put the emergency phone number on the bill of lading will result in an additional charge of **\$100.00** per shipment.

ITEM 580

HYDRAULIC LIFT GATE SERVICE

DEFINITION - The carrier will provide lifting or lowering devices to accomplish pickup or delivery when

required or requested. A

1. APPLICATION - When lift gate is requested on the original bill of lading, the fee will follow the freight terms noted for this specific service. The charge includes the initial notification for delivery.
2. When lift gate service is not requested on the original bill of lading, but required to complete the pickup or delivery due to size, weight, or configuration and no dock is available for loading or unloading, the provisions and charges in this item will apply and be assessed according to the linehaul terms of payment in addition to all other charges. Lift gate service is considered to be required if a Lift gate was used for the pickup or delivery because no dock or forklift was readily available and any piece was configured in such a manner that it could not be handled safely and damage free.
3. When lift gate service is required but not already indicated on the delivery receipt, the driver will either mark the appropriate checkbox at the bottom of the delivery receipt or notate the delivery receipt as evidence of service performed.
4. Lift gate service will not be provided where a single handling unit exceeds 1,500 lbs. or when the length of a single handling unit exceeds 84 inches, the height of a single handling unit exceeds 60 inches or the width of a single handling unit exceeds 48 inches, as the handling unit would be positioned on the tailgate.
5. When service is not provided due to excessive weight or dimensions outlined in part 4 above, carrier will notify the consignor the reasons why the service cannot be provided and that the freight is in storage at the delivering terminal. The consignor will be allowed 48 hours free time to make other delivery arrangements. Once free time has expired provisions for storage shall apply as outlined in item 910 herein.

If a request for service is present on the BOL but, through no fault of the carrier, service is not performed, the requesting party will still be responsible for the charges as specialized equipment was allocated for this pickup or delivery.

Charges: **\$3.00** per 100 pounds, subject to a minimum charge of **\$58.00** and a maximum charge of **\$275.00**

ITEM 585

HAND LOAD/UNLOAD

In the event that a location does not have a dock or forklift and the carrier was not advised a liftgate was needed, but the freight was hand unloaded, a hand load/unload fee of **\$1.00** per piece or **\$70.00** minimum will apply.

ITEM 590

IMPRACTICABLE OPERATIONS

Pick up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (1) The conditions of roads, streets, driveways, alleys or approaches thereto;
- (2) Inadequate loading or unloading facilities;
- (3) Strikes, Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property

*When the above conditions one or two restrict the pickup or delivery from being performed, they shipment is subject to redelivery/attempted pick up charges to another facilities that will accommodate the vehicle.

ITEM 595

INSIDE PICKUP OR DELIVERY

When requested by consignor or consignee and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (PICK UP OR DELIVERY SERVICE).

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

When shipments are accorded split pick up, 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.

The charges provided in this item will be in addition to all other lawful charges and will be assessed against the party responsible for freight charges when the service is required for delivery unless specifically authorized by another party to the shipment.

Charges: **\$4.75** per 100 pounds, subject to a minimum charge of **\$66.00** and a maximum charge of **\$550.00**

ITEM 600

Limited Access Pick Up and Delivery

RIST / AMA Transport will perform pickup and delivery service at locations with limited access, subject to a flat charge of **\$85.00** per shipment. This fee shall be assessed in addition to any other applicable freight charges to the shipment, Note 1. The term "limited access" shall include but is not limited to:

Camps	Carnivals	Churches	Condominiums
Construction Sites	Country Clubs	Estates	Fairs
Farms	Mines	Military Installations	Nuclear Power Plants
Parks	Prison	Ranches	Schools
Self Storage units	Universities		

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

1. Not open to public walk-in during the hours of 8 am through 5 pm.
2. Not having personnel readily available to assist with pick up or delivery
3. No loading/unloading dock or platform
4. Extensive security inspections or process are required.

The charge provided in this item will include notification in the case of delivery to arrange for an agreed delivery time. The charge will be assessed against the payer of the freight charges. If the payer of the freight charges is unable or unwilling to pay for this service, the charges will be assessed against the party requesting the service.

Note A – 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 delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.

Note B – The term "MINES" means the site of any pit, excavation shaft or deposit at which coal, ore or minerals are, have been or will be extracted. Such site or "Mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine

supply houses, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to a mine

Note C – The term “SECURED” shall apply to, but not be limited to the following

1. Any location where security checks are required prior to, during or after pickup or delivery, of personnel, equipment and/ or cargo.
2. Any location where electronic scanning of equipment is required.
3. Military Bases or Installations, Government Facilities, Prisons, Jails, Detention Centers.

Note D – The term “Remote Site” shall be defined as, but not limited to the examples listed below, facilities that are located outside the normal commercial pickup and delivery region of the carrier for a town, city, or municipality:

1. Indian Reservations
2. Governmental research stations

Note E – The term “Utility Site” shall be defined as the site of any power generation station, whether nuclear, thermal, hydroelectric, or fossil fuel or pumping station located outside the normal commercial pickup and delivery region of the carrier for a town, city, or municipality.

Note F – Shipments consigned to, originating from, or destined to a convention or exhibition center, the cartage agent handling the show or any other location where a trade show or convention is held, or at a warehouse where trade show shipments are held prior to or following a trade show, or consigned to/from a carriers facility which the shipment is marked for a show or exposition or booth. All freight charges must be prepaid. The Shipper must guarantee payment of these freight charges.

ITEM 600-1

CONSTRUCTION SITE DELIVERY

For shipments to or from a location meeting the definition of Note A under ITEM 600, a **Construction Site fee of \$85.00 per shipment** will apply. This fee shall be assessed in addition to any other applicable freight charges to the shipment

ITEM 600-2

SCHOOL SITE DELIVERY

For shipments to or from a school, college, university or other educational, non-commercial institution, a **School Site Fee of \$65.00 per shipment** will apply. This fee shall be assessed in addition to any other applicable freight charges to the shipment

ITEM 600-3

CONVENTION CENTER DELIVERIES

When a customer requests a delivery to or from a Convention center, a **\$325.00** surcharged will be assess in addition to the regular freight rate, for deliveries that are made Monday thru Friday. Weekend and holiday services to or from a convention center will be subject to the regular freight rate plus a **\$325.00** surcharge with a minimum of **\$750.00**.

ITEM 605

LIMITED ACCESS – PARKING TICKET

When a carrier must make delivery at locations that have limited loading or unloading access. This includes deliveries where carrier may be subject to fines, tickets or being towed to affect delivery. A minimum fee of **\$125.00** is to be applied in addition to the freight charges. When the fines or tickets are more that the listed fee of \$125.00, then the carrier reserves the right to adjust the fee according to the assessed fine amounts.

ITEM 610**LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

1. At the time of shipment a notation must be made on the Bill of Lading and the Shipping Order that consignor is to load and/or consignee is to unload the shipment.
2. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
3. (a) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.
(b) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee as condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In 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 requirements as to loading or unloading.
6. If the consignor or any party tendering any portion of the shipment refuses to perform loading or if the consignee or any party receiving any portion of the shipment refused to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

ITEM 620

**MARKING OR TAGGING FREIGHT
(Exception to SEC. 1 of NMFC Item 580)**

1. The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter-according to instructions, the markings or tags on any packages or pieces of freight will be subject to the following charges:

Freight on which the marking or tag is changed or altered **\$2.02** per package or piece

Minimum Charge per shipment **\$ 19.95.**

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

NOTE A--(NA) on shipments reconsigned or diverted. Apply provisions of Item 820 (Reconsignment or Diversion).

ITEM 620-01

**MARKING OR TAGGING FREIGHT – Labeling Charges
(Exception to NMFC Item 580)**

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions the markings or tags on any packages or piece of freight subject to the following charges:

201 cents per package or piece of freight, on which the marking is changed or altered, subject to a minimum charge of **\$19.90** per shipment.

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

NOT APPLICABLE on shipment reconsigned or diverted. On such shipments apply provisions of Item 820.

ITEM 630**MAXIMUM CHARGE**

1. The provisions of this item apply only when the weight of the shipment equals or exceeds the applicable TL minimum weight.
2. When, after the application of any discounts that might apply, a lower charge on a TL shipment can be produced by applying thereto the LTL rates that would apply in the absence of the rates normally applicable on TL shipments, such lower LTL charge shall apply.
3. The provisions of this item shall NOT apply:
 - a) When a single shipment is loaded to the full capacity of single vehicle or exceeds the capacity of a single vehicle as described in the Item 390 Series (CAPACITY LOADS) or where a single shipment occupies over 30 feet in length of trailer floor space.
 - b) When truckload rate applications are required for accessorial or special service described in the Item 470 Series (CONTROL AND EXCLUSIVE USE OF VEHICLES) and Item 900 Series (STOPOFFS).
4. Accessorial or special charges, including detention charges, applicable to shipments rated under Paragraph (2) shall be those applicable for LTL shipments.
5. 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.

ITEM 640**MIXED SHIPMENTS - LTL
(Exception to NMFC Item 640)**

On a mixed less-than-truckload shipment or any quantity shipment consisting of two or more commodities subject to different rates, the charge for each commodity shall be at the respective less-than-truckload rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated of such commodities.

ITEM 645**MIXED SHIPMENTS - TL
(Exception to NMFC Item 645)**

Unless otherwise provided, when a number of articles for which the same or different classes or rates are provided when in straight truckload quantities, are shipped at one time by one consignor from one point of origin to one consignee at one destination, on one Bill of Lading, as a mixed truckload shipment, the following will apply:

SEC. 1: The articles will be charged at the actual or authorized estimated weight and at the straight truckload class or commodity rate (not "Specific Mixture", "All Freight", "Freight, All Kinds" or "All Commodity" or similarly designated rate or class), applicable to each article except as provided in NMFC Items 310 and 640. The truckload minimum weight will be the highest provided for any article in the mixed truckload shipment, and any deficit in the truckload minimum weight will be charged for at lowest truckload rate applicable on any article in the mixed truckload shipment (Note A).

SEC. 2: Subject to the provisions of SEC. 1, when the aggregate charge on the shipment is made lower by considering the articles as if they were divided into two or more separate truckload shipments, the

shipment will be charged for accordingly.

SEC. 3: Subject to the provisions of SEC. 1, when the aggregate charge on the entire shipment is less on the basis of truckload rate and truckload minimum weight (or actual or authorized estimated weight if in excess of the truckload minimum weight) for one or more of the articles and on basis of the less-than-truckload rate or rates (Note B) on the actual or authorized estimated weight of the other article or articles the shipment will be charged for accordingly. On the articles included in truckload shipment on which less-than-truckload rates are applied truckload package requirements will apply not subject to increased charges provided in NMFC Item 687. Charges on articles in packages shall not be higher than on the same articles loose.

SEC. 4: If a lower charge results under the application of SEC. 1 of this item than under the provisions for a specific truckload mixture, such lower charge will apply.

SEC. 5: Where different truckload rates and minimum weight are provided on the same article included in a mixed truckload shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

SEC. 6: The provisions of this item will not apply to articles, the transportation of which at the same time in the same vehicle, is prohibited by federal, state or municipal regulations.

SEC. 7: This item will not apply on:

- a) Articles on which truckload ratings or rates are NOT APPLICABLE except for the purpose of making up deficit in the required truckload minimum weight as provided in SEC. 1 of this item.
- b) Building Woodwork (house trim); Cement, hydraulic, masonry, mortar, natural or portland; Lime, common, including magnesium lime, hydrated, quick or slaked; Livestock.
- c) On shipments containing Class A and B Explosives. Apply provisions of NMFC Item 645.

SEC. 8: Articles having release values appearing in the NMFC 100 or RIST / AMA 100 series will move subject to the lowest released value provided therein regardless of the increase or decrease in rate provided in this item.

NOTE A: Articles subject to any quantity rates may be included in the mixed truckload shipment for the purpose of making up any deficit in the minimum weight but the applicable any quantity rate shall be applied on such articles.

NOTE B: Where a less-than-truckload rate is dependent upon the weight of the shipment, apply the less-than-truckload rate that would be applicable on a less-than-truckload shipment equaling the total weight of the mixed truckload shipment.

EXAMPLE: When the less-than-truckload rate would be applicable under this item on any part of the shipment and the total weight of the mixed truckload shipment is 20,000 pounds, the rate applicable on less-than-truckload shipments weighing 10,000 pounds or more would apply.

ITEM 647

NOTIFICATION PRIOR TO DELIVERY (Applicable only on LTL shipments)

When a Bill of Lading or any Shipping Order is tendered bearing any notation requesting the carrier to notify the consignee prior to delivery by any means whatsoever, the charges listed below shall apply. (Notes A and B)

NOT APPLICABLE on shipments subject to truckload rates. If a shipment is moving on a rate subject to a stated minimum weight of 10,000 pounds or more and such rate is not designated as a truckload rate, it will be considered a truckload rate for the purpose of applying this item.

NOTE A: When notification prior to delivery is requested on the original Bill of Lading the charge for notification will be charged to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

NOTE B: Apply the following in addition to all other provisions. If there is no request for notification on the Bill of Lading but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed and billed to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).

Charges: **\$24.00** per shipment.

ITEM 670

OVER-LENGTH LTL FREIGHT

Shipments containing one or more articles that are at least 8 feet in length, but less than 12 feet in length will be subject to a charge of **\$135.00** in addition to any other applicable charges.

Shipments containing one or more articles that are at least 12 feet in length, but less than 16 feet in length will be subject to a charge of **\$265.00** in addition to any other applicable charges.

Shipments containing one or more articles that are at least 16 feet in length, but less than 20 feet in length will be subject to a charge of **\$400.00** in addition to any other applicable charges

Shipments containing one or more articles that are at least 20 feet in length, but less than 28 feet in length will be subject to a charge of **\$750.00** in addition to any other applicable charges

Shipments containing one or more articles that are at least 28 feet in length or more will be subject to a charge of **\$1,000.00** in addition to any other applicable charges

The charge in this item will not apply on shipments that are subject to shipments rated using Capacity Load – item 390 or Cubic Capacity Linear Foot item 450 of this tariff.

ITEM 680

PACKING OR PACKAGING (Exception to NMFC Item 680)

Except where the exception rating description is specifically restricted to particular packing requirements, Subs or other qualifications, exception rating referring to NMFC Items apply on the articles named in the exception rating Item subject to the complete packing requirements and other qualifications applicable under the NMFC Item referred to, including:

- 1) Any generic heading, caption and notes applicable thereto, that govern such NMFC item.
- 2) The application of all Subs immediately following such NMFC Item.
- 3) All notes applicable to such NMFC Item and Sub.
- 4) All packaging permitted (specifically or by alternate container rules) under such NMFC Item and Sub.

ITEM 681

PACKING OR PACKAGING Determination of Charges for Articles not Complying with Packaging Requirements (Exception to NMFC Item 687)

In the application of SEC. 3, NMFC Item 687, where the rating published herein for the same articles in any shipping form or container is higher than the highest rating in NMFC, such higher rating shall be used as the base rating to which the increase authorized in SEC. 3, NMFC Item 687, shall be added.

The transportation charge on articles which fail to comply with packing requirements and failure to comply is discovered after articles have been accepted for transportation, must be determined as follows:

When LTL classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL class or rating provided for such articles in the same shipping form (Note A).

NOTE A: Applies only on articles packaged in fiber boxes which also serve as display stands or racks and then only when the article or articles and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.

ITEM 684

PALLET RETURN OR EXCHANGE – Return of Containers, Pallets, Platforms, Racks, Reels or Skids (Other than marine type or intermodal containers designed for highway use on wheels)

Except as otherwise specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids.

When requested the charge for pallet exchange will be **\$30.00 each**

ITEM 688

PALLET PRICING

1. A pallet dimension cannot exceed 48 inches x 48 inches and the commodity cannot exceed the dimension of the pallet. The height of the commodity and pallet combined cannot exceed 72 inches.
2. Rates are stated in dollars per pallet and are for each pallet and/or each partial pallet tendered. All un-palletized freight must travel on a separate Bill-of-Lading.
3. The weight of each pallet must not exceed 2000 lbs. and will be subject to reweigh. If the weight of a pallet exceeds 2000 lbs the total charges will be the applicable pallet rate plus \$8.00/cwt for every pound over 2000 lbs
4. Tiered pallet pricing is only applicable for multiple pallets going to the same consignee.
5. Each loaded pallet must be strapped, tied, glued or otherwise secured, by the consignor so as to form a unit load of sufficient strength to withstand the normal hazards of transportation.
6. The consignor and consignee must perform the loading and off loading. Each pallet must be loaded and off loaded as a unit, as a breakdown of the pallet by the carrier will result in additional charges calculated at a rate of \$25.00 for each 15 minutes or fraction thereof
7. Liability for loss and damage is limited to the lower of invoice or \$1.00 per pound, \$1,200.00 per pallet, \$5,000.00 per shipment.
8. The wording, "PALLET PRICING", with the number of pallets must be noted on the bill of lading prepared by the shipper, when tendered to RIST / AMA Transport. All pallet-pricing shipments, upon which the lawfully applicable rates and charges are not paid in full within 45 days, will be subject to forfeiture of special pallet pricing. Class rates with applicable discount will apply.

ITEM 720

PAYMENT OF CHARGES – Maximum Credit Period

- 1) No shipment will be accepted when the line-haul transportation charge based on a through local or joint-line rate is partially prepaid or partially collect.
- 2) Allowances or discounts shall apply only when charges are paid within the maximum credit period of 30 calendar days.
- 3) When a check is issued for payment of a carrier's freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of **\$30.00** will apply.

ITEM 720-10

**PAYMENT OF CHARGES – Delinquent
(Principles and practices for the Investigation and disposition of
failure to make payment of freight charges)**

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

- 1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
- 2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

ACCORD AND SATISFACTION. No payment of a lesser amount than is then due and payable shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement or statement accompanying any check or other form of remittance by the party responsible for payment be deemed an accord and satisfaction without Carrier's express written consent, and Carrier or Carrier's agent may accept such checks or other forms of remittance without prejudice to Carrier's right to recover the balance of such invoice amounts or to pursue any other remedy provided by law or equity.

ITEM 750

PICK UP OR DELIVERY SERVICE

Except as otherwise provided, rates governed by this schedule include one pick up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for IMPRACTICABLE OPERATIONS) during business hours (See Item 754 for PICK UP OR DELIVERY SERVICE on Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

- 1) **PLACEMENT OF VEHICLE FOR LOADING:**
At the request of the consignor, the carrier 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 the carrier to the place of delivery specified on Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.
- 3) **LOADING BY CARRIER (Note B):**
 - (1) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for a carrier to place its vehicle for loading (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).
 - (2) Carrier will furnish only one man per vehicle for loading, be he the driver, helper, or any other carrier employee, except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.
- 4) **UNLOADING BY CARRIER (Note B):**
 - (1) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (Note A). (See Item 566 for INSIDE PICKUP OR DELIVERY).
 - (2) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee except as provided in Item 560 (EXTRA LABOR). The provisions of NMFC Item 568 (HEAVY OR BULKY FREIGHT-LOADING OR UNLOADING) will not apply.
- 5) **RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER (Note B):**
 - (1) Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspection, sorting or segregating freight, except as provided in Paragraphs (a), (b) and (c) below:
 - a) When a shipment is tendered to the carrier in lots according to size, brand, flavor or other characteristics and is so identified on the Bill of Lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such segregated lots on the platform dock, conveyor, pallet, dolly,

buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to applicable detention charges.

- b) When the conditions of Paragraph (a) are not met, a charge of \$1.00 per piece, package or other unit in the shipment, minimum **\$70.00** per shipment per vehicle used, will be assessed for segregation by marks, brands, sizes, flavors or other distinguishing characteristics, except as provided in Paragraph c) such charges will be assessed against the party responsible for freight charges when the service is required for delivery unless specifically authorized by another party to the shipment. No segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee, or when detention charges accrue and are paid by the same shipment at the same location.

(2) Loading or unloading service does not include furnishing by the carrier rigging or special loading or unloading equipment such as platform vehicle (other than two (2) 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 carrier's employee may use hand trucks or four (4) wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor of the consignee.

(3) When a shipment is tendered for delivery during carrier's normal business hours (that period from 8:00 A.M. to 5:00 P.M. on Monday through Friday except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, provisions and charges published in Item 830 (REDELIVERY) will apply in addition to all other lawfully applicable charges.

(4) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids.

6) **LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE (Note B):**

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of shipment on or from the carrier's vehicle.

7) **WAIVER OF DELIVERY RECEIPT:**

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites or other places where no representatives of the consignee is present or available to receipt for the shipment will be delivered and unloaded by the carrier and left unattended at the place designated. Liability for subsequent loss or damage will be the responsibility of the consignee.

8) **STOPOFFS:**

See Item 900 of this schedule for provisions permitting additional stops under conditions described therein at points (including different stops within the premises of consignor or consignee) for completion of loading for partial unloading of truckload shipments.

9) **HEAVY OR BULKY FREIGHT—LOADING OR UNLOADING (Notes B and C):**

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 110 LBS. OR LESS**, the carrier will perform the loading and/or unloading.

(b) **WEIGHS MORE THAN 110 LBS. BUT LESS THAN 500 LBS.:**

(1) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension.

See Paragraphs (b) 2 and (d). Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.(2) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (1) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (2) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

(c) WEIGHS 500 LBS. OR MORE, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.

(d) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEED 4 FEET IN EACH IT'S GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or the consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph (b) 2.

NOTE A:

- a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
- b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space maybe used.
- c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier 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 where picked up first by the same or different motor carriers.
- d) 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 pick up 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 B:

- a) Loading by definition this item includes stowing and counting of the freight in or on the carrier's vehicle.
- b) Unloading, by definition in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE C: The provisions of NMF 100 Series, Item 568 (HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING) will not apply.

ITEM 750-3

PICKUP OR DELIVERY SERVICE – CANADIAN BORDER CROSSING FEE

Any shipment coming from/going to Canada will be subject to a **\$16.50 Border Crossing Fee** per shipment.

ITEM 750-4

PICKUP OR DELIVERY SERVICE--MONDAYS THRU FRIDAYS – AFTER HOURS

When carrier pickups or delivers freight on Mondays thru Fridays, such service will be performed subject to the following provisions:

On Monday thru Friday, after 6:00 P.M. and before the following 7:00 A.M.

Time shall be computed upon notification by the driver to the responsible representative of the consignor or consignee, that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed Bill of Lading or receipt for delivery.

Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made. A quote must be received for the service cost.

ITEM 750-5

**PICKUP OR DELIVERY SERVICE - LONG ISLAND FEE
(PREVIOUSLY BRIDGE TOLL FEE)**

All shipments destined to/coming from NY zips 103-108,110-119, and 125 will have an additional \$18.00 per shipment applied. This charge is in addition to all other lawful charges and will be collected from the party responsible for the otherwise applicable freight charges.

ITEM 750-6

PICK UP DELIVERY SERVICE – METRO NEW YORK CITY

All shipments originating from or delivered to New York City zips 100-102, will be assessed a charge of **\$75.00**. This charge is in addition to all other lawful charges and will be collected from the party responsible for the otherwise applicable freight charges.

ITEM 750-7

PICK UP OR DELIVERY SERVICE – HUNT’S POINT MARKET COOPERATIVE

When the carrier is requested to pick up or deliver freight to Hunt’s Point Market Cooperative located at Food Center Drive, Bronx, NY a surcharge of **\$25.00** will apply to cover the cost of the entrance fee to enter this facility; in addition to all other lawful charges.

ITEM 750-8

PICKUP OR DELIVERY SERVICE TO PRIVATE RESIDENCES

1. When a consignor or consignee request carrier to pick up or delivery freight at private residences, apartments, churches, schools or camps (other than military), a charge of **\$7.00 per 100** pounds will be assessed, subject to a minimum charge of **\$68.00** per shipment and a maximum charge of **\$250.00**
2. Service under this item will be provided to floors, above or below the level accessible to carrier's vehicle only when elevator or escalator service is available, and labor when necessary to operate same is provided without cost to the carriers.
3. 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.
4. The charges provided in this item will be in addition to all other lawful charges and unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charges for shipments moving on Government Bill of Lading will be collected from the U.S. Government.

5. The term "Private Residences" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the safe of merchandise or services to the walk-in public during normal business hours.

ITEM 750-10

PICK UP OR DELIVERY SERVICE - SATURDAY, SUNDAY OR HOLIDAY

When consignor or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays or Holidays, such service will be performed subject to the following provisions:

1. Additional charges will be assessed in addition to all other lawfully applicable rates and charges. A quote must be received from RIST / AMA prior to scheduling/receiving freight.
2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee.
3. The carrier is not obligated to furnish pick up or delivery service on Saturdays, Sundays or Holidays. If a delivery date is specified on the Bill of Lading and Shipping Order and it is a Saturday, Sunday or Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.
4. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pick up or delivery will be made.

ITEM 750-14

PICK UP OR DELIVERY SERVICE –CAPE COD, MA

When the carrier is requested to pick up or deliver freight to Massachusetts's zip codes 02651, 02652, 02642, 02657, 02663, 02666, 02667 (Cape Cod) a surcharge of **\$50.00** will apply in addition to all other lawful charges.

ITEM 750-15

PICK UP OR DELIVERY SERVICE – ISLANDS OF MARTHA'S VINEYARD AND NANTUCKET, MA

When the carrier is requested to pick up or deliver freight at Martha's Vineyard, MA or Nantucket, MA the following rates per hundred will be assessed in addition to all other lawful charges. Rates apply in cents per hundredweight. Actual class of the freight will be used for freight charge calculation. FAK's do not apply.

Martha's Vineyard, MA – Zip codes 02535,02539, 02552, 02557, 02568, 02573, 02575
 Minimum Charge per shipment: **\$90.10**

Weight	150	125	110	100	92.5	85	77.5	70	65	60	55	50
L5C	68.17	56.81	49.99	45.44	34.94	33.28	28.10	26.74	24.50	23.32	20.32	19.36
M5C	50.27	41.89	36.87	33.51	25.77	24.57	23.42	22.34	19.29	18.40	17.10	16.77
M1M	49.31	41.09	36.16	32.87	25.28	24.11	22.99	21.88	18.93	18.03	16.77	15.98
M2M	46.59	38.82	34.16	31.06	23.89	22.74	18.46	17.59	16.34	15.56	12.80	12.19
M5M	36.59	30.49	26.84	24.40	18.79	17.86	11.47	10.81	10.12	9.56	9.24	8.79

M10M					13.65	12.98	9.78	9.22	7.09	6.66	6.54	6.16
M20M								7.53	5.90	5.77	5.70	5.30
M30M											5.08	4.67
M40M											4.83	4.41

Nantucket, MA – Zip codes 02554, 02564, 02584
 Minimum charge per shipment: **\$100.70**

Weight	150	125	110	100	92.5	85	77.5	70	65	60	55	50
L5C	75.41	62.84	55.31	50.27	38.69	36.84	31.78	30.28	28.36	27.02	23.80	22.66
M5C	55.68	46.40	40.83	37.12	28.54	27.17	24.62	23.45	22.10	21.03	20.78	19.77
M1M	54.41	45.34	39.90	36.27	27.88	26.56	23.45	22.31	20.61	20.31	19.77	18.83
M2M	53.34	44.46	39.12	35.56	27.37	26.06	22.59	21.50	19.65	18.68	15.98	15.22
M5M	44.49	37.08	32.63	29.66	22.83	21.74	15.26	14.53	13.48	12.82	12.27	11.70
M10M					18.40	17.53	12.91	12.32	9.45	9.00	8.64	8.24
M20M								11.28	8.59	8.19	7.52	7.11
M30M								10.59	8.17	7.88	6.93	6.53
M40M								10.21	7.96	7.57	6.10	5.87

Note: Rates for classes higher than class 150 will be rated at class 150.

ITEM 750-18

PICK UP OR DELIVERY SERVICE – LONG ISLAND POINTS

When the carrier is requested to pick up or deliver freight at Shelter Island, NY 11964, Orient, NY 11957 or Montauk, NY 11954 the following charges will be assessed in addition to all other lawful charges.

Shelter Island, NY 11964	\$150.00 per shipment
Orient, NY 11957	\$100.00 per shipment
Montauk, NY 11954	\$100.00 per shipment

ITEM 750-20

PICK UP OR DELIVERY SERVICE – ARBITRARY POINTS – VA, FL, NC

Shipments picked up from or destined to **Virginia** zip codes listed below, will be subject to a charge of **\$50.00** per shipment in addition to all other applicable charges.

20108-20113	20165	22027	22079	22180-22182
20120	20167	22030-22033	22081	22191-22193
20121	20170-20172	22035	22101-22103	22201-22210
20124	20190-20194	22038-22046	22124-22125	22213-22219
20151	22003	22060	22151-22153	22301-22332
20164	22015	22066	22156	

Shipments picked up from or destined to **Florida** Key zip codes listed below, will be subject to a charge of **\$50.00** per shipment in addition to all other applicable charges.

33001	33040-33043	33050-33052	33109
33036-33037	33045	33070	33149

Shipments picked up from or destined to **North Carolina** Outer Banks zip codes listed below, will be subject to a charge of **\$75.00** per shipment in addition to all other applicable charges. Except for zip code 27960 where the charge will be **\$200.00**

27915	27936	27968	27982
27920	27943	27972	27960*

ITEM 750-25

PICKUP OR DELIVERY SERVICE – GREATER WASHINGTON, D.C ARBITRARY CHARGE

Shipments picked up from or destined to **Washington, D.C** zip codes 200, 202-205, will be subject to a charge of **\$50.00** per shipment in addition to all other applicable charges.

ITEM 750-30

PICKUP OR DELIVERY SERVICE – GREATER BOSTON ARBITRARY CHARGE

Charges apply as a surcharge, in addition to freight charges. Boston, MA – Standard ZIP Codes

02108, 02109, 02110, 02111, 02113, 02114, 02115, 02116, 02118, 02119, 02120, 02121, 02122, 02124, 02125, 02126, 02127, 02128, 02129, 02130, 02131, 02132, 02133, 02134, 02135, 02136, 02163, 02199, 02203, 02210, 02215, 02222, 02112, 02117, 02123, 02137, 02196, 02205, 02283, 02284, 02298

Boston, MA – Unique – Single Entity ZIP Codes (NO DEMOGRAPHIC DATA) 02201, 02204, 02206, 02211, 02212, 02217, 02241, 02266, 02293, 02297

Charges apply to the following destination/origin Zip Codes outside of Boston Proper.

01890,01905,01906,02026,02101,02119,02122,02127,02128,02131,02132,02134,02135,02138,02141, 02143,02146,02149,02150,02155,02158,02167,02169,02172,02174,02178,02181.

This is based on extreme traffic congestion, parking restriction. A charge of **\$15.00** will be assessed above and beyond the applicable freight charge.

ITEM 770

PREPAYMENT OR GUARANTEE OF CHARGES

Unless otherwise provided herein or in schedules subject hereto, shipments will be accepted subject to the following provisions:

- SEC. 1.** A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.
- SEC. 2.** A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid for by the consignee.
- SEC. 3.** 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 within the time allowed under the credit regulations of the Department of Transportation or state regulatory commission. Such a shipment will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If the carrier inadvertently accepts a shipment where SECTION 7 is executed the consignor will be responsible for freight charges if the third party fails to remit payment within the allowed credit regulations.

SEC. 4. If, in the judgement of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

SEC. 5. If a shipment is required by SECTION 4 hereof or by any provision of the NMFC to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under the credit regulations of the Interstate Commerce Commission or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the consignor executes SECTION 7 of the Bill of Lading.

SEC. 6. No shipment for which a through rate is published will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges, based on the applicable through rate, will be assessed against the consignor.

SEC. 7. All freight charges on shipments destined to steamship piers must be prepaid, except, shipments destined to steamship piers may be handled "Freight Charges Collect" when the Bills of Lading and Shipping Orders show in the body thereof, the name and address of the broker, agent or party from whom the charges are to be collected, provided such broker, agent or party is located in the United States.

ITEM 771

PREPAYMENT (Exception to Item 770)

APPLICABLE ONLY on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico, or from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ.

- a) All freight charges on shipments destined to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico must be prepaid, except as provided in Paragraph (b).
- b) Shipments to Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, for subsequent forwarding to Puerto Rico may be handled "Freight Charges Collect" when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected; providing such broker, agent or party is located in the United States.
- c) All freight charges on shipments from Puerto Rico received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby, must move collect, except as provided in Paragraph (d).
- d) Shipments received at Baltimore, MD, Philadelphia, PA, or Port Newark, NJ, destined to points in schedules governed hereby may be handled "Prepaid" when the Bills of Lading and Shipping Orders show in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected, providing such broker, agent or party is located in the United States.

ITEM 772

PREPAYMENT (Exception to Item 770)

Shipments destined to Steamship Piers and Export Shipments via International Air Carriers.

- a) All freight charges on shipments destined to steamship piers and export shipments via international air carriers at airports must be prepaid, except as provided in Paragraph (b).

- b) Shipments destined to steamship piers may be handled “freight charges collect” on the Bill of Lading and Shipping Order showing in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected provided such broker, agent or party is located in the continental United States.

ITEM 784**PROOF OF DELIVERY**

- a. When the carrier is requested by the consignee, consignor or any interested party to furnish proof of delivery on a shipment which was delivered nine (9) months or longer prior to such request, the charge for such service will be **\$37.66** for each proof of delivery furnished. (See NOTE A)
- b. When the carrier is requested by the consignee, consignor or any interested party to furnish a photocopy proof of delivery on a shipment which was delivered within nine (9) months from the time of the request of the proof of delivery, the charge for such service will be \$3.87 for each proof of delivery furnished. (See NOTE A)

NOTE A--Remittance for charges for each document must accompany the request for proof of delivery.

ITEM 800**PROTECTIVE SERVICES**

When protective services against cold (referred to herein as “heater service”) is requested by shipper, consignee or owner, such services will be provided at a charge of **\$3.50** per one hundred pounds, subject to a minimum charge of **\$45.00** per shipment, contingent upon availability of suitable equipment and facilities, subject to the following provisions:

1. When heater service is required for the proper protection of a shipment, shipper, consignee, or owner shall notify the carrier in advance of shipment by telephone, e-mail, or fax.
2. Bills of lading and shipping orders must be endorsed “heater service required” and/or “protected from freezing.” It must be placed in an apparent and conspicuous position on the bill of lading.
3. The provisions of Item 830 of this tariff are (redelivery, reconsignment or diversion) and Item 900 (stop-off) will not be applicable on shipments, which are subject to this rule.
4. Carriers reserve the right to refuse to accept shipments requiring heater service when outside temperature at point of origin at time of tender of shipment is below zero degrees Fahrenheit.
5. We refrain from picking up these shipments on Fridays as we do not line haul these shipments over the weekend. And we do not have the capacity to protect the freight in a climate-controlled warehouse.

ITEM 815**QUOTATIONS OF ESTIMATED CHARGES**

1. When carrier has furnished, either orally or in writing, an estimate of published charges, such estimate will be given on basis of effective published provisions as applies to those facts concerning shipments which are made known to carrier.
 2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either on carrier or shipper.
 3. All transportation charges on a shipment will be assessed on basis of published provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.
-

ITEM 820**RECONSIGNMENT OR DIVERSION**

A request for the reconsignment or diversion of a shipment will be subject to the following:

SEC. 1 DEFINITION OF RECONSIGNMENT OR DIVERSION:

For the purpose of this item the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

A change in the name of the consignor or consignee or a change in the place of delivery within original destination point or a change in the destination point or relinquishment of shipment at point of origin (Note C) or instructions received by the originating carrier prior to receipt of shipment (Note D).

SEC. 2 CONDITIONS:

- a) Requests for reconsignment must be made in writing or confirmed in writing. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to re-ship, return or consign a shipment.
- b) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- d) Only entire shipments, not portions of shipments, may be reconsigned.
- e) An order for reconsignment of a shipment moving under Uniform Order Bills of Lading will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation endorsed or exchanged.
- f) Instructions for reconsignment of COD shipments will be accepted only from the consignor.
- g) Marking or Tagging (Note E).

SEC. 3 CHARGES:

Reconsignment charge will be based on applicable customer's rates from freight's current location (or original destination if delivery to original consignee was attempted) to the reconsigned location.

Return charge will be based on applicable customer's rates from freight's current location at time of request (or original destination if delivery to original consignee was attempted) to the original shipper's location.

ITEM 830**REDELIVERY**

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- (1) If one or more additional tenders or final delivery of the shipment are made at consignee's place, the charge per delivery attempt shall be 75% of the total original charges. Subject to the published applicable minimums.
- (2) All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is redelivered

NOT APPLICABLE on shipments to private residences, apartments, churches, schools and camps, except where the carrier has made a mutually agreeable arrangement for delivery with such consignees and the carrier through the fault of the consignee is unable to tender delivery as scheduled.

ITEM 840**CARRIER LIABILITY - LIMITS OF LIABILITY**

A. Excessive value shall be any value per pound more than the maximum class as outlined in this item. Carrier liability will not exceed the maximum class value, unless a higher-class value is declared, and a greater charge paid to the carrier at the rate of \$5.00 per \$100.00 value more than the maximum value. The maximum highest declared value shall not exceed \$5,000. Shipments containing items of extraordinary intrinsic value, such as furs, precious gems and works of art, are limited to a maximum declared value of \$100.00. When

multiple packages are placed on a single bill of lading, but the shipper has not specified the declared value of each individual package, the declared value for each individual package will be determined by dividing the total declared value on the bill of lading by the number of packages indicated on the bill of lading.

B. No discount will be allowed on freight charges for any shipment with a value more than \$5.00 per pound or a value more than the carrier's maximum value per pound.

C. Carrier liability may be at invoiced value, reasonable value, declared value or maximum class value per pound but will not exceed maximum class value per pound. Claims will be based on per item or article basis; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.

D. This item will apply on any form of rate received by the shipper. However, if the rate received is a mileage rate, flat rate, spot price or contract rate, the carriers' liability will be based on the maximum value of a class 55 shipments, subject to paragraph C.

E. If the shipment moves with a FAK class rate, the carriers' liability will be the same as that of the class reduction. For example, a class 125 reduced to a class 70, the carrier's liability would be the maximum value of a class 70 subject to paragraph C.

F. If a shipment value is not declared at the time of pick up, the carriers' liability will not exceed the limits set at class 70.

G. These limits of liability do not supersede those specified on customers profile or proposal and apply only where omitted from such profile or proposal.

H. For product that is shipped in fiberboard, plastic, or any drum other than steel, carriers' liability will be limited to a maximum of \$500.00 per unit for damage or loss claims.

I. For product shipped in open crates where side panels or tops are omitted and product is exposed, carriers' liability will be limited to a maximum of \$500.00 per unit for damage or loss claim.

J. In the event of loss or damage to any shipment, carriers' maximum liability for loss or damage shall not exceed \$5,000 per shipment or \$10,000 per incident and in no instance shall liability be greater than the actual value of loss or damage articles less salvage.

K. The carrier will assume no liability for loss of broken glass or damage caused by broken glass when said glass is internally packaged, or free standing within a unit. Carrier is exempt from any loss and/or damage claim involving glass or glass objects.

CLASS	MAXIMUM VALUE PER POUND
50	\$.99
55	\$1.49
60	\$1.99
65	\$2.49
70	\$2.99
77.5	\$3.49
85	\$3.99
92.5	\$4.49
100	\$5.00
>100	Multiple of 100 value (i.e., class 250: 2.5 x 5.00=\$12.50lbs)

ITEM 848-2**CARRIER LIABILITY**

1. On shipments of articles described in NMFC items 60500 thru 63602 (electrical equipment), the shipper must show the actual value of such articles on the Bill of Lading at time of shipment. When the shipper does not comply with such requirement, the carrier's maximum liability shall be \$5.00 per pound. The provisions of this item do not apply on any articles for which specific released value provisions are provided.

2. On shipments of original works of art, carrier's liability shall be limited to \$0.10(ten cents) per pound in the event of loss or damage.

3. Liability for USED cargo shall be limited to value not exceeding \$0.10(ten cents) per pound. The following is a definition that is intended to distinguish between new and used items. Cargo is considered NEW if it has come from the manufacturing or growing facility, and it remains in the original box, carton, or shipping container, and have never been removed from the manufacturer's original packaging. All cargo, even if it has not actually been used for the intended purposes, is to be considered USED if it being transported from its manufacturing facility and it is not in its original packaging.

If cargo has been reconditioned, refurbished, rebuilt, remanufactured, and even if it is being shipped in its original packaging, or packaging like its original packaging, it is to be deemed USED for the purpose of the applicable rated and liability limits.

This is all commodities other than NEW, but not limited to internet auctions, interplant moves, articles of household goods, personal effects or antiques whether listed as such on the Bill of Lading or not, will only be accepted for transportation as USED cargo.

4. Shipments tendered on a plastic shrink-wrapped skid, shall be signed for as "(number of skids)" shrink-wrapped skid(s). When a plastic shrink wrapped skid is delivered intact, the plastic shrink wrap unbroken, carrier shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed.

5. Shipments subject to commodity rates, pallet rates, spot quotes or pricing that is other than class less discount, Carrier liability shall not exceed \$1.00 per pound unless such commodity is released to value lower than \$1.00 per pound in the NMFC 100 series.

6. Articles dependent upon released or actual value as provided by the NMFC, are subject to Item 840 provisions, Limits of Liability.

Unless otherwise indicated in a specific item or section herein, shipments will not be accepted when the actual and/or released value exceeds \$10.00 per pound. However, if a shipment is inadvertently accepted, the Carriers liability shall be the lowest value provided in NMF 100 series for NEW commodities, but no to exceed \$10.00 per pound. Shipper must declare the actual and/or release value of any commodities in order to determine the correct classification. If the shipper fails or declines to declare a specific value amount, the shipment will be considered as being released to the lowest valuation as outlined herein.

Further, liability for articles with an invoice value exceeding the limitations shown in Item 810, relative to the corresponding class, will be considered to be of extraordinary value. Articles of extraordinary value inadvertently accepted for transportation will be considered to be released at the value per pound shown in Item 810, subject to a maximum of \$100,000.00 per occurrence.

7. Except as otherwise provided above, RIST/AMA Transport shall not be liable for special, incidental, or consequential damages and denies all warranties, expressed, or implied with respect to carriage of any shipment. RIST/ AMA's liability for the part of the consignment lost or damaged shall be limited to \$10.00 per pound.

8. Fiberboard drums containing liquid product: carrier will not be responsible when damage or leaks occur due to defective materials or internal packaging defects inside of the drum. All consequential damage and cleanup will be the responsibility of the shipper or party responsible for the freight charges.

9. Concealed Damages: Any shipment that is noted as NOT being damaged at the time of delivery and damaged is discovered after the shipments (boxes/packages) are opened. Concealed damaged must be reported within 5 (five) days or you will not be able to file a freight claim with the carrier. Due to not knowing when the damage occurred the liability will be equally the responsibility of the shipper, consignee, and carrier. Therefore, the carrier will only be responsible for one-third of the claim.

ITEM 848 – 7

LIABILITY NOT ASSUMED

The carrier is not liable for loss, delay, miss-delivery, or non-delivery not caused by its own negligence or any loss, damage, delay, miss-delivery, or non-delivery caused by:

1. The act, default or omission of the shipper, consignee, or consignor.
2. The nature of the shipment or defect or inherent vice thereof.
3. Improper or insufficient packaging, securing, or addressing of the package.
4. Acts of God; perils of the air; public enemies; public authorities acting with actual or apparent authority; authority of law; riots, strikes or other local disputes; civil commotion; weather conditions or mechanical delays of the trucks or aircrafts. LIABILITY NOT ASSUMED

ITEM 848-8

ARTICLES SUBJECT TO ACTUAL OR RELEASED VALUE

Articles dependent upon released or actual value as provided for in the NMFC, or other tariffs, are subject to the following provisions:

- a. If shipper declines or fails to declare the value or agree to a released value in writing on the bill of lading and shipping order the shipment will not be accepted. But if shipment is inadvertently accepted, charges will be assessed on basis of the lowest value provided in the NMFC or otherwise applicable tariff item. Corrected bills of lading which attempt, either in part or in whole, to include or amend the actual or released value of the shipment will not be accepted.
- b. Carrier's liability on shipments rated as provided herein will be limited to the value relative to the rate or rating determined in this item.

ITEM 848-10

CARRIER LIABILITY AND PROHIBITED/RESTRICTED ARTICLES

SEC. 1. Property of Extraordinary Value or Restricted Articles:

- a) The following property will not be accepted for shipment nor as premiums accompanying other articles. If the commodities, as described in the list below are inadvertently accepted they shall be subject to a maximum value of \$1.00 per pound in the event of loss, damage or delay to any shipment.

The provisions of Paragraph (b)(1), (2) will not apply in connection with below listed articles:

Bank bills	Notes
Currency, other than coin (Note 1)	Original works of art (Note 5)
Deeds, Postage stamps	Drafts Precious stones
Jewelry, other than costume or novelty jewelry	Revenue stamps (Note 3)
Letters, with or without stamps affixed (Note 2)	Valuable papers of any kind
Museum exhibits or articles of antiquity (Note 4)	
Carbon Black or Activated Carbon	

b) Except as provided in Paragraph (a), articles of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other articles, providing the shipper requests excess liability coverage as provided below (subject to Note 6 & 7):

- Articles tendered with a destination value in excess of \$10.00 per pound per package will move subject to a maximum liability of \$10.00 per pound, per package unless the shipper requests on the face of the bill of lading excess liability coverage. Carrier liability will not exceed \$10.00 on minimum charge shipments. The maximum liability of any one shipment will not exceed \$100,000. Articles inadvertently accepted with a destination value exceeding \$10.00 per pound per package, but without excess coverage will be considered to have been released by the shipper at \$10.00 per pound per package.

In the event of loss of and/or damage to any shipment, carrier's liability will not exceed \$10.00 per pound per injured article, subject to a maximum liability of \$100,000 per shipment, unless the shipper has requested excess liability coverage.

- If shipper wishes to increase RIST / AMA Transport liability from the maximum stated in (b)(1) of this item, the shipper must specifically request excess liability coverage on the face of the bill of lading as follows, merely declaring a destination value will not qualify for additional liability coverage:

"\$_____ excess liability is required."

RIST / AMA Transport will assess a charge of **three (3) percent of the total** excess liability coverage requested. Excess liability of will be limited to a maximum of \$100,000 per shipment. Such charges are in addition to the lawful freight charges otherwise accruing to the shipment. Charges for excess liability are to be paid by the party responsible for payment of the freight charges.

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

"\$10,000 excess liability coverage is required"

All loss and damage claims are subject to the provisions outlined in the Carmack Amendment, 49 U.S.C., Section 14706 and the Uniform Bill of Lading. RIST / AMA Transport does not hold itself out as an insurer regardless of whether excess liability coverage was purchased or not.

Note 1 -Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100, 310.

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

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

Note 4 -Except antique furniture subject to NMF Items 100240 and 100260 or numismatic exhibits subject

to NMF 100, Item 63830.

Note 5 -Except pictures or paintings subject to NMF 100, Items 100240, 100260 and 149420.

Note 6 -The term "package" as used in this item, means any primary shipping package authorized by the provisions of individual schedules or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carrier's liability will be determined by separately multiplying the weight of each individual injured article lost or damaged "times" \$10.00 and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 7- Articles tendered with a destination value stated on the bill of lading at time of shipment exceeding the actual or released value of the article(s) tendered as provided in the NMF 100 Classification or reissues thereof and RIST / AMA 100 schedule will not qualify for excess liability coverage.

SEC. 2: Freight Liable to Damage other Freight or Equipment:

Carriers are not obligated to receive freight liable to otherwise damage other freight or carrier'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.

SEC. 3: Exception Commodities

For released value commodities as listed in the NMF 100 series, the consignor is required to declare a value of the goods on the bill of lading within the limits stated in the NMF 100 series. Unless provided otherwise, if the released value is not declared on the bill of lading the lowest released value that is stated will apply. If pricing is based on an FAK or single lines of rates the lowest released value will automatically apply regardless of any notation on the bill of lading subject to notes A, B & C below.

Note A: NMF 100 commodities listed as "exempt" are not eligible for excess liability coverage and move subject to released values not exceeding \$.50 per pound. See item 1010 RIST / AMA 100 series.

Note B: NMF 100 commodities listed, as "not taken" shall not be accepted. If an item listed as "not taken" is inadvertently accepted the shipment is not eligible for excess liability coverage and shall move subject to released values not exceeding \$.50 per pound. See item 1010 RIST / AMA 100 series.

Note C: Exception to NMFC Supplement 4, effective 12/1/12 for **Item 116030, Machines, Systems or Devices.**

This item will be subject to the following provisions:

Item 116030: Machines, Systems or Devices, data processing, or units that form components of data processing machines, systems or devices, including Facsimile (FAX) Machines, in boxes or Package 2254, or Parts thereof, NOI, in boxes or Package 2253; or Electronic Telephone Switching Systems or components for such systems, in boxes or crates, see Note, item 63242, or in Packages 2050,2286 or 2291; see Note, item 116032:

Sub 1 Released to a value not exceeding \$5.00 per pound 92.5
 Sub 2 Released to a value exceeding \$5.00 per pound but not exceeding \$10.00 per pound..... 150

116032 NOTE—The released or declared value of the property must be entered on the shipping order and bill of lading at time of shipment in the following form:

"The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per pound."

If the shipper fails or declines to execute the above statement or designates a value exceeding \$10.00 per pound, shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released to a value of \$5.00 per pound and the shipment will move subject to such limitation of liability.

(The released values upon which the classes herein are dependent have been authorized by the

Interstate Commerce Commission by Released Rates Order No. MC-894 of May 10, 1977, as amended August 10, 1979 and January 7, 1983.)

SEC. 4: Precedence of Liability Documentation

SEC. 5: Articles tendered that exceed 12 feet will be subject to a maximum liability of \$5.00 per pound with minimum and maximum liability per shipment set in sect 1(b).

SEC. 6: Shipments subject to Commodity rates, flat charges, pallet rates, spot quotes or pricing that is other than class less discount, carrier liability shall not exceed \$1.00 per pound unless such commodity is released to value lower than \$1.00 per pound in the NMFC 100 series or RIST / AMA 100 series.

ITEM 848 – 15

RELEASED VALUE—USED EQUIPMENT AND MACHINERY

OR UNCRATED NEW EQUIPMENT AND MACHINERY

Shipments of Used Equipment and/or Machinery or Uncrated New Equipment or Machinery, as described in NOTE A below, will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound per distribution package.

If the shipper fails or declines to release the value of the property to a value not exceeding 10 cents per pound per distribution package, or designates a value exceeding 10 cents per pound per distribution package shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released to a value of 10 cents per pound per distribution package and the shipment will move subject to such limitations of liability.

Failure of the Consignor to declare that commodity is “used” shall not alter the application of this item.

Definition of “used” shall include: Rebuilt, Refurbished, Reconditioned, Demonstrators, or Display units.

NOTE A—Used equipment or machinery and/or Uncrated New Equipment or Machinery is as listed in NMFC 100 series, including, but not limited to, the following:

AGRICULTURAL IMPLEMENTS; AUTOMOBILE LIFTS; AUTOMOBILE PARTS; ELECTRICAL EQUIPMENT; MACHINERY.

ITEM 848 – 16

CARRIER LIABILITY – PALLET RATE, SPOT QUOTE, VOLUME QUOTE

Liability for loss or damage to any shipment or part thereof in connection with a pallet rate, spot quote, or volume quote shall have a liability limited to the following:

Actual invoice costs of the shipment, or applicable limited liability provisions of the NMFC, with a maximum carrier liability of \$ **1.00** per pound, \$ **1200.00** per pallet and \$ **5000.00** per shipment.

ITEM 848 – 17

CARRIER LIABILITY – SHRINK WRAPPED SKID

Shipments tendered on a plastic shrink wrapped skid, shall be signed for as “STC” said to contain.

When a plastics shrink wrapped skid is delivered intact, with the plastic shrink wrap unbroken, carrier shall assume no liability for loss or damage discovered therein, either at delivery or after delivery has been performed.

ITEM 880**SEALING OF TRUCKS**

Except as to shipments accorded Exclusive Use of Vehicles, as provided in Item 470:

1. All seals or locks applied to a vehicle may be remove at the option of the carrier; and
2. When a shipper chooses to seal a carrier's vehicle(s) with the shipper or carrier provided seal (s), the carrier shall apply the applicable truckload rate(s) to the shipment(s).

ITEM 881**SORT AND SEGREGATE CHARGES**

When a delivery requires the sorting and segregation of product it will be subject to an additional charge of \$1.00 per carton and a minimum additional charge of \$70.00

ITEM 885**SPECIAL EQUIPMENT – STRAIGHT TRUCK / SWING DOOR TRAILER**

When pick up or delivery is not feasible with standard 48 foot trailers special arrangements must be made to pick up or deliver freight with a straight truck. The charge for this will be **\$75.00** per shipment in addition to all other applicable charges.

When a swing door trailer is required for pick up or delivery an additional **\$150.00** per shipment will apply.

ITEM 890**SPECIAL SERVICES**

In the absence of specific provisions herein to the contrary, shipments transported under this schedule will be entitled to such allowances and privileges and subject to such charges, rules and regulations of originating carriers parties to this schedule, for property while in their possession and of any intermediate or delivery carriers, parties to this schedule, for property while in their possession, as are provided in schedules lawfully in effect and on file with the DOT terminal or transit privileges or service, including:

Cartage	Collection and Delivery	Detention
Loading	Storage	Transfer
Unloading	Weighing	

ITEM 900**STOPOFFS****SEC. 1 GENERAL APPLICATION:**

Truckload shipments of freight may be stopped at point of origin or destination or at points directly intermediate between origin and destination, for completion of loading or for partial unloading under the conditions of SEC. 3 to SEC. 7 of this item. Arrangements for multiple pickup or multiple delivery must be made with the carrier before the shipment or any portion thereof is tendered for transportation.

SEC. 2 PAYMENT OF FREIGHT CHARGES:

All freight charges must be paid in full at one time by either the shipper or the consignee named in the Bill of Lading.

SEC. 3 SPLIT PICK UPS OR SPLIT DELIVERIES WITHIN CONTIGUOUS PLANT OR WAREHOUSES:

A single shipment may be stopped for partial loading or for partial unloading within contiguous plant or warehouse property subject to the following provisions:

When shipment to be picked up is not available for complete loading at the initial pick up stop or the shipment requires delivery at more than one site at final delivery stop, the vehicle will, at the consignor's or consignee's request be moved to not more than two additional loading or unloading sites within the contiguous plant property or premises, provided that any pick up or delivery site is not separated from the preceding pick up or delivery site by more than one public thoroughfare. Bill of Lading or Freight Bill must bear notation to the effect that split pick up and/or delivery service is requested. Charges are to be paid by the party requesting this service.

Charges per stop **\$74.76**

SEC. 4 NUMBER OF STOPS ALLOWED:

Except as otherwise provided, only two stops, whether for completion of loading or partial unloading purposes, shall be permitted.

SEC. 5 STOPOFF CHARGES : CHARGE PER STOP

The charge for each stop, in addition to the rate provided for in Sec. 6 of this item, shall be:
\$150.00

SEC. 6 LINE HAUL CHARGES:

- a) Except as provided in Paragraph (b) of this section, the rate from the original place of shipment to the place of final delivery, will apply on the total weight of the shipment.
- b) If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply on the total weight of the shipment before any portion is unloaded.

SEC. 7 EXCEPTIONS or NO APPLICATION:

Unless otherwise specifically provided the provisions of this item are not applicable on shipments of:

- (1) Freight moving on COD basis.
- (2) Freight moving without recourse on the consignor or under instructions against its delivery without collection of freight and other lawful charges as provided in the carrier's Bill of Lading.
- (3) Steamship containers tendered to the carrier in wheeled trailers not owned by motor carrier.
- (4) When consignor or consignee requires or requests an appointment or notification prior to delivery.
- (5) Freight moving on a joint line basis.
- (6) Where the through mileage via stop-off points exceeds the mileage from the initial origin to the final destination by 15%.

ITEM 910

STORAGE

Freight held in carrier's possession (Note A) by reason of an act or an omission of the consignor, consignee or owner or for custom clearance or inspection and through no fault of the carrier will be considered stored immediately and carriers liability will revert to that of a warehouseman and will be subject to the following provisions:

1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M.; the day after the freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00 A.M. of the first day of business (Note A) after notice of arrival has been given as provided for in Item 345-01, except no charges under this item will be made when actual tender of delivery is made within 24 hours after notice of arrival

has been given.

Charges:

\$10.00 per pallet per 24 hours subject to a minimum charge of **\$35.00** per shipment per each 24 hours, but not less than **\$35.00** per shipment.

- 3) Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.
- 4) Storage charges under this item will not apply on the day carrier places the freight in a public warehouse, when carrier does place the freight in a public warehouse, a charge will be assessed based on the published rates from carrier's terminal to the warehouse.

NOTE A: The term first day of business as used in this item means Mondays thru Fridays, excluding Holidays.

ITEM 959

TRANSFER OF LADING

When consignor or consignee requests that shipments be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges shown below will apply. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service (Note A and B).

The charge for the weight of the lading transferred in cents per 100 pounds shall be **\$2.01** per hundred weight (Note A)

NOTE A: Subject to a minimum charge of **\$291.56** for each transfer on truckload shipments. Each vehicle required for original pick up and/or final delivery will be considered a separate transfer.

NOTE B: Charges are applicable only on shipments consisting of 11 or more pallets or 20 or more feet of trailer space.

ITEM 965

TRUCKLOAD MINIMUM WEIGHT

(a) Except where otherwise specifically provided in commodity items, the terms "truckload", "truckload shipments" and "truckload basis" shall mean any shipment moving at rates subject to truckload minimum weights, and the truckload minimum weight on articles subject to class rates, discounts expressed as a percentage of class rate charges and Column Commodity Rates expressed as a percentage of Class rates, shall be:

- a. 20,000 pounds on articles rated class 125 or lower.
- b. 10,000 pounds on articles rated class 150 or higher.

(b) Except where otherwise specifically provided in commodity items, truckload commodity rates published in schedules governed by this schedule will be subject to a minimum weight of 20,000 pounds.

ITEM 980

UNNAMED POINTS

In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the rate to apply shall be that which applies from or to the city, town or village closest to such point.

ITEM 985

VEHICLES FURNISHED BUT NOT USED

When carrier has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, the vehicle is not used, the charge will be **\$100.00** (Note A and B) per vehicle per attempt and shall be assessed against the consignor making such request. Except as noted below.

If dispatch occurs on Saturday, Sunday or Holiday provisions of item 754 will apply.

NOTE A: Accrual of these charges will terminate when carrier is notified that the vehicle will not be used.

NOTE B: There will be an additional charge of **\$40.00** per 15 minutes or fraction thereof for delay of each driver after 30 minutes of free-time.

ITEM 995

WEIGHTS – Gross Weights and Dunnage

SEC. 1. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

SEC. 2. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, shall be excluded from the gross weight.

SEC. 3. Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, when required to protect or make truckload shipments secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

- a) When the carrier furnishes materials, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
 - b) The labor charge for installation of shipper or carrier furnished material will be at the rate of **\$21.98** per hour or fraction thereof, for each man.
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ITEM 1000

**FUEL SURCHARGE
APPLICATION OF SURCHARGE**

All rates and charges published in this tariff or in Private Tariffs issued by RIST / AMA Transport, or Contracts or Pricing Agreements making reference to this tariff as a governing tariff are hereby or will on their effective dates be increased as provided below for the period this supplement is in effect, unless otherwise specifically stated in the tariff or contract. This item will apply to any and all net rates and charges, which pertain to the consumption of fuel, gasoline, propane, natural gas, etc.

The Diesel Fuel Price Index will be based on the U.S. Department of Energy New England Average (PADD 1A). Changes in the fuel surcharge will take effect on each Tuesday.

The applicable fuel surcharge applied to all rate quotes per RIST / AMA 100 RULES TARIFF shall be the fuel surcharge in effect at the time an order is confirmed for shipment, not when quoted. This may result in an increased (or decreased) fuel surcharge being applied to the final rate charged.

DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE		DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE		DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE
\$1.10 - \$1.159	0.50%		\$3.11 - \$3.159	20.50%		\$5.11 - \$5.159	40.50%
\$1.16 - \$1.209	1.00%		\$3.16 - \$3.209	21.00%		\$5.16 - \$5.209	41.00%
\$1.21 - \$1.299	1.50%		\$3.21 - \$3.259	21.50%		\$5.21 - \$5.259	41.50%
\$1.26 - \$1.309	2.00%		\$3.26 - \$3.309	22.00%		\$5.26 - \$5.309	42.00%
\$1.31 - \$1.359	2.50%		\$3.31 - \$3.359	22.50%		\$5.31 - \$5.359	42.50%
\$1.36 - \$1.409	3.00%		\$3.36 - \$3.409	23.00%		\$5.36 - \$5.409	43.00%
\$1.41 - \$1.459	3.50%		\$3.41 - \$3.459	23.50%		\$5.41 - \$5.459	43.50%
\$1.46 - \$1.509	4.00%		\$3.46 - \$3.509	24.00%		\$5.46 - \$5.509	44.00%
\$1.51 - \$1.559	4.50%		\$3.51 - \$3.559	24.50%		\$5.51 - \$5.559	44.50%
\$1.56 - \$1.609	5.00%		\$3.56 - \$3.609	25.00%		\$5.56 - \$5.609	45.00%
\$1.61 - \$1.659	5.50%		\$3.61 - \$3.659	25.50%		\$5.61 - \$5.659	45.50%
\$1.66 - \$1.709	6.00%		\$3.66 - \$3.709	26.00%		\$5.66 - \$5.709	46.00%
\$1.71 - \$1.759	6.50%		\$3.71 - \$3.759	26.50%		\$5.71 - \$5.759	46.50%
\$1.76 - \$1.809	7.00%		\$3.76 - \$3.809	27.00%		\$5.76 - \$5.809	47.00%
\$1.81 - \$1.859	7.50%		\$3.81 - \$3.859	27.50%		\$5.81 - \$5.859	47.50%
\$1.86 - \$1.909	8.00%		\$3.86 - \$3.909	28.00%		\$5.86 - \$5.909	48.00%
\$1.91 - \$1.959	8.50%		\$3.91 - \$3.959	28.50%		\$5.91 - \$5.959	48.50%
\$1.96 - \$2.009	9.00%		\$3.96 - \$4.009	29.00%		\$5.96 - \$6.009	49.00%
\$2.01 - \$2.059	9.50%		\$4.01 - \$4.059	29.50%		\$6.01 - \$6.059	49.50%
\$2.06 - \$2.109	10.00%		\$4.06 - \$4.109	30.00%		\$6.06 - \$6.109	50.00%
\$2.11 - \$2.159	10.50%		\$4.11 - \$4.159	30.50%		\$6.11 - \$6.159	50.50%
\$2.16 - \$2.209	11.00%		\$4.16 - \$4.209	31.00%		\$6.16 - \$6.209	51.00%
\$2.21 - \$2.259	11.50%		\$4.21 - \$4.259	31.50%		\$6.21 - \$6.259	51.50%

\$2.26 - \$2.309	12.00%		\$4.26 - \$4.309	32.00%		\$6.26 - \$6.309	52.00%
\$2.31 - \$2.359	12.50%		\$4.31 - \$4.359	32.50%		\$6.31 - \$6.359	52.50%
\$2.36 - \$2.409	13.00%		\$4.36 - \$4.409	33.00%		\$6.36 - \$6.409	53.00%
\$2.41 - \$2.459	13.50%		\$4.41 - \$4.459	33.50%		\$6.41 - \$6.459	53.50%
\$2.46 - \$2.509	14.00%		\$4.46 - \$4.509	34.00%		\$6.46 - \$6.509	54.00%
\$2.51 - \$2.559	14.50%		\$4.51 - \$4.559	34.50%		\$6.51 - \$6.559	54.50%

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DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE		DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE		DIESEL FUEL PRICE INDEX	LTL FUEL SURCHARGE
\$2.56 - \$2.609	15.00%		\$4.56 - \$4.609	35.00%		\$6.56 - \$6.609	55.00%
\$2.61 - \$2.659	15.50%		\$4.61 - \$4.659	35.50%		\$6.61 - \$6.659	55.50%
\$2.66 - \$2.709	16.00%		\$4.66 - \$4.709	36.00%		\$6.66 - \$6.709	56.00%
\$2.71 - \$2.759	16.50%		\$4.71 - \$4.759	36.50%		\$6.71 - \$6.759	56.50%
\$2.76 - \$2.809	17.00%		\$4.76 - \$4.809	37.00%		\$6.76 - \$6.809	57.00%
\$2.81 - \$2.859	17.50%		\$4.81 - \$4.859	37.50%		\$6.81 - \$6.859	57.50%
\$2.86 - \$2.909	18.00%		\$4.86 - \$4.909	38.00%		\$6.86 - \$6.909	58.00%
\$2.91 - \$2.959	18.50%		\$4.91 - \$4.959	38.50%		\$6.91 - \$6.959	58.50%
\$2.96 - \$3.009	19.00%		\$4.96 - \$5.009	39.00%		\$6.96 - \$7.009	59.00%
\$3.01 - \$3.059	19.50%		\$5.01 - \$5.059	39.50%		\$7.01 - \$7.059	59.50%
\$3.06 - \$3.109	20.00%		\$5.06 - \$5.109	40.00%		\$7.06 - \$7.109	60.00%

The fuel surcharge for shipments subject to per shipment, truckload or capacity load rates and/or charges is .75% (+/-) for each \$0.05 per gallon change from the base of \$1.10 per gallon. Shipper will add (or deduct) .75% to the total line haul charge for every \$0.05 per gallon the National Department of Energy (DOE) Diesel Fuel Index exceeds (or drops below) the pegged base of \$1.10 per gallon.

(THE END)