



AMA Transportation Company, Inc.

ICC MC 162524

CERTIFICATE #1205

**RULES AND REGULATIONS
TARIFF**

Applicable on Inter/Intrastate Commerce
Covered by Tariffs in participation with this Rules Tariff as such may
provide.

For reference to governing publications, see item 100 herein

Issued: October 25, 2006, updated February 2020

ISSUED ON ONE DAYS NOTICE AUTHORITY OF 49 CFR 1312.29 (H) (1)
ISSUED BY:

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(Revised)

THE PROVISION PUBLISHED HEREIN, IF EFFECTIVE, WILL NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT

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ITEM 100**GOVERNING PUBLICATIONS**

This Tariff is governed, except as otherwise provided herein by the following described tariffs, and by revisions, amendments, or successive issues thereof.

<u>TITLE</u>	<u>TARIFF DESIGNATION</u>
National Motor Freight Classification	NMF 100
National Motor Freight Traffic Association, Agent	
Household Goods Mileage	HGB 100
Household Goods Carrier Bureau, Agent	

ITEM 140**ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

Actual tender of delivery at consignee's place constitute the notice of the arrival of a shipment except that for shipment requesting notification prior to delivery, notice of arrival shall be assessed a charge of 15.00

ITEM 162**FUEL SURCHARGE PROGRAM**

The amount of fuel surcharge will increase and decrease as the New England average is determined by the United States Department of Energy.

<u>Fuel Cost</u> <u>CENTS</u>	<u>Per Gallon</u> <u>PERCENT</u>	<u>Fuel Cost</u> <u>CENTS</u>	<u>Per Gallon</u> <u>PERCENT</u>	<u>Fuel Cost</u> <u>CENTS</u>	<u>Per Gallon</u> <u>PERCENT</u>	<u>Fuel Cost</u> <u>CENTS</u>	<u>Per Gallon</u> <u>PERCENT</u>
110-115	5.5	1651-170	11	2201-225	16.5	2751-280	22
1151-120	6	1701-175	11.5	2251-230	17	2801-285	22.5
1201-125	6.5	1751-180	12	2301-235	17.5	2851-290	23
1251-130	7	1801-185	12.5	2351-240	18	2901-295	23.5
1301-135	7.5	1851-190	13	2401-245	18.5	2951-300	24
1351-140	8	1901-195	13.5	2451-250	19	3001-305	24.5
1401-145	8.5	1951-200	14	2501-255	19.5	3051-310	25
1451-150	9	2001-205	14.5	2551-260	20	3101-315	25.5
1501-155	9.5	2051-210	15	2601-265	20.5	3151-320	26
1551-160	10	2101-215	15.5	2651-270	21	3201-325	26.5
1601-165	10.5	2151-220	16	2701-275	21.5	3251-330	27
						3301-335	27.5

The fuel shall increase by .05% for every five cent increase in the average weekly New England fuel cost.
DOE Energy information Administration National Energy information center (202) 586-6966

ITEM 170**NEW YORK CITY ARBITRARY CHARGE**

New York City arbitrary applies to all shipments with the destination/origin zip of 100-102 a charge of \$50.00 will be assessed above and beyond the applicable freight charge. Shipments destined to. Staten Island 103, Bronx 104, Brooklyn 112 and Queens 111,113,114,116 will have an additional fee of \$15.00

ITEM 410**CLAIMS APPLICABILITY OR DEDUCTIBLE**

A claim for loss or damage, to cargo shall not be voluntarily paid by the carrier unless filed in writing within nine (9) months of the date of delivery with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damaged occurred. Claims for concealed damage must be submitted to carrier on whose line the alleged damage occurred no later than (5) days from the date of delivery.

All persons involved with a shipment shall fully mitigate loss, damaged claims on equitable basis, and will be subject to the following restrictions:

1. Claims or suits for less than \$100.00 shall not be filed and no claim shall be paid if the net pay amount is less than \$100.00.
(OR)
 2. It is mutually agreed that \$100.00 will be deducted from the net claim.
-

ITEM 420**CLASSIFICATION OF COMMODITIES-EXCEPTIONS TO THE NMFC**

All rates and charges in this tariff and tariffs referring hereto are governed by the National Motor Classification, except as follows:

The density for the classes of freight in column A are restricted to the minimum density in pounds per cubic feet as shown in the corresponding row in column B.

Column A Class	Column B Minimum Density (in pounds per cubic feet)
300	1
250	2
150	4
125	6
100	8
92.5	10
85	12
70 & 77.5	15

When commodities classified by the National Motor Classification exceed the minimum pounds per cubic foot listed in Column B (above), the commodity shall be assigned the classification shown above which corresponds to the actual density. Example, if a commodity is classified as class 70 such as bakery goods, and the density of the specific product is 11 pounds per cubic foot; carrier shall adjust the classification to a class 92.5.

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

The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected for shipments consigned COD as prescribed herein will be as follows:

When the amount to be collected is:	Charge:
Up to..... \$500.00.....	\$25.00
\$401.00..... up to \$750.00.....	\$26.59
\$751.00..... up to \$1,000.00.....	\$33.22
(Over \$1,000.00 at a rate of \$33.22 per \$1,000.00)	

ITEM 480**CUSTOM OR IN BOND SHIPMENTS**

In addition to all other legally applicable charges, shipments moving in the United States customs bond will be subject to the following charges in cents per hundred pounds.

<u>When the weight of the shipment is:</u>	<u>the charge will be:</u>	<u>Minimum charge:</u>
1 to 11,999 pounds	117	\$25.00
12,000 to 19,999 pounds	101	\$25.00
20,000 to 35,999 pounds	77	\$25.00
36,000 and over	71	\$25.00

ITEM 499**PAYMENT OF CHARGES**

Payment of freight charges shall be made within Thirty (30) days. A finance charge of 1 1/2 % per month or fraction thereof shall be imposed on unpaid invoices after Sixty (60) days. Any applicable discount allowance will be withdrawn on unpaid invoices after Sixty (60) days.

In the event of nonpayment, the carrier shall be entitled to all reasonable cost of collection including, but not limited to, certified mail cost, special handling, collection agency fees, attorney's fees and court cost in addition to the charges specified in this item.

No freight claim or other claim shall be processed against a shipment until all applicable freight charges are paid in full.

ITEM 500**DETENTION- VEHICLES WITH POWER UNITS**

This item applies when carrier's vehicles with power units are delayed or detained on the premises designated of consignor, consignee, or on other premises designated by them, or as close thereof as conditions will permit, subject to the following:

1. Free time shall be two (2) hours from the time the driver arrives at the point of pickup or delivery.
2. The charge for vehicle beyond free time shall be \$34.00 for each fifteen (15) minute period or fraction thereof, subject to a minimum of \$75.00.

ITEM 510**DETENTION – VEHICLES WITHOUT POWER UNITS SPOTTING OF TRAILERS**

After the expiration of 24 hours free time, charges for detaining a trailer will be assessed as follows:

When the delay per vehicle beyond free time is: The charge for the vehicle will be:

For each of the first and second Twenty-four (24)
Hours Periods or fractions thereof (Saturdays, Sundays,
And holidays excluded)..... \$50.00

For each of the third and fourth Twenty-four (24)
Hour Periods or fractions thereof (Saturdays, Sundays

and holidays excluded).....\$65.00

For the fifth and each succeeding in Twenty-four (24)

Hour Periods or fractions thereof (Saturdays, Sundays

And Holidays excluded).....\$75.00

ITEM 515

DOCK HANDLING CHARGES FOR TRANSSHIPMENTS

Shipments delivered to the carrier's dock that are to be tendered to other carriers (transshipments) shall be assessed the following handling charges:

Service performed: CHARGE

Bill of Lading preparation charge \$3.25 per order

Carrier to provide pallets \$8.00 per pallet

Palletized freight \$0.55 per cwt, subject to a Minimum Charge of \$9.55

Not unitized freight (See Note) \$18.55 per man per 30 minutes subject to a minimum charge of \$36.85 per trailer

ITEM 520

DETENTION- VEHICLES PICKING UP OR DELIVERING SHIPMENTS SUBJECT TO LESS-THAN-TRUCKLOAD OR ANY QUANTITY WEIGHTS

SECTION A- On shipments subject to less-than-truckload or any quantity rates and when due to no disability, fault or negligence on the part of the carrier, the loading or unloading of the freight is delayed beyond the free time authorized in section B, the assessment of charges will be made as follows:

1. Charges for detention time at point of origin or in effecting delivery at docks, piers wharves or steamship terminals shall be assessed to and collected from the shipper.
2. Charges for detention time at point of destination or in effecting pickups at docks, piers, or steamship terminals shall be assessed to and collected from the consignee.
3. When more than one shipment is received from or delivered to a dock, pier, wharf, or steamship terminal on one or more vehicles at one time and a delay cannot be allocated to a specific shipment, the charge for detention time, if any, on such pick up or delivery will be distributed on a pro-rata basis, by weight to all of the shipments comprising the pick up or delivery.

SECTION B - Free time per vehicle shall begin at the time the driver notifies the consignor or consignee, or party entitled to load unload, that the vehicle is available for loading or unloading or upon time of scheduled appointment. Free time for either service will be as follows:

1. Fifteen (15) minutes of free time will be allowed per stop, regardless of the number of shipments constituting the pickup or delivery.
2. In the event the driver's lunch period occurs after the driver notifies the consignor or consignee, or party entitled to load or unload that the vehicle is available for loading or unloading, is completed, such lunch period, not to exceed on (1) hour, will be in addition to the free time designated herein.
3. Fifteen (15) minutes of free time will be allowed for the loading of each weigh unit of freight (or any portion thereof) in accordance with its class rating as provided in the National Motor Freight Classification (see item 100) or in this tariff, whichever is applicable as indicated below, regardless of the number of shipments constituting the pick up or delivery.
4. Maximum allotted free time not to exceed 120 minutes regardless of the NMFC.

Freight Class	Weight Unit Per Fifteen (15) Minute Period
50-55	2,000
60-65	1,500
70-77	1,000
85-92	500
100	300
Multiple Class	1,000

SECTION C – Computation of detention time and charges:

1. Where pick up or delivery time exceeds the free time computed as provided in section B, such excess time shall be considered detention time.
2. Except as provided the charge for detention shall be \$26.50 per fifteen (15) minute period or fraction thereof.

SECTION D – A record of time consumed in loading or unloading must be maintained and kept available for inspection at all times. In the case of delivery, this information may be shown on carriers' delivery receipt or other appropriate time record, in the case of pick up, an appropriate time record must accompany customer's shipping order. In either case, driver's time record shall become a permanent part of such delivery receipt or freight bill.

SECTION E - Where through no fault of the carrier, the unloading of the entire shipment is not accompanied during the business hours of the consignee on the day of the initial tender, and the freight is again tendered for delivery, both the detention charges provided for in this item and the redelivery charges provided for in this tariff will be assessed.

ITEM 530

NON COMMERCIAL PICK UP/ DELIVERY SERVICE

When either a pickup /delivery service is requested to be performed in an area zoned other than commercial the following additional charges are to apply along with any other applicable accessorial:

- a) Construction site delivery \$35.00
- b) School zone delivery \$35.00
- c) Residential/farm delivery \$35.00
- d) Airport pick-up and delivery \$48.00

ITEM 540

CONVENTION CENTER DELIVERIES

When a customer request a delivery to or from a Convention center, a \$250.00 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 \$250.00 surcharge with a minimum of \$650.00.

ITEM 542

APPOINTMENTS - LTL TIME SPECIFIC

When a sharp appointment time is needed on an LTL shipment of less than 10 pallets and less than 15,000 lbs. are required to effect delivery, carrier will assess an appoint fee of \$127.50 in addition to the applicable freight charges. This applies when a delivery will not be accepted when or if the shipment is late or early.

ITEM 545

NOTIFY CHARGE

When carrier notifies consignee or shipper by telephone to schedule a pickup/delivery, a fee of \$24.

ITEM 547

COMMENCEMENT OF TIME

A) Commencement and Termination

1 The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading.

Upon such notification, the responsible representative may enter the time of arrival onto carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

2 Time shall end upon completion of loading or unloading except as provided for in paragraph "C" of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then the carrier's employee will enter the time and it will be binding.

B) Prearranged Scheduling

1 Upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading during the carrier's normal business hours. Request for prearranged scheduling may be oral or in writing.

2 If carrier is unable to maintain the appointment time, the parties shall have the option to reschedule the appointment. In the event that such an agreement cannot be reached, then detention time shall be computed from the time loading or unloading begins. If carrier arrives early, then detention time shall be computed from the time unloading or loading begins, but no later than the original appointment time.

3 Scheduling time for the unloading of the vehicles should be prior to the time storage charges would begin to accrue, otherwise storage charges will be assessed as provided in the applicable tariff.

C) Conditions Governing the Computation of Time

1 Computations of time are subject to and are to be made within the normal business hours at the designated place, consignor, consignee or other party designated by them shall have the option:

- a) To request that the vehicle without power remain at its premises subject to the provisions of Section 4(d); or
- b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

ITEM 550

TIME CRITICAL DELIVERY CHARGES

Shipments must be tendered on "Uniform Straight", "Straight Bill-of-Lading – Short Form" or "Straight" bill-of-lading forms as shown in the NMFC. The customer may request **TIME CRITICAL SERVICE** by notifying an AMA Transportation Customer Service Representative or by noting on the bill of lading "By

Noon or Day”, “Guarantee by Noon or Day”, “Must Deliver by Noon”, “AM Delivery Needed” or any related verbiage requesting delivery before 12:00 PM. The requested ***TIME CRITICAL SERVICE*** must be clearly indicated on the bill of lading located either in a Special Instructions area or directly beneath the consignee.

This service provides a guarantee that the shipment will deliver within the standard number of days established for the transit time between the origin and destination points listed on the bill of lading. This standard transit time will be that listed on the web page, the day the shipment is tendered. Only points that provide direct service are included. The five digit zip codes will establish the points of origin and destination.

These charges shall be guaranteed by the party requesting the service.

The following schedule of charges applies:

<u>Type of Priority Service</u>	<u>Definition</u>	<u>5,000 lbs or less</u>	<u>5,001 thru 10,000 lbs</u>	<u>10,001 thru 20,000 lbs</u>	<u>Over 20,000 lbs</u>
Guaranteed Day	Available for delivery by end of business day (5:00 P.M.) of established delivery standard to any direct point.	\$40.00	\$50.00	\$100.00	\$300.00
Guaranteed A.M.	Available for delivery by 12:00 Noon of established delivery standard to any direct point.	\$50.00	\$70.00	\$150.00	\$400.00
A.M. Delivery by 9:00 am		\$160.00	\$200.00	\$350.00	\$500.00
Guaranteed before 10:00 A.M (Note B)	Available for delivery before 10:30 A.M. of established delivery standard to any direct point.	\$125.00	\$150.00	\$300.00	\$500.00

Guaranteed Express (Including Same Day, Saturday, Sunday, and Holiday service)	Delivers on the day and time agreed	Negotiated charge between carrier and the payer of the freight charge.			
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Time Critical Guarantee will not be liable for any failure to perform its **PRIORITY SERVICE** or for loss, damage or delay to any of the goods described in the bill of lading when delay is caused by an act of God, public enemies, riots, strike, or other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act of omission of shipper, consignee, or owner of the goods, or any cause beyond control.

Note A: Direct Service shipments are those shipments that move solely through the system.

Note B: Shipments requesting Guaranteed service must either be scheduled through Customer Service or activated when requesting a pickup on WWW.AMATRANS.COM.

WHEN YOUR SHIPMENT IS TIME CRITICAL

AMA has the **SOLUTION**. All our customers have to do is follow these simple procedures:

Notify us of a **HOT NOTE SHIPMENT**

1. **PICK UP MUST BE CALLED IN** and an **AMA CUSTOMER SERVICE REP OR A DISPATCHER** must be notified of the critical nature of a specific shipment on the call in.
2. On **INBOUND ROUTED SHIPMENTS**, the consignee who routes the shipment should take precaution and notify our personnel of this time critical shipment. (DO NOT RELY on the shipper to make arrangements as their errant handling will result in the unsuccessful handling of this shipment).
The shipper **SHOULD NOT** just mark the Bill of Lading "Hot Rush, Deliver by AM".
Contact is essential for proper monitoring of shipment.
3. **CHECK** with our personnel for applicable service points.
4. **TIME CRITICAL SERVICE CHARGES** will be applied in addition to normal pricing.
5. **RURAL SERVICE AREA** outside major market cities may be assessed at a higher rate than listed.
6. **TIME CRITICAL SERVICE** should be indicated on the Bill of Lading by stamp or handwritten and **HIGHLIGHTED**. In the event that this designation is not indicated but services are requested and performed, the additional T/C charges will be enforceable.
7. Your shipment will be **MONITORED** from pick up to delivery. We can now NOTIFY you the customer of any delays or problems that exist.
8. This service is subject to **NORMAL BUSINESS CONDITIONS**. Money back refunds will not be applicable on late shipments due to bad weather, state of emergency or war, act of God or other unusual situations that may prevent the control of normal or prudent operations.

Your **COMMUNICATIONS** and **COMPLIANCE** of **PROCEDURES** is **ESSENTIAL** to the successful handling of these shipments.

ITEM 555**SORT AND SEGREGATE CHARGES**

When a delivery requires the sorting and segregation of product it will be subject to an additional charge of \$.25 per carton and a minimum additional charge of \$37.00

ITEM 570**IMPRACTICABLE OPERATIONS**

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

1. the condition of roads, streets, driveways, alleys or approaches thereto;
2. inadequate loading or unloading facilities;
3. riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create reasonable apprehension of danger to persons or property.

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

ITEM 571**LIMITED ACCESS**

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 in order 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 than the listed fee of \$125.00, then the carrier reserves the right to adjust the fee according to the assessed fine amounts.

ITEM 572**ISLAND FERRY CHARGE**

Island Locations – Non Accessible

Shipments originating from or destined to Island locations not accessible by direct road access will be subject to the following rating procedure.

AMA Transportation will be responsible for delivery to the designated main land dock, airport, or steamship facility.

AMA Transportation will rate shipments to the designated dock, airport, or steamship facility. The cost of furthering service will be added to the AMA Freight Billing. These charges are determined by the continuing service provider and subject to their tariffs. (Steamship or air service provider)

A copy of the most updated tariff is available upon request

ITEM 575**INSIDE DELIVERY**

When delivery is to be performed inside customer's place of business at other than loading or unloading dock, the following charges shall apply:

Ground level.....4.75 cwt.....Minimum charge.....\$48.00

*Inside deliveries can be performed to levels other than ground when elevator access is available. Under no circumstances will inside delivery be performed when stairs need to be negotiated.

Item 670

OVER-LENGTH/DIMENSIONAL FREIGHT OR PIECE

When one piece of a shipment is greater than the lineal feet or inches indicated in Column A, apply the additional charge as indicated in Column B:

Column A	Column B
Lineal Feet in Length, Lineal inches in width. (The greatest dimension will be considered the length)	Flat additional charge per shipment
Greater than 6 feet and 49 inches or greater	\$85.00
*8At least 8 feet but less than 12 feet	\$85.00 (If over 49" wide, apply \$95.00)
** At least 12 feet <u>to</u> 15 feet	\$150.00
Greater than 15 feet but less than 49 inches	\$150.00
Greater than 15 feet and 49 inches or greater	\$225.00
Greater than 18 feet but less than 49 inches	\$275.00
Greater than 18 feet and 19 inches or greater	\$350.00

**Only one of the charges indicated above will apply per shipment.

Item 671

LINEAL FOOT RULE/RATE DISCOUNT APPLICATION

Unless otherwise provided in advance of movement with a Volume/Spot quote from Carrier, when a shipment or portion thereof is of such nature or bulk that in the manner loaded occupies the stated linear feet in Column A or shall be subject to a minimum weight in Column B. Class 85 M10M lines of rates to apply to that stated weight is applicable to shipment rated per AMA 506 current levels and to AMA Fuel Surcharge as in effect in this tariff.

Column A	Column B
Lineal Feet At Least:	Shipment subject to Minimum Weight of:
12	12,000
20	24,000
30	
44 or more	Truckload spot rate applies

ITEM 673

DENSITY MINIMUM CHARGE

Except as otherwise provided, shipments meeting the conditions of this item shall be subject to a minimum charge, based upon a calculated weigh and 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 otherwise applicable provisions including but not limited to tariffs, rate scales, ratings, 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 expression shall used to determine the minimum net charge under this rule.

Conditions and Definitions

1. Provisions of this item apply only in connection with shipments which weigh less than six (6) pounds per cubic foot (actual weight) and which require more than 750 cubic feet of space.

2. The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with NMFC 100 series, Item 110, Section 8 (a) and (b), except as provide below.

A vertical dimension of eight (8) feet and horizontal dimension of eight (8) feet shall be used to determine the cube of the individual shipping units(s) when top loading or side loading of like cargo is precluded because of:

- (a) The nature of the article;
- (b) Packaging or lack of packaging used;
- (c) Palletization in "pyramided" "rounded off". Or "topped off" fashion, and/or
- (d) Specific instructions by the shipper in the form of Bill of Lading notation.

The cubic capacity may be specified by the shipper on the original Bill of Lading; otherwise, it will be determined by the carrier.

When this item has application, the carrier's Freight Bill will indicate both the actual weight and the calculated weight used to calculate the minimum charge.

****4.** Trailer floor usage is to be based on how the customer has loaded the trailer at time of pickup. If shipment is tendered on pallet/skid the skid must be so loaded to permit extraction of the pallet/skid from the trailer without the need to turn a pallet with a forklift.

5. The provisions of this item are not applicable in connection with shipments subject to:

- (a) Capacity Load, Exclusive Use of Vehicle or Lineal Foot Provisions.

ITEM 750

PICK UP AND DELIVERY SERVICE

Unless otherwise provided, the rates published herein include pickup and delivery of freight. "Pick up" refers to the service of the carrier in calling for and receiving of freight and issuing receipts therefore at shipper's platform, doorway or any other place directly accessible to trucks. "Delivery" refers to the service of the carrier in delivery freight and taking receipt thereof at any platform, doorway or any other place, designated by the consignee, when directly accessible to trucks.

Nothing in this tariff shall require the carrier to collect and or deliver freight at places where it is impracticable or unsafe to operate vehicles.

Pickup and delivery service will be performed at all points within the limits of all cities, towns or villages from, to or between which rates apply.

ITEM 750-7

PICK UP OR DELIVERY

Appointment Cancellation and Freight Expedited

When, through no fault of the carrier and after a shipment is segregated and queued for delivery, the shipper or consignee requests that the shipment be tendered for delivery canceling the appointment and/or delivery requirements of record, carrier will, if able, perform such delivery subject to the following:

1 A charge of \$102.75 per hour shall be assessed to the shipment subject to a minimum charge of \$102.75. Computation of charges shall begin at the time the driver is dispatched from the terminal and end when the driver returns to the terminal.

(Note A)

2 These charges are in addition to all other lawful charges accrued on this shipment including original outbound freight charges (Note B)

Note A: If the carrier can dispatch delivering driver to another area for the purpose of picking up freight then hourly charge shall terminate at that dispatched location providing such location is shorter distance than the carrier's terminal.

Note B: Shipments shall be rated from the carrier's terminal.

ITEM 756

PICK UP AND DELIVERY SERVICE PERFORMED ON SATURDAYS, SUNDAYS OR HOLIDAYS

The following charges will be assessed when a consignor or consignee request a pick up or delivery of freight on Saturdays, Sundays or holidays. The charges in this item will be in addition to all other lawful charges. Charges to begin upon notification of availability of equipment and shall end upon completion of loading and/or unloading.

A. Except as otherwise specifically provided, whenever in this tariff making reference hereto, the word holiday is used, the following days will be considered holidays:

New Year's Day, Labor Day, Veteran's Day, Memorial Day, President's Day, Columbus Day, The 4th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

B. On Saturdays, Sundays or holidays, charge of \$92.00 per man-hour or fraction thereof, subject to a minimum of \$400.00 per man.

ITEM 810

LIMITS OF LIABILITY

A. Excessive value shall be any value per pound in excess of 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 in excess of 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 in excess of \$5.00 per pound or a value in excess of the carrier's maximum value per pound.

C. Carrier liability may be at invoiced value, fair market 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.

<i>CLASS</i>	<i>MAXIMUM VALUE PER POUND</i>
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 815

CARRIER LIABILITY

- 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.
- 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.
- 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 similar to 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 810 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 Carrier's liability shall be the lowest value provided in NMFC 100 series for NEW commoditized, but not 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, AMA Transportation Co shall not be liable for special, incidental or consequential damages and disclaims all warranties, expressed or implied with respect to carriage of any shipment. 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 clean up 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 820

PROTECTIVE SERVICES

When protective service 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 \$35.00 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. Heater service will be made available, as provided above, on shipments moving under the provisions of Item 470 of this tariff.

5. 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.
6. 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 822**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.

ITEM 825**QUOTATIONS OF ESTIMATED CHARGES**

When carrier has furnished, either orally or in writing, an estimate of tariff charges, such estimate will be given on the basis of effective tariff provisions as applies to those facts concerning shipments which are made known to carrier.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding either on carrier or on shipper. If actual render of freight is other than what was represented in a quote, the quote becomes void and applicable rate predicated on actual tender.

All transportation charges on a shipment will be assessed on the basis of tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation related services performed in connection therewith.

ITEM 827**HAZARDOUS MATERIALS SURCHARGE**

Any shipment tendered by carrier, which is deemed hazardous in nature and subject to guidelines imposed by FMCSR 383.141, is subject to a \$15.00 surcharge above and beyond the applicable freight charge.

ITEM 830**REDELIVERY, RECONSIGNMENT, DIVERSION**

When a shipment is tendered for delivery and through no fault of the carrier, the delivery cannot be accomplished, the shipper will be notified and no further attempt to deliver the freight will be made except upon request. Each additional tender of final delivery will be subject to the following provisions:

- A. Each additional tender of final delivery at consignee's place will be subject to the applicable tariff rate designating the carriers nearest terminal as the pickup point and the consignee's facility as the destination.
- B. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carriers' premises, a charge of \$5.00 per one hundred pounds will be made subject to a minimum charge of \$48.00.
- C. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier by the party requesting redelivery before the shipment is redelivered.

ITEM 860**RETURNED UNDELIVERED FREIGHT**

An undelivered shipment that is returned to the shipper will be subject to applicable rates and charges based on the following:

A.From the new origin (original destination of the outbound shipment).

B.To the new destination (original origin of the outbound shipment).

ITEM 890**SPECIAL LABOR AND SERVICE**

When additional help and or equipment is supplied by the carrier, or when carrier furnished additional help and or equipment upon request of the consignor or consignee for the loading or unloading of freight of any nature, the following charges will be assessed in addition to all other normal and accrued freight charges applicable:

Hydraulic Tailgate.....	\$3.00 cwt.....	minimum charge \$48.00
Additional Labor (whs or general).....	\$38.00 per hour.....	six hour minimum charge
Extra equipment.....	\$98.00 per hour.....	eight hour minimum charge

ITEM 900**STOPOFFS**

A shipment moving on one bill of lading or shipping order from one consignor at one point of origin at one time consigned to one consignee at one destination may be stopped off in transit at any point or place for the purpose of partial loading or unloading, subject to the following provisions:

A. Stop off will only be permitted at points within the scope of carrier's operations.

B. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party from or to whom each portion is to be received or delivered. If pickup or delivery is made at two or more different addresses or locations in the same point, each pick up or delivery will be considered a separate stop in the application of this rule.

C. Charges on shipments moving under this rule shall be determined on this basis of the mileage from origin to destination via the stop off points.

D. The charge for each stop, exclusive of the original stop for loading and exclusive of the last stop for unloading shall be \$150.00

E. Stopping in transit for partial loading or unloading will not be permitted on shipments consigned to "COD", "TO ORDER", "ORDER NOTIFY", or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as condition precedent to deliver at stop off point.

F.The carriers' agent at the stop off point, or if there be no such agent at such point, the driver of the vehicle, shall obtain in writing, a statement such as a notation on the freight bill of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop off point or points

ITEM 910**STORAGE**

Freight held in carrier's possession because of an act or omission of the consignor, consignee or owner, or for customer clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- A. Storage charges on freight awaiting line haul transportation which has a specific delivery date (other than next day delivery) noted on the bill of lading will begin at 7:00 am, the day after freight is received by the carrier.
- B. Storage charges on undelivered freight will begin at 7:00 am; the first business day after notice of arrival has been given. No charges under this item will be made when actual tender of delivery is made within twenty-four (24) hours after such notice of arrival has been given.
- C. Storage charges on freight stored in carrier's possession will be assessed a charge of \$1.50 per one hundred pounds or fraction thereof, subject to the following minimum and maximum charges.

Minimum charge per shipment per each twenty-four (24) hour period.....\$35.00

Maximum charge per shipment/vehicle:

First twenty-four (24) hour period, or fraction thereof..... \$75.00

Second twenty-four (24) hour period or fraction thereof.....\$100.00

Third/Succeeding twenty-four hour period.....\$125.00

ITEM 985

VEHICLES FURNISHED BUT NOT USED

When carrier, upon receipt of a request to pick up a shipment, has dispatch a vehicle for such purposes and, due to no disability, fault, or negligence on the part of the carrier, the shipment is not tendered or the vehicle is not used, a charge of \$98.00 per hour or fraction thereof per vehicle. From the time the vehicle is dispatched from its last destination and returned to subsequent dispatched destination subject to a minimum charge of \$75.00 will be assessed against the consignor making such request.

ITEM 988

TOLL CHARGE

Shipments transiting through the states of New Jersey or metropolitan New York zips 100-119 will be assessed a toll charge not to exceed \$6.00 per shipment. This charge is in addition to all other applicable charges.

ITEM 989

ALCOHOLIC BEVERAGE FEE

Shipments of alcoholic beverages are subject to an alcoholic beverage commission fee of \$49.00 per shipment in addition to the freight charges.

ITEM 991

RESIDENTIAL DELIVERY FEES

Rates apply in addition to the freight charges.

MA, CT, RI, NH (030-031) Minimum charge: \$68.00 rate CWT-\$10.00. Apply whichever rate is greater in addition to freight charges.

ME, VT, NH minimum charge: \$84.00 rate CWT-\$14.00 Apply the greater charge.

ME ZIPS: 044, 046, 047, 049 Minimum charge: \$96.00 rate CWT \$21.00. Apply the greater charge.

Single units 70 lbs. and over will automatically require a power liftgate fee: \$50.00

If unsafe for one to deliver, then a helper charge for additional labor applies.

ITEM 995**GREATER BOSTON ARBITRARY CHARGE**

Boston Proper.

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 998**WEIGHT/FREIGHT CLASS VERIFICATION**

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while shipment is in custody of the carrier. If the shipper or consignee requests shipment to be reweighed, then each weight verification shall be at the expense of party requesting at a rate of \$20 per shipment.

Carrier reserves the right to weigh and inspect shipments and when determined that the actual weight or freight class is different from that which is stated on the bill of lading as issued by the shipper, carrier shall adjust the weight or freight class and corresponding rate calculation of the bill accordingly. Where adjustment increases freight charges by \$10 or more, the weight and inspection charge per shipment will be \$15 Shipper shall have the right to request a copy of the inspection and/or weight certificate upon request.

ITEM 1000**SINGLE SHIPMENT SURCHARGE**

A prepaid single shipment of lesser than 500 pounds picked up at one time and place unaccompanied by any other shipment from the same pickup site will be subject to a single shipment pickup charge of \$17.50 in addition to all other applicable charges.

The single shipment charge is not subject to discounts.

ITEM 3000

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

(N)	New
(R)	Reduction
(A)	Addition
(C)	Change
CWT	per one hundred pounds
ICC	Interstate Commerce Commission
LTL	less than truckload
MC	Motor Carrier
MIN CHG	minimum charge
MIN WT	minimum weight
NO.	Number
NOI	not otherwise indicated
NOIBN	not otherwise indicated by name
TL	truckload
VIZ	namely
VMW	volume minimum weight
VOL.	Volume