

Acheson's Express, LLC.

Rules Tariff AXRN 100
Effective Date October 1, 2002
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Rules Tariff

MC (292011)
DOT (499031)
CA (59524)

Schedule of Rates, Charges and Rules

This Rate Schedule applies only in connection with agreements on file with
Acheson's Express, LLC or in connection with

Freight Tariff

LTL
AXRN Base Rate (based on Czarlite 10/00)

TL
Truckload Schedule A

on file at Acheson's Express, LLC 201 E La Palma Ave, Anaheim, CA
92801

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1.0 LTL

A quantity of freight less than that required for the application of truckload, regardless of weight.

2.0 BUSINESS DAY OR BUSINESS HOURS

Except as otherwise provided in individual items, the term “business day” or “business hours” means that time during which operations are generally conducted by carrier at the point service is performed. The term “business day” or “business hours” will not include Saturday, Sunday, or Holiday as defined in this item.

A) U.S. Holidays:			
New Years Day	Independence Day	Thanksgiving Day	
Labor Day	Christmas Day	Memorial Day	

3.0 CLASS RATES

In the absence of a stated base published within the Pricing Agreement, existing recognized Atcheson tariffs will provide base rates and will not alternate with any other base rates.

Truckload	Atcheson Truckload Schedule (A)
Intrastate	Atcheson Base Rates (Based on Czarlite 10/00)
Interstate	Atcheson Interstate (Based on Czarlite 10/00)

4.0 RULES TARIFF

Carrier may not impose any ancillary charges except those contained within this agreement, unless and until mutual agreement is reached and this list of rules have been amended to reflect that agreement. In addition, specific clients can have unique requirements and understandings that may be contrary to these rules. Those special exceptions will be contained within the Pricing Agreements that are specific to those clients and locations.

5.0 ACCESSORIAL CHARGES NOT TO BE OFFSET BY TRANSPORTATION CHARGE

Accessorial charges set forth in this Tariff for accessorial services not included in the rate for actual transportation shall be assessed and collected whenever such services are performed, regardless of the level of the transportation rate assessed. Such accessorial charges may be waived on the basis that a higher-than-minimum transportation rate serves as an offset.

6.0 ACCESSORIAL SERVICES

When Carrier performs, at Shipper's or Receiver's request or order, service such as stacking, sorting, providing helpers for loading or unloading, or any other service which is not authorized to be performed under rates named in other tariffs or schedules, and for which a charge is not otherwise provided, additional charges per man shall be assessed as provided in this Rules Tariff.

When the charges are provided in this Tariff for performance of accessorial services, said charges shall be based upon the weight which the transportation rates are computer. Discounts do not apply to accessorial charges.

7.0 RELEASE VALUE-DECLARED VALUE

Unless otherwise specifically agreed to in writing (Carrier Pricing Agreement and addendum to this agreement) by carrier, shipper and/or Atcheson, as shipper's agent, Carrier's liability for loss or damage to property being transported is for \$2.00 per pound, plus all incidental expenses arising from loss, damage or injury.

In the event that the shipper annotates the bill of lading with a declared or released value in excess of \$ 2.00 per pound and following charges will be assessed:

\$ 1.52 per each \$ 100.00 or fraction thereof by which the release or declared value exceeds the value if calculated at \$ 2.00 per pound. Minimum excess value charge per shipment or bill of lading shall be \$ 50.00

8.0 CLAIMS-LOSS OR DAMAGE FREIGHT

All claims for loss or damage of property must be filed and processed in conformity with the principles and practices for the investigation and disposition of freight claims as specifically set forth in NMFC Series 100.

9.0 C.O.D. SHIPMENTS

The letters "**COD**" must be stamped, typed or written on all such Bills of Lading and Shipping Orders immediately before name of consignee

All checks (including cashier's checks and certified check) and money orders tendered in payment of COD shipments will be accepted by carrier at the shipper's risk including, but not limited to, the risk of non-payment and forgery, and that carrier will be liable upon any such instrument.

Unless the shipper writes instructions to collect "CASH ONLY" on the COD label, or on the bill of lading, carrier will accept consignee's check naming the shipper as payee in payment of the COD package. When instructions to collect "CASH ONLY" are written, carrier can accept cash, cashier's check, certified check, money order or similar instrument issued by or on behalf of the consignee.

If, for any reason, the consignee refuses COD payment, carrier is responsible only for the disposition of the shipment in accordance with the bill of lading contract, Carrier is not responsible to seek or remit the COD amount to the shipper or owner of the goods.

All freight due carrier should be paid separately and not included in the checks or money orders made payable to the shipper for the COD.

The charge for collection and remitting each COD is **\$ 15.00**. Any increase decrease or canceling of COD amount is subject to an administration fee of **\$ 15.00**.

10.0 ADVANCING CHARGES

No charges of any description will be advanced to shippers, owners, consignees or agents except charges, which are incidental to the transportation of the shipment. The bases of charges to be advanced must be stated on the bill of lading at the time of shipment. This does not include the advancing of broker's fee on inbound shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

The charge for advancing monies as described will be **3% of the charge** advanced subject to a **\$ 25.00** minimum charge per shipment. (Example, Forklift fee)

11.0 HAZARDOUS MATERIAL FEE

Any shipment considered Hazardous Material will be charged as follows:

LTL: **\$ 25.00**

TL: **\$ 25.00**

12.0 LATE PAYMENT PENALTIES

Non-payment of freight bills after **30** days, may result in the shipper paying the Carrier's full undiscounted, class rates applicable at the time of the shipment, based on the applicable NMFC rating(s).

If the carrier must subsequently institute legal action, or place the outstanding indebtedness in the hands of an attorney for judicial or other processes of collections, in order to collect the lawful charges the debtor will be assessed an administrative charge of \$67.50 plus a penalty of 40% of the carrier's full undiscounted, class rates applicable at the time of the shipment, based on the applicable NMFC rating(s).

13.0 LINEAR FOOT

Any single shipment that occupies 16' of space, weighing less than 5,000 lbs will be rated at class 55 as 10,000 lbs.

Any single shipment requiring over 17 to 28' of space, weighing less than 10,000 lbs will be rated at class 55 as 20,000 lbs

14.0 CONSTRUCTION SITES

Shipments delivered to construction sites will, in addition to all other applicable charges, be subject to a charge of **\$ 75.00** per shipment. The term "construction site" shall be defined as the site of any construction of buildings, roads or bridges or other structures including the entire property upon which the construction is taking place.

15.0 DETENTION WITH POWER

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

If the loading of freight is delayed beyond the free time of **30 minutes for LTL or 60 minutes for Truckload** a charge of **\$ 18.75 per vehicle for each 15 minutes** or a fraction thereof, will be made for the time consumed for each delay.

16.0 DETENTION WITHOUT POWER

Detention applies when carrier's trailers without tractors or power units are delayed or detained (through no fault of carrier) either on the premises of the shipper or the consignee or as close thereto as the conditions permit. Spotted trailers will be allowed 72 consecutive hours of free time for loading and unloading.

For the first, second, third and fourth 24 hour periods or fraction thereof (Saturdays, Sundays and holidays excluded) the applicable charge will be **\$ 35.00** per 24 hour period. For the fifth and each succeeding 24 hour period or fraction thereof (Saturdays, Sundays and holidays excluded) the applicable charge will be **\$ 70.00** per 24 hour period.

17.0 EXTRA LABOR - LOADING OR UNLOADING AND DRIVER ASSIST

In the event the consignor or consignee requests extra labor, extra labor will be furnished by the carrier for loading or unloading. The requesting party will pay the charges for this service. At each location when extra labor is used, the charge therefore will be as follows:

Monday – Friday 7AM to 5PM	<u>Per Man Per Hour</u>	<u>Minimum Charge Per Man</u>
	\$ 75.00	\$ 75.00

Saturday, Sunday, Holidays and
5:01 PM – 6: 59 AM

\$ 90.00

\$ 90.00

Driver Assist: \$ 3.00 cwt, Minimum \$ 35.00

18.0 NOTIFICATION PRIOR TO DELIVERY

When carrier has to notify consignee prior to delivery (delivery appointment) there will be an extra charge of **\$ 5.00 per bill**.

19.0 CONVENTION, EXHIBITION PICKUP OR DELIVERY

Unless otherwise noted in the Customer's Pricing Agreement, any shipment to or from a Convention, Tradeshow or Exhibition is subject to the following

- (a) The shipment will be rated at the otherwise applicable pricing, but at the class 150 rating and rate (See Note 1).

(If the base rate tariff or pricing does not contain a class 150 rating and rate, multiply the otherwise applicable rate or charge by 150%).

Note 1 - Freight of all kinds (FAK) class exceptions and NMFC class exceptions do not apply.

20.0 RESIDENTIAL PICKUP OR DELIVERY

When a carrier makes a pickup at a non-commercial or private location, an additional charge of **\$ 35.00** will apply. This applies to locations such as apartments, camps, churches, farms, mini-storages, schools and other locations. The additional charge includes initial notification for delivery arrangements but does not include inside delivery service or any subsequent notification.

21.0 SORTING AND SEGREGATING

Loading or unloading does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight. A charge of **\$ 1.00 per piece or a minimum of \$ 35.00 per pallet** will be charged for sorting or segregating by marks, brands, sizes, ties, flavors or other distinguishing characteristics.

22.0 STORAGE CHARGES

Freight that cannot be delivered because of the consignee's refusal or inability to accept it will be subject to applicable storage charges.

Storage charges of undelivered freight will begin at 8:00 AM the first business day that freight has been refused. No storage charges will be due when freight is tendered for delivery within 72 hours after the notification has been given. Charges for shipments stored in carrier's possession are **\$ 45.00 per day**.

23.0 REDELIVERY, RECONSIGNMENT OR DIVERSION

Prior to tender: \$ 36.00 per shipment

After tender: Rate not less than the published rate from originating terminal to ultimate destination in addition to original freight charges.

24.0 LIFTGATE CHARGES

The charges for this service will be paid by the requesting party. Charges for lift gate service will be as follows, **\$ 35.00 per shipment minimum charge.**

24.0 INSIDE PICK-UP AND DELIVERY

Carrier may move shipments from or to positions beyond adjacent loading or unloading areas. 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 with out cost to carrier.

Service will be provided at a charge of **\$ 35.00 per shipment.** A notation of this service must appear on the bill of lading for inside pick-ups or on the delivery and must be initialed by shipper/consignee.

25.0 WEIGHING AND INSPECTION CHARGE

A weight and inspection charge of **\$ 20.00** will apply for any bill where an adjustment to transportation charges has been made due to an inspection or re-weigh that results in a change in the shipment weight or change in commodity NMFC class. The same charge applies when there is a request for empty and full trailer weights.

26.0 TRAILER SPOT

When a Consignor or Consignee requests a trailer be dropped at a specific location a charge of \$ 60.00 per trailer will be assessed.

27.0 EQUIPMENT ORDERED AND NOT USED

When carrier upon receipt of a request to pickup a truckload or volume shipment or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault, or negligence on the part of the carrier, vehicle is not used, the applicable charges shown below will be assessed against the consignor making such request. These charges will not apply if equipment has not yet been dispatched.

0-50 miles a minimum charge of \$200.00 applies

51 to 100 miles a minimum charge of \$300 applies

101 miles and up standard truckload rates apply refer to schedule (A) truckload tariff.

28.0 FUEL SURCHARGE

In applying the provisions of this item, first determine the applicable net freight charges including all applicable increases and/or discounts, if any. The net freight charge so determined will be further subject to the surcharge provided.

DIESEL PRICE	LTL	TL	DIESEL PRICE	LTL	TL
\$1.00 TO \$1.099	0.00%	5.00%	\$3.80 - 3.849	27.00%	32.00%
\$1.10 - 1.149	1.50%	6.50%	\$3.85 - 3.899	27.50%	32.50%
\$1.15 - 1.199	2.00%	7.00%	\$3.90 - 3.949	28.00%	33.00%
\$1.20 - 1.249	2.50%	7.50%	\$3.95 - 3.999	28.50%	33.50%
\$1.25 - 1.299	3.00%	8.00%	\$4.00 - 4.049	29.00%	34.00%
\$1.30 - 1.349	3.50%	8.50%	\$4.05 - 4.099	29.50%	34.50%
\$1.35 - 1.399	4.00%	9.00%	\$4.10 - 4.149	30.00%	35.00%
\$1.40 - 1.449	4.50%	9.50%	\$4.15 - 4.199	30.50%	35.50%
\$1.45 - 1.499	5.00%	10.00%	\$4.20 - 4.249	31.00%	36.00%
\$1.50 - 1.549	5.50%	10.50%	\$4.25 - 4.299	31.50%	36.50%
\$1.55 - 1.599	6.00%	11.00%	\$4.30 - 4.349	32.00%	37.00%
\$1.60 - 1.649	6.50%	11.50%	\$4.35 - 4.399	32.50%	37.50%
\$1.65 - 1.699	7.00%	12.00%	\$4.40 - 4.449	33.00%	38.00%
\$1.70 - 1.749	7.50%	12.50%	\$4.45 - 4.499	33.50%	38.50%
\$1.75 - 1.799	8.00%	13.00%	\$4.50 - 4.549	34.00%	39.00%
\$1.80 - 1.849	8.50%	13.50%	\$4.55 - 4.599	34.50%	39.50%
\$1.85 - 1.899	9.00%	14.00%	\$4.60 - 4.649	35.00%	40.00%
\$1.90 - 1.949	9.50%	14.50%	\$4.65 - 4.699	35.50%	40.50%
\$1.95 - 1.999	10.00%	15.00%	\$4.70 - 4.749	36.00%	41.00%
\$2.00 - 2.049	10.50%	15.50%	\$4.75 - 4.799	36.50%	41.50%
\$2.05 - 2.099	11.00%	16.00%	\$4.80 - 4.849	37.00%	42.00%
\$2.10 - 2.149	11.50%	16.50%	\$4.85 - 4.899	37.50%	42.50%
\$2.15 - 2.199	12.00%	17.00%	\$4.90 - 4.949	38.00%	43.00%
\$2.20 - 2.249	12.25%	17.25%	\$4.95 - 4.999	38.50%	43.50%
\$2.25 - 2.299	12.50%	17.50%	\$5.00 - 5.049	39.00%	44.00%
\$2.30 - 2.349	12.75%	17.75%			
\$2.35 - 2.399	13.00%	18.00%			
\$2.40 - 2.449	13.25%	18.25%			
\$2.45 - 2.499	13.50%	18.50%			
\$2.50 - 2.549	14.00%	19.00%			
\$2.55 - 2.599	14.50%	19.50%			
\$2.60 - 2.649	15.00%	20.00%			
\$2.65 - 2.699	15.50%	20.50%			
\$2.70 - 2.749	16.00%	21.00%			
\$2.75 - 2.799	16.50%	21.50%			
\$2.80 - 2.849	17.00%	22.00%			
\$2.85 - 2.899	17.50%	22.50%			
\$2.90 - 2.949	18.00%	23.00%			

\$2.95 - 2.999	18.50%	23.50%
\$3.00 - 3.049	19.00%	24.00%
\$3.05 - 3.099	19.50%	24.50%
\$3.10 - 3.149	20.00%	25.00%
\$3.15 - 3.199	20.50%	25.50%
\$3.20 - 3.249	21.00%	26.00%
\$3.25 - 3.299	21.50%	26.50%
\$3.30 - 3.349	22.00%	27.00%
\$3.35 - 3.399	22.50%	27.50%
\$3.40 - 3.449	23.00%	28.00%
\$3.45 - 3.499	23.50%	28.50%
\$3.50 - 3.549	24.00%	29.00%
\$3.55 - 3.599	24.50%	29.50%
\$3.60 - 3.649	25.00%	30.00%
\$3.65 - 3.699	25.50%	30.50%
\$3.70 - 3.749	26.00%	31.00%
\$3.75 - 3.799	26.50%	31.50%

29.0 OVER DIMENSION FREIGHT

On shipments containing articles fourteen (10) feet or greater in length, a charge of \$50.00 per shipment will be added to the otherwise applicable rates and charges after discount and shall be collected from the party responsible for the payment of the freight bill.

30.0 DENSITY-METHOD OF DETERMINING

Where rates are applicable, according to the density of articles as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces, or packaged articles shall be determined by multiplying the greatest straight-line dimensions (not circumference) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article, piece or package by the cubage ascertained. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

SAMPLE:

48" X 40" X 36" = 69,120 Cu. In. - 1728 = 40 Cu. Ft.

Unit weight = 125 lbs. - 40 Cu. Ft. = 3.13 PCF

3.13 Pounds per Cubic Foot = Density

31.0 MINIMUM CHARGE

Unless otherwise provided, the absolute minimum charge applicable to any shipment after discount, will be no lower than the following:

\$48.00 - Direct shipments Intrastate California.

\$85.00 - Direct shipments Interstate-NV

\$ 90.00 – Direct shipments Interstate-AZ.

32.0 CHARGES FOR WEIGHING SHIPMENT

Whenever the Carrier is requested by the Consignor, Consignee or Debtor to obtain a certified weight from a public scale, or, whenever the Carrier must obtain a certified weight for billing purposes or other legal requirements, the Carrier shall assess a charge of the actual amount paid by the Carrier to the public weight master for each weight certificate obtained and furnished.

33.0 EXPEDITED SERVICE-SPECIAL SERVICES

Upon request by Shipper or Consignee, expedited service requiring a special trip or “same day” delivery, charges for such expedited service will be charged as follows, shipper CODs are not accepted under this provision:

\$ 37.50 per ½ hour or fraction thereof, subject to a minimum charge of one hour.

Expedited service movements performed on Saturdays, Sundays or legal Holidays shall be assessed a charge of \$ 37.50 per ½ hour or fraction thereof, subject to a minimum charge of 6 hours.

Time shall be computed from the time Carrier’s equipment leaves Carrier’s terminal until the time Carrier’s equipment returns to the Carrier’s terminal.

Whenever Carrier is requested to deliver freight at a specific time, an additional charge of \$ 65.00 per shipment will be assessed.

34.0 PICK UP OR DELIVERY SERVICE OTHER THAN REGULAR WORKING HOURS

For services performed at the request of the Consignor or Consignee at a time other than regular working hours (8 am to 5 pm, Monday through Friday) and such services require the reassignment of the Carrier’s available personnel and equipment away from its regular schedule of operations to perform such services, the following charges will be assessed:

\$ 37.50 per ½ hour or fraction thereof, subject to a minimum charge of one hour.

Expedited service movements performed on Saturdays, Sundays or legal Holidays shall be assessed a charge of \$ 37.50 per ½ hour or fraction thereof, subject to a minimum charge of 6 hours.

Time shall be computed from the time Carrier’s equipment leaves Carrier’s terminal until the time Carrier’s equipment returns to the Carrier’s terminal.

35.0 SPLIT PICK UP OR SPLIT DELIVERY

Any shipment requiring a split pick up or split delivery is subject to a \$ 65.00 fee for each split pick up or split delivery.

36.0 PROOF OF DELIVERY CHARGE

The first Proof of delivery is provided free of charge. Any request for an additional Proof of Delivery is subject to a charge of \$ 5.00 for each additional copy.

37.0 SINGLE SHIPMENT CHARGE

Unless otherwise exempt, any one pick up affording only one Bill of Lading is considered a “single shipment” and will be charged a fee of **\$ 10.00**

38.0 DELIVERY RECEIPT RULES

A notation of “Subject to Inspection” or “Subject to Count” on the delivery receipt is not acceptable and is viewed the same as if it were signed clear.

39.0 UNIFORM STRAIGHT BILL OF LADING TERMS & CONDITIONS

See page 2 of Bill of Lading