

SECTION I - GOVERNING PROVISIONS**FUEL SURCHARGE CALCULATION****APPLICATION OF PERCENTAGE INCREASE (SEE NOTES A through F)****Less-Than-Truckload (LTL) Truckload (TL) Fuel Surcharge (FSC)**

All charges for rates and/or charges named in tariffs, contracts or other agreed pricing provisions making reference to this tariff, are hereby or will on their effective dates be increased as provided below. In applying the provisions of this item, first determine the applicable Line Haul charge including all applicable increases and/or discounts, if any. The line rates will be subject to the percentage increase as provided below.

Notes:

A. Minimum fuel adjustment charge is subject to a minimum of \$2.00 per shipment.

B. The term "line haul charges" referred to herein applies to all charges other than accessorial charges.

C. Truckload fuel surcharge application on volume or truckload shipments are defined as shipments rated as a full truckload or shipments that are at weight capacity or shipments moving under exclusive use rates.

D. All shipments will be subject to a fuel adjustment (surcharge) based on a weekly fuel price index. The index shall be the Department of Energy's National Average Diesel Fuel Price Index, after 4:00 PM on Monday of each week. Said Index may be ascertained direct from the DOE by calling (202) 586-6966 each Monday afternoon. If Monday falls on a holiday, the index for the next business day that is not a holiday will be used to determine the applicable fuel surcharges. The surcharge for each (Monday through Sunday) will be based on Monday's DOE index of the previous week. The weekly National Average Fuel Average Index for diesel fuel price each Monday will be adjusted on the following Wednesday. When the price of diesel fuel spikes due to natural disasters, terrorist attacks or other conditions out of the control of an American West (AWEST) carrier, AWEST reserves the right to adjust its' fuel surcharge to the appropriate level to offset the increased cost of fuel.

E. The weekly Department of Energy (DOE) National Average Index for diesel fuel price each Monday (else Tuesday if National holiday) and the Fuel Surcharge Index Table herein shall be used to determine the fuel surcharge to be applied on shipments billed each week. For each increase in the DOE Diesel Fuel Price Index, the fuel surcharge will increase on LTL shipments and on Volume or Truckload shipments. For each decrease in the DOE Diesel Fuel Price Index, the fuel surcharge will decrease on LTL shipments and on Volume or Truckload shipments.

F. When the cost of fuel exceeds \$5.049/gallon, the LTL fuel surcharge will increased .025% for every \$0.025 per gallon of increase, or will decrease .025% for every decrease of \$0.025 per gallon of fuel when less than \$2.00 per gallon. When the cost of fuel exceeds \$5.049/gallon, the TL fuel surcharge will be increased \$0.025 for every \$0.025 per gallon of increase.

See the AMERICAN WEST FUEL SURCHARGE INDEX addendum for applicable charges.

ITEM 100 GOVERNING PUBLICATIONS

This tariff is governed by the following publications, supplements thereto and subsequent reissues thereof.

TITLE/SUBJECT	ISSUING/PROMULGATING ENTITY	ICC DESIGNATION OR FEDERAL GOVERNMENT PUBLICATION
Classification	American Trucking Associations, Inc.	ICC NMF 100 Series
Scope of Operations	American West BMD, Inc. d/b/a American West	ICC AEWS 101
Zip Codes	U.S. Postal Service	National Five Digit Zip Code & Post Office Directory

ITEM 110 DEFINITIONS

1. **Carrier's freight terminal** – the freight depot or station of the carrier at which freight shipment are loaded or unloaded.
2. **Business day or business hours** – that time, other than Sundays or holidays, during which operations are generally conducted by the carrier at the point where service is performed.
3. **Doubles trailer** – a trailer 29 feet or less in length.
4. **Holiday or Legal Holiday** – New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, or any other day generally observed as a holiday by the carrier at the point where service is performed. When the holiday falls on a Sunday, the following Monday will be observed as the holiday.
5. **Shipment (exception to Section 5, Item 110 of ICC NMF 100)** – a lot of freight received from one shipper at one place at one time for one consignee at one destination and covered by one bill of lading.
6. **Truck or Vehicle** – any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, and not more than a combined 60 linear feet of inside floor length, legally propelled or drawn by a single power unit.

ITEM 150 APPLICATION OF TARIFF

This tariff contains terminal service rules and charges for application in connection with shipments moving under rates and other provisions in each other tariff, which is made subject to this tariff as a governing publication. Specific rules, rates, and charges in other AEWS individual tariffs will take precedence over those in this tariff.

ITEM 160 APPLICATION OF RATES – EXCEPTION CLASSES

Exceptions to the class ratings of ICC NMF 100 as shown in tariffs making reference to this tariff will remove the application of the classes of ICC NMF 100, but the exception class rating will apply only from, to or between the points specifically provided by each such item or page upon which the exception rating appears. The exception to the class rating alters the rating only, and will in no way remove or change the packing requirements or other restrictions applicable for the article(s) excepted.

ITEM 175 APPLICATION OF RATES – PHYSICAL LOCATION REQUIRED

Shipments will not be accepted with the destination point shown as a Post Office Box on the bill of lading. The destination must be shown as a physical location to which the shipment can be delivered in normal truck service.

ITEM 210 APPLICATION OF RATES – MINIMUM CHARGE, CUBIC CAPACITY, AND DENSITY**1. ELIGIBLE SHIPMENTS:**

Any shipment which is greater than 750 cubic feet and has an average density of less than four pounds per cubic foot.

2. RATES AND CHARGES:

Eligible shipments will be subject to a minimum charge as follows:

Multiply the total cubic feet by 6 pounds to get the calculated weight of the shipment. Then multiply the calculated weight by the Class 77.5 rate from the applicable AEWS class rate tariff (including amendments thereto and reissues thereof) to get the minimum charge to be used in the application of this item.

3. CONDITIONS – AVERAGE DENSITY:

The average density is based on the total cubic feet of each packaged unit in the shipment. A lot of freight shrink-wrapped onto a pallet or banded to a pallet when tendered will be considered a single packaged unit. The density is figured according to ICC NMF 100 series, Item 110, Sections 8(a) and 8(b). An exception is packaged units described below (see PACKAGING). Trailer space for carrier or shipper loading of the carrier's trailer will not be used to determine the cube of the shipment.

4. FREIGHT BILL INFORMATION:

When this item has application, the carrier's freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge is assessed.

5. NON-APPLICATION OF DISCOUNTS:

Shipments subject to the provisions of this item will not be subject to any otherwise applicable discounts or allowances.

6. PACKAGING (FOR THE PURPOSE OF DETERMINING CUBIC FEET):

Any unit which is packaged in such a way so that other freight cannot be stowed on top of it in the carrier's vehicle will be considered as being 84 inches in height if the actual height is less. This includes units irregularly shaped on top (i.e., machines, etc.); packaged units such as pallets, skids, or cartons banded or shrink-wrapped into a single unit which is *pyramided* or *rounded* on top; and packaged units which are marked with instructions that no freight is to be loaded on top, all of which prohibits the stowing of additional freight on top of that unit.

ITEM 345 ARRIVAL NOTICE AND UNDELIVERED FREIGHT**ARRIVAL NOTICE:**

1. Actual tender of delivery at consignee's place of business constitutes notice of the arrival of a shipment. All other notices of arrival shall be given in the manner described in paragraph (2), unless the consignor has noted prior delivery arrangements on the bill of lading.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment at the destination terminal.
 - a. Notice will be given by telephone if convenient and practical, otherwise by mail or facsimile. The notice, however transmitted, will specify the point of origin, the consignor, the commodity and weight of shipment.
 - b. If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the bill of lading.
 - c. In case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 a.m. On the first business day after it is mailed.

UNDELIVERED FREIGHT:

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier is unable to locate the consignee, or if the delivery cannot be accomplished because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason why it is there.
2. Undelivered shipments will be subject to the applicable storage or detention charges.

ITEM 360 BILLS OF LADING—BILL OF LADING, FREIGHT BILL, AND STATEMENT OF CHARGES (EXCEPTION TO ICC NMF 100, ITEM 360, SECTION 1 (f))**SECTION 1 – Issuance and Requirements:**

- f. When the Payer of freight or other lawful charges requires or requests, as a prerequisite to payment:
 1. Copies of freight bills or statements of transportation charges in excess of the number specified in ICC NMF 100, Item 360, Section 1 (e), a charge of \$4.00 for each such document or copy will be assessed.
 2. The preparation by the carrier of any forms requiring itemization, listings, or description of single or multiple freight bills, for submittal with freight bills or statement of charges, a charge of 33 cents per line of itemization, listing or description, subject to a minimum charge of \$4.00 per page, per copy will be made.
 3. Any forms or copies of forms to be submitted with freight bills or statements of charges, a charge of \$4.00 for each such form or copy will be made.

4. That information not shown on the shipping order at time of shipments be shown on freight bills or statements of charges, a charge of \$4.00 per shipment will be made.

5. That proof of delivery be furnished in any form, a charge of \$4.00 for each document or copy will be made.

ITEM 362 BILLS OF LADING – CORRECTED

Corrected bills of lading or other written or verbal instructions to change description or weight will not be accepted once the shipment has been delivered.

ITEM 364 BILLS OF LADING – ORDER BILLS

On a shipment moving on an order bill of lading, the carrier will assess a charge of \$25.00 to cover the cost of handling such bill of lading. This charge will be in addition to all other applicable charges and will be collected from the party who pays the freight charges.

ITEM 382 CANCELLING ORIGINAL AND REVISED PAGES. EXCEPT THE TITLE PAGE

Unless otherwise provided, an amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with “1st Revised Page”. A revised page cancels any uncanceled revised or original pages, which bear the same page number.

ITEM 407 CLAIMS. LOSS AND DAMAGE

For principles and practices for the investigation and disposition of freight claims, see NMF 100 series.

ITEM 430 COLLECTION ON DELIVERY (COD) SHIPMENTS (EXCEPTION TO ITEM 430 OF IMF 100)

A. COD shipments will be accepted subject to the following provisions and charges. The charge for collecting and remitting the amount of each COD will 3.5 percent of the COD amount subject to a minimum charge of \$52.50.

B. Only the following forms of payment will be accepted in payment of COD amounts:

1. Bank Cashier's Check
2. Bank Certified Check
3. Money Order
4. Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

C. Upon collection of the COD amount of a Collect on Delivery bill, carrier will make remittance to consignor or party entitled to receive same as shown on the bill of lading within reasonable time after collection from the consignee.

D. The charge for collecting and remitting the amount of each COD bill will be collected from the consignee except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier

shall be made payable to the carrier and must not be included in the checks or money orders payable to the consignor. If the consignee refuses to pay the charge for collection, it will be deducted from the amount of the COD in remitting to the consignor.

E. A charge of \$52.50 per shipment will be made for increasing, reducing, or canceling the COD amount. The COD amount will be changed or cancelled only upon receipt of a corrected or revised bill of lading from the consignor.

F. If the C.O.D. is cancelled as provided in paragraph (E) above, then the fee for collecting the C.O.D. as provided in Paragraph (A) above is cancelled.

G. A charge of \$52.50 per shipment will be made for a change of type of payment. The change of type of payment will be charged only upon receipt of a corrected or revised bill of lading from the consignor.

H. C.O.D. shipments will not be accepted for transportation if the C.O.D. amount exceeds \$25,000.00 unless carrier receives prior written notification from the consignor.

COD shipments will not be accepted for transportation if the COD amount exceeds \$25,000.00 unless carrier receives prior written notification from the consignor.

ITEM 435 (See Notes 1 and 2)

COLLECTION OF CHARGES – THIRD PARTY BILLING

When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges to the carrier, the name and address of such third party (see EXAMPLE) must be placed on the bill of lading and shipping order by the consignor at the time of shipment.

EXAMPLE: Bill freight charges to: XYZ Company
123 Main Street
Anywhere, CA 90000

Third party billing will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed in Item 475 herein.

Note 1 – Shipments subject to the provisions of this item must be billed as *prepaid*.

Note 2 – Shipments subject to the provisions of this item will not be accepted if the consignor executes Section 7 of the bill of lading.

ITEM 475

EXTENSION OF CREDIT (INCLUDING LATE PAYMENT PENALTY)

The regulations of the Interstate Commerce Commission at 49 CFR 1320 govern carrier's extension of credit to shippers. As provided by those rules, carrier is making this tariff publication to exercise its options concerning the credit period and collection of expense charges.

Carrier's standard credit period shall be 15 calendar days (i.e., includes Saturdays, Sundays, and legal holidays). The credit period begins the day after presentation of the freight bill as defined in 49 CFR 1320.3.

Notice shall be given on the freight bill, or by separate written notice accompanying the freight bill, that failure to pay freight charges within the credit period may subject those charges to tariff penalties. Although carrier expects its freight bills to be paid within the credit period defined herein, the date for payment of the freight bill before the collection expense charge in this item shall be imposed, is 30 days after expiration of the authorized credit period.

The tariff penalty for non-payment of freight charges within the credit period shall be:

1. If the freight charges are not paid within 30 calendar days after expiration of the authorized credit period, then from and including the 31st day through the 44th day, the following will apply:

- a. Change in discounts and exception ratings: The freight charges shall be the applicable class rate with no exception rating and the allowed discount shall be 50 percent of the normally applicable discount.
- b. Change in commodity rates: The freight charges shall be the normally applicable commodity rate increased by 50 percent (150 percent of the published commodity rate) (see Note).

2. If the freight charges are not paid within 44 calendar days after expiration of the authorized credit period, then from and including the 45th day forward, the following will apply:

- a. Change in discounts and exception ratings: The freight charges shall be the applicable class rate with no exception rating and no discount.
- b. Change in commodity rates: The freight charges shall be the normally applicable commodity rate increased by 100 percent (200 percent of the published commodity rate) (see Note).

Either a revised freight bill or a specific notice of the application of the above assessments as a collection expense charge for late payment shall be provided between 60 and 90 days after expiration of the authorized credit period.

The collection expense charges described herein shall be applied only to the non-payment of original, separate, and independent freight bills and shall not apply to aggregate "balance due" claims on past shipments sought by a bankruptcy trustee or any other person or agent.

The collection expense charges shall not apply to instances of clear clerical or ministerial error such as non-receipt of a carrier's freight bill, shipper's payment check lost in the mail, or carrier's mailing of the freight bill to the wrong address.

Note – The increase commodity rate shall not exceed the class rate applicable at the time of shipment.

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

This item applies when carrier’s vehicle(s) with power unit(s) are delayed or detained either on the premises of the consignor or consignee or as close as thereto as conditions will permit, subject to the following provisions:

SECTION 1 – GENERAL PROVISIONS

Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time it is placed in storage, and shall immediately become subject to the storage charges in Item 910. If the freight is later tendered for delivery, the charge for re-delivery in Item 830 will also apply.

SECTION 2 – COMPUTATION OF TIME

Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Computation of time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt of delivery.

SECTION 3 – FREE TIME

Free time per vehicle stop shall be as follows:

<u>Actual Weight in Pounds</u>	<u>Free Time in Minutes</u>
Less than 1,000	15
1,000 – 2,499	30
2,500 – 4,999	60
5,000 – 7,499	90
7,500 and over	120

SECTION 4 – CHARGES

1. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes (or fraction thereof) beyond free time will be \$20.00, subject to a minimum charge of \$80.00.
2. The amount due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges; and in the case of export shipments, the consignor will be responsible for the charges.

ITEM 501 DETENTION – VEHICLES WITHOUT POWER UNITS

This item applies when carrier’s vehicle without power unit is delayed or detained either on the premises of consignor or consignee, or as close thereto as conditions will permit, subject to the following:

SECTION 1 – GENERAL PROVISIONS

Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier employee assists in loading or unloading or checking the freight, detention charges governing vehicles with power units will apply. When spotted for loading, the bill of lading must show *Shipper Load and Count*.

SECTION 2 – COMPUTATION OF FREE TIME

- A. Commencement of spotting and free time
1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. When trailers are spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee. When trailers are spotted for loading, such time shall commence when the trailer is spotted at the site designated by the consignor.
 2. When trailer is both unloaded and reloaded, each transaction will be treated independently of the other.
- B. Termination of spotting and notification
1. Consignor or consignee shall notify carrier when loading or unloading has been completed and trailer is available for pickup. The trailer will be deemed spotted and detention charges will accrue until such time as carrier receives notification. Notification by telephone, facsimile, or mail shall be given. If notification is by telephone, carrier may require written confirmation.
 2. When a spotted trailer is changed to a vehicle with a power unit at the request of the consignor or consignee, the free time and detention charges will be applied as follows:
 - a. If the change is requested before the expiration of free time for a spotted trailer, free time will cease immediately and detention charges for vehicles with power units will immediately commence with no further free time allowed.
 - b. If the change is requested after the expiration of free time for a spotted trailer, detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

SECTION 3 – CHARGES

After the expiration of free time as provided in Section 2 (A) 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), the charge is \$35.00.
2. For each of the third and fourth 24 periods (or fraction thereof)(Saturdays, Sundays, and holidays excepted), the charge is \$50.00.
3. For the fifth and each succeeding 24 hour period (or fraction thereof)(Saturdays, Sundays, and holidays excepted), the charge is \$70.00.

The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. In the case of import shipments, the consignee will be responsible for the charges. In the case of export shipments, the consignor will be responsible for the charges.

ITEM 515**EQUIPMENT—FORKLIFT SERVICE**

1. On any shipment that requires forklift service for the handling at loading or unloading site (other than at carrier’s terminal), the carrier will endeavor to arrange for the furnishing of such forklift equipment and will charge \$60.00 per hour (or fraction thereof) for each forklift used.
2. Charges shall be computed from the time the forklift equipment is put into actual use in loading or unloading, as the case may be, and shall run until use of the forklift equipment is terminated.
3. Charges accruing under the provisions of this item must be prepaid or guaranteed to the satisfaction of the carrier.

ITEM 520 EQUIPMENT—POWER LIFT GATE SERVICE

When, upon the request of the consignor or consignee, pickup or delivery service is performed with the use of a hydraulic lift gate, the following rates and charges shall be assessed in addition to all other lawfully applicable rates and chargers:

1. When AEWS or its agents or interlines has the equipment to provide the service, the charge will be:

225 cents per 100 pounds (or fraction thereof)
 \$ 30.00 –Minimum Charge
 \$150.00-Maximum Charge

2. When AEWS or its agents or interlines does not have this equipment available at the point where the service is requested, they will (at their option) endeavor to obtain the use of such equipment by rental or from an outside source at a fair and equitable charge and such charge shall be passed through per (3) below.
3. The charges for this service shall be paid by the party for whom the service is performed or must be guaranteed to the shipper.
4. Carrier is not obligated to perform such service where suitable vehicles equipped with lift gate devices are not available and it shall become incumbent upon the consignee to provide the necessary equipment or accessories to effect delivery. Service will only be rendered at locations that are safe and accessible to the vehicle.

ITEM 565 FRACTIONS

For the purpose of disposing of fractions, fractions of less than one-half cent shall be dropped, and fractions of one-half cent or greater shall be increased to the next higher whole cent.

ITEM 566 HANDLING FREIGHT NOT ADJACENT TO VEHICLE/INSIDE 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 herein.

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, when necessary, the labor to operate same is provided without cost to the carrier.

Service provided under this item will be assessed a charge of 450 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$45.00 per shipment and a maximum charge of \$450.00 per shipment.

The charges provided in this item will include residential delivery (see Note) where applicable and will be in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

Note – *Residential* shall include a private residence, apartment, camp (other than military, church, country club, estate, farm, ranch, rectory, or school).

ITEM 570 **IMPRACTICABLE OPERATIONS**

Pickup 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 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 disturbances as tending to create reasonable apprehension of danger to persons or property.

ITEM 580 **MARKING OR TAGGING FREIGHT—CHANGING MARKINGS OR TAGS**

According to the instructions of shipper or consignee, carrier will change or alter the markings or tags on any package or pieces of freight subject to a charge of \$1.75 per package or piece of freight on which the markings or tags are changed or altered, subject to a minimum charge of \$30.00 per shipment.

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

ITEM 610 **MINIMUM CHARGE**

Except where provisions are made in individual items or tariffs making reference hereto, the lowest charge for one shipment will be \$95.00 for the line-haul movement (i.e., \$95.00 excluding any applicable accessorial charges).

ITEM 611 **MINIMUM CHARGE—SPECIAL EQUIPMENT**

The minimum Charge columns and the LSC columns (less than 500-pound minimum weight) in rate items shall not apply to shipments requiring blanket wrap or air-ride service. Such shipments are subject to (1) a minimum weight of 500 pounds, and when the actual weight is less than 500 pounds, the shipment shall be rated as 500 pounds; and (2) a maximum discount of 45 percent.

ITEM 647 **NOTIFICATION PRIOR TO DELIVERY—DELIVERY APPOINTMENTS**

When shipments are tendered for delivery with the request that a delivery appointment be scheduled, a charge of \$15.00 per shipment will be assessed. Such charge will be in addition to all other lawful and legal charges.

ITEM 650 OPERATING RIGHTS

The operating rights for American West BMD, Inc. d/b/a American West and for carriers participating in through joint line rates named herein are published in Scope of Operations Tariff, ICC AEWS 101 (see Item 100—Governing Publications).

ITEM 720 PAYMENT OF CHARGES

All rates, charges, and other amounts subject to this tariff are stated in United States currency and are to be paid in lawful money of the United States.

**ITEM 750 PICKUP OR DELIVERY SERVICE—GENERAL
(DOES NOT APPLY WHEN ITEMS 751, 752, 754, 755, OR 756 ARE APPLICABLE)**

Except as other wise provided, rates subject to this tariff include one pickup and loading and one tender for delivery and unloading of a shipment by the carrier.

1. LOADING BY CARRIER

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 the vehicle. Loading includes stowing and counting of the freight in or on carrier's vehicle except where by previous arrangement with the shipper the freight is to be loaded and counted by the shipper with *shipper's load and count* noted on the bill of lading. (See Item 566 for handling freight at positions not immediately adjacent to the vehicle.)

2. UNLOADING BY CARRIER

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

3. RESTRICTION ON LOADING OR UNLOADING BY CARRIER

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting, or segregating of freight or the carrier's furnishing rigging or special loading or unloading equipment.

4. LOADING BY CONSIGNOR OR UNLOADING BY THE CONSIGNEE

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 its own expense the loading or unloading of the shipment on or from the carrier's equipment.

5. WAIVER OF DELIVERY RECEIPT

When consignor or owner of a shipment has made written arrangements with the carrier, freight consigned to construction sites (or other places when no representatives of the consignee are available to acknowledge receipt of the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

ITEM 751 PICKUP OR DELIVERY SERVICE—NEW YOUK. NY GARMENT AREA

1. Except as otherwise provided, when the carrier or its agent performs pickup or delivery service at any location described in Number 4 below, a charge of 400 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$25.00 per shipment, will apply in addition to other charges including any other accessorial charges.
2. All of the charges, including the charges in this item, on a shipment destined for delivery to any address within the area referred to in Number 4 below, **MUST BE PREPAID** by shipper.
3. The charges provided in Number 1 above will not include the services of packing, unpacking, erecting, dismantling, fork lift, inspection of property, inside delivery, power lift gate, segregating, sorting or other similar services.
4. The locations for which this item has application are parts of the Borough of Manhattan as follows:

<u>AVENUES</u>	<u>RANGE OF NUMBERS</u>
Avenue of the Americas	900 thru 1060
Broadway	1302 thru 1450
Fifth Avenue	358 thru 485
Sixth Avenue	900 thru 1060
Seventh Avenue	450 thru 587
Eighth Avenue	494 thru 590

<u>STREETS</u>	<u>RANGE OF NUMBERS</u>
35 th Street	1 East thru 16 East: 1 West thru 370 West
36 th Street	1 East thru 16 East: 1 West thru 370 West
37 th Street	1 East thru 16 East: 1 West thru 357 West
38 th Street	1 East thru 16 East: 1 West thru 348 West
39 th Street	1 East thru 16 East: 1 West thru 353 West
40 th Street	1 East thru 16 East: 1 West thru 358 West
41 st Street	1 East thru 16 East: 1 West thru 351 West

ITEM 752 PICKUP OR DELIVERY SERVICE—CONVENTIONS. EXHIBITIONS. FAIRS OR SHOWS

GENERAL APPLICATION

The provisions of this item apply when a shipment is to be picked up or delivered at a convention, fair or show site, or at an exhibition hall, whether temporary or permanent.

CHARGES

1. Shipments requiring pickup or delivery at a convention, exhibition, fairs or show site will be assessed an additional charge of 400 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$30.00 and a maximum charge of \$400.00 per shipment.
2. All charges on shipments moving to a convention, exhibition, fair or show must be prepaid.

ITEM 754 PICKUP OR DELIVERY SERVICE—SUNDAYS OR HOLIDAYS

1. The carrier is not obligated to furnish pickup or delivery service on Sundays or holidays.
2. When the consignor or consignee requests carrier to pick up or deliver freight on Sundays or holidays, and the carrier agrees to perform the requested service, such service will be subject to a charge of \$65.00 per man per hour (or fraction thereof, minimum charge of \$500.00 per man, per day. Such charge shall be in addition to all other applicable charges.
3. Computation of the time shall commence 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 the premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by the driver or a signed bill of lading or delivery receipt.
4. 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.

ITEM 755 PICKUP OR DELIVERY SERVICE—SATURDAYS

1. The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays.
2. When consignor or consignee requests carrier to pickup or deliver freight on Saturday, and the carrier agrees carrier agrees to provide the requested service, such service will be subject to a charge of \$40.00 per man, per hour (or fraction thereof), minimum charge \$350.00 per man, per day. Such charge shall be in addition to all other applicable charges.
3. Computation of time shall commence upon notification by the driver to responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee, and shall end upon completion of loading and receipt by the driver of a signed bill of lading or delivery receipt.
4. Charges must either be paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

ITEM 756 PICKUP OR DELIVERY SERVICE—DELIVERY AT MINE SITES

Shipments delivered to the site of a mine shall be assessed an additional delivery charge of 42 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$17.00.

ITEM 765 PRECEDENCE OF RATES

1. When a rate or charge is named or restricted to apply for a specific shipper, consignee, or third party, or to or from designated facilities, such rate or charge takes precedence over all other rates or charges, whether specific or distance, that might otherwise be applicable.
 - a. The provisions of only one discount, allowance and/or exception, or FAK rating, whether named in this tariff, or any other tariff, or contract agreement, will be allowed per shipment.

- b. If more than one discount, allowance and/or exception, or FAK rating is in effect for a particular shipment, the discount, allowance, exception or FAK rating or provision in effect for the account of the payer of the freight charges shall take precedence, providing the name of such payer is shown on the original bill of lading at the time of shipment.
 - c. If more than one discount item has been published for the same consignor, that item having the latest effective date will take precedence and be the applicable item.
2. When transportation is performed by carrier under its MC208921 contract carrier authority, the rates and other provisions contained in the written, bilateral contract for said service shall take precedence over the rates named in this tariff.

ITEM 770 PREPAYMENT—EXPORT AND IMPORT SHIPMENTS

- 1. All charges on shipments for export transported under rates named subject to this tariff must be prepaid (including all accessorial service charges, all charges paid longshoremen, stevedores, public loaders, and riggers, and charges covering top wharfage), except where special arrangements have been made by shipper, owner, or consignee with the motor carrier to collect motor freight charges at port of export.
- 2. Motor carrier will not advance, collect nor be responsible for ocean charges.
- 3. On each shipment, the full name and address of the shipper must be clearly shown on the applicable bill of lading and carried forward on the motor carrier freight bill for proper information to the ocean carrier.

ITEM 780 PROHIBITED OR RESTRICTED ARTICLES

- 1. Property of extraordinary value.
 - a. Unless otherwise provided, the following property will not be accepted for shipment nor as premiums accompanying other articles:

Bank Bills	Notes
Currency	Original works of art
Deeds	Postage stamps
Drafts	Precious stones
Jewelry, other than	Revenue stamps
costume or novelty	Stamps or coupons having
Letters, with or without	exchange value of any kind
stamp affixed	Valuable collections or
Museum exhibits or	collectors items
articles of antiquity	Valuable papers of any ind
 - b. Articles of extraordinary value will not be accepted for shipment nor as premiums accompanying other articles. Extraordinary value is deemed to be any shipment whose actual value exceeds twenty (\$20.00) per pound.
 - c. Electronic, mechanical or engineering apparatus of custom or single or limited manufacture (one-of-a-kind) shall be deemed as having extraordinary value.

2. Freight liable to damage other freight or equipment.

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

ITEM 810 PROTECTIVE SERVICE

Protective service from heat or cold requiring mechanical, temperature control equipment will not be provided.

ITEM 820 RECONSIGNMENT OR DIVERSION

A request for the re-consignment or diversion of a shipment will be subject to the following definitions, conditions, and charges:

A. Definitions of re-consignment or diversion:

1. For the purpose of this rule, the terms re-consignment and diversion are considered to be synonymous and the use of either will be considered to mean:

- a. A change in the name of the consignor or consignee.
- b. A change in the place of delivery within original destination point.
- c. Relinquishment of a shipment at point of origin.
- d. Refused shipment being returned to the original shipper.

2. For the purpose of this rule, the term original destination point shall be that address within a village, town, or city OR other point that appears on the bill of lading at the time of shipment.

B. Conditions:

1. Request for re-consignment must be made or confirmed in writing by the party with the authority to order the re-consignment. Conditional request are not acceptable.
2. Carrier will make a diligent effort to execute a request for a re-consignment but will not be responsible if such service is not effected.
3. All charges applicable to the shipment, whether accrued or accruing, must be prepaid by the consignor or guaranteed in writing to the satisfaction of the carrier before re-consignment will be made.
4. Only entire shipments, not portions of shipments, may be re-consigned.
5. Any remarking or retagging will be subject to Item 580.
6. Instructions for re-consignment of COD shipments will be accepted only from the consignor.
7. Shipments for export having the destination pier, dock, pier terminal, transit shed or wharf changed after carrier has received the freight will be subject to the charges provided in this item.
8. Re-consignment of collect shipments with Section 7 signed must have a written release from the shipper canceling this condition.

C. Charges for re-consignment (as defined in this item):

If re-consignment results in a change:	In the name of the consignor or consignee with no change in the place of delivery	Prior to tender of delivery	\$20.00 per shipment
	In the place of delivery within original destination point:	After tender of Delivery	\$20.00 per shipment
		Prior to tender of	\$20.00 per shipment
		After tender of delivery	\$3.00 per 100 pounds (or fraction thereof), subject to a minimum charge of \$30.00 per shipment and a maximum charge of \$421.38 per shipment or vehicle

D. A handling charge of 100 cents per hundred pounds (or fraction thereof), minimum of \$ 10.00, and a maximum of \$40.00 per each shipment will apply in addition to all other charges:

1. When a shipment is re-consigned by the shipper from one city to move to another city, to either the same or a different consignee.
2. When a shipment is re-consigned by the shipper to be returned to them.

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, a charge of 350 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$35.00 and a maximum charge of \$450.00 per shipment or vehicle, will be made for each such tender and for final delivery.
2. If, in lieu of final delivery at consignee’s place, consignee elects to accept delivery of the shipment at carrier’s premises, a charge of 200 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$20.00 and a maximum charge of \$300.00 will be made.
3. All charges accruing under this rule must be paid or guaranteed by the party requesting redelivery to the satisfactory of carrier.

ITEM 860 RETURNED, UNDELIVERED SHIPMENTS

Undelivered shipments that are returned to the initial shipper will be subject to a charge equal to the original outbound charges. If the shipment is returned before leaving origin terminal, a charge of 300 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$30.00 and a maximum charge of \$325.00, will be assessed.

- | | | |
|--|--------------------------------|-----|
| | Not over 10 lbs. | 120 |
| | Over 10 lbs., not over 30 lbs. | 100 |
| | Over 30 lbs., not over 50 lbs. | 50 |
| | 50 lbs. Or over | 40 |
- b. Minimum charge per shipment: \$30.00
 - c. Maximum charge per shipment per vehicle used: \$300.00
2. All charges provided in this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed and the shipment is released.
 3. Nothing in this item requires the carrier to provide the service described herein.
 4. Each container (carton, package, pail, barrel, drum, etc.) which is handled by the carrier's employee in performing this service will be considered a separate piece. The average weight of each container will be determined by dividing the total weight of the shipment by the total number of pieces, as defined in the preceding sentence.
 5. The carrier will provide one employee for delivery of the shipments described herein.
 6. Shipments of nine or less shipping containers when each container weighs less than 50 pounds will be delivered in a segregated or sorted condition at the request of the consignee without additional charge.

NOTE: Sorting and/or segregating are deemed to mean the separation of the freight by shipping container weight, size or other specific shipping container units, or by purchase order number, markings on the container or by brand names.

ITEM 910 STORAGE

Freight held in carrier's possession by reason of any act or commission of the consignor, consignee or owner (through no fault of the carrier) will be considered stored immediately and will be subject to the following:

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. the first day after notice of arrival has been given. Storage charges will be charged for each succeeding calendar day, including Saturday, Sunday and holidays, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
3. Storage charges on freight will be as follows:

a. **CHARGES**

For each of the first three (3) days	100 cents per 100 lbs. (or fraction thereof)
For each of the fourth (4) thru sixth (6) days	130 cents per 100 lbs. (or fraction thereof)
For the seventh (7) day and each succeeding day	200 cents per 100 lbs. (or fraction thereof)

A. MINIMUMS

Minimum storage charge per day	\$10.00
Minimum storage charge per shipment	\$30.00

B. MAXIMUM CHARGES PER SHIPMENT

For the first 24 hours (or fraction thereof)	\$65.00
For the second 24 hours (or fraction thereof)	\$90.00
For the third and each succeeding 24 hours (or fraction thereof)	\$135.00

4. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by consignor, consignee or owner.
5. Storage charges under this item will not apply and carrier's responsibility ends on the day carrier places the freight in a public warehouse. A charge of 300 cents per 100 pounds (or fraction thereof), subject to a minimum charge of \$25.00 and a maximum charge of \$375.00 per shipment or per vehicle, will be assessed when carrier places the freight in a public warehouse. Carrier will not assume any responsibility for storage charges assessed by such public warehouse.

ITEM 950 TERMINAL CHARGES AT PORT

Except as otherwise specifically provided, shipments delivered to or picked up at wharves or piers are subject to a terminal service charge of 70 cents per 100 pounds (or fraction thereof), minimum charge of \$65.00 per shipment, in addition to all other applicable charges.

ITEM 985 VEHICLE FURNISHED BUT NOT USED

When carrier upon receipt of a request to pickup shipment has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, said vehicle is not used, a charge of \$50.00 will be assessed against the consignor making such request.

ITEM 992 WEIGHT 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 difference between the billed weight and the actual weight is less than five percent, a charge of \$25.00 per shipment or per vehicle will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

Shipping Rules

RULE 1 **SHIPMENT DEFINED**

Except as otherwise provided, a shipment is defined as a single consignment of one or more packages, pieces or bundles tendered to American West for transportation from a single shipper address to a single consignee address.

RULE 5 **SHIPMENTS ACCEPTABLE**

Except as other wise provided, all shipments are acceptable for transportation when the rules and regulations of this tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and consignee.

Shipments of the following commodities will only be accepted for transportation if no value is declared on American West air bill:

- A. Audio or video recordings, original of which no other exist.
- B. Drawings, original, namely but not limited to architectural or engineering, of which no other copies exist.
- C. Industrial or synthetic diamonds.
- D. Personal effects, namely: used clothing, or articles described as personal effects; furniture or household goods, used, not for resale.
- E. Rugs, namely: Oriental or Indian.
- F. Shipments of prototype material, models or one of a kind items.

RULE 10 **SHIPMENTS NOT ACCEPTABLE**

Shipments of the following commodities will not be accepted under any circumstances for transportation:

- A. Furs or fur clothing.
- B. Human remains (including cremated remains).
- C. Live animals, other than lobsters and those animals destined to or originating at medical laboratories, birds, fish, reptiles, or insects.
- D. Horses or cattle stalls.
- E. Valuable articles, namely:
 - Antiques.
 - Archeological artifacts.
 - Artworks or objects of art, including but not limited to; paintings, sculptures or tapestries.
 - Coin collections.
 - Copper, Gold or Silver coins.
 - Gold Bullion, alloys, cyanides, dust, sulfides or other uncoined Gold
 - Jewelry, other than custom.
 - Manuscripts, original of which no other copies exist.
 - Microfilm, microfiche, or magnetic tapes of disks, original of which no other copies exist.
 - Negotiable securities.

AMERICAN WEST

- Paper currency.
- Pearls.
- Platinum.

RULES TARIFF

- Precious stones (cut or uncut).
 - Silver Bullion, alloys concentrates, cyanides precipitate sulfides or other uncoined Silver.
 - Stamps, postage, trading, or revenue.
 - Stamp collections.
- F. Shipments not acceptable under the terms of the Official Air Transport Restricted Articles Tariff No. 6-D, C.A.B. No. 82, airline tariff publishers, company, agent or subsequent revisions and reissues thereof.
- G. Shipments whose carriage is prohibited by law.
- H. Shipments which would be likely to cause damage to other shipments, crew or passengers.
- I. Shipments which require American West to obtain a Federal, State or local license for their transportation.
- J. Shipments improperly packed or packaged.
- K. Shipments of such an inherent nature of defect that transportation could not be furnished by American West without loss or damage to the shipment or its contents.
- L. Shipments not accompanied by proper documentation and necessary information as required by a convention, statute or tariff applicable to such shipment.

For the purpose of ensuring compliance with this rule, all shipments are subject to inspection by American West.

RULE 15**SHIPMENT PREPARATION**

1. American West airbill and Shipping Documents.
 - A. The shipper shall have the duty to prepare and present a non-negotiable American West airbill with each shipment tendered for transportation subject to this Tariff. If the shipper fails to present such airbill to American West at the time of tendering the shipment, American West may accept such shipment if accompanied by a non-negotiable shipping document. No airbill or other shipping documents issued or accepted by American West shall be negotiable. Each document accepted by American West in connection therewith shall be subject to American West's tariff in effect on the date of acceptance of such shipment.
 - B. The terms and conditions of American West's airbill shall apply at all times when the shipment is being handled and be binding upon the shipper, the consignee and American West.
 - C. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the government of the United States.
 - D. Any shipment to be transported between the United States and its possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the government of the United States, and the foreign country or countries concerned.
 - E. Any Shipment transported for the United State Government shall be accompanied, in addition to the airbill, by Government Bill of Lading with the proper number of copies.

2. Packing and Marking Requirements
 - A. Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
 - B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bare appropriate labels.
 - C. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
 - D. Each piece must be legibly and durably marked with the name and address of the consignor or consignee.
 - E. Pieces with floor-bearing weight in excess of 100 pounds per square foot must be provided with a skid or base, which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base shall be included in the gross weight of the piece and must be furnished by the consignor.
 - F. Each piece of a "C.O.D." shipment must be plainly marked to show that it is C.O.D., the number of pieces in the shipment, and the total amount to be collected.
 - G. Containers or boxes must be of sufficient strength to permit other freight to be stacked around and on top of the container or boxes; and have a minimum top-loading capability of 75 pounds per square foot.

RULE 20**ROUTING AND RE-ROUTING SHIPMENTS**

1. American West, exercising due diligence in order to protect all property accepted for transportation, will determine the routing of any shipments not routed by the shipper.
2. In the absence of special contrary instructions by the shippers on the airbill, including an instruction not to substitute any other carrier, American West may divert any shipment, in order to expedite its delivery, to surface transportation:
 - A. where a shipment, because of its size, weight, or contents cannot be accommodated on aircraft over some portion of its routing; OR
 - B. where airlift is unavailable due to weather conditions, mechanical trouble, embargo, strike, or other emergency conditions beyond the forwarder's control; OR
 - C. where a shipment will be unreasonably delayed because on some portion of its routing the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time.

RULE 25**APPLICATION OF CHARGES**

1. Effective Date – all charges will be assessed at the rate in effect on the day of acceptance of the shipment by American West.
2. Dimensional Charges – except as other wise provided, transportation charges will be assessed on the total weight of the shipment based on the greater of the actual weight or the cubic dimensional weight.

Cubic dimensional weight can be calculated as follows:

- A. Multiple length times width times height for each piece of the shipment or each assembly part of the shipment.
- B. Divide the total by 194 cubic inches per pound for domestic shipment or 166 cubic inches per kilogram for international shipments. The result to be rounded to the next whole number to determine total pounds of kilograms.

3. Charges on Mixed Shipments

When articles qualifying for different rates are packed together, charges shall be assessed on the weight of the entire shipment at the highest rate applicable to any article therein.

When articles qualifying for different rates are packed separately in the same shipment, charges will be assessed as follows:

- A. For the purpose of this rule, transportation charges will be assessed on the greater of the actual or cubic dimensional weight (hereafter called chargeable weight) for each differently rated commodity.
- B. On shipments weighing less than 100 pounds, by applying the applicable rate per pound to each commodity of the shipment, subject to the highest applicable minimum charge for the shipment.
- C. On shipments weighing 100 pounds or more, by applying the applicable rate per 100 pounds based on the chargeable weight of the entire shipment to the chargeable weight of each commodity of the shipment, subject to the highest applicable minimum charge for the shipment.
- D. On shipments containing commodities subject to rates based on minimum weight, by applying the rate of the minimum weight (based on the chargeable weight of the entire shipment) times the chargeable weight of each separately rated commodity. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any commodity used in rating the shipment. Any deficit below such minimum weight value will be assessed at the lowest rate applicable to any commodity in the shipment.

4. Charges for Different Minimum Quantities

When two or more rates subject to different quantities are provided on the same commodity in the same shipping form, for the same level of service, from and to the same points over the same route, the lower of the two charges specified below, will apply, subject to the minimum charge:

- A. The charge computed on the quantity shipped at the rate applicable to such quantity, or
- B. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.

5. Rounding procedures

Before computing cubic dimensions, fractions of inches (or centimeters) will be considered as the next greater inch or centimeter.

Fractions of pounds will be assessed at the charge for the next higher pound.

Fractions of one-half kilogram or less will be charged for half-kilogram fractions, and over one-half kilogram will be charged for the next higher whole kilogram.

Fractions of a cent will be rounded to the next higher cent.

RULE 30**CHARGES FOR OVERSIZED SHIPMENTS**

An oversized shipment is defined as any shipment containing one or more pieces whose length, width and/or height measurements exceed the dimensional limitations of the largest standard airline pallet container available to American West for movement between the origin and destination airports.

Transportation of such shipments by American West is subject to airline acceptance. When such shipment is accepted by the selected airline, American West's General Commodity Rates will be assessed based on the higher of the actual shipment weight or the minimum weight charge of \$40.00 for the shipment will be assessed in addition to all other applicable charges.

RULE 35**CHARGES FOR RESTRICTED ARTICLE SHIPMENTS**

Shipments containing articles subject to the following tariffs will be assessed American West's General Commodity Rates subject to a minimum of \$75.00:

- A. Official Air Transport Restricted Articles Circular No. 6-D.
- B. International Air Transport Association (IATA), Dangerous Goods Regulations.
- C. International Aviation Organization (ICAO) Technical Instructions.
- D. D.O.T. Hazardous Materials Regulations.

A service charge of \$35.00 will be assessed in addition to all other applicable charges.

RULE 40**PAYMENT OF CHARGES**

All rates and charges published in tariffs governed by this tariff are stated in United States currency and are payable in such currency.

All charges applicable to a shipment are payable in cash at the time of acceptance by American West in the case of a prepaid shipment (i.e., a shipment on which the charges are to be paid by the shipper) or at the time of delivery by American West in the case of a collect shipment (i.e., a shipment on which the charges are to be paid by the consignee).

EXCEPTION 1: Upon the receipt of the shipper or consignee and upon proof of credit standing acceptable to American West, credit will be extended for a period of seven (7) days from the date of billing by American West. Bills will be issued to such credit accounts within 72 hours after movement, unless the day of mailing falls on a Sunday or a legal holiday, the bill will be mailed on the first day thereafter.

EXCEPTION 2: The shipper shall not be liable for any such unpaid charges against a collect shipment where American West has extended credit to the

consignee, unless the shipper has guaranteed in writing, the payment of the charges in accordance with Rule No. 65.

EXCEPTION 3: The consignee shall not be liable for any such unpaid charges against a prepaid shipment where American West has extended credit to the shipper.

RULE 45**SHIPPER AND CONSIGNEE LIABILITY**

The shipper, consignee or party responsible for payment of charges shall be liable, jointly and severally, to pay or indemnify American West for all claims, fines, penalties, damages, cost or other sums which may be penalties, damages, cost or other sums which may be incurred, suffered or disbursed by American West by reason of any violation of any rules contained in applicable tariffs of any other default of the shipper or such other parties with respect to a shipment. American West shall have a lien on the shipment for all sums due and payable to American West. In the event of non-payment, American West shall hold the shipment subject to storage as provided under the Storage Rule and dispose of the shipment at public sale, paying itself out of the proceeds of such sale all sums due and payable, including storage charges. No sale or disposal pursuant to this rule shall discharge liability to any greater extent than the proceeds thereof less selling expense, if any, and the shipper plus all other parties claiming an interest in the shipment shall remain jointly and severally liable for any deficiency.

RULE 50**C.O.D. (COLLECT ON DELIVERY) SHIPMENTS**

1. C.O.D. (Collect on Delivery) service will be provided by American West subject to the following conditions:
 - A. The amount of the C.O.D. to be collected from the consignee must be entered on American West airbill by the shipper in the space provided. American West shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper.
 - B. The letters "C.O.D." and the total amount to be collected on delivery must be legibly and durably marked on each piece of a C.O.D. shipment by the shipper.
 - C. In the absence of a declaration of value by the shipper on a C.O.D. shipment, the declared value will be determined in accordance with the rule.
 - D. The full amount of the C.O.D. is payable in cash or by certified check or money order, payable to the shipper, except when the shipper, in writing or by endorsement on the airbill, authorizes American West to accept the consignee's company or personal check made payable to the shipper for C.O.D. amount only. American West's sole responsibility shall be to secure the check and to exercise due care and diligence in forwarding it to the shipper, and the charge for collecting and remitting must not be included in the check or money order made payable to the shipper.
 - E. No privilege of examination or trial will be given prior to the collection of the C.O.D. No partial collection of the amount of the C.O.D. will be made. No partial delivery of a C.O.D. will be made unless the full amount of the C.O.D. has been collected.
 - F. The disposition of refused or unclaimed C.O.D. shipments, including re-consignments to a new consignee at a new address, or the release of

a C.O.D. amount, may be arranged for by the shipper only in the following manner:

- a. By instructions placed on the airbill at the time of shipment.
 - b. By written order to American West at origin, who will transmit such instructions to American West's office at destination at the expense of the shipper.
- G. C.O.D. shipments containing perishable articles refused or unclaimed at destination will be subject to provisions in Rule 95 (E). All other C.O.D. shipments refused or unclaimed will be held subject to storage as provided in Rule 90.
- H. For collecting and remitting the amount of the C.O.D., the following service charges will be made:

WHEN THE AMOUNT CHARGE FOR COLLECTING & COLLECTED IS REMITTING C.O.D. WILL BE

\$999.99 and less	\$20.00 minimum charge
\$1000.00 - \$9999.99	\$20.00 for the first \$10,000 plus \$3.00 per \$100 (or fraction thereof) over \$1000
\$10,000 and over	\$200.00 for the first \$10,000 plus \$3.00 per \$100 (or fraction thereof) in excess of \$10,000

2. C.O.D. (collect on Delivery) service WILL NOT be provided on the following types of shipments:
- A. Shipments requiring prepayment or guarantee of transportation charges pursuant to Rule 65 of this tariff.
 - B. A shipment on which the total amounts to be collected on delivery exceeds \$50,000.
 - C. Shipments on which assembly or distribution service is performed.
 - D. C.O.D. pieces will not be accepted on the same airbill with pieces not moving C.O.D. Only pieces covered by on the C.O.D. amount will be accepted on one airbill.
 - E. C.O.D. shipments to points in Alaska will not be accepted.

RULE 55

LIMIT OF LIABILITY

In consideration of American West's rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment, as determined below and in the case of a declared value in conjunction with Rule No. 80 (See Note 1 below) the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions stated below and Rule No. 80 where applicable and that the total liability of American West shall in no event exceed: (Subject to Note 4 below).

1. For shipments or pieces not having value:
- A. \$0.50 per pound multiplied by the number of pounds (or fraction thereof) of each piece(s) of the shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, plus the

- amount of any transportation charges relating to such shipment or piece for which American West may be liable, or
- B. The amount of any damages actually sustained whichever is the least.
2. For a piece(s) of a shipment whose value has been separately declared pursuant to Rule No. 80 (A) (1) (b):
- A. The declared value of the piece(s) which may have been damaged or destroyed (but not less than \$50.00 per shipment), or the actual value of the piece, whichever is less, plus the amount of any transportation charges for which American West may be liable or
 - B. The amount of any damages actually sustained whichever is the least.
3. For shipment having a value declared on the total shipment pursuant to Rule No. 80 (A) (1) (a):
- A. In the case of loss, damage or destruction of the entire shipment, the declared value of the shipment (but not less than \$50.00 per shipment) or the actual value of the shipment, whichever is less, plus the amount of any transportation charges for which American West may be liable, or
 - B. In the case of loss, damage or destruction of part of the shipment, the average declared value per pound of the shipment (see Note 2) multiplied by the number of pounds (or fraction thereof) of each piece (see Note 3) of the shipment which may have been lost, damaged, or destroyed (but not less than \$50.00 per shipment or the actual value of each piece (s), (see Note 3) whichever is less, plus the amount of transportation charges for which American West may be liable, or
 - C. The amount of any damages actually sustained whichever is the least amount.
4. The total liability of American West shall in no event exceed:
- A. The value of the shipment as determined pursuant to Rule No. 85, or
 - B. The actual value of the shipment at the time and place of the shipment (if such actual value is less than the declared value), or
 - C. The amount of any damages actually sustained whichever is the least.

NOTE 1: For purposes of this rule, declarations of value equivalent to or less than \$0.50 per pound will be null and void.

NOTE 2: The average declared value per pound of a shipment shall be determined by dividing the declared value of the shipment by the chargeable weight of the shipment.

Example:

Declared Value: \$10,000.

Average declared value per pound equals \$10,000 divided by 1,000 pounds, or \$10.00 per pound.

Number of Pieces: 2 at 100 and 900 pounds respectively.
Declared value per piece equals \$10.00 per pound times 100 and 900 pounds or \$1,000 and \$9,000 respectively.

NOTE 3: As used in this rule, the term “piece(s)” means each piece tendered loose or as part of a containerized or palletized shipment.

NOTE 4: American West’s maximum limit of liability is as stated in Section A of this rule, irrespective of the mode of transportation provided by American West or the form of shipping document accepted by American West.

RULE 60

LIABILITIES NOT ASSUMED

1. American West shall not be liable for any loss, damage, delay, mis-delivery or other result not caused by its own negligence.
2. Without limiting the generality of paragraph (1) of this rule, American West shall not be liable for any loss, damage, delay, misdelivery or other result caused by:
 - a. The act, default or omission of the consignee, shipper or any other party claiming an interest in the shipment.
 - b. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards incident to a state of war.
 - c. The nature of the shipment or defect or inherent vice therein.
 - d. Improper or insufficient packing securing or addressing or any other violation of the terms contained herein.
 - e. Acts or omissions of any person other than American West including compliance with delivery instructions from the shipper or consignee.
 - f. Compliance with laws, government regulations, orders or requirements, or from any cause beyond American West’s control
3. American West shall not be liable in any event for any special or consequential damages (including but not limited to loss of profits or income, loss of a contract, loss of sale, or loss of business) arising from transportation subject to tariffs governed by these rules, whether or not American West had knowledge that such damage might be incurred.
4. American West shall not be liable for loss of money bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value when shipped as personal effects used not for resale.

5. American West shall not be liable for loss or damage caused by or to liquids, fragile or perishable articles enclosed in or shipped as personal effects, used, not for resale.
6. When requested by shipper that American West retain the services of an outside packing firm, forwarder shall not be liable for any damages sustained as a result of improper or poor packaging. It will be the sole responsibility of the owner of equipment to subrogate such claims with packaging firm.
7. American West shall not be liable for shortages or damages of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
8. Consignee acceptance of a sealed container shall be prima facie evidence that the seal(s) and container are intact and that no loss of the contents occurred while in American West's possession.
9. Receipt of the shipment by the consignee without a notation on the airbill of loss, damage, or delay shall be prima facie evidence that the same has been delivered in good condition and in accordance with the airbill.

RULE 65**CHARGES PREPAID OR COLLECT**

Except as otherwise provided, shipments will be accepted either with charges to be prepaid by the shipper or to be collected from the consignee.

- A. The following shipments must be prepaid by the shipper:
 - a. Shipments not equal in commercial value to the transportation charges thereon.
 - b. Household good, used, not for resale, and personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.
 - c. Shipments addressed to consignee at a transient address.
 - d. Shipments to be delivered to Customs.
 - e. Shipments addressed to Canadian or United States Government agencies unless shipped by Government Agent presenting proper Bill of Lading.
 - f. Shipments destined to construction sites, post office boxes, or hotels and motels consigned to guests.
 - g. Shipments addressed to persons restrained of their liberty.
 - h. Shipments destined to exhibition grounds, parks, fairs, or similar enclosures where admission is charged for entrance.
 - i. Shipments addressed to any person and/or organization in care of another person and/or organization.

RULE 70**CLAIM PROCEDURES**

1. All claims for shipments within the United States, except for overcharges, must be made in writing to American West within 60 days after the date of acceptance of the shipment by American West.
2. All claims for shipments moving between points in the United States and points in Canada or points in Puerto Rico, except for overcharges, must be made in writing to American West within 120 days after date of acceptance of the shipment by American West.

3. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to American West must be reported to the American West office at destination within seven (7) days after delivery of the shipment, with the privilege to American West to make inspection of the shipment, its container(s), and packing material within 15 days after receipt of such notice. It is the duty of the consignee to show that the discovered loss or damage occurred during the course of transportation.

4. No claim or loss or damage to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

5. Claims for overcharges must be made in writing to American West within one year after date of acceptance of the shipment by American West.

RULE 75

LIMITATION OF ACTIONS

- A. In the case of shipments destined to points in the United States and Puerto Rico, American West shall not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 70 have been complied with and unless such action is brought within one (1) year after the date written notice is given to the claimant that American West has disallowed the claim in whole or in part.
- B. In the case of shipments destined to points in Canada, the right to damages shall be extinguished if an action is not brought within two (2) years from the date of arrival of the shipment at destination or from the date on which the shipment should have arrived or from the date on which the carriage stopped.

RULE 80

CHARGES FOR DECLARED VALUE

- A. Except as provided in Paragraph B, the shipper may declare a value on the entire shipment, or where the shipment consists of more than one (1) piece, the shipper may declare different values on any piece(s) which is tendered to American West as separately identifiable unit(s) by so indicating on the airbill and specifically and completely describing the contents thereof as to the article(s), weight(s), number of pieces and consignee(s), provided that:
1. If a value is declared on the entire shipment (see Rule 55 (A), Note 1) an additional transportation charge of \$0.60 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds the value of the shipment as determined pursuant to Rule No. 55 (A) (1) (a). American West's liability shall be determined pursuant to Rule No. 55 (A), (3) (a) once a value is declared.
 2. If a value is declared on a piece(s) (see Rule 55 (A), Note 1) an additional transportation charge of \$0.60 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds the value of the piece(s) as determined pursuant to Rule No. 55 (A) (1) (a). American West's liability shall be determined pursuant to Rule No. 55 (A) (2) (a) once a value is declared.

- B. C.O.D. Shipments – the declared value of a C.O.D. shipment shall be the C.O.D. amount to be collected in accordance with Rule No. 100 unless:
1. A higher or lower value is declared on the airbill at the time of receipt of the shipment from the shipper, or
 2. The C.O.D. amount is less than \$0.50 per pound but not less than \$50.00 per shipment.
- C. In the case of shipments destined to points outside the United States and its territories, the declared value of a shipment shall be the value for carriage declared by the shipper on the Shippers Letter of Instructions or other shipping document. In the absence of such other shipping document. In the absence of such declaration of value by the shipper, the declared value shall be \$0.50 for each pound of the shipment. For shipments having a declared value for carriage of \$0.50 per pound or less, transportation charges will be solely on weight or volume basis.
1. For shipments having a declared value for carriage of more than \$0.50 per pound transportation charges will be on a weight or volume bases, plus a valuation charge of \$0.40 per \$100.00 (or fraction thereof), by which such value exceeds \$0.50 per pound, subject to minimum of \$1.00.
- D. Each part of a shipment handled in Assembly or Distribution Service shall be treated as a separate shipment for the purpose of this Rule.

RULE 85**ADVANCEMENT OF CHARGES**

1. Upon request, American West will advance the charges for transportation, cartage, storage, loading, unloading, packaging, and processing not performed by American West, when sufficient guarantee is given by either the shipper or consignee that such charges will be paid. A handling charge of 1% of the amount advanced will be assessed against each shipment, subject to a minimum charge of \$3.00 for each amount advanced.
2. American West will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advancement has been deposited in cash with American West.

RULE 90**STORAGE**

- A. Shipments will be held by American West at destination without charge for three (3) calendar days (excluding Saturdays, Sundays, and legal holidays), computed from the first 8:00 a.m. following notification to the consignee of the arrival of the shipment.
- Exception: Storage charges will not be assessed on shipments lacking proper documentation when advance arrangements have been made with American West by the shipper or the shipper's agent.
- B. After the expiration of such free time, American West will continue to hold such shipments for the shipper and consignee, subject to a charge

of \$0.25 per day per 100 pounds (or fraction thereof), subject to a minimum charge of \$5.00 per shipment per calendar week. If such continued holding is not practical, American West will place the shipment in a public warehouse at the expense of the shipper and consignee, subject to a lien for all transportation, storage, delivery, warehousing and other charges including handling charges of \$0.40 per 100 pounds (or fraction thereof), minimum charge of \$5.00 per shipment.

- C. When the shipment is held by American West after the expiration date of such free time, American West's liability shall be reduced to that of a warehouseman and when the shipment is placed in a public warehouse, American West's liability for the shipment will terminate.
- D. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 a.m. following the receipt of the shipment. At the expiration of thirty (30) calendar days, American West shall return the shipment, or part of the shipment, to the shipper at the shipper's expense subject to a lien for all charges applicable to the shipment or part thereof.
- E. The provisions of Rule 45 shall apply to all shipments, which are stored pursuant to this Rule.
- F. Calendar week, for the purpose of this Rule, means a period of seven (7) successive calendar days, including Saturdays, Sundays and legal holidays.

RULE 95**DELIVERY AND FAILURE TO DELIVER**

- A. Delivery to Consignee
 - 1. Delivery of consignment will be made only to the consignee named on the face of the airbill. Delivery of the consignment shall be made by American West only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the airbill and of this tariff.
 - 2. Since American West will not have control over the consignment while in the custody of Government Officials, a full and complete delivery shall have been made when the consignment has been delivered to Customs House or other Government authorities as required by the law or Customs Regulations then and there in force; and American West has delivered to the consignee any American West's authorization necessary for the consignee to obtain release of the consignment from such Government and has forwarded the notice of arrival referred to in Paragraph B of this Rule.
- B. Notice of Arrival

Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee or the person to be notified. American West is not liable for non-receipt of such notice.

C. Place of Delivery

Except as otherwise provided, the consignee must accept the shipment at the destination airport shown on the airbill.

D. Failure of Consignee to Take Delivery

1. Subject to the provisions of Paragraph E hereof, if the consignee refused or fails to take delivery of the consignment after its arrival at the destination named in the airbill, American West will endeavor to comply or cause compliance with any instructions of the shipper set forth on the face of the airbill. If no such instructions are so set forth, or if such instructions reasonably, cannot be complied with, American West after forwarding to the shipper, notice of the failure of the consignee to take delivery will:

- a. Return the consignment to the airport of departure to await instructions of the shipper, or
- b. After holding the consignment at the place of destination for a period of not less than 30 days, sell such consignment in one or more lots at public or private sale without notice.

2. The shipper will pay all charges and expenses resulting from or in connection with the failure of the consignee to take delivery of the consignment including, but not limited to, carriage charges incurred in returning the consignment. If the consignment is returned to the airport of departure and the shipper refuses or neglects to make such payments within fifteen (15) days after such return, American West will dispose of the consignment or any part thereof, at public or private after giving the shipper at the address stated in the airbill ten (10) days written notice of its intentions to do so.

3. In the event of the sale of the consignment either at the place of destination or at the place to which the consignment has been returned, American West is authorized to pay to itself and other transportation services, out of the proceeds of such sale, any and all charges, advances, and expenses of American West plus costs of sale, holding any surplus subject to the order of the shipper. A sale of any consignment shall, however, not discharge the shipper of any liability hereunder to pay any deficiencies.

E. Disposal of Perishables

When a shipment containing perishable articles is delayed in the possession of American West, or is unclaimed, refused, or threatened with deterioration, American West shall take such steps as due diligence requires for the protection of all parties in interest. If shipper or consignee desires notification by telephone or telegram of actual or anticipated delay at origin, or at destination, shipper shall so specify on the airbill, authorizing collect communication and designating the party and the telephone number or address to be notified. American West will then attempt such notification as soon as is reasonably possible. If, after notification, no further instructions are received, American West reserves the right to reroute the shipment by other means of

transportation or to dispose of it in accordance with the provisions of this paragraph.

RULE 100**ASSEMBLY SERVICE**

Assembly service will be provided by the forwarder subject to the following provisions:

- A. American West will accept two or more parts of a shipment from one or more consignors at point of origin, and will assemble such parts into one shipment for transportation to one consignee at one destination address if, no later than the time of receipt by American West of the first of the parts to be assembled, American West receives written instructions to provide assembly service from the consignor or the consignee (or, from consignee if there be more than one consignor); provided, however, that all parts of the shipment, other than those mislaid, shall be delivered to the consignee at one time, and provide further that all charges applicable to shipments receiving assembly service shall be paid by the consignee if there be more than one consignor.
- B. All parts of a shipment to be assembled will be tendered to American West no later than 24 hours after the receipt of the first of such parts, and parts received after such 24 hour period will be transported as separate shipments at the rate applicable thereto.
- C. The service charge for assembling parts of a shipment will be \$0.50 per part. Subject to a minimum charge of \$1.00 per shipment.
- D. No part of any assembly shipment may be forwarded C.O.D.
- E. A part of shipment, for the purpose of this rule, shall consist of one package, piece or bundle, or two or more packages, pieces or bundles, accepted by American West as a group or unit.
- F. American West will not perform assembly service in connection with any shipment, which is accorded distribution service.

RULE 105**DISTRIBUTION SERVICE**

- A. Upon receipt of written instructions to provide distribution service and when a manifest giving the proper breakdown of the shipment and individual listing the goods to be delivered to each address is received by American West from the consignor or the consignee, or if there is one or more than one consignee, from the consignor, not later than the time of receipt by American West of the shipment, American West will accept a shipment from one consignor at one time at one address, receipted for in one lot, and will segregate the parts of the shipment at its destination, where American West will deliver all of the parts to the consignee or consignees; provided, however, that if the parts of the shipment are not to be delivered to more than one consignee, the shipment must be prepaid.
- B. American West will not perform distribution service in connection with any shipment, which is accorded assembly service.

- C. The service charge for distributing parts of a shipment will be \$0.50 per part. Subject to a minimum charge of \$1.00 per shipment.
- D. A part of a shipment, for the purpose of this rule, shall consist of one package, piece or bundle, or two or more packages, pieces or bundles delivered by American West as a group or unit. A shipper may include as part of a distribution shipment any packages, pieces or bundles consigned to the post office department or any air or surface carrier at the destination of the distribution shipment for the purpose of carriage beyond such destination, provided the shipper shall designate to American West each foreign destined part, if any, of such shipment.
- E. Delivery service will be provided for parts of shipment, subject to applicable rates and charges applied individually to each part.

RULE 110**SIGNATURE SERVICE**

- A. When requested by the shipper, American West will handle shipments under person-to-person signature service from the time of acceptance from shipper at origin to the time of delivery to consignee at destination.
- B. Person-to-person signature service shall mean that each employee of American West shall execute a signed receipt upon accepting custody of the shipment to another employee of American West, to an employee of the direct air carriers or to the consignee, except that no receipt will be secured from the flight crew or attendants of direct carrier's aircraft on which shipments are being transported.
- C. Airbills presented to American West must have the statement "signature service requested" entered by the shipper.

RULE 115**DELIVERY REPORTS**

- A. The time of delivery to consignee will be telephoned to consignor upon his request, subject to the following provisions:
 - 1. The airbill presented to American West at the time shipment is tendered to American West must have the statement "telephone or teletype delivery report requested" entered by the shipper.
- B. A photostatic copy of American West's copy of the airbill showing the time of delivery to consignee will be airtailed to the consignor upon his request, subject to the following provisions:
 - 1. The airbill presented to American West at the time shipment is tendered to American West must have the statement "photostatic delivery report requested" entered by the shipper.
 - 2. A charge of five dollars (\$5.00) per shipment will be assessed for such a delivery report, in addition to all other applicable charges.

RULE 120**CONSTANT SURVEILLANCE SERVICE**

(This service is only applicable to government shipments.)

Constant Surveillance Service is a transportation service that provides constant surveillance over a shipment and includes a signature and tally record. American West will provide the following services:

- A. Maintain a signature and tally record that provides continuous accountability from pickup to ultimate destination and acknowledge awareness of the security requirements on this record. The record will be maintained to the point where material is loaded on board the aircraft and signed for by American West's representative. It will resume upon loading/reloading at the interim or final destination.
- B. Know the nature of the shipment and the procedures to follow in case of an emergency.
- C. For parked aircraft with materials on board ensure that continuous surveillance over the aircraft is provided at all times. Continuous surveillance means an American West employee will keep the shipment in view and stay within 100 feet of the aircraft at all times. As an alternative, the aircraft may be moved to a secured, locked hanger facility which is under general observation of American West's employee at all times.
- D. For materials waiting loading or in transshipment prior to loading on board the aircraft, materials will be under continuous surveillance by an American West employee within 100 feet at all times. As an alternative, materials may be stored in a secure storage crib.
- E. American West will also offer motor transport to/from aircraft loading/unloading point, constant surveillance will be maintained in the motor portions as well as for the air portion of the movement.

The charge for Constant Surveillance Service will be \$95.00 per shipment in addition to all other applicable charges.

RULE 125

INTERNATIONAL ACCESSORIAL CHARGES

- A. Certificate of Origin

Charge for completing and processing the document identifying the contents of the shipment and their country of origin. The Certificate of Origin is required by customs of some importing countries for application of any special preferential tariff rates or discounts and therefore, must usually be certified by the local U. S. Chamber of Commerce, Local U. S. Chamber.

The charge for this service is \$10.00.

- B. Shippers Export Declaration (SED)

Charge for preparing the Shipper's Export Declaration (SED) Form (7525-V). The SED Form is required to show authorization to export any one of the following:

1. Any shipment in excess of \$1,000.00 value.
2. Any shipment of a restricted commodity listed on the commodity control list, regardless of value.

3. Any shipment destined to certain countries.

The charge for this service is \$5.00.

C. Sight Draft

Charge for preparing a Sight, Date or Time Draft (payment instrument) and for distributing documents when a Letter of Credit is not involved.

The charge for this service is \$5.00.

D. Consular Invoice and Processing

Charge for the preparation and processing of destination customs documents which must be visaed by the U.S. resident consulate of the country of importation prior to shipment of the freight. The Consular Invoice must contain the same information as the Commercial Invoice and generally must be in the language of the destination country.

The charge for this service (including messenger service) is at cost.

E. Insurance Certificate

Insurance certification is only offered for international shipments.

Charges for issuing the insurance certificate necessary when the seller provides cargo insurance. The certificate is completed by American West and is transmitted with other shipping and customs documents.

The charge for this service is \$7.50 plus the cost of insurance.

F. Registration of Export Shipment

Charge for preparing the Certificate of Registration, and arranging for the inspection of the freight by the U.S. Department of Customs. Form 4455 is generally required for freight that is being exported for alteration, repair or other processing and will be imported back into the United States.

The charge for this service is \$25.00.

G. Restricted Article Shipments

Restricted Article Shipments and application of charges is defined in Rule 35.

H. Telex/Cable Advice

The fee charged for the transmittal of a telex or cable on behalf of the shipper/consignee.

The charge for this service is \$10.00.

I. Terminal Service Fee (TSF) Consolidation

Charges for preparing HAWB for export HAWB is required for all international shipments, and it is used as a legal document for shipper and consignee.

The charge for this service is \$10.00.

J. Terminal Service Fee (TSF) I.A.T.A.

Charges for preparing airline's I.A.T.A. airbill, to be used as a legal document for banking, shippers receipt and consignee's delivery order.

The charge for this service is \$15.00.

K. Pro-Forma Commercial Invoice

If a shipper does not supply a Commercial Invoice with his shipment, this form is prepared by American West. This form is required by customs in foreign countries for clearing.

The charge for this service is \$5.00.

L. Free Domicile Fee

If a shipper wants to make a shipment to consignee overseas, and wants to pay all charges (customs clearing, delivery and handling).

The charges for this service is \$25.00 plus all overseas charges that will be billed from our overseas agents.

NOTE: Depending on the shipper's volume, these charges are negotiable.

RULE 130

FLORIDA'S SALES AND USE TAX SURCHARGE

Any shipment to be transported within, to, and from Florida will be subject to a 5% surcharge in addition to all other applicable charges. The application of the surcharge will be based on the total transportation charges.