

TARIFF 100

ALLBOUND CARRIER, INC.

MC-962943

**ADDITIONAL SERVICES AND RULES TARIFF
BETWEEN POINTS IN THE UNITED STATES**



This tariff applies on interstate and then only in connection with tariffs making specific reference hereto by TARIFF 100

EFFECTIVE JANUARY 1, 2017

**ISSUED BY
PRESIDENT, FINANCE
ALLBOUND CARRIER, INC.
3540 SEVEN BRIDGES DR STE 150 WOODRIDGE, IL 60517**

Except in instances where this Rules Tariff is subject to a continuing transportation contract, Carrier reserves the right to modify this Rules at any time without prior notice. A current version of the Rules will be available on our website at www.abcarrier.com/tariffs.

PAYMENT RULES AND REGULATIONS

CURRENCY AND PAYMENT OF CHARGES

All rates, charges, or other amounts published in this tariff are stated in U. S. currency and all charges are payable in U. S. currency. Credit card payments will be subject to an additional fee.

Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are “net 30 days” on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

Freight invoices not paid within 30 days are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1½ % per month. In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorney or collection fees in the amount of \$300.00 or 25% whichever is greater.

All disputes of any kind that may require litigation between Allbound Carrier, Inc. as the plaintiff and/or as defendant related to transportation issues will be held at the venue of Allbound Carrier, Inc. choice and the prevailing party will be entitled to reasonable legal fees. In the event it becomes necessary to domesticate and execute on a judgment it will be at further expense to the debtor.

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper’s broker, bank, or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third-party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

PRIORITY OF FREIGHT CHARGE OBLIGATION

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier’s rates, the following rules shall apply:

The intermediary will segregate money due owing to carrier from other accounts. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier set forth at 49 C.F.R §371. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.

When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other business transactions and liabilities.

Carrier preserves recourse for payment of all freight charges to the consignor or the consignee and beneficial owner of the goods.

INTERMEDIARY BROKER, FREIGHT FORWARDER, 3RD PARTY LOGISTICS PROVIDER

A broker is considered to be the agent of the shipper. An instrument within the scope of the Shipper's agent's authority by which an agent intends to bind his principal, does bind him if such intent is plainly inferable from the instrument itself, including but not limited to a rate confirmation, load confirmation, rate sheet and any other document dispatching Allbound Carrier, Inc. to move a load on behalf of the principal of the shipment is considered to be a non negotiable contract with the shipper.

DRIVER SIGNATURE

The signature of Allbound Carrier, Inc.'s driver is to be considered a binding signature within the contract bill of lading establishing a non negotiable contract with the shipper, receiver and Allbound Carrier, Inc. This driver's signature will acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

DEFAULT PAYMENT TERMS

When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

BILL TO

A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

PAYMENT TERMS

Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.

RATE QUOTE

A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 30 days on LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

THIRD PARTY

A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

EXCLUSIVE USE OF TRAILER

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control.

DETENTION AND LAYOVER — VEHICLES WITH POWER UNITS LABOR AND EQUIPMENT DELAY CHARGES

(Also referred to as: DRIVER DETENTION)

- (1) When Carrier's vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, detention charges will begin upon expiration of the applicable free time allowed, and will end when the pup/set or vehicle is loaded or unloaded and is available for movement.
- (2) Free time will begin when Carrier arrives on or near the premises of Consignor/Consignee. The beginning, ending and non-working times shall be entered into the Carrier's driver hand-held log device by the Carrier's employee and that will be binding on each party.

The following charges and provisions will apply:

- a) \$60.00 for each 60 minutes or fraction thereof, subject to a minimum charge of \$60.00
- b) Free time will be determined as follows: the first 2(two) hours are free.
- c) Carrier Employee non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from computation of free time.
- d) The detention charges will be assessed to the paying party in addition to all other transportation charges.
- e) \$200 for each 24 hour period on Dry Van Equipment
- f) \$300 for each 24 hour period on Refrigerated Equipment

If the Consignor/Consignee cannot guarantee that physical loading/unloading will commence within 30 minutes of the time that the Carrier arrives on or near the premises of Consignor/Consignee, the carrier may consider the shipment(s) refused through no fault of the Carrier and the shipment(s) will then become subject to redelivery, dry run, detention, storage charges or any other applicable charges.

LABOR AND EQUIPMENT DELAY CHARGES – DETENTION – VEHICLES WITHOUT POWER UNITS (TRAILER DETENTION)

- (1) When Consignor/Consignee delays Carrier's equipment for loading or unloading on or near the premises of Consignor/Consignee, Detention charges will begin upon expiration of the applicable free time allowed, and will end when the equipment is available for Movement.
- (2) Free Time will begin when the equipment is available for loading or unloading.
- (3) The following charges and provisions will apply:
 - (a) **\$150.00** per Trailer for each 24-hour period or fraction thereof, excluding non-Business Days.
 - (b) Free time will be 24 hours, excluding non-Business Days.
 - (c) The detention charges due the Carrier will be assessed against the shipper in the case of spotting for loading and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.
 - (d) Subject to Carrier's discretion and the availability of equipment, Carrier may spot trailer for unloading on the premises or designated site as requested by Consignee providing a delivery receipt is tendered to Carrier at the time that the trailer is spotted.
 - (e) Carrier responsibility for shipments will begin when Carrier takes possession, custody, and control of shipments, and will end when Carrier spots equipment pursuant to Consignor or Consignee's request.
 - (f) Charges are applicable when, through no fault of the Carrier, loaded or partially loaded vehicles are detained at the United States or Canadian Customs offices, at inland truck sufferance warehouses in Canada or at the Carrier's terminal for the purpose of clearing customs.

TRAILER RENTAL

When a shipper or consignee's detainment of spotted equipment causes carrier to utilize rental trailers, the party responsible for the detainment will be assessed a fee per rental trailer based on time required for a driver's round trip to obtain and return equipment from the rental facility.

The following fee will be assessed for each trailer rented:

\$50.00 for each 15 mins or fraction thereof subject to a minimum charge of **\$60.00**

PAYMENT PROTECTION

Carrier reserves the right to withhold delivery as a mechanics lien for any shipment in route for any unpaid freight bills that may involve parties named on the Bill of lading, the shipper, consignee and or a third party "Bill to" or the dispatching broker and or by a known indirect intermediary participating in the shipment at issue for a multi-brokered transaction.