ATS SPECIALIZED, INC.

MC-290227

RULES TARIFF

Naming

RULES AND CHARGES

For Terminal and Special Services

Governing the Transportation of
Commodities which are
subject to rate tariffs
making specific reference hereto

Via All Motor Routes

Applicable on Interstate and Foreign Commerce Only

For Governing Publications, see Item 5

Issued 01/01/16

Effective: 01/01/16

Issued by:
James Fagan
Director of Risk Policy
725 Opportunity Drive
PO Box 1377
St. Cloud, MN 56302-1377

1-800-328-2316

ATS SPECIALIZED, INC.

CHECK SHEET

All of the pages have been updated and will show "Original Page #" for the issue date of 01/01/16
The pages and the supplements listed on this page bear issued dates which are the same as,
or are prior to, the issue date of this page.
"0" in the revision column indicates an Original Page. A figure in the revision column indicates
that numbered revision of the page.

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7	0	18	0	29	0*	40	0*		
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10	0*	21	0*	32	0*	43	0*		

* Revised This Date

For explanation of reference marks and abbreviations, see items 1000 and 1050.

Issued by James Fagan, Director of Risk Policy , PO Box 1377, St. Cloud, MN 56302

ATS SPECIALIZED, INC.

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For explanation of reference marks and abbreviations, see Items 1000 and 1050.

Issued by Clellan G. Ahrens, Contracts Pricing Administrator, PO Box 1377, St. Cloud, MN 56302

ATS SPECIALIZED, INC.

GOVERNING PUBLICATIONS			ITEM
GOVERNING TARIFFS			5
This tariff is governed, except as otherwise provided herein, by the following described tariffs and by supplements or loose-leaf page amendments thereto or successive issues thereof:			
TITLE OR KIND OF TARIFF	ISSUING AGENT OR CARRIER	ICC DESIGNATION	
Hazardous Materials	ATA	ICC ATA 111 Series	
Mileage Guide	HGB	ICC HGB 100 Series (See Item #35 herein)	

DEFINITIONS 15

Unless otherwise specifically provided, the following terms are defined, viz:

1. Lowboy Trailer - A semi-trailer having at least two loading levels, the lower of which is not more than 39 inches from the ground or street level.
2. Drop Frame Trailer - A semi-trailer having two loading levels, the lower of which is in excess of 39 inches from the ground to the street level.
3. Expandable Trailer - Any semi-trailer, the dimensions of which may be altered or adjusted either manually or hydraulically by or through the use of (a) Interchangeable or adjustable load carrying beds of varying lengths, or (b) Hydraulically operated load carrying beds of being lowered, raised or extended horizontally to gain additional clearance or more equitable distribution of the lading.
4. K.D. or KD (Knocked Down): The article must be taken apart, disassembled or telescoped in such manner as to reduce its bulk at least 33-I/3% from its normal shipping cubage when set up or assembled. KDF (Knocked Down Flat) means that the article must be disassembled in such manner as to reduce its bulk at least 66-2/3% from its normal shipping cubage when set up or assembled.
5. Loaded Mile - The distance a loaded vehicle travels, via any stops, from origin to destination.
6. Per Ton Mile - 2,000 pounds of freight transported one mile.
7. Legal Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or the day generally observed therefore.
8. Shipment - A shipment is a quantity of freight received from one shipper, at one point of origin, or from places within a single plant, at one time for one consignee at one destination and covered by one bill of lading or written shipping order.
9. Normal Business Hours - The period from 7:00 a.m. to 5:00 p.m., excluding Sundays and legal holidays.
10. Per Vehicle Used - (or per truck used) indicates that in the application of rates, the lading transported on each piece of carrier's equipment shall be treated as a separate shipment subject to the minimum weight provided in connection with the applicable rate.
11. Overdimensional/Overweight Shipment - Any shipment which because of the height, width, length and/or weight requires a special handling permit(s) from any federal, state, or local governmental agency before transportation of such shipment can be accomplished.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

GOVERNING PUBLICATIONS	ITEM
OPERATING AUTHORITY MC 290227 Transportation as a Common Carrier/Contract Carrier of property (except household goods) by by motor vehicle and freight brokerage in interstate or foreign commerce. Carrier reserves the right to provide transportation service through its brokerage, rather than acting as a motor carrier. In the event Carrier chooses to handle the shipment through the broker, Carrier shall not have carrier liability, and 290227 liability and obligations shall be as a broker and not a carrier, In the event that the broker is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that the broker is a carrier.	25
FUEL RELATED SURCHARGE The following prescribed Fuel Related Surcharge will apply and be added as a separate line item charge to the otherwise applicable freight charges when:	34

DOE Fuel Cost Index: (Cents/Gallon)	Fuel Surcharge (Cents/Mile)	DOE Fuel Cost Index: (Cents/Gallon)	Fuel Surcharge (Cents/Mile)
- to 114.9	0	205 to 209.9	18
115 to 119.9	1	210 to 214.9	19
120 to 124.9	2	215 to 219.9	20
125 to 129.9	3	220 to 224.9	21
130 to 134.9	4	225 to 229.9	22
135 to 139.9	5	230 to 234.9	23
140 to 144.9	6	235 to 239.9	24
145 to 149.9	7	240 to 244.9	25
150 to 154.9	8	245 to 249.9	26
155 to 159.9	9	250 to 254.9	27
160 to 164.9	10	255 to 259.9	28
165 to 169.9	10	260 to 264.9	29
170 to 174.9	11	265 to 269.9	30
175 to 179.9	12	270 to 274.9	31
180 to 184.9	13	275 to 279.9	32
185 to 189.9	14	280 to 284.9	33
190 to 194.9	15	285 to 289.9	34
195 to 199.9	16	290 to 294.9	35
200 to 204.9	17	295 to 299.9	36

When the DOE Fuel Cost Index exceeds 259.9 cents per gallon, the fuel surcharge will be 28 cents per mile plus 1 cent per mile for each 5 cents, or fraction thereof, that the index exceeds 259.9 cents per gallon.

The Fuel Cost Index will be based on the weekly National Average Diesel fuel price as determined by the Department of Energy (DOE) and reported each Monday, with the applicable surcharge becoming effective the next day.

For explanation of reference marks and abbreviations, see items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
APPLICATION OF GOVERNING MILEAGE GUIDE Except as otherwise provided for in paragraphs (a), (b) and (c) hereof, the mileage on all shipments will be determined by utilizing the practical route as provided for in the Rand McNally's Milemaker Program, which is based on the mileage guide referred to in item #5. (a) Where the shipper or consignee request transportation of the shipment over a particular route longer than the shortest practical truck route, the mileage over the longer specified route will be used in determining charges. (b) If operation over the shortest practical or specified route is not feasible because of operating hazards, load limitations of the highways or bridges, underpasses or other highway limitations, the mileage computed over the shortest route over which the vehicle transporting the shipment can move will be used in determining the charges. (c) When special permits are required for overdimension and/or overweight lading, the applicable mileage will be that computed in accordance with permit requirements on routes specified therein.	35
APPLICATION OF TARIFF - GENERAL PROVISIONS Rates and provisions named in this tariff, or as amended, are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth in Item 25. All movements shall be treated as interstate shipments, even ones classified as intrastate or exempt. Unless otherwise specifically provided, the provisions are to be interpreted in the same manner as the Federal Motor Carrier Administration interprets the certificate from which they are quoted, with respect to such as implied authority, commercial zones, tacking (of separate authorities), and diversion routes. Except as otherwise specifically provided in this tariff, or in publications governed hereby, rates and charges: (1) Include the services of a truck and driver only, and do not include loading or unloading. Loading is the responsibility of the consignor and unloading is the responsibility of the consignee (See Item 375); (2) Apply per unit of carrier's equipment; (3) Apply only via ATS Specialized, Inc. on traffic handled direct.	45

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CANCELLING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE	55
(1) When this tariff is amended by revised pages, the cancellation of prior pages, EXCEPT THE TITLE PAGE, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason.	
(2) Revisions of each page will be published and filed in numerical sequence.	
(3) Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncancelled revised or original pages, or uncancelled portions thereof, which bear the same page number. SEE EXCEPTION.	
(4) For example: 1st revised Page 10 will have the effect of cancelling Original Page 10; 45th Revised Page 12 will have the effect of cancelling 44th Revised Page 12; 13th Revised Page 4-A will have the effect of cancelling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of the 12th Revised Page 4-A if the cancellation of 12th Revised Page 4-A takes place on or before its effective date.	
EXCEPTION: When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of cancelling such exception previously filed page or portion thereof.	
ADVANCING CHARGES	65
(1) Carrier, acting as agent of the consignor, consignee or owner of the freight, may advance for collection to the party responsible for paying the freight charges the following charges: a. Connecting air, rail, water, or motor carrier freight charges. b. Rigging charges resulting from loading, unloading or repositioning of freight. c. Storage charges. d. Dock, pier, wharf or stevedore fees. e. Bond or custom house fees.	
(2) The service charges for the carrier advancing such charges shall be $10.00 per fee or charge so advanced.	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
ADVERTISING ON CARRIER EQUIPMENT Upon request of any shipper, trailers in the service of the carrier are available for display advertising purposes, subject to the following conditions: 1. Applies only when the shipper orders exclusive use of a vehicle or tenders sufficient freight at one time to fill the vehicle used. 2. The advertising matter must be a removable advertising sign or banner furnished by the shipper, and displayed only while the vehicle is transporting the shipper's goods, and must be securely fastened to the vehicle or lading by the shipper, in such a way that no damage will result to the vehicle. 3. The front of the trailer is specifically excluded. 4. The carrier will assume no responsibility for loss or damage to the advertising signs or banners, nor the return thereof to the shipper. 5. The adverising signs or banners must be so located as not to interfere with lights nor with the marking required by Federal, State, or Municipal Laws, such as registration or license numbers, weights, DOT Certificate numbers, license plates, or other necessary data.	75
BILLS OF LADING 1. Shipments moving under tariffs, schedules or other publications governed hereby are subject to the contract terms and conditions of the Uniform Straight Bill of Lading (see Items 125 and 145). 2. Except as otherwise provided, the name and address of only one shipper and one consignee and only one destination shall appear on a shipping order or bill of lading. 3. When the bill of lading names either an origin or destination of which there are two or more of the same name in the same state, the name of the identifying county must be shown.	115

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 125

UNIFORM STRAIGHT BILL OF LADING - Original - Not Negotiable - Domestic

ATS Specialized, Inc.

725 OPPORTUNITY DRIVE - ST. CLOUD, MN 56301 - Phone (320) 255-7400 **CARRIER**

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

CARRIER'S MFST NO. _____ (B/L NO.)

SHIPPER'S NO. _____

FROM (SHIPPER) AT DATE

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNED TO

DESTINATION STREET CITY COUNTY STATE

ROUTING (STOPS) ORDER NO.

DELIVERING CARRIER VEHICLE OR CAR INITIAL NO.

COLLECT ON DELIVERY

$ _____ and remit to _____

Address City State Zip

NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WT (SUB. TO COR.)	CLASS OR RATE	CK. COL

C.O.D. CHARGE TO BE PAID BY { SHIPPER ☐ CONSIGNEE ☐

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

FREIGHT CHARGES
Check Appropriate Box:

☐ Freight Prepaid ☐ Collect

NOTE: Carriers liability for loss or damage to any article or package transported shall be limited to $1.00 per pound (used machinery) or $2.50 per pound (all other articles) of cargo weight as specified in Carrier's Governing Rules Tariff. To declare a value greater than $1.00 or $2.50 per pound, contact carrier for written alternate rate quote,sign and return quote to ATS and also declare such valuation here _____ By _____ Failure to return signed written alternate rate quote to ATS and pay for greater value charges will revert Carriers liability to $1.00 or $2.50 per pound.

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

PER _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight"

Shipper's Certification " This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

"The boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon and all other requirements of Rule 5 of the Consolidation Motor Freight Classification."

SHIPPER PER _____ AGENT PER _____

Permanent address of shipper, (This Bill of Ladings is to be signed by the shipper and agent of the carrier issuing same)

DELIVERY RECEIPT

DRIVER _____ TRACTOR # _____ TRAILER # _____

LOAD DIMENSIONS: WEIGHT _____ LENGTH _____ WIDTH _____ HEIGHT _____

DETENTION CHARGES: VEHICLES WITH POWER UNITS LOADING UNLOADING

COMPUTATION OF TIME:

Notification of Arrival of Vehicle

Date _____ Time _____ a.m. p.m.

CONSIGNEE/ CONSIGNOR SIGNATURE By _____

RELEASE OF VEHICLE - COMPLETE

Loading or Unload Date _____ Time _____ a.m. p.m.

CONSIGNEE CONSIGNOR SIGNATURE By _____

RECEIVED IN GOOD CONDITION UNLESS OTHERWISE INDICATED ON THIS BILL

UPON CREDIT APPROVAL BY THE CORPORATE OFFICE IN ST. CLOUD, MN., CREDIT TERMS ARE: NET 15 DAYS AS PER ASSM RULES TARIFF 100. IF CARRIER HAS TO RECOVER FREIGHT CHARGES BY MEANS OF COLLECTION PROCESS OR BY LITIGATION, THE PAYOR OF THE FREIGHT CHARGES WILL ALSO BE SUBJECT TO AN ADDITIONAL ONE-THIRD (1/3) OF THE FREIGHT BILL BALANCE.

FIRM _____

BY _____

DATE _____

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CONTRACT TERMS AND CONDITIONS SECTION 1	145

a) The carrier or party in possession of any of the property herein described shall not be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property.

SECTION 2

No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3

a) As a condition precedent to recovery, claims must be filed with any participating carrier having sufficient information to identify the shipment.
b) Claims for loss or damage must be filed withni nine months after the delivery of the property (or in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reeasonable time for delivery has elapsed.
c) Suits for loss, damage, injury, or delay, shall be instituted against any carrier no later than two yeears and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specificed in the notivce. Where claims are not filed or suits are not institued thereon in accordance with the forgoing provisions, no carrier shall be liable, and such claims will not be paid
d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account os said property, so far as this shall not avoid the polices or contracts of insurance, PROVIDED, that the carrier receiving the benefit of sucn insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

SECTION 4

a) If the consigee refuses the shipment tendered for delivery by carrier of if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carriers liablity shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the shipper or the party, if any, designated to receive notice Storage charges, based on carrier's tariff, shall start no sooner than the next day following the attemped notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.
b) If the carrier does not receive disposition instructions within 48 houirs of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CONTRACT TERMS AND CONDITIONS SECTION 4 Cont	145 (cont.)

at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

SECTION 5

a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

SECTION 6

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

SECTION 7

a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the Bill of Lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor

b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

c) Nothing in this Bill of Lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

SECTION 8

If this Bill of Lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another Bill of Lading, the shipper's signature on the prior Bill of Lading or in connection with the prior Bill of Lading as to the statement of value or otherwise, or as to the election of common law or Bill of Lading liability shall be considered a part of this Bill of Lading as fully as if the same were written on or made in connection with this Bill of Lading.

SECTION 9

If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CLAIMS, LOSS AND DAMAGE - APPLICABILITY OF REGULATIONS The regulations set forth in Items 165 through 205 shall govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation, in interstate or foreign commerce, by each motor carrier (hereinafter called carrier), subject to regulation by the FMCSA.	155
CLAIMS, FILING OF a) Claims in Writing Required: A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by a carrier unless filed in writing, as provided in subparagraph (b) below, with the receiving or delivery carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within nine months after delivery of the shipment, or if unable to make delivery, within nine months after loss occurs or otherwise according to the bill of lading or other contract of carriage and all other tariff provisions applicable thereto. b) Minimum Filing Requirements: A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage for transportation, and (I) containing facts sufficient to identify the shipment (or shipments) of property involved, (II) asserting liability for alleged loss, damage, injury or delay and (III) making claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage. c) Documents not Constituting Claims: Bad order reports, appraisal report of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by the carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above. d) Claims Filed for Uncertain Amounts: Whenever a claim is presented against a proper carrier for an uncertain amount, such as "$100 more or less" the carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above. e) Other Claims: If investigation of a claim develops that one or more other carriers has been presented with a similar claim of the same shipment, the carrier investigating such claim shall communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.	165
CLAIMS - ACKNOWLEDGMENT OF Each carrier shall, upon receipt of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier shall indicate in its acknowledgment to claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed. The carrier shall, at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt if any, covering the shipment involved. At the time such claim is received, the carriers shall cause the dat of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgment of receipt to claimant.	175

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CLAIMS - INVESTIGATION OF a) Prompt Investigation Required: Each claim filed against a carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. b) Supporting Documents: When a necessary part of an investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an exact copy made there from, certified by the claimant to be true and correct with response to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. PROVIDED, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing. c) Verification of Loss: A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.	185
CLAIMS - DISPOSITION OF Each carrier subject to the FMCSA which receives a written claim for loss, damage, injury or delay to property property transported shall process claims pursuant to 39 CFR § 370. PROVIDED, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof, and it shall retain a copy of such advice to the claimant in its claim file thereon. Claims must be filed within 9 months of the delivery of the freight or in which the freight should have been delivered. Any lawsuit for damage, loss, or delay to freight must be filed within two years and and a day from the declination of the claim. Concealed damage claims must be reported within 15 days of delivery	195
CLAIMS - PROCESSING OF SALVAGE a) Whenever property transported by a carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The carrier shall make an itemized record, sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claims, if any claim is filed thereon. b) Whenever disposition of salvage materials or goods shall be made directly to an agent or employee of a carrier through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers such transaction or relationship, or both as the case may be. c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier shall record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.	205

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CLAIMS - OVERCHARGE OR DUPLICATE PAYMENT	
APPLICABILITY and DEFINITIONS	215

The following rules govern the processing of claims for overcharge and duplicate payment. The following definitions apply to the terms used in this item:

a) "Carrier" means ATS Specialized, Inc. (ASSM)
b) "Overcharge" means to overcharge as defined in 49 CFR § 378. It also includes duplicate payments as defined in paragraph (c) below, when a dispute exists between the parties concerning such charge.
c) "Duplicate Payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
d) "Unidentified Payment" means a payment which the carrier has received for the performance of transportation services but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due.
e) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.

SECTION 1 - FILING AND PROCESSING CLAIMS

a) A claim for overcharge or duplicate payment shall not be paid unless filed in writing with the carrier.
b) A single claim may include more than one shipment provided the claim on each shipment involves the same tariff issue or authority or circumstance.
c) Claims must be made within 18- days of the generation of the freight invoice.

SECTION 2 - DOCUMENTATION OF CLAIMS

a) A claim for overcharge or duplicate payment shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 7. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
b) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
   (1) The rate, classification, or commodity description or weight claimed to have been applicable.
   (2) Complete tariff authority for the rate, classification, or commodity description claimed.
   (3) Copy of front and back of the cancelled check for payment.
   (4) Other documents or data which is believed by claimant to substantiate the basis for its claim.
c) Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
d) Regardless of the provisions of paragraphs (a), (b), and (c) of this section, the failure to provide sufficient information and documentation to allow the carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, carrier will comply with Section 3 to obtain the additional information required.
e) The carrier will accept copies instead of the original documents required to be submitted in this part where the carrier is furnished with an agreement entered into by the claimant which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

SECTION 3 - INVESTIGATION OF CLAIMS

a) Upon receipt of a claim, whether written or otherwise, carrier will promptly initiate an investigation and establish a file as required by Section 4.
b) If carrier discovers an overcharge or duplicate payment which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 7.
c) In the event carrier, in processing the claim, requires information or documents in addition to that submitted with the claim, the carrier will promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Item 195.

SECTION 4 - CLAIM RECORDS

At the time a claim is received, the carrier will create a separate file and assign it a successive claim file number and note At the time a claim is received, the carrier will create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under Section 5. If pertinent to the disposition of the claim, the carrier shall also note that numbers on the shipping order and delivery receipt, if any, covering the shipment involved.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CLAIMS - OVERCHARGE OR DUPLICATE PAYMENT	
SECTION 5 - ACKNOWLEDGMENT OF CLAIMS	215
Upon receipt of a written claim, carrier will acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where carrier has paid or declined in writing within that period. Carrier will include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.	
SECTION 6 - DISPOSITION OF CLAIMS	
The carrier will pay, decline to pay, or settle each written claim within 60 days after its receipt, except where the claimant and carrier agree in writing to a specific extension based upon extenuating circumstances. If carrier declines to pay a claim or makes settlement in an amount different from that sought, carrier will notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.	
SECTION 7 - DISPOSITION OF UNIDENTIFIED PAYMENTS	
a) The carrier shall establish procedures for identifying and properly applying all unidentified payments. If the carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this item shall be applicable.	
b) When carrier discovers that an overcharge or duplicate payment exists for any transportation charge which has not been the subject of a claim, carrier shall create a file as if a claim has been submitted and shall record in the file the date it discovered or was notified of the overpayment. Carrier shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

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ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
COLLECT ON DELIVERY (COD) SHIPMENTS	235

Collection-on-Delivery (COD) shipments are subject to the following provisions and additional charges:

(1) Shipments must be tendered on straight bills of lading with either the letters "COD" or the words "Collect on Delivery", followed by the amount to be collected being prominently displayed on the face of the bill of lading. The name, street, and post office address of both the consignor and consignee must be shown on the bill of lading.

(2) Each package must be plainly marked, labeled, or tagged by consignor to show the letters "COD" and the name and address of the consignor and consignee. COD packages will not be accepted on the same bill of lading with packages other than COD. Only packages covered by one COD bill may be tendered on one bill of lading. the consignor and consignee must be shown on the bill of lading.

(3) If consignor desires to forward invoice or collection papers, such papers must be securely attached to the shipping order copy of the bill of lading and the shipping order must contain a statement that such documents are to accompany shipment to destination.

(4) COD shipments will not be accepted with the privilege of examination or trial of bearing instructions to make partial delivery, nor will COD shipments be accepted with instructions to deliver freight to one party and collect charges from another.

(5) The amount of the COD bill must be collected at the time such shipments are delivered to the consignee. Carrier is authorized, at its option, to accept payment of the COD amount in the form of cash, company or personal checks, or any type of commercial paper enumerated in Article 3, Section 3-103 of the Uniform Commercial Code.

Carrier expressly declines any responsibility to fulfill consignor's requirement to obtain payment of the COD amount in the form of a certified check, bank cashier's check, or any other specific form of commercial paper. Carrier shall not be liable for dishonored, illegal or fraudulent instruments tendered in payment of the COD amount.

(6) When consignor, in writing, or by endorsement on bill of lading and shipping order, requires the carrier to collect from the consignee on delivery, the carrier's liability shall be limited to that of a pick-up agent only. Carrier shall not be liable, except for the exercise of ordinary care and diligence in securing and forwarding the COD amount to the consignor, and the charge for securing and forwarding said COD amount must not be included in the amount remitted to the consignor.

(7) Carrier shall forward said COD payment to the consignor, or other party entitled to receive same as specified on the bill of lading, within thirty (30) days after receipt of the driver's paperwork and COD payment at the carrier's St. Cloud, MN office.

(8) Carrier will, upon written request from the consignor, change the status of a COD shipment by increasing, reducing or cancelling the amount of the COD, subject to the following provisions:

a. The written requrest must be received by the carrier in time to accomplish the change requested prior to effecting delivery of the shipment.

b. A charge of $25.00 per shipment will be made for increasing, reducing, or cancelling COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor.

(9) Carrier's charge for collecting and forwarding the COD payment shall be calculated at the rate of 2% of the COD payment, subject to a minimum charge of $50.00 and a maximum charge of $500.00

The provisions published herein will not, if effective, have an effect on the quality of the human environment.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
COLLECTION OF CHARGES 1) The carrier will not deliver nor relinquish possession of any property transported until all tariff rates and charges thereon have been paid in cash, money order, or bank cashier's check, except where other arrangements have been made in accordance with the rules and regulations of the Federal Highway Administration. If, upon inspection, it is ascertained that the article or articles shipped are not those described in the bill of lading, the tariff charges must be paid upon the article or articles actually shipped. 2) Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America. 3) When carrier has elected to allow a credit period, all freight charges must be paid within 15 days of the date shown on the freight bill. 4) Carrier maintains a lien on all freight in its possession and control to be applied and to satisfy all freight charges in the the possession of Carrier as well as all freight which has been delivered previously.	245
CONTROL AND EXCLUSIVE USE OF VEHICLE 1) Upon request of the consignor and/or consignee, the carrier will furnish a vehicle which will be assigned to, and exclusively used for the transportation of the shipment tendered. The bill of lading must bear a notation indicating that the consignor or consignee requests such exclusive use of the vehicle. 2) On shipments moving under the provisions of this item, charges will be based on 110% of the otherwise applicable rate.	255
CONSTRUCTION OR JOB SITE DELIVERY 1) Delivery to a construction site, when there is no representative of the consignee present to receipt for the shipment, will be made under the following conditions: - The consignor shall endorse on The bill of lading at The time The shipment is received by The carrier a stipulation reading as follows: "The carrier is hereby authorized to deliver this shipment at the destination shown without obtaining a receipt from the consignee or a representative of the consignee, for delivery of the shipment." 2) In the event that no prior arrangements have been made and the carrier is unable to locate someone at the construction site to receipt for the shipment, carrier will attempt to secure authorization from the consignor based on the stipulation previously discussed herein. In the event carrier is unsuccessful obtaining this authorization from the consignor, carrier shall exercise the provisions of Item 575.	265

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
CUSTOMS OR IN-BOND FREIGHT IN-BOND shipments are subject to the following provisions and charges: 1) Shipments must be tendered on straight bill of lading. The words "IN-BOND" must be prominently displayed in the body of the bill of lading and immediately preceding the name of the consignee. 2) Each package or loose articles must be plainly marked, labeled, or tagged by consignor to show "IN-BOND". 3) Shipments moving under the terms of this item are subject to a 40,000 pound minimum weight or actual weight, whichever is greater. 4) In addition to any other applicable charges, a special handling charge of $225.00 will apply per vehicle used to transport the shipment. If carrier is detained at the customs clearance point, detention charges as provided for in Item 285 herein for tractor/trailer combination will apply after the expiration of three free hours and such detention time will be charged to the party responsible for payment of line-haul freight charges. 5) Shipments moving under United States Customs Bond will traverse the clearance point(s) and will be rated as a stop-in-transit shipment subject to the provisions of Item 565, such clearance point being considered a stopoff point for the purpose of applying provisions in Item 565. Stopoff charges provided in Item 565 will not apply unless a portion of the shipment is actually partially loaded or partially unloaded at the customs clearance point.	275
DELAYS IN PICKUP OR DELIVERY, LIMITED LIABILITY FOR Rates and charges for shipments moving under tariffs or contracts governed by this tariff are subject to the limited liability provisions named herein concerning damages claimed due to delays in scheduled pickups and/or deliveries. (a) Liability for damages due to delay shall be limited to an amount not to exceed twenty-five percent (25%) of the applicable freight charges on the cargo being transported on Carrier's trailer involved in such delay. (b) In no event shall carrier assume responsibility for damages attributable to delays due to circumstances beyond carrier's control, such as but not limited to: delays caused by weather conditions, mechanical failure, illness or injury to driver, traffic congestion, highway detours or re-routings, compliance with legal requirements and strikes. (c) Not withstanding anything to the contrary above, in no event shall carrier be liable for any damage resulting from loss of use, profit, or business, or for any special, indirect, incidental, punitive or consequential damages, whether arising from an action of contract, tort, or other legal theory.	280

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF | ITEM

DETENTION | 285

PART A - Applicable only on trailers or semi-trailers with power units attached

1) Except as otherwise provided, two hours free time will be allowed at point of loading and two hours free time will be allowed at point of unloading for loading or unloading any vehicle. Any time in excess of the free time allowed will be charged for at the following rates, subject to the provisions of paragraph (2), (3), and (4) below:

Type of Equipment	Charge per hour (or fraction thereof)
Tractor with 2-axle trailers	$75.00
Tractor with trailer of 3 axles or more	$200.00

2) In computing time, a maximum of ten chargeable hours per calendar day shall apply.

3) The consignor shall have the right to schedule pick-up time at pick-up point prior to dispatching of carrier equipment. The consignor shall have the right to refuse for loading equipment which is not present and ready for loading at its scheduled loading time. If equipment is not present for loading at the prescribed loading time, the consignor may reschedule such equipment for a later loading time. In no event shall free time for loading and destination charges as described in paragraph (1) hereof commence until equipment scheduled for loading is present and ready for loading at its prescribed time. If a shipper loads the vehicle when presented for loading free time and detention charges as stated in paragraph (1) hereof shall commence when equipment is presented for loading regardless of when scheduled.

4) In computing time in this part, time shall commence when driver reports to the entrance of consignors' or consignees' premises and ends when driver reports to exit of consignor's or consignees' premises. Equipment shall be considered present and ready for loading when the driver reports for loading at entrance of consignors' premises.

PART B - Applicable only on trailers or semi-trailers without power units attached

If the consignee receipts for the shipment at destination, it may be left on the carrier's equipment subject to the following charges. In addition a charge of 165 cents per mile per power unit shall apply from the destination of the shipment to the carrier's nearest terminal (see Item 625) and return to the destination to pick up empty trailer, subject to a minimum charge of $50.00 per power unit.

Type of Equipment	Charge per day (or fraction thereof)
Standard Flatbed & Single Drop Trailers	$75.00
Standard Double Drop & Folddown or Removable Gooseneck Trailers	$100.00
Special Equipment (See note)	$200.00

Note: Special Equipment is defined as trailers having three or more axles or expandable trailers.

PART C - Shipment Delays En Route

Shipments tendered and subsequently picked up by carrier, which require delivery the following Monday and which must be held en route due to weekend non-business hours, legal holidays, and/or state/federal highway restrictions will be subject to an additional charge as shown in Part A herein based on maximum charge per calendar day per twenty-four (24)-hour period shipment is held (the provisions of this rule are not applicable to the extent Item 555 herein applies).

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
DISPOSITION OF SHIPMENT SUBSEQUENT TO FAILURE OF RESPONSIBLE PARTY TO MAKE PAYMENT OF FREIGHT CHARGES Failure to pay all charges lawfully billed may result in a lien being placed on future shipments, including cost of storage and security, for the subsequent shipments held pursuant to state statutory lien laws permitting the same. In addition Carrier shall have a lien on all previously delivered freight.	290
EQUIPMENT - DEADHEAD OF (See Note A) When carrier is requested by a shipper, consignee, or authorized agent thereof to immediately deadhead equipment regardless of its location to a point of pickup, all deadhead miles traveled from point of dispatch to points of origin will be charged for in addition to the linehaul rate and other applicable charges at a rate of $1.95 per deadhead mile. (Subject to a minimum charge of $250.00 per vehicle deadheaded). Note A - The term deadhead miles are defined as movement of an empty tractor/trailer combination.	295

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF | ITEM

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EQUIPMENT - SPECIAL CHARGE
Double Drop/Removal Gooseneck Trailer
PART A

When Shipper or Consignee requests carrier to furnish a removable gooseneck trailer, or when the use of such equipment is determined by the carrier to be necessary to properly or safely transport the lading, such equipment shall be provided subject to an additional charge of $0.25 cents per loaded mile for each 2-axle trailer furnished ($95.00 minimum charge), and $0.35 cents per mile for each 3-axle trailer furnished ($95.00 minimum charge).
(See Exception below)

EXCEPTION: Not applicable on shipments originating in Arizona, California, Idaho, Nevada, Oregon, Utah and Washington and destined to points in and east of North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, and Texas that are on and east of US Highway 281.

PART B - Expandable Trailers

The term "expandable trailer" includes any trailer or semi-trailer, the dimension of which may be altered or adjusted either manually or nydraulically by or through the use of: (1) Interchangeable or adjustable load carrying beds of varying lengths, or, (2) hydraulically-operated load carrying beds capable of being lowered, raised, or extended horizontally to gain additional clearance or more equitable distribution of the lading. When shipper or consignee requests carrier to furnish an expandable trailer, or when the use of such equipment is determined by the carrier to be necessary to properly or safely transport the lading because of its dimensions, such equipment shall be provided, and will be subject to a minimum weight of not less than shown below plus the additional mileage charges shown below.

Height of Lading (Before loading)	MW Per Expandable Trailer (in pounds)	Rate in Cents Per Loaded Mile	Minimum Mileage Charge
Not exceding 9'0"	40,000	25 (10*)	$95.00
Exceeding 9'0"	40,000	30 (15*)	$125.00

* - Applicable on shipments originating in AZ, CA, ID, NV, OR, UT, or WA and destined to points in and east of ND, SD, NE, KS, OK, and TX that are on and east of US Hwy 281.

PART C - Low-Boy Trailers

The term "Low-Boy" refers to a trailer or semi-trailer having a load-carrying bed or platform less than 40 inches above the ground or stret level. When Shipper or Consignee requests carrier to furnish a low-boy trailer, or when the lading exceeds 10'2" in height before loading, or when the use of such equipment is determined by the carrier to be necessary to properly or safely transport the lading because of its dimensions, such equipment shall be provided, subject to a minimum weight of not less than 40,000 pounds per low-boy trailer. Provisions of this Part C will not apply when the provisions of Part B, above, reply.

PART D - Outriggers

When Shipper or Consignee requests carrier to furnish a trailer with outriggers or when the use of such equipment is determined by the carrier to be necessary to properly or safely transport the lading, such equipment shall be provided subject to an additional charge of 5 cents per loaded mile, per trailer so furnished to a $200.00 minimum charge See Exception).

PART E - Sides

When shipper or consignee requests carrier to furnish a trailer with sides or when the use of such equipment is determined by the carrier to be necessary to properly or safely transport the lading, such trailers with sides shall be provided, subject to a charge of $500.00 per trailer so furnished.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
ESCORTS, FLAGPERSON, AND/OR PILOT CARS When a flagperson, escort vehicle, or pilot car (all terms hereafter referred to as "Escort") is requested by the shipper or required by a regulatory agency, or if in the carrier's opinion the shipment cannot be safely transported without the use of an escort, carrier will make the necessary arrangements to secure an escort. The total fee or charge made by escort service shall be assessed subject to a minimum assessment of 105 cents per mile per escort and further subject to a daily minimum charge of $125.00 per escort. (See Note A) Note A: If the shipper or owner of the freight elects to furnish the escort(s), the charges contained herein will not apply.	315
EXTRA DRIVERS When requested by consignor or consignee, carrier shall attempt to furnish an extra driver subject to an additional charge of 75 cents per mile ($250.00 minimum charge). Shipments transported under the provisions of this item shall be further subject to a minimum weight of 40,000 pounds or actual weight if greater at the applicable rate. In the event such an extra driver is not readily available, consignor or consignee may request carrier to provide an extra driver subject to the following additional charges: a) All transportation costs (I.e., air fares, etc.) in getting the extra driver to the point of loading and back to original point where driver was located prior to being dispatched shall be assessed. b) If carrier has to put out of service a power unit in order to fulfill the need for an extra driver, the following additional daily charges shall apply until such time as driver is returned to parked power unit: Type of Equipment — Charge in dollars per calendar day or fraction thereof Category I — $262.50 Category II — $498.50 Category I - Applies on shipments not exceeding 70,000 pounds and/or 12 feet in width, and/or 14 feet in overall height (from ground), and/or 85 feet in overall length. Category II - Applies on all other shipments not included in Category I.	325

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
EXTENSION OF CREDIT TO PAYER OF FREIGHT CHARGES The carrier may extend credit to those shippers and/or payers of freight charges who, in the sole judgment of the carrier, are good credit risks. Further, this carrier does not employ freight brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges due subsequent to the movement of traffic by carrier pursuant to authorities granted to it by the FMCSA or other regulatory bodies. Any boker involved in a transaction is deemed an agent of the shipper. Upon request by the shipper and for the shipper's convenience, carrier will invoice the the shipper's broker bank, or other designated agent for the freight charges. Carrier reserves the right to bill and collect freight charges from the shipper (when prepaid), the benefit owner of the freight or consignee (when collect), or the in the event full payment of freight charges is not received within carrier's terms pursuant to such thrid party billing instructions. Where credit is extended, the following provisions for payment of transportation charges will apply: The credit period for payment of the freight bill will be fifteen (15) calendar days from the day after the postmark date on the freight bill envelope or the day following the presentation of the freight bill. The payer of freight charges will also be responsible for an additional one-third (1/3) of the account balance if carrier has to see recovery by means of collection process or by litigation.	340
IMPRACTICABLE OPERATIONS Rates, charges, and provisions published in tariffs governed hereby: 1) Do not obligate the carrier to accept shipments that cannot be loaded or transported in or on the equipment ordinarily operated in the service of the carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of vehicles, or the use of highways. 2) Shall not be construed as binding on the part of the carrier to accept shipments for delivery at destination to which, because of conditions of roadways, streets, alleys, or premises, it is impracticable to operate carrier's vehicles or to require delivery to locations at destinations where it is impracticable to operate carrier's vehicles. In such cases delivery will be made at the nearest point or location to the billed destination to which it is practicable to operate carrier's vehicle. Carrier will notify consignee of its inability to make delivery at the billed destination and also advise the consignee of the point or location where delivery has been made.	345

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
LTL SHIPMENTS / (24) MINIMUM WEIGHT Upon request of the shipper or owner of the freight, less-than-truckload (LTL) shipments shall be subject to a minimum weight of 24,000 pounds. Such requests should be annotated on the bill of lading in the following manner (or words of similar import): "To be rated as 24,000 pounds" Restriction: The provisions of this item are not applicable on shipments weighting 24,000 pounds or more or which occupy 32 feet or more of linear trailer space nor on those shipments subject to Items herein.	355
LIGHT OR BULKY FREIGHT 1) Except as otherwise specifically provided, all rates in publications governed hereby are subject to a minimum weight of not less than 750 pounds per lineal foot (or fraction thereof) of trailer space required. 2) In computing the lineal foot minimum weight, a maximum of 40 lineal feet per trailer will be used. 3) A trailer shall be considered loaded to capacity when: a. A drop-frame trailer (see Item 15) is loaded to over 28 lineal feet of trailer space, or; b. A standard semi-trailer (other than drop-frame trailer) is loaded to over 32 lineal feet of trailer space. 4) EXCEPTION: The provisions of this rule do not apply when: a. The actual weight of the lading exceeds the minimum weight specified herein, or; b. When the application of any other rules or provisions of any rate item establishes a higher minimum weight than provided herein.	365
LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE 1) Except as otherwise provided, loading of freight on the truck shall be performed by the consignor and unloading of the freight from the truck shall be performed by the consignee. 2) When special equipment that is not a part of the trucking equipment operated in the service of the carrier, such as cranes, hoists, or winches is necessary to perform the loading or unloading service, it shall be supplied by the consignor or consignee together with personnel for operation thereof. 3) If additional personnel are required for loading or unloading, the additional personnel will be furnished by consignor or consignee. 4) In the event the consignor or consignee requests the carrier to load or unload the freight onto or from the truck, the party otherwise responsible for such loading or unloading agrees to hold the carrier harmless of any liability, loss, or damage resulting from the act of loading or unloading of the freight by the carrier. Consignor or consignee, further agrees to indemnify, defend and save harmless carrier its officials and employees from and against any and all causes of action, claims and demands of liability, damages, injuries, and death involving any party or parties related to or arising out of the loading or unloading of the freight onto or from the truck by the carrier.	375
MIXED SHIPMENT - TL OR VOL. a) Unless otherwise provided, when a number of articles are shipped at one time by one consignor on one bill of lading from one point of origin to one consignee at one destination as a mixed truckload shipment, the shipment will be charged at the straight truckload rate applicable to each article and at the actual weight of each article. The truckload minimum weight will be the highest provided for any article in the mixed truckload and any deficit in the truckload minimum weight will be charged at the rate applying to the lowest rated articles in the shipment. b) When the aggregate charge upon the entire shipment is made lower by considering the article or articles as if they were divided into two or more separate truckload shipments, the shipment will be charged for accordingly. c) When the aggregate charge upon the entire shipment is less on the basis of truckload rate and minimum truckload weight (actual or authorized estimated weight to be charged for if in excess of the minimum weight) for one or more of the articles and on basis of actual or authorized estimated weight at LTL rate or rates for the other articles, the shipment will be charged for accordingly.	385

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM

OVER-DIMENSION FREIGHT
(See Notes A, B, C, & D)

415

Shipments which, when loaded on carrier's trailer, exceed 8 feet 6 inches in width and/or 13 feet 6 inches in height (14 feet, 0 inches in height on shipments traveling in the states of AZ, CA, CO, ID, KS, MT, ND, NE, NM, NV, OR, SD, TX, UT, WA, & WY) and/or 75 feet in overall length (carrier's equipment and lading) and require over-dimensional permits are further subject to one of the following additional charges:

HEIGHT OR WIDTH OF ARTICLE (in feet)		CHARGES IN CENTS PER MILE (see Exceptions 1,2, & 3)		OVERALL LENGTH (in feet)		CHARGES IN CENTS PER MILE
Over	Not Over	Height from Ground After Loaded	Width	Over	Not Over	
8.6	10	..	30	75	80	20
10	11	..	40	80	85	25
11	12	..	55			
12	13	..	75	85	90	30
13	13.6	..	85	90	95	50
13.6	14	50	90	95	100	70
14	14.6	100	95	100	105	75
14.6	15	150	110	105	110	80
15	15.6	215	135	110	115	85
15.6	16	265	160	115	120	90
16	16.6	300	210	120	125	95
16.6	17	355	275	125	...	105
17	17.6	425	335			
17.6	18	525	375			
18	18.6	Service Limited	450			
18.6	...		575			

Note A: When a shipment is subject to two or more over-dimensional charges shown herein, the single highest charge applicable to the shipment will apply.

Note B: In determining measurements, extreme dimensions are to be used.

Note C: For over-dimensional shipments subject to the charges set forth in this item, the following minimum charges shown on page 31 will apply.

Note D: Add $0.10 to the otherwise applicable charge, including those found in exceptions 2 or 3 herein, on shipments transported during the months of November through February.

Exception 1: Shipments moving between points west of US Hwy 281 with an overall height exceeding 14 feet, but not exceeding 15 feet, will be subject to over-height charges as follows:

up to 14'6" - $0.75 per mile
up to 15'0" $1.00 per mile

Exception 2: Add $0.10 per mile to the otherwise applicable over-dimensional charge on shipments exceeding 10 feet in width, and/or 13 feet, 6 inches in overall height, and/or 75 feet in overall length when such shipments originate at points on and East of US Hwy 281 and destined to points in the states of CT, DC, DE, MA, MD, ME, NC, NH, NJ, NY, PA, RI, SC, VA, VT, & WV. (Not applicable to the extent Exception 3 applies)

Exception 3: Add $0.25 per mile to the otherwise applicable over-dimensional charge on shipments exceeding 14 feet 6 inches in overall height from ground when such shipments are destined to one of the following states: CT, DC, DE, MA, MD, ME, NC, NH, NJ, NY, PA, RI, SC, VA, VT, & WV.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM

OVER-DIMENSION FREIGHT
(See Notes A, B, C, & D)

415 (cont)

1) Overwidth Shipments (in feet)
The following minimum charges will apply when a shipment is over 8 feet, 6 inches in width:

WIDTH (in feet)		MINIMUM CHARGE
OVER	NOT OVER	
8.6	10	$100
10	11	$150
11	12	$200
12	13	$250
13	14	$300
14	15	$350
15	16	$750
16	17	$1,000
17+	...	$1,500

2) Overheight Shipments (in feet)
The following minimum charges will apply when a shipment is over 13 feet, 6 inches in height when measured from the ground to the top of the article:

HEIGHT (in feet)		MINIMUM CHARGE
OVER	NOT OVER	
13.6	14	$200
14	14.6	$350
14.6	15	$500
15	15.6	$900
15.6	16	$1,200
16+	...	$1,500

3) Overlength Shipments (in feet)
The following minimum charges will apply when a shipment is over 75 feet in overall length:

LENGTH (in feet)		MINIMUM CHARGE
OVER	NOT OVER	
75	80	$150
80	85	$150
85	90	$250
90	95	$350
95	100	$500
100	110	$750
110	120	$1,000
120+	...	$1,500

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
OVERWEIGHT SHIPMENTS When a special shipment or bond is required by the regulations of any city, state, province, or municipal agency and carrier obtains such a permit or bond prior to or during the transportation of the lading, the cost thereof, including telephone or transmitting expenses, plus a service fee, shall be charged to the party responsible for the freight charges.	425

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
OVER-DIMENSIONAL PERMITS When a special permit or bond is required by the regulations of any city, state, province, or municipal agency and carrier obtains such a permit or bond prior to or during the transportation of the lading, the cost thereof, including telephone or transmitting expenses, plus a service fee, shall be charged to the party responsible for the freight charges.	445
PERMITS ORDERED IN ADVANCE OF MOVEMENT (See Note A) When carrier is requested to furnish equipment at a designated point, and based on information supplied by the party ordering such equipment, the shipment will require special permits from State, County, or municipal regulatory bodies for the movement thereof, such permits may, at the option of the carrier, be purchased in advance of the movement and on the basis of information supplied by the party ordering such equipment, subject to the following provisions: 1) If, after arrival of carrier's equipment at the place designated by the shipper, shipper fails to tender a shipment (through no fault of the carrier), carrier will charge the shipper the total amount of such permits purchased, plus a service fee for each separate permit purchased to cover the cost of procuring such permits. Such charges will be in addition to all other applicable tariff charges. 2) If, after arrival of carrier's equipment at the place of loading, it is discovered that the shipment does not require special permits (through no fault of the carrier), permits purchased on the basis of information supplied will be charged to the party paying the freight charges plus $35.00 for each permit purchased to cover the cost of securing the permit. Such charges will be in addition to all other applicable tariff charges. 3) If, after arrival of the carrier's equipment at the place of loading, it is discovered that the weight and/or dimensions and/or originally scheduled destination or other information pertinent to the purchase of permits is not in accordance with information supplied in advance of the movement (through no fault of the carrier), and permits must be re-ordered and/or revised, carrier will charge the amount and/or additional amount of each permit, plus a service fee for each revised permit and/or each additional permit purchased. Such charges will be in addition to all other applicable tariff charges. Note A: Upon request, carrier will furnish copies of each permit or revised permit, in support of charges assessed under the provisions of this item.	455
PRECEDENCE OF RULES When a rule or provision is published in a rate tariff which is governed by this tariff and a similar rule or provision is found in this tariff, such rule or provision in the rate tariff, to the extent of its application, shall take precedence over the rule found in this tariff.	460

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
RECONSIGNMENT OR DIVERSION	465

Shipments transported under provisions named herein may be diverted or reconsigned, subject to the following conditions:

(a) The term "diversion or reconsignment" means any one of the following:

1. Change in the name or address of consignor or consignee.
2. A change in the destination.
3. Any other instructions given by the consignor, consignee, or owner necessary to effect change in delivery.

(b) A request for diversion or reconsignment must be made or confirmed in writing, and proof of ownership must be established by surrender of the original bill of lading or by other means.

(c) When a diversion or reconsignment order is received by carrier, a diligent effort will be made to locate the shipment and to effect the requested change, but carrier will not be responsible for failure to effect such change.

(d) A charge of $200.00 will be made for each vehicle diverted or reconsigned under this rule.

(e) The rates to be applied on shipments accorded diversion or reconsignment privileges are the rate in effect on the date of the shipment, and charges shall be determined as follows:

1. Rates other than distance or mileage rates:
   a. When the rate from point of origin to diversion or reconsignment point is higher than the rate from point of origin to final destination, such higher rate will apply.
   b. When a shipment is successfully diverted or reconsigned before it arrives at the original billed destination, such shipment will be subject to a charge of $1.65 per mile for the difference in miles between point of origin to final destination via the diversion or reconsignment point and the miles over the shortest authorized practical truck route from point of origin to final destination, which charge will be in addition to all other applicable charges.
   c. When a shipment is diverted or reconsigned after it has arrived at the original billed destination, such shipment will be subject to a charge of $1.65 per mile from original billed destination to the new destination which charge will be in addition to all other applicable charges.
2. Distance or mileage rates:
   a. When the rate from point of origin to final destination is determined by the application of distance or mileage scale of rates, the rate-making distance shall be the distance from origin to destination via the diversion or reconsignment point(s).

(f) When a vehicle arrives at the original billed destination or a point of diversion or reconsignment and is required to be held awaiting diversion or reconsignment instructions for the shipment, one hour free time will be allowed. If truck is delayed beyond the free time, the hourly detention charges contained in Item 285 shall apply.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
REDELIVERY When one tender of delivery of shipment has been made during business hours of the consignee and redelivery is necessary, an additional charge of $200.00 for any one vehicle shall be made for each subsequent tender of and/or final delivery (See Note A). The shipment shall be subject to the accrued freight, storage, and all other lawful charges. Note A: Each shipment transported to carrier's nearest terminal for redelivery will be subject to an additional charge of $1.95 per mile from point of destination to the nearest terminal (see item 625), and return to the destination:	475
REFERENCE TO TARIFFS, SCHEDULES Where reference is made to an item, page, rule or other provisions, such reference will also embrace reissues or amendments of said item, page, rule, or other provisions. To "this tariff" or "herein", such reference will also embrace supplements thereto, unless otherwise specifically indicated. To another tariff, such reference will also embrace supplements to or successive issues of such tariff, unless otherwise specifically indicated.	485

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF | ITEM

RELEASED VALUE | 495

(1) All shipments moving under rate schedules or tariffs which are governed by this rules tariff are subject to the released valuation provisions shown herein.

(2) Unless shipper calls the carrier and also declares a greater value on the bill of lading at the time of shipment (See Note 1 below), carrier's liability for loss of or damage to any article or package transported shall not exceed $1.00 per pound on used machinery or $2.50 per pound on all other cargo.

(3) When the shipper declares the value of a shipment to be greater than the $1.00 or $2.50 per pound (See Note 1 below), such shipments shall be further subject to the following excess valuation charges on that portion of the declared value in excess of $1.00 or $2.50 per pound (such charges shall apply in addition to all other applicable charges); (See Exception)

MILEAGE APPLICABLE TO SHIPMENT	EXCESS VALUE CHART (See Note 2)			
	COLUMN A	COLUMN B		
		Value < $400,000	Value >= $400,000 to $650,000	Value >= $650,001 or More
0 to 500	$2.00	$2.50	$5.00	$7.50
501 to 1000	$2.50	$3.00	$6.00	$9.00
1001 to 1500	$3.00	$3.50	$7.00	$10.50
1501 to 2000	$3.30	$4.00	$8.00	$12.00
2001 to 2500	$3.50	$4.30	$8.60	$12.90
2501 and above	$3.70	$4.50	$9.00	$13.50

COLUMN A - Applies only on shipments not requiring overdimension and/or overweight permits.

COLUMN B - Applies only on shipments requiring overdimension and/or overweight permits.

(4) The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole. In case of loss or damage to a portion of a shipment, the amount recoverable will be the released value multiplied by the gross weight of the article or package, but not more than the actual loss or damage.

Note 1 - Released valuations in excess of $1.00 or $2.50 per pound must be specifically and prominently shown on shipping documents and either the term "Released value not exceeding" or the abbreviation "RVNX" may be used, followed by the total released value or released value per pound, in dollars and cents, together with the actual weight applicable to such released valuations.

Note 2 - Charges stated are "In Dollars and Cents" and apply per $1,000.00 (or fraction thereof) on that portion of the declared value that exceeds $1.00 or $2.50 per pound.

EXCEPTION - The provisions of paragraph (3) are not applicable when the declared actual cargo value on the bill of lading is not greater than $100,000.00 per trailer required.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
RETURNED, UNDELIVERED SHIPMENTS	505
Shipments transported under the provisions of this tariff which have been rejected or refused at destination, through no fault of the carrier, will upon instructions from the owner of the freight, be returned to the point of origin subject to the following: The applicable tariff rate shall apply for the transportation services performed from origin of freight to the originally scheduled destination. In addition, the return of this freight to original origin from point of rejection or refusal shall be in accordance with the applicable tariff rate for such transportation or the original inbound rate, whichever is lower. Carrier Liability shall be that of a warehousemen for loss or damage. The billl of lading covering the return movement should include the following notation: "This is to certify that the shipment described in this bill of lading was part ofa shipment previously transported by ATS Specialized, Inc., in the opposite direction between the same points."	
SECURITY-SENSITIVE SHIPMENTS	515
PART A - CONSTANT SURVEILLANCE SERVICE	
Constant Surveillance service (hereinafter referred to as "CSS") will be provided by the carrier upon request of the shipper, subject to the following definition, requirements, and charges:	
1) Definition and Requirements: "CSS" is a service that provides the following:	
a. Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.	
b. Unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or is within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments and who is designated by the carrier/terminal to attend the conveyance and who is aware of the sensitivity of material moving under "CSS", and who is knowledgable of the safety, security and emergency procedures that must be followed; and who is authorized and has the means and capability to move the transportation conveyance.	
c. For brief stops en route, ensure that the vehicle or shipment is attended.	
d. When circumstances require lengthy stops en route, carriers will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately-lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage.	
e. The trailer or conveyance containing the material upon which "CSS" is requested must always be connected with the power unit (tractor) during shipment, except when stopped at a customer's activity for loading/ unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of Paragraph 1(d); or, in emergencies, at a DOD safe haven or refuge location.	
f. Carrier must be able to trace a shipment in less than 24 hours.	
g. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed-upon desired delivery date.	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
PART A - CONSTANT SURVEILLANCE SERVICE (continued)	515
h. Driver ID requirements: Carrier must ensure drivers employed to handle sensitive shipments requiring DOD CS carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.	(cont)
I. Single line-haul preferred	
j. No trip lease.	
k. The maintenance of a Signature and Tally Record (DD Form 1907) by the carrier is an integral part of "CSS". Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which "CSS" is requested and provided. Drivers are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.	
l. Driver(s) moving shipments on which "CSS" is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in Paragraphs 1a through 1k above.	
m. The tractor moving a "CSS" shipment must be equipped with a working mobile communications unit, such as a citizens hand (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.	
2) Annotation. When "CSS" is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading: "Constant surveillance service requested. Signature and Tally Record (DD Form 1907) furnished to carrier."	
3) Charges In addition to all rates and charges for transportation, shipments for which CSS is provided by carrier at shipper's request will be subject to an additional charge of $0.75 per mile, subject to a minimum charge of $250.00 per vehicle.	
PART B - DUAL DRIVER PROTECTIVE SERVICE	
Dual Driver Protective Service (hereinafter referred to as DDPS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements, and charges.	
1) Definition and Requirements: "DDPS" is a service that provides the following:	
a. Continuous responsibility attendance and surveillance of a shipment through the use of two (dual) qualified drivers in the same line-haul vehicle, and includes the jmaintenance of a signature and tally record. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their lines of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.	
b. For the purposes of "DDPS" unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or is within 10 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person who is employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/ terminal to attend the conveyance, aware of the sensitivity of material moving under DD, knowledgable of the safety, security, and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
PART B - DUAL DRIVER PROTECTIVE SERVICE - continued	515
c. For brief stops en route, carrier will ensure that the vehicle or shipment is attended.	(cont)
d. When circumstances require lengthy stops en route, carrier will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in view and stay within 10 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot, chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal employee at all times. As an alternative, a shipment may be placed in a security cage.	
e. The maintenance of a Signature and Tally Record by the carrier is an integral part of "DDPS". Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which "DDPS" is requested and provided. (NOTE: Both drivers are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment.)	
f. Single line-haul.	
g. No trip lease authorized.	
h. The vehicle conveying the shipment upon which "DDPS" is requested must remain connected with the power unit (tractor) during shipment except when stopped at a Department of Defense (DOD) activity/contractor for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver(s) maintain(s) continuous attendance and surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of (d) above; or, in emergencies, at a DOD safe haven or refuge location.	
I. Driver ID requirements: Carrier must insure drivers employed to handle sensitive shipments requiring "DDPS" carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the carrier named on the bill of lading.	
j. The tractor moving a "DDPS" shipment must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make the contact.	
k. Carrier must be able to trace a shipment in less than 24 hours.	
l. Carrier or his/her agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed-upon delivery date.	
m. Drivers moving shipments on which "DDPS" is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, sate and local law enforcement assistance, and actions to take to comply with the requirements listed in Paragraphs 1a through 1l above.	
2) Annotation. When "DDPS" is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading: "Dual Driver Protective Service requested. Signature and Tally Record (DD Form 1907) furnished to carrier." "DDPS" is a service that provides the following:	
3) Charges In addition to all rates and charges for transportation, shipments for which DDPS is provided by carrier at shipper's request will be subject to an additional charge of $0.75 per mile, subject to a minimum charge of $250.00 per vehicle.	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
SECURITY-SENSITIVE SHIPMENTS	515
PART C - MOTOR SURVEILLANCE SERVICE	(cont)

1) Definition:

Motor Surveillance Service (hereinafter referred to as "MSS") is a service used in the motor movement of selected security-sensitive items. The purpose of MSS is to provide shippers with visibility of their shipments from point of origin to final destination.

2) Requirements:

When "MSS" is required on a shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows:

> "Motor Surveillance Service requested. Carrier to call (enter duty or 24-hour non-duty telephone number of shipper or other designated POC) (enter desired time interval) hours thereafter to provide shipment location. Carrier will place final call upon delivery at the destination."

Where "MSS" is requested, carrier's drivers or dispatchers will contact the designated telephone number annotated on the Government bill of lading at the time intervals specified, and provide vehicle location.

3) Charges:

In addition to all rates and charges for transportation, shipments on which Motor Surveillance Service is provided will be subject to a charge of 75¢ per mile when calls are required every eight (8) hours, or a charge of 5¢ per mile when calls are required every twelve (12) hours. Either charge will be subject to a minimum charge of $250.00 per shipment.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
SECURITY SENSITIVE SHIPMENTS	515
PART D - SIGNATURE AND TALLY RECORD SERVICE	(concluded)

Carrier shall provide Signature and Tally Record Service (hereinafter referred to as "STR") upon request of the consignor, subject to the following definition, requirements, and charges:

1) Definition and Requirements:

"STR" is a service designed to provide continuous responsibility for the custody of security-sensitive shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

2) Requirements:

a. Shipper or his agent must place and sign the following annotation on the bill of lading:

"Signature and Tally Record requested. DD Form 1907 furnished to carrier."

Date: _____ Signature: _____ Title: _____

b. Form: DD Form 1907, Signature and Tally Record, provided by the shipper, will be used as follows:

(1) When "STR" is requested by the shipper and the signature and tally record is furnished, carrier or his/her agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery, and road drivers, and dock foreman, to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his/her agent upon delivery.

(2) Driver(s) are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.

(3) In terminal areas, the vehicle containing the ST shipment must be under the control of the last person signing the DD Form 1907.

(4) When ST is used with Dual Driver Protective Service (DDPS), both drivers are required go sign when they assure responsibility for the shipment.

c. Tracing: Carrier must be able to trace a shipment in less than 24 hours upon request.

3) Charges:

In addition to all rates and charges for transportation, shipments on which "STR" is provided at shipper's request will be subject to a charge of $25.00 per shipment.

4) A separate charge for Signature and Tally Record Service will not be billed when a higher protective security service is charged, which includes the requirement for Signature and Tally Record.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
SECUREMENT AND WEATHER PROTECTION OF SHIPMENTS INTO THE COUNTRY OF MEXICO Shipments destined to points in Mexico which require the originating carrier to leave securement devices and tarpaulins on the shipments while transportation services are performed in Mexico by connecting carriers will be subject to an additional charge of $1,500.00 per trailer requested.	520
SHIPMENTS ORIGINATING IN OR DESTINED TO POINTS IN THE COUNTRY OF MEXICO Cargo liability on shipments into or out of points in Mexico is strictly limited to that portion of the transportation service performed in the United States. On southbound shipments, liability ends when trailer is delivered to the designated forwarder/customs broker in Laredo, TX. On northbound shipments, liability begins when trailer is delivered to carrier's terminal in Laredo, TX.	525
TRAILER DETENTION AT US/MEXICO BORDER CROSSING POINTS Shipments destined to points in Mexico which are detained on originating carrier's trailers at border crossing points beyond a 24-hour period, while awaiting customs clearance and/or arrival of Mexican connecting carrier, will be subject to an additional charge as shown in Item 285 per 24-hour period, or fraction thereof, until such time as customs clearance is accomplished and Mexican carrier arrives and receipts for shipment.	530

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
STEAMSHIP CONTAINERS AND/OR CHASSIS MOVEMENTS, CHARGES FOR	535

Upon request, carrier will pick up and deliver empty or loaded steamship containers and/or chassis between points in the US (except AK and HI). Such requests will be subject to the following accumulative charges for the services described below:

1. a. Loaded containers on carrier's equipment will be subject to the applicable rate as found in the governing rate tariff.

   b. Loaded containers on steamship chassis will be subject to the applicable rate as found in the governing rate tariff plus an additional 25¢ per loaded mile ($100.00 minimum charge). This charge shall be called "Towaway Charge".

2. a. Empty positioning and/or termination of steamship containers or steamship chassis will be subject to a charge of $1.95 per mile ($50.00 minimum charge). The provisions of this Paragraph are not applicable to the extent that Paragraph 2b applies.

   b. Empty containers and/or steamship chassis which have been made available for return to the original point of origin within a 24-hour period from the time shipment arrived at destination will be considered "Round-Trip Movements". In such cases, the applicable rate as found in the governing rate tariff from destination of shipment back to original point of origin shall apply or $1.95 per mile, whichever is less ($100.00 minimum charge).
   See EXCEPTION 1

EXCEPTION 1
The provisions of Paragraph 2b herein shall not apply if the empty container/chassis or empty chassis terminates within 100 miles of carrier's nearest terminal/trailer pool (see Item 650 herein).

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM

SPECIAL CLEARANCE/PERMIT APPLICATIONS DUE TO EXTREME DIMENSIONS AND/OR WEIGHT — 545

When a shipment, because of extreme dimensions and/or weight, requires that a special application be filed with a state, Federal, or local governmental agency for the purpose of receiving a special clearance or permit to transport such shipment, the actual cost of such application and any attending charges (see note) plus a service fee of $35.00 shall be billed to the party responsible for paying the transportation charges. Such charges are in addition to any charges applicable in connection with Items 425 or 445.

NOTE: "Attending Charges" include, but are not limited to, engineering costs, bridge or road reviews, insurance bonding, route surveys, monitoring and/or inspection of shipment by governmental authorities.

SPECIAL HAULING PERMIT RESTRICTIONS - SHIPMENTS DELAYED OR HELD DUE TO — 555

Except as otherwise provided herein, whenever carrier is requested or required to supply equipment for the transportation of shipments of unusual size or weight which require special hauling permits, and such permits forbid or restrict the movement of carrier's vehicle, each vehicle stopped or held in compliance with such permit restriction shall be subject to the following charges:

Type of Equipment	Partial Day	Complete Day
Tractor with other-than-flatbed or single-drop trailer other than expandable trailers), but not including vehicle combinations having seven axles or more	$250	$500
Tractor with other-than-flatbed or single-drop trailer (including expandable trailers), but not including vehicle combinations having seven axles or more	$300	$600
Tractor/trailer combinations having seven axles or more	$475	$900

For the purpose of this rule, a complete day shall be a period of daylight hours within a 24-hour day, except holidays.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
STOPOFFS - TO PARTIALLY LOAD OR UNLOAD	565

Truckload shipments tendered on one bill of lading from one consignor at one point of origin at one time, consigned to one consignee at one destination, may be stopped in transit at any point or place for the purpose of partial loading, unloading, and/or split pick-up or split delivery, or combination thereof, exclusive of the original pick-up and final delivery, subject to the following provisions:

a. The bill of lading must show that point or points at which the shipment is to be stopped for partial loading, unloading, split pick-up, or split delivery together with complete description of the kind and quantity of freight to be loaded or unloaded at each point, and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered.

b. Except as otherwise provided, the charges for each stop exclusive of original pick-up and final delivery shall be $100.00 for the first stop, $150.00 for the second stop, $250.00 for the 3rd stop, and $400.00 for the 4th stop and each stop thereafter.

c. Except as otherwise provided, the applicable rates to the shipment shall be the rate in effect on the date of shipment from point of origin to destination, or from or to a point at which the shipment is stopped for partial loading or unloading, whichever rate is higher, viz.:

   1. RATES OTHER THAN MILEAGE AND DISTANCE RATES - When specific rates are published on the commodity transported from initial point of origin to final destination, and the distance via the stop-off point or points exceed the shortest highway distance (I.e., initial point of origin to final destination), such additional miles are defined as "Excess Miles" and are chargeable at $1.65 per mile.

   2. MILEAGE OR DISTANCE RATES - the rate to apply when mileage or distance rates are used, is the rate in effect on date of shipment on the commodity transported from initial point of origin to final destination via the stopping-in-transit point or points.

d. The weight on which charges will be determined shall be the weight at point of origin except that when a shipment is partially loaded in transit, the weight of the freight loaded in transit will be added to the weight at the point of origin, but in no event shall the total weight on which charges assessed be less than the minimum weight applicable in connection with the rate used.

e. The substitution of other property for that which was originally loaded or in exchange of contents at a point or place of stop-off is prohibited.

f. On shipments stopped in-transit under provisions of this Item, freight charges must be prepaid or guaranteed.

g. Stops to partially unload will be permitted only at points beyond that which the last stop for partial loading is made.

h. For carrier's conveniences, any portion of the shipment may be picked up, transported, or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF — ITEM

STORAGE — 575

When a shipment cannot be delivered, through no fault of the carrier, or the destination carrier has been instructe hold the shipment for disposition, the carrier will store the shipment subject to the following charges and condition

a) Storage charges shall commence the first 7:00 a.m. after the tender of the freight for delivery, or the first 7:00 a.m. after the owner of the freight has been notified by telephone that the shipment is available for delivery when carrier has been instructed to hold for disposition.

b) Storage charges shall be assessed as follows:

Type of Equipment	Charge per Day (or fraction thereof)
Standard Flatbed & Single Drop Trailers	$75.00
Standard Double Drop & Removable Gooseneck Trailers	$125.00
Special Equipment (see note)	$250.00

c) Shipments will be stored only at carrier's terminal. (See Item 625). When a shipment is ordered into storage at a point other than a carrier's terminal, an additional charge of $1.65 per mile will be assessed for all additional miles required to reach the nearest terminal and to effect the eventual delivery.

d) Freight will be stored on the carrier's equipment, or, at carrier's option, it will be placed in a public warehouse.

e) Storage charges shall be in addition and Carrier' s liablity for loss/damage is that of warehousman.

NOTE: The term "special equipment" shall include any of the following:

Trailers with three or more axles or expandable trailers.

SUPERVISION OF LOADING, UNLOADING, AND/OR TRANSPORTATION — 585

When supervision of loading, unloading, and/or transportation of a shipment is requested by the shipper or consignee, the charge for furnishing such supervision shall be $20.00 ($25.00 for legal holidays and Sundays) per hour, or fraction thereof, per supervisor. In addition, the cost of supervisor's transportation to and from the place or places where such supervisor is required will be included in the total charge for this service.

TOLLS: BRIDGE OR TUNNEL CHARGES — 595

Shipments are further subject to the following toll charges involving the bridge or tunnel systems specified below:

Name of Bridge or Tunnel Traversed	Charge per Truckload in Addition to all Other Applicable Charges
a. Mackinac Bridge - state of Michigan	$6.00
b. Hudson River Bridge and tunnel systems (applies only to shipments originating at or destined to New York boroughs of the Bronx, Brooklyn, Manhattan, Queens, or Richmond. Also, points in Nassau or Suffolk Counties, New York)	$75.00
c. Annapolis - Queenstown Bridge - state of Maryland	$25.00
d. Chesapeake Bay Bridge - Tunnel System - state of Virginia shipments originating at or destined to New York boroughs	$30.00
e. Newburgh - Beacon Bridge - state of New York	$30.00

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF — ITEM

TOWAWAY SHIPMENTS — 605

(Not applicable to the extent Item 535 herein applies)

Charges for shipments handled in towaway service (see note) shall be computed on the entire weight of the shipment, including the weight of the chassis or trailer, subject to a billing weight of not less than 40,000 pounds, at the applicable rate (subject to a minimum charge of $750.00 per towaway), plus an arbitrary towaway charge of $0.30 per loaded mile (minimum charge of $100.00)

Such shipments will be further subject to a deadhead charge of $1.95 per mile from point at which carrier's trailer is dropped to location of towaway (minimum charge of $50.00). In addition, a deadhead charge of $1.65 per mile will also apply from the final destination of the shipment to the carrier's nearest trailer pool (minimum charge of $50.00).

Such shipments shall be further subject to a charge of $1.95 per mile from the destination of the shipment to carrier's nearest terminal, (see Item 625) or location of carrier's nearest trailer pool, whichever produces the shortest distance.

Any necessary maintenance or servicing of such shipments prior to or during transportation shall be at the expense of the shipper. Carrier shall advance such expenses for collection in addition to all other applicable charges.

When towaways are not equipped with lights as required by any federal, state, county or municipality, into or through which the shipment must travel, it shall be the responsibility of the shipper to equip the towaway with lights to conform with such regulations.

NOTE: "Towaway Service" is defined as the transportation of a machine or other article which is mounted on wheels and having a 5th wheel king pin, and is being pulled by carrier's power unit.

TERMINAL CHARGES AT PORTS — 615

Except as otherwise provided, rates do not include the cost of loading, unloading, handling, wharfage, or other terminal charges at ports of entry as are assessed by steamship, barge, or wharf companies. When such charges are assessed, they will be paid by the carrier and will be shown on the freight bill as advance charges which are to be collected in addition to all other applicable charges.

TERMINAL AREAS — 625

Where reference is made to this item, the carrier's terminals are as shown:

Fontana, CA	Laredo, TX	Tulsa, OK
Gary, IN	Manitowoc, WI	Winnfield, LA
Hickory, NC	Missoula, MT	
Jacksonville, FL	St. Cloud, MN	

TARPING OF SHIPMENTS — 630

At the request of the shipper or consignee, carrier will tarp shipments, subject to an additional charge as specified below:

b) Tarp charges shall be assessed as follows:

Shipment Type	Charge per Trailer
Flatbed/Stepdeck Legal Dimension	$150.00
Double Drop/RGN Legal Dimension	$200.00
Flatbed/Stepdeck up to 10' wide	$250.00
Double Drop/RGN up to 10' wide	$300.00
All Trailers up to 12' wide	$500.00

NOTE: Stopoffs in transit which require re-tarping will be further subject to a charge of $50 per stopoff.

"Spot pricing" is required when shipments exceed 13'6" in overall height from ground and/or 12'0" in width, and/or require overlength permits

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
VEHICLE FURNISHED BUT NOT USED a. When carrier is requested to furnish equipment at a designated point and such equipment is furnished but not used (through no fault of the carrier) or if, after arrival of carrier's equipment at the place of loading designated by the shipper, shipper fails to tender a shipment for transportation or informs the carrier that shipment will not be tendered, a charge of $1.95 per mile will be made for movement of each unit of equipment ordered, subject to a minimum charge of $350.00 per trailer ordered and not used. (See Exception) Distance will be computed as provided in Item 156 from point of dispatch to the point designated by shipper as the place of loading or from the carrier's nearest terminal (see Item 625) to the designated place of loading (whichever produces the lower charge), and return to the carrier's nearest terminal (see Item 625), or to the next point of loading, whichever is less. b. Charges for waiting time or detention of carrier's equipment shall be applicable in connection with equipment ordered but not used as contemplated in this Item. c. If, after expiration of 6 hours from the time of arrival of carrier's equipment, shipper has not tendered a shipment for transportation or furnished carrier with specific information respecting the tender of shipment, carrier's equipment shall be considered released by shipper and shall be returned to the nearest terminal (see Item 625), as provided in Paragraph (a) hereof. EXCEPTION: The minimum charge will be $500.00 in lieu of $350.00 when equipment is furnished to accommodate shipments in excess of 70,000 pounds and/or 12 feet in width, and/or 14 feet in overall height (from ground), and/or 85 feet in overall length.	635
WEIGHING AND WEIGHTS Shipments will be weighed by the carrier where facilities for weighting are available at the origin or destination, or at a point on the route of movement. If facilities for weighing are not available, shipper may furnish the carrier with a statement in writing indicating the actual gross weight of the articles tendered for shipment. Such statements shall be evidence of the weight of the shipment, subject to correction. On shipments transported in steamship containers, with or without chassis or trailers, it shall be the responsibility of the shipper, consignee, or their designated agent, to determine the legal gross weight of the states through which the shipment must traverse. In the event the shipment exceeds the legal gross weight, the fine for such citations shall be paid by whomever is responsible for authorizing the shipment to be transported.	645
WEIGHTS - GROSS WEIGHTS AND DUNNAGE Unless otherwise specifically provided, charges shall be computed on the gross weight of the shipment, including the weight of blocking, bolsters, bracing, bearing pieces, cradles, flooring, lining, racks, skids, stakes, standards, strips, supports or metal ties, or other similar bracing, dunnage or supports, not constituting a part of the package or vehicle. When such material is used to protect shipments, it will be furnished by the shipper.	655

For explanation of reference marks and abbreviations, see Items 1000 and 1050.

ATS SPECIALIZED, INC.

EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS (for standard use throughout the tariff, as amended)	ITEM
EXPLANATION OF REFERENCE MARKS	1000
♦ - Denotes increases ● - Denotes reductions ▲ - Denotes changes which result in neither increases nor reductions in charges ● - Denotes no change in rate @ - Denotes addition Ø - Denotes except as otherwise provided (24) - Minimum weight 24,000 pounds per vehicle loaded (30) Minimum weight 30,000 pounds per vehicle loaded (32) Minimum weight 32,000 pounds per vehicle loaded (34) Minimum weight 34,000 pounds per vehicle loaded (36) Minimum weight 36,000 pounds per vehicle loaded (40) Minimum weight 40,000 pounds per vehicle loaded (42) Minimum weight 42,000 pounds per vehicle loaded (44) Minimum weight 44,000 pounds per vehicle loaded (48) Minimum weight 48,000 pounds per vehicle loaded	
EXPLANATION OF ABBREVIATIONS	1050
ASSM = ATS Specialized, Inc. CFR = Code of Federal Regulations COD = Collection on Delivery Cty. = County FMCSA = Federal Motor Carrier Safety Administration HGB = Household Goods Carriers' Bureau, Agent Hwy. = Highway ICC = Interstate Commerce Commission KD = Knocked Down M/W = Minimum weight in pounds NC = Not Classified NOI = Not Otherwise Indexed by governing classification NOS = Not Otherwise Specified herein SU = Set Up viz. = Videlicet; namely	

For explanation of reference marks and abbreviations, see Items 1000 and 1050.