

1. ACTION PREMIUM SERVICE provides a guarantee that CARRIER will deliver the shipment within the "standard" number of transit time day(s) or at a specific time agreed to by the customer and CARRIER before the shipment is tendered.
2. Request for ACTION PREMIUM SERVICE must clearly and legibly indicate in the body of the Bill of Lading either "ACTION GUARANTEED DAY" or "ACTION GUARANTEED TIME" service requested. Shipper must notify CARRIER's driver at time of pickup that ACTION PREMIUM SERVICE is requested.

SECTION I - ACTION GUARANTEED DAY

- a. When GUARANTEED DAY service is required it must be requested on the shipper's Bill of Lading at time of shipment and CARRIER's driver must be notified at time of pickup that GUARANTEED DAY service is requested. Bill of Lading must be marked "ACTION GUARANTEED DAY" requested.
- b. The additional charge for GUARANTEED DAY service will be \$47.25.
- c. GUARANTEED DAY shipments will be offered for delivery to the consignee in accordance with our published standard transit time within normal business hours.
- d. Should CARRIER fail to tender or make the shipment available for delivery within the published standard transit time, customer is required to make a written request within 30 days of delivery failure by 5:00 p.m. local time. CARRIER will remove the GUARANTEED DAY fee from the shipment. All other application freight charges will remain in effect.
- e. CARRIER reserves the right to suspend the Guaranteed Service program when conditions warrant. If the program is temporarily suspended, CARRIER will post appropriate notifications. Any shipment tendered during such a period will move under general LTL pricing and requirements.

SECTION II - ACTION GUARANTEED TIME

- a. When GUARANTEED TIME service is required the customer should call 1-888-715-7690 for approval and price and then notify CARRIER's driver at time of pickup that GUARANTEED TIME service is requested. Bill of Lading must be marked "ACTION GUARANTEED TIME" requested.
- b. Freight charges, including the additional charge for GUARANTEED TIME service will be quoted at the time of approval.
- c. GUARANTEED TIME shipments will be delivered within one (1) hour of the agreed time of delivery setup in advance of the shipment. (Example: Agreed time of 10:00 a.m. will be delivered no later than 10:59 a.m.)
- d. Should CARRIER fail to tender or make the shipment available for delivery within one (1) hour of the agreed time, upon appropriate request by the paying customer, an adjustment that includes removal of the GUARANTEED TIME fee and a reduction of 50% of the freight charges, excluding accessorial charges, shall be made. Appropriate requests for adjustment must be made in writing by 5:00 p.m. Central Time Zone within 30 days of the shipment's guaranteed delivery date.

SECTION III – LIMITATIONS

- a. CARRIER shall not be liable for any failure to perform its ACTION GUARANTEED SERVICE or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is

caused by an act of God, public enemies, riots, strikes, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authority of laws, quarantines, civil commotion or hazardous incidents, a state of war, compliance with laws, government regulations, order or requirements, an act or omission of shipper, consignee or owner of goods, or any cause beyond the control of CARRIER.

- b. ACTION GUARANTEED SERVICE is NOT available on shipments as follows:
 - a) Shipments of Perishable Goods or shipments requiring Temperature Control service.
 - b) Shipments to: Construction Sites; Convention or Exhibition Centers and their associated locations; Fairs; Traveling Shows; Private Residence; Self-Storage Warehouses; Food or Grocery Warehouses, Schools, Churches, or any consignee that requires safety or security inspections.
 - c) Shipments of Prohibited or Restricted Articles as name in Item 780 of this tariff.
 - d) Over-length shipments (more than 12 feet long).
 - e) Shipments requiring Liftgate Delivery.
 - f) Shipments of excessive loose pieces (average less than 25 lbs. each).
 - g) Freight that presents load ability or storability problems.
 - h) Hazardous Materials requiring segregation.
 - i) Shipments to points not served direct by CARRIER, including points served by interline partner.
 - j) Shipments requiring notification prior to delivery.
 - k) Shipments with weights of 10,000 pounds or greater.
- c. Additional charges for GUARANTEED DAY or GUARANTEED TIME service will not be subject to incentive discount provisions.
- d. ACTION PREMIUM SERVICE applies only during "Business Hours" on "Business Days", excluding "Holidays".
- e. In the event the shipper or party tendering the bill of lading requests Guaranteed Day or Time Service on the bill of lading and the additional charges are moving on a collect basis, in the event the consignee refuses to pay the additional charges the shipper or party tendering the bill of lading will be liable for the Guaranteed Day or Time charges.

SECTION IV – DEFINITIONS

DELIVERED ON SCHEDULE:

- 1. GUARANTEED TIME: Within one (1) hour of the agreed time.
- 2. GUARANTEED DAY: When shipment is delivered on the CARRIER published standard service date or when it is available for delivery on the CARRIER published standard service date but is not delivered because of:
 - a. Unavailability of the consignee.
 - b. Refusal by the consignee to accept the shipment.
 - c. Inability of the consignee to pay for all charges due at the time of delivery if the consignee does not have established credit with CARRIER.
 - d. Other circumstances controlled by the consignee that prevent delivery.
- 3. BUSINESS DAY: Monday through Friday, excluding Holidays.
- 4. BUSINESS TIME: The time operations are generally conducted by the carrier at the terminal where the service is performed.
- 5. HOLIDAY: New Year's Day, New Year's Eve, Good Friday, Memorial Day, Independence Day, Labor Day, Mardi Gras (at NEW, BAT, LAF and MOB terminals), Martin Luther King Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is

performed. When the holiday falls on Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the prior Friday will be considered as a holiday.

End Item 895