

Tariff: BAHF 660



MC – 61129

GUARANTEED
Service

BETWEEN ALL POINTS SERVICED BY BAHF AND SPECIFIC U.S. POINTS

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

ISSUED: NOVEMBER 29, 2010

EFFECTIVE: NOVEMBER 29, 2010

ISSUED BY:

PAUL BILLINGS
PRESIDENT
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HARRISONVILLE, MO 64701

TARIFF – BAHF 600
Effective: November 29, 2010

GUARANTEED SERVICE

ITEM 100

GOVERNING PUBLICATIONS

This tariff is governed by the following described publications and by supplements thereto or reissues thereof:
(see Note A):

- (1) NMF 100 series (Classification Governing), issued by National Motor Freight Tariff Association, Inc. Agent;
- (2) BAHF 100 Series (Rules Tariff), issued by B&H Freight Line, Inc.
- (3) ATA 111 Series, (Hazardous Materials), issued by American Truck Association, Inc.

NOTE A – Whenever a rule or other provision is published in this tariff, it removes the application of a similar rule or provision published in any “governing publications”

ITEM 120

CANCELATION OF ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement of which in turn cancelled Item 365. If the new item provides a specific cancellation of prior issue or issues, this rule is not applicable.

ITEM 130

DEFINITIONS

GUARANTEED SERVICE applies only during “Business Hours” on “Business Days”, excluding “Holidays”.

“Business Day” means each day, Monday through Friday, excluding Holidays

“Business Hours: means that time during which operations are generally conducted by the carrier at the point where the service is performed.

“Holiday” means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, 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 considered as a holiday.

ITEM 150

APPLICATION OF TARIFF

The provisions of this tariff apply only when the consignor, consignee or payer of freight charges (third party billing shipments) requests **GUARANTEED SERVICE**. The request for such service will be subject to the rules, restrictions, discounts, minimum charges and other provisions contained herein.

ITEM 160**RESTRICTE PICK UPS AND DELIVERIES**

GUARANTEED SERVICE will **NOT** apply: On shipments requiring delivery or pick-ups at Convention Centers or Exhibition Centers.
Carrier is not responsible for delays in service due to the final consignees request for appointments, notifications, or other delays imposed on the delivering carrier.
Collect on Delivery (C.O.D.)
In Bond shipments

ITEM 175**FORCE MAJEURE**

GUARANTEED SERVICE described in this tariff will become void when conditions beyond carriers control and without its fault or negligence arise, including, without limiting and generality of the foregoing; acts of God or the public enemy, fire or explosion, flood, action of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workmen or other labor disturbances, acts or requests of any governmental authority, data communication or hardware failure beyond carriers control, or any cause beyond its control, whether or not similar to the foregoing. Service on such shipments delayed by Force Majeure will be performed at normal pricing published for the payer. If payer has no specific pricing published with BAHF, a discount of 60% off Class Rates in current BAHF tariff MARS500 series will be applied. Carrier may at its sole discretion notify customer that due to operational issues, timing, or other circumstances beyond its control that a pickup is being declined because carrier is unable to protect the service schedule.

ITEM 500**SERVICE GUARANTEES**

The party desiring **GUARANTEED SERVICE** may request such service by calling BAHF at 913-621-1840 ext 223 or 800-892-5006 ext 223. The **GUARANTEED SERVICE** request must be noted on the origin bill of lading. The agreed date for delivery must also be noted on the bill of lading and agreed to by both the shipper and B&H.

ITEM 510**DISCOUNTS and MINIMUM CHARGES**

1. Shipments moving under the provisions of this tariff wil be subject to a Surcharges of 30% applied to the otherwise applicable LTL Net Revenue or 30% applied to the otherwise applicable Minimum Charge Floor, subject to a minimum Surcharge of \$30.00.
2. Individual pricing established for the payer of freight charges will be applied to determine the otherwise applicable Net Revenue. This Net Revenue will then be subject to a Surcharge of 30% but not less than an additional \$30.00 .
3. When the payer has Contract Pricing established with BAHF and Guaranteed Service is requested by an authorized representative of the payer, this will be considered a one-time amendment of addendum to the Contract and a 30% Surcharge will be applied to the otherwise applicable contract Pricing but not less than an additional \$30.00.
4. In the absence of individual pricing or Contract pricing established for the payer of freight charges, the default discount of 60% will apply. The Net Revenue thus determined will be subject to a Surcharges of 30% but not less than an additional \$30.00.

ITEM 520**ADJUSTMENT OF FREIGHT CHARGES FOR SERVICE FAILURE**

If customer makes a written claim to BAHF , within 30 days of delivery for a failure to perform as agreed, BAHF will remove the 30% surcharge or \$30.00 minimum, whichever was applied. In addition B&H will refund 20% of the net revenue. If failure is due to conditions outlined in Item 175 – Force Majeure, no refund or reduction shall apply.