

**American West Worldwide Express, Inc.**

**Tariff AEWS 101-BW**

**Blanket Wrap Rules Tariff**

**1<sup>st</sup> Revised Page: 1**

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**Tariff AEWS 101-BW**

**Blanket Wrap Rules Tariff**

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**SECTION I - GOVERNING PROVISIONS**

**ITEM 100      GOVERNING PUBLICATIONS**

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

TITLE/SUBJECT	ISSUING/PROMULGATING ENTITY	ICC DESIGNATION OR FEDERAL GOVERNMENT PUBLICATION
Zip Codes	U.S. Postal Service	National Five Digit Zip Code & Post Office Directory

**ITEM 110      DEFINITIONS**

**DEFINITION OF TERMS AND ABBREVIATIONS:**

1. **AEWS** – ICC Standard Carrier Alpha Code for American West Worldwide Express.
2. **Blanket Wrap Service** – This service is for any shipment requiring protective pads and air-ride service on logistics equipped trailers receiving special handling and direct dock/tail gate delivery.
3. **BOL** – Bill of Lading
4. **Business day or business hours** – That time, other than Saturdays, Sundays or holidays, during which operations are generally conducted by the carrier at the point where service is performed.
5. **Carrier’s freight terminal** – The freight depot or station of the carrier at which freight shipment are loaded or unloaded.
6. **Chargeable Weight** – Cubic Dimensional Weight. See Item 149 paragraph 2 for a definition of cubic dimensional weight.
7. **COD** – Collect on Delivery
8. **Consignee** – The party to whom the freight is being delivered.
9. **Consignor** – The shipper, the party from whom the freight is being picked up.
10. **DOT** – Department of Transportation
11. **Doubles trailer** – A trailer 29 feet or less in length.
12. **Export** - Except as otherwise specifically provided, the term "export" shall be understood as meaning any traffic having a subsequent movement to a foreign country.
13. **FAK** – Freight All Kinds
14. **Holiday or Legal Holiday** – New Year’s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where service is performed. When the holiday falls on a Sunday, the following Monday will be observed as the holiday.
15. **Import** – Except as otherwise specifically provided, the term "import" shall be understood as meaning any traffic having a prior movement from a foreign country.
16. **LTL** – Less than Truckload
17. **Max.** – Maximum
18. **Min.** – Minimum
19. **Pkg.** – Package
20. **POD** – Proof of Delivery
21. **Shipment** – Except as otherwise provided, a shipment is defined as a single consignment of one or more packages, pieces or bundles tendered to American West for transportation from a single shipper address to a single consignee address.

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**ITEM 110**      **DEFINITIONS** (continued)

**DEFINITION OF TERMS AND ABBREVIATIONS** (continued):

22. **Truck or Vehicle** – Any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, and not more than a combined 60 linear feet of inside floor length, legally propelled or drawn by a single power unit.

**SYMBOLS:**

(%) Percent

(A) Addition

(C) Cancel or Cancelled

(CW) Change in wording resulting in neither increase nor reduction

(I) Increase

(N) New

(R) Reduction

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**ITEM 130      ADVANCEMENT OF CHARGES**

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

**ITEM 149      APPLICATION OF CHARGES**

Not applicable to this service type.

**ITEM 150      APPLICATION OF TARIFF - GENERAL**

- A. Rates, rules, charges, and other provisions herein apply on INTERSTATE and INTRASTATE traffic, regulated or exempt, only in connection with:
  1. Tariffs, contracts, and rates provided by the carrier and other publications of the carrier making specific reference to this tariff.
  2. Participating carriers on joint-line traffic.
- B. Any provisions shown herein which differ from those shown in the governing publications will take precedence over those in the governing publications.
- C. Any rates, rules, charges, discounts, or provisions provided by the carrier in its individual tariffs, in writing or by electronic transmission which differ from those shown herein will take precedence over those shown herein.
- D. All rates and charges in this tariff apply only on transportation and services performed by the carrier. Charges for: ocean freight, documentation, container rental, and other services not specifically stated herein or provided by the carrier, will be assessed in addition.

**ITEM 160      APPLICATION OF RATES – EXCEPTION CLASSES**

Not applicable to this service type.

**ITEM 175      APPLICATION OF RATES – PHYSICAL LOCATION REQUIRED**

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

**ITEM 210      APPLICATION OF RATES – MINIMUM CHARGE, CUBIC CAPACITY AND DENSITY**

Not applicable to this service type.

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**ITEM 345      ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**ARRIVAL NOTICE:**

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

**UNDELIVERED FREIGHT:**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier is unable to locate the consignee, or if the delivery cannot be accomplished because of an error or omission on the part of the consignor, the carrier will make a diligent effort to promptly notify the consignor, in writing, at the address shown on the bill of lading and request disposition instructions. If the consignor fails to provide disposition instructions, in writing, within 30 days after the date of notice, AEWS may, upon 30 days written notice to the consignor, dispose of the shipment at public or private sale and pay itself out of proceeds to satisfy the transportation charges owing on the shipment and/or any other monies owed AEWS. Any sums collected by AEWS in excess of such transportation charges will be paid to the consignor. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The consignor shall remain liable for all deficiency.
  
2. Undelivered shipments will be subject to the applicable storage or detention charges.

**ITEM 350      ASSEMBLY SERVICE**

Not applicable to this service type.

**ITEM 355      BEYOND PICKUP AND DELIVERY SERVICE**

Not applicable to this service type.

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

Not applicable to this service type.

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**ITEM 362 BILLS OF LADING – CORRECTED**

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

**ITEM 364 BILL OF LADING – ORDER BILLS**

Not applicable to this service type.

**ITEM 365 BILL OF LADING – TERMS AND CONDITIONS**

**TERMS AND CONDITIONS OF BILL OF LADING CONTRACT**

- Sec. 1. In tendering the shipment described herein for carriage, shipper agrees to be fully bound by all terms and conditions described in the American West Worldwide Express/Secured Air Freight Express (Carrier) Rules Tariff, a copy of which is available for inspection by the parties hereto upon written request. The following is a partial listing of the terms and conditions of this contract. The shipper and consignee are advised to review the Carrier's Rules Tariff for a complete listing of the terms and conditions governing this contract. In the event of a conflict between the terms and conditions listed below and those listed in the Carrier's Rules Tariff, those terms and conditions found in the Carrier's Rules Tariff shall prevail. This Bill of Lading is non-negotiable and no agent or employee of either party may alter this contract.
- Sec. 2. It is mutually agreed that the shipment described herein is accepted on the date hereof, in apparent good order (except as noted) for carriage as specified herein, subject to governing classifications and tariffs as of the date hereof. Said classifications and tariffs are available for inspection by the parties hereto and are incorporated into and made part of this contract.
- Sec. 3. In tendering this shipment for carriage, the Shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and in good order for carriage in accordance with standards established by the American Transportation Association.
- Sec. 4. Carrier shall not be liable for any loss, damage, delay, mis-delivery or other results not caused by its own negligence. Additionally, Carrier shall not be liable, in any event, for results caused by:
  - (a) Acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotion, or hazards or dangers incident to a state of war.
  - (b) The act, default, or omission of the Shipper, Consignee, or any other party claiming an interest in the shipping, including any breach of the warranty.
  - (c) The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - (d) Violation by the shipper or consignee of any of these conditions of contract.
  - (e) Acts, or omissions of any person other than the Carrier, including compliance with the delivery and special instructions from the Shipper, or Consignee.
  - (f) Noncompliance with laws, government regulations, orders or requirements, or from any cause beyond the Carrier's control.
- Sec. 5. Carrier will not be liable for loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or any articles of extraordinary value.
- Sec. 6. Carrier shall not be liable for any consequential or special damages whether or not the Carrier knew that such damages might be incurred.

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ITEM 365 **BILL OF LADING – TERMS AND CONDITIONS** (continued)

- Sec. 7. (a) The Shipper and Consignee shall be liable jointly and severally, for all unpaid freight charges, including sums advanced or disbursed by the Carrier, 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 the bill of lading shall limit the right of the carrier to require the repayment 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.
- Sec. 8. In the event of any breach of contract and/or default by Shipper or Consignee for services performed by Carrier, then Carrier shall be entitled to any and all remedies available at law or in equity. If the Shipper (or Consignee, in the event of a collect shipment) fails to pay any amount due the Carrier within 15 days, Shipper (or Consignee where applicable) hereby agrees to:
  - (a) Pay to the Carrier interest at the rate of 1.5% per month.
  - (b) Forfeit use of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions, if any, on all unpaid freight bills.
  - (c) Where no discount was applied to the original freight bill, pay a penalty of 25% of the remaining freight bill amount due Carrier.
  - (d) Pay actual attorney fees and/or court costs associated with, or as a result of, any action to collect unpaid freight bills and associated charges described above.
- Sec. 9. Carrier assumes no obligation to commence or complete transportation within a certain time.
- Sec. 10. Carrier shall be allowed to open and inspect all shipments.
- Sec. 11. Carrier may, at its sole discretion, select any mode of transportation that it feels can best offer the services required as checked on the face of this Bill of Lading. Air Freight shipments (Tariff AEWS 103-AF, Item 875) may be diverted to motor or other carrier unless shipper gives other instructions hereon.
- Sec. 12. Shipper must denote an accurate and specific description of the articles to be shipped on the face of this Bill of Lading.
- Sec. 13. Dimensional Weight shall apply to Air Freight shipments (Tariff AEWS 103-AF, Item 149)) and Shipper must show dimensions in inches on bill as follows: Length x Width x Height = Cubic inches.
- Sec. 14. Carrier's liability for domestic Air Freight shipments (Tariff AEWS 103-AF, Item 579) is limited to the lesser of \$.50 per pound or the actual value of each piece that may have been lost or damaged, unless a higher value is declared herein, and applicable charges paid thereon. Carrier's liability for International Air Freight shipments is limited to \$9.07 per pound unless a higher value is declared herein and applicable charges paid thereon.

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ITEM 365 **BILL OF LADING – TERMS AND CONDITIONS** (continued)

- Sec. 15. Carrier's liability on Ground shipments (Tariff AEWS 102-GC, Item 579) shall represent the reasonable destination value as governed by the National Motor Freight Classification (NMFC). Reasonable destination value shall not include overhead expenses, destination sales, distribution or handling expenses not actually incurred, profit which is anticipated but unearned at the time of movement, or other similar items included in or added to the destination value. NMFC liabilities apply, not to exceed \$20.00 per pound, if cargo rated at NMFC Class rates. If linear foot or pallet rates apply, maximum liability will be \$.60 per pound unless otherwise declared, and additional insurance purchased.
- Sec. 16. Carrier's liability for Blanket Wrap / Air Ride shipments (Tariff AEWS 101-BW, Item 407 and Item 579) is limited to the lesser of \$.60 per pound or the actual value of each piece that may have been lost or damaged, unless a higher value is declared herein and applicable charges paid thereon.
- Sec. 17. Carrier shall have a lien on this shipment for all sums due and payable to Carrier. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California Civil Code Section 3051.5.
- Sec. 18. In the event of the failure or inability of the Consignee to take delivery of the shipment, Carrier will notify the Shipper in writing at the address shown on this Bill of Lading, and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of the Carrier's notice, Carrier will return shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Carrier may, upon 30 days written notice to the Shipper, dispose of the shipment at public or private sale, and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Carrier in excess of such transportation charges will be paid to the Shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the Consignee shall remain liable, jointly and severally for any deficiency.
- Sec. 19. All claims for loss or damage must be made within 90 days from the date of the receipt of the shipments for Air Freight shipments (Tariff AEWS 103-AF, Item 407), and within 9 months from the receipt of the shipment for Ground (Tariff AEWS 102-GC, Item 407) and Blanket Wrap / Air Ride shipments (AEWS 101-BW, Item 407). When concealed loss or damage is discovered after a clear delivery has been given to the Carrier, the Carrier must be notified within 7 days after the delivery of the shipment for Air Freight shipments (Tariff AEWS 103-AF, Item 407), and within 15 days after the delivery of the shipment for Ground (Tariff AEWS 102-GC, Item 407). No concealed damage claims are allowed on Blanket Wrap / Air Ride shipments (Tariff AEWS 101-BW, Item 407), since inspection is required as blankets are removed on delivery.
- Sec. 20. All goods and packaging must be held for inspection by the Carrier, and all goods must be packed to withstand the normal hazards of transportation for any claim to be valid.
- Sec. 21. Claims for loss or damage must be supported by an invoice for manufacturer's cost and documentation of the shipment's weight.
- Sec. 22. No claim with respect to a shipment, any part of which is received by the consignee, will be processed, investigated or paid until all transportation charges have been paid.
- Sec. 23. "Special damages" such as loss of production, loss of sales, stand-by-time, contract penalties, and similar items, even though resulting from loss, damage, or delay due to carrier negligence, shall not be paid.

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ITEM 365 **BILL OF LADING – TERMS AND CONDITIONS** (continued)

- Sec. 24. Claims for overcharges or duplicate billings must be made in writing within a period of one year after the date of acceptance of shipment by the Carrier.
- Sec. 25. The following shipments will not be accepted under any circumstance: Corpses, cremated or disinterred remains; Live animals, other than lobsters and animals used for use at a medical laboratories; Precious metals; Coins, currency or negotiable instruments; Stamps, Furs or fur clothing, Gem stones, cut or uncut, pearls; Jewelry, other than costume; Originals of manuscripts, drawings, audio or video recordings, microfilm or fiche, or magnetic tapes for which no other copy exists; Archeological artifacts. Artwork or objects of art; and Antiques are acceptable with prior written agreement from American West / Secured Air Freight and a tariff on file.
- Sec. 26. The following shipments will not be accepted for carriage with a value declared on this Bill: Shipments of prototype material, models, or one of a kind items; Rugs, namely Oriental or Indian; Personal effects or household goods.
- Sec. 27. A shipment with a declared value in excess of \$25,000.00 will be accepted only when advance arrangements have been made with the Carrier's claims department and a tariff is on file.
- Sec. 28. Shipments likely to impregnate or otherwise damage equipment or other shipments will only be accepted when advance arrangements have been made with the Carrier.
- Sec. 29. Shipments requiring devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the Shipper and/or Consignee and when Carrier has received notification.
- Sec. 30. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels and Carrier must be given prior notification.
- Sec. 31. Any article susceptible to damage as a result of any condition which may be encountered in transportation such as high or low temperatures, atmospheric pressure, or sudden changes in either, must be adequately protected by proper packing, as Carrier will not be liable.
- Sec. 32. To the extent that it is not governed by Federal law, the Contract and the tariffs incorporated by reference shall be construed, and the performance of the transportation hereunder shall be determined, in accordance with the laws of the State of California. In the event of a lawsuit or other legal proceeding. Shipper and/or consignee covenants agree that San Luis Obispo County, California retains both in rem and in personam jurisdiction over Shipper and all of Shipper's Assets. If any provision of this Contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of the contract shall not be affected thereby.
- Sec. 33. Carrier shall not be liable for the accuracy of the quantity or actual contents listed on this Bill of Lading for sealed containers tendered for shipment where the Carrier is unable to verify contents of said containers.
- Sec. 34. International carriage is subject to rules relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw Poland, on October 12, 1929.
- Sec. 35. By selecting a mode of transportation on the Bill of Lading, shipper will be governed by the corresponding tariff.

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**ITEM 382      CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE**

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

**ITEM 390      CHARGES FOR DECLARED VALUE**

Shipper may declare a value on the bill of lading by prior written agreement with American West and reflected in an individual tariff.

- A. The shipper may declare a value on the entire shipment, or where the shipment consists of more than one (1) piece, the shipper may declare different values on any piece(s) which is tendered to American West as separately identifiable unit(s) by so indicating on the bill of lading and specifically and completely describing the contents thereof as to the article(s), weight(s), number of pieces and consignee(s), provided that:
  - 1. If a value is declared on the entire shipment (see Item 579 (1), Note 1) an additional transportation charge (see Appendix A) shall be required for each \$100.00 (or fraction thereof). This charge will be subject to a minimum charge of (see Appendix A). American West's liability shall be determined pursuant to Item No. 579 (3) (A) once a value is declared.
  - 2. If a value is declared on a piece(s) (see Item 579 (1), Note 1) an additional transportation charge of (see Appendix A) shall be required for each \$100.00 (or fraction thereof). This charge will be subject to a minimum charge of (see Appendix A). American West's liability shall be determined pursuant to Item No. 579 (2) (A) once a value is declared.

**ITEM 392      CHARGES FOR OVERSIZED SHIPMENTS**

- 1. Definition  
A shipment that contains a piece with a length of eighty-three (83) inches or greater; or a height or width of fifty-nine (59) inches or greater, or with an actual weight of more than 300 pounds. Additional charges will apply and may require an extra day in transit.
- 2. Charges  
See Appendix A for applicable charges.

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**ITEM 394      CHARGES PREPAID OR COLLECT**

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

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

**ITEM 396      CHARGES FOR RESTRICTED ARTICLE SHIPMENTS**

Not applicable to this service type.

**ITEM 407      CLAIMS, LOSS AND DAMAGE**

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

1. All claims for shipments within the United States, except for overcharges, must be made in writing to American West within 9 months after the date of acceptance of the shipment by American West. Claimant must be party to the Bill of Lading or prove title.
2. No concealed damage claims are allowed on "Blanket Wrap" shipments, since inspection is required as blankets are removed on delivery.
3. Shortage or damage must be noted on delivery receipt for claim to be paid. Inspection of all items should be done at time of receipt. Any notation such as: "Subject to Recount", "Subject to later Inspection", "Items not right side up" will not be accepted to delay inspection and claim filing and are invalid.
4. No claim or loss or damage to a shipment, any part of which is received by the consignee, will be investigated or processed until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.
5. "Special damages" such as loss of production, loss of sales, stand-by-time, contract penalties, and similar items, even though resulting from loss, damage, or delay chargeable to carrier negligence, shall not be paid unless specified in the contract of carriage.

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**ITEM 407      CLAIMS, LOSS AND DAMAGE (continued)**

- 6. Claimant should assign to each claim a number, inserting this number in the space marked "Claimant Reference #" provided on the claim form.
- 7. Claimant will place an (x) in the space provided before the documents that have been attached to the claim form in support of the claim being filed and explaining under "Remarks" the absence of any of the documents called for in connection with this claim.
  - A. Invoice for manufacturer's cost must be attached to the claim form before a claim will be entertained from a "manufacturer".
  - B. Documentation showing "weight" of each item must be attached to the claim form before a claim will be entertained.
- 8. Carrier liability on Blanket Wrap / Air Ride shipments without full value insurance stated on the Bill of Lading shall be paid at \$0.60 per pound.
- 9. Claims for overcharges must be made in writing to American West within one year after date of acceptance of the shipment by American West.
- 10. All claims are processed as expeditiously as possible. Your claim will be acknowledged within 30 days and investigation completed within 120 days or longer depending on circumstances. All necessary documents should be attached to your claim to speed up handling.

**ITEM 430      COLLECTION ON DELIVERY (COD) SHIPMENTS**

- 1. COD shipments will be accepted subject to the following provisions and charges.
  - A. Unless stated otherwise in an individual tariff or contract, the charge for collecting and remitting the amount of each COD will be (see Appendix A), subject to a minimum charge of (see Appendix A).
  - B. The amount of the C.O.D. to be collected from the consignee must be entered on American West's bill of lading by the shipper in the space provided. American West shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper.
  - C. The letters "C.O.D." and the total amount to be collected on delivery must be legibly and durably marked on each piece of a C.O.D. shipment by the shipper.
  - D. Only the following forms of payment will be accepted in payment of COD amounts:
    - 1. Bank Cashier's Check
    - 2. Bank Certified Check
    - 3. Money Order
    - 4. Company/Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

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**ITEM 435**      **COLLECTION OF CHARGES – THIRD PARTY BILLING** (continued)

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

**Note 2** – Shipments that are marked 3<sup>rd</sup> party and Section 7 signed, will have Section 7 voided as carrier does not have the ability to C.O.D.

**ITEM 450**      **CONSTANT SURVEILLANCE SERVICE**

Not applicable to this service type.

**ITEM 475**      **EXTENSION OF CREDIT INCLUDING LATE PAYMENT PENALTY**

American West is making this tariff publication to exercise its options concerning the credit period and collection of expense charges.

1. Carrier’s standard credit period shall be 15 calendar days (i.e., includes Saturdays, Sundays, and legal holidays). The credit period begins the day after presentation of the freight bill as defined in 49 CFR 1320.3.
2. Notice shall be given on the freight bill, or by separate written notice accompanying the freight bill, that failure to pay freight charges within the credit period may subject those charges to tariff penalties.
3. If the Shipper (or Consignee, in the event of a collect shipment) fails to pay any amount due the Carrier within 15 days, Shipper (or Consignee where applicable) hereby agrees to:
  - a. *Pay to the Carrier interest at the rate of 1.5% per month*
  - b. *Forfeit use of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions, if any, on all unpaid freight bills.*
  - c. *Where no discount was applied to the original freight bill, pay a penalty of 25% of the remaining freight bill amount due Carrier.*
  - d. *Pay actual attorney fees and/or court costs associated with, or as a result of, any action to collect unpaid freight bills and associated charges described above.*
4. Carrier shall have a lien on this shipment for all sums due and payable to Carrier. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California Civil Code § 3051.5.
5. Either a revised freight bill or a specific notice of the application of the above assessments as a collection expense charge for late payment shall be provided between 60 and 90 days after expiration of the authorized credit period.
6. The collection expense charges described herein shall be applied only to the non-payment of original, separate, and independent freight bills and shall not apply to aggregate “balance due” claims on past shipments sought by a bankruptcy trustee or any other person or agent.

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**ITEM 475      EXTENSION OF CREDIT INCLUDING LATE PAYMENT PENALTY (continued)**

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

**ITEM 476      ATTORNEY FEES**

In the event of any dispute between American West and any other party to the shipment, the prevailing party is entitled to attorney's fees, litigation and court costs and collection costs. In the event American West exercises a possessory lien, the consignor, consignee or the third party billing payor shall also pay for American West's attorney fees incurred in connection with the possessory lien, even if prior to litigation.

**ITEM 477      LIEN NOTICE**

THE SHIPPERS FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LEIN ON FUTURE SHIPMENTS: AEWS and/or freight forwarder shall have a lien on freight in its possession or on future shipments of freight. The lien shall be for the total amount owed to the carrier and/or freight forwarder for freightage, charges, or services and advances due on freight previously delivered upon the promise of the consignor or consignee to pay freightage, charges and advances. The lien shall include billed freight charges, cost of storage, and appropriate security for the subsequent shipment held by AEWS and/or freight forwarder. The lien shall also include the cost of keeping and selling the property, including publication costs, collection services and attorney's fees incurred in order to comply with California Civil Code Sections 3051.5 and 3052. The proceeds of the sale must be applied to the discharge of lien. The remainder, if any must be paid over to the legal owner of the property. The consignor shall remain liable for any deficiency. If AEWS and/or freight forwarder are not paid in full (10) days after providing written notice to the consignor and consignee that their freight is being held pursuant to a possessory lien, AEWS may proceed to sell such property provided that no sale of the property may take place for at least thirty-five (35) days from the date that the possession of the property is delivered to AEWS and/or freight forwarder.

**ITEM 480      DELIVERY VIA CUSTOMS AND FAILURE TO DELIVER**

Not applicable to this service type.

**ITEM 485      DELIVERY REPORTS**

Not applicable to this service type.

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

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

**Section 1 – General Provisions**

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

**Section 2 – Computation of Time**

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

**Section 3 – Free Time**

Free time per vehicle stop shall be 15 minutes.

**Section 4 – Charges**

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

**ITEM 501      DETENTION – VEHICLES WITHOUT POWER UNITS**

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

**Section 1 – General Provisions**

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

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ITEM 501 DETENTION – VEHICLES WITHOUT POWER UNITS (continued)

Section 2 – Computation of Time

A. Commencement of Spotting and Free Time

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. When trailers are spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee. When trailers are spotted for loading, such time shall commence when the trailer is spotted at the site designated by the consignor.
2. When trailer is both unloaded and reloaded, each transaction will be treated independently of the other.

B. Termination of Spotting and Notification

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

Section 3 – Charges

After the expiration of free time as provided in Section 2 (A) of this item, charges for detaining a trailer will be assessed as follows:

1. For each of the first and second 24 hour periods (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge will be spot quoted.
2. For each of the third and fourth 24 periods (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge will be spot quoted.
3. For the fifth and each succeeding 24 hour period (or fraction thereof) (Saturdays, Sundays, and holidays excepted), the charge will be spot quoted.

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**ITEM 501      DETENTION – VEHICLES WITHOUT POWER UNITS (continued)**

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

**ITEM 510      DISTRIBUTION SERVICE**

Not applicable to this service type.

**ITEM 515      EQUIPMENT – FORKLIFT**

Not applicable to this service type.

**ITEM 520      EQUIPMENT – POWER LIFT GATE**

Not applicable to this service type.

**ITEM 560      EXTRA LABOR**

**Section 1 - Extra Labor:**

When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the following charges and provisions will apply:

	<u>PER MAN PER HOUR OR FRACTION THEREOF</u>	<u>MINIMUM CHARGE PER MAN PER DAY</u>
Monday – Friday During business hours - up to 8 hours	Spot Quoted	Spot Quoted
Saturday – Sunday – Holidays After business hours or over 8 hours	Spot Quoted	Spot Quoted

**Section 2 - Additional Help:**

- 1) Additional help will be required for loading or unloading shipments, as the case may be:
  - a) When, because of size, weight or other nature of the commodity, public laws or regulations require the service of flagmen, or
  - b) When an article or articles in a single container or shipping form:
    1. Weighs 500 pounds or more, or
    2. Exceeds 8 feet in the greatest dimension (See Exception), or
    3. Exceeds 4 feet in both greatest and intermediate dimension (See Exception), or

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**ITEM 560**      **EXTRA LABOR** (continued)

**Exception:** Additional help is not deemed to be required if such article (or articles) weighing less than 500 pounds and:

- a) Does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in any other dimension, or,
  - b) Does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed one foot in its least dimension.
  - c) When required by shipper or consignee in connection with a pickup or delivery as the case may be.
- 2) Whenever additional help is required, as defined above, such help shall be furnished by the shipper or consignee as the case may be. If requested, carrier will undertake, on behalf of shipper or consignee, to employ additional help. The following charges for each man furnished (other than the truck driver for whom no charge will be made) shall be the same as those in Section 1 of this item.

**ITEM 565**      **FRACTIONS**

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

**ITEM 566**      **FUEL SURCHARGE**

Unless otherwise specifically provided, a fuel surcharge of (see Appendix A) shall apply on all line haul charges.

Application:

- 1. The fuel surcharge level will typically be adjusted weekly based on the U.S. National Average Fuel Index. The National Average Fuel Index is published by the Energy Information Administration of the U.S. Department of Energy and is available by telephone at 1-202-586-6966 or on the Internet at [www.eia.doe.gov](http://www.eia.doe.gov).
- 2. In applying the surcharge, first determine the freight charges that would otherwise be applicable without the effect of the surcharge, including the effect of the alternation process and any applicable discount or reduction. Once determined, the charge will then be subject to increase by the amount of the surcharge. The surcharge will be shown as a separate line entry on the freight bill.
- 3. Freight charges for line haul transportation shall include line haul, ocean, pickup and delivery charges such as but not limited to, minimum charges, charges calculated from class or exception rates, density minimum charges, absolute minimum charges, minimum truckload charges, exclusive use minimum charges, capacity load minimum charges, per vehicle charges and per pup charges. Except as otherwise provided the increase will not apply to charges for special services. Where a through rate is constructed by combining two or more factors, the surcharge shall be applied to the resulting total charges.

**ITEM 567**      **HANDLING FREIGHT NOT ADJACENT TO VEHICLE/INSIDE DELIVERY**

Not applicable to this service type.

**ITEM 568**      **HOTEL AND MOTEL SERVICE**

Not applicable to this service type.

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**ITEM 570      IMPRACTICABLE OPERATIONS**

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys, or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

**ITEM 572      INTERNATIONAL ACCESSORIAL CHARGES**

Not applicable to this service type.

**ITEM 575      LIABILITIES NOT ASSUMED**

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

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**ITEM 575**      **LIABILITIES NOT ASSUMED** (continued)

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

**ITEM 577**      **LIMITATION OF ACTIONS**

In the case of shipments destined to points in the United States and Puerto Rico, American West shall not be liable in any action brought to enforce a claim unless the applicable provisions of Item 407 have been complied with and unless such action is brought within nine (9) months after the date written notice is given to the claimant that American West has disallowed the claim in whole or in part.

**ITEM 579**      **LIMIT OF LIABILITY**

In consideration of American West's rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment, as determined below and in the case of a declared value in conjunction with Item 390 (See Note 1 below) the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions stated below and Item 390 where applicable and that the total liability of American West shall in no event exceed: (Subject to Note 4 below).

1. For shipments or pieces not having value:
  - A. \$0.60 per pound multiplied by the number of pounds (or fraction thereof) of each piece(s) of the shipment which may have been lost, damaged or destroyed or the actual value of such piece(s), whichever is less, plus the amount of any transportation charges relating to such shipment or piece for which American West may be liable, or
  - B. The amount of any damages actually sustained whichever is the least.

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ITEM 579 LIMIT OF LIABILITY (continued)

- 2. For a piece(s) of a shipment whose value has been separately declared pursuant to Item 390 (A) (2):
  - A. The declared value of the piece(s) which may have been damaged or destroyed or the actual value of the piece, whichever is less, plus the amount of any transportation charges for which American West may be liable or
  - B. The amount of any damages actually sustained whichever is the least.
- 3. For shipment having a value declared on the total shipment pursuant to Item 390 (A) (1):
  - A. In the case of loss, damage or destruction of the entire shipment, the declared value of the shipment or the actual value of the shipment, whichever is less, plus the amount of any transportation charges for which American West may be liable, or
  - B. In the case of loss, damage or destruction of part of the shipment, the average declared value per pound of the shipment (see Note 2) multiplied by the number of pounds (or fraction thereof) of each piece (see Note 3) of the shipment which may have been lost, damaged, or destroyed or the actual value of each piece (s), (see Note 3) whichever is less, plus the amount of transportation charges for which American West may be liable, or
  - C. The amount of any damages actually sustained whichever is the least amount.
- 4. The total liability of American West shall in no event exceed:
  - A. The value of the shipment as determined pursuant to Item 390, or
  - B. The actual value of the shipment at the time and place of the shipment (if such actual value is less than the declared value), or
  - C. The amount of any damages actually sustained whichever is the least.

NOTE 1: For purposes of this rule, declarations of value equivalent to or less than \$0.60 per pound will be null and void.

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

Example: Declared Value: \$10,000.

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

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

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**ITEM 579**      **LIMIT OF LIABILITY** (continued)

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

NOTE 4:      American West’s maximum limit of liability is as stated in Section 1A of this rule, irrespective of the mode of transportation provided by American West or the form of shipping document accepted by American West.

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

Not applicable to this service type.

**ITEM 610**      **MINIMUM CHARGE**

Not applicable to this service type.

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

Not applicable to this service type.

**ITEM 650**      **OPERATING RIGHTS**

ICC Docket **MC-208921**

(1) Over irregular routes, transporting general commodities (except household goods; commodities in bulk; classes A and B explosives; Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in Para. 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in CA.

(2) Sub 1 – To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except household goods; commodities in bulk; classes A and B explosives; Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in Para. 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in the U.S.

(3) Sub 2 – To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except household goods; commodities in bulk; classes A and B explosives; Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in Para. 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in the U.S., under continuing contract(s) with commercial shippers or receivers of such commodities.

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**ITEM 650**      **OPERATING RIGHTS** (continued)

(4) Sub 3 - To operate as a broker, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except household goods; commodities in bulk; classes A and B explosives; Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in Para. 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in the U.S.

**ITEM 720**      **PAYMENT OF CHARGES**

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

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

EXCEPTION 1: Upon the receipt of the shipper or consignee and upon proof of credit standing acceptable to American West, credit will be extended for a period of fifteen (15) days from the date of billing by American West. Bills will be issued to such credit accounts within 72 hours after movement, unless the day of mailing falls on a Sunday or a legal holiday, the bill will be mailed on the first day thereafter.

**ITEM 750**      **PICKUP OR DELIVERY SERVICE – GENERAL**  
(DOES NOT APPLY WHEN ITEMS 754 OR 755 ARE APPLICABLE)

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

1. **LOADING BY CARRIER**

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to the vehicle. Loading includes stowing and counting of the freight in or on carrier's vehicle except where by previous arrangement with the shipper the freight is to be loaded and counted by the shipper with *shipper's load and count* noted on the bill of lading.

2. **UNLOADING BY CARRIER**

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle when practical and or physically possible. Unloading includes counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle.

3. **RESTRICTION ON LOADING OR UNLOADING BY CARRIER**

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

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**ITEM 750 PICKUP OR DELIVERY SERVICE – GENERAL (continued)**

4. LOADING BY CONSIGNOR OR UNLOADING BY THE CONSIGNEE

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at its own expense the loading or unloading of the shipment on or from the carrier's equipment.

5. WAIVER OF DELIVERY RECEIPT

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

**ITEM 751 PICKUP OR DELIVERY SERVICE – NEW YORK, NY GARMENT AREA**

Not applicable to this service type.

**ITEM 752 PICKUP OR DELIVERY SERVICE – CONVENTIONS, EXHIBITIONS, FAIRS OR SHOWS**

Not applicable to this service type.

**ITEM 754 PICKUP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS**

1. The carrier is not obligated to furnish pickup or delivery service on Sundays or holidays.
2. When the consignor or consignee requests carrier to pick up or deliver freight on Sundays or holidays, and the carrier agrees to perform the requested service, such service will be on a spot quote basis. Such charge shall be in addition to all other applicable charges.
3. Computation of the time shall commence upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee and shall end upon completion of loading or unloading and receipt by the driver or a signed bill of lading or delivery receipt.
4. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

**ITEM 755 PICKUP OR DELIVERY SERVICE – SATURDAYS**

1. The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Saturdays.
2. When consignor or consignee requests carrier to pickup or deliver freight on Saturday, and the carrier agrees to provide the requested service, such service will be on a spot quote basis. Such charge shall be in addition to all other applicable charges.
3. All home deliveries are done on a spot quote basis, pending service availability.

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**ITEM 755 PICKUP OR DELIVERY SERVICE – SATURDAYS (continued)**

- 4. Computation of time shall commence upon notification by the driver to responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee, and shall end upon completion of loading and receipt by the driver of a signed bill of lading or delivery receipt.
- 5. Charges must either be paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

**ITEM 756 PICKUP OR DELIVERY SERVICE – DELIVERY AT MINE SITES**

Not applicable to this service type.

**ITEM 757 PICKUP OR DELIVERY SERVICE – SPECIAL**

Not applicable to this service type.

**ITEM 765 PRECEDENCE OF RATES**

- 1. When a rate or charge is named or restricted to apply for a specific shipper, consignee, or third party, or to or from designated facilities, such rate or charge takes precedence over all other rates or charges, whether specific or distance, that might otherwise be applicable.
  - a. The provisions of only one discount, allowance and/or exception, or FAK rating, whether named in this tariff, or any other tariff, or contract agreement, will be allowed per shipment.
  - b. If more than one discount, allowance and/or exception, or FAK rating is in effect for a particular shipment, the discount, allowance, exception or FAK rating or provision in effect for the account of the payer of the freight charges shall take precedence, providing the name of such payer is shown on the original bill of lading at the time of shipment.
  - c. If more than one discount item has been published for the same consignor, that item having the latest effective date will take precedence and be the applicable item.
- 2. When transportation is performed by carrier under its MC208921 contract carrier authority, the rates and other provisions contained in the written, bilateral contract for said service shall take precedence over the rates named in this tariff.

**ITEM 770 PREPAYMENT – EXPORT AND IMPORT SHIPMENTS**

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

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**ITEM 775      PRIVATE RESIDENCE SERVICE**

Not applicable to this service type.

**ITEM 780      PROHIBITED OR RESTRICTED ARTICLES**

1. Property of extraordinary value.
  - a. Unless otherwise provided, the following property will not be accepted for shipment or as premiums accompanying other articles:
    - Antiques
    - Archeological artifacts
    - Artworks or objects of art, including but not limited to: paintings, sculptures or tapestries.
    - Bank Bills
    - Coin collections
    - Copper, Gold or Silver Coins
    - Currency
    - Deeds
    - Drafts
    - Gold bullion, alloys, cyanides, dust, sulfides or other uncoined gold.
    - Jewelry, other than costume or novelty
    - Letters, with or without stamp affixed
    - Manuscripts, original of which no other copies exist.
    - Microfilm, microfiche, or magnetic tapes or discs, original of which no other copies exist.
    - Museum exhibits or articles of antiquity
    - Negotiable securities
    - Notes
    - Original works of art
    - Pearls
    - Platinum
    - Postage stamps
    - Precious stones (cut or uncut)
    - Revenue stamps
    - Silver bullion, alloys concentrates, cyanides precipitate sulfides or other uncoined silver.
    - Stamps or coupons having exchange value of any kind.
    - Stamp collections
    - Valuable collections or collectors items
    - Valuable papers of any kind
  - b. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.
  - c. Electronic, mechanical or engineering apparatus of custom or single or limited manufacture (one-of-a-kind) shall be deemed as having extraordinary value.

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**ITEM 780**      **PROHIBITED OR RESTRICTED ARTICLES** (continued)

2. Freight liable to damage other freight or equipment.

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

**ITEM 810**      **PROTECTIVE SERVICE**

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

**ITEM 820**      **RECONSIGNMENT OR DIVERSION**

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

**A. Definitions of re-consignment or diversion:**

1. For the purpose of this rule, the terms re-consignment and diversion are considered to be synonymous and the use of either will be considered to mean:
  - a. A change in the name of the consignor or consignee.
  - b. A change in the place of delivery within original destination point.
  - c. A change in destination point.
  - d. Relinquishment of a shipment at point of origin.
  - e. Refused shipment being returned to the original shipper.
2. For the purpose of this rule, the term original destination point shall be that address within a village, town, or city or other point that appears on the bill of lading at the time of shipment.

**B. Conditions:**

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

**C. Charges**

Charges for re-consignment will be determined on a spot quote basis.

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**ITEM 830**      **REDELIVERY**

When a shipment is tendered for delivery and, through no fault of the carrier such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place, the redelivery charge will be determined on a spot quote basis.
2. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, the charge will be on a spot quote basis.
3. All charges accruing under this rule must be paid or guaranteed by the party requesting redelivery to the satisfaction of carrier.

**ITEM 860**      **RETURNED, UNDELIVERED SHIPMENTS**

Undelivered shipments that are returned to the initial shipper will be double the outbound freight charges.

If the shipment is returned before leaving origin terminal, the charge will be determined on a spot quote basis.

**ITEM 870**      **REVERSAL CHARGE**

1. A request from a shipper to reverse or change the freight bill charges from collect to prepaid basis or from prepaid to collect basis or change of payer, third party billing, etc, will require a corrected bill of lading from the shipper, providing the shipper has established credit with the carrier.
3. The service provided in this item is only for reversal of the freight charges and does not include any shipper or consignee name change, change in consignee's address or destination point. These services are covered in Item 820 and will be subject to the charges provided in that item, which are in addition to the charges provided above.

**ITEM 875**      **ROUTING AND RE-ROUTING SHIPMENTS**

Not applicable to this service type.

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**ITEM 879**      **SCHEDULED SERVICE**

AEWS holds itself out continuously to provide as expeditious a service as possible considering delays, which may be caused by weather conditions, the public enemy, the authority of the law or Acts of God. However, AEWS is not bound to transport any shipment by any particular schedule or vehicle, or in time for any particular market or in any manner other than with reasonable dispatch.

1. If a shipment is received with a notation on the bill of lading requesting a specific delivery schedule or for any delivery to be made on or by a specific date, the request will be treated as a desired service goal and not a binding contractual delivery deadline.
2. A notation on the bill of lading demanding a specific delivery deadline will not be accepted as a change or cancellation of the Bill of Lading Contract Terms and Conditions.

**ITEM 880**      **SEALING OF TRUCKS**

Except as other wise provided, shippers and receivers of freight will not be accorded the exclusive use of carrier's vehicles. Carrier, at its option, may load and transport the freight of various shippers and receivers in the same vehicle. Carrier may remove any seals or locks applied to its vehicle by shippers, receivers or owners of the property transported for the purpose of loading and co-mingling shipments of various shippers and receivers in the same vehicle.

**ITEM 881**      **SHIPMENT PREPARATION**

Not applicable to this service type.

**ITEM 882**      **SHIPMENTS ACCEPTABLE**

Not applicable to this service type.

**ITEM 883**      **SHIPMENTS NOT ACCEPTABLE**

Not applicable to this service type. Covered in Item 780.

**ITEM 884**      **SHIPPER AND CONSIGNEE LIABILITY**

The shipper, consignee or party responsible for payment of charges shall be liable, jointly and severally, to pay or indemnify American West for all claims, fines, penalties, damages, cost or other sums which may be penalties, damages, cost or other sums which may be incurred, suffered or disbursed by American West by reason of any violation of any rules contained in applicable tariffs of any other default of the shipper or such other parties with respect to a shipment. American West shall have a lien on the shipment for all sums due and payable to American West. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, pursuant to California civil code section 3051.5. In the event of non-payment, American West shall hold the shipment subject to storage as provided under Item 910 and dispose of the shipment at public sale, paying itself out of the proceeds of such sale all sums due and payable, including storage charges. No sale or disposal pursuant to this rule shall discharge liability to any greater extent than the proceeds thereof less selling expense, if any, and the shipper plus all other parties claiming an interest in the shipment shall remain jointly and severally liable for any deficiency.

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**ITEM 885      SIGNATURE SERVICE**

Not applicable to this service type.

**ITEM 887      SORTING OR SEGREGATING (SEE NOTE)**

Not applicable to this service type.

**ITEM 910      STORAGE**

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

1. Storage charges on freight awaiting line-haul transportation will begin at 7:00 a.m. the day after the freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00 a.m. the first day after notice of arrival has been given. Storage charges will be charged for each succeeding calendar day, including Saturday, Sunday and holidays, except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
3. Storage charges on freight will be determined on a spot quote basis
4. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by consignor, consignee or owner.
5. Storage charges under this item will not apply and carrier's responsibility ends on the day carrier places the freight in a public warehouse. A charge will be determined on a spot quote basis. Carrier will not assume any responsibility for storage charges assessed by such public warehouse.

**ITEM 950      TERMINAL CHARGES AT PORT**

Except as otherwise specifically provided, shipments delivered to or picked up at wharves or piers are subject to a terminal service charge that will be determined on a spot quote basis.

**ITEM 985      VEHICLE FURNISHED BUT NOT USED**

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

**ITEM 992      WEIGHT VERIFICATION**

Not applicable to this service type.

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Tariff AEWs 101-BW

Blanket Wrap Rules Tariff

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**APPENDIX A – ACCESSORIAL CHARGES**

Item #	Accessorial	Charge	Min	Max
I-390	Declared Value Charge	\$1.00 per \$100.00 declared	\$10.00	
I-392	Oversize/Dim Rule (194 Dim Rule)	Surcharge of 160% of applicable tariff will apply		
I-430	COD Fee	2% of actual COD amount	\$15.00	
I-500	Detention – Vehicles with Power Units: First 15 minutes free	\$65.00 per hour (or fraction thereof) beyond free time.		
I-566	Fuel Surcharge	<p><b>WHEN THE U.S. NATIONAL AVERAGE FUEL INDEX IS: (Percent of Net Charges)</b></p> <p>104 cents 0.50% 218 cents 13.70%                      105 cents 0.60% 219 cents 13.80%                      106 cents 0.80% 220 cents 13.90%                      107 cents 0.90% 221 cents 14.00%                      108 cents 1.10% 222 cents 14.10%                      110 cents 1.20% 223 cents 14.20%                      111 cents 1.40% 224 cents 14.30%                      112 cents 1.50% 225 cents 14.40%                      113 cents 1.70% 226 cents 14.50%                      114 cents 1.80% 227 cents 14.60%                      115 cents 2.00% 228 cents 14.70%                      116 cents 2.10% 229 cents 14.80%                      117 cents 2.10% 230 cents 14.90%                      118 cents 2.20% 231 cents 15.00%                      119 cents 2.30% 232 cents 15.10%                      120 cents 2.40% 233 cents 15.20%                      121 cents 2.60% 234 cents 15.30%                      122 cents 2.70% 235 cents 15.40%                      123 cents 2.80% 236 cents 15.50%                      124 cents 2.90% 237 cents 15.60%                      125 cents 3.00% 238 cents 15.70%                      126 cents 3.20% 239 cents 15.80%                      127 cents 3.30% 240 cents 15.90%                      128 cents 3.40% 241 cents 16.00%                      129 cents 3.60% 242 cents 16.10%                      130 cents 3.70% 243 cents 16.20%                      131 cents 3.90% 244 cents 16.30%                      132 cents 4.00% 245 cents 16.40%                      133 cents 4.10% 246 cents 16.50%                      134 cents 4.20% 247 cents 16.60%                      135 cents 4.30% 248 cents 16.70%                      136 cents 4.40% 249 cents 16.80%                      137 cents 4.50% 250 cents 16.90%                      138 cents 4.70% 251 cents 17.00%                      139 cents 4.80% 252 cents 17.10%                      140 cents 4.90% 253 cents 17.20%                      141 cents 5.10% 254 cents 17.30%                      142 cents 5.20% 255 cents 17.40%                      143 cents 5.30% 256 cents 17.50%                      144 cents 5.50% 257 cents 17.60%                      145 cents 5.60% 258 cents 17.70%                      146 cents 5.70% 259 cents 17.80%                      147 cents 5.90% 260 cents 17.90%                      148 cents 6.00% 261 cents 18.00%                      149 cents 6.10% 262 cents 18.10%</p>		

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**Tariff AEWS 101-BW**

**Blanket Wrap Rules Tariff**

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		150 cents 6.30% 263 cents 18.20%	
		151 cents 6.40% 264 cents 18.30%	
		152 cents 6.60% 265 cents 18.40%	
		153 cents 6.70% 266 cents 18.50%	
		154 cents 6.80% 267 cents 18.60%	
		155 cents 7.00% 268 cents 18.70%	
		156 cents 7.10% 269 cents 18.80%	
		157 cents 7.20% 270 cents 18.90%	
		158 cents 7.40% 271 cents 19.00%	
		159 cents 7.50% 272 cents 19.10%	
		160 cents 7.60% 273 cents 19.20%	
		161 cents 7.80% 274 cents 19.30%	
		162 cents 7.90% 275 cents 19.40%	
		163 cents 8.10% 276 cents 19.50%	
		164 cents 8.20% 277 cents 19.60%	
		165 cents 8.30% 278 cents 19.70%	
		166 cents 8.40% 279 cents 19.80%	
		167 cents 8.50% 280 cents 19.90%	
		168 cents 8.60% 281 cents 20.00%	
		169 cents 8.70% 282 cents 20.10%	
		170 cents 8.90% 283 cents 20.20%	
		171 cents 9.00% 284 cents 20.30%	
		172 cents 9.10% 285 cents 20.40%	
		173 cents 9.20% 286 cents 20.50%	
		174 cents 9.30% 287 cents 20.60%	
		175 cents 9.40% 288 cents 20.70%	
		176 cents 9.50% 289 cents 20.80%	
		177 cents 9.60% 290 cents 20.90%	
		178 cents 9.70% 291 cents 21.00%	
		179 cents 9.80% 292 cents 21.10%	
		180 cents 9.90% 293 cents 21.20%	
		181 cents 10.00% 294 cents 21.30%	
		182 cents 10.10% 295 cents 21.40%	
		183 cents 10.20% 296 cents 21.50%	
		184 cents 10.30% 297 cents 21.60%	
		185 cents 10.40% 298 cents 21.70%	
		186 cents 10.50% 299 cents 21.80%	
		187 cents 10.60% 300 cents 21.90%	
		188 cents 10.70% 301 cents 22.00%	
		189 cents 10.80% 302 cents 22.10%	
		190 cents 10.90% 303 cents 22.20%	
		191 cents 11.00% 304 cents 22.30%	
		192 cents 11.10% 305 cents 22.40%	
		193 cents 11.20% 306 cents 22.50%	
		194 cents 11.30% 307 cents 22.60%	
		195 cents 11.40% 308 cents 22.70%	
		196 cents 11.50% 309 cents 22.80%	
		197 cents 11.60% 310 cents 22.90%	
		198 cents 11.70% 311 cents 23.00%	
		199 cents 11.80% 312 cents 23.10%	
		200 cents 11.90% 313 cents 23.20%	
		201 cents 12.00% 314 cents 23.30%	
		202 cents 12.10% 315 cents 23.40%	
		203 cents 12.20% 316 cents 23.50%	
		204 cents 12.30% 317 cents 23.60%	
		205 cents 12.40% 318 cents 23.70%	
		206 cents 12.50% 319 cents 23.80%	
		207 cents 12.60% 320 cents 23.90%	
		208 cents 12.70% 321 cents 24.00%	
		209 cents 12.80% 322 cents 24.10%	

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**Tariff AEWS 101-BW**

**Blanket Wrap Rules Tariff**

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		210 cents 12.90%	323 cents 24.20%		
		211 cents 13.00%	324 cents 24.30%		
		212 cents 13.10%	325 cents 24.40%		
		213 cents 13.20%	326 cents 24.50%		
		214 cents 13.30%	327 cents 24.60%		
		215 cents 13.40%	328 cents 24.70%		
		216 cents 13.50%	329 cents 24.80%		
		217 cents 13.60%	330 cents 24.90%		

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