

# **ALASKA MARINE LINES, INC.**

LYNDEN TRANSPORT, INC.

## FREIGHT TARIFF NO. AKMR 100B

### **NAMING**

General Rules, Commodity Descriptions and List of Participating Carriers

Upon Which Rates Are Provided in Tariffs Making Reference Hereto by STB Number

> IN CONNECTION WITH Participating Carriers (As Shown on Page 7)

For Governing Publications, See Item 100

For explanation of abbreviations and reference marks, see the last page of this tariff.

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### LIST OF PARTICIPATING CARRIERS:

Abbreviations: Name of Carrier:

AKMT Alaska Marine Trucking, LLC

ALWE Alaska West Express

Anchorage, AK

ATRF Arrowhead Transfer Company

Sitka, AK

CLYE Canadian Lynden Transport Company

Whitehorse, Yukon Territory, CD

LTIA Lynden Transport, Inc.

Seattle, WA

RELB Reliable Transfer Corp.

Juneau, AK

NOLS Northland Services, Inc.

Seattle, WA

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**GOVERNING PUBLICATIONS:** RULE 100

Except as otherwise provided herein, this Tariff is governed by the following publications, including supplements thereto or subsequent reissues thereof:

1. National Motor Freight Classification, STB NMF 100-AB Series, Issuing Officer.

#### APPLICATION OF NATIONAL MOTOR FREIGHT CLASSIFICATION

- Α. The rates, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges or other provisions or conditions shown in this tariff supersede those in the National Motor Freight Classification.
- B. When the rates in this tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges or other provisions or conditions, the rates which are prescribed in such commodity items shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements or other provisions or conditions) prescribed in connection with the ratings in the National Motor Freight Classification referred to above on the same commodity.
- C. Wherever the terms "Less than Truckload" or "LTL" appear in the Governing Classification, the same will be interpreted to mean "Less than Containerload" or "LCL" in the application of this Tariff.

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### **DEFINITIONS - HOLIDAYS:**

RULE 110

A. Where reference is made in this tariff to the term "Holidays", the following holidays are referred to: (See Note 1)

Christmas Day Day after Christmas Day Independence Day Labor Day Memorial Day New Year's Day Thanksgiving Day Day after Thanksgiving Day

NOTE 1. When the holiday falls on Saturday, the proceeding workday will be designated as the holiday. When the holiday falls on a Sunday, the following workday will be designated as the holiday.

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#### APPLICATION OF RATES - GENERAL:

RULE 160

- A. Except as otherwise provided, this tariff applies to the transportation of General Commodities in AQ, LCL, CL or Volume quantities via routes provided in Rule 875.
- B. The carrier reserves the right, when because of traffic congestion or other causes or conditions beyond carrier's control, to forward traffic via any routes over the routes of carriers concurring herein.
- C. Rates named herein apply via a combination of motor-water-motor routes, except as otherwise may be provided.
- D. Freight to or from ports named herein will be accepted and handled direct only when carrier feels the quantity offered is sufficient to justify the expense of the call.
- E. Freight that is charged on a per linear or square foot basis will have its measurements rounded up to the next whole foot. Fractions of feet will not be used when calculating the charges.
- F. Freight loaded to containers or platforms, or any other equipment style, under shipper load and count conditions, will move at AQ, CL or Volume rate at the appropriate rate in the prevailing tariff.
- G. Where rates are determined by measurement or weight, (other than per linear foot or square foot see (E) above) measurement will be rounded to the whole foot and weight will be rounded to the whole pound.
   Fractions of 1/2 foot or more shall be rounded to the next whole foot.
   Fractions of 1/2 pound or more shall be rounded to the next whole pound.
- H. Where measurement or weight determined rates with the sum being whichever is greater, the calculation shall be made on the total weight of the shipment and the total measurement of the shipment. Shipments will not be partially rated by weight or measurement. In the absence of a total measurement, the rate shall be calculated on the total weight.
- I. Rates are shown in dollars and cents per one hundred (100) pounds unless otherwise stated.
- J. When rates are expressed as a flat charge per container or platform, with or without excess weight provisions, and multiple commodities are loaded to a single piece of equipment, the applied rate will be the highest applicable commodity rate.

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#### <u>APPLICATION OF RATES - ESTIMATED FREIGHT CHARGES:</u>

RULE 190

When requested, Carrier will furnish, either orally, in writing, or by electronic means, an estimate of the tariff charges, applicable on any given shipment, moving under the provisions of this tariff. The estimate will be given on the basis of the effectively published tariff provisions according to the facts, concerning the shipment which are made known to the carrier. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding either on the carrier or the shipper. All transportation charges on a shipment will be assessed on the basis of the published tariff provisions lawfully in effect at the time of shipment.

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#### APPLICATION OF RATES - NON-APPLICATION TO LTIA:

RULE 195

The following Items will not apply to shipments moving via LTIA:

<u>Tariff Numbers:</u> <u>Item Numbers:</u> <u>Provisions with Non-Application:</u>

STB AKMR 100 Series All Any rates referencing the (DO) symbol

460 Consolidation

All STB AKMR 300 Series All Any rates referencing the (DO) symbol (1)

All STB AKMR 300 Series Class Rates Class rates will not apply on shipments of Animals,

Birds, Fish or Reptiles, stuffed

All STB AKMR 300 Series All All Class and Commodity rates

(1) EXCEPTION: The following Items prefaced with a (DO) symbol will apply via LTIA: Item 2359 in AKMR 300, series.

NOTE 1. When via LTIA, rates in AKMR series of tariffs will apply only when Barge/Water service is specifically requested and the bill of lading is so noted.

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#### APPLICATION OF RATES - PER CONTAINER MINIMUM WEIGHTS:

RULE 210

Unless otherwise stated, Class and Commodity rates are based on 20', 24', 40' and 53' container/platforms, or 20', 24', 40' and 53' refrigerated/insulated containers.

Unless otherwise specified in individual Class or Commodity rate items, the containerload minimum weights symbolized by the number in parenthesis next to the total weight minimums indicate minimum weights in thousands of pounds per container/platform. When no equipment size is shown next to the minimum weight the minimum is established for 20' equipment only.

When containers, other than 20', 24', 40' and 53' container/platform or 20', 24', 40' and 53' refrigerated/insulated container (See Item 520 for equipment specifications) are used, the containerload minimum weights or per container rates shall be increased by using the following formulas:

1. Container Load Minimum Weights: Take the minimum weight requirements for a 20' or 40' container/platform or refrigerated/insulated container and increase the minimum weight by the conversion factor shown in (2) below.

If the new containerload minimum weight exceeds the capacity of the container, the charges shall be calculated as a per container rate, by multiplying the per hundred weight rate of the commodity by the containerload minimum weight that had exceeded the capacity of the container. In no case shall a container be loaded to a weight exceeding its capacity or legal road weight limits.

Per Container Rates: Take the per container/platform rate and multiply by the conversion factor shown in (2) below.

2. Increase by conversion factor shown:

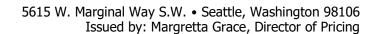
CONVERSION	20'	24'	40'	45'	48'	53'
20' minimum weight or 20' per container charge	1.0	1.4	1.95	2.5	2.5	2.5
40' minimum weight or 40' per container charge	.7	.85	1.0	1.25	1.25	1,27

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#### APPLICATION OF RATES - NON-RECOURSE CLAUSE:

RULE 230

#### EXCEPTION TO NMFC UNIFORM STRAIGHT BILL OF LADING - SECTION 7:

The party (e.g. consignor, consignee or beneficial owner) that is liable for the freight and other lawful charges shall be liable for, and shall pay to the carrier, all reasonable attorney's fees and costs incurred by the carrier for any legal action taken by the carrier to collect the freight and other charges.

The provisions of the Non-Recourse Clause, if signed by the consignor on the face of the bill of lading, will apply only to a collect shipment or to accessorial services ordered after the shipment has been tendered to AKMR for transportation. Provisions of the Non-Recourse Clause, as set forth on the face of the bill of lading, will not apply to prepaid charges, except as otherwise provided herein.

Where the shipment has been designated as prepaid, the provisions of the Non-Recourse Clause, as set forth on the face of the bill of lading, will apply only to services ordered after the shipment has been tendered to AKMR for transportation. This clause will not release the shipper from responsibility for payment of freight charges or for payment of the accessorial services ordered on the bill of lading that are received prior to, and when, shipment is tendered to AKMR.

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#### APPLICATION OF RATES - THROUGH, PROPORTIONAL:

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RULE 235

- A. Where through, joint, or proportional rates are published in this tariff, such rates are applicable rates over these routes and may not be substituted by rates for intermediate routes, even if the intermediate rate may be a lesser charge.
- B. The entire shipment must be delivered to AKMR's terminal at Seattle, WA.
- C. Rates apply only when the shipment has moved directly from origins specified in the rate Item to AKMR's terminal at Seattle, WA.
- D. The provisions of Rules 460, 645 and 882 are not applicable.

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#### ADVANCING CHARGES:

(Exception to NMFC Item No. 300)

RULE 300

No charges will be advanced to shippers, owners, consignee, their warehouseman or agents, except those incidental to the transportation of freight (including drayage, wharfage, handling and other terminal charges) and then only on such freight, which in the estimate of the carrier's agent, is valued in excess of freight charges, including the incidental charges described herein. The cost or any part thereof of the articles being shipped, will not be advanced. Advance charges must be presented to the carrier at the time of delivery of cargo to the carrier's terminal. Carrier will not issue a corrected freight bill based solely upon a change in instructions regarding advancing of charges.

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### BEYOND TERMINAL CHARGES TO OR FROM POINTS OTHER THAN THE STATE OF ALASKA, (CL):

RULE 340

Except as otherwise provided in individual rate items, shipments do not include placement of containers other than points named in the state of Alaska. When placement is requested or required on full containerloads as defined in Rule 611, the following Beyond Terminal charges will apply: (See Notes 1 through 3) (See Rule 750)

POINTS OF ORIGIN OR DESTINATION	GROUP	PLACEMENT	STANDBY (1)
Abbotsford, BC	K		<b>▼</b> \$1,676.00
Aberdeen, WA	Н		▼ \$941.00
Albany, OR			<b>▼</b> \$1,981.00
Algona, WA	С	<b>▼</b> \$341.00	
Anacortes, WA	F		<b>▼</b> \$1,052.00
Andover Industrial Park WA	В	<b>▼</b> \$323.00	
Arlington, WA	F		<b>▼</b> \$638.00
Astoria, OR			<b>▼</b> \$1,460.00
Auburn, WA	С	<b>▼</b> \$336.00	· ·
Aurora, OR		·	<b>▼</b> \$1,633.00
Bellevue, WA	В	<b>▼</b> \$328.00	· · ·
Bellingham, WA	F	·	<b>▼</b> \$1,051.00
Black Diamond, WA	D	<b>▼</b> \$749.00	· · ·
Blaine, WA	F		<b>▼</b> \$1,431.00
Bothell, WA	С	▼ \$395.00	
Bremerton, WA	Н	<b>▼</b> \$1,229.00	▼ \$852.00
Buckley, WA	D	▼ \$612.00	
Burien, WA	В	<b>▼</b> \$323.00	
Burlington, WA	F		▼ \$844.00
Camas, WA	j		<b>▼</b> \$1,644.00
Canby, OR			▼ \$1,445.00
Carnation, WA	Е		▼ \$560.00
Centralia, WA	H		▼ \$762.00
Chehalis, WA	H		▼ \$762.00
Chilliwack, BC	K		▼ \$1,912.00
Clackamas, OR			▼ \$1,396.00
Covington, WA	D	▼ \$688.00	
Delta, BC	K		<b>▼</b> \$1,673.00
Des Moines, WA	C	▼ \$323.00	
Dupont, WA	F	▼ \$551.00	
Edmonds, WA	E.	▼ \$395.00	
Ellensburg, WA			<b>▼</b> \$1,153.00
Enumclaw, WA	D	▼ \$587.00	
Eugene, OR			<b>▼</b> \$2,202.00
Everett, WA	Е		▼ \$445.00
Federal Way, WA	C	▼ \$361.00	
Ferndale, WA	F	, 4501.00	<b>▼</b> \$1,135.00
Fife, WA	D	<b>▼</b> \$361.00	Ψ1,133.00
Forks, WA		▼ \$501.00 	▼ \$1,810.00
Ft Lewis, WA	E	▼ \$551.00	\$1,810.00 
Frederickson, WA	E	▼ \$551.00 ▼ \$551.00	Cont'd
TTEUCTICKSUII, WA	_ L	<b>4</b> ⊅221.00	Conta

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BEYOND TERMINAL CHARGES TO OR FROM POINTS OTHER THAN THE STATE OF ALASKA, (CL):

(Continued)

RULE 340

Except as otherwise provided in individual rate items, shipments do not include placement of containers other than points named in the state of Alaska. When placement is requested or required on full containerloads as defined in Rule 611, the following Beyond Terminal charges will apply: (See Notes 1 through 3) (See Rule 750)

POINTS OF ORIGIN OR DESTINATION	GROUP		PLACEMENT		STANDBY (1)	
Graham, WA	E			▼	\$551.00	
Granite Falls, WA	F			▼	\$821.00	
Gresham, OR				▼	\$1,336.00	
Hamilton, WA	I			▼	\$935.00	
Hoquiam, WA				▼	\$941.00	
Issaquah, WA	E	▼	\$454.00			
Kenmore, WA	С	▼	\$395.00			
Kent, WA	В	▼	\$323.00			
Kingston, WA				▼	\$1,148.00	
Kirkland, WA	С	▼	\$395.00			
La Conner, WA				▼	\$949.00	
Lacey, WA	F			▼	\$614.00	
Lake Forest Park, WA	С	▼	\$328.00		·	
Lakewood, WA	E	▼	\$547.00			
Langley, BC	K		· 	▼	\$1,676.00	
Longview, WA	н			▼	\$1,175.00	
Lynden, WA	F			▼	\$1,348.00	
Lynnwood, WA	E	▼	\$395.00	·		
Maltby, WA	E	▼	\$366.00			
Maple Valley, WA	D	▼	\$733.00			
Marysville, WA	E			▼	\$474.00	
McChord AFB, WA	E	▼	\$551.00		' 	
McMillan, WA	D	▼	\$649.00			
Mercer Island, WA	В	▼	\$328.00			
Milton, WA	D	▼	\$361.00			
Monroe, WA	E	▼	\$711.00	▼	\$575.00	
Mountlake Terrace, WA	E	▼	\$395.00	·		
Mt Vernon, WA	F		· 	▼	\$751.00	
Mukilteo, WA	E			▼	\$445.00	
Normandy Park, WA	С	▼	\$323.00			
North Bend, WA	E			▼	\$575.00	
Olympia, WA	F			▼	\$653.00	
Orting, WA	E	▼	\$684.00			
Pacific, WA	C	▼	\$349.00			
Parkland, WA	E	▼	\$547.00			
Point Wells, WA	C	· ▼	\$328.00	1		
Portland, OR	j	,		▼	\$1,336.00	
Poulsbo, WA				· ▼	\$1,175.00	
Preston, WA	E	▼	\$497.00			
Puyallup, WA	D	· ▼	\$366.00	1		
Rainier, OR		,		▼	\$1,290.00	Cont'd

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BEYOND TERMINAL CHARGES TO OR FROM POINTS OTHER THAN THE STATE OF ALASKA, (CL):

(Continued)

RULE 340

Except as otherwise provided in individual rate items, shipments do not include placement of containers other than points named in the state of Alaska. When placement is requested or required on full containerloads as defined in Rule 611, the following Beyond Terminal charges will apply: (See Notes 1 through 3) (See Rule 750)

POINTS OF ORIGIN OR DESTINATION	GROUP	PLAC	CEMENT	STANDBY (1)	_
Raymond, WA	н			<b>▼</b> \$1,195.00	
Redmond, WA	C	▼ \$39	95.00		
Renton, WA	В	▼ \$33	23.00		
Richland, WA				<b>▼</b> \$1,677.00	
Richmond, BC				<b>▼</b> \$1,676.00	
Richmond Beach, WA	C	▼ \$30	61.00		
Roy, WA	I	▼ \$9	14.00	<b>▼</b> \$614.00	
Salem, OR				<b>▼</b> \$1,818.00	
Seatac, WA	В	▼ \$3	23.00		
Seattle Port Facilities, WA	A			<b>▼</b> \$521.00	
Seattle Rail, WA	A			<b>▼</b> \$454.00	
Seattle, WA	A	▼ \$2	95.00	·	
Sedro Woolley, WA	F			<b>▼</b> \$934.00	
Shelton, WA	F			<b>▼</b> \$714.00	
Shoreline, WA	В	▼ \$33	31.00	·	
Snohomish, WA	E	·		<b>▼</b> \$454.00	
Snoqualmie, WA	E			▼ \$549.00	
Spanaway, WA	E			<b>▼</b> \$547.00	
Spokane, WA				<b>▼</b> \$2,027.00	
Stanwood, WA	F			▼ \$762.00	
Steilacoom, WA	l E l	<b>▼</b> \$52	25.00	·	
Sumas, WA		·		<b>▼</b> \$1,562.00	
Sumner, WA	D	▼ \$30	61.00	· · ·	
Surrey, BC		·		<b>▼</b> \$1,676.00	
Tacoma Port Facility, WA	D			<b>▼</b> \$622.00	
Tacoma Rail, WA	D			▼ \$622.00	
Tacoma, WA	D	▼ \$3	89.00	·	
Toppenish, WA				<b>▼</b> \$1,421.00	
Tukwila, WA	В	▼ \$3	23.00	· · ·	
Tumwater, WA	F			<b>▼</b> \$653.00	
Usk, WA		▼ \$3,7	737.00	·	
Vancouver, BC	К			<b>▼</b> \$1,676.00	
Vancouver, WA	Н			<b>▼</b> \$1,336.00	
Warrenton, OR	J			<b>▼</b> \$1,621.00	
Westport, WA				<b>▼</b> \$1,122.00	
Wilsonville, OR	J I			<b>▼</b> \$1,445.00	
Woodburn, OR				<b>▼</b> \$1,688.00	
Woodinville, WA	С	▼ \$30	61.00		
Woodland, WA	н Н	·		<b>▼</b> \$1,286.00	
Yakima, WA				<b>▼</b> \$1,150.00	
Yelm, WA	F			▼ \$660.00	Cont'

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023

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BEYOND TERMINAL CHARGES TO OR FROM POINTS OTHER THAN THE STATE OF ALASKA, (CL):

(Continued)

RULE 340

- (1) Rates apply only when shipment is loaded on a standby basis. One hour standby is allowed for loading or unloading, after which charges per Rule 500 will apply.
- NOTE 1. Rates are for in-gauge, legal loads only. When dimensions of cargo exceed Carrier's equipment, refer to Rule 568 for additional charges.
- NOTE 2. Points not listed in this Item are subject to an hourly rate of ▼ \$133.00, or fraction thereof, subject to a minimum charge of ▼ \$302.00.
- NOTE 3. Residential pick ups and/or deliveries will be subject to an additional surcharge of ▼ \$133.00 per shipment everywhere Alaska Marine Lines offers pick up and/or delivery service.

EFFECTIVE: January 21, 2024

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023

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BEYOND TERMINAL CHARGES TO OR FROM POINTS IN THE STATE OF WASHINGTON, (LCL):

RULE 341

(See Rule 750)

GROUPS: (As shown in Item 340)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>E</u>
Minimum charge per shipment:	\$72.00	\$73.00	\$73.00	\$77.00	\$84.00	\$89.00
LTL	\$12.69	\$13.02	\$13.02	\$13.81	\$14.25	\$15.12
1,000	\$10.52	\$10.60	\$10.60	\$11.92	\$11.92	\$12.99
2,000	\$8.03	\$8.11	\$8.11	\$9.18	\$9.18	\$9.73
5,000	\$6.43	\$6.63	\$6.63	\$7.50	\$7.50	\$7.98
10,000	\$4.44	\$4.48	\$4.48	\$5.03	\$5.03	\$5.36

- NOTE 1. On over dimension cargo, apply provisions of Rule 568.
- NOTE 2. Charges do not apply to Household Good, Personal Effects, Automobiles, nor cargo requiring temperature control or refrigeration service.
- NOTE 3. LCL pickup or delivery is provided only to points listed in groups as shown.
- NOTE 4. Group is established by the legal street address as shown on the shipper's bill of lading, or when not shown, the group origin will be as documented by the carrier at the time of the shipment is received by the carrier or carrier's agent.
- NOTE 5. Rates are subject to a minimum of 9 pounds per cubic foot.

Additional Charges:			
Residential Pick Up or Delivery		\$76.00	
Liftgate Service		\$106.00	
Oversize Fee, Pallet or PC Exceeding 5'L	▼	\$30.00	per 4' increment or fraction thereof
◀			

EFFECTIVE: April 28, 2024

BEYOND TERMINAL CHARGES TO OR FROM POINTS IN THE STATE OF ALASKA: (CL AND LCL):

RULE 342

Refer to Alaska Marine Lines tariffs STB AKMR, Series.

EFFECTIVE: February 1, 2023

APPLICATION OF ARBITRARY FUEL SURCHARGE:

RULE 345

Refer to Alaska Marine Lines tariffs STB AKMR, Series.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023

AKMR 100B

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ORIGINAL TARIFF EFFECTIVE DATE: FEBRUARY 1, 2023 FREIGHT TARIFF 100B



#### APPLICATION OF INLAND FUEL SURCHARGE:

RULE 346

The Fuel Surcharge applicable to Rules 340, 341, 500, 750, 751, 850, 900 and 990 of this tariff shall be determined using the Department of Energy Diesel Fuel Price Chart, West Coast at: (http://www.eia.gov/petroleum/gasdiesel/) and fuel conversion table on the following pages. The West Coast diesel fuel price published on each Monday will be used to determine the applicable surcharge. Should the Department of Energy not publish an index on Monday due to holiday or some other circumstance, the next available published date price will be utilized. Revisions will take effect on Sunday following the Monday publication.

- NOTE 1. For rates in cents, fractions will be adjusted as follows: Fractions of less than 1/2 cent or more will be dropped and fractions of 1/2 cent or more will be rounded to the next whole cent. Where the rate or charges is published in dollars and cents, apply the equivalent in cents.
- NOTE 2. References to Tariffs, Items, Notes, Rules, etc. will be as follows: Where reference is made in this Item to other Items, Notes, Rules, etc., it is understood that such reference is continuous and includes subsequent issues of such Items, Rules, etc.

#### **FUEL CONVERSION TABLE**

US WEST COAST AVERAGE HIGHWAY DIESEL PRICE RANGE		FUEL SURCHARGE	US WEST COAST AVER		FUEL SURCHARGE			
\$0.00	\$1.239	0.0%	\$2.28	\$2.319	16.0%			
\$1.24	\$1.279	1.0%	\$2.32	\$2.359	16.5%			
<u>'</u>			·	•	17.0%			
\$1.28	\$1.319	1.5%	\$2.36	\$2.399				
\$1.32	\$1.359	2.0%	\$2.40	\$2.439	17.5%			
\$1.36	\$1.399	2.5%	\$2.44	\$2.479	18.0%			
\$1.40	\$1.439	3.0%	\$2.48	\$2.519	18.5%			
\$1.44	\$1.479	3.5%	\$2.52	\$2.559	19.0%			
\$1.48	\$1.519	4.0%	\$2.56	\$2.599	19.5%			
\$1.52	\$1.559	4.5%	\$2.60	\$2.639	20.0%			
\$1.56	\$1.599	5.0%	\$2.64	\$2.679	20.5%			
\$1.60	\$1.639	5.5%	\$2.68	\$2.719	21.0%			
\$1.64	\$1.679	6.0%	\$2.72	\$2.759	21.5%			
\$1.68	\$1.719	6.5%	\$2.76	\$2.799	22.0%			
\$1.72	\$1.759	7.0%	\$2.80	\$2.839	22.5%			
\$1.76	\$1.799	7.5%	\$2.84	\$2.879	23.0%			
\$1.80	\$1.839	8.0%	\$2.88	\$2.919	23.5%			
\$1.84	\$1.879	8.5%	\$2.92	\$2.959	24.0%			
\$1.88	\$1.919	9.0%	\$2.96	\$2.999	24.5%			
\$1.92	\$1.959	9.5%	\$3.00	\$3.039	25.0%			
\$1.96	\$1.999	10.5%	\$3.04	\$3.079	25.5%			
\$2.00	\$2.039	11.5%	\$3.08	\$3.119	26.0%			
\$2.04	\$2.079	12.5%	\$3.12	\$3.159	26.5%			
\$2.08	\$2.119	13.0%	\$3.16	\$3.199	27.0%			
\$2.12	\$2.159	13.5%	\$3.20	\$3.239	27.5%			
\$2.16	\$2.199	14.5%	\$3.24	\$3.279	28.0%			
\$2.20	\$2.239	15.0%	\$3.28	\$3.319	28.5%			
\$2.24	\$2.279	15.5%	\$3.32	\$3.359	29.0%			
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For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023

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APPLICATION OF INLAND FUEL SURCHARGE:

(Continued)

RULE 346

Applicable to rates in Rules 340, 341, 500, 750, 751, 850, 900, and 990 only.

### **FUEL CONVERSION TABLE**

FUEL SURCHARGE	AGE HIGHWAY DIESEL	US WEST COAST AVER PRICE F	FUEL SURCHARGE	US WEST COAST AVERAGE HIGHWAY DIESEL PRICE RANGE	
50.0%		\$5.00	29.5%		\$3.36
50.5%	\$5.039 \$5.079	\$5.00 \$5.04	30.0%	\$3.399	\$3.40
51.0%	•		30.5%	\$3.439	•
	\$5.119	\$5.08		\$3.479	\$3.44
51.5%	\$5.159	\$5.12	31.0%	\$3.519	\$3.48
52.0%	\$5.199	\$5.16	31.5%	\$3.559	\$3.52
52.5%	\$5.239	\$5.20	32.0%	\$3.599	\$3.56
53.0%	\$5.279	\$5.24	32.5%	\$3.639	\$3.60
53.5%	\$5.319	\$5.28	33.0%	\$3.679	\$3.64
54.0%	\$5.359	\$5.32	33.5%	\$3.719	\$3.68
54.5%	\$5.399	\$5.36	34.0%	\$3.759	\$3.72
55.0%	\$5.439	\$5.40	34.5%	\$3.799	\$3.76
55.5%	\$5.479	\$5.44	35.0%	\$3.839	\$3.80
56.0%	\$5.519	\$5.48	35.5%	\$3.879	\$3.84
56.5%	\$5.559	\$5.52	36.0%	\$3.919	\$3.88
57.0%	\$5.599	\$5.56	36.5%	\$3.959	\$3.92
57.5%	\$5.639	\$5.60	37.0%	\$3.999	\$3.96
58.0%	\$5.679	\$5.64	37.5%	\$4.039	\$4.00
58.5% 59.0%	\$5.719 \$5.759	\$5.68	38.0%	\$4.079	\$4.04
		\$5.72	38.5%	\$4.119	\$4.08
59.5%	\$5.799	\$5.76	39.0%	\$4.159	\$4.12
60.0%	\$5.839	\$5.80	39.5%	\$4.199	\$4.16
60.5%	\$5.879	\$5.84	40.0%	\$4.239	\$4.20
61.0%	\$5.919	\$5.88	40.5%	\$4.279	\$4.24
61.5%	\$5.959	\$5.92	41.0%	\$4.319	\$4.28
62.0%	\$5.999	\$5.96	41.5%	\$4.359	\$4.32
62.5%	\$6.039	\$6.00	42.0%	\$4.399	\$4.36
63.0%	\$6.079	\$6.04	42.5%	\$4.439	\$4.40
63.5%	\$6.119	\$6.08	43.0%	\$4.479	\$4.44
64.0%	\$6.159	\$6.12	43.5%	\$4.519	\$4.48
64.5%	\$6.199	\$6.16	44.0%	\$4.559	\$4.52
65.0%	\$6.239	\$6.20	44.5%	\$4.599	\$4.56
65.5%	\$6.279	\$6.24	45.0%	\$4.639	\$4.60
66.0%	\$6.319	\$6.28	45.5%	\$4.679	\$4.64
66.5%	\$6.359	\$6.32	46.0%	\$4.719	\$4.68
67.0%	\$6.399	\$6.36	46.5%	\$4.759	\$4.72
67.5%	\$6.439	\$6.40	47.0%	\$4.799	\$4.76
68.0%	\$6.479	\$6.44	47.5%	\$4.839	\$4.80
68.5%	\$6.519	\$6.48	48.0%	\$4.879	\$4.84
69.0%	\$6.559	\$6.52	48.5%	\$4.919	\$4.88
69.5%	\$6.599	\$6.56	49.0%	\$4.959	\$4.92
70.0%	\$6.639	\$6.60	49.5%	\$4.999	\$4.96

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
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### APPLICATION OF INLAND FUEL SURCHARGE:

(Continued)

RULE 346

Applicable to rates in Rules 340, 341, 500, 750, 751, 850, 900, and 990 only.

### **FUEL CONVERSION TABLE**

US WEST COAST AVERAGE HIGHWAY DIESEL PRICE RANGE		FUEL SURCHARGE	US WEST COAST AVER	FUEL SURCHARGE	
\$6.64	\$6.679	70.5%	\$7.36	\$7.399	79.5%
\$6.68	\$6.719	71.0%	\$7.40	\$7.439	80.0%
\$6.72	\$6.759	71.5%	\$7.44	\$7.479	80.5%
\$6.76	\$6.799	72.0%	\$7.48	\$7.519	81.0%
\$6.80	\$6.839	72.5%	\$7.52	\$7.559	81.5%
\$6.84	\$6.879	73.0%	\$7.56	\$7.599	82.0%
\$6.88	\$6.919	73.5%	\$7.60	\$7.639	82.5%
\$6.92	\$6.959	74.0%	\$7.64	\$7.679	83.0%
\$6.96	\$6.999	74.5%	\$7.68	\$7.719	83.5%
\$7.00	\$7.039	75.0%	\$7.72	\$7.759	84.0%
\$7.04	\$7.079	75.5%	\$7.76	\$7.799	84.5%
\$7.08	\$7.119	76.0%	\$7.80	\$7.839	85.0%
\$7.12	\$7.159	76.5%	\$7.84	\$7.879	85.5%
\$7.16	\$7.199	77.0%	\$7.88	\$7.919	86.0%
\$7.20	\$7.239	77.5%	\$7.92	\$7.959	86.5%
\$7.24	\$7.279	78.0%	\$7.96	\$7.999	87.0%
\$7.28	\$7.319	78.5%	\$8.00	\$8.039	87.5%
\$7.32	\$7.359	79.0%	\$8.04	\$8.079	88.0%

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
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#### AUTOMOBILE AND VEHICLE LOADING SPECIFICATION:

RULE 355

Unless excepted by specific tariff commodity provisions or for specific destination ports, personally owned vehicles may have personal effects or other property shipped with them under the following specific conditions.

#### A. Applicable To All Personally Owned Vehicles

Autos/vehicles may not be loaded with other items of personal or commercial property that would cause them to exceed the gross vehicle weight rating (GVWR) as specified by the manufacturer or that would make them unsafe or unstable to operation on public roadways. Prior to acceptance by Carrier, vehicles will be inspected to verify the GVWR and weighed to determine the total gross weight.

If the vehicle exceeds the GVWR, owners may opt to either remove cargo from the auto/vehicle to lower its weight or to proceed to warehouse receiving for transfer of excess cargo weight to pallets. Cargo transferred from the vehicle to pallets will be billed as less than container load (LCL) cargo the appropriate commodity rates as listed in this tariff. Owners who are not present at the time of delivery of the vehicle may designate their delivery agent to make this choice, but if no owner or agent is present at the time of vehicle is weighed, then the Carrier will remove items indiscriminately to achieve the most suitable weight and will ship the items so removed as LCL cargo at the prevailing rate. The GVWR can often be found embossed on an identification plate inside the driver's side door pillar.

For automobiles or extended cab pickup trucks, no personal property will be accepted if loaded, 1) in the front seat, 2) on the floor of the rear seat, or 3) anywhere within the passenger spaces to a height that interferes with 360 degree visibility by the vehicle operator through the passenger seat or rear compartment windows. No items may be loaded or secured to luggage racks or similar arrangements on the roof of automobiles, with the exception of car-top carriers that are specifically designed to be securely attached to such racks and that may be positively closed as part of a design to be reasonably impervious to weather conditions as normal highway speeds.

#### B. Pickup Trucks

Pickup truck beds may have personal property loaded in the truck bed, but not to a level any higher than the sides of the bed itself. Proper securing and protection of such property will be the responsibility of the Shipper and subject to inspection and approval by Carrier representatives at the time of receipt of the vehicle. This height limit will not be applied in the case of camper tops or other, similar devices that allow for a cargo space to be created behind the cab of the vehicle and which permits a positive closure and securement of the space and protection of the contents inside.

#### C. Flatbed Trucks

No personal property or other type of cargo will be accepted if loaded on an open, exposed flatbed truck deck unless advance arrangements have been made and written approval has been granted for the load by a Carrier representative.

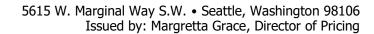
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For explanation of abbreviations and reference marks, see the last page of this tariff.

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ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023
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### AUTOMOBILE AND VEHICLE LOADING SPECIFICATION:

(Continued)

RULE 355

D. Liability for Non-Factory Installed Cargo Loaded in Automobiles and Pickup Trucks

All such personal property loaded in or on vehicles will be accepted at the Shipper's sole risk of loss or damage from any cause, and no liability for anything other than the vehicle itself will be accepted by the Carrier. Claims will not be accepted for any damages to the vehicle that my be attributed to the loading or securing of such personal property within the vehicle. In addition, Carrier reserves the right to reject any such property if, in its sole judgement, the loading or securing of the property or the nature of the items represents a potential danger to the vehicle, other cargo, or personnel. In that event, Shipper will be given the opportunity to remove the items, or may authorize Carrier to repackage the items and ship them under applicable tariff provisions.

E. Liability for Household Goods and Personal Effects

Household goods or personal effects, as described in AKMR 100, series Item 560 may be placed in enclosed areas of the vehicle, provided they are secured by the Shipper, and after weight of goods has been provided to Carrier. Shipper must declare weight of goods on the Bill of Lading. Items are subject to a released value of \$.10 per pound, per article, subject to provisions listed in AKMR 100, series, Item 560. Items will be considered as Shipper load and count, and accepted to all items.

EFFECTIVE: February 1, 2023

#### BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES - DOCUMENTATION:

RULE 360

- A. Alaska Marine Lines will provide the following documentation as part of the freight service as provided in this and other Alaska Marine Lines Tariffs:
  - 1.) Bill of lading sets consisting of the shipper's copy.
  - 2.) Freight bill sets consisting of original freight bill and remittance only to the "Bill To" party;
  - 3.) Delivery receipt sets consisting of the customer memo copy only to the consignee.
- B. When the shipper, consignee or bill to party, or other lawful parties require or request copies of documentation in addition to what is provided in Paragraph (A), above, then the following charges shall apply for this service:
  - \$6.00 per page with a minimum of ▲ \$35.00 per request;
  - 2.) Charges for delivery of documentation will be as follows:
    - a.) U.S. Mail or express service cost, plus 20%
    - b.) Electronic Service ▲ \$6.00 per page with a minimum of ▲ \$35.00 per delivery.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
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ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023

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5615 W. Marginal Way S.W. • Seattle, Washington 98106 Issued by: Margretta Grace, Director of Pricing

### **RULES**

### BILLS OF LADING OR FREIGHT BILLS INVOLVING A CHANGE IN COLLECTION STATUS:

RULE 362

Corrected bills of lading, corrected freight bills or other written instructions from the consignor or connecting carrier to change the freight charge collection status from "Prepaid" to "Collect" or from "Collect" to "Prepaid" may be accepted only if received by Alaska Marine Lines, Inc., within a period of (30) days from the date of the initial bill of lading.

- NOTE 1. Unless credit has been established with the carrier, corrected bills of lading, corrected freight bills or other written instructions to change the freight collect status from "Prepaid" to "Collect" will not be accepted under any circumstances once the shipment has been delivered.
- NOTE 2. When a change in collection status is allowed, a charge of ▲ \$48.00 for the change will be assessed against the ultimate payer of he freight charge. The charge will not apply if the change in collection status is necessary because of carrier's error.

EFFECTIVE: December 10, 2023

#### BILLS OF LADING, OTHER THAN AKMR:

RULE 364

When Alaska Marine Lines or its authorized agent signs for receipt on any shippers or carriers bill of lading, other than an AKMR bill of lading, Alaska Marine Lines shall only be acknowledging receipt of the shipment, and shall not be accepting the terms or conditions as described on the Shipper's or Carrier's bill of lading.

When a shipment is received on a bill of lading other than at AKMR bill of lading, all contract terms and conditions for water carriage, as stated in Rule 365, shall remain applicable.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

TARIFF REISSUE DATE : JANUARY 31, 2023
ORIGINAL TARIFF ISSUE DATE : JANUARY 31, 2023
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#### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

RULE 365

#### DEFINITIONS

or

- a. "Carrier" refers to the Lynden entity engaged by Shipper to provide transportation services with respect to the goods. For a list and description of the various Lynden entities, please visit our website at: www.lynden.com.
- b. "Consignee" refers to the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.
- c. "Goods" refers to those items of goods, cargoes, commodities and other personal property with respect to which Carrier has been requested to or does perform transportation services, including all items and materials associated with the goods, such as any boxes, crates, cradles, pallets, tanks, platforms, flatracks and/or containers.
- d. "Entity" refers to all forms of business entities as well as to natural persons.
- e. "Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.
- f. "Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may be right of claim by, through or with respect to the goods.
- g. "Shipment" refers to all goods identified on a singularly numbered bill of lading or air waybill, as applicable (but which bill of lading or air waybill may contain multiple parts).
- h. "Package," for purposes of COGSA and as otherwise applicable herein, shall mean:
  - i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to, containers, vans, trailers (of all kinds), tanks, platforms or flatracks;
  - ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise loaded in or on a shipping device;
  - iii) any individual unit of cargo including machinery, equipment and other items transported as a single unit without further consolidation;
  - iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on a singularly numbered bill of lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidated goods from different customers into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of Shipper, the "package" definition in subsections (i) and (ii) above all shall be modified such that content is defined as that portion of the content being transported for Shipper.
- v) when Shipper requests Carrier to perform consolidation service to combine multiple part lots into a single shipment for the purpose of obtaining CL rates under item 460, any receiving document or bill of lading for the individual part lots shall be considered as dock receipts only. The resulting consolidated shipment or containerload is a single shipment with a single bill of lading. The consolidated shipment or containerload and all of its' contents is the single "package" as described in subsections (i) and (ii) above.

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For explanation of abbreviations and reference marks, see the last page of this tariff.

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### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

(Continued)

RULE 365

#### 2. FREIGHT AND OTHER CHARGES

- a. Freight, Storage and Other Charges. Freight, storage and other charges of Carrier shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading, air waybill and/or tariff, as applicable. Freight, storage and other charges of Carrier which had been based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice.
- b. Other Charges and Expenses. Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.
- c. Payment. Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agree in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and and severally liable for payment of all amounts due Carrier respecting the goods.
- d. Lien. Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to security interest in and lien upon all present and future inventory, fixtures, equipment, personal property of Shipper, including without limitation all goods of Shipper in Carrier's constructive or actual possession, and all accounts, accounts receivable, general intangibles, cash, chattel paper, deposits, and similar property, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier. Shipper authorizes Carrier to file financing statements and agrees that Carrier may store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier.
- 3. INFORMATION FROM SHIPPER. Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which Carrier shall rely. Shipper shall reimburse Carrier for any loss or expense (including additional charges) resulting from any such inaccurate of incomplete information, instructions or particulars.
- 4. HAZARDOUS GOODS. Shipper must identify to Carrier in writing prior to shipment any goods which require specialized handling or are dangerous or hazardous, and Carrier must specifically agree to transport the same. In such an event, Shipper shall provide complete and accurate handling instructions, including relevant safety procedures, and shall be solely responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or the transportation thereof. Should, in Carrier's opinion, any goods create a risk of harm to persons or proper and/or make the transportation thereof impractical, Carrier may discharge, store and/or dispose of any or all of such goods at Shipper's sole risk and expense.

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### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

(Continued)

RULE 365

- 5. REFRIGERATED, PERISHABLE AND VALUABLE GOODS. Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods, and Carrier must specifically agree to transport the same. In such an event, Shipper shall identify in writing to Carrier the nature of the goods and the specialty conditions, temperature, humidity, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform core temperature below that at which the goods are to be transported. Carrier shall not be responsible for freezing down or reducing the core temperature of goods but, rather, only for maintaining an ambient temperature in the relevant conveyance within ten (10) degrees Fahrenheit of the temperature at which such goods are tendered to Carrier. Carrier shall not be responsible for stains, discolorations, holes, chafing, breakage or splitting of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any art objects, bank bills, coins, currency, drafts, holes, valuable papers, precious metals, precious stones, antiques or any other rare old, precious or semiprecious articles of extraordinary value. Shipper shall not tender to transportation any live animals without prior notice and Carrier's express consent.
- 6. TENDER OF GOODS. Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of storage and transportation, including without limitation transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements, if applicable.
- 7. ROUTES, METHODS, ETC. Carrier shall perform with due diligence but does not warrant or guarantee any particular speeds or departure/arrival dates/times. Carrier shall have liberty with respect to the selection of conveyances, routes, procedures, modes and methods of transportation. Carrier shall not be responsible for any delay, inability to perform or failure to perform caused by evens beyond its direct and reasonable control, including without limitation, ice preventing or delaying a Vessel in reaching a loading berth, loading/unloading of cargo, or departure of a Vessel. In the event such a hindrance, Carrier shall, if feasible, notify Shipper and request instructions or if insufficient time exists or instructions are not provided shall, at Shipper's risk and expense, store and/or dispose of goods as it deems reasonable under the circumstances.
- 8. LIBERTIES. Carrier shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessaries and/or make repairs. Carrier may deviate in attempt to save life or property, and with respect thereto may leave the cargoes in a position believed safe. Carrier may select any route, speed, transportation arrangement believed reasonable under the circumstances, including tandem barge towage if by water. In the event of accident, danger, damage, disaster or other event occurring after departure on any voyage or trip which, in the opinion of Carrier, prevents or may prevent the safe completion of such, Carrier may discharge, unload and/or store cargoes at Shipper's risk and expense.
- 9. IN-TRANSIT STORAGE. Carrier may store goods in-transit and await further instructions from Shipper. Upon notice to and approval from Carrier (which shall not be unreasonably withheld), Shipper shall be given access to goods stored in-transit during normal business hours for the facility, provided that Shipper is accompanied by a representative of Carrier and an additional access charge may apply. All storage of the goods shall be deemed intransit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.

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#### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

(Continued) RULE

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- 10. DELIVERY OF GOODS. Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and agreed by Carrier. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge/unloading to be at Shipper's risk and expense. Goods received and taken by Consignee, tendered to Consignee and refused or otherwise not received and taken, seized by government authority and/or under legal process, which cannot be delivered because of Shipper's fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not been received and taken, shall nonetheless be deemed fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.
- 11. INTERNATIONAL TRANSPORTATION BY AIR. In the event of international transportation by air, the Montreal Convention may be applicable. In such an event, the transportation by air shall be subject to said Convention and Carrier's liability for loss/damage to the goods shall be limited in accordance with said Convention. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at: www.lynden.com, for more information as to international transportation by air.
- 12. TRANSPORTATION BY WATER. In the event of transportation by water, domestic or international to/from the United States, the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable to all times the goods are in Carrier's custody, care and/or control, including before loading to the vessel, through transportation, after discharge and until delivery. In addition, for transportation by water, Shipper hereby authorizes transportation on deck and/or by unmanned barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall also be applicable and incorporated herein. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at: www.lynden.com, for more information as to transportation by water.
- 13. LOSS/DAMAGE TO GOODS. Carrier's liability with respect to the goods, and/or Shipper, Consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:
  - a. Exceptions. Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of Carrier; quarantine; act or omission of Shipper, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without the actual fault of privity of Carrier.

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### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

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- b. Consequential Damages. Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including without limitation loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.
- c. Limitation of Liability and Option to Declare Higher Value. Subject to section 11 (international transportation by air) and section 12 (transportation by water), above, as applicable, Carrier's liability with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the valuation applicable to Carrier identified directly below:

ALASKA MARINE LINES, INC.: \$500 PER PACKAGE/cfu under COGSA.

However, in some cases Alaska Marine Lines, Inc. has accepted certain extended liability for cargo loss or damage as outlined in it tariffs. Such tariff provisions shall supersede this Bill of Lading when in conflict, but only to the extent of such conflict.

ALASKA MARINE TRUCKING, LLC: \$.50 (fifty cents) per pound. ALASKA WEST EXPRESS, INC.: \$.10 (ten cents) per pound.

BERING MARINE CORPORATION: \$500 per package/cfu under COGSA.

BROWN LINE, LLC.: \$.50 (fifty cents) per pound. LTI, INC.: \$.10 (ten cents) per pound.

LYNDEN AIR CARGO, INC.: \$.50 (fifty cents) per pound, #but with a minimum of \$50 per shipment. LYNDEN AIR CARGO (PNG) LTD.: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment. LYNDEN AIR FREIGHT, INC.: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.

LYNDEN LOGISTICS, INC.: \$.10 (ten cents) per pound. LYNDEN TRANSPORT, INC.: \$20 (twenty dollars) per pound,

up to a maximum of \$200,000 per load.

However, if Shipper has declared in writing to Carrier a valuation for the goods which is higher than the foregoing amount, and Carrier has agreed to carry the goods at the higher valuation so declared, then Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the higher valuation so declared and agreed, with Shipper to pay increased freight for any such declaration of higher valuation under Carrier's rate tariff and/or other schedule of charges. Carrier shall not be liable to Shipper or any other claiming by, through or with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold Carrier harmless (including legal fees and costs) from and against any loss, damage, expense, liability, claim and/or suit arising out of or in any fashion relating to the goods.

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For explanation of abbreviations and reference marks, see the last page of this tariff.

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(Continued)

RULE 365

- d. Delivery in Good Condition. Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by Carrier.
- e. Claims. As a condition precedent to any recovery against Carrier:
  - 1.) The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
  - 2.) In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within fifteen (15) days of such delivery, or three (3) days under COGSA in the event of transportation by water, after which time with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier.
  - 3.) In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within fifteen (15) days, or three (3) days under COGSA in the event of transportation by water, from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
  - 4.) Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.
  - 5.) Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
  - 6.) Suit against Carrier must be filed within two (2) hears, or one (1) year under COGSA in the event of transportation by water, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
  - 7.) There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.
- 14. SUBCONTRACTING. Carrier shall be entitled to subcontract on any terms and/or conditions the whole or any part of the transportation services, including without limitation to its affiliated entities, with all such subcontractors entitled to the same limitations upon, and exemptions and defenses to, liability granted to Carrier hereunder, at law or otherwise.

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### BILL OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE:

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RULE 365

- 15. EXTENSION OF BENEFITS. All limitations upon, and exceptions and defenses to, liability of granted to Carrier hereunder, or at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the goods or their transportation.
- 16. BILLS OF LADING, AIR WAYBILLS, RECEIPTS, ETC. Bills of lading, air waybills, receipts, etc. may be signed by the respective agents and representatives of the parties, including in counterparts and/or by electronic means; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign any such document(s) for and on behalf of Shipper, as its authorized agent for such limited purposes.
- 17. INTEGRATION, MODIFICATION AND CONSTRUCTION. Upon tender of goods to Carrier, Shipper shall be deemed to have consented and agreed to these terms and conditions, which shall be applicable to all services provided by Carrier and supersede any bill of lading, air waybill, receipt or other document from any entity other than Carrier, including any such documents from Shipper. These terms and conditions shall not be modified except through a writing signed by any authorized representative of Shipper and the executive officer of Carrier; no other agent, employee or representative of Carrier has authority to alter, modify or waive these terms and conditions. These terms and conditions, along with any transportation agreement, bill of lading, air waybill, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued or executed by Carrier with respect to the goods, and Carrier's applicable schedule(s) and tariff(s), available at: www.lynden.com, all of which are fully incorporated herein by reference, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.
- 18. GOVERNING LAW, DISPUTE RESOLUTION AND LEGAL FEES. The laws of the United States shall govern this agreement to the extent there is an applicable United States statute or rule of law, and otherwise the laws of the State of Washington shall govern. Any dispute relating to this agreement, and/or to the goods and/or their transportation, shall be resolved through litigation in Seattle, Washington, with the parties hereby consenting to the personal and subject matter jurisdiction of such courts and the applicability and convenience of said venue. Unless specifically prohibited by law, the substantially prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and costs.

EFFECTIVE: April 28, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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5615 W. Marginal Way S.W. • Seattle, Washington 98106 Issued by: Margretta Grace, Director of Pricing

### **RULES**

### CANCELLATION OF ORIGINAL AND REVISED PAGES:

RULE 380

This tariff is issued in loose leaf form and all changes will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original page. The revised pages will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncancelled, revised or original pages or uncancelled portions thereof, which bear the same page number.

#### **EXAMPLE:**

"1st Revised Page No. 5" cancels "Original Page No. 5" and "2nd Revised Page No. 5" cancels "1st Revised Page No. 5." Revisions of such pages with letter suffixes will be handled in the same manner as described for pages without letter suffixes.

EFFECTIVE: February 1, 2023

#### CLASSIFICATION OF ARTICLES - NON-APPLICATION OF CLASS RATES:

RULE 420

Class rates in this tariff will not apply on:

NMFC ITEM	COMMODITY		
14390, 14395	Animals, live, NOI, or wild		
14400	Animals, birds, fish or reptiles, stuffed		
168960 Sub 2	Records, office, old, not released in value		

EFFECTIVE: February 1, 2023

C.O.D. SHIPMENTS: RULE 430

COLLECT ON DELIVERY SHIPMENTS (C.O.D.) WILL NOT BE ACCEPTED.

EFFECTIVE: February 1, 2023

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CONSOLIDATION SERVICE: RULE 460

Consolidation is the process of combining two or more LCL shipments into containerloads for the purpose of obtaining CL rates.

On request of either shipper or consignee, carrier will receive, consolidate and forward shipments for their account, subject to the following conditions:

- 1. Request for consolidation service and adequate information for identification of freight must be given to the carrier prior to commencement of any consolidation service. Consolidated shipments must be consigned to a single consignee at one destination, but may include part lots from multiple shippers.
- 2. The term "Part Lot" as used in this Rule means a single shipment tendered to the carrier at one time for consolidation with other shipments at the carrier's consolidation terminal.
- 3. Consolidation charges will be assessed in addition to all other rates and charges. These charges apply to cargo which can be consolidated and machine transferred with Carrier's forklift equipment. Cargo which requires labor services as defined in Rule 891 will be charged rates shown in addition to any applicable charges in Rule 891.

Consolidation is subject to the following charge per unit for palletized or unitized cargo:

20' Container	\$373.00
20' Platform	\$542.00
20' Refrigerated	\$559.00
24' Container	\$454.00
24' Platform	\$650.00
40' Container	\$532.00
40' Platform	\$871.00
40' Refrigerated	\$800.00
53' Container	\$645.00
53' Platform	\$1,092.00
53' Refrigerated	\$967.00

- 4. Carrier will load freight received at consolidation terminal to container(s) in accordance with loading instructions of person requesting consolidation. In the absence of specific loading instructions, carrier will load freight in a manner which will utilize container weight and capacity to the greatest extent possible. Carrier will not be responsible for the inability of freight consolidated under the provisions of this Item to meet any specified minimum weight per container.
- 5. Consolidation will apply over a single voyage only. Shipments must be received during a pre-arranged receiving period not to exceed a total of 7 working days. Shipments delivered to Carrier outside the pre-arranged time period will be subject to LCL rates. Shipments will be subject to an additional charge of \$35.00 per Bill of Lading ◀.
- 6. All charges applicable on a consolidated shipment must be paid by the party paying the freight charges.
- 7. This Item is not applicable on freight moving on part lots which freight charges have been prepaid.

EFFECTIVE: January 28, 2024

For explanation of abbreviations and reference marks, see the last page of this tariff.

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#### CONTROL AND EXCLUSIVE USE OF CONTAINERS:

RULE 470

A. Control of Containers:

Except as provided in (B) of this Item, no shipment is entitled to the exclusive use of the container in which it is to be transported. The carrier has control of the container and the unrestricted right to:

- (1) Select the container or containers for the transportation of a shipment.
- (2) Transfer the shipment to other containers.
- (3) To load other freight in the same container with any such other shipment.
- B. Exclusive Use of Container:

Exclusive use of container(s) will be permitted for the transportation of a shipment upon request of the shipper. Shipments moving under the provisions of this Item must be prepaid by the consignor or charges must be guaranteed on the bill of lading by the consignor. Each bill of lading covering the shipment for which exclusive use of container is provided must be marked or stamped as follows:

"EXCLUSIVE USE OF CONTAINER ORDERED BY SHIPPER"	
(Shinner's Signature)	

C. When exclusive use of containers requested by consignor, charges will be computed at the lawfully published rate at the CL minimum weight or actual weight, whichever is greater.

EFFECTIVE: February 1, 2023

#### CUSTOMS OR IN BOND SHPMENTS:

RULE 480

- A. Shipments moving under United States Customs Bond will move on one bill of lading and will not be allowed to mix on the same bill of lading with shipments not moving under customs bond. However, if the container to which the shipment is loaded is consigned to an in-bond warehouse, the in-bond shipment may mix with freight not moving under customs bond.
- B. When shipments move under US Customs Bond or delivery by carrier is required to be made under US Customs supervision, a charge of ▲ \$167.00 per shipment will be assessed.

In addition to all other lawful charges, shipment(s) awaiting US Customs clearance will be assessed storage charges as stated in Rules 910 and 911.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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### <u>DETENTION AND DELAY CHARGES - TRUCK OR TRACTOR</u>

RULE 500

### FREE TIME IN CONNECTION WITH LOADING, UNLOADING AND PLACEMENTS:

- A. Delays, Loading, Unloading:
  - 1. Except as otherwise provided, LCL and QA rates include driver standby for loading or unloading, subject to the provisions of Paragraphs A-2, A-3 and C of this Rule.
  - 2. Subject to provisions of Paragraph 1 above and except as otherwise provided in rates in this tariff include the following time for unloading or waiting to load or unload:

#### PER CONTAINER WEIGHING IN POUNDS:

OVER:	BUT NOT OVER:	HOURS:
0	2,000	1/4
2,000	5,000	1/2

#### PER CONTAINER WEIGHING IN POUNDS:

OVER:	BUT NOT OVER:	HOURS:
5,000	10,000	3/4
10,000		1

- 3. Delays beyond the time shown in Paragraph 2 in unloading or waiting to unload at destination applicable to each operation separately when caused by the shipper, consignee or representative of the shipper or consignee will be charged to the party responsible for the freight charges, in accordance with Paragraph (C) of this Rule
- B. Delays, Placements:

Except as otherwise provided placement service includes 1.) one (1) hour waiting time to effect placement (see Rule 750) and for consignor to complete loading if driver is requested to standby and 2.) one (1) hour waiting time at destination to effect placement (See Rule 750) and for consignee to complete unloading if driver is requested to standby.

Delays beyond one (1) hour, through no fault of carrier, shall be charged in accordance with Paragraph C of this Rule.

C. Charges For Delays in Unloading or Placement:

	APPLY AT PO	DINTS IN AK	APPLY AT PO	INTS IN WA
DESCRIPTION OR EQUIPMENT TYPE:	CHARGE PER HOUR OR MINIMUM FRACTION THEREOF CHARGE		CHARGE PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE
Truck or Tractor and				
Trailer	<b>▲</b> \$215.00	<b>▲</b> \$108.00	<b>▲</b> \$119.00	<b>▲</b> \$60.00

In disposing of fractions under this Item the following will govern:

1 to 15 Minutes	1/4 Hour
15 to 30 Minutes	1/2 Hour
30 to 45 Minutes	3/4 Hour
45 to 60 Minutes	1 Hour

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023



### DEMURRAGE - CONTAINER, PLATFORMS AND CHASSIS:

RULE 501

Equipment moving under the provisions of this tariff will be allowed placement service for loading or unloading subject to the following provisions:

- 1. FREE TIME: The following conditions shall govern the definition of free time.
  - A) Destination: Equipment will be allowed 5 days free time commencing the first 7:00 A.M. after the vessel arrives at the destination port.
  - B) Origin: Equipment will be allowed 5 days free time commencing on the day the piece of equipment is removed from Carrier's terminal, regardless of whether such service is arranged by Carrier or not.
  - C) Demurrage time, which includes Saturdays, Sundays and Holidays, will begin to accrue on the day following the expiration of free time, as specified above, and will continue until the equipment is released via telephone or other notice to the Carrier.

#### 2. DEMURRAGE CHARGES:

Equipment not released to the Carrier prior to the expiration of free time will be subject to the demurrage charges shown below:

Equipment Type:	Equipment Size:							
Lquipinent Type.		20'		24'		40'		53'
Dry CL	<b>A</b> .	\$15.00	<b>A</b>	\$20.00	<b>A</b>	\$25.00	<b>A</b>	\$32.00
Reefer CL	<b>A</b>	\$44.00	<b>A</b>		<b>A</b>	\$44.00	<b>A</b>	\$108.00
Platforms	<b>A</b>	\$12.00	<b>A</b>	\$15.00	<b>A</b>	\$22.00	<b>A</b>	\$29.00
Post Platforms	<b>A</b>	\$15.00	<b>A</b>	\$17.00	<b>A</b>	\$29.00	<b>A</b>	
Chassis (2 or 3 Axle)	<b>A</b>	\$17.00	<b>A</b>	\$17.00	<b>A</b>	\$17.00	<b>A</b>	\$17.00
Chassis (4 Axle)	<b>A</b>	\$33.00	<b>A</b>	\$33.00	<b>A</b>	\$33.00	<b>A</b>	\$33.00
Chassis (5 Axle)	<b>A</b>	\$48.00	<b>A</b>	\$48.00	<b>A</b>	\$48.00	<b>A</b>	\$48.00
Dry Bulk Pneumatic	<b>A</b>	\$72.00						
Bulk Liquid	<b>A</b>	\$72.00						
Free Time			•		5 Days			

NOTE 1. Rates are in dollars and cents per day per piece of equipment.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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### LATE GATE, CARGO RECEIVED AFTER CUTOFF:

RULE 504

In order for shipments to sail on a given voyage, cargo must be received at Carrier's terminal prior to Carrier's published cargo cut-off times. If cargo is received after the established cut-off time and shipper requests that the shipment sail on a certain voyage regardless of its late arrival at Carrier's terminal, Carrier may when practical and at Carrier's sole discretion elect to extend the cut-off for the specific shipment and move the shipment on the requested voyage. If and when such late-gate exceptions are requested and performed the shipment will be subject to a late-gate fee of  $\blacktriangle$  \$1,007.00.

### Cargo cut-off times for Southeast Alaska

Wednesday Sailing	Cut-off Time		
Haines, Skagway	ALL CARGO	Tuesday	5:00 PM
Juneau, Sitka, Petersburg, Ketchikan	LCL, Breakbulk, Transfers	Wednesday	11:00 AM
Juneau	Shipper loaded containers	Wednesday	1:00 PM
Sitka, Petersburg	Shipper loaded containers	Wednesday	2:00 PM
Ketchikan	Shipper loaded containers	Wednesday	3:00 PM
Friday Sailing		Cut-off Time	
Kensington, Hawk Inlet, Yakutat	ALL CARGO	Thursday	5:00 PM
Ketchikan, Hawk Inlet, Yakutat	LCL, Breakbulk, Transfers	Friday	11:00 AM
Juneau	Shipper loaded containers	Friday	1:00 PM
Sitka, Petersburg	Shipper loaded containers	Friday	2:00 PM
Ketchikan, Wrangell, Craig	Shipper loaded containers	Friday	3:00 PM

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<u>EQUIPMENT SPECIFICATIONS:</u> RULE 520

### NOTE 1. Container dimensions are as follows (inside dimensions):

DESCRIPTION	TYPE	LENGTH	WIDTH	HEIGHT	CUBE
Dry Standard	20' Standard	19' 4"	7' 8"	7' 8"	1132
Dry Standard	40' High Cube	39' 6"	7' 8"	8' 10"	2686
	24' High Cube	23' 9"	8' 2"	8' 10"	1716
	40' High Cube	39' 6"	8' 2"	8' 10"	2686
Dry 102" Wide	40' Ultra Cube	39' 6"	8' 2"	8' 10"	3000
	53' High Cube	52' 6 <sup>7/8</sup> "	8' 2 <sup>3/8</sup> "	8' 11"	3857
	53' Ultra Cube	52'6 <sup>7/8"</sup>	8' 2 <sup>3/8</sup> "	9' 4 <sup>3/8</sup> "	4039
	20' Standard	17' 10"	7' 6"	7' 5"	1006
Refrigerated	40' High Cube	37' 4"	7' 4"	8' 5"	2337
	53' Ultra Cube	51'	8' <sup>5/8</sup> "	8' 11 <sup>1/8</sup> "	3684
	20' Standard	20'	8'	12'	
	20' Post Platform	20'	8'		
	24' (102") Wide	24'	8' 6"	12' 6"	
Platforms	24' Post Platform	24'	8'		
i iddomis	40' (102") Wide	40'	8' 6"	16 <sup>1/2</sup> "	
	40' (102") Wide	40'	8' 6"	19 <sup>3/4</sup> "	
	40' Post Platform	40'	8' 6"	10"	
	53' (102") Wide	53'	8' 6"	16 <sup>1/2</sup> "	
Bulk Liquid Tanks	20' Liquid/5,000 gallon				
Daik Eiquid Tariks	20' Liquid/6,000 gallon				
	20' Standard				710
Dry Pneumatic Tanks	20' Jumbo				1000
	20' Ultra				1273

#### Special Notes:

- All 40' and 53' loads must have weight evenly distributed over the entire length of the container.
- Weights must not exceed legal road weight limits when moved over public roads. Costs incurred due to overload are chargeable to the account of the cargo.
- The list above illustrates the most common equipment types in our fleet; some variations may exist.

EFFECTIVE: February 1, 2023

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#### EXPLOSIVES AND OTHER DANGEROUS ARTICLES:

RULE 540

This tariff is subject to the provisions of the Motor Carrier Explosives and Dangerous Articles Tariff, STB ATA-111 Series, covering the handling and transportation of explosives and other dangerous and hazardous materials, subject to the regulation by the Department of Transportation.

Dangerous explosives, inflammables or hazardous goods will be accepted for transportation only after prior booking arrangements have been made with the AKMR. AKMR reserves the right to refuse to accept or to transport any goods which, in its judgement, are objectionable or likely to injure the vessel, docks or other cargo or for which, in the carrier's judgement, it has no safe and/or suitable stowage.

All accepted shipments will be subject to the following requirements:

A. A statement of certification must appear on the shipping paper that the material offered for transportation meets the following requirements.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and, are in proper condition for transportation according to the applicable regulations of the Department of Transportation, and carrier may rely on the statements and descriptions name herein, any other representations notwithstanding.

- B. Shipper must attest on bill of lading that shipment contains no mix of non-compatible hazardous materials and no hazardous waste as so name by the Federal Resource Conservation and Recover Act (RCRA) or the Toxic Substances Control Act (TSCA) or so listed in Code of Federal Register, Title 49 (CFR 49 DOT) parts 100-177 or so named by the Alaska, Washington or Federal Environmental Protection Agencies. Shipments not so attested will not be handled, (See Item 545).
- C. Except as may be otherwise provided in this tariff and except as provided in Note 1, any shipment containing Infectious Substances, Infecting Humans, 6.2, UN2814, or radioactive materials, as described in Motor Carrier Explosives and Dangerous Articles Tariff, STB ATA-111 Services will be subject to an additional surcharge of \$167.00 per shipment (See Exception)

EXCEPTION: Provisions on radioactive materials will apply only when vehicle carrying shipment requires placards placards by Hazardous Materials Tariff (HMT) regulation.

D. In conjunction with AKMR 100, series, Rule 540, shipments classified as containing hazardous materials shall be subject to hazardous receiving charges as specified below, not subject to fuel surcharge.

LCL cargo: \$19.00 per Bill of Lading Full Load shipments: \$83.00 per Full Load

EXCEPTION: This surcharge shall not apply to automobiles, boats, self-propelled vehicles or machinery when the sole cause for hazardous designation is batteries and/or fuel in tanks used to power such vehicles or machinery.

Cont'd

For explanation of abbreviations and reference marks, see the last page of this tariff.

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5615 W. Marginal Way S.W. • Seattle, Washington 98106 Issued by: Margretta Grace, Director of Pricing

# **RULES**

#### **EXPLOSIVES AND OTHER DANGEROUS ARTICLES:**

(Continued) RULE

- NOTE 1. When a shipment contains two (2) or more articles which, under the provisions of 49 CFR 100 to 177 or Motor Carrier Explosives and Dangerous Articles Tariff, STB ATA-111 Series, are prohibited from being loaded or stored together, each part lot in the shipment will be considered a separate shipment ◀. Each such considered separate shipment will be subject to the provisions of this Item even though tendered on a single bill of lading. Articles not requiring such segregation may be included with any one of the separately considered shipments.
- NOTE 2. When a shipment has been accepted by AKMR for transportation and after receipt by AKMR and error is found in the required certification, packaging or labeling and/or other lawful requirements, all damages or penalties actual and consequential shall be for the account of the party required to provide such certification, packaging or other lawful requirement. A charge of \$232.00 per container will be assessed to placard carrier's vehicle in conformance with DOT and U.S. Coast Guard regulations when shipment is found to be in non-compliance with those regulations.

EFFECTIVE: January 28, 2024

### HAZARDOUS MATERIALS, DISPOSAL OF:

RULE 542

540

When shipments of hazardous materials are either rejected by the consignee or determined to be damaged by the carrier, the shipper shall make all arrangements for the disposal of such hazardous materials. The cost of disposal shall be paid by the shipper or beneficial owner of the materials.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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#### HAZARDOUS WASTE, TRANSPORTATION OF:

RULE 545

When shipments of hazardous waste are tendered to the carrier, the following provisions must be met:

- A. Shipments must be booked in advance and are subject to availability of carrier's equipment.
- B. It is the shipper's responsibility to thoroughly comply with all United States, Canada, local, state, provincial and federal regulations pertaining to the packaging, sorting, labeling, handling, movement, shipment and documentation of hazardous waste material in carrier's equipment.
- C. The Original Hazardous Waste Manifest EPA FORM 8700-22 must always accompany the shipment while in transit. If the shipment will transit Canadian waters, the Environmental Canada Hazardous Waste Manifest and Transit Notice must also accompany the shipment.
- D. Shipments of PCBs require 7 days' notification to carrier prior to shipment.
- E. The party responsible for payment of freight charges shall sign carrier's "Hazardous Waste Agreement," comply with all terms therein and must have credit established and approved by carrier's Credit Department prior to any shipments of hazardous waste. This party shall be considered responsible for all aspects of the shipment.
- F. Shipments of articles as described in Items 7183, reference (1), and 7328 shall be allowed only 48 hours of free time for loading; thereafter a charge of \$\( \Delta \) \$200.00 per day demurrage shall apply.
- G. Shipments of hazardous waste must be picked up within 24 hours of verbal notification to the consignee by carrier that the shipment is available. Containers which exceed the 24 hour limit will be subject to a detention penalty of ▲ \$189.00 per day or fraction thereof commencing at 8:00 AM on the next business day following the end of the 24 hour 'free' period, until the shipment is picked up. The minimum charge for detention will be ▲ \$189.00.

Shipments of PCBs will be held in carrier's terminal no longer than 10 days after arrival of vessel. If the shipment is not picked up by consignee within 10 days, carrier reserves the right to place shipment in a properly approved designated PCB storage site, at the sole risk and expense of the consignee. A detention charge of  $\blacktriangle$  \$1,549.00 per day or fraction thereof will be assessed, commencing on the eleventh day following arrival of vessel, in addition to the penalty listed above. The minimum charge shall be  $\blacktriangle$  \$1,549.00.

H. Consignee must return equipment to carrier's terminal within 3 days of delivery in clean condition. Equipment must be inspected by an authorized representative of the consignee, and a certification provided to carrier stating that no spillage or leakage has occurred. The carrier reserves the right to inspect the equipment upon re-delivery to its terminal. If, in the opinion of he carrier, there is evidence of spillage or leakage, the party responsible for freight charges will be responsible for all charges incurred in restoring the equipment to its original condition prior to shipment.

In the event the equipment cannot be restored to its pre-shipment condition as determined in carrier's sole discretion, then the responsible party shall pay carrier for the replacement value of the equipment and shall become the owner of the equipment with the obligation to lawfully dispose of the equipment of make it safe and

I. Southbound shipments of hazardous waste include placement at shipper's door and are rated to carrier's Seattle terminal only. Northbound shipments of hazardous waste are dock to door.

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For explanation of abbreviations and reference marks, see the last page of this tariff.

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#### HAZARDOUS WASTE, TRANSPORTATION OF:

(Continued)

RULE 545

- J. At carrier's request, shipper shall provide carrier with written evidence of consignee's willingness to accept the shipment of hazardous waste promptly upon arrival at carrier's terminal. Such written evidence may be required by carrier before tis acceptance of the shipment for carriage.
- K. In the event of a spill or leakage of hazardous waste while the shipment is in the possession of carrier, unless such spill or leakage is caused by negligence or willful misconduct of carrier, shipper shall be solely responsible to arrange for whatever cleanup responsible and disposal costs as may be required. All cleanup and disposal costs shall be for the sole account of the shipper. If such party fails or refuses to undertake such clean-up or disposal efforts, then carrier may do so at such party's expense.
- L. Shipper shall be solely responsible for any and all disposal of hazardous waste shipments, or decisions regarding such disposal, and carrier shall have no responsibility or liability therefore. Shipper shall defend, hold harmless and indemnify carrier from any expense (including reasonable attorneys' fees) arising from, or as the result of any claim of improper or inadequate disposal of the shipment.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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#### HOUSEHOLD GOODS, TRANSPORTATION OF:

RULE 560

The term "household goods" shall be defined as follows:

- A. Personal effects, personal property and/or property used or to be used in a dwelling.
  - 1.) Shall not be construed to include property an individual has purchased with the intent to use in the dwelling, so long as it is received by carrier within fourteen (14) days of purchase, and is intact in original packaging.
  - 2.) Shall be considered to include personal property the individual has transported to or from a job site or other place of business.
  - 3.) Shall be considered to include personal effects and personal property when transported on behalf of an individual by a business, regardless of whether the individual or business pays the transportation charges.
- NOTE 1. The following items shall be excluded from this definition except when mixed with personal property as described above and, tendered to carrier in Shipper Load an Count closed containers:

Autos, Boats, Contractors Outfits, Machinery, Trailers

- NOTE 2. Phousehold goods shipments may contain a vehicle as specified in Carrier's tariff commodities 1080-000, 1080-001 and 1740-002 only if the shipment is loaded by a certified commercial household goods shipping business.
- NOTE 3. Shipments containing hazardous materials will not be accepted.
- NOTE 4. Rates for household goods or personal effects as named in specific tariff items are based on a released value not exceeding \$.10 cents per pound. The release may relate to each article separately and not to the shipment as a whole.
- NOTE 5. Unless otherwise provided in individual participating Carriers' tariffs, articles moving under the provisions of item 100240 shall only be accepted subject to a maximum liability per article of \$.10 per pound. If Shipper fails to declare a value, or declares a value per article in excess of \$.10 per pound, shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound per article and the shipment will move subject to such limitation of liability. In no instance will Carriers' liability exceed the actual value of the article lost or damaged.

EFFECTIVE: April 26, 2024

FALSE DESCRIPTION: RULE 561

When articles are shipped under false descriptions, carrier will collect charges according to the proper description of articles.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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CONTAINER LOADING: RULE 562

- A. Cargo loaded in containers must be packaged and secured in such a manner to ensure that cargo does not shift during normal handling procedures. Cargo loaded in containers must be packaged and secured for safe stowage aboard a water vessel.
- B. Containers must be loaded as fully as possible to protect from shifting and weight must be distributed evenly front to back to balance load.
- C. Equipment returned to Carrier with dunnage, debris, waste not removed, or still containing bulk residue, will be subject to cleaning and handling charges billable to the party responsible for freight charges. This includes cleaning Carrier owned ISO bulk tanks and any associated heel disposal charges. Construction debris and refuse tendered to Carrier for Southbound moves will be subject to the rates and conditions as shown in the prevailing tariff.
- D. When Carrier provides access to its terminal facility so that Shipper or Consignee may load/unload container load shipments, a charge of ▲ \$255.00 will be assessed. This access is subject to Carrier's discretion, only available during regular business hours, and will apply for cargo which does not require the utilization of forklift, crane, or other stevedoring equipment for receiving or delivery of freight; please check with local terminal for service availability. Removal of debris resulting from the container load or discharge is the responsibility of the party performing the container load or discharge. Any items discarded at Carrier's terminal will be subject to a minimum disposal fee of ▲ \$578.00.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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PLATFORM LOADING: RULE 563

Cargo shipper loaded on a platform must be properly packaged, protected and secured for safe stowage aboard water vessel. Cargo on platforms must be banded with minimum 1 1/4 inch steel banding material. Cargo on platforms must be banded widthwise, with six widthwise metal bands, on placed every three feet. Banding must not be placed over platform fork pockets. Cargo loaded to platforms must have 4 inch minimum dunnage between cargo and platform.

If carrier is requested by the Shipper or his agent to provide packaging, protecting, securing and/or additional service, the carrier will provide the necessary material and labor required to perform the extra service at the charges state below: (See Note 1)

- A. Banding A charge of \$324.00 per 20', \$393.00 per 24', \$504.00 per 40', and \$631.00 per 53' platform will be assessed for banding cargo to the platform.
- B. Tarping Only When the carrier is requested to provide tarping for cargo loaded on a platform, and it is requested on the bill of lading, this service will be provided at the following charges: \$260.00 per 20' platform, \$318.00 per 24' platform, \$458.00 per 40' platform, and \$605.00 per 53' platform.
  - ▶ Carrier does not warrant the amount of protection afforded from such cover and specifically rejects any claims for water damage resulting from a failure of the tarp.
- C. Resecuring If freight required resecuring for safe stowage aboard water vessel the following provisions apply:
  (1) If the carrier determines that the shipper properly secured platform at origin and through no fault of the carrier freight must be resecured, the carrier will resecure the cargo and charges will be assessed for man-hours and materials used, according to the rates provided in Item 891, subject to a minimum charge as provided in (A) above.
- D. Shrink Wrapping Service: Upon request or necessity to insure safer handling and to minimize loss or damage of articles being shipped, Carrier can provide the service of shrink wrapping loose cartons or packages to make a unitized pallet for a charge of \$27.00 per standard 48 inch x 40 inch pallet. Carrier makes no warranty or representation as to the effectiveness of protective covering or its durability. Such coverings will not preempt the requirements for suitable packaging in STB AKMR 100, series, Rule 100, Paragraph B.
- E. Heat Activated Shrink Wrap Service: Upon request, heat activated shrink wrap service can be provided for a charge agreed upon prior to shipping. Heat activated shrink wrap service shall be provided at the Vendor's Seattle location only. Carrier makes no warranty or representation as to the effectiveness of protective covering, its durability, or ability to survive severe weather conditions; nor does the Carrier warrant that the application is appropriate for direct contact with the type of material or finish of the shipment requested to be wrapped. Such coverings will not preempt the requirements for suitable packaging in STB AKMR 100A, Rule 100, Paragraph B.
- F. Rust Inhibitor Spray can be provided, upon request, at a rate of \$12.18 per linear foot of cargo.
- NOTE 1. Securing, as deviated, will include labor and materials to secure cargo to the platform such as strapping, but will not include any material for dunnage, blocking or bracing. If such material is required, apply the charges per Rule 891.

EFFECTIVE: April 3, 2024

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# OVERDIMENSION, BULKY, HEAVY OR LONG FREIGHT

RULE 568

#### A. Application of Charges:

Except as otherwise provided in individual items, when any portion of the cargo, including any dunnage and/or securing equipment, exceeds the length or width of the equipment it is loaded on or transferred to, or exceeds 9' high, such cargo will be subject to the following charges. Charges are shown as a percentage of the Class or Commodity rate, or as an additional charge, and shall be added thereto:

1. Overlength: Overlength charges are applied as a percentage of the base ocean rate, defined as the applicable class or commodity rate including excess weight charge.

Equipment Size	Charge per foot or fractoin thereof, exceeding the length of the equipment:
LCL Exceeding 40'L	20.0%
20'	5.0%
24'	4.2%
40'	2.5%
53'	1.9%

2. Overwidth: Overwidth charges are applied as a percentage of the base ocean freight charge, defined as the applicable class or commodity rate including any excess weight and/or overlength charges.

Width Over in Feet:	But Not Exceeding in Feet:	SURCHARGE
		(Percent of Applicable Charges)
8' 6"	9'	12%
9'	10'	24%
10'	11'	36%
11'	12'	48%

On shipments exceeding 12' in width, add 12% surcharge for each incremental foot. Contact Pricing for shipments exceeding 16' in width.

3. Overheight: Overheight charges are applied as a percentage of the base ocean freight charge, defined as the applicable class or commodity rate including any excess weight, overlength, and/or overwidth charges.

EXCEEDING	APPLICABLE SURCHARGE:
9'	Add 10% for each foot or fraction thereof in excess of 9'.

- NOTE 1. In addition to the surcharges shown apply charges in Item 740 for permits or pilots when required.
- NOTE 2. The surcharges in Paragraphs 1, 2 and 3 will apply on the charges for the entire load (not just the piece or pieces that caused the over dimension). When a load is subject to a container-load minimum weight the surcharge will be applied on the entire billable weight of the shipment including any deficit weight.

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For explanation of abbreviations and reference marks, see the last page of this tariff.

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#### OVERDIMENSION, BULKY, HEAVY OR LONG FREIGHT

(Continued)

RULE 568

B. Lift-on/Lift-off Service:

- 1. Rates apply only to shipments that can be loaded with a forklift or rolled-on, rolled-off carrier's vessel, utilizing either carrier's standard equipment or shipper-provided equipment. Carrier's equipment is subject to availability.
- 2. Charges assessed for any crane lift on and lift-off service will be negotiated between carrier and shipper or consignee.

EFFECTIVE: February 1, 2023

#### IMPRACTICAL OR PROHIBITED OPERATION:

RULE 570

A. Pick Up or Delivery:

Pick up or delivery service will not be performed by the Carrier at any site to or from which it is unlawful or impractical to discharge cargo or 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 tend to create reasonable apprehension of danger to persons or property.
- B. Prohibited Services:
  - 1. In the event Carrier is restricted from calling at, discharging goods, or otherwise completing services at any municipality, city, or other settlement or location due to declaration of quarantine or other governmental or quasi-governmental order or law, force majeure, of other reason outside of Carrier's direct control, Carrier may elect to discharge the goods at an alternative port, a designated hub port, the next port of call, or the port of loading. Such discharge shall constitute complete delivery under the original Bill of Lading. Shipper shall be responsible for any and all storage charges and/or equipment demurrage until the goods are delivered or otherwise disposed of. Any subsequent request to carry the cargo beyond the alternate port shall constitute a new shipment, subject to the rates and terms of Carrier's tariffs.
- C. Ice Clause:

If ice or the threat thereof will, in the opinion of the Master or Carrier, prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from the loading port or result in damage to the Vessel or the cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading port until the Master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the Goods pursuant to the Bill of Lading, to depart the loading port with whatever Goods have been loaded aboard the Vessel or with Shipper's consent to load Goods at Shipper's expense at an alternative port. If ice or threat thereof will, in the opinion of the Master or Carrier, prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of Vessel from the unloading berth or result in damage to the Vessel or her cargo in injury to the Vessel's crew, Carrier shall have the option, at any time to wait at or off the unloading berth until termination of said ice condition or to discharge the Goods or a portion thereof at an alternative port, the next scheduled port of call, or the port of loading, which discharge shall constitute complete delivery under the Bill of Lading.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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<u>LIABILITY:</u> RULE 574

#### I. SUMMARY OF LIABLITY PROGRAM:

Carrier maintains a multi-level liability program to address loss or damage to Goods. The liability program includes basic liability, with an opportunity for declaration of a higher value for the Goods, as well as extended liability. In general terms, basic liability provides Shippers with those benefits available pursuant to COGSA, while extended liability provides Shippers with substantially higher limits for liability. The initial determination as to whether the basic or the extended liability program is applicable to particular Goods is made by reference to the rate section of the tariff dealing with those Goods; extended liability will be applicable unless the rate section of the tariff for those Goods explicitly states it is not applicable. In instances in which the goods are being transported pursuant to a written agreement other than a tariff, extended liability will be applicable unless that written agreement explicitly states it is not applicable. The precise terms and conditions of Carrier's liability program applicable to basic liability and extended liability are set forth below, but in summary, basic liability is intended to be a default liability program which will be applicable: when the rate section of the tariff explicitly states those particular Goods are not subject to extended liability; when the written agreement for transportation between Shipper and Carrier explicitly states those particular Goods are not subject to extended liability; when the limits of liability for the extended liability program have been exceeded (with Carrier to be able to credit all payments made under the extended liability program); when an exclusion for the extended liability program is pertinent; and in all other instances in which extended liability is not applicable.

#### II. BASIC LIABILITY:

Basic liability is that liability for loss or damage to Goods which is set forth in the bill of lading and which is applicable pursuant to Carrier having elected the Carriage of Goods by Sea ACT (referred to herein as COGSA; 46 United States Code §§1301 et seq.), which is deemed fully incorporated herein. Neither Carrier nor the Vessel shall in any event be or become liable for loss or damage to nor in connection with the transportation of the Goods in an amount exceeding \$500 per Package (as defined in Section 1, paragraph h, of Carrier's bill of lading provisions) lawful money of the United States, unless the nature and value of such Goods have been declared by the Shipper before shipment and inserted in the bill of lading or other written agreement executed between Carrier and Shipper, and Shipper has paid the additional charge for such excess valuation declaration. This declaration, if embodied in the bill of lading or other written agreement executed between Carrier and Shipper, shall be prima facie evidence, but shall not be conclusive on the Carrier; in no event shall the Carrier be liable for more than the amount of damage actually sustained or the excess valuation declaration, whichever is less. The charge for any excess valuation declaration shall be two percent (2%) of the value so declared and inserted in the bill of lading.

#### III. EXTENDED LIABILTY:

Carrier agrees to accept extended liability, which includes basic liability as well as the additional liability as described below, for all Goods other than such Goods for which there is an explicit notation in the rate section of the applicable tariff or in the written agreement for transportation between Shipper and Carrier that extended liability is not applicable with such extended liability to be at all times subject to the terms and conditions, including valuation, limitations and exceptions, set forth herein.

#### A. PERIOD OF EXTENDED LIABILITY:

The Extended Liability commences at the time the Goods are received by the Carrier and continues during the ordinary course of transit until the Goods are delivered by the Carrier at the destination port or until expiration of 15 days after discharge of the Goods from Carrier's barge(s), whichever occurs first.

Cont'd

For explanation of abbreviations and reference marks, see the last page of this tariff.

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LIABILITY: (Continued) RULE 574

#### B. RISKS COVERED:

Extended liability is applicable to all Goods i) unless the rate section of the tariff for those Goods explicitly states Extended Liability is not applicable; or ii) unless otherwise explicitly stated in writing provided to Shipper with such Extended Liability to include all risk of physical loss and/or damage to the applicable Goods from any external cause, as well as costs of landing, warehousing and forwarding, such sue & labor, general average contributions and special charges applicable to, such Goods subject to the terms, conditions, limitations, exclusions and warranties contained in this tariff and other tariffs referencing or incorporating this tariff and/or this Rule.

#### C. SUFFICIENCY OF PACKING:

Shipper warrants that the goods at the commencement of the period of Extended Liability identified above shall be in good condition, properly marked, packed, packaged, shored and stowed on or within the trailer, tank, platform, rack, pallet or other item used to contain, hold or isolate such Goods, sufficient to withstand the usual hazards of an ocean voyage on the open deck of the barge. In the event Shipper breaches the foregoing warranty, the Extended Liability shall not apply to the loss of or damage to the goods, howsoever caused, even where caused by or contributed to Carrier.

Carrier is not required to accept and will not knowingly accept goods for transportation which are insufficiently packaged to withstand the normal rigors of waterborne transportation. In the event that such insufficiency is not readily detectable and the Carrier unknowingly accepts the goods which are insufficiently packaged, the Carrier shall not be liable for loss or damage to goods due to insufficiency of packaging, whether such insufficiency is apparent to the Carrier at the time of receipt or not. Provided, that in the event Carrier knowingly accepts goods for transportation which are insufficiently packaged to withstand the normal rigors of waterborne transportation and brings such fact to the attention of the Shipper who then requests Carrier to transport the goods in the condition determined by Carrier to be insufficiently packages; Carrier shall not be liable for loss or damage to such goods due to insufficiency of packaging.

In some cases, Carrier may be required by Shipper to stow and secure Shipper's goods to, or within, trailers, containers, platforms or railcars. Said stowing and securing by Carrier shall not relieve Shipper of its obligation to properly package the goods to withstand the normal rigors of waterborne transportation which shall specifically include the ability of the goods to; (i) be stacked in multi tiers (in cases where the freight rate quote contemplates such stacking; (ii) to be secured without crushing via metal banding; (iii) to be self supporting such that the placement of dunnage beneath and on top of the load (in cases where the freight rate quote contemplates stacking of the goods) will not cause damage; and (iv) withstand the elements of the weather including the spray of sea water, rain, snow, ice and sun.

#### D. NO INDIRECT DAMAGES:

Carrier shall not in any event be responsible for indirect or special damages, including without limitation extra expense, loss of profits, loss of use of property, delay, loss of market or damages consequential upon loss of use, whether resulting from negligence or breach of this contract by Carrier or otherwise and even if the possibility of such damages were foreseeable.

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LIABILITY: (Continued) **RULE** 574

#### E. **EXCLUSIONS:**

The EXTENDED LIABILITY shall in no event include:

- 1.) Loss, damage or expense directly or indirectly caused by or contributed to by or arising from (i) Ionizing radiations from or contaminated by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties or any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 2.) Loss, damage or expense attributable to willful misconduct of the Shipper.
- 3.) Ordinary leakage, ordinary loss in weight or volume, ordinary deterioration or ordinary wear and tear of the goods.
- 4.) Loss, damage or expense caused by insufficiency or unsuitability of packaging or preparation of the goods.
- 5.) Loss, damage or expense caused by the inherent vice or nature of the goods.
- 6.) Loss, damage or expense proximately caused by delay, even though the delay be caused by an accepted risk.
- 7.) Loss, damage or expense caused by a change in temperature or humidity, unless caused by derangement or breakdown of the refrigeration machinery provided by Carrier.
- 8.) Loss, damage or expense caused by civil ware, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 9.) Loss, damage or expense due to rust or corrosion, unless such rust or corrosion is proximately caused by; (i) stranding, sinking, burning or collision of the vessel, craft or conveyance; (ii) contact of the vessel, craft or conveyance with any external substance (ice included) other than water; (iii) fire or explosion; or (iv) discharge of the interest insured at a port of distress.
- 10.) Loss, damage or expense to lumber, timber, or other wood products due to stains, discolorations, shakes, holes, chafage, breaking or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.
- 11.) Loss, damage or expense to bank bills, coins or currency, deeds, drafts, notes or valuable papers of any kind, jewelry other than costume or novelty jewelry, postage stamps or letters or packets of letters with or without postage stamps affixed. United States Postal Service mail of any class, precious metals or articles manufactured therefrom, precious stones, revenue stamps, antiques, or other related or unrelated old, rare or precious articles of extraordinary value.
- 12.) Loss, damage or expense to goods caused by freezing, unless caused by derangement or breakdown of the refrigeration machinery provided by Carrier.
- 13.) Loss, damage or expense to the goods as a result of decay, spoilage or deterioration, unless caused by derangement of breakdown of the refrigeration machinery provided by Carrier.

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LIABILITY: (Continued) RULE 574

- 14.) On used vehicles of any description, trailers, machinery, or boats: normal wear and deterioration, including, but not limited to, paint finish or window glass imperfections, minor dents, scratches, rust, tears, and abrasions, or missing articles of equipment, accessories, fixtures or fittings which would not be discerned as obvious damage upon a cursory inspection performed by non-expert, non-technically trained cargo receiving personnel, and which minor damage or missing components cannot be reasonably and unambiguously attributed to cargo mishandling or other act or omission of the Carrier. In the event of any condition of the cargo which impairs the ability of the Carrier to detect such minor damages (i.e. soil, mud, road grime, ice snow, etc.), the Carrier or is agents will cause such condition to be noted on receiving documents, and this will be sufficient to exclude all non-apparent damages. If the general condition of the cargo is such that minor damages or deterioration is widespread, generalized, and of multiple and various types indicative of normal wear and use for the type of cargo, then Carrier's agents will note such general condition, and all but new and specific damages attributable to handling in transit will be excluded. In addition, failure of Carrier to note each and every such item of wear or minor damage during an inspection on receipt of the cargo will not result in Carrier's acceptance of responsibility for damage claims liability for any such items of damage.
- 15.) For units of modular homes, offices, and other buildings (whether on wheeled undercarriages or without wheels): damages sustained to units as a result of any failure of the steel structural framing incorporated into the base of the unit, or any framing or other structural components forming walls, floors, ceiling, or roofs of units. Shipper warrants that steel or equivalently engineered framing will form the base of each modular unit or segments, and that these base structures will be designed and constructed with the knowledge that units will be handled by lifting from underneath at not more than two lifting points across the base and up the sides of the unit by a standard basket sling, forklift blade, or equivalent configuration, and that units will be landed on these same points with weight distributed transversely across the base structure of the unit at appropriate, or designated load distribution positions underneath the unit along its longitudinal axis. Shipper warrants that the base structure and all attached structures of the unit are engineered and fabricated to withstand weight or normal stress of: a.) lifting, b.) lashing and securing to the base structure of the unit only, without any requirement for securing by attachments to walls or lashing over roofs of units, c.) normal motion while resting on transverse load support points and traveling on a vessel in a seaway, and d.) the torsion, flexing, or bending moments induced by such lifting, lashing and motion. Shipper must designate structural lifting points by markings on units or providing diagrams and instructions prior to delivery of he units at the origin terminal. In the absence of such lifting specifications, Carrier will use best judgment and efforts to lift from what appears to be the most appropriate points to achieve balanced weight distribution. Structural failure or damage incurred as a result of lifting under those circumstances is excluded. Also excluded will be any damage resulting from stresses placed on units as described above, as well as damage to any fixtures, appliances, furnishings, or any items placed by Shipper inside the units. Shipper warrants that all openings in permanent or temporary exterior walls are adequately sealed to withstand wind and water damage, and any damage so caused to any part of the unit, whether internal or external, will be excluded from Carrier liability. For used units, all of the exclusions and conditions identified in subparagraph 14.) above will apply.

### F. VALUATION:

Subject to the limitations noted below as well as any other limitation noted in the rate section of the tariff dealing with the Goods, the valuation of Goods which have been lost or damaged shall be calculated as follows:

1.) Household Goods: actual cash value including depreciation\*, actual cost to repair and/or replace\* or \$.10 per pound actual weight, whichever is less, of such Goods as are actually lost and/or damaged.

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<u>LIABILITY:</u> (Continued) RULE 574

- 2.) Machinery and Equipment: loss or damage to machinery and equipment consisting of parts (whether assembled or not at time of loss or damage) shall be valued at the actual cash value including depreciation\* for those parts actually lost or damaged, or the actual cost to repair and/or replace\* those parts actually lost or damaged, whichever is less, with liberty to repair and/or replace lost or damaged parts with used parts of equivalent condition. In the event the valuation for loss or damage to individual parts exceeds the actual cash value including depreciation\* of the actual cost to [repair and/or] replace\* the entire piece of machinery or equipment, the lesser of such valuations shall be applicable, with liberty to replace the entire piece of machinery or equipment with used machinery or equipment in equivalent condition.
- 3.) Structural Metal, including architectural design elements of buildings or other structures: actual cash value including depreciation\*, actual cost to repair and/or replace\* or \$2.00 per pound, whichever is less, of such Goods which are actually lost or damaged.
- 4.) All Other Goods: loss or damage to all other Goods shall be valued at Shipper's invoice or purchase price\*, the actual cash value including depreciation\* or actual cost to repair and/or replace\* for such goods as are actually lost or damaged, whichever is less. Subject to the limitations noted below as well as any additional limitation noted in the rate section of tariff dealing with the applicable Goods, the foregoing valuations shall be extended to include freight.
  - \* calculated at the port of loading of the applicable Goods.

#### G. LIMITS OF EXTENDED LIABILITY:

Subject to any other, whether lesser or greater, maximum limitation upon Carrier's liability which may be noted in the rate section of the tariff dealing with applicable Goods or which my be agreed in writing executed by Carrier and Shipper prior to Carrier's receipt of the Goods:

Carrier's liability under the Extended Liability program shall be subject to a maximum limitation of \$75,000.00 per Package (as that term is defined in section 2 of Carrier's bill of lading) or, for Goods not deemed a Package, \$75,000 for all Goods identified on any single bill of lading issued by Carrier.

The foregoing limitations shall be inclusive of all Carrier's obligations under the Extended Liability program, including, without limitation, loss/damage/freight, insurance, landing, warehousing, forwarding, sue & labor, general average contributions, and special charges.

When the foregoing limits of liability applicable to Carrier's extended liability program have been exhausted, Carrier's liability shall be determined by Carrier's basic liability program, with Carrier entitled to a credit for all payments made pursuant to the extended liability program.

#### H. MINIMIZING LOSSES:

It is the duty of the Shipper and their servants and agents in respect to the loss recoverable hereunder to take such measures as may be reasonable for the purposes of averting or minimizing such loss.

EFFECTIVE: February 1, 2023

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FIGUE TABLES 400B



5615 W. Marginal Way S.W. • Seattle, Washington 98106 Issued by: Margretta Grace, Director of Pricing

# **RULES**

#### MINIMUM CHARGE PER SHIPMENT - LCL:

RULE 610

Matter deleted; refer to STB AKMR, Regional Tariffs, series, 303, 306, 307, 312, Item 610.

EFFECTIVE: February 1, 2023

#### MINIMUM CHARGE - CAPACITY LOAD, CL:

RULE 611

A. When any shipment is subject to AQ, LCL or CL rates, and is tendered to the carrier and occupies 80% or more of the containers usable floor space, or meets the maximum legal weight allowed in a container, the minimum charge for the freight loaded in or on each container will be the charge based on he containerload minimum weight, at the container-load rate applicable.

В.

When any shipment is tendered to the carrier to be transferred at carrier's terminal, and the shipment would use 80% or more of the usable floor space of a 20 or 24 foot container or platform, but, at carriers convenience, is loaded to a 40' container or platform, the shipment will be rated at the appropriate 20' or 24' CL provided herein.

EFFECTIVE: February 1, 2023

#### MIXED VOLUME OR CONTAINERLOAD SHIPMENTS:

RULE 645

When a single shipment or containerload is tendered containing more than one commodity, the following will govern the application for rates for these shipments:

- A. The total weight of the shipment will determine the appropriate rate level.
- B. The applicable minimum weight for each container shall be the minimum shown for the commodity with the highest per container minimum weight.
- C. When shipments do not meet the required shipment minimum weights or a lesser charge can be achieved by going to the next lower rate, the deficit weight will be charged at the lowest rated commodity in the shipment.
- D. When a containerload containing a mixed shipment is tendered and the separate weights are not obtainable, the charges for that shipment will be computed at the rate applicable to the highest rated commodity in that containerload. when separate weights are obtainable, each commodity will be rated at the applicable rate.
- E. Excess weight loaded in containers that exceed the per vehicle minimum weight for that container cannot be utilized to offset deficit weight in any designated "overflow" container, as provided for in the provisions of Rule 882.

EFFECTIVE: February 1, 2023

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## **RULES**

ORDER BILL OF LADING: RULE 660

Shipments moving on Uniform Order Bill of Lading will not be accepted.

EFFECTIVE: February 1, 2023

#### PAYMENT OF FREIGHT CHARGES - CREDIT TERMS:

RULE 720

If credit has not been approved by Alaska Marine Lines' credit department, payment is due prior to the release of freight at destination. All charges are payable in United States currency (Cash, Traveler's Checks, Insured Money Orders or Certified Checks). Credit cards are only accepted for shipments moving under rates and terms published in the tariff as well as Carrier's 200 and 300 series tariffs. Credit cards are not accepted when shipments are rated under negotiated or contract rates and terms. Credit cards are only accepted prior to release of the freight at destination Payment must be made prior to the movement of the shipment to the consignee, unless credit has previously been established. Accounts with balances due beyond 30 days will be assessed a 1.5% service charge per month (18%) per annum. A minimum service charge is \$2.00 per month.

If credit has been approved by AML's credit department, payment must be received by AML within 30 days from the date the freight departs from the point of origin. Payment by credit card shall not be accepted after cargo has already been received by consignee and credit has already been extended by AML.

When payment is not received by AML within the 30 calendar day period, interest will be charged at a rate of 1.5% per month on unpaid balances 30 days and older, subject to a minimum charge of \$2.00.

Should carrier prevail in arbitration, litigation or other dispute resolution process, the party at is liable for the freight and other lawful charges (e.g. consignor, consignee or beneficial owner) shall be liable for, and shall pay the carrier, all reasonable attorney's fees and costs incurred by the carrier for any action that must be taken by the carrier to collect the freight and other charges.

EFFECTIVE: February 1, 2023

### PAYMENT OF FREIGHT CHARGES - PREPAYMENT REQUIRED:

**RULE** 730

- A. •Unless credit has been established as stated in Rule 720, emigrant's movables, personal effects, household goods, boats, trailers (loaded or not loaded), vehicles, samples of ore and other goods, which in the opinion of the carrier are of doubtful value, must be fully prepaid. (See Note 1)
- NOTE 1. Payment must be made at the time of shipment is tendered to the carrier by the use of United States Currency (cash), traveler's checks, insured money order or certified check, VISA, Master Card or personal check.

EFFECTIVE: April 26, 2024

For explanation of abbreviations and reference marks, see the last page of this tariff.

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### PERMITS, SHIPMENT REQUIRING PERMITS OR PILOT CARS:

**RULE** 740

A. Permits:

1.)	Oversize Permits	Carriers cost plus	15%
2.)	Overweight Permits	Carriers cost plus	15%
3.)	Combination Oversize and Overweight Permits	Carriers cost plus	15%

#### B. Pilot Cars:

On shipments which, due to their size, shape, weight or nature, require pilot cars to traverse highways in any state, the rates published in this tariff do not include the cost of the pilot cars or the payment of fees. Charges to cover the cost of fees and operating pilot cars, when necessary, shall be for the account of the shipper, consignee or owner of the goods.

1.) When carrier provides pilot car service, charges shall be based on Carrier's cost plus 20%.

EFFECTIVE: February 1, 2023

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### PICKUP, DELIVERY AND PLACEMENT SERVICE:

**RULE** 750

- A. The terms "Pickup" and "Delivery" describe the service of the carrier in pickup of or delivery of LCL freight from or to a truck at the consignor's or consignee's residence, or place of business and the handling of such shipments for a distance not to exceed twenty (20') feet from the tailgate of the truck, when this service can be performed by one man (See Note 1). When pickup or delivery is required to be made to a greater distance from the tailgate than twenty (20') feet, including pickup or delivery to basements or to floors above the first or ground level floor, a charge of \$32.00 will be assessed for each fifteen (15) minutes or fraction thereof, used in performing such additional service. Minimum charge shall be \$\$65.00.
- B. Application of LCL and AQ Rates/Pickup and Delivery Service:

Except as otherwise provided in individual Items, rates name in this tariff on any quantity (AQ), less than containerload (LCL include pickup and delivery service in Alaska within the pickup/delivery zone named. Shipments designated as "dock only" (DO) do not include pickup or delivery service. For pickup or delivery in Alaska, apply rates as listed in Rule 342. Pickup and delivery service of LCL cargo in Washington is available at charges listed in Rule 341.

- C. Application of CL or Volume Rates/Placement Service:
  - 1.) Except as otherwise provided in individual rate Items, containerload (CL) rates include placement service in Alaska. Placement service in Washington is available at charges listed in Rule 340.
  - 2.) When a request is made with the carrier for a vehicle to place a containerload shipment under the provisions of Rule 340 and 342, or for use of the shipper and, due to no fault of negligence on the part of the carrier, the container is not used, cancellation of the request must be made before the vehicle is dispatched for placement. If cancellation is not so made and the vehicle is dispatched as ordered for shipment, the following charge will be asses against the shipper.

ORIGIN:	CHARGE PER CONTAINER RETURNED:		
Alaska Ports Washington Ports	▲ \$187.00 ▲ \$87.00	(Plus any charge in Rule 342 when applicable)	
Washington Ports	<b>▲</b> \$87.00	(Plus any charge in Rule 340)	

NOTE 1. Rates in this tariff include pickup and delivery or placement service as specified herein, only when shipments are compatible with carrier's equipment and comply with government authorized legal load and size limits. All expenses due to the necessity of securing special equipment, additional carrier assistance and any other charges not normally incurred in the regular course of pickup and delivery will be for the account of the party responsible for the freight charges.

EFFECTIVE: December 10, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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### PICKUP SERVICE - SPLIT PICKUP/DELIVERY:

RULE 751

"Split Pickup/Delivery" means the receiving of Part Lots of a shipment by a single vehicle at two or more addresses located within pickup/delivery limits of one city or town.

(Not applicable on shipments which are stopped in transit under the provisions of Rule 900.) Carrier will provide split pickup/delivery service on a shipment subject to the following charges and conditions.

SECTION 1: IN ALASKA - AT A SPLIT PICKUP/DELIVERY CHARGE PER PART LOT OF:

SPLIT PICKUP/DELIVERY WILL BE MADE ON:	CHARGE PER LOT:
Heaviest Part Lot per Container	Free
Each Additoinal Part Lot in the Container	? \$237.00

Split pickup/delivery service performed for 5,000 pounds or under includes carrier loading/unloading. Split pickup/delivery service performed for Part Lots in excess of 5,000 pounds includes only placement of carrier's vehicle for loading/unloading by consignors/ consignee or their agents (See EXCEPTION).

EXCEPTION: When shipper requests carrier to provide placement and load/unload Part Lots weighing between 5,001 pounds and 10,000 pounds the following charges will apply:

PART LOT WEIGHT POUND:	CHARGE PER LOT:
5,001 thru 6,250	
6,251 thru 7,500	? \$231.00
7,501 thru 8,750	? \$266.00
8,751 thru 10,000	? \$307.00

Part Lots over 10,000 pounds include placement only when the applicable Class or Commodity rate includes loading/unloading by carrier.

SECTION 2: IN WASHINGTON: Split delivery service in Washington is not available. Respot service is outlined in Rule 850. Pickup service is outlined in Rule 341. Placement service is outlined in Rule 340.

EFFECTIVE: December 10, 2023

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#### PRIOR RESERVATION OF SPACE (BOOKING OF CARGO):

RULE 775

The following shipments of Northbound freight will only be accepted when prior reservation of space has been confirmed by AKMR. (See Note 1)

- A. Containerload shipments, as defined in Item 611 of this tariff.
- B. Shipments weighing 10,000 pounds or more or measuring 500 cubic feet or more.
- C. Part lots, irrespective of weight or cube, of consolidation shipments, subject to Item 460.
- D. Shipments, irrespective of weight or cube, which are not compatible with carrier's equipment.

Reservation of space is not a guarantee that the cargo will move on a specific sailing, although every effort will be made to do so. The carrier reserves the right at all times, to load and to stow cargo in the most feasible method possible. All cargo, however, will move with reasonable dispatch once it is made available to the carrier. The carrier, at all times, reserves the right to load cargo in or on equipment at is discretion.

When shipments, forwarded prior to confirmed reservation of vessel space, through no fault of the carrier, accrue demurrage or detention charges from the delivery carrier, such charges will be for the account of the shipper, consignee or beneficial owner of the freight.

NOTE 1. Shipments not moving under the provisions of Rule 810 (Keep From Freezing Service) that have been confirmed and assigned a booking number will not be accepted prior to four (4) days before the scheduled sailing. Such shipments arriving at AKMR terminal before the four (4) day period, will be subject to the applicable detention, demurrage or storage charges set forth in Rule 911.

EFFECTIVE: February 1, 2023

For explanation of abbreviations and reference marks, see the last page of this tariff.

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5615 W. Marginal Way S.W. • Seattle, Washington 98106 Issued by: Margretta Grace, Director of Pricing

# **RULES**

PROTECTIVE SERVICE (KEEP FROM FREEZING SERVICE):

RULE 810

? Refer to Alaska Marine Lines tariffs STB AKMR, Series.

EFFECTIVE: June 5, 2023

#### RATE CHANGE EFFECTIVE DATE:

RULE 815

Shipments are governed by the rates and rules in effect on the date(s) the shipment(s) are tendered to AKMR. Each container of a multiple container shipment will be assessed the rates and charges in effect on the date of tender of the individual container. each commodity in a mixed shipment will be assessed the rates in effect upon the date of tender. (See EXCEPTION)

The term tender or date of tender is the date upon which the shipment, container or part lot is physically received by AKMR.

EXCEPTION: Shipments moving under through rates shall be subject to the rates and charges in effect on the date of tender to the originating participating carrier.

EFFECTIVE: February 1, 2023

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## RECONSIGNMENT OR DIVERSION: RULE 820

A request for the reconsignment or diversion of a shipment to effect a change in the name or address of a consignor or consignee, a change in the destination or place of delivery, or a change of billing where necessary to effect delivery, will be accepted subject to the following provisions: (See Item 362 for change in billing)

- 1. Request for reconsignment or diversion must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so.
- 2. Only entire shipments (not portions of shipments) may be reconsigned or diverted, unless specifically requested by the shipper or consignee and agreed to by the carrier.
- 3. The carrier will make diligent efforts to execute valid reconsignment or diversion requests, but will not be responsible, if despite such efforts, reconsignment or diversion is not effected.
- 4. If shipment is easily accessible at carrier's origin terminal, a diversion charge of ? \$108.00 will apply if the shipment is picked up at the carrier's origin terminal by the shipper or the shipper's agent.
- 5. If the shipment has been stowed by AKMR and is not accessible with less than 15 minutes of labor, the charges for the diversion or reconsignment will be as outlined in Rule 891.
- 6. If shipment has been moved to the originally requested destination, it may be reshipped to another destination as outlined in Item 891.
- 7. No charge for diversion or reconsignment will be made when such diversion or reconsignment involves merely the change of the address for the consignee, provided the new address, for that same consignee, is located in the same city, town, municipality, (incorporated or unincorporated) or delivery zone. Diversion or reconsignments made under the provisions of this exception need only be confirmed verbally to the carrier.
- 8. Reconsignment or diversion may not be requested after placement or delivery has been attempted at destination. Once placement or delivery has been attempted, cargo must then be reshipped to effect movement.

EFFECTIVE: December 10, 2023

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REFRIGERATION SERVICE: **RULE** 830

The carrier will accept cargo requesting refrigeration service, but will not be required to maintain the cargo at a temperature lower than the temperature at which the cargo is received. The carrier has the right to refuse cargo requiring a temperature lower that the temperature at which the cargo was received. The carrier may, at its discretion, accept cargo originally requesting a temperature lower than the temperature at which the cargo was received and then, only if the shipper amends the bill of lading to show a request for the temperature at which the cargo was actually received.

REFRIGERATION TEMPERATURE CONTROL SERVICES - FROZEN OR COLD PACK SERVICE:

When a temperature of 0 degrees F to -10 degrees F is requested, the shipment will move under the following provisions of frozen or cold pack service, in addition to the provisions noted above:

- A.) Carrier will provide refrigeration equipment designed to maintain the requested temperature; however, the service being provided is only to keep the internal air at temperatures of 0 degrees F to -10 degrees F. Carrier will not be liable for temperature fluctuations below 0 degrees F indicative to carrier's liability.
- IT. REFRIGERATION TEMPERATURE CONTROL SERVICES - OTHER THAN FROZEN OR COLD PACK SERVICE:

When a temperature above 0 degrees F to 70 degrees F is requested, the shipment will move under the following provisions of refrigerated temperature control service in addition to the provisions noted above:

- A.) Carrier will provide refrigeration equipment designed to maintain the requested temperature; however, the service being provided is only to keep the internal air at temperatures 5 degrees F of either side of the requested temperature. Carrier will not be liable for temperature fluctuations of 5 degrees F or less, nor are temperature fluctuations beyond 5 degrees F indicative of carrier's liability. The burden of proof of loss or damage to the cargo lies with the shipper or consignee (See Notes 1 through 2).
- NOTE 1. It is the shipper's responsibility to load freight in such a manner that proper air flow is maintained during shipment. Carrier will not be liable for any loss or damage to cargo due to restricted air flow caused by improper loading. Carrier is not liable for quality of product at destination if temperatures described in this rule are maintained.
- NOTE 2. Carrier has no control over the product pulp temperature at time of pickup from the shipper. Therefore, carrier assumes no lability if, at destination, the product pulp temperature varies from the internal air temperature of the refrigeration equipment as established by the carrier's reefer charge and/or reefer logs only.
  - TIT. REFRIGERATION SERVICE:

Carrier assumes no liability for monitoring mechanical refrigeration units or for malfunction and resultant loss or damage of product in refrigerated trailers or containers in instances where the equipment is not in the control or possession of carrier, including but not limited to:

- 1. After carrier has tendered trailers or containers to the consignee, consignee's agent or interline carrier and after consignee, consignee's agent or interline carrier has accepted said trailer or container in apparent good condition and working order.
- 2. Prior to carrier picking up trailer from an origin carrier, the shipper or shipper's agent.

EFFECTIVE: February 1, 2023

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#### RELEASE OF CARGO TO OTHER THAN CONSIGNEE:

RULE 847

Freight moving under rates published herein and consigned to an individual will be release at destination only to the consignee designated on the bill of lading.

EXCEPTION: Carrier may release freight to a person other than the designed consignee upon receipt of written authorization establishing proof that such person is a designated agent for said consignee.

EFFECTIVE: February 1, 2023

#### REMOVAL OF CONTAINERS BY SHIPPER OR CONSIGNEE:

RULE 848

When prior arrangements have been made with the carrier, containers may be removed from the terminals of the carrier by the shipper or consignee or their authorized representatives or agents for loading or unloading, subject to the following conditions and to all terms and conditions of this tariff.

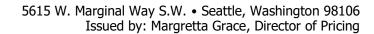
- 1. Containers may be removed from the terminals of the carrier by the shipper or consignee for loading or unloading at the risk and expense of the shipper or consignee. Shipper or consignee shall furnish the tractor and chasses. In removing containers from carrier's terminals, shipper or consignee shall execute carrier's Trailer Interchange Receipt and Safety Inspection Report. Shipper or consignee shall assume full responsibility for the safety of equipment while in its possession and for the safe return of containers in a clean and sound condition to the carrier's terminals from which they were removed. Carrier will provide loading and unloading of container to or from chasses/trailer at carrier's terminal.
- 2. Containers may be removed from and returned to carrier's terminals only during normal working hours (8:00AM through 4:00PM), Monday through Friday, not including holidays.
- 3. A charge of ? \$145.00 per container will be assessed for each twenty-four (24) hour period or fraction thereof that containers were removed from the carrier's terminals for loading, but were returned to the carrier without cargo loaded thereon.
- 4. Shipments loaded by the shipper under the provisions of this Item shall move under a "Shipper's Load and Count" SL & C bill of lading.
- 5. Except as otherwise provided, carrier's responsibility for cargo loaded in its container shall not commence until the containers are returned to the carrier's terminals and a receipt given therefore.
- 6. When containers are removed from the carrier's terminals, the shipper or consignee removing such containers shall hold the carrier harmless for any damage occurring or resulting in any manner whatsoever from such containers while in the possession of the shipper or consignee.
- 7. Containers removed from carrier's terminal under the provisions of this Item are also subject to the provisions of Item 501.

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# RESPOT - ADDITIONAL PLACEMENT:

RULE 850

Except as otherwise provided in individual containerload items, rates include one placement per container in Alaska, but do not include placement in Washington. See Rule 750.

When requested, carrier will provide placement in addition to what is included in the rate for the following:

(1) Respot charge applies when placement is provided in the same rate group area.

EFFECTIVE: December 10, 2023

#### RETURNED, UNDELIVERED SHIPMENTS:

RULE 860

Shipments at destination which are refused and/or returned to origin AKMR terminal will be subject to the following provisions:

- 1. The shipper shall pay all original freight charges and storage charges assessed against the cargo, even if the consignee refused the cargo. Regardless of reason for refusal, all charges are payable to the carrier.
- 2. The return movement will be considered a new shipment and be billed as such.
- 3. On refused shipments containing the following, the shipper shall be responsible for disposal of said materials in addition to paying all freight charges:

Beer

Cigarettes

Hazardous Materials

Wine

Drugs

Commodities NOS as governed by Federal or State Regulations

Liquor

Medicines

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ROUTING INSTRUCTIONS: RULE 875

The rates herein apply via all routes made by use of the lines of any of the carriers party to this tariff, except as otherwise specifically provided in individual rate items or in connection with individual rates. The routes published in this tariff are restricted to apply only to the extend of carrier's authorized operations as to territory, commodities and other provisions as provided in carrier's Scope of Operating Authority (see governing publications).

#### **EXPLANATION OF ROUTE NUMBERS:**

Routes, named below, should be read from the left to right when movement is to Alaska, and from the right to left when movement is from Alaska.

ROUTE:	JUNCTION:	CARRIER:	JUNCTION:	CARRIER:	JUNCTION:	CARRIER:	JUNCTION:	CARRIER:
1	SEA, WA	AKMR	HAW, AK			-		-
2	SEA, WA	AKMR	HNS, AK	AKMT				
3	SEA, WA	AKMR	JNU, AK	AKMT				
4	SEA, WA	AKMR	KEN, AK					
5	SEA, WA	AKMR	KTN, AK	AKMT				
4	SEA, WA	AKMR	PSG, AK	AKMT				
	SEA, WA	AKMR	SGY, AK	AKMT				
5	SEA, WA	AKMR	SIT, AK	ATRF				
6	SEA, WA	AKMR	WRG, AK	ATRF				
7	SEA, WA	AKMR	YAK, AK	AKMT				
8	SEA, WA	AKMR	KTN, AK	AKMT	KTN, AK	(1) (3)	Craig, Hollis, Klawock, Thorne Bay	ATRF
9	SEA, WA	AKMR	KAK, AK	ATRF				
10	SEA, WA	AKMR	XIP, AK	AKMT				
11	SEA, WA	AKMR	SGY, AK					
12								
13	SEA, WA	AKMR	JNU, AK	AKMT	JNU, AK	(1)	Hoonah, Ak	AKMT
14	SEA, WA	AKMR	JNU, AK	AKMT	JNU, AK	(1)	Angoon, AK	AKMT

- (1) Alaska Marine Highway Ferry Service
- (2) AKMT
- (3) Also applies when via AKMR Barge Service

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#### SHIPMENTS EXCEEDING CAPACITY OF A CONTAINER: (OVERFLOW) (See Notes 1 and 2)

RULE 882

- A. Shipments tendered to carrier from a single shipper to a single consignee, in excess of the quantity that can be loaded to a container or platform will be allowed as excess in an "Overflow" container. Only one "Overflow" container or platform is allowed per shipment.
- B. Shipper shall block overflow in such a manner, subject to the carrier's approval, as to allow maximum utilization of space remaining in the container. Carrier may handle overflow through its freight terminal and may load other freight in container.
- C. The container or platform carrying the overflow may not exceed the size of the container which contains the initial shipment.
- NOTE 1. Each non-overflow container or platform in the shipment utilized will be charged for at the container or volume rate applicable at the actual weight, but not less than the minimum weight.
- NOTE 2. The container or platform carrying the overflow will be charged for at the applicable containerload or volume rate on the basis of actual weight, but not less than 75% of the CL minimum weight.

Excess weight loaded in non-overflow containers that exceed the per container minimum weight for that container cannot be utilized to offset deficit weight in any designated "Overflow" container.

EXCEPTION: When a container or platform is fully loaded to usable capacity, the applicable containerload minimum weight shall apply. (See Rule 611)

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#### SHIPMENTS TENDERED ON SHIPPER-FURNISHED EQUIPMENT:

RULE 884

Unless otherwise specifically provided, shipments tendered to carrier in containers furnished by the shipper will be accepted, subject to completion of the carrier's Standard Interchange Agreement and Inspection Report (E.I.R.). Charges for such shipments will be assessed in accordance with the applicable rates named in carrier's applicable tariff. All containers must be able to be handled when loaded with cargo by forklift and be compatible with carrier's operation.

NOTE 1. Shipper furnished container must be marked at both front and rear with identification marks not less than 3 inches in height. If proper identification marks are not on the shipper-furnished container, carrier will mark accordingly at a charge of ? \$159.00 per container.

NOTE 2. Provisions of this Item do not apply to wheeled trailers.

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### SPECIAL SERVICES - MATERIAL AND LABOR CHARGES:

RULE 891

Except where otherwise provided, any materials required to secure, dunnage, block or line carriers equipment shall be provided by and installed by the shipper. Any material furnished by the shipper or carrier will be installed by the carrier at a charge for labor for such installation, at the following rates for each person:

Labor Charges:	? \$103.00	Per Hour or Fraction Thereof
Weekend or Aftern 5PM:	? \$204.00	Per Hour or Fraction Thereof
Holiday:	? \$309.00	Per Hour or Fraction Thereof
Forklift NX 2 ton Capacity:	? \$103.00	Per Hour or Fraction Thereof (1)
Forklift EX 2 ton but NX 5 ton Capacity:	? \$129.00	Per Hour or Fraction Thereof (1)
Forklift NX 30 ton Capacity:	? \$191.00	Per Hour or Fraction Thereof (1)
Forklift NX 45 ton Capacity:	? \$211.00	Per Hour or Fraction Thereof (1)
Forklift NX 50 ton Capacity:	? \$244.00	Per Hour or Fraction Thereof (1)

(1) Rate applies Monday through Friday only and is subject to a minimum charge of One Hour.

At the request of the shipper or when the shipper does not provide such material, the carrier will, based upon availability, furnish plywood, metallic stakes, strapping and wooden timbers for bracing, blocking or other securing requirements, at the following rates:

Plywood	4'x8' Sheets (3/8" thick or less)4'x8' Sheets (Over 3/8", but not over 3/4"		\$31.69 \$56.07	each each
Strapping	(metal):	?	\$2.33	Per Linear Foot
Timbers	2" x 4" x 10' Long or Shorter	?	\$0.99	Per Linear Foot
	4" x 4" x 10' Long or Shorter	?	\$2.34	Per Linear Foot
	4" x 6" x 10' Long or Shorter	?	\$3.81	Per Linear Foot
	4" x 8" x 10' Long or Shorter	?	\$5.07	Per Linear Foot
	6" x 6" x 10' Long or Shorter	?	\$6.97	Per Linear Foot
	6" x 8" x 10' Long or Shorter	?	\$10.42	Per Linear Foot
	6" x 12" x 10' Long or Shorter	?	\$12.82	Per Linear Foot
	8" x 10" x 10' Long or Shorter	?	\$20.00	Per Linear Foot
	8" x 12" x 10' Long or Shorter	?	\$22.92	Per Linear Foot

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#### SPECIAL SERVICES - CUSTOMER REQUESTED DOCUMENTATION, DATA ENTRY, REPORTS:

RULE 895

When Shipper requests Carrier to produce documentation that is other than Carrier's standard freight bills, bills of lading, delivery receipts or shipment tracking and reports available via Carrier's automated or customer accessed self-service internet site (EZ-Commerce) or if Carrier is required to electronically enter shipment and billing information into systems or portals other than Carrier's in-house billing and shipment system, the following charges will apply:

DESCRIPTION	CHARGES:		MINIMUM CHARGE:
Freight bills entered electronically into other than Carrier's in-house system	? \$46.00	per shipment or bill	Subject to minimum charge ? \$94.00
Customer Reports or other non-standard data entry or documentation	? \$94.00	per hour	Billed in 1/4 hour increments subject to min. charge ? \$46.00

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#### SPECIAL SERVICES - TANK CLEANING AND MAINTENANCE:

RULE 896

Transportation utilizing Carrier provided tank equipment will be subject to a cleaning and maintenance fee of? \$87.00 per shipment, which will appear on the original shipment invoice. Rate does not provide for disposal of residual tank contents; any residual content disposal fees will be billed on a separate invoice. Exception: the tank cleaning fee for de-icing fluid will be? \$1,041.00 per Carrier provided tank, including up to four hours labor and materials, but not disposal of residual tank contents.

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#### STOPPING IN TRANSIT FOR PARTIAL LOADING OR FOR PARTIAL UNLOADING:

900 RULE

#### Α. Stopping for Partial Loading:

One stop, in addition to the initial placement, will be permitted for the purpose of picking up the component parts of a single shipment, provided the stop-off point is directly intermediate between origin point and final destination, via the regular route over which operations are generally conducted.

#### Stopping for Partial Unloading: B.

One stop, in addition to the destination, will be permitted for the purpose of unloading the component parts of a single shipment, provided the stop-off point is directly intermediate between the origin point and the final destination point, via the regular route over which operations are generally conducted.

- C. Limitations: (Except as provided in individual rate items)
  - 1.) Stop-off will only be permitted on shipments weighing or paid for as weighing 10,000 pounds or more.
  - 2.) When partial loading service, as described in Paragraph A above is provided no partial unloading service as described in Paragraph B above will be rendered on the same shipment.
  - 3.) Stopping for partial unloading will not be permitted unless vehicles are loaded in the proper sequence to accomplish delivery at the stop-off point without rehandling other freight.
  - 4.) the provisions of this Item are not applicable on sections containing through commodity rates, unless service is performed in Alaska, nor is it applicable on Collect or Order Notify shipments, or in bond shipments.

#### D. Line Haul Charges:

- 1.) On shipments stopped for partial loading or unloading, charges will be determined on the basis of actual weight or minimum weight, if greater, of the entire shipment, at the volume or truckload rate applicable from point of origin or stop-off point to final destination or from point of origin to stop-off point, whichever produces the highest charges.
- 2.) The charges on shipments stopped for partial unloading must be prepaid.
- 3.) On shipments which are stopped for partial unloading that have an arbitrary point contained in this tariff as a final destination, only that portion of the shipment actually moving to the arbitrary point will be assessed the charges applicable to that point, determined on the basis of the actual weight of such portion or minimum weight if greater and subject to minimum charges, if any. The remainder of any such shipment will be assessed the charges applicable to the actual destination of such remainder, subject to applicable minimum weights and charges.

#### E. Stop-Off Charges:

Shipments stopped for partial loading or for partial unloading will be assessed ? \$248.00 for each stop, exclusive of the original point of origin and the final point of destination (subject to Rule 500).

#### F. Shipping Instructions:

Arrangements for any stop-off services provided in this Item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation.

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STORAGE/ON HAND CHARGES: RULE 910

The following provisions shall apply on storage at AKMR Seattle terminal, and for freight which is "On-hand" at all AKMR terminals:

- A. Except as provided below, free time for shipment will commence with the first midnight following availability of cargo and shall extend for five (5) days.
- B. Storage in Carrier owned equipment is in addition to Demurrage Charges listed in Rule 501.
- C. Cargo placed in storage at AKMR Seattle terminal, and freight which is "On-hand" at any AKMR terminal (to include designated agent's terminal) after the expiration of free time shall be assessed storage charges as follows:

STORAGE CHARGES PER UNIT (EXCEPT AS NOTED) PER 24 HOUR DAY OR FRACTION THEREOF:		
DESCRIPTION	STORAGE CHARGES:	MINIMUM CHARGE: (1)
Dry Container, Platform	? \$51.00	? \$51.00
Passenger Vehicles, Pickup Trucks, Motor Homes, Campers, Trucks, Boats on Trailers, Buses	? \$51.00	? \$51.00
Rubber Tired Machinery/Machines Tracked Vehicles	? \$51.00	? \$51.00
Shipper Owned Trailers (Except Refrigerated)	? \$51.00	? \$51.00
Refrigerated Container (When loaded with freight requiring temperature control)	? \$189.00	? \$189.00
LCL CARGO: LCL REFRIGERATED CARGO:	? \$2.06 /cwt (2) ? \$30.68 /cwt (2)	? \$75.00 ? \$121.00

- (1) Minimum charge is in dollars and cents per unit of shipment, as indicated, and is not applied on a per day basis.
- (2) Rate is in dollars and cents per 100 pounds, per 24 hour day.

After expiration of free time, carrier may, at is option, place the cargo in public storage, in which event all charges, including transportation and handling charges incidental to the placing of goods into or out of public storage, shall be for the account of he cargo, including the cost of public storage. The storage charges outlined in Paragraph (B) above will terminate the first day following placement of the goods into public storage. The carrier retains all lien rights on the cargo while the same is stored in a public warehouse under the conditions wet forth in this Paragraph.

- D. When cargo is physically available for delivery (see Note 1) bur not released b AKMR to consignee because of:
  - 1.) Nonpayment of freight charges, where credit has not been extended;
  - 2.) Indication of inability to fulfill statutory payment of freight charges;
  - 3.) Non-receipt of proper shipping documents; then Storage charges will accrue after the expiration of free time once the cargo has been made available (See Note 1) for delivery up to but not including the day that freight and storage charges are paid or shipping documents are received. Storage charges will be assessed against the cargo at the charges specified in this Item.

Cont'd

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RULE

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# **RULES**

### STORAGE/ON HAND CHARGES: (Continued)

E. Upon expiration of free time, storage charges commence. Storage charges will terminate only after one of the following conditions has been met:

- 1.) The shipment has been dispatched to point of delivery by carrier or its agent (see Note 1).
- 2.) The shipment is placed into storage at the request of customer, in one of AKMR's Southeast Alaska terminals. Customer must inspect freight, sign off delivery receipt, and sign storage contract. (Refer to Item 911).
- 3.) The shipment has been placed into public storage (refer to Paragraph C of this Item).
- 4.) AKMR is instructed, via facsimile or written instruction, that shipment will be accepted at a specific date/ location, the date of actual acceptance to serve as the date of storage termination (if cargo is accepted). The provisions of this Paragraph are subject to the prior approval of AKMR.

The date of dispatch from storage shall be excluded from the calculation of storage charges, except as outlined in Paragraph (D) of this Item.

- F. When cargo is accepted for shipment by carrier, but not shipped and held at AKMR origin terminal because of:
  - 1.) Non-payment of cash prepaid freight charges,
  - 2.) Indication of inability to fulfill statutory payment of freight charges,
  - 3.) Non-receipt of proper shipping documents,
  - 4.) At the request of shipper; then Storage charges will accrue commencing the first midnight after such conditions occur, with no free time allowed. Storage charges will accrue up to but not including the day that freight and storage charges are paid, the shipping documents are received, or instructions to ship are received from shipper. Storage charges will be assessed against cargo at the charges specified in this Item.
- G. Saturdays, Sundays and Holidays will be included in the computation of free time. After expiration of free time, Saturdays, Sundays, and Holidays will be used in the computation of storage charges.
- H. Storage charges incurred pursuant to the provisions of this Item will be assessed against the beneficial cargo owner, irrespective of whether transportation charges are prepaid or collect, unless other arrangements have been approved by AKMR in writing.
- I. Should the consignee fail to pay the storage charges provided for herein, nothing will prohibit the carrier from assigning such storage charges to the shipper or beneficial owner of the cargo transported. Carrier furthermore reserves the right to sell any cargo as salvage to pay for any unpaid freight or accessorial charges after giving the appropriate notification of intended sale.
- J. Nothing in this Item shall require carrier: to delivery or make available for delivery any cargo at times other than normal business hours on normal business days.
- K. EXCEPTION TO RULE 574: Carrier shall not be responsible for the condition of perishable cargo after the expiration of free time.

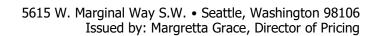
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For explanation of abbreviations and reference marks, see the last page of this tariff.

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STORAGE/ON HAND CHARGES: (Continued) RULE 910

NOTE 1. Notification of availability as defined herein shall mean giving notice to consignee or subconsignee by email, facsimile, U.S. Mail, or telephone call that cargo will be physically available for delivery on a specific date to consignee or subconsignee. The date of email, postmark, facsimile, or telephone call shall establish the date of availability.

NOTE 2. In the event the cargo is placed in public storage, carrier's liability for risk of loss shall terminate upon the placement of cargo into public storage.

EFFECTIVE: December 10, 2023

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#### STORAGE AT ALASKA TERMINALS:

RULE 911

When freight is no longer "On-hand" and storage is requested, the following provisions shall apply:

- A. Carrier will allow five (5) days free time at its Alaska terminals for all shipments (described in Paragraph B, below) tendered to carrier prior to commencement of storage charges (See Note 1), which shall be subject to the following conditions:
  - 1.) The date of receipt of the shipment into storage shall be excluded from the computation of free time and front storage time.
  - 2.) Shipments placed in storage by carrier: (to include designated agent) prior to the five (5) days of free time shall be assessed storage charges as outlined in Paragraph B of this Item.
- B. When free time has expired, apply the following storage charges:

STORAGE CHARGES PER UNIT (EXCEPT AS NOTED) PER 24 HOUR DAY OR FRACTION THEREOF:		
DESCRIPTION	STORAGE CHARGES:	MINIMUM CHARGE: (1)
LCL, or Non-containerized cargo, Dry:	▲ \$1.81 per cwt	<b>▲</b> \$75.00
DRY CONTAINERS/PLATFORMS full loads:	▲ \$51.00 per day	<b>▲</b> \$51.00
VEHICLES, ROLLING STOCK, or Freight on the Ground	▲ \$0.54 per sq ft per day	▲ \$86.00

- (1) Minimum charge is in dollars and cents per unit of shipment, as indicated, and is not applied on a per day basis.
- C. After expiration of free time, carrier may, at its option, place the cargo in public storage, in which event all charges, including transportation and handling charges incidental to the placing of goods into or out of public storage shall be for the account of the consignee, including the cost of public storage. The storage charges outlined in Paragraph B above will terminate the day following placement of the goods into public storage.
- D. When cargo is physically available for delivery, but not released by AKMR to the consignee because of:
  - 1.) Non-payment of freight or storage charges, where credit has not been extended;
  - 2.) Indication of inability to fulfill statutory payment of freight charges;
  - 3.) Non-receipt of proper shipping or storage documents; then, Storage charges will accrue after the expiration of free time once the cargo has been made available (See Note 1) for delivery up to but not including the day that freight and storage charges are paid or shipping documents are received. Storage charges will be assessed against the cargo at the charges specified in this item.
- E. Upon expiration of free time; storage charges will commence. Charges will terminate only after the following conditions have been met:
  - 1.) The shipment has been dispatched to point of delivery by carrier or its designated agent. (See Note 1)
  - 2.) The shipment has been placed into public storage, (Refer to Paragraph C) of this Item).
  - 3.) Removal of the shipment from AKMR's terminal (to include designated agents terminal) by either consignee, shipper or beneficial owner of the cargo.
  - 4.) AKMR is instructed via facsimile or written instruction that shipment will be accepted at a specific date, the date of acceptance to serve as the date of storage termination. The provisions of this Paragraph are subject to the prior approval of AKMR.

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### STORAGE AT ALASKA TERMINALS:

(Continued)

RULE 911

- F. Saturdays, Sundays, and Holidays will be excluded form the computation of free time. After expiration of free time, Saturdays, Sundays, and Holidays will be used in the computation of storage charges.
- G. Storage charges will be assessed against the beneficial cargo owner, irrespective of whether charges are prepaid or collect, unless other arrangements have been made and approved by AKMR, in writing.
- H. Should the consignee fail to pay the storage charges provided for herein, nothing will prohibit the carrier from assigning such storage charges to the shipper or beneficial owner of the cargo transported. Carrier furthermore reserves the right to sell any cargo at salvage to pay for any unpaid freight or accessorial charges, after giving the appropriate notification of intended sale.
- NOTE 1. When free time expires, carrier shall give notice to consignee or shipper by either email, facsimile, U.S. Mail, or telephone call that storage charges have commenced and that AKMR intends to place the cargo in public storage unless instructions to the contrary are received from the consignee or shipper and agreed to by AKMR.
- NOTE 2. In the event that cargo is placed in public storage, carrier's liability for risk of loss shall terminate upon the placement of the cargo into public storage.
- NOTE 3. EXCEPTION TO RULE 574: Carrier shall not be responsible for perishable cargo after the expiration of free time.

EFFECTIVE: December 10, 2023

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#### TRANSFER OF LADING - DELIVERY OF CARGO AT AKMR TERMINALS:

RULE 959

- A. Containerload (CL) rates named in this tariff do not include transfer of cargo from or to containers, trucks, trailers, vans or closed vans, except where specifically stated by the symbol (T). Less than containerload (LCL) rates do include (T) service. Transfer service from railcar is limited and requires prior approval from carrier. Rate to be negotiated.
- B. (T) applies only on cargo that is suitable for direct transfer by forklift. Shipments requiring sorting, segregating, banding or unitizing functions will be subject to charges in Rule 891. Shipments requiring a crane or other means to load or unload due to weight or size will be subject to Rule 568, Paragraph B.
- C. When rates do not include (T) service or require shipper load and count, the following charges will apply for (T) service:

Transfer is subject to the following charge per unit for pallo	-
20' Container	<b>▲</b> \$291.00
20' Platform	<b>▲</b> \$425.00
20' Refrigerated	<b>▲</b> \$436.00
24' Container	<b>▲</b> \$355.00
24' Platform	▲ \$508.00
40' Container	<b>▲</b> \$416.00
40' Platform	<b>▲</b> \$680.00
40' Refrigerated	<b>▲</b> \$625.00
53' Container	▲ \$504.00
53' Platform	<b>▲</b> \$854.00
53' Refrigerated	<b>▲</b> \$756.00

- NOTE 1. Carrier will load freight in a manner which will utilize container weight and space capacity to the greatest extent possible, but Carrier will not be responsible for the inability to meet any specified minimum weight.
- NOTE 2. Rates named herein do not include tarping of cargo moving on Carrier's containers or platforms, but will include securing to Carrier's containers or platforms. Applicable charges named in Item 563 will apply in addition to rates published herein.

EFFECTIVE: December 10, 2023

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## **RULES**

#### TRANSPORTATION SUBJECT TO RULES OF COAST GUARD:

RULE 975

The transportation of freight by vessel is at all times subject to the rules and regulations prescribed by the United States Coast Guard, Merchant Marine inspection.

EFFECTIVE: February 1, 2023

#### VALUATION - STATEMENT OF:

RULE 982

Carrier shall not be liable in any event for any loss, damage, misdelivery of failure to deliver with respect to goods in an amount exceeding \$500.00 lawful money of the United States per package (as defined in Section 1 of Carrier's Bill of Lading Provisions) unless a valuation higher than \$500.00 is declared, in writing, by Shipper upon delivery of the goods to Carrier, and additional freight as identified below is paid thereon, in which even Shipper agrees the value of the goods shall not exceed such declared value and any partial loss or damage shall be adjusted, pro rata, on the basis thereof. To the extent liability is applicable to such goods as elsewhere set forth in this tariff or in an applicable written agreement, any payments made by Carrier with respect to the goods under extended liability shall be fully credited against Carrier's obligation to Shipper pursuant to such higher declared value.

The Shipper may increase the liability of the Carrier above \$500.00 per package or customary freight unit (but in no event more than the fair market value of the goods at the place of discharge) by declaring a value for the goods and having such declared value inserted in the Bill of Lading. The event of such declaration:

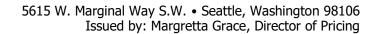
- a.) The freight rate set forth in the applicable Tariff will be charged plus two (2%) percent of the declared value inserted in the Bill of Lading; and
- b.) The liability of the Carrier shall be limited to the declared value of the goods or the fair market value of the goods at the place of discharge, whichever is less.

EFFECTIVE: February 1, 2023

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### VEHICLES/MACHINES, MOTOR ACCEPTANCE OF:

RULE 987

AKMR will not accept responsibility no liability for loss or damage to special equipment on motor vehicles/machines unless shipper completes and signs the questionnaire with respect to motor vehicles/machines, appearing on the face of the carrier's bill of lading, at the time the motor/vehicle/machine is offered for shipment. Carrier will not be responsible for personal effects beyond the value of ten (.10) cents per pound, when placed in the vehicle/machine. Vehicles/machines, received for shipment, must have radiators and batteries adequately protected from freezing. Bill of lading must be endorsed to show degree to protection. All vehicles/machines must have a maximum of one-quarter (1/4) tank and minimum of one-eighth (1/8) tank of gasoline. Vehicles/machines that are not in running condition, or will not start, will be subject to towing or mechanics charges, applicable at origin destination, as provided in the applicable rate item, or below:

In the absence of charges listed in the applicable rate item for fuel drainage or moving non-operating vehicles/machines, the following charges shall apply:

Fuel Drainage: \$88.00 per vehicle/machine

Non-operating vehicle/machine: \$281.00 per vehicle/machine

- Electric vehicles powered solely by rechargeable lithium ion batteries will be subject to the following provisions:
- 1. The state of battery charge must be between 45% 65%, otherwise the vehicle may be refused at receiving.
- 2. All charging cables or adaptors specific to the tendered vehicle must be left in the vehicle.
- 3. Carrier will not be responsible for charging the vehicle, dead batteries, or functions controlled by a remote monitoring device. Further, it is recommended that remote monitoring devices not be used while the vehicle is in Carrier's possession.
- 4. Shipper shall be liable for any damage resulting from fire caused by vehicle battery.
- 5. A per vehicle surcharge will apply as follows:

EFFECTIVE: February 20, 2024

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#### CONTAINERS OR PLATFORMS IMPROPERLY LOADED:

RULE 990

When a shipper loaded container or platform is improperly loaded, secured, or overloaded by the shipper, AKMR may return the container or platform to the shipper for the following charge per container or platform:

ORIGIN:	CHARGE PER CONTAINER OR PLATFORM:	
Alaska Ports	▲ \$201.00 (Plus any charges in rule 342, when applicable)	
Washington Ports	▲ \$67.00 (Plus any charges in rule 340)	

- NOTE 1. When AKMR is authorized, or otherwise instructed, by shipper, consignee or beneficial owner of the freight to rework freight in order to comply with tariff provisions, or authority of law, apply provisions of Rule 891, in addition to all other applicable charges.
- NOTE 2. Where container is inadvertently accepted by AKMR, such acceptance does not constitute waiver of tariff provision.

  All penalties levied under authority of law, while freight is in the possession of AKMR, due to improper loading, shall be for the account of the shipper.
- NOTE 3. Freight returned under provisions of this Item shall not be subject to Rule 820.

EFFECTIVE: December 10, 2023

<u>WEIGHT - BILLING:</u> RULE 992

Shipping weights shown on a bill of lading by shipper are subject to verification by the carrier, and the actual scale, estimated or agreed weight as ascertained by the carrier will be the applicable weight for shipment.

EFFECTIVE: February 1, 2023

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#### WEIGHTS - GROSS WEIGHTS AND DUNNAGE: (Exception to NMFC 995)

RULE 995

A. When Container-load CL freight is tendered for shipment using one or more of the items listed in Note 1 the following allowance shall be made on the weight of the shipment, provided all minimum weight requirements have been met. The shipments scaled gross weight, or shippers weight in the absence of a scaled weight, shall be reduced by the weight of the items listed in Note 1, as declared by the shipper. Allowance shall not exceed five percent (5%) of the total gross weight of the shipment.

Container-load freight prepared for shipment using one or more of the items listed in Note 1 must have such items, and the weight of these items declared on the shipper's bill of lading in order for Carrier to apply any allowance to the shipment.

Less than container-load (LCL) freight, unless otherwise provided shall be computed on actual gross weights. A shipping carrier, container or package, or pallet, platform or skid constitutes part of the gross weight.

B. Items as described in Note 1, which have been loaded as described in Note 2, will be provided a return movement to carrier's terminal in Seattle, WA, at no charge provided all provisions as stated in Note 3 have been met.

NOTE 1. Bins, necessary for transporting foodstuffs and/or department store merchandise

Blankets, Furniture ( Also Furniture Pads, used )

**Bread Trays** 

Containers, Bulk liquid (porta-feed) used for transporting chemicals in bulk capacity not to exceed 500 gallons each Cribbing

Cribs

Drums, not exceeding 55 gallon capacity

Dunnage, Rubber, Inflatable

Dunnage, Wooden

Hangers, Garment

Kegs, not exceeding 55 gallon

Lift Vans, empty, wooden

Load Locks

Material used to protect the top of lading or to secure the load to the pallet, platform or shipping container

Milk Baskets or Crates

**Pallets** 

Pallets, Platforms or skids with or without standing sides or ends

Racks or Skids

- NOTE 2. Provisions of Paragraph (B) in this Item are applicable only when consignee backloads dunnage into or onto a dry, non-refrigerated container immediately following unloading of a Northbound container-load movement. Carrier will not perform any additional placement of container to allow backloading of dunnage, other than those concurrent with the Northbound shipment's placement and return to Seattle, WA terminal.
- NOTE 3. Dunnage backloaded for return must be documented by the shipper, on the bill of lading. When carrier is not notified, in writing, of backloaded dunnage, carrier will not be responsible for loss or damage of such dunnage.
- NOTE 4. Provisions of this Rule 995 shall not apply to items described in Section 8 of AKMR tariffs.

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<u>WEIGHT - ROAD RESTRICTIONS:</u> RULE 996

- A. During any period when State, Provincial, Municipal or Federal road weight restrictions are in effect, and the containerload or volume minimum weights provided for in this tariff cannot be transported on or in a single container, the following will apply:
  - 1.) Containerload weights will not be greater than the legal road limits during restricted periods as defined in A.
  - 2.) In instances when containerload freight has already been received, or is in route, when restrictions are imposed, carrier will, at shipper's direction, transload to other containers to comply with the imposed weight restrictions at charges shown in Rule 959, or hold the entire shipment at carrier's facility until restriction is lifted and apply storage charges in accordance with Item 910.

EFFECTIVE: February 1, 2023

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FREIGHT TARIFF 100B



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COMMODITIES FOR WHICH RATE IN TARIFFS MAKING REFRENCE	S WILL BE FOUND TO THIS TARIFF		
<b>→</b>		RULE	1005
	EFFECTIVE:	May 1,	2024
•		RULE	1008
	EFFECTIVE:	May 1,	2024
•		RULE	1013
	EFFECTIVE:	May 1,	2024
◀		RULE	1015
	EFFECTIVE:	May 1,	2024
•		RULE	1016
	EFFECTIVE:	May 1,	2024
•		RULE	1017
	EFFECTIVE:	May 1,	2024
◀		RULE	1019
	EFFECTIVE:	May 1,	2024
◀		RULE	1020
	EFFECTIVE:	May 1,	2024
•		RULE	1021
	EFFECTIVE:	May 1,	2024
◀		RULE	1023
	EFFECTIVE:	May 1,	2024
•		RULE	1026
	EFFECTIVE:	May 1,	2024
For explanation of abbreviations and reference marks	, see the last page of this tariff.		
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TARIFF REISSUE DATE

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ORIGINAL TARIFF EFFECTIVE DATE : FEBRUARY 1, 2023

: JANUARY 31, 2023

: JANUARY 31, 2023

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	15Sued by. Margietta Grace	———	
	COMMODITIES FOR WHICH RATES WILL BE FOUND IN TARIFFS MAKING REFRENCE TO THIS TARIFF		
<b>▼</b>		RULE	1027
	EFFECTIVE	: May 1	, 2024
4		RULE	1031
	EFFECTIVE	: May 1	, 2024
•		RULE	1033
	EFFECTIVE	: May 1	, 2024
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# LAST PAGE - EXPLANATION OF ABBREVIATIONS AND REFRENCE MARKS

ABBREVIATIONS:	
AKMRAlaska Marine Lines, Inc.	Max Maximum
AQ or A.Q Any Quantity	MinMinimum
BM Board Measure	Min. WtMinimum Weight
CarrierAlaska Marine Lines, Inc.	(N)Northbound
CLContainer Load	NX Not Exceeding
CL Min Minimum Weight per Container Load	NMFC National Motor Freight Classification
Co	No.(s)Number(s)
Concl'dConcluded	NOINot Otherwise Indexed in Classification
Cont'd Continued	NOS Not Otherwise Specified in this Tariff
Cuft Cubic Foot/Feet	OAHOverall Height
Cwt Hundred Weight	OAL Overall Length
DescDescribed	OAWOverall Width
DiaDiameter	O/TOther Than
(DO)Dock Only	PLCL Rates Include Pickup
EXFrom	PFOpen Shipping Platform
FtFoot/Feet	RevRevised or Revision
Ga Gauge	SecSection
In Inch(s)	(S)Southbound
IncIncorporated	SLCShipper Loaded Container
Incl Inclusive	SU or S.U Set Up
I or S or I/SIron or Steel	(T)Transfer Included
JctJunction	TLTruckload
KD or K.D Knocked Down	U.SUnited States
KDF or K.D.FKnocked Down Flat	Viz. / VIZNamely
LbsPounds	VolVolume
LCL Less Than Containerload	WAWashington
	WtWeight
ADDDEVIATIONS DACING DOINTS OF DESTINATION DOINTS IN ALA	CKA DATE CDOUDC.
ABBREVIATIONS—BASING POINTS or DESTINATION POINTS IN ALA	<del>_</del>
ANCAnchorage, AK	KLK
ANGAngoon, AK	KTN
CRGCraig, AK CDVCordova, AK	MET
•	PSG Petersburg, AK
FBK Fairbanks, AK HOL Hollis, AK	SGYSkagway, AK TBYThorne Bay, AK
HAW Hawk Inlet, AK	VALValdez, AK
•	•
HNHHoonah, AK HNSHaines. AK	WHT
	•
JNUJuneau, AK KAKKake, AK	WRGWrangell, AK YAKYakutat, AK
Make, All	TAK Takutat, AK
REFERENCE MARKS AND SYMBOLS:	
▲Denotes Increase	⩓
▼Denotes Decrease	¢Cents(s)
▶ Denotes Addition	\$
■Denotes Deletion	%Percent
Denotes Transfer to Another Page	`Foot or Feet
Denotes Change in Wording	"Inch or Inches
Which Results in Neither an Increase Nor a Decrease in Rates	

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