

# TARIFF STB BMCP 300

## NAMING

### GENERAL RULES, TERMS AND CONDITIONS FOR TRANSPORTATION AND RELATED SERVICES

## AND

### COMMODITY FREIGHT RATES APPLICABLE TO WATER TRANSPORTATION BETWEEN POINTS IN ALASKA AND THE INTERIOR UNITED STATES

## ISSUED BY:

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BMCP

**REVISION CHECK SHEET:**

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**TARIFF SUPPLEMENTS:**

(none)

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## PARTICIPATING CARRIERS

<u>SCAC</u>	<u>Name of Carrier</u>	<u>DOT/MC Number</u>
AKMR	Alaska Marine Lines, Inc.	
ARMB	Alaska Railbelt Marine, LLC	

## DEFINITIONS

BMCP	BMCP refers to Bering Marine Corporation.
Carrier	Carrier refers to Bering Marine Corporation, its subcontractors, authorized agents and all directors, officers and employees thereof.
Consignee	Consignee refers to the entity identified by Shipper to receive the goods.
Container	Container refers to all types of containers, flatbeds, platforms, trailers, tankers, etc. into or onto which goods are loaded and transported.
Entity	Entity refers to all forms of business entities as well as natural persons.
Goods	Goods refers to those items of personal property with respect to which Carrier has been requested to or does provide services, including all packing and packaging thereof as well as all other items or materials associated therewith, including, without limitation, crates, cradles, pallets containers. The term "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."
Shipper	Shipper refers to the entity engaging Carrier with respect to the goods, unless the context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and all others who may have a right of claim by, through or with respect to the goods.

## ABBREVIATIONS

AQ	any quantity
CL	containerload
CWT	hundred weight
Lbs.	pounds
LCL	less than containerload
Max.	maximum
Min.	minimum
(N)	northbound
(S)	southbound
SLC	Shipper loaded container

## REFERENCE MARKS

◆	denote increase
‡	denote decrease
○	denote no change in rates
☼	denote reissued matter or page
▲	denote a change in wording resulting in neither an increase nor decrease
#	denote an addition
***	denote a deletion
€	subject to expiration date

## RULES AND TERMS OF SERVICE

	ITEM NO.
<p><u>GOVERNING PUBLICATIONS</u></p> <p>Except as otherwise provided herein, this tariff is governed by the following publications, including supplements thereto and subsequent reissues thereof:</p> <ol style="list-style-type: none"><li>(1) Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180.</li><li>(2) Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 49, Part 262.</li></ol>	100
<p><u>APPLICATION OF RATES – GENERAL</u></p> <ol style="list-style-type: none"><li>(1) Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled voyage(s).</li><li>(2) Carrier reserves the right to utilize other voyages and/or other Carriers participating herein.</li><li>(3) Unless otherwise agreed, rates apply via water routes.</li><li>(4) Goods to or from ports/places named herein will be accepted and handled direct only when Carrier feels the quantity offered is sufficient to justify the expense of services hereunder.</li><li>(5) Goods loaded to containers under Shipper load and count will move at containerload (CL) rates only.</li><li>(6) Unless otherwise specifically agreed, less than containerload (LTC) quantities will not be accepted.</li></ol>	160
<p><u>ESTIMATED FREIGHT CHARGES</u></p> <p>Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charges applicable to any given shipment moved or to be moved 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 have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation which is not binding upon either party.</p>	190
<p><u>ADVANCING CHARGES</u></p> <p>No charges will be advanced to Shipper, or its warehousemen or agents, or any other, except those incidental to the transportation of the goods which are incurred by Carrier but which were not known or contemplated by Carrier prior to commencement of services. Shipper shall be obligated to reimburse Carrier for any such advances.</p>	300



CHARGES, OVERDIMENSION GOODS (HEAVY, BULKY, LONG, ETC.)

343

(1) Overweight:

Rates named herein apply only to single pieces or packages, or combined pieces or packages loaded to a single container weighing less than 50,000 pounds. Single pieces or packages, or combined pieces or packages loaded to a single container, weighing 50,000 pounds or more shall take a surcharge of 25% to cover cost of handling heavy pieces.

(2) Overlength:

Rates named herein apply only on containers which do not exceed 48' in overall length. Containers exceeding 48' in overall length shall take the following surcharges in addition to all other charges.

OVERALL LENGTH OF CONTAINER		APPLICABLE SURCHARGE
EXCEEDING	BUT NOT EXCEEDING	
48'	50'6"	20%
50'6"	60'6"	40%
60'6"	--	60%

(3) Overwidth:

Rates named herein apply only on containers which do not exceed 10' in overall width. Containers (to include accompanying bracing, dunnage or securing equipment) exceeding 48' in overall width shall take the following surcharges in addition to all other charges.

OVERALL WIDTH OF CONTAINERS OR LADING		APPLICABLE SURCHARGE
EXCEEDING	BUT NOT EXCEEDING	
10'	12'	20%
12'	14'	40%
14'	16'	60%
16'	--	100%

If a shipment is subject to more than one overdimension surcharge, only the greatest surcharge will apply.

In addition to the overdimension surcharges in this Item, heavy lift charges per Item 568 may apply.

FUEL SURCHARGE

345

Unless otherwise provided, all shipments are subject to a fuel surcharge of four percent (4%).

BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES – DOCUMENTATION

360

Upon request, Carrier will provide the following documentation as part of the transportation services:

- (1) Bill of lading, as set forth in Item 365, which shall be deemed to have been issued for each shipment
- (2) Freight bill

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

362

Bills of lading or freight bills edited by, or other written instructions from, Shipper requesting a change in collection status from "prepaid" to "collect" will not be accepted unless credit has been expressly approved by Carrier's credit department in writing. Notwithstanding the foregoing, bills of lading or freight bills edited by, or other written instructions from, Shipper requesting such a change in collection status will not be accepted under any circumstances once goods have been delivered.

Should a change in collection status be allowed by Carrier, an additional charge of \$20.00 for such change will be assessed against the ultimate payer of freight charges.

BILLS OF LADING, OTHER THAN CARRIER'S

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When Carrier signs any bill of lading or document other than Carrier's bill of lading, Carrier shall be acknowledging receipt of the shipment and shall not be accepting the terms or conditions of said bill of lading or document. When a shipment is received on a bill of lading or document other than Carrier's, all contract terms and conditions for carriage, as stated in Item 365, shall remain applicable and supersede all other bills of lading or documents.



BILL OF LADING – TERMS AND CONDITIONS ON SECOND/REVERSE PAGE

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continued

1. DEFINITIONS

"Carrier" refers to Bering Marine Corporation as well as all subcontractors and vessels utilized with respect to the transportation services provided pursuant to this agreement.

"Consignee" refers to the entity identified by Shipper to receive the goods.

"Entity" refers to all forms of business entities as well as natural persons.

"Goods" refers to those cargoes and items of personal property with respect to which Carrier has been requested to or does perform transportation services pursuant to this agreement, including all packing and packaging of such goods as well as all other items or materials associated with such goods, including without limitation crates, cradles, pallets, tanks, platforms and containers.

"Package" refers to the largest single unit as to which the goods are transported, such as a single container, flatbed, platform, trailer, etc., or a single machine or item of equipment, etc., and not the individual contents, boxes, pieces, parts or components thereon, therein or thereof.

"Shipper" refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, shall include the owner, consignor and consignee of the goods and all other entities who may have right of claim by, through or with respect to the goods.

2. FREIGHT, CHARGES, PAYMENT, ETC.

Freight shall be as identified by Carrier in its rate quote, bill of lading, transportation agreement and/or tariff, as applicable. In addition to freight, Shipper shall be responsible for all: assessments, charges and expenses pursuant to Carrier's bill of lading and/or tariff; dues, taxes, duties, fines and penalties; advances made by Carrier; expenses incurred by virtue of Shipper's actions, omissions or failure to perform hereunder; and other expenses incurred as a result of any unforeseen or extraordinary circumstance, with respect to the goods and/or the transportation thereof. Freight and charges based upon inaccurate or incomplete descriptions, instructions or particulars from Shipper may be recalculated by Carrier at any time.

Freight and all charges shall be fully and irrevocably earned by Carrier upon tender of the goods by Shipper to, or commencement of performance by, Carrier, whichever shall first occur, and shall be payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. All amounts shall be paid in U.S. dollars without deduction or offset, with sums which are due but which have not been paid to accrue interest at the rate of one percent (1%) per month from date due until paid in full. Shipper, specifically including all entities identified in the definition of that term, shall be jointly and severally responsible for the payment of all freight, charges and other amounts due Carrier hereunder.

Carrier shall have a lien the goods which shall survive delivery thereof to secure payment of amounts due hereunder; further, Shipper grants Carrier a consensual lien upon all Shipper's cargoes and personal property subsequently in the possession of Carrier to secure payment of such amounts. Carrier may assert its lien rights at any time, withhold delivery until payment is received and/or hold public or private sale of such goods, cargoes and/or personal property; in the event of sale, proceeds shall first be applied to the costs of sale and then to amounts due Carrier, with the balance, if any, to be remitted to Shipper.

3. HAZARDOUS GOODS

Shipper must identify to Carrier in writing and prior to shipment all goods requiring specialized handling and/or which are dangerous or hazardous in character or nature, and Carrier must specifically assent to undertake the transportation thereof. Shipper shall provide complete and accurate information, specifications and handling instructions with respect to any such goods, including safety procedures and emergency contact information, etc., shall be responsible for all documentation and compliance with federal, state and local statutes and regulations applicable to such goods and/or their transportation, and shall certify its compliance with the Department of Transportation's applicable packing, packaging, marking, etc. regulations as set forth on the front page of this Bill of Lading.

4. PERISHABLES AND VALUABLE GOODS

All goods shall be carried in ordinary containers without any special protection, services or other measures unless otherwise agreed in writing by Carrier. Shipper shall tender any goods requiring refrigeration properly stowed with thermostat set, and shall provide Carrier with an appropriate temperature setting for such goods; refrigerated containers are not designed to "freeze down" goods, and Carrier shall not be responsible for loss, damage, expense or other consequence with respect to goods tendered at a temperature higher than that required. Carrier shall not be responsible for stains, discolorations, holes, chafage, breakage or splitting of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any live animals, art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value.

5. DESCRIPTION OF GOODS

Shipper shall provide Carrier with, and hereby warrants the accuracy and completeness of, all information, descriptions, particulars and instructions relating to the goods, including their nature, characteristics, markings, number, count, weight, dimensions, volume and quantity as well as any special instructions or conditions applicable to the goods, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss, damage or expense whatsoever resulting from any false, inaccurate or incomplete information, descriptions, particulars or instructions provided to Carrier.

6. TENDER OF GOODS

Shipper shall tender the goods to Carrier at the time and place identified by Carrier in good order, count and condition, and packaged, protected, packed and stowed sufficiently to withstand the rigors of the contemplated transportation services, including, without limitation, transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements. Carrier may refuse, discharge, store, sell and/or otherwise dispose of any goods which it believes may create a risk of harm to persons and/or property at any time and at Shipper's risk and expense.

7. PERFORMANCE AND LIBERTIES

Carrier shall have exclusive control over all vessels utilized with respect to the transportation of the goods. Carrier may call at any port/place to replenish fuel, oil, stores or other necessities and/or to make repairs. Carrier may deviate in attempt to save life or property at sea, and with respect thereto may leave the vessel and goods thereon in a position reasonably believed to be safe. Carrier shall have liberty with respect to the routes, procedures, modes and methods of transportation, including towage and/or towage in tandem. Carrier shall perform hereunder with due diligence, but does not warrant any particular speeds or departure or arrival times or dates. Carrier may subcontract on any terms the whole or any part of the transportation services hereunder, including with its affiliated and/or related entities.

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continued

8. DELIVERY AND CLAIM LIMITATIONS

365  
continued

Carrier shall arrange for delivery of the goods to Consignee at the location identified on this Bill of Lading, with Consignee obligated to inspect, receive and take the goods as promptly following unloading as is possible during normal working hours. Goods delivered to Consignee, goods tendered to Consignee but refused and/or otherwise not received by Consignee, goods seized by governmental authority or legal process, goods not delivered due to Shipper's fault (including inaccuracy or inadequacy of instructions or particulars) and goods not delivered due to causes beyond Carrier's control shall nonetheless be deemed delivered to and received by Consignee and Carrier's responsibility with respect to such goods shall thereupon cease. Any action taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.

Unless notice of loss/damage and the general nature thereof is provided to Carrier in writing before or at delivery, said delivery shall be prima facie evidence that such goods have been delivered as described and in the same good order, count and condition as when received by Carrier; if loss/damage is not apparent at delivery, such notice must be given within three (3) days of said delivery. In any event, Carrier shall be discharged from all liability with respect to loss/damage to, or in connection with, the goods unless suit is brought within one (1) year of delivery or date when the goods should have been delivered.

9. CLAUSE PARAMOUNT

The Carriage of Goods By Sea Act (46 U.S.C. §1300 et seq.) is fully incorporated into this agreement and shall apply at all times the goods are in the custody and/or under the control of Carrier, including before loading to the vessel, during transportation, through discharge from the vessel and until delivery. Carrier shall not be liable for loss/damage to, or in connection with, the goods in an amount exceeding \$500 USD per package (or in the event of goods not in packages per customary freight unit), or the equivalent of said sum in other currency, unless a higher release value for the goods has been declared in writing by Shipper to Carrier prior to loading and inserted on the front of this Bill of Lading and Shipper has paid increased freight resulting from such declaration. Carrier shall not be liable to Shipper or any other entity claiming with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, in tort, contract or other theory, other than as set forth herein.

10. FORCE MAJEURE

Carrier shall not be liable for loss or damage arising or resulting from unseaworthiness unless caused by Carrier's want of due diligence. Carrier shall not be responsible for loss or damage arising or resulting from: act, neglect or default of master, mariner, pilot or services of Carrier in the navigation or management of a vessel; fire, unless caused by the actual fault or privity of Carrier; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Shipper, its agent or representative; strikes, lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of Carrier.

11. NEW JASON/GENERAL AVERAGE

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continued

General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at such port/place selected by Carrier, and as to matters not provided for by said Rules according to the laws and usage of the Port of Seattle, with a tug and barge(s) not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another if by disconnecting it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties acknowledge that the goods are carried in accordance with the recognized custom of the trade.

To the extent required by Carrier, average agreement, bond and additional security shall be furnished by Shipper prior to the discharge/release of the goods. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Carrier's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.

In the event of accident, danger, damage or disaster, before or after commencement of voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Carrier is not responsible by statute, contract or otherwise, the goods and Shipper shall contribute with Carrier and the vessel(s) in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred with respect to the goods. If a salving ship is owned/operated by Carrier, salvage shall be paid for as if such salving ship belonged to strangers.

12. BOTH TO BLAME COLLISIONS

In the event of loss/damage to goods resulting from collision, if the vessels or either of them should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the vessel(s), Shipper shall indemnify Carrier and the vessels from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Shipper, the owners of the goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, the owners of the goods or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Carrier and/or the vessels. The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.

13. 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, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable.

14. LIMITATION OF LIABILITY

This agreement is not a personal contract, nor shall it otherwise operate such as to deny Carrier the benefit of all limitations upon and exemptions from liability afforded to vessel owners by statute or rule of law.

15. EXTENSION OF BENEFITS

All exceptions to, exemptions from, defenses to, immunities from and limitations upon liability granted to Carrier by operation of this agreement and/or applicable law shall be deemed automatically extended to: all lawful business entities parent to, subsidiary of, affiliated with and/or under the management or control of Carrier, including their respective shareholders, members, managers, officers, directors, employees and agents; all subcontractors of Carrier utilized with respect to the transportation services, including their respective shareholders, members, managers, officers, directors, employees and agents; and all vessels utilized with respect to the transportation services, including their respective owners, managers, operators, demise charterers, masters, officers and crewmembers.

16. LAW AND FORUM

The general maritime law of the United States shall be applicable to this agreement and performance hereunder to the extent there is a specific general maritime rule of law, but otherwise the laws of the State of Washington shall apply. Any suit relating to this agreement or performance hereunder must be filed in, and the parties hereby consent to the exclusive jurisdiction of, the state or federal court located in Seattle, Washington, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

17. COUNTERPARTS AND EXECUTION

This Bill of Lading may be executed in counterparts and/or by facsimile, with a facsimile signature deemed equivalent to an original signature. This Bill of Lading may be executed by agents and/or representatives of the parties; upon Shipper's consent, verbal or otherwise, Carrier may sign for and on behalf of Shipper as its agent for said limited purpose. Upon tender of the goods to Carrier, Shipper shall be deemed to have consented to the terms and conditions set forth herein, regardless of whether Carrier's Bill of Lading was actually issued to or executed by Shipper.

18. ENTIRE AGREEMENT

This Bill of Lading and any rate quote, transportation agreement, load confirmation, delivery receipt, invoice and/or other document issued by Carrier with respect to the goods, and Carrier's tariff, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications and agreements, whether oral or written. This agreement supersedes any document issued by or through any entity other than Carrier, including any bill of lading or other document from Shipper. The headings used herein are for reference only, and are not substantive. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against either party. This agreement may not be altered or amended except through a written instrument executed by Carrier.

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concluded



<p><u>CHANGES TO TARIFF</u></p> <p>Changes to this tariff will be made by reprinting the entire page. Such revised pages will be designated "Revised Page" and will bear the same page number as the original.</p> <p>EXAMPLE: "1st Revised Page 5" cancels "Original Page 5" "2nd Revised Page 5" cancels "1st Revised Page 5" as well as "Original Page 5."</p>	380
<p><u>C.O.D. SHIPMENTS</u></p> <p>Collect on delivery (C.O.D.) shipments will not be accepted.</p>	430
<p><u>LIEN</u></p> <p>Carrier shall have a lien upon all goods transported hereunder, which lien shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of sums due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and/or public or private sale of the personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.</p>	472
<p><u>CUSTOMS OR IN BOND SHIPMENTS</u></p> <p>(1) 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 goods not moving under customs bond.</p> <p>(2) When shipments move under United States Customs Bond or delivery by Carrier is required to be made under United States Customs supervision, a charge of \$35.00 per shipment will be assessed.</p> <p>In addition to all other lawful charges, shipment(s) awaiting United States Customs clearance will be assessed storage charges as per Item 910.</p>	480
<p><u>EFFECTIVE DATES</u></p> <p>Shipments are governed by the rates and rules in effect on the date(s) the shipment(s) are tendered to Carrier.</p>	510
<p><u>EQUIPMENT SPECIFICATIONS</u></p> <p>Upon request from Shipper, Carrier shall provide specifications on any container (including all equipment, conveyances, etc. within that term) to be provided by Carrier with respect services hereunder.</p>	520

EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS

540

This tariff is subject to Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180, and Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 40, Part 262, as promulgated by the United States Department of Transportation and Environmental Protection Agency respectively.

Explosives, inflammables, infectious substances, dangerous items, hazardous materials and/or hazardous waste of any type or nature whatsoever will be accepted for transportation only after prior booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.

Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or for which, in Carrier's judgment, is not able to be safely loaded, stowed, secured, unloaded and delivered.

All shipments of such goods accepted by Carrier shall be subject to the following requirements:

- (1) A statement of certification must appear on the shipping paper that the goods offered for transportation meet the requirements of this tariff. Such certification shall contain the following language:  
  
"This is to certify that the above named goods 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/Environmental Protection Agency, and Carrier may rely upon the statements and descriptions made herein, any other representations notwithstanding."
- (2) Shipper must attest on the bill of lading that the shipment contains no mix of non-compatible goods whatsoever, including those non-compatible goods identified by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or the Alaska, Washington or federal environmental protection or like agencies. Shipments not so attested will not be accepted by Carrier.

Any shipment which contains such goods but which was not so declared to Carrier prior to commencement of services shall be assessed an additional surcharge of \$15,000.00 per container in addition to all other charges.

NOTE 1: When a shipment contains two or more articles which, under the provisions of Code of Federal Regulations, Title 49, Parts 100 to 177 and/or Title 40, Part 262, 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 Carrier for transportation and after receipt by Carrier an error is found in the required certification, packaging, labeling or other lawful requirements, all damages and penalties actual and consequential shall be for the account of the party required to provide such certification, packaging, labeling or other lawful requirement. A charge of \$96.00 per container will be assessed to placard Carrier's vehicle in conformance with DOT regulations when shipment is found to be in non-compliance with those regulations.

<p><u>HAZARDOUS MATERIALS, DISPOSAL OF</u></p> <p>When shipments of hazardous/dangerous materials goods are either rejected by Consignee or determined by Carrier to be damaged, Shipper shall make all arrangements for the immediate removal and disposal of such hazardous materials. The cost of disposal shall be paid by Shipper of such materials.</p>	542
<p><u>HAZARDOUS WASTE, TRANSPORTATION OF</u></p> <p>Hazardous wastes will be accepted for transportation only after prior booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.</p> <p>Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or which, in Carrier's judgment, is not able to be safely loaded, stowed, secured, unloaded and delivered.</p>	545
<p><u>HOUSEHOLD GOODS, TRANSPORTATION OF</u></p> <p>"Household goods," defined as personal effects, personal property and/or property used or to be used in a dwelling, will not be accepted for shipment hereunder.</p>	560
<p><u>FALSE DESCRIPTION</u></p> <p>When goods are transported under false descriptions/particulars, Carrier will collect charges according to the proper descriptions/particulars thereof.</p>	561
<p><u>CONTAINER LOADING</u></p> <ol style="list-style-type: none"><li>(1) Goods loaded in containers must be packaged and secured in such a manner to ensure that they do not shift during normal handling and transportation procedures.</li><li>(2) Goods loaded in containers must be packaged and secured in such a manner to ensure that they do not shift during handling, stowage and transportation by water.</li><li>(3) Containers returned to Carrier with dunnage, waste or other debris which has not been removed will be subject to cleaning and handling charges billable to the party responsible for freight charges.</li><li>(4) For containers in the nature of a platform or otherwise exposed to the elements, see Item 563.</li></ol>	562

PLATFORM LOADING

563

Goods that are Shipper loaded on a container in the nature of a platform or otherwise exposed to the elements must be properly packaged, protected and secured for safe handling, stowage and transportation by water, including by uncovered flat deck vessel. Goods on platforms must be banded widthwise with minimum 1¼ inch steel banding material, one placed every three feet. Banding must not be placed over platform fork pockets. Goods loaded to platforms must have 4 inch minimum dunnage between the goods and platform.

If Carrier is requested by Shipper or Shipper's agent to provide packaging, protecting, securing and/or other additional services, Carrier will provide the necessary material and labor required to perform such services at the charges stated below.

- (1) Banding Only – A charge per platform will be assessed for banding goods to the platform.  
20' platform - \$125.00  
24' platform - \$150.00  
40' platform - \$205.00
- (2) Tarping Only – When Carrier is requested to provide tarping for goods loaded on a platform, this service will be provided at the following charges:  
20' or 24' platform - \$150.00  
40' platform - \$230.00
- (3) Banding and Tarping – When Carrier is requested both to band and tarp goods to a platform, this service will be provided at the following charges:  
20' platform - \$275.00  
24' platform - \$300.00  
40' platform - \$435.00
- (4) Resecuring – If goods required resecuring for safe stowage, the following provisions apply:

HEAVY LIFT CHARGES

568

Except as otherwise provided, single pieces or packages, or combined pieces or packages loaded to a single container, which exceed 50,000 pounds will be assessed a heavy lift charge as set forth in this Item.

- (1) Heavy lift: \$3.00 CWT assessed on all weight in excess of 50,000 pounds, per piece, package or combined pieces/packages lifted.

Except as otherwise provided, when any portion of the goods, including any dunnage and/or securing equipment, exceeds the length or width of the container it is loaded or transferred to, such goods will be subject to the following additional charges.

- (2) Overlength:

Size of Container	Overall Length		Applicable Surcharge
	Exceeding	But Not Exceeding	
20'	24'	30'	10%
20'	30'	40'6"	20%
20'/40'	40'6"	--	\$144.00 per lineal foot assessed on the length in excess of 40'6"

- (3) Overwidth:

Overall Width Exceeding	Applicable Surcharge
8'6"	12% or fraction thereof for every 1' in excess of 8'6"

- (4) Overheight:

Except as otherwise provided, when a shipment exceeds 8'6" in height above the ground, the following additional charges will be assessed:

Overall Width Exceeding	Applicable Surcharge
8'6"	12% or fraction thereof for every 1' in excess of 8'6"

Rates herein apply only to shipments that can be loaded with a forklift and/or rolled-on, rolled-off a vessel, utilizing Carrier's standard equipment or Shipper provided equipment as applicable.

Carrier's equipment is subject to availability.

Charges assessed for any crane lift on/lift off service will be negotiated between Carrier and Shipper.

<p><u>INSURANCE</u></p> <p>Rates named herein do not include any first party or Shipper's interest cargo insurance provided by Carrier for the benefit of Shipper.</p>	574
<p><u>ORDER BILLS OF LADING</u></p> <p>Shipments moving on any order or negotiable bill of lading will not be accepted.</p>	660
<p><u>PAYMENT OF FREIGHT – CREDIT TERMS</u></p> <p>Unless credit has been expressly approved by Carrier's credit department in writing, payment is due prior to commencement of any services from Carrier and must be made in full before release of goods at the destination. All charges are payable in United States currency (cash, traveler's checks, insured money orders or certified checks). MasterCard and Visa are accepted. Accounts with balances due beyond 30 days will be assessed a 1.5% service charge per month, 18% per annum. Minimum service charges are \$2.00 per month.</p> <p>Notwithstanding approval from Carrier's credit department, payment in full must be received by Carrier within 30 days from the date the goods depart from their point of origin.</p> <p>Should Carrier prevail in arbitration, litigation or other dispute resolution process with respect to the collection of freight and/or other charges, the party liable therefor (e.g. consignor, Consignee or beneficial owner) shall reimburse Carrier for its reasonable legal fees and costs incurred with respect to such action.</p> <p>EXCEPTION: Carrier reserves the right to require prepayment in full prior to movement of shipment from point of origin if Shipper, Consignee or party responsible for freight charges has exceeded its credit limit or is in breach of its credit terms with Carrier. Additionally, if Carrier has reason to believe Shipper, Consignee or party responsible for freight does not have the ability to pay pending freight, Carrier may require prepayment in full prior to movement of the shipment from the point of origin.</p>	720
<p><u>PRIOR RESERVATION OF SPACE (BOOKING)</u></p> <p>Prior reservation of space (booking) is not a guarantee that goods will be transported on a specific move, although every effort will be made to do so. Carrier reserves the right, at all times, to load and stow goods in the most feasible method possible and/or transport the goods upon certain movements at its discretion.</p> <p>All goods will move with reasonable dispatch once made available to Carrier.</p>	775

PROTECTIVE SERVICE – PROTECTION FROM THE ELEMENTS

810

Shipper may request insulated containers and/or non-operating refrigerated containers for partial protection of goods from the elements between the period of November 1 and March 31, and Carrier shall attempt to provide such containers at its discretion and subject to availability. Carrier does not warrant these insulated containers and non-operating refrigerated containers will adequately protect goods from freezing nor does Carrier accept any risk of loss due to frost, freezing and/or other action of the elements.

Shipper must request the use of such protective containers prior to initial delivery of goods to Carrier and in each such event the following notations shall be deemed to have been inserted on the relevant bill of lading and agreed to by Shipper: "Shipper acknowledges that the utilization of insulated containers or non-operating refrigerated containers does not guarantee protection against frost, freezing or other action of the elements, and hereby agrees not to hold Carrier liable in any way for loss or damage to goods caused thereby."

No charge other than those shown herein will be assessed for the use of such containers.

RECONSIGNMENT OR DIVERSION

820

A request for reconsignment or diversion to change the name or address of a consignor or Consignee shall be accepted subject to the following provisions (see Item 362 for change in billing or collection status):

- (1) Requests must be made or confirmed in writing and 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.
- (3) Carrier will make diligent efforts to execute valid reconsignment requests, but will not be responsible if despite such efforts reconsignment is not effected.
- (4) An additional charge of \$30.00 will apply if the reconsignment/diversion request is for pick up at Carrier's facility by Shipper or Shipper's agent and the goods are readily available at such facility.
- (5) If goods have been stowed by Carrier or are otherwise not accessible with less than 15 minutes of labor, the charges for diversion/reconsignment will be as outlined in Item 891.
- (6) If goods have already been moved to the originally requested destination, the goods may be reshipped to another destination at rates negotiated between Carrier and the party responsible for the freight.
- (7) No charge for diversion/reconsignment will be made when such involves merely the change of the address for Consignee provided the new address is located in the same city, town or municipality (incorporated or unincorporated).

All such diversions/reconsignments shall be subject to confirmation from Carrier, verbally or otherwise.

RELEASE OF GOODS TO OTHER THAN CONSIGNEE

847

Goods shall be released at destination only to the Consignee designated by Shipper on the bill of lading.

EXCEPTION: Carrier may release goods to other than the designated Consignee upon receipt of written instructions from Shipper and/or if appropriate under operation of applicable laws.

<p><u>RETURNED, UNDELIVERED SHIPMENTS</u></p> <p>Goods at destination which are refused and/or returned to origin will be subject to the following:</p> <p>(1) Shipper shall pay all original freight, storage and other charges assessed with respect to the goods. Regardless of the reason for refusal, all sums hereunder are deemed payable to Carrier.</p> <p>(2) Any return or further movement will be considered a new shipment and billed as such.</p> <p>(3) On refused shipments containing the following goods, Shipper shall be responsible for disposal of said goods in addition to paying all freight and other charges:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Beer</td> <td style="width: 33%;">Cigarettes</td> <td style="width: 33%;">Hazardous Materials</td> </tr> <tr> <td>Wine</td> <td>Drugs</td> <td>Commodities NOS as governed by federal or state regulations</td> </tr> <tr> <td>Liquor</td> <td>Medicines</td> <td></td> </tr> </table>	Beer	Cigarettes	Hazardous Materials	Wine	Drugs	Commodities NOS as governed by federal or state regulations	Liquor	Medicines		860
Beer	Cigarettes	Hazardous Materials								
Wine	Drugs	Commodities NOS as governed by federal or state regulations								
Liquor	Medicines									
<p><u>SHIPMENTS EXCEEDING CAPACITY OF A CONTAINER (OVERFLOW)</u></p> <p>Shipments tendered to Carrier in excess of the quantity that can be loaded into/onto the container, as determined by Carrier at its sole discretion, may be placed into/onto additional container(s) and billed accordingly.</p>	882									
<p><u>SHIPMENTS TENDERED ON SHIPPER-FURNISHED EQUIPMENT</u></p> <p>Unless otherwise specifically provided, goods tendered to Carrier in containers furnished by Shipper will be accepted subject to completion of Carrier's Interchange Agreement and Equipment Inspection Report. Charges for such goods will be assessed in accordance with the applicable rates and charges named in this tariff. All such containers must be able to be handled when loaded with goods by forklift and otherwise as compatible with Carrier's standard operations.</p> <p>(1) Loaded containers moving northbound under the provisions of this Item shall be entitled to a free empty movement southbound for return to origin. This free empty return will apply provided that:</p> <p style="margin-left: 20px;">(A) Carrier has the right to load such empty container with other goods.        (B) Such empty container is available to Carrier within 90 days after the loaded container arrives.        (D) If such empty container not available to Carrier within the 90 day period, charges shall be assessed as negotiated between Carrier and Shipper.</p> <p>(2). Empty containers moving northbound under the provisions of this Item which are being positioned for a loaded southbound revenue shipment shall be entitled to a free northbound movement provided that:</p> <p style="margin-left: 20px;">(A) Carrier has the right to load such empty container with other goods.        (B) Northbound container is immediately loaded and returned to Carrier for the southbound shipment.</p> <p>Shipper furnished containers must be marked at both front and rear with identification marks not less than 3" in height.</p> <p>If proper identification marks are not on any Shipper furnished container, Carrier shall be entitled to mark such container and an additional charge of \$50.00 per container will be assessed.</p> <p>The provisions of this Item do not apply to wheeled trailers.</p>	884									



SPECIAL SERVICES – MATERIAL AND LABOR CHARGES

891

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

Washington Labor Charges:           \$45.00 per hour or fraction thereof  
 Alaska Labor Charges:                \$67.50 per hour or fraction thereof

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

Plywood:	4' X 8' sheets (3/8" thick or less) .....	\$13.00 each
	4' X 8' sheets (over 3/8", but not over 3/4" thick).....	\$23.00 each
Strapping (metal):	.....	\$0.95 per linear foot
Timbers:	2" X 4" X 10' Long or Shorter .....	\$0.41 per linear foot
	4" X 4" X 10' Long or Shorter .....	\$0.96 per linear foot
	4" X 6" X 10' Long or Shorter .....	\$1.56 per linear foot
	4" X 8" X 10' Long or Shorter .....	\$2.09 per linear foot
	6" X 6" X 10' Long or Shorter .....	\$2.85 per linear foot
	6" X 8" X 10' Long or Shorter .....	\$4.27 per linear foot
	8" X 8" X 10' Long or Shorter .....	\$6.08 per linear foot
	8" X 10" X 10' Long or Shorter .....	\$8.20 per linear foot
	8" X 12" X 10' Long or Shorter .....	\$9.40 per linear foot
	10" X 10" X 10' Long or Shorter.....	\$10.50 per linear foot
	12" X 12" X 10' Long or Shorter.....	\$15.00 per linear foot

STORAGE CHARGES

910

The following provisions shall apply with respect to storage at Carrier's facility(ies) (to include designated agent's facilities).

- (1) Except as provided below, free time for storage will commence with the first midnight following notification of availability of goods to Consignee and shall extend for five (5) days thereafter.

EXCEPTION: On shipments which require heater service, free time will end at the close of the following business day after notification of availability.

- (2) After expiration of free time, goods stored at Carrier's facility(ies) shall be assessed storage charges as follows:

Storage Charges Per Day (except as noted)

Description	Storage Rate		Minimum Charge	
	Carrier Owned	Shipper Owned	Carrier Owned	Shipper Owned
20', 24' and 40' containers	\$25	\$15	\$25	\$15
48' and 53' containers	\$45	\$30	\$45	\$30
goods not loaded into a container or onto a platform	\$.25 per square foot per day	--	\$25	--

- (3) At any time after expiration of free time, Carrier may, at its option, place the goods 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 goods, including the cost of public storage, with the storage charges outlined in paragraph (2) above to terminate the first day following placement of goods into public storage. Carrier retains all lien rights it is entitled to hereunder while goods are stored in a public warehouse.

- (4) When goods are available for delivery (see Note 1) but not released to Consignee because of:

- (A) nonpayment of freight and/or other charges (where credit has not been extended);
- (B) indication of inability to pay freight and/or other charges; and/or
- (C) non-receipt of proper shipping documents; then

storage charges will accrue after the expiration of free time once the goods have been made available (see Note 1) up to but not including the day that freight and/or other charges, including storage charges under this Item, have been paid and/or or proper shipping documents have been received.

(continued)

STORAGE/ON HAND CHARGES (concluded)

910  
concluded

- (5) Storage charges under this Item shall terminate only after one of the following conditions has been met:
- (A) The goods have been dispatched to point of delivery by Carrier or its agent (see Note 1).
  - (B) The goods are placed into storage at the request of Shipper. Customer must inspect goods, sign off delivery receipt and sign a storage contract. (Refer to Item 911).
  - (C) The goods have been placed into public storage (refer to Paragraph (3) of this Item).
  - (D) Carrier is instructed, via facsimile or written instruction, that the goods will be accepted at a specific date/location, the date of actual acceptance to serve as the date of termination of storage charges provided that the goods are accepted as instructed. The provisions of this paragraph are subject to the prior approval of Carrier.
- (6) When goods are accepted for shipment but not shipped and held at Carrier's facility because of:
- (A) non-payment of freight and/or other charges;
  - (B) indication of inability to pay freight and/or other charges;
  - (C) non-receipt of proper shipping documents; and/or
  - (D) request from Shipper; then
- there shall be no free time and storage charges will accrue commencing the first midnight after such occurs. Storage charges will accrue up to but not including the day that freight and/or other charges, including storage charges under this Item, have been paid and/or proper shipping documents received.
- (7) Saturdays, Sundays and Holidays will be excluded in the computation of free time but shall be included in the computation of storage charges.
- (8) Storage charges will be assessed against Shipper unless other arrangements have been approved by Carrier in writing.
- (9) Carrier reserves the right to sell stored goods publicly or privately to compensate it for unpaid freight and/or other charges to the extent and in the manner allowed by applicable federal and state laws.
- (10) Carrier shall not be required to deliver, or make available for delivery, goods at times other than its normal business hours on normal business days.
- NOTE 1: Notification of availability shall mean giving notice to Consignee that the goods are or will be physically available on a specific date and time at a specific place.
- NOTE 2: In the event goods are placed in public or other storage, Carrier's liability for risk of damage or loss to such goods shall terminate upon its release of the goods to such public or other storage.

CONTAINERS, IMPROPERLY LOADED

990

When a Shipper loaded container is tender to Carrier improperly loaded, or should it be discovered that a Shipper loaded container is improperly loaded during transit, Carrier may return the container to Shipper for correction (with such return transit to be deemed a separate engagement hereunder and billed accordingly) and/or reload the container at Shipper's expense. In the event Carrier reloads any such container, extra labor and materials charges may be assessed per Items 340 and 342.

LOSS/DAMAGE CLAIMS, CONDITIONS PRECEDENT

1000

The following are conditions precedent to recovery against Carrier with respect to any loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver or otherwise.

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 on Carrier's copy of the bill of lading and/or delivery receipt or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.
2. In the event of loss or damage which would not be ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fifteen (15) days of delivery, after which time with no such notice having being given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when received.
3. In the event of goods which are delayed, lost or otherwise not delivered, Carrier must be given written notice of the delay, loss or failure to deliver within fifteen (15) days 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 received.
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 particulars thereof, must be filed with Carrier within nine (9) months of delivery, date by which the goods should have been delivered, or date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
6. Any suit against Carrier must be filed within two (2) years following date of delivery of the goods, date which the goods should have been delivered, or date from 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 have been paid in full.

Offers of compromise from Carrier and communications from Carrier's insurer shall not constitute a disallowance of a claim or any part thereof.

LOSS/DAMAGE CLAIMS, FILING OF

1003

A claim for loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver or otherwise, shall not be paid by Carrier unless filed with Carrier within the time limits applicable thereto and otherwise as may be required by law, the terms and conditions of the bill of lading or transportation agreement and all tariff provisions applicable thereto as follows:

1. A written and/or electronic communication from the claimant must be filed with Carrier within the appropriate time limit.
2. Such communication must assert that Carrier is liable for the alleged loss, damage, etc.
3. Such communication must make claim for a specific or determinable amount of money.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, inspection reports, bills of lading or other documents issued by Carrier or their inspection agencies, standing alone, shall not be sufficient communication for purposes of this Item, whether or not such indicates the extent of loss, damage, etc. and/or a dollar figure for such loss, damage, etc.

Whenever a loss, damage, etc. claim is presented against a proper Carrier for an uncertain amount, such as "\$100 more or less," the Carrier against whom such claim is filed shall determine the condition of the goods involved at the time of delivery, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss, damage, etc. for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a claim for a specified or determinable amount of money shall have been filed in accordance herewith.

If investigation of a claim develops that one or more other Carriers has been presented with a similar claim on the same shipment, the Carrier investigating such claim shall communicate with each such other Carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant of his/her title to the property involved or his/her right with respect to such claim.

LOSS/DAMAGE CLAIMS, ACKNOWLEDGEMENT OF

1005

Carrier shall, upon receipt of a loss, damage, etc. claim in the manner and form described herein, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt, unless the Carrier shall have paid or declined such claim in writing or electronically within 30 days of the receipt thereof. The Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the acknowledgment of receipt. At the time such claim is received, Carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Carrier's acknowledgment of receipt to the claimant. Carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless Carrier has otherwise established an orderly and consistent internal procedure for assuring:

- (1) that all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim;
- (2) that all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
- (3) that such procedures prevent the duplicate or otherwise unlawful payment of claims.

LOSS/DAMAGE CLAIMS, INVESTIGATION OF

1007

**Prompt Investigation:** Each loss, damage, etc. claim filed with Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to Carrier's receipt thereof.

**Supporting Documentation:** When a necessary part of an investigation and/or when requested by Carrier, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice, or an exact copy thereof or any extract made therefrom, certified by the claimant to be true and correct with respect to the goods and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions, of any nature whatsoever and the terms thereof, or depreciation reflected thereon, provided, however, that where goods involved in a claim has not been invoiced to Consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has been sold, or where the property has been transferred at bookkeeping values only, Carrier shall, before voluntarily paying a claim, require the claimant to establish the destination value in the quantity, shipped, transported, or involved, provided, further, that when supporting documents are determined to be a necessary part of an investigation, the supporting documents are retained by Carriers for possible inspection by applicable federal agencies.

**Verification of loss:** When an asserted claim for loss of an entire shipment cannot be otherwise authenticated upon investigation, Carrier shall obtain from Consignee a certified statement in writing that the goods for which the claim is filed has not been received from any other source.

LOSS/DAMAGE CLAIMS, DISPOSITION OF

1009

Subject to the further provisions of this tariff, Carrier, upon receipt of a loss, damage, etc. claim as required herein, shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by the Carrier, provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such in its claim file.

LOSS/DAMAGE CLAIMS, PROCESSING OF SALVAGE

1011

Whenever goods are alleged to have suffered loss, damage, etc. and as a consequence thereof not delivered or rejected or refused upon tender thereof to the owner, Consignee, or person entitled to receive such, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such goods directly or by salvage agent. Carrier shall only dispose of the goods in a manner that will fairly and equally protect the best interests of all persons having an interest therein and shall make an itemized record sufficient to identify the goods involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage goods shall be made directly to an agent or employee of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner prescribed in this section, Carrier shall record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the persons lawfully entitled thereto.

OVERCHARGE CLAIMS, CONDITIONS PRECEDENT

1100

The following are conditions precedent to recovery against Carrier with respect to any overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise:

1. Shipper must contest the original bill or subsequent bill in a writing to Carrier within 180 days of Shipper's receipt thereof in order to have the right to contest such charges.
2. Suit against Carrier must be filed within 18 months after the date upon which payment was due, or within 3 years after said date in the event the claimant has filed its claim with the Surface Transportation Board.
3. The time limitations set forth in paragraph 2, above, shall be extended 6 months if Carrier rejects the claim and 9 months if Carrier has separately sued with respect to the same transportation service.

OVERCHARGE CLAIMS, FILING OF

1103

An overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise, shall not be paid unless filed in writing or electronically communicated (when agreed to by the Carrier and Shipper or receiver involved) with the Carrier that collected the freight and other transportation charges. The collecting Carrier shall be the Carrier to process all such claims. When a claim is filed with another Carrier that participated in the transportation, that Carrier shall transmit the claim to the collecting Carrier within 15 days after receipt of the claim. If the collecting Carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating Carrier for final disposition.

A single claim may include more than one shipment provided the claim on each shipment involves:

- (1) the same tariff issue or authority or circumstances;
- (2) single line service by the same Carrier; or
- (3) service by the same interline Carriers.



OVERCHARGE CLAIMS, DOCUMENTATION OF

1104

(a) Overcharge claims shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within the time limitations set forth herein. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

(b) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:

- (1) the rate, classification, or commodity description or weight claimed to have been applicable;
- (2) complete tariff authority for the rate, classification, or commodity description claimed;
- (3) freight bill payment information; and
- (4) other documents or data which are believed by claimant to substantiate the basis for its claim.

(c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.

(d) Regardless of the provisions of paragraphs (a), (b), and (c) above, the failure to provide sufficient information and documentation to allow a Carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the Carrier shall comply with Item 1105 to obtain the additional information required.

(e) Carrier shall accept copies instead of the original documents required to be submitted in this Item where Carrier is furnished with an agreement entered into by the claimant which indemnifies Carrier for subsequent duplicate claims which might be filed and supported by the original documents.

OVERCHARGE CLAIMS, INVESTIGATION OF

1105

- (a) Upon receipt of an overcharge claim, whether written or otherwise, the processing Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 1106.
- (b) If Carrier discovers an overcharge, duplicate payment, or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Item 1109.
- (c) In the event Carrier processing the claim requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written or electronically transmitted claim must be filed before the Carrier becomes subject to the time limits for settling such a claim under Item 1108.

OVERCHARGE CLAIMS, RECORD OF

1106

At the time a claim is received, Carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written or electronic acknowledgment of receipt required under Item 1107. If pertinent to the disposition of the claim, Carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

OVERCHARGE CLAIMS, ACKNOWLEDGEMENT OF

1107

Upon receipt of a written or electronically transmitted claim, Carrier shall acknowledge its receipt in writing or electronically to the claimant within 30 days after the date of receipt except when Carrier shall have paid or declined in writing or electronically within that period. Carrier shall include the date of receipt in its written or electronic claim which shall be placed in the file for that claim.

OVERCHARGE CLAIMS, DISPOSITION OF

1108

The processing Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt by that Carrier, except where the claimant and said Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If said Carrier declines to pay a claim or makes settlement in an amount different from that sought, it shall notify the claimant in writing or electronically of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

UNIDENTIFIED PAYMENTS

1109

Carrier shall have an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which properly to apply such a payment, it shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, it may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.

Notice under this Item shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; the payor's name; and any additional basic information Carrier is able to provide.

The final notice also must inform payor that: (i) applicable regulations allow Carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.

Upon Carrier's receipt of information from the payor, Carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Carrier's determination that such payment was applicable to particular freight charges lawfully due. Where no refund is made by Carrier, Carrier shall advise the payor of its right to file a formal claim for refund in accordance with the regular claims procedures set forth in this tariff.

When a Carrier participating in a transportation movement discovers that an overpayment has been made, that Carrier shall immediately notify the collecting Carrier, who shall create a file and record in the file the date it discovered or was notified of the overpayment. The collecting Carrier shall refund any overpayment amounts within 30 days from the date of such discovery or notification.

FREIGHT RATES

2000

Rates are applicable to goods loaded in a standard 40'x8'x8' container weighing less than 50,000 pounds, freight all kinds. Rates are in United States dollars.

**NORTHBOUND**

SEATTLE, WASHINGTON TO BETHEL, ALASKA

\$400 / ton

**SOUTHBOUND**

BETHEL, ALASKA TO SEATTLE, WASHINGTON

\$320 / ton

BERING MARINE CORPORATION  
6441 South Airpark Place • Anchorage, Alaska 99502  
Telephone: (907) 248.7646 • Facsimile: (907) 245.1744

END