

# **TARIFF STB ALWE 300**

**NAMING  
GENERAL RULES, TERMS, CONDITIONS  
AND COMMODITY FREIGHT RATES**

**FOR  
MOTOR/WATER TRANSPORTATION  
AND RELATED SERVICES**

**BETWEEN  
NAMED POINTS/PLACES  
IN ALASKA AND WASHINGTON**

**ISSUED BY:**

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**TARIFF SUPPLEMENTS:**

(none)

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## DEFINITIONS

ALWE	ALWE refers to Alaska West Express, Inc.
Carrier	Carrier refers to Alaska West Express, Inc., 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

## 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> <p>(1) Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180.</p> <p>(2) Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 49, Part 262.</p>	100									
<p><u>DEFINITIONS – HOLIDAYS</u></p> <p>Where reference is made in this tariff to "Holidays," the following are referred to (see Note 1):</p> <table><tr><td>Christmas Day</td><td>Labor Day</td><td>Presidents Day</td></tr><tr><td>Day after Christmas Day</td><td>Memorial Day</td><td>Thanksgiving Day</td></tr><tr><td>Independence Day</td><td>New Year's Day</td><td>Day after Thanksgiving Day</td></tr></table> <p>NOTE 1: When the Holiday falls on a Saturday, the preceding workday will be designated as the Holiday. When the holiday falls on a Sunday, the following workday will be designated as the Holiday.</p>	Christmas Day	Labor Day	Presidents Day	Day after Christmas Day	Memorial Day	Thanksgiving Day	Independence Day	New Year's Day	Day after Thanksgiving Day	110
Christmas Day	Labor Day	Presidents Day								
Day after Christmas Day	Memorial Day	Thanksgiving Day								
Independence Day	New Year's Day	Day after Thanksgiving Day								



APPLICATION OF RATES – GENERAL

160

- (1) Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled routes.
- (2) Carrier reserves the right to utilize other routes and/or other Carrier's participating herein.
- (3) Except as otherwise provided, rates apply via a combination of motor-water-motor routes.
- (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 the call.
- (5) Freight charged on lineal or square foot basis will have its measurements rounded up to the next whole foot. Fractions of feet will not be used when calculating freight and/or charges hereunder.
- (6) Goods loaded to containers under Shipper load and count will move at containerload (CL) rates only.
- (7) Unless otherwise specifically agreed, less than containerload (LTC) quantities will not be accepted.

APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES

190

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 of freight charges, which is not binding upon either party.

APPLICATION OF RATES – PER CONTAINER

210

Unless otherwise specified, all rates are based on container length as indicated in Item 2000.

ADVANCING CHARGES

300

No charges will be advanced to Shipper, or its warehousemen or agents, except those incidental to the transportation of the goods which are incurred but not otherwise known or contemplated by Carrier and then only at the discretion of Carrier. The costs of the goods being shipped, or any part thereof, as set forth herein, will not be advanced. Any amount to be advanced by Carrier must be presented to Carrier at the time of initial delivery of the goods to Carrier and separately agreed to by Carrier. Carrier will not issue a corrected freight bill based solely upon a change in instructions or other request regarding the advancing of any such amounts.

POINTS/PLACES IN ALASKA TO/FROM WHICH RATES APPLY, WITH APPLICABLE RATE BASIS

<u>POINT/PLACE IN ALASKA</u>	<u>RATE BASIS</u>	<u>POINT IN ALASKA</u>	<u>RATE BASIS</u>
Anchorage	(A)	Kenai	(A)
Anchor Point	(A)	Kuparuk	(F)
Big Delta	(F)	Milne Point	(F)
Big Lake	(A)	Moose Pass	(A)
Birchwood	(A)	Nenana	(A)
Cantwell	(A)	Nikiski (Nikishka/Nikishi)	(A)
Chugiak	(A)	Ninilchik	(A)
Clam Gulch	(A)	North Pole	(F)
Clear	(A)	Palmer	(A)
Clear A.F.B.	(A)	Portage	(A)
College	(F)	Prudhoe Bay	(F)
Cooper Landing	(A)	Pump Station 1	(F)
Cooper Center	(A)	Seward	(A)
Cordova	***	Soldotna	(A)
Deadhorse	(F)	Sterling	(A)
Delta Junction	(F)	Sutton	(A)
Denali Park	(A)	Tok	(F)
Dutch Harbor	***	Valdez	(A)
Eagle River	(A)	Wasilla	(A)
Eielson A.F.B.	(F)		
Eklutna	(A)		
Elmendorf A.F.B.	(A)		
Fairbanks	(A)		
Fairbanks Int'l Airport	(F)		
Fort Greeley	(F)		
Fort Richardson	(A)		
Fort Wainwright	(F)		
Gakona	***		
Girdwood	(A)		
Glennallen	(A)		
Gulkana	***		
Healy	(F)		
Homer	(A)		
Homer Spit	(A)		
Houston	(A)		

(A) Anchorage

(F) Fairbanks

PLACEMENT CHARGES – OTHER THAN ALASKA

340

Unless otherwise agreed, rates do not include pickup/delivery/placement in Alaska other than at those points/places in Alaska named above.

When pickup/delivery/placement in Washington is requested, Shipper shall be charged \$65 per hour subject to a two hour minimum charge.

Pickup/delivery/placement at points/places other than in Washington or Alaska shall be subject to individually negotiated rates.

PLACEMENT CHARGES - ALASKA

342

Except as otherwise specified, freight will be calculated by adding the following pickup/delivery/placement charge onto the applicable rate to/from the basing point. Charges are in dollars and cents per container.

POINT/PLACE	BASING POINT	CHARGE
Anchorage (2)	Anchorage	208.00
Anchor Point (3)	Anchorage	1,304.00
Big Delta (3)	Fairbanks	558.00
Big Lake (3)	Anchorage	531.00
Birchwood	Anchorage	348.00
Cantwell	Anchorage	1,095.00
Chugiak	Anchorage	348.00
Clam Gulch (3)	Anchorage	1,177.00
Clear (3)	Anchorage	939.00
Clear A.F.B. (3)	Anchorage	939.00
College	Fairbanks	200.00
Cooper Landing	Anchorage	895.00
Copper Center (3)	Anchorage	1,241.00
Deadhorse	Fairbanks	3,445.00
Delta Junction (3)	Fairbanks	558.00
Denali Park (3)	Anchorage	1,300.00
Eagle River	Anchorage	290.00
Eielson A.F.B. (1)	Fairbanks	300.00
Eklutna	Anchorage	357.00
Elmendorf A.F.B. (1)	Anchorage	235.00
Fairbanks (2)	Anchorage	939.00
Fairbanks Int'l Airport (1)	Fairbanks	200.00
Fort Greeley (3)	Fairbanks	558.00
Fort Richardsen (1)	Anchorage	235.00
Fort Wainwright (1)	Fairbanks	300.00
Girdwood (3)	Anchorage	375.00
Glenallen (3)	Anchorage	1,209.00
Healy (3)	Fairbanks	600.00
Homer (3)	Anchorage	1,304.00
Homer Spit (3)	Anchorage	1,304.00
Houston (3)	Anchorage	479.00

(continued)

PLACEMENT CHARGES - ALASKA, (concluded)

342  
concluded

POINT/PLACE	BASING POINT	CHARGE
Kenai	Anchorage	1,075.00
Kuparuk	Fairbanks	3,677.00
Milne Point	Fairbanks	3,677.00
Moose Pass (3)	Anchorage	895.00
Nenana	Anchorage	1,110.00
Nikiski (Nikishka/Nikishki)	Anchorage	1,075.00
Ninilchik	Anchorage	1,263.00
North Pole	Fairbanks	225.00
Palmer	Anchorage	391.00
Portage (3)	***	***
Prudhoe Bay	Fairbanks	3,445.00
Pump Station 1	Fairbanks	3,445.00
Seward	Anchorage	950.00
Soldotna	Anchorage	1,075.00
Sterling	Anchorage	950.00
Sutton	Anchorage	479.00
Tok (3)	Anchorage	1,558.00
Valdez (3)	Anchorage	1,538.00
Wasilla	Anchorage	391.00
Willow	Anchorage	623.00

- (1) When a shipment, in part or in full, is refused by Consignee at one of the above named military installations, the refused goods will be retained by Carrier awaiting disposition. If Carrier performs redelivery of goods, an additional charge of \$182.00 per redelivery shall be assessed.
- (2) Charge applies only for items that do not include Anchorage or Fairbanks.
- (3) Charge applies only when driver standby is provided, subject to Item 500. Charge is not applicable when container is provided placement (spot).

NOTE 1: For charges on overdimension containers, see Item 343.

NOTE 2: Points/places in Alaska not listed in this Item are subject to an rate of \$187.00 per hour or fraction thereof, subject to a 2 hour minimum charge.

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% (based on the applicable pickup/delivery/placement charge listed in Items 340 and 342), to cover cost of handling heavy pieces. Applicable northbound and southbound.

(2) Overlength:

Rates named herein apply to loads in standard 40' containers. Containers exceeding 40' in overall length shall take the following surcharge in addition to all other charges:

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

(3) Overwidth:

Rates named herein apply to goods in standard 40'x8'x8' containers. Containers (to include accompanying bracing, dunnage or securing equipment) exceeding 8' 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	
8'	12'	20%
12'	14'	40%
14'	16'	60%
16'	--	100%

In order to calculate the foregoing overdimension charges, first determine the base pickup/delivery/placement charge under Items 340 and 342; each overdimension charge per this Item 343 will be calculated separately with such pickup/delivery/placement charge as a base

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

FUEL SURCHARGE

345

Unless otherwise provided, all shipments are subject to a fuel surcharge of thirty two and one half percent (32 1/2%).

NOTE 1: For rates in cents, fractions of less than 1/2 cent will be dropped and fractions of 1/2 cent or more will be rounded to the next whole cent. For rates in dollars, fractions of dollars will be rounded as follows: less than .50 will be dropped and .50 or more will be rounded to the next full dollar.

NOTE 2: Where the rate or charge is published in dollars and cents, apply the equivalent in cents.

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.

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

BILLS OF LADING, OTHER THAN CARRIER'S

364

When Carrier signs for receipt on any bill of lading other than upon Carrier's bill of lading form, Carrier shall only be acknowledging receipt of the shipment and shall not be accepting the terms or conditions of said bill of lading. When a shipment is received on a bill of lading 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.

BILL OF LADING

365

The front page and full terms and conditions of Carrier's bill of lading, set forth below, shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed between Shipper and Carrier in writing, and the individual terms and conditions of Carrier's bill of lading are fully incorporated into this tariff as if separately set forth herein.





BILL OF LADING (Continued)

365  
continued

(1) DEFINITIONS:

- 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](http://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 personal property with respect to which Carrier has been requested to or does perform services, including all packing and packaging of the goods as well as all other items or materials associated with the goods, including without limitation, crates, cradles, pallets, tanks, platforms and containers. The term "goods" shall be synonymous with the "cargo", "cargoes", "pieces", "packages", "commodities" and "personal property" of Shipper.
- 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 have 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).

(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 advanced 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 agreed 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 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 a security interest in and lien upon all goods of Shipper in Carrier's constructive or actual possession, 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 or 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 in writing 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 property 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.

(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 were 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, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value. Shipper shall not tender for transportation any live animals without prior notice and Carrier's express consent.

BILL OF LADING (Continued)

365  
continued

- (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 events beyond its direct and reasonable ability to control. In the event of 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 the 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 necessities 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 in-transit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.
- (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 and 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](http://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 U.S., the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable at 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. For purposes of COGSA, the single largest Shipper provided, stuffed, packed, loaded, etc. unit, such as a single container, flatrack, platform, trailer or pallet, whichever is largest, or an entire machine or piece of equipment, shall be the "package", rather than any individual contents, boxes or pieces thereof, or in or on such unit. In addition, Shipper hereby authorizes transportation on deck and/or by unmanned barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall be applicable. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://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 or 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; and/or any other cause or event arising without the actual fault and privity of Carrier.

**BILL OF LADING (Continued)**

365  
continued

- 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 (or customary freight unit if not in packages) under COGSA.
ALASKA MARINE TRUCKING, LLC	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
ALASKA WEST EXPRESS, INC.	: \$.10 (ten cents) per pound.
BERING MARINE CORPORATION	: \$500 per package (or customary freight unit if not in packages) under COGSA.
BROWN LINC, LLC	: \$.50 (fifty cents) per pound.
LTI, INC.	: \$.10 (ten cents) per pound.
LYNDEN AIR CARGO, LLC	: \$.50 (fifty cents) per pound.
LYNDEN AIR CARGO (PNG) LTD	: \$.50 (fifty cents) per pound.
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.

- d. Delivery in Good Condition: Delivery of the goods without written notification of damage on the bill of lading, waybill 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.

BILL OF LADING (Concluded)

365  
Concluded

6. Suit against Carrier must be filed within two (2) years, 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.
- (15) EXTENSION OF BENEFITS: All limitations upon, and exceptions and defenses to, liability 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 their 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 document from Shipper. These terms and conditions shall not be modified except through a writing signed by an 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](http://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.

CHANGES TO TARIFF

380

Changes to this tariff 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. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a new revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.

EXAMPLE: "1st Revised Page 5" cancels "Original Page 5"  
"2nd Revised Page 5" cancels "1st Revised Page 5" as well as "Original Page 5"

C.O.D. SHIPMENTS

430

Collect on delivery (C.O.D.) shipments will not be accepted.

LIEN

472

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.

CUSTOMS OR IN BOND SHIPMENTS

480

- (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.
- (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.

In addition to all other lawful charges, shipment(s) awaiting United States Customs clearance will be assessed storage charges as stated in Item 910.

**DELAY CHARGES**

500

(1) **FREE TIME:**

Unless otherwise provided, containerload (CL) rates include the following free time during which the driver will standby at no additional cost for loading/unloading of goods by Shipper or Consignee:

Locations in Alaska            1 hour  
 Locations in Washington    30 minutes

(2) **DELAY CHARGES:**

Delays beyond the allowed free time shown above, through no fault of Carrier, shall be assessed delay charges as set forth below.

POINTS/PLACES IN ALASKA		POINTS/PLACES IN WASHINGTON	
charge	minimum	charge	minimum
\$120.00/hour	\$60.00	\$90.00/hour	\$45.00

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

1 to 22        Minutes..... ¼ hour  
 23 to 44     Minutes..... ½ hour  
 45 to 74     Minutes..... 1 hour  
 75 to 104    Minutes..... 1½ hours  
 105 to 120   Minutes..... 2 hours

**DETENTION CHARGES**

501

(1) **FREE TIME:**

Unless otherwise provided, placed and/or removed containers (per Item 848) will be allowed 48 hours free time (excluding Saturdays, Sundays and Holidays) commencing the first 7:00 a.m. after tender thereof to Shipper or Consignee for loading/unloading of goods.

(2) **DETENTION CHARGES:**

Containers not released to Carrier upon or before expiration of free time shown above, through no fault of Carrier, shall be assessed detention charges as set forth below commencing upon expiration of free time and continuing until the container is released to Carrier via telephone or other notice (including Saturdays, Sundays and Holidays).

	20'	40-45'	48'	53'
flatbeds, step decks, chassis	\$21	\$40	\$40	\$89
tanks or IMOs	\$89	\$125	--	--

EFFECTIVE DATES

510

Shipments are governed by the rates and rules in effect on the date(s) the shipment(s) are tendered to Carrier. Each part lot of a multiple part shipment will be assessed the rates and charges in effect on the date of tender of the individual part lot (see Exception).

The term "tender" or "date of tender" is the date upon which the shipment is physically received by Carrier.

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.

EQUIPMENT SPECIFICATIONS

520

Specifications on any container (including all equipment, conveyances, etc. within that term) to be provided by Carrier with respect services hereunder shall be provided upon request from Shipper.

NOTE 1: Maximizing payload weight does not guarantee compliance with state, municipal or federal road weight limits. All loads must not exceed legal road limits when moving on public roads. Costs due to over loading are to the account of the goods.

NOTE 2: Payload refers to the maximum weight the container is designed to carry, and is provided for information purposes only.

NOTE 3: Acceptance of payload is subject to Carrier having suitable equipment (see Item 568).

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 regulated 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.



HAZARDOUS MATERIALS, DISPOSAL OF

542

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.

HAZARDOUS WASTE, TRANSPORTATION OF

545

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.

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.

HOUSEHOLD GOODS, TRANSPORTATION OF

560

"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.

FALSE DESCRIPTION

561

When goods are transported under false descriptions/particulars, Carrier will collect charges according to the proper descriptions/particulars thereof.

CONTAINER LOADING

562

- (1) Goods loaded in containers must be packaged and secured in such a manner to ensure that goods do not shift during normal handling procedures.
- (2) Goods loaded in containers must be packaged and secured for safe handling, stowage and transportation by land and/or water.
- (3) Containers returned to Carrier with dunnage or other debris or waste not removed will be subject to cleaning and handling charges billable to the party responsible for freight charges.
- (4) For containers in the nature of a platform, chassis or otherwise exposed to the elements, see Item 563.

PLATFORM/CHASSIS LOADING

563

Goods that are Shipper loaded on a container in the nature of a platform, chassis or otherwise exposed to the elements must be properly packaged, protected and secured for safe handling, stowage and transportation by land and/or 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 (see Note 2):

- (1) Banding Only – A charge per platform will be assessed for banding goods to the platform.  
  
20'/24' platform - \$179.00  
40' platform - \$278.00  
53' platform - \$368.00
- (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'/24' platform - \$146.00  
40' platform - \$225.00  
53' platform - \$297.00
- (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'/24' platform - \$325.00  
40' platform - \$503.00  
53' platform - \$665.00
- (4) Resecuring – If goods required resecuring for safe stowage, the following provisions apply:

NOTE 1: If Carrier determines that Shipper properly secured platform at origin and, through no fault of Carrier, goods must be resecured, Carrier will resecure the goods and the charges listed above will be assessed.

NOTE 2: Securing will include labor and materials, such as strapping, to secure goods to the platform, but will not include any materials for dunnage, blocking or bracing. If such materials are required, apply charges as per Item 891.

IMPRACTICAL OPERATION – PICKUP OR DELIVERY

570

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

- (1) The condition of roads, streets, driveways, alleys, or approaches thereto;
- (2) Inadequate loading or unloading facilities; and/or
- (3) Riots, acts of God, the public enemy, terrorism, the authority of law, the existence of violence, or such possible disturbances as tend to create reasonable apprehension of danger to persons or property, and/or other events beyond the control of Carrier which make it impractical or uneconomical for Carrier to provide such service.

INSURANCE

574

Rates named herein do not include any first party or Shipper's interest cargo insurance provided by Carrier for the benefit of Shipper.

MINIMUM CHARGE

611

- (1) The minimum charge for any container moving under provisions of this tariff will be that arrived by multiplying the applicable container minimum weight times the corresponding rate.
- (2) When any shipment is tendered to Carrier to be transferred between containers, and the shipment would use 80% or more of the usable floor or loading space of a smaller container but, at Carrier's convenience, is loaded to a larger container, the shipment will be rated at the CL rate applicable to the smaller container.

ORDER BILLS OF LADING

660

Shipments moving on any order or negotiable bill of lading will not be accepted.

PAYMENT OF FREIGHT – CREDIT TERMS

720

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.

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.

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.

**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.

PERMITS, SHIPMENTS REQUIRING PERMITS OR PILOT CARS

740

The rates named cover only the transportation of goods in accordance with the applicable state, borough, city or other municipality authorized legal load, weight and size limits. On shipments which, due to their size, shape, weight or nature exceed such limits and/or require special permits, additional fees and/or pilot cars, charges to cover the costs thereof will be as follows:

(1) Permits:

- (a) Oversize Permits .....\$35.00
- (b) Overweight Permits.....\$35.00
- (c) Combination Oversize and Overweight Permits .....\$80.00
- (d) Charge to Obtain Permit (Not applicable in Alaska) .....\$30.00

Note: These permit rates above are generic in nature, and are the minimum to be charged in the event a permit is necessary to move the shipment. All permit charges actually billed to Carrier by the state of Alaska will be billed to the Shipper at the face value of the permits acquired to move the shipment.

(2) Pilot Cars:

On shipments which, due to their size, shape, weight or nature, required 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 Shipper.

When Carrier provides pilot car service, charges shall be by negotiation between Carrier and Shipper.

PLACEMENT AND RESPOT SERVICES

750

(1) Definition of Terms:

- (A) Placement service means the service of spotting of Carrier's container at one point for loading and/or another for unloading other than at Carrier's facility. Additionally, placement includes return of a loaded or an empty container Carrier's facility.
- (B) Respot service means the spotting or placement of a container for loading or unloading after the original placement (as described above) has been performed, and includes the movement of containers within the premises of a consignor's or Consignee's facility.

(2) Application of Rates:

- (A) Placement service outside of the state of Alaska: except as otherwise provided in individual rate items, rates do not include placement service outside of the state of Alaska for loading by consignor or unloading by Consignee. To find charges for placement services outside of the state of Alaska, see Item 340.

Placement services inside of the state of Alaska: except as otherwise provided in individual rate items, container rates include placement service within the limits of Alaskan cities of Anchorage and Fairbanks for loading by consignor or unloading by Consignee. To find charges for placement service to Alaskan cities and towns other than those named above, see Item 342.

- (B) Respot service: when requested, Carrier will provide respot services for the following per container charge:

Alaska               \$182.00 per respot (1)  
Washington       charges listed in Item 340

(1) Respot charge applies only when placement is provided in the same city or town.

PRIOR RESERVATION OF SPACE (BOOKING)

775

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.

All goods, however, will move with reasonable dispatch once made available to Carrier.

RECONSIGNMENT OR DIVERSION

820

A request for reconsignment or diversion to change 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 or collection status):

- (1) Requests for reconsignment or diversion 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 or diversion requests, but will not be responsible if despite such efforts reconsignment or diversion is not effected.
- (4) An additional charge of \$42 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 the shipment has been stowed by Carrier and is not accessible with less than 15 minutes of labor, the charges for the diversion or reconsignment will be as outlined in Item 891.
- (6) If the shipment has been moved to the originally requested destination, it may be reshipped to another destination at rates negotiated between Carrier and the party responsible for the freight charges.
- (7) No charge for diversion or reconsignment will be made when such diversion or reconsignment involves merely the change of the address for Consignee, provided the new address, for that same Consignee, is located in the same city, town, municipality, (incorporated or unincorporated).
- (8) Reconsignment or diversion may not be requested after placement or delivery has been attempted at the destination. Once placement or delivery has been attempted, goods must be reshipped for purposes of reconsignment or diversion.

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 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 authorization establishing proof that such other is a designated agent for said Consignee for such purpose or if otherwise appropriate and allowable by operation of applicable law.

RETURNED, UNDELIVERED SHIPMENTS

860

Goods at destination which are refused and/or returned to origin at Carrier's facility will be subject to the following:

- (1) Shipper shall pay all original freight and storage charges assessed against the goods, even if Consignee refused the goods. Regardless of the reason for refusal, all charges are payable to Carrier.
- (2) The return movement will be considered a new shipment and billed as such.
- (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:  
Beer                      Cigarettes                      Hazardous Materials  
Wine                      Drugs                      Commodities NOS as governed by federal or state regulations  
Liquor                      Medicines

SHIPMENTS EXCEEDING CAPACITY OF A CONTAINER (OVERFLOW)

882

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.

SHIPMENTS TENDERED ON SHIPPER-FURNISHED EQUIPMENT

884

Unless otherwise provided, goods tendered in containers furnished by Shipper will be accepted subject to completion of Carrier's Standard Interchange Agreement and Equipment Inspection Report (E.I.R.). 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.

- (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:
  - (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.
  - (C) If such empty container not available to Carrier within the 90 day period, charges shall be assessed as negotiated between Carrier and Shipper.
- (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:
  - (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.

Shipper furnished containers must be marked at both front and rear with identification marks not less than 3" in height.

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.

The provisions of this Item do not apply to wheeled trailers.

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:           \$47.00 per hour or fraction thereof  
 Alaska Labor Charges:               \$67.00 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 at the following rates:

Plywood:	4' X 8' sheets (3/8" thick or less).....	\$19.24 each
	4' X 8' sheets (over 3/8", but not over 3/4" thick).....	\$34.04 each
Strapping (metal):	.....	\$1.41 per linear foot
Timbers:	2" X 4" X 10' Long or Shorter.....	\$0.61 per linear foot
	4" X 4" X 10' Long or Shorter .....	\$1.42 per linear foot
	4" X 6" X 10' Long or Shorter.....	\$2.31 per linear foot
	4" X 8" X 10' Long or Shorter.....	\$3.09 per linear foot
	6" X 6" X 10' Long or Shorter.....	\$4.22 per linear foot
	6" X 8" X 10' Long or Shorter.....	\$6.32 per linear foot
	8" X 8" X 10' Long or Shorter.....	\$9.00 per linear foot
	8" X 10" X 10' Long or Shorter.....	\$12.14 per linear foot
	8" X 12" X 10' Long or Shorter.....	\$13.92 per linear foot
	10" X 10" X 10' Long or Shorter.....	\$15.54 per linear foot
	12" X 12" X 10' Long or Shorter.....	\$22.20 per linear foot



**STORAGE CHARGES**

910

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

- (1) Except as provided below, free time for storage will commence with the first midnight following Carrier's 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) Goods stored at Carrier's facility(ies) (to include designated agent's facilities), after expiration of free time, 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.

**TRANSFER OF LADING**

959

Carrier shall have control of all containers it provides and the unrestricted right to select such container(s) for the transportation of a shipment and/or transfer the shipment to/from such container(s).

- (1) Containerload (CL) rates named in this tariff do not include transfer of goods from or to containers.
- (2) Should Carrier transfer any goods from or to containers, the following charges will apply:

Goods	Charge in cents per 100 pounds
Freight, NOS, palletized or unitized for loading or unloading with mechanical equipment, weight not to exceed 5,000 lbs	62
Live Plants	104
Insulation	282
Appliances, Household	104
Furniture, SU, as described under heading "Furniture Group" in the NMFC	355
Furniture, KD, as described under heading "Furniture Group" in the NMFC	355
Refrigerated Cargo	104
Crab Pots, SU, Nested or KD (Rate is per Cubic Foot)	16

Charges are subject to a minimum per container as follows:

<u>Size</u>	<u>Container</u>	<u>Platform</u>
20'	\$114.00	\$200.00
24'	\$137.00	\$237.00
40'	\$208.00	\$388.00
53'	\$331.00	\$453.00

NOTE 1: Carrier will load goods in a manner which will utilize container weight and space capacity to the greatest extent possible, but will not be responsible for inability to meet any 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.

**WATER, TRANSPORTATION BY – CLAUSE PARAMOUNT**

970

If any portion of the transportation of the goods is by water, such portion shall be subject to the Carriage of Goods By Sea Act (46 U.S.C. §1300 et seq.) and the liability of Carrier for loss or damage to the goods shall be limited as follows: neither Carrier nor the vessel shall in any event be or become liable for any loss or damage to or in connection with the transportation of the goods in an amount exceeding \$500 per package (with any Shipper provided and/or stuffed container or trailer to be considered the relevant package) lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared in writing by Shipper to Carrier before shipment and inserted on the front of this bill of lading, and Shipper has paid increased freight charges resulting from such declaration.

WATER, TRANSPORTATION BY – ON/UNDER DECK TRANSPORTATION AUTHORIZED

971

Shipper understands and agrees that the goods may be transported on the open deck of a barge or other vessel, unless Carrier and Shipper agree otherwise in a writing signed by Carrier.

WATER, TRANSPORTATION BY – GENERAL AVERAGE/NEW JASON CLAUSE

972

In the event of transportation by water, standard New Jason/General Average provisions, the full text of which is set forth below, shall be deemed fully incorporated herein:

General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at such port or 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 combination 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 vessel if by disconnecting from such other vessel 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 expressly 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 discharge/release of 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 a 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, Shipper and goods shall contribute with Carrier and the vessels 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 salvaging ship is owned/operated by Carrier, salvage shall be paid for as fully and in the same manner as if such ship belonged to strangers.

WATER, TRANSPORTATION BY – BOTH TO BLAME CLAUSE

973

In the event of transportation by water, standard Both To Blame provisions, the full text of which is set forth below, shall be deemed fully incorporated herein:

In the event of 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 vessels, 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.

WATER, TRANSPORTATION BY - SUBJECT TO RULES OF COAST GUARD

975

The transportation of goods by vessel shall be subject to all rules and regulations prescribed by the U.S. Coast Guard.

VALUATION, DECLARATION OF HIGHER (AD VALOREM)

982

- (1) Statement of valuation when required must be written on the face of the shipping order and/or bill of lading and must be signed by the shipper at time of delivery to the Carrier.
- (2) Shipments with a value exceeding \$100,000.00 as declared in writing on the bill of lading will be subject to an additional charge of \$0.50 per \$100.00 of declared value that is in excess of \$100,000.00.

CONTAINERS, IMPROPERLY LOADED

990

When a Shipper loaded container is improperly loaded, Carrier may return the container to Shipper for correction. When this occurs, Shipper will be assessed applicable charges as outlined in Items 340 and 342.

NOTE 1: Should Carrier adjust and/or transfer goods to/from containers upon request from Shipper or otherwise to assure the proper loading thereof, apply the provisions of Items 563 and 891 in addition to all other applicable charges hereunder.

NOTE 2: When a improperly loaded container is inadvertently accepted by Carrier, such acceptance does not constitute waiver of tariff provisions. All penalties levied under authority of law while the goods are in the possession of Carrier due to improper loading, etc. shall be for the account of Shipper.

WEIGHT – BILLING

992

Weights provided by Shipper and shown on the bill of lading are subject to verification by Carrier, and the actual scale, estimated or agreed weight as ascertained by Carrier will be the applicable weight of the goods.

WEIGHT – ROAD RESTRICTIONS

996

When state, municipal or federal road restrictions are in effect, and weight normally allowed cannot be transported on or in a single container, the following terms will apply:

- (1) Container weights will not be greater than the amount(s) allowed.
- (2) In instances when containerload goods have already been received, or are 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 item 959, or hold the entire shipment at Carrier's facility until the restriction is lifted and apply storage charges in accordance with Item 910.

LOSS/DAMAGE CLAIMS, CONDITIONS PRECEDENT

1000

The following are condition precedents 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 condition precedents 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 within 180 days of its receipt thereof in order to have the right to contest such charges.
2. Suit against Carrier must be filed within 18 months after such claim accrues, or within 3 years after such claim accrues 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

A overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise, shall not be paid unless filed in writing with the Carrier that collected the freight and other transportation charges. The collecting Carrier shall be the Carrier to process all such claims. When claim is filed with another Carrier participating 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 is 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 a 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 notify 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 which participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that Carrier shall immediately notify the collecting Carrier. When the collecting Carrier (when single or joint line haul) discovers or is notified by such a participating Carrier that an overcharge, duplicate payment, or overcollection exists for any transportation charge which has not been the subject of a claim, the Carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The Carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

FREIGHT RATES

2000

The following rates are applicable to goods loaded in 40' containers (40x8x8'), freight all kinds.

All rates are in United States dollars.

**NORTHBOUND**

Seattle or Tacoma, Washington to Anchorage, Alaska	\$5,500.00
Seattle or Tacoma, Washington to Fairbanks, Alaska	\$6,500.00

**SOUTHBOUND**

Anchorage, Alaska to Seattle or Tacoma, Washington	\$3,500.00
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For container specifications and maximum weight allowance, see Item 520.

All Carrier provided containers are subject to availability from Carrier.

Rates and charges under this tariff will be assessed on the size of the container actually utilized.

For pickup/delivery/placement service at points/places other than those identified above, see Items 340 and 342.

For containers with dimensions in excess of those identified above, see Item 343.

ALASKA WEST EXPRESS, INC.  
1048 Whitney Road • Anchorage, Alaska 99501  
Telephone: (907) 339-5100 • Facsimile: (907) 339-5117

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**END**