**UIC BOWHEAD TRANSPORT, LLC**
6700 Arctic Spur Road, Anchorage, AK 99518
Telephone: (800) 347-0049

# TARIFF
# STB UBTD 300C

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

## FOR
## WATER TRANSPORTATION

## BETWEEN
## POINTS/PLACES IN ALASKA
## AND
## SEATTLE, WASHINGTON

**ISSUED BY:**

**UIC BOWHEAD TRANSPORT, LLC**
6700 Arctic Spur Road
Anchorage, AK 99518
Telephone: (800) 347-0049

Attention: Billy Jarrett

**UIC BOWHEAD TRANSPORT, LLC**
6700 Arctic Spur Road, Anchorage, AK 99518
Telephone: (800) 347-0049

## TABLE OF CONTENTS – SEQUENTIAL


| SUBJECT | ITEM NO. | PAGE NO. |
|---|---|---|
| TABLE OF CONTENTS – SEQUENTIAL | • | 2-3 |
| TABLE OF CONTENTS – ALPHABETICAL | • | 4-5 |
| TABLE OF REVISIONS | • | 6 |
| | | |
| **PART I** | • | 7-53 |
| DEFINITIONS, ABBREVIATIONS AND SYMBOLS | 1 | 8 |
| ABBREVIATIONS, ACRONYMS AND UNITS OF MEASUREMENT | 1.A | 9 |
| DEFINITIONS | 1.B | 10 |
| HOLIDAYS | 1.C | 11 |
| APPLICATION OF TARIFF | 2 | 11 |
| GOVERNING PUBLICATIONS | 3 | 11 |
| POINTS/PLACES OF CALL AND FACILITIES | 4 | 12 |
| SERVICES, RATES AND CHARGES | 5 | 12 |
| APPLICATION OF RATES | 5.A | 12 |
| FREIGHT RATES | 5.B | 13 |
| CALCULATION OF RATES | 5.B(1) | 13 |
| CALCULATION OF SOUTHBOUND RATES | 5.B(2) | 13 |
| BOOKING OF SERVICES | 5.C | 14 |
| DIMENSIONS MEASUREMENT AND WEIGHT | 5.D | 14 |
| EQUIPMENT LOAD SERVICE | 5.E | 15 |
| SHIPPER'S LOAD AND COUNT (SLC) | 5.F | 15 |
| CONSOLIDATION SERVICE | 5.G | 16 |
| MINIMUM CHARGE | 5.H | 16 |
| MINIMUM QUANTITY RATES | 5.I | 16 |
| OVERDIMENSION GOODS | 5.J | 17 |
| OVERWEIGHT GOODS | 5.K | 17 |
| TERMINAL CHARGES | 5.L | 18 |
| STORAGE | 5.M | 18 |
| EQUIPMENT DEMURRAGE | 5.N | 19 |
| FUEL SURCHARGE | 5.O | 19 |
| EXPLOSIVES AND/OR HAZARDOUS MATERIALS SURCHARGE | 5.P | 20 |
| ADDITIONAL CHARGES | 5.Q | 20 |
| IMPROPERLY PACKED, PACKAGED OR MARKED GOODS | 5.Q(1) | 20 |
| IMPROPERLY DESCRIBED SHIPMENT | 5.Q(2) | 21 |
| SPECIAL SERVICES AND OTHER CHARGES | 5.Q(3) | 21 |
| ADVANCEMENT OF CHARGES | 5.R | 21 |
| EQUIPMENT PROVISIONS | 6 | 22 |
| GOODS AND EQUIPMENT ACCEPTABLE FOR TRANSPORTATION | 6.A | 22 |
| CARRIER-OWNED EQUIPMENT | 6.B | 22 |
| SHIPPER-FURNISHED EQUIPMENT | 6.C | 23 |
| MARKING GOODS FOR SHIPMENT | 6.D | 23 |
| PACKING OR PACKAGING | 6.E | 24 |
| HOUSEHOLD GOODS AND PERSONAL EFFECTS | 6.F | 24 |
| MARKING AND PACKAGING OF BUILDING MATERIALS | 6.G | 25 |
| MOTOR VEHICLES – ACCEPTANCE FOR TRANSPORTATION | 6.H | 27 |
| OPERATIONAL PROVISIONS | 7 | 27 |
| VESSEL LOADING AND UNLOADING | 7.A | 27 |
| SERVICE LIMITATION | 7.B | 28 |
| FAILURE TO RECEIVE GOODS | 7.C | 28 |
| RECONSIGNMENT OR DIVERSION | 7.D | 28 |

| SUBJECT | ITEM NO. | PAGE NO. |
|---|---|---|
| SHIPMENTS RELEASED TO OTHER THAN CONSIGNEE | 7.E | 29 |
| PROHIBITED ARTICLES | 7.F | 29 |
| GOODS LIKELY TO DAMAGE OTHER GOODS | 7.G | 29 |
| EXPLOSIVES AND OTHER DANGEROUS ARTICLES | 7.H | 29 |
| HAZARDOUS MATERIALS TRANSPORTATION POLICY | 7.I | 30 |
| BILL OF LADING FACE AND RELATED terms | 8 | 32 |
| BILL OF LADING FACE | 8.A | 32 |
| BILL OF LADING – TERMS AND CONDITIONS | 8.A(1) | 32-41 |
| APPLICABILITY, EXECUTION AND issuance | 8.B | 43 |
| BILLS OF LADING OF OTHERS | 8.C | 43 |
| PAYMENT PROVISIONS | 9 | 44 |
| PAYMENT OF FREIGHT AND OTHER CHARGES | 9.A | 44 |
| QUOTATION OF ESTIMATED FREIGHT AND OTHER CHARGES | 9.B | 44 |
| FREIGHT INVOICE AND REVISIONS | 9.C | 44 |
| FULLY EARNED | 9.D | 44 |
| PARTIES LIABLE | 9.E | 44 |
| BILL OF LADING | 9.F | 44 |
| INTEREST | 9.G | 45 |
| LIEN | 9.H | 45 |
| REMEDIES | 9.I | 45 |
| LEGAL FEES AND COSTS | 9.J | 45 |
| CREDIT PRIVILEGES | 9.K | 45 |
| FREIGHT OVERCHARGE CLAIMS | 9.L | 46 |
| CONDITIONS PRECEDENT FOR OVERCHARGE CLAIMS, | 9.L(1) | 46 |
| FILING OF OVERCHARGE CLAIMS | 9.L(2) | 46 |
| DOCUMENTATION OF OVERCHARGE CLAIMS | 9.L(3) | 44 |
| INVESTIGATION OF OVERCHARGE CLAIMS | 9.L(4) | 47 |
| RECORD OF OVERCHARGE CLAIMS | 9.L(5) | 47 |
| ACKNOWLEDGEMENT OF OVERCHARGE CLAIMS | 9.L(6) | 47 |
| DISPOSITION OF OVERCHARGE CLAIMS | 9.L(7) | 47 |
| UNIDENTIFIED PAYMENTS | 9.L(8) | 48 |
| LOSS / DAMAGE | 10 | 48 |
| CARGO INSURANCE | 10.A | 48 |
| LIABILITY FOR GOODS | 10.B | 49 |
| VALUATION AND DECLARATION OF HIGHER VALUE (AD VALOREM) | 10.C | 50 |
| VALUATION OF NON-COMMERCIAL GOODS | 10.D | 50 |
| LIABILITY FOR CARRIER'S EQUIPMENT IN SHIPPER'S/CONSIGNEE'S POSSESSION | 10.E | 51 |
| LOSS/DAMAGE CLAIMS | 10.F | 52 |
| CONDITIONS PRECEDENT TO LOSS/DAMAGE CLAIMS | 10.F(1) | 52 |
| FILING OF LOSS/DAMAGE CLAIMS | 10.F(2) | 53 |
| ACKNOWLEDGEMENT OF LOSS/DAMAGE CLAIMS | 10.F(3) | 54 |
| INVESTIGATION OF LOSS/DAMAGE CLAIMS | 10.F(4) | 54 |
| DISPOSITION OF LOSS/DAMAGE CLAIMS | 10.F(5) | 55 |
| | | |
| **PART II** | • | 54-74 |
| COMMODITIES INDEX | • | 57 |
| COMMODITIES | • | 58-74 |

## TABLE OF CONTENTS -- ALPHABETICAL


| Subject | Item No. | Page No. |
|---|---|---|
| ABBREVIATIONS, ACRONYMS AND UNITS OF MEASUREMENT | 1.A | 8 |
| ACKNOWLEDGEMENT OF LOSS/DAMAGE CLAIMS | 10.F(3) | 53 |
| ACKNOWLEDGEMENT OF OVERCHARGE CLAIMS | 9.L(6) | 46 |
| ADDITIONAL CHARGES | 5.Q | 19 |
| ADVANCEMENT OF CHARGES | 5.R | 20 |
| APPLICABILITY, EXECUTION AND ISSUANCE | 8.B | 42 |
| APPLICATION OF RATES | 5.A | 11 |
| APPLICATION OF TARIFF | 2 | 10 |
| BILL OF LADING – TERMS AND CONDITIONS | 8.A(1) | 31-41 |
| BILL OF LADING – FACE A | 8.A | 31 |
| BILL OF LADING – NOTATION | 9.F | 43 |
| BILL OF LADING FACE AND RELATED TERMS | 8 | 31 |
| BILLS OF LADING OF OTHERS | 8.C | 42 |
| BOOKING OF SERVICES | 5.C | 13 |
| CALCULATION OF RATES | 5.B(1) | 12 |
| CALCULATION OF SOUTHBOUND RATES | 5.B(2) | 12 |
| CARGO INSURANCE | 10.A | 47 |
| CARRIER-OWNED EQUIPMENT | 6.B | 21 |
| COMMODITIES | • | 57-73 |
| COMMODITIES INDEX | • | 56 |
| CONDITIONS PRECEDENT FOR OVERCHARGE CLAIMS, | 9.L(1) | 45 |
| CONDITIONS PRECEDENT TO LOSS/DAMAGE CLAIMS | 10.F(1) | 51 |
| CONSOLIDATION SERVICE | 5.G | 15 |
| CREDIT PRIVILEGES | 9.K | 44 |
| DEFINITIONS | 1.B | 9 |
| DEFINITIONS, ABBREVIATIONS AND SYMBOLS | 1 | 8 |
| DIMENSIONS MEASUREMENT AND WEIGHT | 5.D | 13 |
| DISPOSITION OF LOSS/DAMAGE CLAIMS | 10.F(5) | 54 |
| DISPOSITION OF OVERCHARGE CLAIMS | 9.L(7) | 46 |
| DOCUMENTATION OF OVERCHARGE CLAIMS | 9.L(3) | 45 |
| EQUIPMENT DEMURRAGE | 5.N | 18 |
| EQUIPMENT LOAD SERVICE | 5.E | 14 |
| EQUIPMENT PROVISIONS | 6 | 21 |
| EXPLOSIVES AND OTHER DANGEROUS ARTICLES | 7.H | 28 |
| EXPLOSIVES AND/OR HAZARDOUS MATERIALS SURCHARGE | 5.P | 19 |
| FAILURE TO RECEIVE GOODS | 7.C | 27 |
| FILING OF LOSS/DAMAGE CLAIMS | 10.F(2) | 52 |
| FILING OF OVERCHARGE CLAIMS | 9.L(2) | 45 |
| FREIGHT INVOICE AND REVISIONS | 9.C | 43 |
| FREIGHT OVERCHARGE CLAIMS | 9.L | 45 |
| FREIGHT RATES | 5.B | 12 |
| FUEL SURCHARGE | 5.O | 18 |
| FULLY EARNED | 9.D | 43 |
| GOODS AND EQUIPMENT ACCEPTABLE FOR TRANSPORTATION | 6.A | 21 |
| GOODS LIKELY TO DAMAGE OTHER GOODS | 7.G | 28 |
| GOVERNING PUBLICATIONS | 3 | 10 |
| HAZARDOUS MATERIALS TRANSPORTATION POLICY | 7.I | 29 |

| SUBJECT | ITEM NO. | PAGE NO. |
|---|---|---|
| HOLIDAYS | 1.C | 10 |
| HOUSEHOLD GOODS AND PERSONAL EFFECTS | 6.F | 23 |
| IMPROPERLY DESCRIBED SHIPMENT | 5.Q(2) | 20 |
| IMPROPERLY PACKED, PACKAGED OR MARKED GOODS | 5.Q(1) | 19 |
| INTEREST | 9.G | 44 |
| INVESTIGATION OF LOSS/DAMAGE CLAIMS | 10.F(4) | 53 |
| INVESTIGATION OF OVERCHARGE CLAIMS | 9.L(4) | 46 |
| LEGAL FEES AND COSTS | 9.J | 44 |
| LIABILITY FOR CARRIER'S EQUIPMENT IN SHIPPER'S/CONSIGNEE'S POSSESSION | 10.E | 50 |
| LIABILITY FOR GOODS | 10.B | 48 |
| LIEN | 9.H | 44 |
| LOSS / DAMAGE | 10 | 47 |
| LOSS/DAMAGE CLAIMS | 10.F | 51 |
| MARKING AND PACKAGING OF BUILDING MATERIALS | 6.G | 24-25 |
| MARKING GOODS FOR SHIPMENT | 6.D | 22 |
| MINIMUM CHARGE | 5.H | 15 |
| MINIMUM QUANTITY RATES | 5.I | 15 |
| MOTOR VEHICLES – ACCEPTANCE FOR TRANSPORTATION | 6.H | 26 |
| OPERATIONAL PROVISIONS | 7 | 26 |
| OVERDIMENSION GOODS | 5.J | 16 |
| OVERWEIGHT GOODS | 5.K | 16 |
| PACKING OR PACKAGING | 6.E | 23 |
| PART I | • | 7-54 |
| PART II | • | 55-73 |
| PARTIES LIABLE | 9.E | 43 |
| PAYMENT OF FREIGHT AND OTHER CHARGES | 9.A | 43 |
| PAYMENT PROVISIONS | 9 | 43 |
| POINTS/PLACES OF CALL AND FACILITIES | 4 | 11 |
| PROHIBITED ARTICLES | 7.F | 28 |
| QUOTATION OF ESTIMATED FREIGHT AND OTHER CHARGES | 9.B | 43 |
| RECONSIGNMENT OR DIVERSION | 7.D | 27 |
| RECORD OF OVERCHARGE CLAIMS | 9.L(5) | 46 |
| REMEDIES | 9.I | 44 |
| REVISIONS LEGEND | • | 6 |
| SERVICE LIMITATION | 7.B | 27 |
| SERVICES, RATES AND CHARGES | 5 | 11 |
| SHIPMENTS RELEASED TO OTHER THAN CONSIGNEE | 7.E | 28 |
| SHIPPER'S LOAD AND COUNT (SLC) | 5.F | 14 |
| SHIPPER-FURNISHED EQUIPMENT | 6.C | 22 |
| SPECIAL SERVICES AND OTHER CHARGES | 5.Q(3) | 20 |
| STORAGE | 5.M | 17 |
| TABLE OF CONTENTS – ALPHABETICAL | • | 4-5 |
| TABLE OF CONTENTS – SEQUENTIAL | • | 2-3 |
| TABLE OF REVISIONS | • | 6 |
| TERMINAL CHARGES | 5.L | 17 |
| UNIDENTIFIED PAYMENTS | 9.L(8) | 47 |
| VALUATION AND DECLARATION OF HIGHER VALUE (AD VALOREM) | 10.C | 49 |
| VALUATION OF NON-COMMERCIAL GOODS | 10.D | 49 |
| VESSEL LOADING AND UNLOADING | 7.A | 26 |
| IMPROPERLY DESCRIBED SHIPMENT | 5.Q(2) | 20 |

**UIC BOWHEAD TRANSPORT, LLC**
6700 Arctic Spur Road, Anchorage, AK 99518
Telephone: (800) 347-0049

# REVISIONS LEGEND

**BOUND TARIFF FORMAT**

This tariff is issued in a bound tariff format. Revisions or amendments to the rules, terms, conditions, or freight rates named herein will be made either by a reissuance or replacement of this tariff, or else by supplement hereto. Revisions to rule Items in Part I shall be noted in the below table and revisions to commodity rates in Part II shall be noted in individual commodity Items, as provided.

**Table of Revisions – Part I**

| Item No. | Revision No. | Effect | Effective Date | Item No. | Revision No. | Effect | Effective Date |
|---|---|---|---|---|---|---|---|
| 1 | Original | (N) | January 1, 2025 | 7.F | Original | (N) | January 1, 2025 |
| 1.A | Original | (N) | January 1, 2025 | 7.G | Original | (N) | January 1, 2025 |
| 1.B | Original | (N) | January 1, 2025 | 7.H | Original | (N) | January 1, 2025 |
| 1.C | Original | (N) | January 1, 2025 | 7.I | Original | (N) | January 1, 2025 |
| 2 | Original | (N) | January 1, 2025 | 8 | Original | (N) | January 1, 2025 |
| 3 | Original | (N) | January 1, 2025 | 8.A | Original | (N) | January 1, 2025 |
| 4 | Original | (N) | January 1, 2025 | 8.A(1) | Original | (N) | January 1, 2025 |
| 5 | Original | (N) | January 1, 2025 | 8.A(2) | Original | (N) | January 1, 2025 |
| 5.A | Original | (N) | January 1, 2025 | 8.A(3) | Original | (N) | January 1, 2025 |
| 5.B | Original | (N) | January 1, 2025 | 8.B | Original | (N) | January 1, 2025 |
| 5.B(1) | Original | (N) | January 1, 2025 | 8.C | Original | (N) | January 1, 2025 |
| 5.B(2) | Original | (N) | January 1, 2025 | 8.D | Original | (N) | January 1, 2025 |
| 5.C | Original | (N) | January 1, 2025 | 9 | Original | (N) | January 1, 2025 |
| 5.D | Original | (N) | January 1, 2025 | 9.A | Original | (N) | January 1, 2025 |
| 5.E | Original | (N) | January 1, 2025 | 9.B | Original | (N) | January 1, 2025 |
| 5.F | Original | (N) | January 1, 2025 | 9.C | Original | (N) | January 1, 2025 |
| 5.G | Original | (N) | January 1, 2025 | 9.D | Original | (N) | January 1, 2025 |
| 5.H | Original | (N) | January 1, 2025 | 9.E | Original | (N) | January 1, 2025 |
| 5.I | Original | (N) | January 1, 2025 | 9.F | Original | (N) | January 1, 2025 |
| 5.J | Original | (N) | January 1, 2025 | 9.G | Original | (N) | January 1, 2025 |
| 5.K | Original | (N) | January 1, 2025 | 9.H | Original | (N) | January 1, 2025 |
| 5.L | Original | (N) | January 1, 2025 | 9.I | Original | (N) | January 1, 2025 |
| 5.M | Original | (N) | January 1, 2025 | 9.J | Original | (N) | January 1, 2025 |
| 5.N | Original | (N) | January 1, 2025 | 9.K | Original | (N) | January 1, 2025 |
| 5.O | Original | (N) | January 1, 2025 | 9.L | Original | (N) | January 1, 2025 |
| 5.P | Original | (N) | January 1, 2025 | 9.L(1) | Original | (N) | January 1, 2025 |
| 5.Q | Original | (N) | January 1, 2025 | 9.L(2) | Original | (N) | January 1, 2025 |
| 5.Q(1) | Original | (N) | January 1, 2025 | 9.L(3) | Original | (N) | January 1, 2025 |
| 5.Q(2) | Original | (N) | January 1, 2025 | 9.L(4) | Original | (N) | January 1, 2025 |
| 5.Q(3) | Original | (N) | January 1, 2025 | 9.L(5) | Original | (N) | January 1, 2025 |
| 5.R | Original | (N) | January 1, 2025 | 9.L(6) | Original | (N) | January 1, 2025 |
| 6 | Original | (N) | January 1, 2025 | 9.L(7) | Original | (N) | January 1, 2025 |
| 6.A | Original | (N) | January 1, 2025 | 9.L(8) | Original | (N) | January 1, 2025 |
| 6.B | Original | (N) | January 1, 2025 | 10 | Original | (N) | January 1, 2025 |
| 6.C | Original | (N) | January 1, 2025 | 10.A | Original | (N) | January 1, 2025 |
| 6.D | Original | (N) | January 1, 2025 | 10.B | Original | (N) | January 1, 2025 |
| 6.E | Original | (N) | January 1, 2025 | 10.C | Original | (N) | January 1, 2025 |
| 6.F | Original | (N) | January 1, 2025 | 10.D | Original | (N) | January 1, 2025 |
| 6.G | Original | (N) | January 1, 2025 | 10.E | Original | (N) | January 1, 2025 |
| 6.H | Original | (N) | January 1, 2025 | 10.F | Original | (N) | January 1, 2025 |
| 7 | Original | (N) | January 1, 2025 | 10.F(1) | Original | (N) | January 1, 2025 |
| 7.A | Original | (N) | January 1, 2025 | 10.F(2) | Original | (N) | January 1, 2025 |
| 7.B | Original | (N) | January 1, 2025 | 10.F(3) | Original | (N) | January 1, 2025 |
| 7.C | Original | (N) | January 1, 2025 | 10.F(4) | Original | (N) | January 1, 2025 |
| 7.D | Original | (N) | January 1, 2025 | 10.F(5) | Original | (N) | January 1, 2025 |
| 7.E | Original | (N) | January 1, 2025 | | | | |

# PART I

# RULES AND TERMS OF SERVICE

## SEE PART II
## FOR COMMODITIES AND FREIGHT RATES

| | ITEM |
|---|---|
| **DEFINITIONS, ABBREVIATIONS AND SYMBOLS** | 1 |

## ABBREVIATIONS, ACRONYMS AND UNITS OF MEASUREMENT

1.A

Abbreviations, acronyms, and units of measurement, as used herein, include:

ABBREVIATIONS

| | |
|---|---|
| BOL | Bill of Lading |
| BBL | Barrel |
| BDL | Bundle |
| C.O.D. | Collect on Demand |
| CFU | Customary Freight Unit |
| CTR | Container |
| EA | Each |
| e.g. | For Example |
| Est. Wt. | Established Weight |
| H/C | Handling Charge |
| i.e. | That Is |
| F.F. | Folded Flat |
| KD | Knocked Down |
| MAX | Maximum |
| MIN | Minimum |
| N/B | Northbound |
| NOS | Not Otherwise Specified |
| OBL | Order Bill of Lading |
| Pkg(s) | Package(s) |
| SLC | Shipper's Load & Count |
| S/B | Southbound |
| SU | Set Up |
| Viz. | Namely |
| Vol. | Volume |
| C/L | Containerload |
| LCL | Less than Containerload |
| STB | Surface Transportation Board |

TARIFF REVISION NOTATION

| | |
|---|---|
| (I) | Results in an increase |
| (R) | Results in a reduction |
| (C) | A change in wording not resulting in an increase or reduction |
| (D) | Deleted |
| (N) | Reissued matter |
| (N) | New or initial matter |
| (E) | Subject to expiration date as shown in the item |

LENGTH, WIDTH, HEIGHT UNITS

| | |
|---|---|
| CM | Centimeters |
| IN | Inches |
| FT | Feet |
| M | Meters |
| KM | Kilometer |
| MI | Miles |

VOLUME UNITS - Unit of volume measure

| | |
|---|---|
| CFT | Cubic Feet |
| CBM | Cubic Meter |

WEIGHT UNITS

| | |
|---|---|
| KGS | Kilograms |
| ST(s) | Short Ton(s) (2,000 LBS) |
| KT(s) | 1,000 KGS (Metric Ton) |
| LT(s) | Long Ton(s) (2,240 LBS) |
| LB(S) | Pound(s) |
| CWT | 100 Pounds |

## DEFINITIONS

1.B

| | | |
|---|---|---|
| Basis | : | "Basis" refers to the listed basis of charges for any particular Good in the corresponding commodity Item. The application of the Basis or particular kinds of Bases is explained in Item 5.B or within individual commodity Items. |
| Carrier | : | "Carrier" refers to UIC Bowhead Transport Company, LLC as well as all subcontractors and vessels utilized with respect to the transportation services provided hereunder. |
| Charges | : | "Charges" shall include all charges and all general average, salvage, special charges, expenses, amounts, and monetary obligations whatsoever payable by or chargeable to or for account of the Goods or Shipper pursuant to this tariff or Carrier's bill of lading regardless of whether sustained, incurred or paid by Carrier in the first instance. |
| Consignee | : | "Consignee" refers to the person or entity identified by Shipper to receive the Goods. |
| Equipment | : | "Equipment" refers to containers, flats, platforms, racks, chassis, trailers, or other item or apparatus for the transportation of Goods. See Items 6.A, 6.B, and 6.C. |
| Freight | : | "Freight" refers to the rates identified by Carrier in its tariff or applicable transportation agreement for transportation of the Goods as well as all other charges which may be assessed by Carrier pursuant to its tariff or bill of lading with respect to the Goods, including general average, salvage, special charges, expense amounts or other monetary obligations payable by, chargeable to or for the account of the Goods or Shipper pursuant to this tariff or Carrier's bill of lading regardless of whether sustained, incurred or paid by Carrier in the first instance. |
| Goods | : | "Goods" refers to those cargoes and items of personal property with respect to which Carrier has been requested to or does perform transportation services pursuant to this agreement, including all packing and packaging of such Goods as well as all other items or materials associated with such Goods, including without limitation crates, cradles, pallets, tanks, platforms and containers or other Equipment. For the purposes of this tariff, commodities are Goods. |
| Northbound | : | "Northbound" as used herein shall refer to a Voyage or Shipment transported from Carrier's terminal in Seattle, WA. |
| Package | : | "Package" refers to the largest single unit utilized in transporting the Goods, such as a single pallet, skid, platform or container onto/into which Goods have been unitized, or any unitizing of Goods themselves by means of shrink wrap, packaging, boarding or banding, etc., or a single machine or item of equipment, etc., shipped separately as such, and not the individual contents, boxes, pieces, parts or components thereon, therein or thereof. |
| Point of Discharge | : | "Point of Discharge" is the agreed point/place where the Goods shall be discharged from the Vessel. |
| Shipment | : | "Shipment" refers to the transportation of Goods from Consignor to Consignee on a single Voyage and a single bill of lading. |
| Shipper | : | "Shipper" refers to the entity engaging Carrier with respect to the Goods and, unless the context herein clearly indicates to the contrary, shall include the owner, Consignor and Consignee of the Goods and all others who may own, possess or have right of claim by, through or with respect to the Goods. |
| Southbound | : | "Southbound" as used herein shall refer to a Voyage or Shipments transported from points/place in Alaska to the Carrier's terminal in Seattle, WA. |
| Vessel | : | "Vessel" refers to the Vessel named in the bill of lading, any substituted vessel, craft, lighter or other conveyance utilized by Carrier with respect to the Goods. |
| Voyage | : | "Voyage" refers to the movement of a laden Vessel transporting Goods. |

**HOLIDAYS** 1.C

Where reference is made in this tariff to "Holidays," the following are referred to:

| | | |
|---|---|---|
| New Year's Day | Martin Luther King Jr. Day | President's Day |
| Memorial Day | Independence Day | Labor Day |
| Indigenous People's Day | Inuit Day | Veteran's Day |
| Thanksgiving | Day after Thanksgiving | Christmas Eve |
| Christmas | | |

When the Holiday falls on a Saturday, the preceding workday will be the Holiday. When the holiday falls on a Sunday, the following workday will be the Holiday.

**APPLICATION OF TARIFF AND PARTICIPATING CARRIERS** 2

A. This tariff applies to the transportation of Goods on Carrier's scheduled routes between points/places identified in Item 4.

B. Carrier reserves the right to use other routes and/or other carriers whether participating herein or subcontracted by Carrier. Participating carriers, if any, are identified below:

| Participating Carriers |
|---|
| None |
| |
| |

C. The terms and conditions set forth herein, including the terms and conditions of Carrier's bill of lading published in Item 8, shall apply to the Goods and all transportation and related services provided by the Carrier, participating carriers and/or subcontractors acting by or for Carrier.

**GOVERNING PUBLICATIONS** 3

Item reserved for future application.

## POINTS/PLACES OF CALL AND FACILITIES

4

Transportation services herein apply between Carrier's terminal facility in Seattle, Washington and points/places in Alaska, as listed below, along either a Northbound or Southbound route.

Carrier's Terminal:

UIC Bowhead Transport, LLC
c/o Boyer Logistics
7318 Fourth Avenue South
Seattle, Washington 98108

Regular Ports/Places of Call in Alaska:
SEWARD

Irregular Port/Places of Call in Alaska:

Stops may be made at other locations not listed above subject to Carrier's option, justifiable freight revenues and practicable weather and sea conditions. Goods may be accepted for transportation to points/places not listed subject to discharge at the closest regular stop with onward transportation, if any, to be arranged by Shipper or on Shipper's behalf.

## SERVICES, RATES AND CHARGES

5

### APPLICATION OF RATES

5.A

1. Rates identified in this tariff are subject to the general rules, terms and conditions set forth in Parts I and II of this tariff, including the terms and conditions of Carrier's bill of lading published in Item 8, herein.

2. Unless otherwise specified in the commodity item, LCL rates are per one hundred pounds. Container load rates with a named minimum weight are rated per one hundred pounds. Container load rates without a named minimum weight are rated per container and are subject to the maximum weight named in rule 6.A, of this tariff. Unless otherwise specified, container rates apply per container.

3. Unless otherwise directly stated in this tariff, rates include transportation and related services from receipt of Goods at the point/place of loading until delivery of the Goods at the point/place of discharge (except as otherwise provided herein). Shipper shall be responsible for arranging for and payment of all transportation and related services before and after the foregoing period.

4. Rates and charges will be assessed on the basis of such in effect on the date of issuance of the bill of lading applicable to such Goods. All Charges for extra services, fees, or transportation surcharges, as noted herein or specifically listed within a commodity Item, will be in addition to Shipment freight rates.

5. INTERPORT APPLICATION OF RATES: Shipments moving between ports in Alaska named in the tariff will be considered on a case-by-case basis.

## FREIGHT RATES

5.B

### CALCULATION OF RATES

5.B(1)

1. Freight rates for specific Goods (or "commodities") are as listed in Part II of this tariff. Specific commodities are identified in Part II of this tariff, with each entry identifying the available bases of freight charges, any relevant qualifications to descriptions, necessary packaging, and any specific application of or exemption to any rules or conditions to that given commodity. When Goods are tendered for transportation services herein the most appropriate commodity item will be held applicable. If the specific Goods are not identified in Part II, or if a commodity rate is not assigned, the most appropriate generic rate must apply. In any event, the Carrier will make final determination as to the applicable Commodity Item and/or Class Rate.

2. Except as otherwise provided in individual Commodity Items, goods will be accepted, and freight rates shall apply on the following bases:

   Bases that apply with respect to Equipment to be used:

   A. CONTAINERLOAD (CL): When Goods tendered for transportation services herein as part of a single Shipment are of a sufficient volume to completely fill a container or other item of Equipment (whether Shipper-furnished or Carrier-Owned), the applicable freight rate upon such Goods shall be the Containerload (CL) Rate of the predominant commodity of the Shipment, subject to applicable terms, packaging, and minimum weights of the commodity item, if any. That portion of Goods tendered as part of a single Shipment in excess of a containerload quantity, but of insufficient volume to qualify as a further containerload, shall be assessed at the LCL rate of the predominant commodity.

   B. LESS THAN CONTAINERLOAD (LCL): When Goods tendered for transportation services herein as part of a single Shipment are of an insufficient volume to completely fill a container or other item of Equipment (whether Shipper-furnished or Carrier-Owned), the applicable freight rate upon such Goods shall be the Less Than Containerload (LCL) Rate of the predominant commodity of the Shipment, subject to applicable terms, packaging, and minimum weights of the commodity item, if any.

   Bases that apply irrespective of Equipment, whether such Goods are to be accepted for open deck stowage or for loading and transporting within Equipment:

   C. EACH: The applicable freight rate shall apply on each individual item or Package of Goods tendered under the applicable commodity Item.

   D. ANY QUANTITY (AQ): The applicable freight rate shall apply on the sum total of Goods tendered under the applicable commodity Item for a single Shipment.

### CALCULATION OF SOUTHBOUND RATES

5.B(2)

Except as otherwise provided in individual Commodity Items, freight rates for Southbound Shipments shall be calculated in the same manner as Northbound rates but assessed at 80% of the listed Northbound rate under the same conditions and relevant bases, minimum weights, minimum charges, exemptions, or other provisions.

**BOOKING OF SERVICES** 5.C

All transportation services herein must be booked with the Carrier ten (10) days in advance of Shipment, unless otherwise specified herein. Booking applies on a "first-come, first-served" basis, to the capacity of the applicable Vessel. Carrier cannot ensure the availability of space aboard the Vessel when transportation services are not timely booked, and Carrier reserves the right to refuse Goods tendered without prior booking herein.

**DIMENSIONS MEASUREMENT AND WEIGHT FOR RATE CALCULATION** 5.D

Dimensions and Measurement:

Unless noted otherwise herein, the length, width and height of Equipment, Goods and/or Packages will be determined with respect to the manner in which such are to be loaded and secured aboard the Vessel, whether loaded upright or laid on its side, with length to be determined by the greatest horizontal footprint of the Equipment, Goods and/or Packages as loaded aboard the Vessel.

When rates named in this Tariff are based upon measurement of cargo, such cargo shall be measured in the following manner:

To obtain the square footage of a piece of cargo, multiply the width of such unit at its widest point by the length of such unit at its longest point;

To obtain the cubic footage of a piece of cargo, multiply the width of such unit at its widest point by the length of such unit at its longest point by the height of such unit at its highest point.

Rates named in this tariff based on measurement will be calculated on the linear dimension rounded up to the nearest inch.

Dimension requirements as well as terms and charges for Overdimension Goods are as provided in Item 5.J

Weight:

All Goods may be scaled at Carrier's Seattle terminal in absence of a certified scale ticket and such scale shall determine the weight in the application of rates herein.

Weight requirements as well as terms and charges for Overweight Goods are as laid out in Item 5.K

**EQUIPMENT LOAD SERVICE** 5.E

1. Rates named herein include the use of Carrier's Equipment but do not include services relating to the loading, stowing, securing, stuffing, or sealing (load service) of such Equipment.

2. All Equipment for which Carrier provides load service will be subject to the following handling charges:

| Service | Charge |
|---|---|
| Uniform lift | $477.00 |
| Load service of 20' equipment | $794.00 |
| Building of 8' x 8' x 8' superbundles | $656.00 |

3. When Goods are loaded to Equipment at Carrier's facility to full visible capacity with Shipments to one consignee, freight rates applicable to the Shipment will be computed at the containerload rates, and subject to applicable weight minimums (if any) of the predominant commodity.

4. When a Shipment contains Goods of such nature that it will not fit in a standard piece of Equipment (see Item 6.B) and the Shipment otherwise meets the applicable containerload minimum weights named herein, the containerload rate provided will be charged, subject to the availability of suitable space on Carrier's Vessel, and provided that prior booking arrangements have been made with the Carrier.

**SHIPPER'S LOAD AND COUNT (SLC)** 5.F

1. Carrier will accept Shipments loaded, stowed, secured, stuffed and sealed (as applicable) by Shipper to Equipment, whether Shipper-furnished or Carrier-owned, as "Shipper's Load and Count" (SLC).

2. Except as otherwise provided, freight rates applicable to SLC Shipments will be computed at the containerload (CL) rates, and subject to applicable weight minimums (if any), of the predominant commodity. The predominant commodity shall be determined on the basis of representations of the Shipper, with misrepresentations or improper descriptions subject to Item 5.Q(2)

3. If SLC Equipment exceeds the gross weight limit set forth in Item 6.A, such Shipments will not be accepted by the Carrier until reloaded to meet the gross weight limit.

4. It is the Shipper's responsibility to adequately secure, block and brace SLC Shipments in preparation for open-ocean transportation. Carrier reserves the right to refuse SLC Shipments if, in the opinion of Carrier, Goods have not been properly secured to Equipment.

5. At Shipper's request and Carrier's option, Carrier may reload any SLC Equipment deemed not acceptable for transportation under this Item with any costs for such service, including minimum Equipment Load Charges, labor and materials, to be for the account of the Shipper. Such services are available only at Carrier's terminal in Seattle, WA.

6. SLC Equipment and/or Goods are subject to the requirements of the Hazardous Materials Transportation Policy in Item 7.I and all requirements for adequate packaging, labelling and documentation.

**CONSOLIDATION SERVICE RATES/CHARGES** 5.G

Carrier offers Consolidation Services and will receive Northbound Shipments in part lots, as defined herein, for consolidation and forwarding of Goods that taken together qualify at Containerload (CL) rates. Consolidation Services are subject to the following conditions:

1. Consolidation Services are only offered at Carrier's terminals in Seattle, WA.

2. To expedite Consolidation services, Shipper must request such services at the time of booking or present written request for such services to the Carrier prior to commencement of any Consolidation Service. Requests for consolidation of specific Shipment(s) should include a list of suppliers, commodities, and estimated weights for each part lot.

3. Each part lot, as defined herein, must be marked and identified for consolidation, with any intervening carrier's bill of lading, delivery receipt or other documentation clearly marked with the appropriate booking number. In the event that a part lot is not properly marked or documented as a specific part lot for consolidation, that part lot may be received as a separate Shipment and subject to full freight rate and any applicable charges.

4. All part lots to a Shipment must be received at the Carrier's terminal prior to the receiving deadline provided on Carrier's website, http://www.bowheadtransport.com/

Consolidation Services above are included in the rates named herein, subject to Carrier's discretion as to the final disposition of Equipment utilized or arrangement or Goods therein. Upon prior written request of Shipper, the acceptance by Carrier and subject to availability of space and Equipment, Shipments may be consolidated to specific Equipment or to other specifications and in consideration of such requests the charges that apply on such Special Consolidation Services shall be:

| Equipment | Charge |
|---|---|
| 20' Container | $390.00 |
| 20' Platform | $568.00 |

Charges for Special Consolidation Services shall apply in addition to all other applicable rates and charges.

As used in this Item:
The term "part lot" shall refer to a single portion of a Shipment tendered to Carrier at one time for consolidation with all portions of a single Shipment (the other part lots) under the provisions of this Item.

**MINIMUM CHARGE** 5.H

Unless otherwise noted in individual items, the minimum freight charge for any single Shipment before the assessment of additional charges will be $414.00.

Shipments moving under separate Bills of Lading cannot be combined for the purposes of meeting the minimum charge.

**MINIMUM QUANTITY RATES** 5.I

When two or more freight rates are named for the transportation of Goods of the same description, and the application is dependent upon the quantity of the Goods shipped, the freight charges assessed against the smaller Shipment shall not exceed those for any larger Shipment.

**OVERDIMENSION GOODS** 5.J

Rates named herein apply on Goods and/or single Packages limited to certain dimensions (length, width, and height) as listed below or as specifically named in individual commodity Items. All dimensional requirements or restrictions are inclusive of any packaging. Goods or Packages that are overdimension must be booked as such with the Carrier prior to receipt for transportation services herein and shall be charged accordingly:

Overdimension Charges. The following charges shall be assessed in addition to all other applicable charges:

1. Overlength: The rates named herein apply only on single pieces or packages not exceeding twenty-four feet (24') in length:

   A. Except as otherwise provided, single pieces or Packages exceeding twenty-four feet (24'), but not exceeding thirty-six feet (36') in length will be assessed an additional charge equal to ten percent (10%) of the applicable commodity rate, subject to a minimum overlength charge of $794.00 per Shipment.

   B. Shipments exceeding thirty-six feet (36') in length will be assessed an additional charge equal to twenty-five percent (25%) of the applicable commodity rate, subject to a minimum overlength charge of $1,593.00 per Shipment.

   C. Goods exceeding fifty feet (50') in length will be subject to Carrier's option of acceptance.

2. Overwidth: When single pieces or Packages exceed eight feet and six inches (8'6") in width, such Goods must be loaded to a shipping platform and an additional charge equal to twenty-five percent (25%) of the applicable commodity rate will be assessed. If an overlength charge is also being assessed on a single overwidth piece or package, the overwidth charge shall be computed based on the sum of the otherwise applicable commodity rate plus the applicable overlength charge.

3. Overheight: When Goods exceed eight feet and six inches (8'6") in height an overheight charge equal to ten percent (10%) of the applicable commodity rate shall be made. If an overlength charge and/or overwidth charge is also being assessed on a single overheight piece or Package, the overheight charge shall be computed based on the sum of the otherwise applicable commodity rate plus the applicable overlength charge and/or the applicable overwidth charge.

**OVERWEIGHT GOODS** 5.K

Unless otherwise noted in an individual commodity Item, rates named herein apply only on Goods and/or single Packages weighing less than 50,000 pounds each with single pieces or Packages in excess of 50,000 or the maximum weight otherwise provided shall be deemed overweight. Overweight pieces or Packages shall be subject to Carrier's option of acceptance, must be marked as such as given in Item 6.D, and the following rates and charges shall be assessed:

Except as otherwise provided, the applicable commodity rate for overweight pieces or Packages will be assessed at the Northbound commodity rates as listed in individual commodity Items plus an additional charge assessed upon the total weight of the overweight piece or Package equal to:

| Weight | Additional Overweight Charge |
|---|---|
| Over 50,000 LBS but less than 60,000 LBS | 905 Cents per CWT |
| Over 60,000 LBS | 1359 Cents per CWT |

**TERMINAL CHARGES** 5.L

Except as otherwise provided, rates named herein include wharfage and handling in Seattle, WA.

All other incidental costs or terminal charges assessed by the receiving terminal or facility upon the Goods shall be for the account of Shipper and may be advanced by Carrier under the conditions of Item 5.R.

**STORAGE CHARGES** 5.M

Carrier maintains a small storage footprint at its terminals in Seattle, WA, Seward, AK and Bethel, AK. Shipper may arrange for storage before or after the transportation services provided by Carrier, at a separate expense. Goods held and/or received at the Carrier's terminals which require storage services shall be handled in the following manner:

1. Goods Received for Northbound transportation:

   Goods will not be accepted for Northbound transportation services herein prior to the beginning of the receiving period at Carrier's terminals, nor after the final date for receiving, with such dates as published on Carrier's sailing schedule at http://www.bowheadtransport.com.

2. Goods held for collection by Consignee:

   Goods terminating at Carrier's terminals in Seattle, WA, Seward, AK and Bethel, AK will be held at the terminal for collection by the Consignee and granted five (5) days "free time" for collection by the Consignee. After the expiration of such free time Goods shall be subject to the storage terms of section 3, below.

3. Storage:

   Goods requiring storage will be placed into storage at the following rates in dollars and cents per day, per piece of equipment:

| | | | |
|---|---|---|---|
| 20' Containers: | $16.00 | 40' Containers: | $27.00 |
| 20' Platforms: | $13.00 | 40' Platforms: | $24.00 |
| 20' Post Platforms: | $16.00 | 40' Post Platforms: | $31.00 |
| All other cargo: $0.50 per square foot | | | |

4. Calculation of Free Time:

   Free time, as used in this Item, will be computed beginning from 7:00 AM of the morning following issuance of notice of to delivery to the terminal and run continuously thereafter.

**EQUIPMENT DEMURRAGE** 5.N

1. Equipment Demurrage in Points/Places in Alaska:

   When Goods are transported in Carrier-owned Equipment and such Equipment is delivered to and placed for unloading at Points/Places in Alaska, whether to the Shipper's facilities or to the high-water mark ashore, Shipper is to immediately and completely unload, release and return such Carrier-owned Equipment to the Vessel. At the request of Shipper and at Carrier's option, Equipment may be left to complete unloading with Carrier to retrieve such Equipment upon notice to Carrier by the Shipper/Consignee that the Equipment is ready to be picked up by Carrier. Should Shipper/Consignee fail to release and return the Equipment to Carrier in a timely fashion and such that Carrier is able to retrieve the Equipment on a scheduled return to the delivery port, and/or if through no fault of Carrier's the Vessel must leave Arctic waters without the release and return of such Equipment, the following demurrage charges shall apply until the release and return of such Equipment to Carrier's terminal or the Vessel on a subsequent Voyage:

| Charges in Points/Places in Alaska | |
|---|---|
| Carrier-owned Equipment | After the departure of the Vessel |
| Equipment 20' in length | $8.00 per day |
| Equipment 40' in length | $12.00 per day |

   Carrier retains the right to waive equipment demurrage charges if, in its sole judgment, such charges were incurred as a result of unforeseen circumstances.

2. Equipment Demurrage in the Lower Contiguous States:

   When Goods are transported in Carrier-owned Equipment and such Equipment is delivered to and placed at Shipper's or Consignee's facility for unloading, the Carrier will grant twenty-four (24) hours free time to completely unload, release and return such Carrier-owned Equipment. Free time will start at the time Equipment is placed at Shipper's or Consignee's facility and shall run continuously until Carrier-owned Equipment is completely unloaded, released, and returned to Carrier's terminal. After the expiration of free time, the Carrier will assess charges for Equipment demurrage as below:

| Charges in the Lower Contiguous States | |
|---|---|
| Carrier-owned Equipment | After expiration of free time |
| Equipment 20' in length | $9.00 per day |

**FUEL SURCHARGE** 5.O

Except as specifically indicated in individual commodity Items, all Shipments are subject to a fuel surcharge as specified below:

All rates and/or charges are subject to an increase of eight and one half percent (8.5%).

**EXPLOSIVES AND/OR HAZARDOUS MATERIALS SURCHARGE** 5.P

Explosives or other dangerous/hazardous articles accepted by Carrier for Shipment shall be assessed the following charge in addition to all other applicable rates and charges.

| | | |
|---|---|---|
| Container Load Shipments (CL) | : | $95.00 per container load |
| Less than Container Load Shipments (LCL) | : | $34.00 per bill of lading |

EXCEPTION 1: This Item shall not apply to self-propelled vehicles or machinery when the sole cause for hazardous designation is batteries and/or fuel in tanks used to power such vehicles or machinery.

EXCEPTION 2: This Item shall not apply to Shipments composed of Goods classified as Class 9 (Miscellaneous) Hazardous Materials.

**ADDITIONAL CHARGES** 5.Q

**IMPROPERLY PACKED, PACKAGED OR MARKED GOODS** 5.Q(1)

Goods received for transportation services herein and not conforming to applicable packaging and/or marking requirements in Parts I and Part II of this tariff, will be accepted at Carrier's option and will be assessed the following minimum charges.

| | |
|---|---|
| Unmarked or improperly marked Packages | $130.00 |
| Insufficiently dunnaged/stickered and/or improperly stickered/dunnaged Packages | $237.00 |
| Unbanded, unwrapped and/or improperly banded/wrapped Packages | $237.00 |

Any charges incurred in excess of the foregoing minimum charges shall be charged to Shipper at the actual costs invoiced by the operator of the receiving terminal plus advancing charges pursuant to Item 5.R.

**IMPROPERLY DESCRIBED SHIPMENT** 5.Q(2)

When Shipments are delivered to Carrier for transportation services herein, the Carrier reserves the right to weigh and inspect Goods prior to delivery (either in Washington or in Alaska) to assure proper weight, classification, and commodity descriptions of the Goods. **Alcohol, tobacco, and firearms will not be accepted for shipment**. Misdescription, misdeclaration or otherwise improperly described Shipments shall be corrected in the following manner:

When correction results in a reduction in the freight charges from what would otherwise be lawfully assessed, the Shipment will be charged 70% of the difference between the charges quoted or assessed on the basis of Shipper's declaration(s) as shown on the original shipping documents (to include deficit weight) and the new charges derived from the corrected description(s) and/or declaration (to include deficit weight).

When correction results in an increase in the freight charges, then the quotation and/or freight invoice shall be amended and the costs of the unloading/reloading the SLC Equipment shall be assessed at the following per article of Equipment rates in addition to all other charges:

| | |
|---|---|
| Equipment unloaded/loaded in Washington: | $1,906.00 |
| Equipment unloaded/loaded in Alaska: | $2,861.00 |

Any trailer seals that are removed for the purpose of cargo inspection shall be replaced and the new seals will be identified on the Bill of Lading.

Containers which fall within the scope of this Item will not be released until full payment of all applicable tariff charges have been received. The Carrier shall not be liable for damages incurred as a result of any delay in delivery of Goods due to the application of the provisions of this Item. **Contraband items will be reported to the appropriate law enforcement agencies in either Washington or Alaska.**

**SPECIAL SERVICES AND OTHER CHARGES** 5.Q(3)

A. Fuel drainage: When vehicles, boats and/or machinery are received containing more than ¼ tank of fuel, a charge of $235.00 will be assessed for fuel tank drainage.

B. Forklift Pocket Surcharge: Acceptance of Shipper-furnished Equipment is subject to Item 6.C. Shipper-furnished Equipment twenty feet (20') in length without fork pockets will be assessed an $1,195.00 handling charge and Shipper-furnished Equipment forty feet (40') in length without fork pockets will be assessed a $1,793.00 handling charge.

**ADVANCEMENT OF CHARGES** 5.R

Charges for third party services will not be advanced by Carrier on behalf of Shipper except such as are incidental to the transportation of Goods (including drayage, wharfage, handling or other terminal charges), and then only on such Goods which are, in the estimate of Carrier, worth in excess of the likely proceeds if the Goods were to be sold at forced sale. Charges for the Goods must not in any case be advanced. Advanced charges will not be accepted on Shipments where Shipper has not established credit with the Carrier or where it is not possible to collect freight charges at the point/place of destination. If Carrier advances any charges, such will be for account of Shipper, plus a surcharge of fifteen percent (15%) of the charge to be advanced, minimum $158.00 per charge advanced.

## EQUIPMENT PROVISIONS

6

### GOODS AND EQUIPMENT ACCEPTABLE FOR TRANSPORTATION

6.A

Equipment must be configured for handling by forklift or top handling gear with standardized I.S.O. corner castings and must be in proper condition for (a) lifting when laden to its maximum capacity and (b) for supporting up to a minimum of three times its gross laden weight for the positioning of Equipment aboard the Vessel.

20' Containers and Platforms with a net weight exceeding 25,000 pounds will be subject to Carrier approval.

24' & 40' Equipment will be subject to Carrier approval.

### CARRIER-OWNED EQUIPMENT

6.B

Rates named in this tariff include use of Carrier's Equipment, subject to the rules and provisions of this tariff, including but not limited to Container Load Service provisions in Item 5.E and Equipment Demurrage provisions as set forth in Item 5.N.

| Type | Cubic Capacity | Inside Length | Inside Width | Inside Height | Door Height |
|---|---|---|---|---|---|
| 20' Dry Container | 1,170 $F^3$ | 19'4" | 7'8" | 7'8" | 7'5" |
| 20' High Cube Container | 1,297 $F^3$ | 19'4" | 7'8" | 8'9" | 8'5" |
| 20' Platform | N/A | 20' | 8' | N/A | N/A |

**SHIPPER-FURNISHED EQUIPMENT** 6.C

1. Furnishing of Equipment

   Shipper, in furnishing or providing Equipment for use or as part of transportation services provided by Carrier herein, warrants that it owns or has right of use of such Equipment, whether by lease or other agreement with the owner, for use in transportation services herein; Shipper agrees to defend and hold harmless Carrier of and from any loss or claim arising from Shipper's breach of this warranty. In no event shall Carrier be held liable for charges relating to the leasing of Equipment by Shipper.

2. Dimensions:

   When Shipper furnishes Equipment, such Equipment must be of standard intermodal sizes such as the Equipment listed in Item 6.B, with a minimum length of not less than twenty feet (20') and a maximum length not greater than forty feet (40') whether standard height or high cube.

3. Fork Pockets:

   Shipper-furnished Equipment must have standard fork pockets to facilitate cargo operations and remote shore delivery by forklift. Equipment without fork pockets but otherwise acceptable for transportation services herein with be subject to the additional fork pocket surcharge identified in Item 5.Q (3).

4. Acceptance by Carrier:

   Carrier reserves the right to refuse Shipper-furnished Equipment which is, in Carrier's judgment or belief, in poor condition, of impracticable dimensions or is otherwise inappropriate for open ocean transportation or Carrier's operations. At Carrier's option and Shipper's request, Carrier may repackage Goods tendered for transportation services in Shipper-furnished containers so refused under the terms and applicable fees of Carrier's Equipment Load Service, Item 5.E.

**MARKING GOODS FOR SHIPMENT** 6.D

When loading and discharging Goods, the Carrier will be wholly guided by marks on Packages. Every Package or individual item must be plainly marked with the name of the Consignee and the point/place of Destination in full. All old or deceptive marks must be obliterated. The Carrier will not be liable for miscarriage of Goods that are not properly marked. Additionally, each Package or item must be clearly marked to identify acceptable lifting points, center of gravity and other special handling requirements. Shipments requiring special handling must be clearly identified as such on all sides of the Goods and must be declared as such by Shipper on the Bill of Lading.

Each single piece or package weighing 4,000 pounds or more shall have its actual gross weight clearly and indelibly marked thereon.

Hazardous Goods must be marked and packaged in accordance with Item 7.I.

Improperly marked Goods are subject to penalty fees in Item 5.Q(2).

**PACKING OR PACKAGING** 6.E

All Goods must be packed in a manner which will insure safe and expeditious handling. Carrier reserves the right to reject Goods and/or Packages that are not sufficiently prepared for Shipment by ocean-going barge transportation.

All Goods must be packaged or crated in accordance with Carrier specifications for such Goods, as may be listed in Part I of this tariff or more particularly within the applicable commodity Item in Part II of this tariff. When packing or packaging is not otherwise specified, it is understood that bags, barrels, boxes, crates, or other suitable packages will be used. When Goods are tendered for Consolidation and/or Container Load Services herein, such Good must be unitized for manipulation by forklift, including palletizing and shrink-wrapping or crating. All crating or pallets must be suitable for multiple forklift handlings and/or crane lifts and must be constructed in such a manner as to withstand the normal rigors of ocean carriage.

Carrier shall not be liable for loss or damage to Goods due to insufficiency of packaging whether such insufficiency is or is not apparent to the Carrier when Goods are tendered for transportation services herein and whether or not exception to the Goods is noted on the face of an intervening carrier's Bill of Lading or other transportation document, even though the Goods may be recited thereon to have been received in apparent good order and condition.

Carrier may, at its sole discretion, repackage Goods not suitable for Shipment, including the placement of such Goods in Carrier's containers with the Goods of others. Such repackaging or placement in containers shall be at Shipper's expense, under the terms and applicable fees otherwise set forth in this tariff.

When Goods are offered in bulk or in such packages as would endanger the contents, other Goods or the Vessel when handled with ordinary care, it shall be the Carrier's option to refuse such Goods or to repackage them at Shipper's expense.

**HOUSEHOLD GOODS AND PERSONAL EFFECTS** 6.F

1. Rates on non-commercial, miscellaneous personal property, identified herein as emigrant's movables, household goods and personal effects, apply only on mixed Shipments of furniture or furnishings for a residence as referenced in commodity Item 1230.

2. The following packing requirements must be observed, except that trunks or articles of furniture (when themselves packed or prepared for Shipment as required) may be used as substitute for boxes; bedding in barrels, boxes, crates or wrapped bundles or wrapped rolls; clothing, draperies, or linens, in barrels or boxes; furniture upholstered or having surfaces liable to damage, must be fully protected by boxing, crating, or wrapping. Excelsior pads or their equivalent must be used when necessary to properly protect the articles. Glassware and dishes must be individually wrapped/protected against breakage and packed in boxes or crates. All other articles requiring protection against breakage or chaffing must be in bags, barrels, boxes, wrapped bundles or crates.

3. Articles not included in the above description must be billed separately and will be subject to their respective commodity rates.

## MARKING AND PACKAGING OF BUILDING MATERIALS

6.G

In addition to satisfying the conditions of Item 6.E, Shipments of building materials, including lumber and lumber products must satisfy all of the following additional conditions:

A. General building materials, lumber, panels, (except those products covered in Paragraph D below):

1. All packages of lumber are to be of uniform length butted at each end.
2. All packages of lumber are to contain minimum 3-½" high x 3-½" wide dunnage to prevent load distortion. Dunnage should be cut flush with the side of the unit or package.
3. All packages must be plainly marked on two (2) sides with permanent marker.
4. Goods must be delivered in banded units as close to 48" wide, as a dimension of the contents and the custom of the trade allow. All packages shall be tightly bound with no less than two (2) adequate steel banding minimum of 3/4" or equivalent.
5. All packages of edge matched or tongue and groove plywood, plasterboard, tongue and groove appearance grade lumber, particleboard, and finished paneling, interior or exterior, must be protected with waster sheets consisting of plywood or OSB on all six (6) sides. Shipments not complying with these requirements will be refused by the Carrier.
6. When requested and approved by the Carrier, container load rates will apply on bundles of multiple units of building materials described in this Tariff. Bundles must be banded and dunnaged to the Carriers specifications.
7. Platform loads of lumber shall be tightly bound with not less than five lengths of minimum 1-¼ inch wide steel banding widthwise and two lengths of minimum 1-¼ inch wide banding lengthwise.
8. Packages of rigid foam insulation must be banded together with not less than four (4) lengths, two (2) widthwise and two (2) lengthwise, of 1-¼ inch wide steel banding with corner protectors to form 8' x 8' x 8' bundles. Packages must be 6 mil. polywrapped and waster sheeted on top and sides. Bottom waster sheet must be minimum 3/8" exterior sheet material. 6" x 6" dunnage must be on edge and banded to package undersides. Packages must be suitable for stacking three (3) high.
9. Open web trusses must be bundled/packaged in such a manner to be self-supporting when lifted by bottom cord or bottom apex.
10. Superbundled building materials require a minimum 6" x 6" wood dunnage on edge.
11. Sheetrock/gypsum wall board packages must be double wrapped with a minimum 6 mil. polywrap and protected with waster sheets consisting of 3/8" exterior grade sheet material or equivalent. Packages must have minimum 4" wood dunnage banded to package undersides. Anything with a specialized edge requires side protection in the form of 3/8 inch exterior grade sheet material or equivalent. The sheets must cover the sides entirely and be banded to the package.
12. Packages of metal roofing and metal siding must be completely crated and able to support the weight of the contents without bending when lifted. Packages must have 6" x 6" dunnage every 6 to 8 feet. Packaging requirement on freight over 30 feet in length must be cleared by Carrier.

B. Poles/pilings must be bundled/packaged with alternating butts banded with minimum 2-inch steel banding every 8 feet and suitable for forklift handling.

C. Pipe or tubing Pipe must be banded into units or lifts for forklift handling using 1-¼ inch steel banding with 6" x 6" dunnage secured to unit edges every 6' to 8' for forklift handling. Pipe or tubing tendered for open-deck transportation and susceptible to corrosion or otherwise in need of protecting of the integrity of internal spaces must have end caps securely attached and one end butted evenly.

**MARKING AND PACKAGING OF BUILDING MATERIALS** (Continued)

6.G (Cont.)

D. Shakes, Shingles, Lath, Posts, Gate Stock, Battens, Railroad Ties, Pallet Stock:

1. All packages are to be not less than 8' long and no less than 48" wide.
2. All packages are to be no less than 48" in height nor more than 60" in height.
3. All packages are to be very tightly strapped with wire or steel straps, with close enough spacing to prevent spillage of the contents of the package and supported adequately for handling with forklift trucks.
4. All packages must be plainly marked with paint indicating the consignee and marks for said packages.
5. Any Shipment which does not satisfy the foregoing conditions may be refused for transportation by the Carrier.

E. Foam and Foam Core Panels:

Foam and foam core panels must be packaged according to the following minimum requirements to comply with Carrier's handling requirements. Panels must be further packaged as necessary to protect from further damage relating to compression, etc. Carrier will not be responsible for damage relating to insufficiency of packaging or inherent nature of the Goods.

1. Wood skin foam panels:

Panels consisting of foam insulation sandwiched between two layers of oriented-strand board (OSB) or like material, must be unitized into Packages that are completely enclosed with exterior grade plywood or OSB of at least 3/8 inch thickness on all sides and ends, with dunnage and banding.

Panels should be stacked in like dimensions to form a uniform unit. In cases where like lengths cannot be packaged together, any panels extending beyond where the side/end protection as described below cannot be affixed in a practical manner, each extending panel must be protected by inserting a wood framing member into the area between the spline edges and securely affixed. In cases where edges cannot be squared up and flush on both ends, every effort should be made to square up the unit flush on one end.

Dunnage protecting foam panel Packages must be constructed with structural lumber in such a way as to support multiple stacked units of like dimensions/weight. Dunnage must have a minimum height of 6". Packages that do not exceed either four feet (4') in width or a weight of 5,000 LBS in weight require dunnage spaced at sufficient intervals to maintain the rigidity of panels with such intervals to be no more than 6 feet apart

Banding must be integrated with dunnage to prevent separation of dunnage from bundle, with such dunnage to run side to side.

Foam core panels with exposed foam core or with wood skin extending beyond a wood framing member, must have side protection of plywood or OSB , minimum 1/4" thickness, which substantially covers all sides of the unit. Panels without exposed foam core, or without the wood skin extending beyond a wood framing member are not required to have side protection, but some form of side protection is recommended.

2. Metal skin foam panels:

Foam core panels with metal skin must be export crated for exposed loading to platforms or must be Shipper-Loaded to Shipper-furnished closed containers. Carrier will not receive uncrated panels. Crating must fully enclose panels and be of sufficient strength to stacking of multiple crates of like dimensions/weight.

**MOTOR VEHICLES – ACCEPTANCE FOR TRANSPORTATION** 6.H

The following terms and requirements shall be applicable on all motor vehicles operable under their own power and tendered for transportation services herein:

1. Motor vehicles must be prepared for transportation by open-deck ocean-going vessels and, in addition to requirements of Item 6.E as applicable, must meet the following conditions:

   A. Primary fuel tanks must be drained to the quarter (1/4) tank levels. Secondary or additional fuel tanks must be completely drained or, as necessary, drained to minimal operational levels.

   B. The motor vehicle must contain sufficient antifreeze to protect against Arctic temperatures.

2. Motor vehicles may be tendered with personal items or other Goods stowed in or on the vehicle:

   A. All such Goods must be stowed and secured by Shipper for transportation by ocean-going barge, including packaging, tie-downs, or tarping as necessary.

   B. All such Goods must be stowed so as not to obstruct the 360-degree visibility of the vehicle operator, including limiting the height of Goods stowed behind or near the operator's seat, passenger spaces, or truck bed.

   C. In no event shall the addition of the weight of such Goods to the motor vehicle exceed the gross vehicle weight rating as specified by the manufacturer.

   D. Carrier reserves the right to reject any such Goods if, in its sole judgment, the loading or securing of the property or the nature of the items represents a potential danger to the vehicle, other Goods or personnel. In that event, Shipper will be given the opportunity to remove the Goods, or, at Shipper's request and Carrier's option, Carrier may repackage such Goods under applicable provisions and charges herein.

3. All motor vehicles must be inspected by Carrier for prior damage and the Carrier's Motor Vehicle Inspection Report must be acknowledged and signed by Shipper at the time the motor vehicle is tendered for transportation.

4. Liability:

   A. Any personal property or other Goods loaded in or on motor vehicles by Shipper under section 2, above will be accepted at the Shipper's sole risk of loss or damage from any cause. Claims will not be accepted for any damages to the vehicle that may be attributed to the loading or securing of such personal property within or on the vehicle.

   B. Carrier will not be liable for minor or handling damage incidental to open-deck transportation by ocean-going vessel, including but not limited to corrosion, dents, scratches, buckles, or other surface imperfections and specifically to include any and all damage to motor vehicle windshields.

**OPERATIONAL PROVISIONS** 7

**VESSEL LOADING AND UNLOADING** 7.A

The loading and unloading of Carrier's Vessel are included in the rates named. The rates include transportation within Carrier's terminals, to the Vessel for loading, and for unloading to first point of rest dockside or at the high-water mark on the beach at points/places for which there are no suitable loading or unloading facilities.

**SERVICE LIMITATION** 7.B

Carrier does not agree to transport Goods by any particular schedule or within a specified time. Goods to/from the points/places named herein will be accepted and transported only if, in Carrier's judgment, there are sufficient Goods and associated freight revenues to justify the expense which would be incurred by Carrier in making such a port call. Transportation services identified herein are further subject to Carrier's judgment and discretion as to whether such services can be safely and efficiently provided under wind, weather, sea and other conditions and circumstances. If, either having made reasonable efforts or believing it is unsafe or impracticable, Carrier is unable to make delivery of Goods, Carrier's obligations pursuant to this tariff and the bill of lading shall be deemed fulfilled, all Freight and charges shall be considered earned, and Carrier shall be at liberty to return the Goods to the port/place of Shipment or discharge the Goods at an alternate port/place at Shipper's risk and expense.

**FAILURE TO RECEIVE GOODS** 7.C

In the event that Shipper fails or is unable to receive Goods at the point/place identified for delivery at the time/date provided by Carrier and the Vessel arrives at such place for delivery, then, at Carrier's option, Carrier may deliver the Goods to a first point of rest above the high water mark at such point/place with the Goods to be at Shipper's risk and expense thereafter, discharge the Goods at an alternate point/place at Shipper's risk and expense, or Carrier may return the Goods to Carrier's terminal with Shipper responsible for freight and charges applicable to such additional Voyage.

**RECONSIGNMENT OR DIVERSION** 7.D

A request for reconsignment or diversion to change the name or address of a Consignor or Consignee, change the destination or place of delivery, or change billing information where necessary to effect delivery will be accepted subject to Carrier's sole discretion and the following provisions:

1. Requests for reconsignment or diversion must be made and 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 reasonable efforts to honor valid reconsignment or diversion requests but will not be responsible if despite such efforts reconsignment or diversion is not affected.
4. Additional freight and/or other charges may become applicable as otherwise identified in this tariff.
5. If the Shipment has been transported 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.
6. 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, or municipality (incorporated or unincorporated).
7. 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 requests shall be subject to written confirmation from Carrier, which may be sent by email.

| | |
|---|---|
| **SHIPMENTS RELEASED TO OTHER THAN CONSIGNEE**<br><br>Goods transported under the terms and conditions of this tariff may be released at destination to those persons identified by the Shipper and/or Consignee to receive such Goods, and those persons must be identified in writing to the Carrier. | 7.E |
| **PROHIBITED ARTICLES**<br><br>Shipper may not tender for transportation any Alcohol, Tobacco or Firearms. Ammunition will be considered on a case-by-case basis. Firearms and Ammunition will not be accepted for shipments originating in Prudhoe Bay.<br><br>Shipper may not tender for transportation any Goods requiring refrigeration.<br><br>Shipper may not tender for transportation any livestock, live animals, live insects, live fish (including smelt, eggs for reproduction or similar products) or other living things or creatures.<br><br>Shipper may not tender for transportation items of exceptional value such as platinum, gold, gold dust, silver, bullion, or other precious metals, coins, jewelry, bill of any bank or public body, diamonds, or other precious stones or any gold or silver (manufactured or unmanufactured), watches, clocks, or timepieces of any description, trinkets, orders, notes, or securities for payment of money, stamps, maps, writings, title deeds, printings, engravings, pictures, gold or silver plate or plated articles, glass, china, silks (manufactured or unmanufactured), and whether wrought up with any other material, fur, or lace. | 7.F |
| **GOODS LIKELY TO DAMAGE OTHER GOODS**<br><br>Carrier reserves the right, at its sole discretion, to refuse to transport any Goods offered for Shipment which are likely to damage other Goods or the Carrier's Vessel, Equipment, or property. | 7.G |
| **EXPLOSIVES AND OTHER DANGEROUS ARTICLES**<br><br>Explosives, flammable, dangerous or objectionable Goods will be accepted for transportation only after prior booking arrangements have been made with and accepted by Carrier. The transportation of explosives and hazardous and dangerous articles other than explosives are in accordance with the Bureau of Explosives Tariff No. BOE-6000 and supplements thereto and reissues thereof.<br><br>Nitroglycerine, Class A and Class B explosives will not be taken under any circumstances. | 7.H |

**HAZARDOUS MATERIALS TRANSPORTATION POLICY** 7.I

1. Item Definitions

"Hazmat Laws" as used herein refers to all United States, Canadian, local, State, and provincial law, regulations, or rules pertaining to the packaging, storing, labeling, placarding, handling, movement, shipment, disposal and documentation of hazardous waste materials in or on Carrier's Equipment.

2. Acceptance for Transportation

Shipments must be booked no less than ten (10) days in advance and are subject to the availability of Carrier's Equipment. Carrier may, at its own discretion, refuse to accept any Shipment of hazardous waste for transportation.

Unless credit or special arrangements have been approved prior to Shipment, all hazardous Shipments must be prepaid in full.

Shipper/Generator shall be considered responsible for all aspects of the Shipment and must arrange for all transportation beyond. All beyond transporters must be listed on the Hazardous Waste Manifest or Continuation form. All beyond carriers handling Bowhead's Equipment must sign an Equipment interchange agreement and supply required insurance listed therein.

Compliance with Law

It is the Shipper's responsibility to thoroughly comply with Hazmat Laws

When Shipment tendered for transportation contain two (2) or more articles which are prohibited by Hazmat regulations from being loaded or stored together, the Goods shall be divided into separate Shipments and issued or deemed to be issued upon different bills of lading, despite being tendered simultaneously and even if booked for transportation at the same time. Multiple Shipments so created shall each be assessed hazardous materials charges in Item 5.Q but can be combined for the purposes of determining all other charges, surcharges and/or penalties or complying with terms of this tariff or the Carrier's bill of lading.

3. Packaging

In addition to packaging of hazardous waste in accordance with 49 CFR 100-185, Carrier requires that all Shipments be double packed, i.e.:

A. All drums containing hazardous waste liquids must be contained/packaged in overpack containers.

B. Solid hazardous waste packed in drums must be pre-packaged in plastic bags. No overpack drums required unless specified in regulation.

C. Unless double packaging is performed, all shipping containers must be lined with plastic with packaged hazardous materials placed on top of plastic lining.

7.I (Cont.)

4. Documentation

Carrier requires that the Shipper obtain all permits, transit notices and written confirmations required under Hazmat Laws and forward them to Carrier's terminal where the Shipment will originate prior to the Carrier accepting any Shipment for movement.

Any required local movement notices must be made by the Shipper or generator.

The original signed Hazardous Waste Manifest – "EPA Form 8700-22" will be sent to the Seattle office and a copy will accompany the Shipment while in transit. If the Shipment will transit Canadian waters, the Environmental Canada Hazardous Waste Manifest, Transit Notices and written confirmation must also accompany the Shipment

When required and as informed by Shipper, Carrier will make notifications to the United States and Canadian Coast Guard.

5. Storage and Equipment Demurrage

Shipments of hazardous waste may not be brought to Carrier's terminal in Shipper-loaded Equipment more than ten (10) calendar days prior to its loading onboard the Vessel departing from the port.

Shipments of hazardous waste must be removed from Carrier's Seattle terminal as soon as possible, but no later than ten (5) calendar days from the offloading from Carrier's Vessel.

Carrier reserves the right to place all Shipments that are not removed from Carrier's Seattle terminal within five (5) calendar days, into a properly approved designated storage facility, at the sole risk and expense of the Shipper. A minimum detention charge of $300.00 per day, per container will be assessed on the 6th day following arrival of the Vessel.

All Carrier-owned Equipment must be returned to Carrier within three (3) working days from delivery. Equipment not returned to Carrier within three (3) working days will be assessed charges of $52.00 per day, per container. Equipment must be cleaned and free from contamination before being returned to the Carrier. Containers that have been utilized to transport PCB's are required to be returned free of contamination levels below any Hazmat Laws permissible level for PCB's. If Shipper/Consignee fails to return Carrier-owned Equipment cleaned and free from contamination, the cost for costs incurred by Carrier in cleaning such Equipment will be assessed to the Shipper plus an additional thirty percent (30%) administration fee in addition to all other applicable rates and charges.

6. Liability and Indemnity

Shipper shall be solely responsible for all disposal of hazardous waste Shipments, as well as all decisions regarding such disposal, and Carrier shall have no responsibility or liability therefore. Shipper shall defend, hold harmless and indemnify Carrier from any expense (including reasonable attorney's fees) arising from or as the result of any claim of improper or inadequate disposal of the Shipment.

In the event of a spill or leakage of hazardous waste while the Shipment is in possession of Carrier, unless such spill or leakage is caused by negligence or willful misconduct of Carrier, Shipper shall be solely responsible to arrange for whatever cleanup response and disposal costs as may be required. All cleanup and disposal costs, including fines or penalties, shall be for the sole account of the Shipper. If Shipper fails or refuses to undertake such cleanup or disposal efforts, then Carrier may do so at Shipper's expense.

## BILL OF LADING FACE AND RELATED TERMS

8

**FACE A**

8.A

BOWHEAD TRANSPORT

6700 ARCTIC SPUR ROAD
ANCHORAGE, AK 99518
PHONE: 907-677-5200
FAX: 907-677-5280
TOLL FREE: 800-347-0049

### STRAIGHT BILL OF LADING

ORIGINAL – NOT NEGOTIABLE

| DATE | POINT/PLACE OF LOADING | POINT/PLACE OF DISCHARGE | VOYAGE | VESSEL |
|---|---|---|---|---|
| | | | | |

| | |
|---|---|
| CONSIGNEE | BILL TO |
| STREET/P.O. BOX | STREET/P.O. BOX |
| CITY STATE ZIP | CITY STATE ZIP |
| TEL: FAX: | TEL: FAX: |
| SHIPPER | |
| STREET/P.O. BOX | |
| CITY STATE ZIP | |
| TEL: FAX: | BOOKING NO. ROUTING NO. |

| NO. OF PIECES | KIND OF PACKAGE | HM | DESCRIPTION OF GOODS, SPECIAL MARKS/HANDLING CONDITIONS, AND ANY APPLICABLE HAZARDOUS MATERIALS PRODUCT UN/NA IDENTIFICATION NUMBER, PROPER SHIPPING NAME, HAZARD CLASS (SUBSIDIARY HAZARD CLASSES), PACKAGING GROUP NUMBER, AND EMERGENCY RESPONSE TELEPHONE NUMBER | WEIGHT (SUBJECT TO CORRECTION) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TENDERED BY: _____
SHIPPER

DATE: _____

RECEIVED BY: _____
CARRIER

DATE: _____

CARRIER'S LIABILITY IS LIMITED TO $500 PER PACKAGE/CUSTOMARY FREIGHT UNIT UNLESS, PURSUANT TO SECTION 18 AND ANY APPLICABLE TARIFF, SHIPPER DECLARES A HIGHER VALUATION AND PAYS EXCESS FREIGHT CHARGES.

DECLARED VALUE: _____ (PER PACKAGE/CFU)

NOTES: _____

IN ACCEPTING THIS BILL OF LADING THE SHIPPER AGREES THAT THE CUSTODY AND CARRIAGE OF THE GOODS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS BILL OF LADING AND ANY APPLICABLE TARIFF OR TRANSPORTATION AGREEMENT, WHICH SHALL GOVERN THE RELATIONS, WHATSOEVER THEY MAY BE, BETWEEN CARRIER AND THE SHIPPER, OWNER AND/OR CONSIGNEE OF THE GOODS, IN EVERY CONTINGENCY AND WHENSOEVER OCCURRING.

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED, PLACARDED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. IF THE SHIPMENT IS OF A HAZARDOUS NATURE AND HAS BEEN TENDERED IN A CONTAINER OR OTHER PACKAGE, IT IS DECLARED THAT THE PACKING HAS BEEN CARRIED OUT IN ACCORDANCE WITH THE PROVISIONS OF 49 CFR 176.27 (C).

SHIPPER:
NAME : _____ DATE: _____
COMPANY : _____

REV 09/2022

## BILL OF LADING – TERMS AND CONDITIONS

8.A(1)

**1. CLAUSE PARAMOUNT.**

This bill of lading and any applicable tariff of Carrier shall have effect while the Goods are in the custody of the Vessel or Carrier including before the Goods are loaded on, and after they are discharged from the Vessel, and shall be subject to the provisions of the Carriage of Goods by Sea Act (46 U.S.C Ch. 307) ("COGSA"), which are incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights, immunities, or limitations or an increase of any of its responsibilities or liabilities under COGSA. If any term of this bill of lading is repugnant to COGSA to any extent such term shall be void to that extent, but no further. Neither the Carrier nor the Ship shall in any event be or become liable for any loss or damage, to or in connection with the transportation of Goods in an amount exceeding $500.00 per Package lawful money of the United States, or in the case of Goods not shipped in Packages, per customary freight unit, unless the nature and value of the Goods is declared in writing by Shipper before delivery of the Goods to Carrier, inserted on the front of this Bill of Lading in the space provided therefore, and any extra freight is paid by Merchant as required by Carrier's Tariff. If the actual value of the Goods per Package or customary freight unit exceeds such declared value, the Goods' value shall nevertheless be deemed to be the declared value, and Carrier's liability, if any, shall not exceed the Goods' declared value. Any partial loss or damage to the Goods shall be adjusted pro rata on the basis of the Goods' declared value. If the Goods' declared value has been willfully, knowingly or fraudulently misstated, Carrier shall not be liable for any loss or damage to the Goods. In no event shall this Clause operate to increase the Carrier's liability to an amount exceeding the Goods' market value at the port of discharge. In no event shall Carrier be responsible for any loss of profit or consequential damages. In lieu of paying damages, Carrier shall have the option of replacing any lost Goods and replacing or reconditioning any damaged Goods. No oral declaration or agreement shall be evidence of a value different from that provided on the face of the Bill of Lading.

The terms of this bill of lading shall be separable, and if any part or term hereof is invalid or unenforceable, such circumstance shall not affect the validity or enforceability of any other part or term hereof. Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 U.S.C. §30503 and any other law of the United States or any other country or place whose laws shall be applicable. This bill of lading shall not be deemed to give rise to a personal contract of Carrier. Nothing in this bill of lading, expressed or implied, shall be deemed to waive or operate to deprive Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

In the event of any inconsistency between the terms and conditions of this Bill of Lading and any relevant tariff, the terms and conditions of this Bill of Lading shall prevail. Any relevant tariff rules and regulations are incorporated herein by this reference. Copies of this Bill of Lading an any applicable tariff can be obtained from the Carrier upon request or at www.bowhead.com.

8.A(1)
(Cont.)

**2. DEFINITIONS.**

In this bill of lading: "Carrier" refers to Bowhead Transport Company, LLC as well as all subcontractors and Vessels utilized with respect to the transportation services provided hereunder. "Consignee" refers to the person or entity identified by Shipper to receive the Goods. "Freight" refers to the rates identified by Carrier in its tariff or applicable transportation agreement for transportation of the Goods as well as all other charges which may be assessed by Carrier pursuant to this bill of lading, or any such tariff or transportation agreement, with respect to the Goods, including general average, salvage, special charges, expenses, amounts or other monetary obligations whatsoever payable by, chargeable to, or for the account of the Goods or Shipper pursuant to this tariff or Carrier's bill of lading regardless of whether sustained, incurred or paid by Carrier in the first instance. "Goods" refers to those cargoes and items of personal property with respect to which Carrier has been requested to or does perform transportation services pursuant to this agreement, including all packing and packaging of such Goods and other items or materials associated with such Goods, including without limitation crates, cradles, pallets, tanks, platforms and containers or other Equipment. For the purposes of this tariff, commodities are Goods. "Package" refers to the largest single unit utilized in transporting the Goods, such as a single pallet, skid platform or container onto/into which Goods have been unitized, or any unitizing of Goods themselves by means of shrink wrap, packaging, boarding or banding, etc., or a single machine or item of equipment, etc., shipped separately as such, and not the individual contents, boxes, pieces, parts or components thereon, therein or thereof. "Shipment" refers to the transportation of Goods from consignor to Consignee on a single bill of lading. "Shipper" refers to the entity engaging Carrier with respect to the Goods and, unless the context herein clearly indicates to the contrary, shall include the owner, consignor and Consignee of the Goods and all others who may own, possess or have right of claim by, through or with respect to the Goods. "Vessel" refers to the Vessel named in this bill of lading, any substituted vessel, craft, lighter or other conveyance utilized by Carrier with respect to the Goods. "Voyage" refers to the movement of a laden Vessel transporting Goods.

8.A(1)
(Cont.)

**3. SCOPE OF VOYAGE/LIBERTIES.**

The scope of Voyage herein contracted for shall include usual or customary points/places of call, whether named in this bill of lading, as well as points/places in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the point of discharge or in a direction contrary thereto or otherwise depart from the direct or customary route at any time without notice to Shipper. Whenever deemed necessary and advisable by the Carrier, the Vessel may, either with or without the Goods on board, and before or after proceeding toward the port of discharge, or at any stage of the voyage, sail with or without pilots, depart from her course in any direction and to any extent, or enter, call, return to and remain at, or omit calling at any port or ports once or more often, in order to secure, load or discharge cargo, fuel, stores, or passengers, or to adjust compasses, dry dock, go on ways or to repair yards, shift berths or be towed, or save or attempt to save life or property, and all of the foregoing are included in the intended contact Voyage shall not be considered deviations. Carrier may substitute another vessel for a named Vessel at any time prior to or during the Voyage. Carrier makes no warranties as to the date or time of delivery of the Goods or that the Goods will be delivered for any particular use or market. Carrier shall not in any event be liable in any capacity for any delay, non-delivery, loss or damage occurring while the Goods are not in its actual custody.

**4. TRANSSHIPMENT AND LIGHTERAGE.**

Carrier may transship and forward all or any part of the Goods whenever they are ultimately consigned to a point/place where neither the Carrier nor the Vessel are expected to call or discharge Goods, or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at any point/place whether or not within the Voyage contracted for above, and may be made by any Vessel(s) or any other means of transportation selected by Carrier, whether operated by Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regular bill of lading, freight note, contract or other shipping document of the on carrier, whether issued or not, even though less favorable to Shipper in any respect whatsoever than this bill of lading and even if Carrier's own through bill of lading has been issued, in which case such issuance is for convenience only and does not bind Carrier after the Goods have been discharged from Carrier's Vessel for transshipment and on carriage. In all matters whatsoever connected with transshipment or forwarding, Carrier shall act solely as Shipper's forwarding agent and without any further responsibility. Shipper expressly authorizes Carrier, as such agent, to arrange with the on carrier for the lowest based on the valuation of the Goods stated in this bill of lading. Pending transshipment, Carrier may store the Goods in any place, ashore or afloat, at its own risk and expense, and in so doing shall be considered solely the agent of the Shipper, Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the Goods have been discharged from Carrier's Vessel. The Goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage, handling charges or increase in on carrying rates beyond those assessed by Carrier.

Carrier, in the exercise of its discretion, may at any time, whether or not customary and without notice, require the Goods to be lightered to or from the Vessel at the risk and expense of the Goods, and, in this event, Carrier may make arrangements for lighterage or use of craft but, in so doing, shall be considered solely as the agent of Shipper and without any other responsibility whatsoever. Carrier shall not be responsible for the condition, seaworthiness or manning of such lighter or craft nor for any loss or damage to the Goods while on such lighter or craft or in the custody of the lightermen, who shall be considered agents of the Shipper. If Carrier elects to lighter the Goods with lighters or craft operated or controlled by it, Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this bill of lading with respect to such lighterage and may collect the cost thereof from Shipper.

8.A(1)
(Cont.)

**5. ON DECK CARRIAGE.**

Transportation hereunder will be accomplished by the use of Vessels with open and exposed decks, manned or unmanned, towed or self-propelled. All Goods accepted hereunder may be carried without notice to Shipper on open decks exposed to the elements and subject to wind, weather and sea conditions including rolling and pitching, any custom or practice of the trade to the contrary notwithstanding; Goods so carried shall be subject to the provisions herein and shall participate in general average. All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper but in all other respects the custody and carriage of such Goods shall be governed by the terms of this bill of lading and COGSA, notwithstanding Section 1 (c) thereof.

**6. SPECIAL CIRCUMSTANCES.**

The Goods are to be shipped to remote locations in Northern and Western Alaska and may be placed on lighterage craft or other conveyances for on carriage to the point/place of discharge. Discharge may occur at remote beach locations, landing areas, docks, piers or whatever facilities are commonly utilized at that point/place to receive Goods, and transportation of the Goods may be delayed by ice and other wind, weather and sea conditions unique to the areas. Therefore, in any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or taking place during the Voyage, including the period before and during discharge, which in the judgment of Carrier is likely to give rise to risk of detention, damage, delay (howsoever long or short) or disadvantage to or loss of the Vessel or any part of its cargo, or to make it unsafe, imprudent, unlawful or impossible for any reason to commence or proceed on or continue the Voyage, or to enter or discharge or continue to discharge the Goods at the point/place of discharge or give rise to any delay (however long or short) or difficulty in arriving, discharging or continuing to discharge, or leaving the point/place of discharge, Carrier may, before or after loading or before or after the commencement of the Voyage, require Shipper to take delivery of the Goods at that time and place and upon Shipper's failure to do so may discharge and warehouse the Goods at Shipper's sole risk and expense, or Carrier, whether or not proceeding toward or attempting to enter a point/place of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the Goods, may discharge the Goods and/or unpack the containers at the point/place of Shipment or at any other point/place in depot, lighter, craft or other place or may discharge and forward them by any means at the risk and expense of Shipper to any point/place whatsoever at Carrier's sole discretion and Carrier, in making arrangements for any such forwarding, shall be the forwarding agent of Shipper, or the Vessel may proceed or return directly or indirectly to or stop at any point/place whatsoever at Carrier's sole discretion and discharge the Goods or any part thereof at any such point/place, or Carrier may retain the Goods on board until the return trip or until such time as Carrier thinks advisable and discharge them at any point/place whatsoever as herein provided.

Discharge of the Goods under the provisions of this clause shall constitute complete delivery and performance under this contract and Carrier shall be freed from any further responsibility. When the Goods are discharged from the Vessel as provided in this clause they shall be at the sole risk and expense of Shipper, and all charges incurred to effect ultimate delivery shall be payable by Shipper.

8.A(1)
(Cont.)

**7. GOVERNMENTAL OR OTHER ORDERS.**

Carrier and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her Voyage, employment or movements, or any disposition or other matter whatsoever relating to the Goods, including but not limited to loading, departure, arrival routes, zones, point/place of call, stoppages, discharge destination, delivery or in any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority, including any de facto government or local authority, or by any person or body acting, or purporting to act, as or with the authority of any such government or authority, or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of, or in compliance with, any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the Goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract Voyage. In complying therewith, Carrier shall have, but shall not be limited to, the liberties as to disposition of the Goods contained in Clause 6 hereof. Carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the Goods at any place whatsoever, surrender or dispose of the Goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the Goods, and the Goods shall be at Shipper's sole risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be a lien on the Goods.

**8. DESCRIPTION OF GOODS.**

Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the Goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damages, expenses, liabilities, penalties and fines arising out of or resulting from inaccuracy thereof.

**9. COOPERAGE, FINES.**

Shipper shall be liable for all expenses for tarping, banding, mending, cooperage, bailing or reconditioning of the Goods or Packages and gathering of loose contents of Packages, also for any payment, expense, fine, dues, duty, tax import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the Goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Packages or description of the contents, failure of Shipper to procure licenses, permits or any other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any point/place or any act or omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the Goods for any reason whatsoever.

**10. CARRIAGE AFFECTED BY CONDITION OF GOODS.**

If it appears to Carrier at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or any part thereof, Carrier may, without notice to Shipper, take any measure and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this bill of lading, Shipper shall indemnify Carrier against any reasonable additional expenses so incurred.

8.A(1)
(Cont.)

**11. DANGEROUS GOODS, CONTRABAND.**

Carrier will undertake to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier's acceptance, in its sole discretion, of a prior written application by Shipper for the carriage of such Goods. Such application must accurately state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, and the full names and addresses of the Shipper, including the Consignee.

Shipper shall distinctly and permanently mark and manifest on the outside of the Goods, including Package(s) and/or container(s), the nature of the Goods referred to in the preceding paragraph and other particulars as required by applicable law and shall also undertake to submit all required documents or certificates, whether required by law or by Carrier.

Whenever the Goods are discovered to have been received by Carrier without complying with paragraph (1) or (2) above or the Goods are found to be contraband or prohibited by any laws or regulations at any point/place of loading, discharge or call, or any point/place or waters during the transport, Carrier shall be entitled to have such Goods rendered innocuous, discharged or otherwise disposed of at Carrier's discretion and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of Freight, and any expenses directly or indirectly arising out of or resulting from such Goods.

Carrier may also exercise its right under the preceding paragraph whenever Goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, persons and/or other property.

Carrier has the right to inspect the contents of any container or Package at any time and any place, with or without Shipper's consent and at the sole risk and expense of Shipper.

**12. FREIGHT AND OTHER CHARGES.**

Full Freight to the point/place of discharge or point/place of delivery shall be considered as completely earned on receipt of the Goods by Carrier. Carrier shall be entitled to all Freight and charges due hereunder, whether actually paid or not and to receive and retain such Freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the Voyage broken up, frustrated or abandoned at any stage of the entire transit. Full Freight shall be paid on damaged or unsound Goods. The payment of Freight and/or charges shall be made in full and in cash without any offset, counterclaim, or deduction. Goods once received by Carrier cannot be taken away or disposed of by Shipper except upon Carrier's consent and after payment of full Freight and compensation for any loss sustained by Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load Carrier is relieved of any obligation to load such Goods and the Vessel may leave port without further notice. If for any reason whatsoever the Consignee refuses or fails to take delivery of the Goods, Carrier shall, regardless of any free time prescribed by tariff or local regulations, have the right, with or without notice, to store the Goods at the sole risk and expense of Shipper. Shipper shall be liable for and indemnify Carrier against: (a) all dues, duties, taxes and other charges levied on the Goods, and (b) all fines, damages and losses sustained by Carrier in connection with the Goods, howsoever caused, including Shipper's failure to comply with the laws and regulations of any public authority in connection with the Goods, or failure to procure required certificates to accompany the Goods. The Shipper, including consignor, Consignee, and the Goods, shall be jointly and severally liable to Carrier for the payment of all Freight and charges and for the performance of the obligations of any of them under this bill of lading. Any freight or other charges due but unpaid shall bear interest at the rate of 1% per month from the date due until paid in full. If Carrier or its agents are required to undertake any actions to collect Freight and other charges due, the Shipper, including the consignor, Consignee, and the Goods, shall be jointly and severally liable for all costs of collection including actual attorney's fees whether suit is instituted or not. Other terms and conditions applicable to Freight and charges may be set forth in any applicable tariff of Carrier.

8.A(1)
(Cont.)

**13. BOTH TO BLAME CLAUSE.**

If the Vessel should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the Vessel, the owner of the Goods carried hereunder shall indemnify Carrier and the Vessel 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, any other owner of said Goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, any other owners of the cargoes 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 Vessel. 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.

**14. GENERAL AVERAGE/NEW JASON CLAUSE.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016, excluding Rule B thereof, at such port or place in the United States as may be selected by Carrier, and as to matters not provided for by the Rules according to the laws and usages of the port of Seattle. Notwithstanding said Rules, however, it is expressly agreed that the cost of handling, discharging and restowing cargo shall be admitted as general average when reasonably necessary for the safe prosecution of the Voyage as well as under the circumstances set forth in said Rules. In the event the Vessel consists of a tug towing one or more barges, such tug and barge(s) shall not be 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. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by Carrier must be furnished before delivery of Goods. Such cash deposit as Carrier or its agent may deem sufficient as additional security for the contribution of the Goods and for any salvage and special charges thereof, shall be made by the Goods and Shipper to Carrier. Such deposit shall, at the option of Carrier, be payable in United States money and be remitted to the adjuster.

In the event of accident, danger, damage or disaster, before or after commencement of the Voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which Carrier is not responsible by statute, contract or otherwise, the Goods and Shipper shall contribute with Carrier 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 in respect of the Goods. If a salving ship is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if such salvage ship or ships belonged to strangers.

**15. STRIKE CLAUSE.**

If an actual or threatened labor disturbance of any kind, including strikes, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the Carrier prevent or delay the Vessel in reaching the loading/unloading berth, prevent or delay loading/unloading of Goods, prevent or delay departure of the Vessel from a given point/place, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading/unloading berth until the Carrier determines it is safe for the Vessel to enter, to cancel carriage of the Goods pursuant to this bill of lading, to depart the loading berth with whatever Goods have been loaded aboard the Vessel, or with Shipper's consent to load the Goods at Shipper's expense at an alternative port. Carrier shall have the option at any time to wait at or off the unloading berth until termination of said disturbance or to discharge the Goods or a portion thereof at an alternative port, the next scheduled port of call or the loading port which discharge shall constitute complete delivery under this bill of lading.

8.A(1)
(Cont.)

**16. ICE AND WEATHER CLAUSE.**

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

**17. VALUATION AND LIABILITY FOR LOSS/DAMAGE.**

Neither Carrier nor the Vessel shall be liable in any event for any loss, damage, delay, misdelivery or failure to deliver with respect to the Goods in an amount exceeding $500.00 USD per Package or customary freight unit, unless a valuation higher than $500.00 per Package/customary freight unit is declared in writing by Shipper on delivery of the Goods to Carrier, with such valuation noted on the face of the bill of lading and ad valorem charges equal to ten percent (10%) of that portion of the declared higher valuation in excess of $500 per Package/customary freight unit are paid, in which event Shipper agrees that the value of the Goods shall not exceed such declared value for purposes of the elimination of liability provided for herein, and any partial loss or damage shall be adjusted pro rata on the basis of said valuation. Carrier shall in no event be responsible for indirect, special or consequential damages, whether resulting from negligence, unseaworthiness, breach of this agreement or otherwise, even if the possibility of such damages may have been foreseeable or Shipper had advised Carrier of the possibility of such damages. Carrier shall have the option of replacing any lost Goods and replacing or reconditioning any damaged Goods. In no event shall this paragraph operate to increase the Carrier's liability to an amount exceeding the Goods' market value at the port of discharge. No oral declaration or agreement shall be evidence of a value different from that provided herein.

**18. NOTICE OF LOSS OR DAMAGE – TIME/PLACE FOR SUIT.**

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier before or at the time of delivery of the Goods, or in the case of loss or damage not apparent at delivery within 3 days after such delivery, Goods shall be deemed to have been delivered as described in this bill of lading. Carrier shall not be liable for any loss or damage to the Goods unless written particulars of the loss or damage shall be received by the Carrier within thirty (30) days after receipt of the notice of loss or damage herein provided for. In any event Carrier shall be discharged from any liability unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered. All disputes arising under this bill of lading shall be determined in accordance with United States law. Any suit against the Carrier or Vessel for any cause of action under this bill of lading or the carriage of the Goods shall be filed only in the United States District Court for the District of Alaska, which court shall have exclusive jurisdiction of such suit.

8.A(1)
(Cont.)

**19. LUMBER, TIMBER, PLYWOOD, ETC.**

Neither Carrier nor the Vessel shall be responsible for stains, discoloration, checks, holes, chafing, breakage or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.

**20. NO VALUABLES.**

Shipper will not include valuables in any shipment subject to this bill of lading, including but not limited to, currency, deeds, drafts, notes or valuable papers of any kind; jewel or gemstones; U.S. mail, postage stamps or letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; revenue stamps; antiques, or other old, rare, or precious articles.

**21. FIRE.**

Neither Carrier nor Vessel shall be liable for any loss or damage to the Goods caused by means of any fire whatsoever and occurring at any time, whether before loading or on or after discharge from the Vessel, unless such fire shall have been caused by Carrier's design or neglect. The Carrier's liability, if any for any loss or damage to the Goods by reason of fire shall be determined under 46 U.S.C. §30504.

**22. LIEN.**

Carrier shall have a lien on the Goods, which right of lien shall survive delivery, for all unpaid Freight, charges, expenses and damages of any kind whatsoever, and any other amounts due to Carrier, including attorneys' fees and costs due incurred in establishing, preserving and/or recovering upon the lien. Carrier may enforce this lien by public or private sale and without notice. This lien is specifically extended to any Goods subsequently shipped by the Shipper with Carrier and not simply the Goods being shipped under the bill of lading.

**23. SUBCONTRACTING; EXTENSION OF DEFENSES AND LIMITATIONS.**

Carrier shall be entitled to subcontract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, lightering, handling and any duties whatsoever undertaken by Carrier in relation to the Goods. All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading or by COGSA or by any applicable statute for the benefit of the Vessel or Carrier, shall also apply to and for the benefit of the master, officers and crew of the Vessel and to and for the benefit of all corporations or business entities which are the parent of subsidiary to, affiliated with, or under the same management as Carrier, as well as all directors, officers, employees, and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or Carrier as employees, servants, agents, or contractors of Carrier (including without limitation, stevedores and terminal operators, or other independent contractor performing any of Carrier's obligations under the contract of carriage or acting as bailee of the goods) and the directors, officers, employees, servants, agents, and subcontractors of such parties.

**24. HEADINGS FOR CONVENIENCE.**

The headings of the above clauses are for the convenience at references only and shall not affect the interpretation of terms of this bill of lading.

8.A(1)
(Cont.)

**25. FURTHER AGREEMENTS.**

All prior agreements or freight engagements for the transportation of the Goods identified on the face of this bill of lading are superseded by this agreement.

It is specifically agreed that the carriage of Goods by Carrier hereunder is subject to all the terms and provisions of any applicable tariff published by Carrier on www.bowheadtransport.com and on file with the Surface Transportation Board; the terms of any such tariff are hereby incorporated herein as part of the terms and conditions of this bill of lading

**- END -**
**BILL OF LADING TERMS AND CONDITIONS**

| | |
|---|---|
| | 8.A(1) (Cont. and End) |
| **APPLICABILITY, EXECUTION AND ISSUANCE**<br><br>Carrier's bill of lading shall be applicable to all Goods received and transportation and related services provided by Carrier unless otherwise agreed in writing between Carrier and Shipper. The individual terms and conditions of Carrier's bill of lading are fully incorporated into this tariff as well as all transportation documentation (including freight invoice) issued by Carrier as if separately set forth herein and therein.<br><br>Shipper authorizes Carrier to execute/sign Bills of Lading on its behalf when neither Shipper nor Shipper's personnel are available to do such at the port/place and times the Goods are loaded aboard the Vessel. Delivery of the bill of lading to Shipper shall be deemed to have occurred at the port/place and time the Goods are loaded aboard the Vessel, the bill of lading is transmitted to Shipper, or upon execution of the bill of lading by Carrier/Shipper, whichever shall first occur. Carrier is authorized to transmit the bill of lading to Shipper by such means as Carrier believes most feasible under the circumstances, including personal delivery, courier, facsimile, e-mail or internet.<br><br>Carrier's bill of lading shall be deemed to have been issued for each Shipment upon commencement of the Voyage. | 8.B |
| **BILLS OF LADING OF OTHERS**<br><br>When Goods which have been directed to Carrier by Shipper are delivered to Carrier's terminal or Vessel and such Goods are accompanied by another party's (i.e. other than Carrier's) bill of lading or other transportation document, signature upon or stamping of such other documentation by Carrier's personnel shall have the effect only of acknowledging receipt of such Goods and not acceptance of the terms and conditions of such other bill of lading or transportation documentation, acceptance of such other documentation, or responsibility for freight and/or charges associated with the transportation of such Goods to Carrier. Carrier's tariff and bill of lading shall become applicable to such Goods concurrently with delivery to Carrier and shall thereafter solely govern the relationship between Shipper and Carrier with respect to such Goods. All Goods are received, and all transportation services are provided strictly subject to the terms and conditions of this tariff and Carrier's bill of lading. | 8.C |

| **PAYMENT PROVISIONS** | 9 |
|---|---|
| **PAYMENT OF FREIGHT AND OTHER CHARGES**<br><br>All freight and charges shall be paid to Carrier in U.S. dollars without offset, deduction or counterclaim and received at Carrier's office in Seattle, Washington on or before the due date identified herein. Unless otherwise separately and specifically stated herein, freight and charges shall be due and payable upon tender of the Goods to, or commencement of performance by, Carrier and in no event beyond delivery of the Goods by Carrier. In the event payment of freight and charges is not made when due, Carrier may retain the Goods and exercise its lien and all other legal rights whether set forth in this tariff and the bill of lading or otherwise. | 9.A |
| **QUOTATION OF ESTIMATED FREIGHT AND OTHER CHARGES**<br><br>If Carrier furnishes a quotation or estimate of freight or other charges, such estimate is a good faith approximation only and is not binding on the parties. Actual freight and other charges shall be calculated as set forth herein and shall be submitted to Shipper on the freight invoice. | 9.B |
| **FREIGHT INVOICE AND REVISIONS**<br><br>A freight invoice for the Goods shall be issued concurrently with the issuance of the bill of lading or as soon thereafter as Carrier is able to do so. The terms and conditions of this tariff, including the terms and conditions of the Carrier's bill of lading published in Item 8 shall apply to and be deemed incorporated into each freight invoice. Carrier may issue a revised freight invoice at any time based upon correct identification and classification of the Goods, correcting or revising weights and/or measure, and/or accrual of other charges pursuant to this tariff. Such revised freight invoices shall relate back to the date of the bill of lading applicable to such Goods. | 9.C |
| **FULLY EARNED**<br><br>Freight and all other charges shall be fully and irrevocably earned by Carrier upon tender of the Goods by Shipper to, or commencement of performance by, Carrier, whichever shall first occur and Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, whether the Vessel and/or Goods are lost or not lost or the Voyage is broken up, frustrated or abandoned. | 9.D |
| **PARTIES LIABLE**<br><br>The Shipper as defined herein to include the owner, Consignor and Consignee of the Goods and all others who may own or possess or have a right of claim by, through or with respect to the Goods shall be jointly and severally liable for payment of all freight and charges applicable to the Goods, notwithstanding any extension of credit by Carrier and/or delivery of the Goods prior to collection of full freight and charges. | 9.E |
| **BILL OF LADING – NOTATION**<br><br>In no event shall a notation upon the face of the Carrier's bill of lading indicate the status of payment or otherwise modify the terms and conditions of this tariff or the Carrier's bill of lading concerning payment of freight and/or charges. | 9.F |

| | |
|---|---|
| **INTEREST**<br><br>Interest at the rate of one and one-half percent (1.5%) per month shall accrue on all freight and charges from the issuance of the freight invoice until paid in full. Interest shall be simple, not compound. | 9.G |
| **LIEN**<br><br>Carrier shall have a lien upon all Goods for freight and charges due hereunder which shall survive delivery, which lien shall automatically extinguish upon full payment of all freight and charges. Furthermore, Shipper hereby grants Carrier an additional consensual lien upon all other Goods and/or personal property of anyone or any entity identified in the definition of Shipper which are or may come into the care, custody and/or control or physical possession of Carrier to secure payment of all freight and charges with respect to the Goods. Carrier may assert its foregoing lien rights at any time including withholding delivery of the Goods or other property until all freight and charges have been paid in full. | 9.H |
| **REMEDIES**<br><br>Carrier reserves all rights and remedies available to it by applicable law, this tariff or the bill of lading to collect all Freight and charges and to otherwise enforce any rights which it may have. Carrier's election of any specific right or remedy shall not foreclose, waive or estop Carrier from asserting any other right or remedy whether concurrently or sequentially.<br><br>Carrier may sell any or all Goods or other personal property identified in Rule 9.H, herein, to collect Freight or charges with respect to such Goods, by public or private sale, with or without notice to Shipper. Carrier may relocate Goods to be sold to any point/place where it believes the sale price for such Goods can be maximized. Proceeds of sale shall be allocated in the following priority: costs of sale; Carrier's legal fees and costs; Freight and charges on Goods for which sale has occurred; balance to the person/entity identified as the Shipper on the face of the bill of lading. | 9.I |
| **LEGAL FEES AND COSTS**<br><br>Carrier shall be entitled to collect from Shipper all legal fees and costs incurred with respect to the exercise of Carrier's rights and remedies to collect freight and charges on the Goods, regardless of whether litigation has been instituted. | 9.J |
| **CREDIT PRIVILEGES**<br><br>Credit privileges are available to qualifying Shippers upon application to and acceptance by the Carrier. The extension of credit privileges to Shipper shall be subject to Carrier's sole judgment and may be revoked, suspended or cancelled at any time and for any reason, or for no reason. Credit privileges shall apply in the following manner:<br><br>1. Shipper/consignee must be able to demonstrate their credit worthiness to the satisfaction of the Carrier.<br><br>2. To those qualified, Carrier may extend credit for a period not to exceed thirty (30) days from the date of the Carrier's Invoice, subject to suspension or cancellation for failure to keep the account on a current basis within the meaning of these rules and may charge interest on past due accounts. Interest may be charged at a rate of 1.5% per month on all accounts 30 days past due.<br><br>3. Shipper/Consignee, who has credit privileges suspended or cancelled, will be required to prepay all Freight charges as a condition of acceptance for carriage by Carrier. | 9.K |

## FREIGHT OVERCHARGE CLAIMS

9.L

### CONDITIONS PRECEDENT FOR OVERCHARGE CLAIMS,

9.L(1)

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

1. Shipper must contest the original invoice or revised/subsequent invoice within on hundred and eighty (180) days of its receipt thereof in order to have the right to contest such charges.

2. Suit against Carrier must be filed within eighteen (18) months after such claim accrues, or within three (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 six (6) months if Carrier rejects the claim and nine (9) months if Carrier has separately sued with respect to the same transportation service.

### FILING OF OVERCHARGE CLAIMS

9.L(2)

An overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise, shall not be paid unless filed in writing with the Carrier.

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

A. the same tariff issue or authority or circumstances.
B. single line service by the Carrier.

### DOCUMENTATION OF OVERCHARGE CLAIMS

9.L(3)

1. Overcharge claims shall be accompanied by sufficient information so as 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.

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

   A. the rate, classification, or commodity description or weight claimed to have been applicable.
   B. complete tariff authority for the rate, classification, or commodity description claimed.
   C. freight invoice payment information; and
   D. other documents or data which is believed by claimant to substantiate the basis for its claim.

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

4. Regardless of the provisions of paragraphs 1, 2, and 3 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 9.L(4) to obtain the additional information required.

5. 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.

| | |
|---|---|
| **INVESTIGATION OF OVERCHARGE CLAIMS**<br><br>1. Upon receipt of an overcharge claim, whether written or otherwise, the Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 9.L(5).<br><br>2. 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 9.L(8).<br><br>3. In the event Carrier requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written or electronically transmitted claim must be filed before the Carrier becomes subject to the time limits for settling such a claim under Item 9.L(7). | 9.L(4) |
| **RECORD OF OVERCHARGE CLAIMS**<br><br>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 9.L(6). 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. | 9.L(5) |
| **ACKNOWLEDGEMENT OF OVERCHARGE CLAIMS**<br><br>Upon receipt of a written or electronically transmitted claim, Carrier shall acknowledge its receipt in writing or electronically to the claimant within thirty (30) days of the date of receipt except when Carrier shall have paid or declined to pay, whether 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. | 9.L(6) |
| **DISPOSITION OF OVERCHARGE CLAIMS**<br><br>The Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt by Carrier, except where the claimant and Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If 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. | 9.L(7) |

| | |
|---|---|
| **UNIDENTIFIED PAYMENTS**<br><br>Carrier has an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which to properly apply such a payment, it shall notify the payor of the unidentified payment within sixty (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 ninety (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 ninety (90) day period, the regular claims procedure under this part shall be applicable.<br><br>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.<br><br>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 ninety (90) day period the regular claims procedure shall be applicable.<br><br>Upon Carrier's receipt of information from the payor, Carrier shall, within fourteen (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. | 9.L(8) |
| **LOSS / DAMAGE** | 10 |
| **CARGO INSURANCE**<br><br>Carrier does not provide insurance to Shipper for the Goods being transported. Carrier’s liability for loss or damage to Goods is set forth in Items 10.B to 10.D below, as well as Carrier’s bill of lading, Item 8, herein. | 10.A |

**LIABILITY FOR GOODS** 10.B

The liability of Carrier, if any, for loss, damage, delay, misdelivery and failure to deliver with respect to the Goods will be determined in accordance with the Carriage of Goods by Sea Act ("COGSA") and the terms of the Bill of Lading. The liability of Carrier, if any, will be in an amount equal to the lessor of either:

(1) the fair market value of the Goods at the point/place of discharge, or
(2) $500.00 per Package or Customary Freight Unit (CFU.)

The Shipper may increase the liability of Carrier above $500.00 per Package or Customary Freight Unit (CFU,) by declaring a higher value for the Goods (Ad Valorem) under the terms of Item 10.C, below.

Under COGSA, Carrier has no liability whatsoever for loss or damage caused by unseaworthiness of the Vessel, not due to a failure by Carrier to exercise due diligence, error in the navigation or management of the Vessel, fire not caused by the actual fault or privity of Carrier, perils of the sea, Act of God, act of war, act of public enemies, arrest or restraint of princes, seizure under legal process, quarantine restrictions, act or omission of Shipper, strikes or restraint of labor, riots and civil commotions, saving or attempting to save life or property at sea, wastage in bulk or weight, inherent defect or quality or vice of the Goods, insufficiency of packing, insufficiency or inadequacy of marks, latent defects not discoverable by Carrier's diligence, or any other cause arising without the actual fault and privity of Carrier and without the fault or neglect of the agents or servants of Carrier.

**VALUATION AND DECLARATION OF HIGHER VALUE (AD VALOREM)** 10.C

1. Statement of valuation:

   When required in connection with the freight rates named in particular rules, requested by Shipper, or otherwise, a declared valuation regarding Goods tendered for transportation services must be written on the face of the bill of lading and signed by Shipper at the time of initial receipt of the Goods by Carrier.

2. Ad Valorem Declaration:

   Shippers may, at their option, take advantage of a higher valuation of Goods through the additional charges provided in Paragraph C of this rule. Such declaration of higher valuation (Ad Valorem) must be made upon the initial receipt of Goods by the Carrier through writing on the face of the bill of lading, signed and agreed to by both Shipper and Carrier.

   Unless Shipper specifically declares a higher value for the Goods, as above, and the Ad Valorem Charge provided in section 3 of this Item is paid accordingly, it shall be deemed that the Shipper has not elected a higher value and accepts the liability limitations provided by this tariff and all terms of Carrier's bill of lading as to limitation of value, liability or otherwise.

3. Ad Valorem Charge:

   Except as otherwise provided in this tariff, Ad Valorem Shipments complying with the requirements of paragraph B, above, shall be assessed an Ad Valorem Charge computed to be ten percent (10%) of that portion of the declared higher valuation in excess of $500 per Package or Customary Freight Unit (CFU.) The Ad Valorem Charge will be in addition to all other rates and charges herein.

**VALUATION OF NON-COMMERCIAL GOODS** 10.D

The following Goods are non-commercial and have values which are either indeterminate or difficult for Shipper to establish. Consequentially, for purposes of loss/damage involving such Goods and in lieu of any declared valuation, they shall be valued as follows:

| Commodity Item | Description | Released Valuation |
|---|---|---|
| 1230 | Household Goods | $0.88 per LB |
| 1230 | Emigrant's Moveables | $0.88 per LB |
| 1230 | Personal Items | $0.88 per LB |

**LIABILITY FOR CARRIER'S EQUIPMENT IN SHIPPER'S/CONSIGNEE'S POSSESSION** 10.E

When Carrier-owned Equipment is removed from Carrier's premises, whether in the possession of Shipper in the case of Equipment offered for SLC loading or the Consignee in the case of Equipment discharged from a Vessel, the Shipper, Consignee or their agent shall be responsible for, and shall indemnify and hold harmless (including legal fees and costs) Carrier of and from, any claim, expense, liability and/or suit arising out of or relating to:

A. the bodily injury, illness and/or death of any personnel utilized by Shipper in connection with the Equipment, including drivers, helpers, loaders and all other employees, howsoever caused.

B. loss/damage to any type of personal property (whether owned, leased and/or interchanged) utilized by Shipper in connection with the Equipment, howsoever caused.

C. loss/damage to Equipment of Carrier in Shipper's care, custody and control pursuant to this agreement, howsoever caused; and,

D. all other loss, damage, expense, fine, penalty, claim, liability and suit arising out of or relating to Shipper's use or custody of the Equipment, to the extent of Shipper's proportionate legal fault.

In furtherance of the foregoing, Shipper shall waive any immunity from suit and exclusivity of remedy afforded by any workers compensation or similar law.

## LOSS/DAMAGE CLAIMS

10.F

### CONDITIONS PRECEDENT TO LOSS/DAMAGE CLAIMS

10.F(1)

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

1. The Goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted on Carrier's copy of the bill of lading and/or delivery receipt or the Goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.

2. In the event of loss or damage which would not be ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the Goods must be given to Carrier within three (3) days of delivery, after which time with no such notice having been 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 three (3) 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 thirty (30) days of delivery, the date by which the Goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.

6. Any suit against Carrier must be filed within one (1) year following date of delivery of the Goods or date which the Goods should have been delivered. Such suit must be brought against Carrier in the state or federal district court located in Seattle, Washington, with the substantially prevailing party entitled to recover its legal fees and costs.

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.

**FILING OF LOSS/DAMAGE CLAIMS**

10.F(2)

A claim for loss or damage to Goods, including injury, delay, shortage, or misdelivery 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 applicable 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 Carrier for an uncertain amount, such as "$100 more or less," the Carrier shall determine the condition of the Goods involved at the time of delivery, if they were 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 in the investigation of a claim it is discovered that one or more other carriers have been presented with a similar claim on the same Goods, 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.

**ACKNOWLEDGEMENT OF LOSS/DAMAGE CLAIMS** 10.F(3)

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.

**INVESTIGATION OF LOSS/DAMAGE CLAIMS** 10.F(4)

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 have not been invoiced to the 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 have not been received from any other source.

| | |
|---|---|
| **DISPOSITION OF LOSS/DAMAGE CLAIMS**<br><br>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 one hundred and twenty (120) days after receipt of the claim by the Carrier; Provided, however, that, if the claim cannot be processed and disposed of within one hundred and twenty (120) days after the receipt thereof, Carrier shall at that time and at the expiration of each succeeding sixty (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. | 10.F(5) |

# PART I

# END

# PART II

# COMMODITIES AND FREIGHT RATES

**SEE PART I**
**FOR RULES AND TERMS OF SERVICE**

# COMMODITIES INDEX


| ITEM | COMMODITY NAME | PAGE NO. |
|---|---|---|
| 3100 | BEVERAGES | 58 |
| 3130 | BOATS | 58 |
| 3720 | EMPTY BOAT TRAILERS | 59 |
| 3200 | BUILDING MATERIALS, MISC. | 59 |
| 3460 | BUILDING, HOUSES OR MODULAR UNITS | 60 |
| 3410 | BULK PRODUCT, GAS, COMPRESSED | 60 |
| 3205 | BULK PRODUCTS, LIQUID | 61 |
| 3250 | CHEMICALS AND COMPOUNDS | 61 |
| 3270 | CONTAINERS: PLASTIC, RUBBER, CARDBOARD, WOODEN OR STEEL AND OTHER ARTICLES | 62 |
| 3271 | CONTAINERS, SHIPPER OWNED, EMPTY | 62 |
| 3290 | DEPARTMENT STORE MERCHANDISE | 63 |
| 3370 | DRY FREIGHT, NOS | 63 |
| 3300 | ELECTRICAL EQUIPMENT | 64 |
| 3010 | FERTILIZERS, HORTICULTURAL ITEMS | 64 |
| 3430 | FOODSTUFFS, GROCERIES | 65 |
| 3370 | FREIGHT ALL KINDS | 65 |
| 3390 | FURNITURE | 66 |
| 3450 | HOUSEHOLD GOODS LOADED TO UTILITY TRAILERS | 66 |
| 3451 | HOUSEHOLD GOODS IN LIFT VANS | 66 |
| 3452 | HOUSEHOLD GOODS, IN LOOSE OR MIXED LOOSE/MIXED LIFT VAN CONTAINER LOADS | 67 |
| 3520 | MACHINERY, OTHER THAN SELF-PROPELLED, CONTAINERIZED | 67 |
| 3521 | MACHINERY, OTHER THAN SELF-PROPELLED, LOADED TO PLATFORMS | 68 |
| 3522 | MACHINERY, SELF-PROPELLED, RUBBER-TIRED OR CRAWLER TYPE | 69 |
| 3010 | NURSERY STOCK | 70 |
| 3690 | TANKS, EMPTY, NOS | 70 |
| 3720 | EMPTY FREIGHT TRAILERS | 70 |
| 3721 | TRAVEL TRAILERS, MODULAR OR MOBILE HOMES, TOWABLE | 71 |
| 3742 | VEHICLE ATTACHMENTS | 71 |
| 3740 | VEHICLES, EXCEEDING 22’ IN OVERALL LENGTH AND NOT EXCEEDING 8’ 6” IN OVERALL WIDTH | 71 |
| 3741 | VEHICLES, EXCEEDING 22’ IN OVERALL LENGTH, LOADED WITH FREIGHT | 72 |
| 3080 | VEHICLES, MOTOR | 72 |
| 3760 | NON RCRA WASTE, HOUSEHOLD WASTE, CONSTRUCTION DEBRIS, ASBESTOS WASTE OR REGULATED MEDICAL WASTE | 73 |
| 3900 | FISH OIL OR MEAL | 73 |
| 3761 | RCRA HAZARDOUS WASTE, LIQUIDS: AS SO DESIGNATED BY THE EPA INCLUDING POLYCHLORINATED BIPHENYLS (PCB) | 73 |
| 3762 | RCRA HAZARDOUS WASTE, SOLIDS: AS SO DESIGNATED BY THE EPA, INCLUDING SOIL | 74 |
| 3680 | SCRAP, BALED, SPECIFICALLY FOR RECYCLING | 74 |
| 3763 | SOLID WASTE, NON RCRA FOR RECLAMATION OR DISPOSAL IN BULK BAGS OR SHIPPER PROVIDED BULK CONTAINERS | 74 |

**UIC BOWHEAD TRANSPORT, LLC**
6700 Arctic Spur Road, Anchorage, AK 99518
Telephone: (800) 347-0049

# COMMODITIES

## FREIGHT, CHARGES AND PARTICULARIZED TERMS BY INDIVIDUAL COMMODITIES

| **BEVERAGES** | | | | | **3100** |
|---|---|---|---|---|---|
| DETAILS: | Juices/Beverages<br>Liquor/Beverages/Beer/Coolers/Wine | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' Container | $4,734.00 | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' Container | $1,672.00 | | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | | | |
| EXCEPTIONS: | None | | | | |
| NOTES: | None | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **BOATS** | | | | | **3130** |
|---|---|---|---|---|---|
| DETAILS: | Boats or Boats on trailers, not exceeding 40' in length | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | AQ | -- | $196.00 | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | AQ | -- | $114.00 | | |
| PACKAGING: | Shipper must furnish necessary skids, cradles, chocks, crates or other devices necessary to insure safe handling.<br><br>Sail boats must have masts dismounted and securely fastened to the deck; masts must not project past ends or sides of boat. | | | | |
| EXCEPTIONS: | Overlength surcharge shall not apply. | | | | |
| NOTES: | Rates are in dollars and cents per linear foot.<br><br>Length will be determined by measuring the extreme length of the unit shipped, including trailer, masts secured to the unit and/or any device used to ensure safe handling. This rate applies to boats not exceeding 40' in length. | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **EMPTY BOAT TRAILERS** | | | | | **3720** |
|---|---|---|---|---|---|
| DETAILS: | Empty boat trailers not exceeding 8' 6" in width, SU, NOS, Nested or not nested | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | AQ | -- | $134.00 | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | AQ | -- | $68.00 | | |
| PACKAGING: | None | | | | |
| EXCEPTIONS: | None | | | | |
| NOTES: | Rates are in dollars and cents per linear foot.<br>The longest point of the trailer will be used for measurement including any attached accessories.<br>Rates apply to trailers not exceeding 53' in overall length. Trailers exceeding 53' will be considered on a case-by-case basis. | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **BUILDING MATERIALS, MISC.** | | | | | **3200** |
|---|---|---|---|---|---|
| DETAILS: | Building Materials, misc., NOS,<br>Viz:<br>Building Metal Work<br>Building Woodwork, NOS Viz.: ceiling panels; doors, flooring, door or window frames, finished woodwork, molding, window or door screens, window shitters; siding, stepping, trimming, etc.<br>Electrical components, for building, NOS, Viz.: electrical hardware, electric cable, electric wire, electrical conduit<br>Erosion control, Viz.: geotextile or geomembrane fabric, NOS<br>Fencing, wood, iron or steel<br>Film, plastic or rubber, other than expanded, in rolls or folded flat<br>Glass, flat, not bent, 220 united inches or less, NOS<br>Hardware, for use in construction<br>Tools, for use in building, NOS<br>Plumbers' materials, for use in building, NOS | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' Container | $4,241.00 | | |
| SOUTHBOUND RATES | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' Container | $1,652.00 | | |
| PACKAGING: | Packaged, loaded and/or unitized as in Item 6.G. | | | | |
| EXCEPTIONS: | None | | | | |
| NOTES: | None | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **BUILDING, HOUSES OR MODULAR UNITS** | | | | **3460** |
|---|---|---|---|---|
| DETAILS: | Buildings, Houses or Modular Units, House Trailers, Mobile Homes, SU or SU in sections, with or without wheels | | | |
| **A. Units with permanent axles and/or wheels attached, with steel frames.** | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | NX 42' L, NX 14' W (Rate in Dollars per Linear Foot, Max Wt. 35,000) | $215.00 | |
| | AQ | NX 72' L, NX 14' W (Rate in Dollars per Linear Foot, Max Wt. 35,000) | $349.00 | |
| SOUTHBOUND RATES: | AQ | NX 42' L, NX 14' W (Rate in Dollars per Linear Foot, Max Wt. 35,000) | $129.00 | |
| | AQ | NX 72' L, NX 14' W (Rate in Dollars per Linear Foot, Max Wt. 35,000) | $212.00 | |
| **B. Units without permanent axles and/or wheels attached, without steel frames** | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | Rate in Dollars per Square Foot (Max Wt. 35,000) | $32.56 | |
| SOUTHBOUND RATES | BASIS | MINIMUM | SEWARD | |
| | AQ | Rate in Dollars per Square Foot (Max Wt. 35,000) | $19.53 | |
| PACKAGING: | Prepared for forklift handling and open deck transportation under Item 6.E and under any applicable provisions of Item 6.H. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Goods under this commodity Item containing more than factory installed or permanently mounted equipment and/or exceeding 35,000 pounds each will be accepted on a case-by-case basis.<br><br>Cargo exceeding 14' in width will be considered on a case-by-case basis.<br><br>Measurement: The square feet of area occupied shall be determined by measuring the width at the widest point (including eaves and/or any other appurtenance) and by measuring the length at the longest point (including eaves, towing tongue and/or any other appurtenance).<br><br>Liability: Carrier will not be liable for damage due to mechanical, frame or structural deficiencies inherent in such Goods when tendered for transportation services herein. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **BULK PRODUCT, GAS, COMPRESSED** | | | | **3410** |
|---|---|---|---|---|
| DETAILS: | Bulk product, Gas, Compressed, in Shipper provided Bulk ISO Tank Containers | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' TANK | $9,169.00 | |
| PACKAGING: | In Bulk ISO Tanks | | | |
| EXCEPTIONS: | Provisions of Item 5.K do not apply. | | | |
| NOTES: | Rates are listed in dollars and cents per tank. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **BULK PRODUCTS, LIQUID** | | | | **3205** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Antifreeze<br>Fertilizer<br>Liquid Asphalt<br>Oil Well Drilling Compounds<br>Petroleum Products | | | |
| NOERTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' TANK | $7,350.00 | |
| PACKAGING: | In Bulk ISO Tanks | | | |
| EXCEPTIONS: | Provisions of Item 5.K do not apply. | | | |
| NOTES: | Rates are listed in dollars and cents per tank. | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

| **CHEMICALS AND COMPOUNDS** | | | | **3250** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Chemicals and Compounds<br>Chemicals, Cleaning, scouring<br>Compounds, ammonia, cleaning<br>Compounds, mud<br>Compounds, paving<br>Detonators/Igniters/Squibs<br>Fracking Sand,<br>Gas/Gas Mixture/Liquids<br>Oil Absorption Compounds<br>Pellets, shot or spheres<br>Petroleum Oils/Grease<br>Salt, other than for human consumption<br>Samples/Well Drilling Core | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $4,549.00 | |
| | | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $2,158.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates apply only to items not fit for human consumption. | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

| **CONTAINERS: PLASTIC, RUBBER, CARDBOARD, WOODEN OR STEEL AND OTHER ARTICLES** | | | | **3270** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Beads or Pellets, Styrofoam<br>Blankets, furniture<br>Boxes, cardboard, wooden, KD, SU<br>Cans, metal, Viz: Can ends or tops<br>Cans, metal, collapsed, in packages<br>Cans, metal, SU, nested solid<br>Copy Paper<br>Drums, Dumpsters<br>Dunnage, rubber, inflatable<br>Empty Bottles<br>Lift Vans, KD, wooden, new or used<br>Newsprint<br>Pads or Padding, packing or<br>Shipping Pallets<br>Paper Bags or Paper Wrapping<br>Plastic Sheeting<br>Poly Styrofoam Boxes<br>Printed Matter<br>Rubber Mulch<br>Salt, destined to seafood processing plants<br>Tape, Tags, Telephone Books | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $3,957.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $1,978.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **CONTAINERS, SHIPPER OWNED, EMPTY** | | | | **3271** |
|---|---|---|---|---|
| DETAILS: | Containers, Shipper Owned, Empty, With or Without Fork Pockets | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $2,448.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $1,587.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **DEPARTMENT STORE MERCHANDISE** | | | | **3290** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Athletic/Sporting Goods, Battery Cells<br>Bicycles/Tricycles/Unicycles/Wagons/Wheels<br>Blackboards/Chalkboards/Pegboards<br>Boots/Shoes/Footwear<br>Cigars/Cigarettes<br>Cloth/Fabric<br>Clothing/Aprons/Coveralls/Lab coats<br>Dental, Hospital or Medical Supplies<br>Disposable Flatware/Disposable Dishes<br>Exhibits/Antiques<br>Face Masks/Shields/Filters<br>Filter/Air cleaner/Skimmer/Coffee Filter<br>Fire Extinguishers<br>Framed Sash<br>Games/Toys<br>Glassware<br>Goggles/Eye Wash Fixtures<br>Hardware<br>Lamps/Bulbs<br>Large or Small Appliances for household use only<br>Medicine/Vitamins<br>Office Supplies<br>Piano/Organ/Keyboard/Synthesizer<br>Restaurant Kitchen Equipment<br>Safes<br>Stoves/Ranges<br>Targets<br>Tires<br>Wheels, truck, tractor, motor vehicle<br>Wheelbarrows | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $4,894.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $1,672.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **DRY FREIGHT, NOS** | | | | **3370** |
|---|---|---|---|---|
| DETAILS: | Dry Freight, NOS | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $6,021.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $3,813.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **ELECTRICAL EQUIPMENT** | | | | | **3300** |
|---|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Automatic data processing printers and related equipment to include readers and punches<br>Computers, components and parts, with a retail value not exceeding $20.00 per pound<br>Control panels and processors<br>Electrical equipment, NOI<br>Electrical Generators<br>Electron microscope equipment<br>Machines, Systems or Devices<br>Portable electronic testing or laboratory facilities, including fluoroscopic or X-ray equipment and other measuring or recording devices<br>Radio and television receiving equipment<br>Radio and television transmission equipment<br>Solar Panels<br>Switching gear and converger equipment<br>Telephone and telegraph equipment and materials and supplies used in the construction and maintenance of telephone and telegraph systems | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' CONTAINER | $5,581.00 | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' CONTAINER | $2,829.00 | | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | | |
| EXCEPTIONS: | None | | | | |
| NOTES: | Does not apply to household items. | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **FERTILIZERS, HORTICULTURAL ITEMS** | | | | | **3010** |
|---|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Animal Feed,<br>Fertilizing Compounds, dry or liquid, in packages or barrels,<br>Fuel/Wood/Bricks/Pellets,<br>Hay/Straw,<br>Lime,<br>Potting Soil | | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | | |
| | CL | 20' CONTAINER | $4,455.00 | | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | | |
| EXCEPTIONS: | None | | | | |
| NOTES: | None | | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N | |

| **FOODSTUFFS, GROCERIES** | | | | **3430** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Groceries/Foodstuff<br>Aluminum Foil<br>Bars/Granola<br>Beans<br>Beverages/Foods/Canned Foods<br>Bouillon<br>Chips/Puffs/Sticks/Twists/Skins<br>Coating/Seasoning<br>Cocoa<br>Coffee/Tea Extract<br>Coffee<br>Cones<br>Cookies/Crackers<br>Cooking Oil<br>Dry Foods<br>Extracts<br>Flour/Grain/Meal<br>Foodstuff<br>Herbs<br>Mixes<br>Popcorn<br>Potatoes<br>Rice<br>Spices<br>Sugar<br>Table Salt<br>Yeast | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $4,894.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **FREIGHT ALL KINDS** | | | | **3370** |
|---|---|---|---|---|
| DETAILS: | Freight All Kinds | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $5,724.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $3,626.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Shipper must load, properly stow, brace and secure the lading.<br>The shipper shall not in any case load the equipment to exceed its legal carrying capacity.<br>Rates published in this item will not apply when the weight of any one article in container exceeds fifty percent (50%) of the total weight loaded therein. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **FURNITURE** | | | | **3390** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Furniture, KD<br>Furniture, SU<br>Mattresses | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' CONTAINER | $4,894.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **HOUSEHOLD GOODS LOADED TO UTILITY TRAILERS** | | | | **3450** |
|---|---|---|---|---|
| DETAILS: | Household Goods loaded to utility trailers, NX 8' 6" in overall width, SU, NOS | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | Rate in Dollars per Linear Foot | $202.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | Rate in Dollars per Linear Foot | $125.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates are stated per linear foot or fraction thereof. The longest points of the vehicle will be used for measurement including any attached accessories.<br><br>Rates do not apply on trailers designed to be towed using a fifth-wheel system. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **HOUSEHOLD GOODS IN LIFT VANS** | | | | **3451** |
|---|---|---|---|---|
| DETAILS: | Household Goods in lift vans, in straight loads only | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' Container (Max. Wt. 9,300 lbs.) | $4,163.00 | |
| PACKAGING: | Packaged, loaded and/or unitized as in Item 6.G. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | When weight of container exceeds maximum weight shown, an additional overweight charge of $44.87 per one hundred pounds will be assessed.<br><br>Rates apply to shipments transported in shipper owned lift vans. A lift van is defined as an approved, wooden, industry standard moving and storage type shipping container. Shipper must load cargo to lift van and consignee must unload cargo from lift van. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **HOUSEHOLD GOODS, IN LOOSE OR MIXED LOOSE/MIXED LIFT VAN CONTAINER LOADS** | | | | **3452** |
|---|---|---|---|---|
| DETAILS: | Household Goods, in loose or mixed loose/mixed lift van container loads | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' Container (Max. Wt. 10,00 lbs.) | $4,259.00 | |
| PACKAGING: | Packaged, loaded and/or unitized as in Item 6.G. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | When weight of container exceeds maximum weight shown, an additional overweight charge of $44.87 per one hundred pounds will be assessed.<br><br>Rates apply to shipments transported in shipper owned lift vans. A lift van is defined as an approved, wooden, industry standard moving and storage type shipping container. Shipper must load cargo to lift van and consignee must unload cargo from lift van.<br><br>Rates are based on Shipper load and count, Consignee unload shipments only. Carrier will not provide transloading services. | | | |
| | | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' Container (Max. Wt. 10,00 lbs.) | $1,854.00 | |
| PACKAGING: | Packaged, loaded and/or unitized as in Item 6.G. | | | |
| EXCEPTIONS: | NONE | | | |
| NOTES: | When weight of container exceeds maximum weight shown, an additional overweight charge of $29.09 per one hundred pounds will be assessed.<br><br>Rates are based on Shipper load and count, Consignee unload shipments only. Carrier will not provide transloading services. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **MACHINERY, OTHER THAN SELF-PROPELLED, CONTAINERIZED** | | | | **3520** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Air Coolers/Air Conditioners/Air Handlers<br>Airplane Parts/Engine<br>Amusement Rides, Amusement Ride Vehicles<br>Augers/Bits<br>Auto Parts Group, Auto body Parts<br>Commercial Appliances<br>Drilling Machine<br>Extruding/Forging/Stamping<br>Mixers<br>Pumps/Pump Motors<br>Seafood Processing Equipment<br>Shafts<br>Snow Machines/Vehicles<br>Snowplow, Snow Removal<br>Tracks/Edge/Machinery<br>Transformers<br>Turbines | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' Container | $5,409.00 | |
| | | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | 20' Container | $2,755.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

## MACHINERY, OTHER THAN SELF-PROPELLED, LOADED TO PLATFORMS

**3521**

**DETAILS:**

Commodity Viz List:
Air Coolers/Air Conditioners/Air Handlers
Airplane Parts/Engine
Amusement Rides, Amusement Ride Vehicles
Augers/Bits
Auto Parts Group, Auto body Parts
Commercial Appliances
Drilling Machine
Extruding/Forging/Stamping
Mixers
Pumps/Pump Motors
Seafood Processing Equipment
Shafts
Snow Machines/Vehicles
Snowplow, Snow Removal
Tracks/Edge/Machinery
Transformers
Turbines

**NORTHBOUND RATES:**

| BASIS | MINIMUM | SEWARD |
|---|---|---|
| AQ | 20′ Platform | $5,443.00 |

**SOUTHBOUND RATES:**

| BASIS | MINIMUM | SEWARD |
|---|---|---|
| AQ | 20′ Platform | $3,266.00 |

**PACKAGING:** Loaded and/or unitized as in Item 6.E.

**EXCEPTIONS:** None

**NOTES:**

When a shipment exceeds the length of the shipping platform by six inches or more, the shipment will be subject to an additional per linear foot charge of $182.00 for any northbound shipment and $110.00 for any southbound shipment.

When a shipment exceeds 87′ 6″ in overall width, the shipment will be subject to the following additional surcharge:

| Overall Width | | |
|---|---|---|
| Over | But Not Over | Surcharge |
| 8′ 6″ | 9′ | 0% |
| 9′ | 10′ | 5% |
| 10′ | 11′ | 7% |
| 11′ | 12′ | 9% |
| 12′ | 13′ | 14% |
| 13′ | 13′ 6″ | 21% |
| 13′ 6″ | 15′ | 28% |
| 15′ | -- | -- |

On shipments exceeding 15′ in overall width, add an additional 12% surcharge for each incremental foot over 15′.

Rates do not apply to crawler or rubber-tired machinery capable of being rolled on or off Carrier's vessel.

**EFFECTIVE:** January 1, 2025 **REVISION:** N

## MACHINERY, SELF-PROPELLED, RUBBER-TIRED OR CRAWLER TYPE

**3522**

| | | | |
|---|---|---|---|
| DETAILS: | Machinery, self-propelled, rubber-tired or crawler type | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD |
| | AQ | (1) Rate in Dollars per Linear Foot (Max Wt. 40,000 lbs.) | $185.00 |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD |
| | AQ | (2) Rate in Dollars per Linear Foot (Max Wt. 40,000 lbs.) | $111.00 |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | |
| EXCEPTIONS: | See notes below. | | |

NOTES:

(1) Machines weighing over 40,000 lbs. shall be subject to an additional charge of $14.90 per hundredweight for the portion exceeding 40,000 lbs.

(2) Machines weighing over 40,000 lbs. shall be subject to an additional charge of $8.84 per hundredweight for the portion exceeding 40,000 lbs.

Rates apply only on Crawler-Type or Rubber-Tired machinery or machinery capable of being driven on and driven off Carrier's vessel under their own power, and not loaded to trailers. (See Item 2686 for rates for tow-away or trailer mounted machines or machinery).

Self-propelled machinery requiring loading to the deck of Carrier's vessel will move on a space available basis only.

Over-dimensional articles moving under this item require the approval of Carrier's operations department prior to movement.

If through no fault of the Carrier, crawler-type or rubber-tired machinery or machines are inoperable, the charges in Item 5.J (Over-dimension, Heavy or Bulky Freight) shall apply. If cargo cannot be lifted by equipment normally available at Carrier's terminal, Carrier will contract for outside services and charges for lift on/lift off will be negotiated between Carrier and Shipper or Consignee.

EXCEPTION to Item 5.J, paragraph 2: Overwidth shipments. When any portion of the cargo exceeds 8 feet in width, the following charges, shown as a percentage of the applicable commodity rate or minimum charge, shall apply for shipments with:

| Overall Width | | |
|---|---|---|
| Over | But Not Over | Surcharge |
| 8′ 6″ | 9′ | 0% |
| 9′ | 10′ | 10% |
| 10′ | 11′ | 14% |
| 11′ | 12′ | 18% |
| 12′ | 13′ | 28% |
| 13′ | 13′ 6″ | 42% |
| 13′ 6″ | 15′ | 56% |
| 15′ | -- | -- |

When cargo exceeds 15′ in overall width, an additional surcharge of 12% will apply for each incremental foot over 15′.

Exception to Item 5.J, paragraph 3, overheight charges begin at 14′ high.

| | | | |
|---|---|---|---|
| EFFECTIVE: | January 1, 2025 | REVISION: | N |

| **NURSERY STOCK** | | | | **3010** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Florist/Nursery Stock<br>Flower or Garden<br>Orchid Plants<br>Peony Roots<br>Plants<br>Tree/Shrubs/Vines<br>Vegetable Plants | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container | $4,985.00 | |
| PACKAGING: | Packaged, loaded and/or unitized as in Item 6.G. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **TANKS, EMPTY, NOS** | | | | **3690** |
|---|---|---|---|---|
| DETAILS: | Tanks, Empty, NOS | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container | $3,957.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container | $1,978.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Tanks that exceed the dimensions of the equipment to which it is loaded shall be subject to Overdimension charges as per Item 5.J. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **EMPTY FREIGHT TRAILERS** | | | | **3720** |
|---|---|---|---|---|
| DETAILS: | Empty freight trailers not exceeding 8' 6" in overall width, road legal empty freight trailers, NOS | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $135.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $68.00 | |
| PACKAGING: | Loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates are in dollars per linear foot or fraction thereof. The longest points of the vehicle will be used for measurement including any attached accessories.<br><br>Rates apply only on trailers not exceeding 53' in overall length. Trailers exceeding this length will be accepted on a case-by-case basis. Additional charges may apply. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **TRAVEL TRAILERS, MODULAR OR MOBILE HOMES, TOWABLE** | | | | **3721** |
|---|---|---|---|---|
| DETAILS: | Empty freight trailers not exceeding 8′ 6″ in overall width, road legal empty freight trailers, NOS | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $195.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $112.00 | |
| PACKAGING: | Prepared for forklift handling and open deck transportation under Item 6.E and under any applicable provisions of Item 6.H. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates are in dollars per linear foot or fraction thereof. The longest points of the vehicle will be used for measurement including any attached accessories.<br><br>Modular units must have all doors and windows covered with plywood. Units received with plastic covered outside walls will not be accepted unless openings are securely covered first with plywood or similar substantial material. Carrier will not be responsible for any damage caused by wind, weather, or acts of God. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **VEHICLE ATTACHMENTS** | | | | **3742** |
|---|---|---|---|---|
| DETAILS: | Campers, slide in, pickup canopies or shells | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | Length not exceeding 16′ OAL, rate per linear foot | $214.00 | |
| | CL | 20′ Platform | $3,903.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Linear foot rates are in dollars and cents per linear foot.<br><br>Platform rates are in dollars and cents per platform. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **VEHICLES, EXCEEDING 22′ IN OVERALL LENGTH AND NOT EXCEEDING 8′ 6″ IN OVERALL WIDTH** | | | | **3740** |
|---|---|---|---|---|
| DETAILS: | Road legal vehicles | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $181.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $108.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates are stated per linear foot or fraction thereof. The longest points of the vehicle will be used for measurement including any attached accessories.<br><br>Rates apply only on vehicles not exceeding 53' in overall length. Vehicles exceeding this length will be reviewed on a case-by-case basis. Additional charges may apply.<br><br>Vehicles rated under this item must be self-propelled road legal vehicles. Self-propelled vehicles that are not road legal shall be rated under Item 3052 of this tariff.<br><br>If through no fault of the Carrier, vehicle is inoperable and/or if vehicle is received containing more than ¼ tank of fuel, charges as shown in Item 5.Q(3) will be assessed. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

## VEHICLES, EXCEEDING 22' IN OVERALL LENGTH, AND NOT EXCEEDING 8'6" IN OVERALL WIDTH SU, NOS, LOADED WITH FREIGHT

**3741**

| | | | | |
|---|---|---|---|---|
| DETAILS: | Road legal vehicles loaded with freight | | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $223.00 | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | AQ | -- | $142.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates are stated per linear foot or fraction thereof. The longest points of the vehicle will be used for measurement including any attached accessories.<br><br>Rates apply only on vehicles not exceeding 53' in overall length. Vehicles exceeding this length will be reviewed on a case-by-case basis. Additional charges may apply.<br><br>Vehicles rated under this item must be self-propelled road legal vehicles. Self-propelled vehicles that are not road legal shall be rated under Item 3052 of this tariff.<br><br>If through no fault of the Carrier, vehicle is inoperable and/or if vehicle is received containing more than ¼ tank of fuel, charges as shown in Item 5.Q(3) will be assessed.<br><br>The following articles may NOT be shipped under the provisions of this Item: Hazardous Materials, Items of Extraordinary Value, Goods Shipped for Sale or Speculation, or Firearms. | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

## VEHICLES, MOTOR

**3080**

| | | | |
|---|---|---|---|
| DETAILS: | Road legal passenger vehicles | | |
| NORTHBOUND RATES: | BASIS | MINIMUM | SEWARD |
| | AQ | NX 260" LONG OR 68" HIGH | $1,542.00 |
| | AQ | NX 260" LONG OR 84" HIGH | $1,992.00 |
| | AQ | NX 273" LONG OR 84" HIGH | $3,012.00 |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD |
| | AQ | NX 260" LONG OR 68" HIGH | $1,217.00 |
| | AQ | NX 260" LONG OR 84" HIGH | $1,492.00 |
| | AQ | NX 273" LONG OR 84" HIGH | $1,922.00 |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | |
| EXCEPTIONS: | None | | |
| NOTES: | Rates are in dollars and cents per vehicle.<br><br>Autos may not exceed the Gross Vehicle Weight Rating (GVWR) as specified by the manufacturer.<br><br>Vehicles rated under this item must be self-propelled road legal vehicles. Self-propelled vehicles that are not road legal shall be rated under Item 3052 of this tariff.<br><br>The following articles may NOT be shipped under the provisions of this Item: Hazardous Materials, Items of Extraordinary Value, Goods Shipped for Sale or Speculation, or Firearms.<br><br>If through no fault of the Carrier, vehicle is inoperable and/or if vehicle is received containing more than ¼ tank of fuel, charges as shown in Item 5.Q(3) will be assessed.<br><br>Carrier has the option to load vehicles to closed containers, platforms or loose to barge. Carrier will not be liable for any damage due to weather - viz.: water, ice, salt, wind, or acts of God. | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N |

| **NON RCRA WASTE, HOUSEHOLD WASTE, CONSTRUCTION DEBRIS, ASBESTOS WASTE OR REGULATED MEDICAL WASTE** | | | | **3760** |
|---|---|---|---|---|
| DETAILS: | NON RCRA Waste, Household Waste, Construction Debris, Asbestos Waste or Regulated medical waste | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container (Max Wt. 25,000 lbs.) | $1,558.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 7.I. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates will not apply to any shipment that is designated as RCRA, or, which requires an Environmental Protection Agency Manifest. See Item 3074 for shipments that are Environmental Protection Agency Regulated.<br><br>Carrier will accept shipments described above only after Shipper has provided all the necessary documents as requested by Carrier and has satisfied all notification requirements of Environment Canada. | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

| **FISH OIL OR MEAL** | | | | **3900** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Fish Meal<br>Fish Oil | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container (Max Wt. 25,000 lbs.) | $1,129.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 6.E. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | None | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

| **RCRA HAZARDOUS WASTE, LIQUIDS: AS SO DESIGNATED BY THE ENVIRONMENTAL PROTECTION AGENCY INCLUDING POLYCHLORINATED BIPHENYLS (PCB)** | | | | **3761** |
|---|---|---|---|---|
| DETAILS: | RCRA Hazardous Waste, Liquids: As so designated by the Environmental Protection Agency including Polychlorinated Biphenyls (PCB) | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container (Max Wt. 25,000 lbs.) | $5,452.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 7.I. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Hazardous Waste shipments must conform to rules listed in Item 7.I.<br><br>Rates apply to Shipper load and count 20' containers.<br><br>Carrier will accept shipments described above only after Shipper has provided all the necessary documents as requested by Carrier and has satisfied all notification requirements of Environment Canada. | | | |
| EFFECTIVE: | January 1, 2025 | | REVISION: | N |

| **RCRA HAZARDOUS WASTE, SOLIDS: AS SO DESIGNATED BY THE ENVIRONMENTAL PROTECTION AGENCY, INCLUDING SOIL** | | | | **3762** |
|---|---|---|---|---|
| DETAILS: | RCRA Hazardous Waste, Liquids: As so designated by the Environmental Protection Agency including Polychlorinated Biphenyls (PCB) | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container (Max Wt. 25,000 lbs.) | $3,868.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 7.I. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Hazardous Waste shipments must conform to rules listed in Item 7.I.<br>Rates apply to Shipper load and count 20' containers.<br>Carrier will accept shipments described above only after Shipper has provided all the necessary documents as requested by Carrier and has satisfied all notification requirements of Environment Canada. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **SCRAP, BALED, SPECIFICALLY FOR RECYCLING** | | | | **3680** |
|---|---|---|---|---|
| DETAILS: | Commodity Viz List:<br>Iron or Iron and Steel<br>Scrap Electronics, Viz:<br>Computers, Copiers, Monitors | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container | $2,090.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 7.I. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Loose scrap will only be shipped in shipper provided equipment. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

| **SOIL WASTE, NON RCRA FOR RECLAMATION OR DISPOSAL IN BULK BAGS OR SHIPPER PROVIDED BULK CONTAINERS** | | | | **3763** |
|---|---|---|---|---|
| DETAILS: | Solid waste, non-RCRA for reclamation or disposal in bulk bags or shipper provided bulk containers | | | |
| SOUTHBOUND RATES: | BASIS | MINIMUM | SEWARD | |
| | CL | 20' Container (Max Wt. 25,000 lbs.) | $1,144.00 | |
| PACKAGING: | In packages; loaded and/or unitized as in Item 7.I. | | | |
| EXCEPTIONS: | None | | | |
| NOTES: | Rates will not apply to any shipment that is designated as RCRA, or, which requires an Environmental Protection Agency Manifest. See Item 3076 for shipments that are Environmental Protection Agency Regulated.<br>Rates apply to Shipper load and count 20' containers.<br>Carrier will accept shipments described above only after Shipper has provided all the necessary documents as requested by Carrier and has satisfied all notification requirements of Environment Canada. | | | |
| EFFECTIVE: | January 1, 2025 | REVISION: | N | |

## PART II END