



HAWAIIAN OCEAN TRANSPORT, INC.

Fife, Washington | FF-4856 | Naming Rules and Regulations Applying on
Freight Commodities and Transportation Handling as described
herein to – from and between points in Hawaii.
Provisions herein will not result in an effect on
quality of the human environment.

*Freight Forwarder
Tariff HIOT #100
Original Title Page*

Issued: Dec. 01, 2003

Effective: February 28, 2017

Issued by:

Rob Lewis
Director of Pricing,
HAWAIIAN OCEAN
TRANSPORT, Inc 7400
45th Street CT E, Fife, WA
98424

Subject	Item No.	Page No.
GOVERNING PUBLICATIONS	100	2
TARIFF SCOPE	101	2
OPERATING AUTHORITY	102	2
DEFINITIONS – GENERAL	103	2
DEFINITIONS – DAYS OF OPERATION	104	3
CARRIER FREIGHT PAYMENT LIEN	200	4
CREDIT TERMS AND CONDITIONS	201	4
LOSS AND DAMAGE CLAIM HANDLING	202	9
ARBITRATION FOR DENIED CLAIM	203	12
LIMITATION OF LIABILITY; VALUATIONS; RELEASED VALUATION	204	15
FORUM SELECTION CLAUSE	205	18
SHIPPING BILL OF LADING	300	18
PRIOR RESERVATION OF SPACE (BOOKING)	301	22
EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS	302	22
CRATING AND PACKAGING	303	24
IMPROPERLY DESCRIBED SHIPMENTS	304	25
IMPROPER LOAD WEIGHT DISTRIBUTION	305	25
IMPRACTICAL OPERATING CONDITIONS	306	26
DELIVERY	307	26
APPLICATION OF RATES – GENERAL	400	27
CLASSIFICATION AND COMMODITY RATES	401	27
APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES	402	28
APPLICATION OF RATES – MIXED SHIPMENTS	403	28
APPLICATION OF ACCESSORIAL CHARGES, FEES, RATES	500	29
ADVANCING CHARGES	501	29
APPLICATION OF CUBIC DENSITY	501A	29
DETENTION	502	30
DIVERSION OR RE-CONSIGNMENT	503	30
EXTRA LABOR-LOADING AND UNLOADING	504	31
FLAT BED TRAILERS	505	32
FUEL SURCHARGES	506	33
INSIDE PICKUP OR DELIVERY	507	33
STOPS IN TRANSIT	508	33
STORAGE	509	34
TEMPERATURE CONTROL – KEEP FROM FREEZING	510	37
ADDITIONAL SPECIAL SERVICES	511	37
ABBREVIATIONS	600	38
CHANGES TO TARIFF	601	40

ITEM 100

GOVERNING PUBLICATIONS

Except as otherwise provided herein, this tariff is subject to the following publications, including supplements thereto and subsequent reissues thereof:

- 1) Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180.
- 2) Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 49, Part 262.
- 3) National Motor Freight Classification NMF100, series. In the event that a rule is set forth herein addressing the same topic or Rule as the NMF100, series, this tariff shall take precedence.

ITEM 101

TARIFF SCOPE

The Charges, Rates, Rules and other provisions of this tariff are limited in their application on interstate and foreign commerce, to the extent as authorized by the Surface Transportation Board and its successors, as has and may be designated by government authority.

ITEM 102

OPERATING AUTHORITY

HAWAIIAN OCEAN TRANSPORT, Inc. FF# 4856; DOT# 567635

Carrier's operating authority documentation will be made available upon request.

ITEM 103

DEFINITIONS – GENERAL

AFF: Refers to HAWAIIAN OCEAN TRANSPORT, Inc. and shall include its subsidiary and affiliated companies. Carrier: Refers to AFF, its subcontractors, authorized agents and any directors, officers and employees thereof.

Consignee: Refers to the entity identified by Shipper to receive the goods.

Container: Container refers to any and all types of containers, flatbeds, platforms, trailers, tankers, etc. into or onto which goods are loaded and transported.

Entity: Refers to all forms of business entities as well as natural persons.

Goods: Goods refers to those items of personal property with respect to which Carrier has been requested to or does provide services, including all packing and packaging thereof as well as all other items or materials associated therewith, including, without limitation, crates, cradles, pallets containers. The definition of "goods" as used herein includes the terms "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property," and such terms may be used interchangeably.

Shipment: Cargo transported under the terms of a single bill of lading or air waybill, irrespective of the quantity or number of containers, packages, or pieces.

Shipper: Refers to the entity engaging Carrier with respect to the goods, unless the context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and any others who may have a right of claim by, through or with respect to the goods.

ITEM 104

DEFINITIONS – DAYS OF OPERATION

Normal business hours with exception of Holidays.

"Normal Business Hours," are from Monday through Friday 7:00 AM to 5:00 PM.

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

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Day

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

ITEM 200**CARRIER FREIGHT PAYMENT LIEN**

To secure payment of all obligations of Shipper to Carrier, Shipper grants Carrier first-priority possessory liens in all goods transported and to be transported by Carrier for Shipper at any time, including their proceeds. Shipper acknowledges Carrier's right to assert liens without prior notice or opportunity to cure payment defaults. Carrier may enforce liens by withholding deliveries, taking possession of shipments, selling cargo at public or private sales in bulk or in packages at any time or place without notice, and by other means provided by law and equity. Sale proceeds shall first be applied to costs of sale; then to amounts due Carrier, including costs of collection (including attorney fees and costs) and storage; and the remaining proceeds, if any, to Shipper. All disputes related to Carrier liens shall be submitted to arbitration under the provisions of Tariff Item 203.

ITEM 201**CREDIT TERMS & CONDITIONS**

This Credit Application with the Credit Terms and Conditions ("Application") is entered into as of the date specified above and by the undersigned ("Applicant"), on behalf of itself and all subsidiaries and affiliates identified in Section IV hereto ("Affiliates" and collectively with Applicant and all freight and cargo are the "Obligors," and each individually is an "Obligor"). Obligors desire to transport freight or goods with or through or to otherwise utilize services offered by AFF, Inc., or its affiliates, ("AFF") or AFF's providers (the "Services"). Obligors have requested an extension of credit to Obligors from AFF through the issuance and release of bills of lading, freight receipts, shipping documents, freight or goods, or a combination thereof or in conjunction with any Services or transportation by AFF or its providers, without limitation, directly or through duly authorized freight forwarders, carriers, providers, or other agents or providers of Obligors. Obligors request a credit amount not to exceed that amount set forth in Section III hereto (the "Credit Request"); and have requested an extension of credit to Obligors from AFF. Obligors represent and warrant that all statements, representations, and information provided or made in support of this Application are true and correct and fairly and accurately present the financial condition of Obligors as of the date indicated therein and the results of operations for the period indicated therein. Obligors have not withheld any material contingent liabilities, liabilities for taxes, material forward or long-term commitments, or unrealized or anticipated losses from any unfavorable commitments, and no material adverse change in the condition, financial or otherwise, or operations of Obligors have occurred before or after the date of this application. Obligor shall promptly notify AFF of any change that may affect its Application or credit profile. Obligors acknowledge that AFF is willing to extend credit to Obligors only because Obligors guarantee that all freight, dead freight, tariff charges, demurrage, container equipment, detention, storage, general average, salvage, damages, loss charges, surcharges, arbitraries, expenses, warehouse charges, consolidation and deconsolidation charges, handling charges, attorneys' fees and costs, Application and related liabilities, expenses, fees,

and costs, and all other charges, fees, and sums payable, due and owing to AFF by Obligors (the "Obligations") will be paid by Obligors, or by the cargo or freight or other agent of Obligors, in accordance with the terms and conditions set forth herein; NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors hereby agrees to the terms and conditions as part of any Credit Extension by AFF:

1. AUTHORIZATION OF APPLICANT

Applicant hereby represents and attests that (i) it is authorized and empowered to enter into this Application by and on behalf of each Affiliate set forth in Section IV hereto, (ii) represents such Affiliates in all matters related to this Application, and (iii) has the authority and power to bind such Affiliates to the terms and provisions of this Application.

Obligors give AFF permission to make inquiry on financial and related matters at Obligor's bank, vendors or suppliers, and authorizes such firms to release information regarding the same to AFF. Each Obligor and the principal(s), proprietor(s), and guarantor(s) of each hereby consent to AFF using consumer credit reports to further evaluate creditworthiness in conjunction with Obligors and the Services and any extension or continuation of credit.

2. OBLIGORS; SHIPPING DOCUMENTATION

Obligor shall be fully responsible for and liable to AFF for all charges, costs, and expenses, without limitation, as such may arise from or relate to any Obligor or any shipping documents, including, but not limited to, any bills of lading, freight receipts, or other documents (without limitation, "Shipping Documentation"), and without regard for any endorsement, non-endorsement, or transfer of any Shipping Documentation.

3. AGENT FOR PAYMENT

If an Obligor engages or utilizes the services of an agent or provider in connection with the payment of Obligations due to AFF (a "Paying Agent"), Obligor agrees that such Paying Agent acts as the agent for said Obligor and not as an agent of AFF.

4. UNCONDITIONAL PROMISE TO PAY, GUARANTEE AND JOINT AND SEVERAL LIABILITY

For value received, receipt of which is hereby acknowledged, Obligors agree they shall be absolutely and unconditionally liable to AFF, without notice or demand, setoffs, withholdings, counterclaim, discount, or other fees, for payment of all Obligations due and owing by Obligors to AFF. Obligors hereby absolutely and unconditionally guarantee payment to AFF of the Obligations irrespective of whether or not funds for payment of the Obligations have been advanced to any Paying Agent or other agent or any other by Obligors. If Obligors provide funds to a Paying Agent or other agent or any other to pay the Obligations, and such Paying Agent or other agent or other converts such funds to its own use, becomes insolvent, or is adjudged bankrupt, or for any other reason fails to pay such funds to AFF, Obligors shall remain absolutely and unconditionally liable to AFF for the payment of any and all Obligations due. Obligors understand and agree that they shall be jointly and severally bound and liable for any and all Obligations owed to AFF by any Obligor or anyone using any Obligor's credit.

5. NO WAIVER OR ESTOPPEL

In no event shall any demand for payment of Obligations, freight, charges, or other fees by AFF, a carrier, or a vessel upon an Obligor's Paying Agent or other agent constitute a waiver or an estoppel.

of AFF's right to enforce the promises and guarantees set forth in this Agreement against Obligors. All Obligors shall be jointly and severally liable to AFF for the payment of the Obligations, as well as for any and all expenses of AFF, including, but not limited to, fees and expenses incurred under Section 14 hereto.

6. PAYMENT TERMS

(a) All Obligations shall be due in full (without deduction, setoff, counterclaim, discount, or other fees) in immediately available funds at New York, New York, as may be prescribed in any resulting Credit Extension.

(b) In the absence of any applicable payment terms in any Credit Extension, all Obligations shall be due in full (without deduction, setoff, counterclaim, discount, or other fees) in immediately available funds at New York, New York, in U.S. Dollars (the "Payment Currency") within 30 days from date of invoice.

(c) Overdue payments shall be subject to, at AFF's discretion, interest at the rate of one and one-half percent (1.5%) per thirty (30) day period or the maximum rate permitted under applicable law, and a \$35.00 late payment fee for each invoice.

7. FINANCIAL STATEMENTS

(a) In support of this Application and as a condition of any continued Credit Extension, each Obligor agrees furnish to AFF promptly upon request, a copy of the annual audited financial statements of the Obligor for such year containing balance sheets (reflecting, without limitation, all contingent liabilities), income statements and statements of changes in financial position (reflecting without limitation, cash flow changes) as of the end of such year in each case setting forth in comparative form the figures for the preceding year, all in reasonable detail, and all of the above prepared in accordance with GAAP by a certified public accountant and containing only qualifications acceptable to AFF in AFF's sole discretion.

(b) Promptly upon request by AFF, each Obligor agrees to furnish to AFF interim financial statements containing balance sheets and income statements for calendar months, which shall be certified by the President or Chief Financial Officer of such Obligor as to their accuracy, completeness, and truthfulness, and any additional information concerning the financial condition of Obligor which AFF may reasonably request.

8. LIENS

AFF shall have a continuing lien on any and all freight, cargo, goods, Shipping Documentation, and any documents related thereto, shipped by Obligors with services provided by AFF or as a part of any Services, all of which shall survive delivery, for all Obligations, including but not limited to all freight, dead freight, demurrage, storage, general average, salvage, damages, loss, charges, expenses, warehouse charges, forwarder costs, and any other sums whatsoever payable by or chargeable to or for the account of Obligors under this Application, any contract, any bill of lading, any tariff, the Services, and any other contracts of carriage or other agreements or services with Obligors whatsoever, whether they may be relevant to this Application or not, and the cost and expenses of recovering the same; AFF may sell the goods privately or by public auction without notice to Obligors. If on sale of the goods, the proceeds fail to cover the amount in default and the cost and expenses incurred, AFF shall be entitled to recover the deficit from Obligors. Nothing herein shall be construed to restrict, limit, or prohibit AFF from asserting a maritime lien or any other lien, its right to arrest any vessel, or encumber any Obligor property, or any other rights or legal remedies of AFF to collect the Obligations. Obligors hereby expressly grant to AFF an enforceable security interest under any applicable commercial code, including as such may be enforced under the Uniform Commercial Code, against any and all Obligor

property whether shipped with AFF or not and whether related to this Application or not.

9. RIGHT TO SET-OFF AND SECURITY INTEREST

AFF shall have the right to set off and apply against the Obligations in such manner as AFF may determine, at any time and without notice to Obligors, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from AFF to Obligors, whether or not Obligations are then due and owing. As further security for the Obligations, Obligors hereby grants to AFF a security interest in all money, instruments, and other property of Obligors now or hereafter held by AFF, including, without limitation, property held in safekeeping, to secure payment of the Obligations. In addition to AFF's right of setoff and as further security for the Obligations, Obligors hereby grant to AFF a security interest in all deposits (general or special, time or demand, provisional or final) and other accounts of Obligors now or hereafter on deposit with or held by AFF and all other sums at any time credited by or owing from AFF to Obligors. The rights and remedies of AFF hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which AFF may have.

10. GENERAL WAIVERS

To the extent permitted by law, Obligors severally waive any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by AFF. No failure or delay on the part of AFF, and no course of dealing between AFF and the Obligors, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

11. SEVERABILITY

If a court of competent jurisdiction determines any term or provision in this Application is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Application without invalidating the remainder of either the affected provision or this Application or any related documents to this Application.

12. SURVIVAL

The rights and privileges of AFF hereunder shall inure to the benefits of its successors and assigns, and the terms of this Application shall be binding on all heirs, executors, administrators, assigns, and successors of Obligors.

13. ASSIGNABILITY

AFF may assign, pledge or otherwise transfer this Application or any of its rights and powers under this Application without notice, with all or any of the obligations owing to AFF by Obligors, and in such event the assignee shall have the same rights as if originally named herein in place of AFF. Obligors may not assign this Application or any benefit accruing to it hereunder without the express written consent of AFF, which may be withheld for any reason or no reason.

14. PAYMENT OF COSTS AND ATTORNEYS' FEES

Obligors agree, jointly and severally, to pay all costs and expenses of AFF, including, without
ISSUED BY: ROB LEWIS, DIRECTOR OF PRICING, 7400 45TH STREET CT E., FIFE, WA 98424

limitation, all reasonable attorneys' fees and costs of AFF's chosen legal counsel, in connection with any claims arising under or related to (a) a Credit Extension pursuant to this Application, (b) this Application, (c) any and all legal proceedings brought by AFF for the collection of any and all Obligations owed to AFF by Obligor, or (d) any combination of the foregoing.

15. FORUM SELECTION/CHOICE OF LAW AND TIME FOR SUIT; ARBITRATION

- (a) Any and all disputes arising out of or in connection with this Application and any Obligations due hereunder may be referred to by either party to litigation before any court of competent jurisdiction. Alternatively, the parties may agree to resolve disputes by arbitration in New York, New York (or such other place mutually agreed upon by the Parties) under the rules of the American Arbitration Association. The arbitration shall be before a single English speaking arbitrator appointed by the parties or, failing such appointment and upon the application of either party, by the American Arbitration Association. There shall be no restrictions on the nationality of the arbitrator. The decision of the arbitrator shall be final, binding, and not subject to further review.
- (b) The decision of the arbitrator may be enforced by any court, tribunal, or other forum as may properly assert jurisdiction. The parties hereto expressly consent and agree that the United States District Court for the Southern District of New York ("SDNY") has personal jurisdiction for this purpose, and the parties expressly waive any objections to the SDNY for this purpose.
- (c) This Application shall be construed pursuant and subject to the applicable maritime law of the United States, including but not limited to the United States Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, as codified at 46 U.S.C. § 40101 et seq. To the extent the maritime law of the United States is silent on any given legal issue that might arise under this Application, reference shall be made to the laws of the State of New York, without reference to its conflicts of law's provisions.
- (d) AFF may bring suit in its own name or in the name of any AFF related company.

16. OBLIGATION TO COLLECT FREIGHT AND CHARGES

The undersigned recognizes that AFF has an obligation to collect and receive all freight and charges due under any pertinent agreements, and Shipping Documentation, any bills of lading or other shipping documents, and any tariff or tariffs.

17. REMEDIES ARE CUMULATIVE

The rights and remedies available to AFF under this Application are cumulative and are in addition to every other remedy in law or equity. The exercise of any remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other remedy.

18. EXECUTION, MODIFICATION, AND TERMINATION OF CREDIT EXTENSION

Execution of this Application by Obligor authorize(s), but does not require, AFF to extend credit in accordance with the terms hereof (a "Credit Extension"). To the extent AFF agrees to extend credit subject to the terms hereof, AFF reserves the right to terminate any Credit Extension to Obligor at any time without cause or reason. Furthermore, Obligor acknowledges and agrees that AFF's Terms and Conditions may be modified by AFF without further notice, and that the Terms and Conditions posted on AFF's website as of the date of tender of cargo or request for performance of services shall govern the parties' relations regarding such cargo or services. Obligor agree, to the fullest extent permitted by law, that upon termination of any Credit Extension to Obligor for any reason or no reason, Obligor recovery from AFF for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, shall

not exceed 1,000.00 U.S. Dollars. Any Credit Extension shall be in the form of a Credit Extension Letter. Obligor recognizes that any additional or different terms contained in any Credit Extension Letter shall apply, and in the event of any conflict among any documents or agreements, the order of governance shall be, first, the Credit Extension Letter, second, these terms and conditions, third, any other signed written contract, fourth, the language most favorable to AFF in any shipping document or bill of lading, and last, AFF's applicable tariff.

19. OVERCHARGES, DUPLICATE PAYMENTS; OVER COLLECTION; INVOICING AND CHARGES

Obligor shall have ninety (90) days from the day of the applicable invoice to dispute any amounts or charges, paid or unpaid, collected or uncollected. Any invoice or amount not disputed within ninety (90) days of the date of the applicable invoice shall be deemed correct. AFF, in its sole discretion, may correct any invoice or charge, and Obligor shall thereafter have thirty (30) days to dispute the invoice, or it shall be deemed correct.

ITEM 202

LOSS AND DAMAGE CLAIM HANDLING

A. FILING CLAIMS

- 1) Claims in writing are required. A claim for loss, damage and/or injury shall not be voluntarily paid by Carrier unless filed in writing with Carrier and in compliance with the minimum filing requirements set forth in subparagraph (2) below. Claims may also be filed directly with the receiving or delivering carrier or carrier issuing the bill of lading, receipt, ticket, or carrier on whose line, loss, damage, or injury, occurred, within the specified time limits applicable thereto.
- 2) Minimum filing requirements. A communication in writing from claimant, filed with a proper carrier within nine (9) months from the date after delivery of the Goods, or if the claim is for failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed, including the following items: (i) facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage or injury and (iii) a claim for the payment of a specified or determinable amount of money. A writing containing the aforementioned three (3) items, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- 3) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less", the carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance

with the provisions of subparagraph (2) above.

4) Other claims. If investigation of a claim determines that one or more other carriers have been presented with a similar claim on the same shipment, the carrier investigating such claim shall communicate with such other carrier(s) and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall require all claimants to verify right of title to the property involved or his right with respect to such claim.

5) Payment of Freight Charges Prior to Filing Claim. A claim for loss, damage or injury shall not be voluntarily paid by Carrier unless and until all freight charges for the Shipment giving rise to the claim have been paid to Carrier, without offset or deduction.

B. ACKNOWLEDGMENT OF CLAIMS

Carrier shall, upon receipt in writing of a proper claim in the manner and form described in Section A(2) of this Item 202, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days of receipt by the Carrier unless the Carrier shall have paid or declined such claim in writing within thirty (30) days of the receipt thereof. The Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other preliminary examination of the claim, as filed, may be required.

The Carrier shall, at the time each claim is received, create a separate file and assign thereto successive claim file numbers 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 acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, the 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 the Carrier's written acknowledgment to the claimant.

C. INVESTIGATION OF CLAIMS

1) Prompt investigation is required. Each claim filed against a carrier in the manner prescribed in Section A of this Item 202 shall be promptly and thoroughly investigated if not already done prior to receipt of the claim.

2) Supporting documents. When a necessary part of an investigation, each claim shall be supported by an original bill of lading, evidence of freight charges paid, and either (i) the original vendor invoice (ii) a photographic copy of the original invoice or an exact copy thereof, or (iii) an extract made therefrom, certified by the claimant to be true and correct with respect to the property 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 of depreciation reflected thereon; provided, however, that where the property involved in a claim has 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 not been sold, or where the property involved has been transferred at book-keeping values only, the carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved and to certify the correctness thereof in writing.

3) Verification of Loss. A prerequisite to the voluntary payment by a carrier of a claim for the loss of an entire package or an entire shipment shall be that the carrier be provided with a certified statement in writing from the Consignee that the property for which the claim is filed has not been received from any other source.

D. DISPOSITION OF CLAIMS

Each carrier, subject to Interstate Commerce Claims, that receives a written claim for loss, damage, or injury to property transported in the manner and form prescribed herein, shall pay, decline or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by the carrier. However, if the claim cannot be processed and disposed of within one hundred twenty (120) days after receipt thereof, that carrier shall at the time and at the expiration of each succeeding sixty (60) day period while the claim remains pending, notify the claimant, in writing, of the status of the claim and the reason for the delay in making final disposition. The carrier shall retain a copy of such notification to the claimant in its claim file.

E. PROCESSING OF SALVAGE

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

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

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein prescribed, the carrier shall record in its claim file, the lot number assigned, the amount of any money recovered, from the disposition of such property, and the date of transmittal of such money to the person lawfully entitled to receive the same. Salvage proceeds shall be disbursed in the following order: (i) to cover any carrier freight charges owed, (ii) to cover any handling charges owed, (iii) to cover any costs involved in the administration of the salvage sale, and (iv) with the balance of the money collected to be remitted to the person lawfully entitled to receive the same.

ITEM 203

ARBITRATION FOR DENIED CLAIM

Rule 1. DEFINITIONS – In addition to the defined terms set forth in Item 103, for the purpose of this Item 203, the terms set forth below shall have the following meanings:

- (a) "Claimant"--Any person, firm or corporation which is a party to a contract of carriage or has a right to sue thereon, and has filed a claim.
- (b) "Claim"--A claim for loss, damage, delay or injury to property transported on a contract of carriage and subject to the terms and conditions of Carrier's bill of lading and tariffs.
- (c) "Denied Claim" –A Claim that Carrier has declined to pay in whole or in part.

Rule 2. SUBMISSION TO ARBITRATION – Submission of a claim to arbitration is mandatory and is the claimant's sole remedy for resolving disputes relating to a Denied Claim. In the event that a Claimant files a claim in court, instead of submitting the Claim to arbitration or without first obtaining an arbitration award in accordance with this Item 203, said Claimant shall be liable and indemnify Carrier for any and all costs and expenses, including, without limitation, reasonable attorneys' fees that arise out of or result from Claimant having filed their claim in court.

Rule 3. WHEN TO INITIATE ARBITRATION – Claimant must submit its claim to arbitration when it becomes apparent that the Claimant and the Carrier are unable to reach a mutually acceptable agreement concerning the settlement of any Denied Claim, but, in any event, no later than two (2) years and one (1) day from the date Claimant receives written notice of a Denied Claim.

Rule 4. HOW TO INITIATE ARBITRATION – The Claimant shall initiate arbitration by executing a copy of the Demand for Arbitration form and filing a copy, together with a copy of the rules set forth in this Item 203, with the selected arbitration service and the Carrier. Claimant has the right to choose from one of these two arbitration firms:

Transportation ADR Council, Inc.

Contact: Joe Rebman

Rebman, Linhares & Beachem, PC

8000 Maryland Ave., Ste. 1060

St. Louis, MO 63105-3762

Phone: (314) 725-1118

Fax: (314) 725-1026

E-mail: joe@rlblaw.net

Transportation Arbitration Board Contact:

Steve Hatch, Administrator

530 South Lucerne Dr.

Salem, UT 84053

Phone: (801) 422-7014 Fax:

(801) 422-0608 mail:

steve_hatch@byu.edu

Rule 5. ADMINISTRATOR—Both parties will sign any Agreement to Arbitrate required by the arbitration service selected by the Claimant, and will appoint the selected arbitration service as administrator of the arbitration. The authority and duties of the administrator, shall govern the arbitration.

Rule 6. PAYMENT OF FEES— Carrier and Claimant shall each pay one-half (1/2) of the filing fees and shall each pay one-half (1/2) of the ongoing arbitration fees and costs. Payment of invoiced fees will be made promptly. Neither party will be responsible for the other party's filing fees or invoiced fees or costs until an arbitration decisions is rendered. Upon a decision, the arbitrator will include in the award a requirement that the prevailing party be reimbursed for all arbitration fees and costs of the arbitration.

Rule 7. DISPUTE TO BE ADJUDICATED BY ONE ARBITRATOR – The dispute shall be considered and adjudicated by a single arbitrator. Should the initial arbitrator appointed by the selected arbitration service not be able to continue, the selected service shall appoint a new arbitrator.

Rule 8. JURISDICTION OF THE ARBITRATOR

- (a) The arbitrator shall determine with finality the merits of the controversy and the decision shall be governed by the applicable usages and practices of the industry and applicable law and within the scope of the Agreement to Arbitrate of the parties, as well as the rules set forth in this Item 203.
- (b) The arbitrator may request the parties, to supply any additional facts or materials which, in the opinion of the arbitrator, will be helpful in determining the case.
- (c) The award of the arbitrator shall assess arbitration fees and expenses as outlined in Rule 6 and any other administrative fees and expenses of the arbitration.

Rule 9. INTERPRETATION AND APPLICATION OF RULES – The arbitrator shall interpret and apply the rules set forth in this Item 203 insofar as they relate to the powers and duties of the arbitrator.

Rule 10. ARBITRATION HEARINGS – Arbitration under these rules is conducted on documents only. No right to oral hearing is provided.

Rule 11. SUBMISSION BY PARTIES OF RELEVANT DOCUMENTS AND ARGUMENTS

- (a) Filing the Initial Case-In-Chief: the arbitrator will set a simultaneous filing date for the parties to submit documents and arguments directly to the arbitrator with no copies to be filed with the other party. The arbitrator will then simultaneously provide copies to the other party.

(b) Simultaneous Reply: The arbitrator will set a simultaneous filing date for each party to file a reply addressing the other party's case-in-chief documents and arguments. The replies will be filed directly with the arbitrator with no copies to the other party. The arbitrator will simultaneously provide each party with the other party's reply. Once the arbitrator has provided each party with the other party's reply, the arbitration is closed and ready for the arbitrator to render an award.

Rule 12. TIME OF AWARD – The award shall be rendered promptly by the arbitrator but, unless otherwise agreed to by the parties, no later than thirty (30) days after the proceeding is closed.

Rule 13. NOTIFICATION OF AWARDS – The arbitrator shall promptly transmit a written copy of the award to the parties containing an award of costs as set forth in rule 6 of this Item 203. Concomitantly with a copy of the award, the arbitrator shall also return to the respective parties all documents filed by the parties for arbitration of the dispute.

Rule 14. WITHDRAWAL AND SETTLEMENT OF CLAIM – The parties may settle the claim by mutual agreement at any time prior to the rendering of an award by the arbitrator. In the event of such a settlement, the Carrier shall file a copy of a written notice of such settlement with the office of selected arbitrator. After arbitration has commenced, no claim may be withdrawn without permission of the arbitrator, except by mutual agreement of the parties.

ITEM 204

LIMITATION OF LIABILITY; VALUATIONS; RELEASED VALUATION

A. LIMITATION OF LIABILITY

Unless Shipper pays for and declares on the shipping bill of lading, at the time of Shipment, valuation in excess of the Released Valuations set forth in this Item 204; Carrier's liability for cargo accepted for transportation by Carrier shall be limited to (i) \$0.10 per pound for named commodities or (ii) \$7.50 per pound for commodities not named.

B. GENERAL COMMODITIES NOT NAMED

Cargo accepted for transportation by Carrier is subject to Released Valuation, not exceeding \$7.50 per pound.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, a Shippers Interest Coverage insurance policy for any Shipment Shipper may desire to insure with such Shippers Interest insurance; Shipper acknowledges and agrees that any such Shippers Interest insurance will be subject to policy limitations.

Alternatively, Shipper may obtain insurance through its own insurance provider or assume any excess valuation over \$7.50 per pound, gross per shipment liability at Shipper's sole risk and expense.

C. NAMED COMMODITY

Named Commodity Cargos accepted for transportation by Carrier are subject to Released Valuation, not to exceed \$0.10 per pound.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, a Shippers Interest Coverage insurance policy for any Shipment Shipper may desire to insure with such Shippers Interest insurance; Shipper acknowledges and agrees that any such all-risk insurance will be subject to policy limitations.

Alternatively, Shipper may obtain insurance through its own insurance provider or assume excess valuation over \$0.10 per pound, gross per shipment liability at Shipper's sole risk and expense.

Named Commodities:

- 1) FRAGILE GOODS, Decorations, Drawing Instruments, Optical Goods, Scientific Instruments, China Earthenware Group, Glass & Glassware Group, Mirrors, Lamps or Lighting Groups, as described in NMFC. All items requiring Do Not Tilt or described as Fragile by the Shipper or on the shipping containers.
- 2) MACHINERY GROUP (to include equipment), As named in NMFC, when in used condition, rebuilt, refurbished, reworked, and/or repaired prior to shipment.
- 3) STONE BLOCKS, PIECES OR SLABS, Namely, granite, marble, limestone, coquina used for building materials, to include countertops, decorations or furniture.
- 4) HOUSEHOLD GOODS (HHG), As named in NMFC.
- 5) PERSONAL EFFECTS, As named in NMFC.
- 6) FLORIST OR NURSERY STOCK GROUP, As named in the NMFC.

7) AIRCRAFT GROUP, As named in the NMFC, when in used condition, rebuilt, refurbished, reworked, and/or repaired prior to shipment.

D. EXTRAORDINARY VALUE

Cargo with value in excess of \$25.00 per pound, gross per shipment is to be considered Extraordinary Valuation for the purpose of freight transportation subject to the rates, rules and regulations of this tariff.

Carrier shall not be liable for shipments of cash, gold, antiques, and/or articles with a value in excess of \$25.00 per pound, gross per shipment. Carrier must be notified in advance of any shipment tendered to Carrier that is considered Extraordinary Valuation.

At Shipper's option, Carrier may attempt to obtain on Shipper's behalf as Shipper's agent, a Shippers Interest insurance policy for any Shipment Shipper may desire to insure with such Shippers Interest insurance; Shipper acknowledges and agrees that any such Shippers Interest insurance will be subject to policy limitations. Alternatively, Shipper may obtain insurance through its own insurance provider or assume excess valuation over \$25.00 per pound, gross per shipment liability at Shipper's sole risk and expense.

E. INADVERTENCE CLAUSE

Unless Shipper declares on the shipping bill of lading at time of shipment, and pays for valuation in excess of Released Valuations at \$0.10 per pound on named commodities, and/or \$7.50 per pound on commodities not named, the Released Valuation will automatically apply to rates offered, unless otherwise stated on such Contract or Spot Quote.

F. STONE BLOCKS, PIECES OR SLABS

Stone blocks, pieces or slabs, including, but not limited to granite, marble, limestone, or coquina, used for building materials for, but not limited to, countertops, decorations or furniture shall be shipped at Shipper's sole risk. Carrier hereby disclaims any and all liability for any damage to such products during the transportation of such products. By tendering the aforementioned products to Carrier for transport, Shipper agrees to assume any and all liability for any damage to such products during the transportation of such products. Shipper may obtain its own insurance or have Carrier obtain Shippers Interest insurance on Shipper's behalf as Shipper's agent.

G. NMFC LIMITATION OF CARRIER LIABILITY

Any commodity that is named in the National Motor Freight Classification STB NMFC100 which has a released rate commodity below \$7.50/lb or does not fall in the named items section of this tariff, liability named herein to the NMFC shall be the limit of liability for the forwarder and it's agents

ITEM 205**FORUM SELECTION CLAUSE**

Jurisdiction and venue in any suit, action or proceeding brought by any party seeking relief pursuant to this Tariff, except for a dispute arising out of or relating to a Denied Claim which must be submitted to arbitration pursuant to Item 203 of this Tariff, will properly and exclusively lie in any federal or state court located in King or Pierce County, Washington and any party seeking relief pursuant to this Tariff hereby expressly and irrevocably waives any claim of forum non conveniens.

ITEM 300**SHIPPING BILL OF LADING**

HAWAIIAN OCEAN TRANSPORT, Inc., Terms and Conditions for transportation handling in bill of ladings issued by HAWAIIAN OCEAN TRANSPORT, Inc., are subject to this tariff. Unless an individual written contract and/or spot quote is issued for transportation stating otherwise, all shipments received by HAWAIIAN OCEAN TRANSPORT, Inc. are subject to this tariff.

RULES**UNIFORM BILL OF LADING TERMS AND CONDITIONS**

Sec. 1 (a) The carrier, defined to include freight forwarders, or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of

negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge, ferry, ship or barge or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession. In no case will Carrier be liable for special or consequential damages.

Sec. 2 Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3 (a) As a condition precedent to recovery, claims must be filed in writing with: freight forwarder or any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export); except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Arbitration for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4 (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of the sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5 (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6 Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense, sold or destroyed without compensation.

Sec. 7 (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by the signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on the bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9 (a) Unless previously agreed in writing and supported by freight value declaration submitted by the Shipper, the Carrier's liability shall be limited to the lesser of: (1) the Shipper's invoice value of the goods plus transportation charges paid; (2) \$7.50 per pound of the weight of any goods lost or damaged portion of the goods or (3) unless otherwise stated applicable released valuation per Carrier Tariff, up to a maximum of \$250,000 per consolidated FEU forty-foot equivalent unit container. In no event shall carrier's liability exceed the goods' invoice value plus transportation paid.

(b) Carrier offers shipper freight rates which impose on Carrier full and limited liability for lost or damaged cargo. Carrier shall supply and make available to Shipper full cargo liability freight rates on Shipper's request. Shipper acknowledges the availability of carrier full liability. In the absence of Shipper's request for full liability service, Shipper acknowledges that it waives carrier's full liability for lost, or damaged cargo, and agrees to the terms stated in (a) above.

(c) Carrier offers Shipper insurance from third-party insurers on request to the extent Shipper qualifies for such insurance per terms provided by the third party insurers.

Sec. 10 (a) Subject to the overall limitation of liability set forth in Section 9(a), if any of Shipper's cargo is transported by water carrier, such transportation is provided subject to the water carrier terms, provisions, limitations of liability and pertinent laws applicable to water carriers. The Shipper shall save harmless and keep Carrier indemnified from and against any claims of a General Average nature which may be made to the Carrier. Where potential liability for General Average arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier, or to any other party designated by the Carrier, in a form acceptable to the Carrier, in the amount of the general average claim.



(b) The Shipper warrants and guarantees that all information provided by Shipper to Carrier regarding the goods is accurate and correct. Shipper shall hold Carrier harmless for all claims by U.S. Customs and Border Patrol authorities (duties, levies, taxes, fines etc.) against the Carrier in connection with Shipper's goods. Where potential civil liability for any violation of U.S. or foreign security and/or antiterrorism statutes or regulations arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier or to any other party designated by the Carrier in a form acceptable to the Carrier.

NOTE: Sections 1 a & b, 3 a, 6, 9 a, b & c and 10 a & b contain exceptions to NMFC Uniform Bill of Lading Terms and Conditions. HAWAIIAN OCEAN TRANSPORT, Inc. is a participant in the NMFC.

ITEM 301

PRIOR RESERVATION OF SPACE (BOOKING)

Prior reservation of space (booking) is not a guarantee that goods will be transported on a specific move or arrive at a specific time. Carrier reserves the right, at all times, to load, stow and transport the Goods in a commercially reasonable manner which lies in the Carrier's sole discretion. Carrier will transport the Goods with reasonable dispatch once the Goods have been tendered to Carrier.

ITEM 302

EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS

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

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

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

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

1) A statement of certification must appear on the shipping paper that the goods offered for transportation meet the requirements of this tariff. Such certification shall contain the following language:

"This is to certify that the above named goods are properly classified, described, packaged, marked and labeled, and is in proper condition for transportation according to the applicable regulations of the Department of Transportation/Environmental Protection Agency, and Carrier may rely upon the statements and descriptions made herein, any other representations notwithstanding."

2) Shipper must attest on the bill of lading that the shipment contains no mix of non-compatible goods whatsoever, including those non-compatible goods identified by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or the Alaska, Washington or federal environmental protection or like agencies. Shipments not so attested will not be accepted by Carrier.

Any shipment which contains such goods but which was not so declared to Carrier prior to commencement of services shall be assessed an additional per Item 500 in addition to all other charges.

NOTE 1: When a shipment contains two or more articles which, under the provisions of Code of Federal Regulations, Title 49, Parts 100 to 177 and/or Title 40, Part 262, are prohibited from being loaded or stored together, each part lot in the shipment will be considered a separate shipment. Each such considered separate shipment will be subject to the provisions of this Item 302 even if it was tendered on a single bill of lading. Articles not requiring such segregation may be included with any one of the separately considered shipments.

NOTE 2: When a shipment has been accepted by Carrier for transportation and after such receipt by Carrier an error is found in the required certification, packaging, labeling or other lawful requirements, any and all actual and consequential damages and penalties of whatever nature shall be the sole liability of the party required to provide such certification, packaging, labeling or other lawful requirement.

NOTE 3: Hazardous articles accepted by Carrier for shipment shall be assessed a Declared Hazardous Certification charge per Item 500.

ITEM 303

CRATING & PACKAGING

Freight received by Carrier must meet minimum packaging requirements as specified in the NMFC 100 A and successive issues thereto. If packaging requirements are not met and this is apparent from viewing the outside of the package freight, Carrier will notify Shipper or Consignee to obtain written instructions for handling before transporting said shipments.

Carrier reserves the right to refuse improperly packaged freight, however, Carrier may offer to 1) Have freight returned to Shipper, 2) Have freight packaged by commercial crating and packaging service provider, 3) Have freight packaged by Carrier, or 4) Have freight transported at Shippers risk when directed to do so after notice to Owner, Shipper or Receiver directing continued transportation. Carrier will describe applicable charges per Item 500. Such charges are the responsibility of the Shipper and will not be absorbed by the Carrier but will be in addition to other lawful freight charges accruing.

ITEM 304**IMPROPERLY DESCRIBED SHIPMENTS**

All shipments are subject to inspection by Carrier and all connecting carriers. Any improperly described goods being shipped will be subject to any fine or penalty assessed by connecting carriers or governmental unit. Improperly described goods will also be re-rated according to the proper shipping description.

ITEM 305**IMPROPER LOAD WEIGHT DISTRIBUTION**

All fines and expense, incurred by Carrier for shipments tendered to Carrier under the provisions of this tariff that do not meet the legal requirements for lawful weight distribution, height restrictions, and load securement(s) as required by the U.S. Department of Transportation, and/or State, Municipal or other governing Departments of Transportation, regulating the transportation of motor carriers, in the area of services being provided, will be charged to the Shipper, Consignee or their designated agent responsible for arranging the transportation. Such charges include all costs associated with adjustments in load weight distribution, height, or load securement as may be required by Carrier to lawfully complete transportation service according to the provisions set forth in this tariff.

ITEM 306**IMPRACTICAL OPERATING CONDITIONS**

Nothing in this tariff shall be construed as making it binding on Carrier to pick up or deliver freight, or drop off Carrier or third party owned equipment, at locations from and to which it is impractical to operate trucks or tractors. Pickup or delivery service will not be performed by Carrier if, in the sole discretion of Carrier's driver, dispatcher, or other authorized employee, such services would require performance at a location that is impractical to operate vehicles due to:

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

When Carrier experiences impractical operating circumstances en-route to either a loading or unloading location, Carrier will make reasonable attempts to notify the loading or unloading location and will make reasonable attempt to perform the services requested. When Carrier is unable to travel the most direct route due to road closures, weight or height restrictions, mileage used in determining the applicable rates shall be computed on the basis of the shortest available practical route.

In the event of the occurrence of any condition that would make it impractical for the Carrier to operate, Carrier may, in its sole discretion, elect to suspend service temporarily until suitable alternatives may be found.

ITEM 307**DELIVERY**

Unless required by the contract of carriage (bill of lading, together with relevant incorporated tariff, classification provisions and any rate quote) delivery does not include unloading. Provided that no further services are required by the contract of carriage, the spotting of a shipment at the consignee's place of business or the location required by the contract of carriage, constitutes delivery regardless of whether the consignee has accepted or rejected the goods.

ITEM 400

APPLICATION OF RATES – GENERAL

- 1) Except as otherwise provided, rates and charges apply when a quantity of freight is tendered for transportation by one shipper, from a single point of origin, in one day, on one Bill of Lading or written shipping order, for delivery to one consignee at one destination.
- 2). Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled routes.
- 3) The establishment of a commodity rate removes the application of the class rate on the same article between the same points via the same route.
- 4) Carrier reserves the right to utilize other routes and/or other Carrier's participating herein.
- 5) Except as otherwise provided, rates apply to a combination of motor-water-motor routes.
- 6) Goods to or from ports/places named herein will be accepted and handled direct only when Carrier feels the quantity offered is sufficient to justify the expense of the call.
- 7) Freight charged on lineal, cubic foot, square yards or square foot basis will have its measurements rounded up to the next whole foot or yard. Fractions of feet or yards will not be used when calculating freight or other charges hereunder.

ITEM 401

CLASSIFICATION AND COMMODITY RATES

Classifications are determined by National Motor Freight Classification 100 and successive issues thereof. Classification and Commodity rates for ongoing Contract and/or Spot Quote are available through HAWAIIAN OCEAN TRANSPORT, Rate Department at web site www.americanfast.com, or by calling them direct. Classification and Commodity rates are subject to this tariff Rules and Regulations unless otherwise stated in the individual contract.

ITEM 402

APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES

Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charges applicable to any given shipment moved or to be moved under the provisions of this tariff. The estimate will be given on the basis of the effectively published tariff provisions according to the facts concerning the shipment, which have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation of freight charges, any such estimates are not binding upon either party and may be honored by Carrier beyond any expiration date in Carrier's sole discretion. Unless prior arrangements have been made and agreed to in writing by Carrier, Shipments tendered to Carrier will be transported subject to Carrier's standard, undiscounted rates.

ITEM 403

APPLICATION OF RATES – MIXED SHIPMENTS

- 1) The charge for a shipment containing freight of more than one class shall be at the rate provided for each individual class in the shipment.
- 2) Bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each such separately classified or rated articles.
- 3) When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.

ITEM 500

APPLICATION OF ACCESSORIAL CHARGES, FEES, RATES

- 1) Charges, Fees and Rates applicable to listed items 501 through 599, Accessorial handling services are available at time of rate quote for transportation services requested.
- 2) Accessorial handling services not listed in items 501 through 599 that may be requested by shipper, receivers, or shipper's agents will be accommodated whenever possible, and must be stated in writing in the form of a rate quote, signed by Carrier to become binding on Carrier.
- 3) Specific Charge amounts can be found on AFF Alaska Accessorial Charges sheet located at www.americanfast.com.

ITEM 501

ADVANCING CHARGES

No charges will be advanced to Shipper, Consignee or cargo owners or its warehousemen or agents, except those incidental to the transportation of the goods which are incurred but not otherwise known or contemplated by Carrier and then only at the sole discretion of Carrier. Such charges will not be absorbed by the Carrier but will be in addition to other lawful freight charges accruing. These charges can include, but are not limited to, taxes and duties imposed by the government or permits as may be required by individual Municipalities, or States.

ITEM 501A

WEIGHT PER CUBIC FOOT

Shipments with a density equal to or exceeding forty five (45) pounds per cubic foot will be assessed on the basis of one (1) cubic foot per forty five (45) pounds.

ITEM 502**DETENTION**

Except as otherwise provided, rates in this tariff include one (1) hour free time for pick up and one (1) hour free time for delivery of a trailer, semi-trailer, container or chassis. Charges will be accrued and owed to Carrier by the Shipper, Consignee or their designated agent for every one half (1/2) hour

Computation of free time is determined separately for loading and unloading. Time commences at the time Carrier arrives at Shipper's premises for loading and terminates upon departure from Shipper's premises immediately after loading, and time commences again when Carrier arrives at Consignee's premises for unloading and terminates immediately after unloading and completion of all respective documentation pertaining to shipment as may be required by Carrier, Shipper or Consignee. Charges incurred are in addition to all other charges per Item 500.

ITEM 503**DIVERSION OR RE-CONSIGNMENT**

Shipments transported under rules and regulations prescribed in this tariff may be diverted or re-consigned, subject to the following rules, regulations and charges:

1) The term "diversion" or "re-consignment" means:

(a) A change in the name of the consignor or consignee

beyond the (1) hour of free time.

(b) A change in the destination.

(c) Any other instructions given by consignor, consignee, or owner necessary to effect delivery and requiring an addition to, or change in billing or additional movement of the motor vehicle or both

2) A request for diversion or re-consignment must be made and confirmed in writing. The original bill of lading must be surrendered or proof of ownership established by other means.

3) When an order under these rules is received by Carrier, diligent effort will be made to locate the

shipment and effect the change desired while in Carrier's possession, but Carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of Carrier's employees, or authorized agents.

- 4) A charge will be incurred for each diverted or re-consigned freight shipment under this tariff, in addition to all other additional freight and handling charges for beyond movement.
- 5) The freight charges to be applied on shipments accorded diversion or re-consignment privileges under this tariff, will be based on the rate in effect on the date of movement, from point of origin to final destination, subject to the following additional provision and Item 500.
- 6) If the distance from point of origin to final destination via the re-consignment point (or points), exceeds the distance from point of origin to final destination via the shortest route as determined by Household Goods Carrier's Bureau, Agent, Mileage Guide No. 14, ICC HGB 100-A and succeeding issues thereof, a charge per mile for excess miles shall be assessed in addition to all other applicable charges.

ITEM 504

EXTRA LABOR-LOADING AND UNLOADING

- 1) When requested by the consignor or consignee, extra labor, if available, may be furnished by Carrier for loading or unloading. At each location where extra labor is provided, the charge will be per Item 500 for each person including the driver if assisting.
- 2) Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is completed. Each laborer has a one (1) hour chargeable minimum with charges accruing for each additional half hour or part thereof.
- 3) Carrier's records must reflect the following information for each shipment on which extra labor is used:
 - (a) Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.
 - (b) Number of extra laborers used and applicable time used per Paragraph 2 above.
 - (c) Estimated amount of time per laborer necessary for completion of the loading or unloading.

4) The charges outlined in this Item 504 will be assessed against the shipper for extra labor for loading and against the consignee for extra labor for unloading or against a party other than the consignor or consignee when such party has accepted in writing its responsibility for the extra labor charges. The charges must be paid or guaranteed to the satisfaction of Carrier before the extra labor is performed.

ITEM 505

FLAT BED TRAILERS

Goods that are Shipper loaded on a flatbed, platform or chassis or may otherwise be exposed to the elements, must be properly packaged, protected and secured for safe handling, stowage and transportation by land and water, including, but not limited to transportation by uncovered flat deck vessel. Goods on platforms must be banded widthwise with a minimum of 1 ¼ inch steel banding material; one placed every three (3) feet, or other appropriate devices such as chains and binders. Banding must not be placed over platform fork pockets. Goods loaded to platforms must have four (4) inch minimum dunnage between the goods and platform.

If Carrier is requested by Shipper or Shipper's agent to provide protecting, securing or other additional services, Carrier will provide the necessary material and labor required to perform such services at rates per Item 500.

It will be the responsibility of the Shipper or Shipper's agent to meet any railroad or water carrier specifications on shipments that require flatbed equipment. Flatbed trailers that are found to be improperly loaded may be re-worked to correct the load condition by Shipper at point of origin. If the load is highway safe but not meeting interline required handling, it may be returned to Carrier terminal for a correction of the load condition at a charge. The additional charges will be per Item 500.

It is the responsibility of the Shipper or Shipper's agent to ensure that all binders, chains and straps are promptly returned to Carrier upon completion of a Shipment. Additional charges will be incurred for any binders, chains and straps not promptly returned to Carrier. The additional charges will be per Item 500.

ITEM 506**FUEL SURCHARGES**

All charges for line haul transportation resulting from rates or charges named in tariffs, contracts or other agreed pricing provisions making reference to this tariff, are hereby or will on their effective dates be increased by the Fuel Surcharge percentage as per Item 500. In applying the provisions of this Item 506, first determine the applicable line haul charge including all applicable increases and discounts. The line haul charge so determined will be subject to the percentage increase as provided and will be shown as a separate entry on Carrier's freight bill.

ITEM 507**INSIDE PICKUP OR DELIVERY**

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the pup/set or vehicle noting below conditions.

- 1) Pickup or delivery position must be within twenty (20) feet of entry door.
- 2) Service will be provided to floors above or below the level accessible to Carrier's pup/set or vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to Carrier.
- 3) Does not include sorting and segregating of goods being delivered.
- 4) Charges apply per Item 500 wherever and whenever inside pickup or delivery services are performed.

ITEM 508**STOPS IN TRANSIT**

A shipment may be stopped in transit for partial loading or unloading subject to the following:

- 1) The names of places or addresses at which vehicles are to be stopped for partial loading or unloading, shall be shown on the bill of lading or shipping order or on a separate document provided to Carrier. Such supplementary shipping instructions shall be issued with and be considered a part of the shipping documentation. A charge for each additional stop for partial loading or unloading will be charged and will apply to each stop made that is intermediate and independent of the origin pick up or final destination. The charge for a stop in transit is in addition to all other applicable charges.
- 2) Carrier will allow up to a ten percent (10%) variation in mileage from the shortest route between points of origin to final destination for round trip mileage of each stop in transit. Any additional mileage beyond the ten percent (10 %) variation will be charged on a cents per mile basis. To determine mileage out of route variations, Household Goods Carrier's Bureau, Agent, Mileage Guide No. 14 and succeeding update revisions thereof will be used.
- 3) The substitution of other property for that originally loaded, or the exchange of contents of the shipment in any manner is prohibited, when stopping in transit for partial loading or unloading is not permitted. Unloading will be permitted only at points beyond that at which the last stop of partial loading is made. Further loading of a shipment will be prohibited after the shipment has reached its first point of partial unload.
- 4) During a stop in transit, thirty (30) minutes of free time are allowed for loading or unloading at each stop. Any time in excess of the free time is charged on a per one half (1/2) hour basis, or any part thereof. If the driver is required to assist in the load or unloading, there is no allowance for free time. A charge will be assessed in accordance with Item 504, (Extra Labor – Loading and Unloading). Such charges are in addition to all other freight charges; subject to Item 500.

ITEM 509**STORAGE**

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

- 1) Except as provided below, free time for storage will commence on the first midnight following Carrier's notification of availability of goods to Consignee and shall extend for two (2) business days thereafter.
- 2) Goods stored at Carrier's facility (to include designated agent's facilities), after expiration of free time, shall be assessed storage charges in accordance with Item 500.

3) At any time after expiration of free time, Carrier may, at its option, place the goods in public storage, in which event all charges, including transportation and handling charges incidental to the placing of goods into or out of public storage, shall be for the account of the goods, including, but not limited to the cost of public storage. Carrier shall have a right of lien on said goods for any and all costs incurred under this Item 509 in accordance with Item 200. Storage charges outlined in paragraph (2) above shall terminate upon the first day following placement of goods into public storage.

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

- (a) nonpayment of freight or other charges (where credit has not been extended);
- (b) indication of inability to pay freight or other charges; or (c) non-receipt of proper shipping documents; then

storage charges will accrue after the expiration of free time once the goods have been made available (see Note 1) up to, but not including the day, that freight or other charges, including storage charges under this Item 509, have been paid and proper shipping documents have been received.

5) Storage charges under this Item 509 shall terminate only after one of the following conditions has been met:

- (a) The goods have been dispatched to point of delivery by Carrier or its agent (see Note 1).
- (b) The goods are placed into storage at the request of Shipper.
- (c) The goods have been placed into public storage (refer to Paragraph 3) of this Item 509.
- (d) Carrier is instructed, via facsimile or written instruction, that the goods will be accepted at a specific date/location, the date of actual acceptance to serve as the date of termination of storage charges provided that the goods are accepted as instructed. Any such written instruction is subject to the prior approval of Carrier.

6) When goods are accepted for shipment but not shipped and held at Carrier's facility because of:

- (a) non-payment of freight and/or other charges;
- (b) indication of inability to pay freight and/or other charges;
- (c) non-receipt of proper shipping documents; and/or
- (d) request from Shipper; then

there shall be no free time and storage charges will accrue commencing the first midnight after one of the above events occurs. Storage charges will accrue up to but not including the day that freight or other charges, including storage charges under this Item 509, have been paid and proper shipping documents received.

- 7) Saturdays, Sundays and Holidays will be excluded in the computation of free time but shall be included in the computation of storage charges.
- 8) Storage charges will be assessed against Shipper unless other arrangements have been approved by Carrier in writing.
- 9) Carrier reserves the right to sell stored goods publicly or privately to compensate it for unpaid freight or other charges to the extent and in the manner allowed by applicable federal and state laws.
- 10) Carrier shall not be required to deliver, or make available for delivery, goods at times other than its normal business hours on normal business days.

NOTE 1: Notification of availability shall mean giving notice to Consignee that the goods are or will be physically available on a specific date and time at a specific place.

NOTE 2: In the event goods are placed in public or other storage, Carrier's liability for risk of damage or loss to such goods shall terminate upon its release of the goods to such public or other storage.

ITEM 510**TEMPERATURE CONTROL – KEEP FROM FREEZING**

If Carrier is requested to assume risks of loss due to frost or freezing, the bill of lading must request, in writing, such service. When freight not requiring protection from freezing (KFF) is mixed in the same shipment, and cannot be segregated, with freight requiring protection from freezing the entire shipment will be subject to charges for the KFF service. Charges for this service are per Item 500.

ITEM 511**ADDITIONAL SPECIAL SERVICES**

This Item 511 sets forth a list of additional services that can be provided upon request. This list is not exhaustive; please contact the Carrier to inquire if a service you require is not listed below. Applicable additional charges for each service per Item 500. Services must be requested in advance and are not guaranteed, although every effort will be made to accommodate the request.

1) Hot Stow

Northbound cargo showing "Hot Stow Service Requested" on the bill of lading and provided such service under provisions of this Item 511 will be available for pickup from ocean carrier's Anchorage, AK, terminal within two (2) hours of ocean carrier's Anchorage gate opening. Ocean carrier's gate opening time will be determined and specified solely by ocean carrier.

2) Merchandise COD

Merchandise COD collections must be by Cash, Certified Check, or if acceptable to shipper and stated in writing, by personal check.

3) Military Pickup or Delivery

Military pickup or delivery must be arranged for in advance of pickup or delivery scheduling.

ISSUED BY: ROB LEWIS, DIRECTOR OF PRICING, 7400 45TH STREET CT E., FIFE, WA 98424

4) Residential Pick Up or Delivery Service

Residential pick up or delivery service must be arranged for in advance of pick up or delivery scheduling. It will include pick up or delivery to the room nearest the entry door on the ground level, unless otherwise arranged.

5) Small Package Courier Service Receiving

Small packages delivered to Carrier for consolidation and handling is available for beyond transportation handling.

6) Tarping

Where tarping is required for protection of the shipment, an additional one time charge shall be assessed per shipment per trailer. If the Carrier arranged for the tarp to be retrieved from a third party location, within the pickup or delivery zone location a pick up fee will be charged in accordance with Item 500.

7) Trailer Spotting

Placement of Carrier's container at one point for loading/unloading other than at Carrier's facility.

8) Weight Tickets

If Carrier is requested to weigh a trailer, all expenses incurred by Carrier to fulfill Shipper's or Consignee's request will be charged to the Shipper or Consignee directing the weight ticket service. Carrier will present documentation (scale ticket, receipt) to the Shipper or Consignee with the corresponding freight invoice. Charges for weight ticket services will be in addition to all other freight charges.

ITEM 600

ABBREVIATIONS

Number When Preceding Number

Pounds When following Number

AK Alaska

AFFI Standard Carrier Alpha Code (SCAC) ARB Arbitrary

Ave. Avenue

COD Collect on Delivery

CWT One hundred, weight

Etc. Etcetera

FEU Foot Equivalent Unit

FF Freight Forwarder

HGB Household Goods Bureau

Inc. Incorporated

KFF Keep From Freezing

LTL Less than Truckload

NMFC National Motor Freight Classification MAX Maximum

MC Motor Carrier

Spot Quote One time quote

STB Surface Transportation Board

TL Truckload

UPS United Parcel Service

USC United States Code

U. S. United States

USA United States of America

WA Washington

ITEM 601

CHANGES TO TARIFF

Changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a newly revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.

EXAMPLE: "1st Revised Page 3" cancels "Original Page 3"

"2nd Revised Page 3" cancels "1st Revised Page 3" as well as "Original Page 3"

"2nd Revised Page 24" cancels "1st Revised Page 24" and updated Section 501A