

Crowley Liner
Org 025816
Tariff 001

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Rule Name: CA-MINIMUM/MAXIMUM EQUIPMENT SPECIFICATIONS & UTIL

If any changes to this rule, see:

(Except Panama and Haiti)

1. Minimum Utilization - Exclusive use of container

Exclusive use of trailers/containers will be assigned for the transportation of a single shipment even though maximum capacity is not utilized.

- A) When it is requested by the shipper or his agent.
- B) When due to insufficient packaging or due to the nature of the cargo loaded in trailer that it precludes loading with other cargo.
- C) When specific Container/Trailer rates are filled against a Commodity, the breakbulk/LTL rate on file for the Commodity may not be used in conjunction with the exclusive use, minimum utilization rule in order to establish new per Container/Trailer rates. The specific Container/Trailer rates on file will take precedence.

2. Minimum Equipment Specifications and Utilization Requirements

The charge for each trailer/container so assigned, or so utilized, will be the lawfully published rate in effect at time of shipment subject to the following minimums as cargo is freighted:
(Not applicable to rates subject to minimum load per CL/TL)

| Equipment Types ----- | Minimum Cubic Pay Load ----- | Minimum Weight Pay Load ----- |
|--|------------------------------------|-------------------------------------|
| 20 FT CL 35,000 lbs. | 950 Cubic Feet | |
| 40 FT TL or over but less than 45 (Reefer/Dry) | 1800 Cubic Feet | 40,000 lbs. |
| 45 FT TL or over (Reefer/Dry) | 2200 Cubic Feet | 44,000 lbs. |

When trailer(s) are loaded by shipper or his agent and sealed, carrier will accept said shipments subject "Shipper's Load, Stowage and Count" and Bill of Lading shall be so claused and:

- A. Carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in carrier's trailer(s) or

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for any discrepancy in count or concealed damage to articles.

B. Shipper shall furnish carrier with a list of contents showing descriptions of goods and the gross weight and cubic measurements of the contents of the trailer(s). Carrier reserves the right to open and inspect the contents of a trailer. The carrier will reseal and indicate on the Bill of Lading that an inspection has been made.

3. Maximum Utilization

 MAXIMUM UTILIZATION LIMITS
 TARIFF/BILL OF LADING PROVISIONS

| | |
|--|-------------|
| 20' Refrigerated Container | 38,000 lbs. |
| 20' Container | 38,000 lbs. |
| Reefer/containers under refrigeration (See EXCEPTION) | 46,000 lbs. |
| Dry/Containers | 46,000 lbs. |
| Dryloaded Reefer/Container | 46,000 lbs. |

Except as otherwise provided Southbound/Northbound Trailer/Container rates named in this tariff are based on a Maximum gross weight as stated above. These Maximums are superseded by individual Maximums found within Specific TLI's. (It should be noted that Maximums found within the TLI's or this Rule are there for rating purposes only and should not be construed by the cargo interest as authorization to violate over the road/rail laws in any country).

Carrier will not accept any responsibility for any container/trailers which are found to violate U.S. over the road limitations as per the Intermodal Safe Container of 1992. Carrier will not arrange or be responsible for any drays or any form of inland transportation on loads which violate said Act. See Circumstances.

*Any fines or fees resulting from overweight cargo will be for the account of the cargo.

Circumstances:

Cargo interest may make their own arrangements for the removal from Carrier's premises, and for any further on carriage on loads considered by Carrier not to conform with or fall within the limitations spelled out in the 1992 Act. Since such containers and or trailers will have been weighed, the weight certification will state clearly any information called from said weighing. As previously stated, as soon as such loads pass from the carrier's premises the onus of responsibility rests entirely with the cargo interest.

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Carrier may arrange to rework loads, see charges listed below, in order to achieve "safe load" status. If such reworking the load will not achieve the necessary safety factor required. Carrier will at cargo interests request and expense strip out a portion of the cargo and reload this cargo to a second reefer or ventilated container.

Any equipment stymied on Carrier's premises due overweight or safe load problems, will be subject to any and all demurrage /detention charges incurred.

If requested, Carrier will provide the following to the cargo interest:

Provide the overweight motor carrier permits for shipments not exceeding 52,000 lbs gross cargo weight and 80,000 gross axle weight.

Arrange the rework of container(s) trailer(s) to comply with state law requirement for shipments exceeding 80,000 lbs. gross axle weight.

\$400.00 per equipment or actual cost, whichever is higher.

In addition, a round trip drayage will be assessed for

the extra container.

Nothing in the foregoing provisions shall authorize a violation of the Intermodal Safe Container Act of 1992.

Payment for overweight charges is due upon a Carrier's presentation of an invoice for charges Accrued under the provisions of its applicable tariff.

Payment will be collected by the Carrier, however, in the case where the Carrier has appointed a third party to handle its overweight charges, all payments must be made to the third party firm. Any payment made to the Carrier, when a

third party has been appointed, will not be considered as satisfaction to the settlement of the outstanding charges.

Payment due, in excess of the 30 (thirty) -day period of credit set forth above, will be considered to be "delinquent". In the event a Shipper and/or Consignee (Hereinafter "Shipper/Consignee") is delinquent in making payment to the Carrier that is a party to the Credit Agreement (hereinafter referred to as a "Party"), its 30 (thirty) days credit privileges will be revoked thereafter

a cash bond (or other form of acceptable security) to cover anticipated overweight charges, much be deposited with the Party or its third party/agent as set forth in paragraphs (a) - (f) below, prior to the future release of Party's equipment to the Shipper/Consignee.

- (a) The Shipper/Consignee shall post a deposit with the Party or its designated agent in the minimum amount of
- USD 100.00 per unit for dry equipment (container/ trailer) or \$250.00 for reefer equipment (container/trailer) in cash or by cashier's check

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drawn on a Local Bank.

- (b) In the event the Shipper/consignee fails to post the deposit set forth in paragraph (a) above, the applicable deposit due shall be considered additional charges due and constitute a lien.
- (c) Equipment shall not be released by the Party until the deposit due has been paid.
- (d) In the event all overweight charges owed to a Party are not paid within 10 (ten) days from the expiration of the credit privilege, the deposit shall be forfeited and the Shipper/Consignee shall be obligated to post a replacement deposit within two (2) business days failing which the provisions of paragraphs (b) and (c) above shall apply.
- (e) In the event that the deposit posted and forfeited as per paragraphs (a) and (d) above shall be insufficient to pay all outstanding overweight charges owed to the Party, the provisions of paragraph (b) and (c) above shall apply.
- (f) Credit privileges of 30 (thirty) days shall be restored when all outstanding overweight charges owed to the Party have been paid in full