

<b>Crowley Logistics, Inc. Org 015721 Tariff 003</b>	<b>Date Filed: April 6, 2016</b>	<b>Date Effective: April 6, 2016</b>	<b>Rule 20 Guarantee-To-Go</b>	<b>Revision: Original Publishing Code: I, C</b>
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### **Guarantee-To-Go Rule**

1. Carrier will guarantee that subject to the terms and conditions set forth below cargo will be loaded for shipment to the destination port by the last scheduled sailing of the week.
2. This rule is only applicable to dry, containerizable, non-hazardous, non-bonded, less-than-container load cargo shipped from Carrier's South Florida container freight stations to Tortola.
3. Shipper's LCL cargo must be received by Carrier at its South Florida container freight station by stated cut off date. Complete and accurate shipping documents must be received in accordance with established document cutoff times as published on the Carriers website ([www.crowley.com](http://www.crowley.com)). Complete and accurate shipping documents include but are not limited to the appropriate Electronic Export Information (EEI) filing citation or exemption legend, pro-forma, and/or any commercial invoices or other shipping documents required for the exportation of said cargo.
4. In the event timely received cargo fails to sail as provided herein, Carrier will reduce the applicable Freight Charges as follows:
  - (a) 50% if the shipment misses that week's sailing or fails to discharge at correct port of destination from that sailing.
  - (b) As a condition to receiving the freight reduction, request must be made verbally or in writing by shipper within 30 days of cargo arrival at port of destination or at Carrier's discretion applied when the service failure is discovered by Carrier or Carrier's agents.
5. Freight Charges subject to reduction shall be base ocean freight and bill of lading processing fee. All other charges, surcharges, inlands, arbitraries, or other Carrier or third party imposed charges shall not be reduced.
- 6.. Carrier shall not reduce Freight Charges if:
  - (a) The Shipper, its agent or freight forwarder fails to provide Carrier with complete and accurate shipping documents; or
  - (b) The cargo is not properly packed and marked for export as defined by Carrier; or
  - (c) The vessel or cargo loading or discharge, as applicable, is delayed by Force Majeure circumstances beyond the control of Carrier, including, but not limited to, acts of God, including weather, fire, flood, explosion, war, actions or requests of governmental authorities, accident, labor trouble or shortage, berth unavailability, holiday schedule, inability to obtain material, power or equipment, or any other events of a similar nature or kind. Carrier's determination of the existence of a Force Majeure shall be conclusive.
7. Cargo receipt time and date shall be established by Carrier's clock-validated tally at its South Florida container freight station and the time and date shown on the tally shall be conclusive. Document receipt time and date shall be established by Carrier's email system, for shipping documents received from shipper via email. In cases where the shipper has provided documents via fax, the receive time as noted on the top of the fax will be used to establish the time of receipt.
8. In the event Carrier chooses to have cargo shipped by other means (i.e., air freight), resulting in cargo arriving at port of destination on or before the published vessel arrival date, Carrier shall not reduce Freight Charges.
9. In the event a portion of a shipment, but not the entire shipment, is subject to reduction of freight

charges as set forth herein, Carrier shall prorate per volume the applicable reduction for the portion subject to this rule.

10. Except as otherwise provided by specific exception within this rule, this rule applies only to containerizable cargo, and does not apply to cargo, which in Carrier's sole determination, is to be shipped break bulk or out of gauge on flatracks or on any other type of equipment which is not a dry container. This rule does not apply to any cargo that ships on a space available basis.

11. In the event a Corrected Bill of Lading or Corrected Freight Bill is necessary, Carrier shall issue the Corrected Bill of Lading or Freight Bill.