

Crowley Government Services, Inc. Org 027971 Tariff 001	Date Filed: June 11, 2020	Date Effective: June 11, 2020	Rule 33 Co-Loading Rule	Revision: Original Publishing Code: I
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Co-Loading Rule

CO-LOADING IN FOREIGN COMMERCE

A. APPLICABLE WHEN CARRIER TENDERS CARGO TO OTHER NVOCC’S FOR CO-LOADING

Crowley occasionally tenders cargo to other NVOCCs for Co-Loading with that NVOCCs cargo instead of tendering cargo directly to a Vessel Operating Common Carrier (VOCC) for through or Ocean transportation, in order to obtain the most cost effective and/or expeditious transportation of the shipment possible. When Carrier performs such Co-Loading Service, as defined by the Federal Maritime Commission, the tendering Carrier shall place in a clear and legible manner the following notation on the face of the Bill of Lading issued for the transportation of cargo co-loaded:

“Crowley has tendered the cargo moving on this Bill of Lading to (Name of receiving NVOCC for Co-Loading Service)

The tendering of cargo to another NVOCC for co-loading does not increase, reduce, alter or remove Carrier’s liability for the cargo as stated in the Carrier’s Bill of Lading issued at time of shipment.

The tendering of cargo to another NVOCC for Co-Loading does not alter or relieve Carrier of any other underlying Common Carrier rates and charges for the transportation of the shipment from origin named in the Bill of Lading to destination named in the Bill of Lading.

However, all charges for transportation and/or other services prior to Carrier’s tendering cargo at destination, whether advanced by the Carrier or not, shall be for the account of the cargo.

Additionally all charges and expenses incurred by Carrier in attempting to re-consign, redirect or redeliver cargo upon the instructions of the Shipper, Consignee and/or their agent shall be for the account of the cargo, unless specific provisions and charges for such services are named in this tariff.

The receiving Carrier will issue to the tendering NVOCC a Bill of Lading covering the shipment, will assess the applicable rate named in its tariff for the transportation and/or services performed.

B. APPLICABLE WHEN CARRIER ACCEPTS SHIPMENTS FROM OTHER NVOCC’S FOR CO-LOADING

Crowley Inc will accept shipments from other NVOCC’ s for co-loading as defined by the Federal Maritime Commission. Receiving Carrier will issue to the tendering NVOCC a Bill of Lading covering the shipment

and will assess the applicable rate named in this tariff for the transportation and/or service performed. Co-Loading Cargo will be subject to the following provision:

1. No Hazardous, obnoxious or incompatible commodities may be tendered except with the prior approval of the Carrier.

2. Cargo tendered by NVOCC must be packed so that it will withstand normal handling in Ocean or overland transportation. No "Loose" or "Bulk" Cargo will be accepted for transportation except with the prior approval of the Carrier.

3. The tendering NVOCC will furnish to the Carrier at the time of shipment a master list of all cargo tendered to Carrier showing:

- a. A description of contents of each separate shipment.
- b. The marks, weight and cubic measurement of each shipment.
- c. The names and addresses of the actual Shipper and Consignee for each shipment.

4. The NVOCC must issue its own Bill of Lading for each shipment to cover its relations with the Shipper/Consignee. Each Bill of Lading issued by the tendering NVOCC shall have the following notation on its face in clear and legible manner:

"(Name of Tendering NVOCC) has tendered the cargo moving on this Bill of Lading to Crowley for Co-Loading Service."

5. All freight or other charges for cargo shipped under this rule must be paid prior to the release of the cargo, except when credit privileges have been extended to tendering NVOCC.

6. Freight Forwarder Compensation will not be paid on cargo moving under this rule.

C. ONLY APPLICABLE FOR OTHER NVOCC'S WHO JOINTLY PERFORM CO-LOADING SERVICE PURSUANT TO A CARRIER/CARRIER AGREEMENT

Crowley will perform Co-Loading as defined by the Federal Maritime Commission on a joint basis pursuant to a Co-Loading agreement with other lawful NVOCC's. Each NVOCC under the Co-Loading agreement(s) issues a Bill of Lading covering each shipment tendered by its Shipper only (not for cargo of any other NVOCC participating in the Co-Load Agreement). Each Bill of lading covering cargo tendered for Co-Loading with other NVOCC's pursuant to a Co-Loading Agreement will bear on its face in a clear legible manner the following notation:

"Crowley has Co-Loaded the cargo moving on this Bill of Lading with the cargo of (Name of Receiving NVOCC)."