

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

In the event of a strike or work stoppage (including, but not limited to, strikes, lock-outs, work stoppages or slowdowns) at a port, wheresoever occurring, and whether existing or anticipated before or after booking and/or receipt of cargo, which in the judgement of the Carrier is likely to give rise to unreasonable delay or disadvantage to, or loss of, any or all of the cargo so received or booked, the Carrier shall have the right to transport and/or transfer the cargo to or through such other port from or to which adequate ocean transportation is provided and available.

The rates and charges applying on such diverted cargo shall be as provided below:

1. If transportation service has not yet commenced on cargo booked and/or received which is scheduled to move through a port affected by a strike or work stoppage, the rate and charges applicable on such diverted cargo shall be the rate and charges applying via the actual route of movement, or in the absence of such rate and charges, the rate and charges applicable to the scheduled transportation movement, plus any additional diversion charges incurred to accomplish transportation service to destination.

2. If transportation service has not yet commenced on cargo booked and/or received for transportation from or to Carrier's facilities at a port affected by a strike or work stoppage, the rate and charges applying on such cargo shall be the rate and charges applicable to the scheduled transportation movement plus any additional diversion charges incurred for movement of cargo between the affected port and the actual port of origin or destination. Further, when arranging transportation service from or to a diversion port, Carrier's liability shall be strictly that of an agent acting on behalf of Shipper or Consignee and all risk and charges for the diversion service shall be for the account of the cargo. Carrier's NVOCC service and liability shall commence only from or terminate at the port from or to which the cargo is diverted.

3. If transportation service has commenced on cargo destined to or moving through a port affected by a strike or work stoppage, Carrier shall make every effort to deliver cargo to cargo's original scheduled destination. However, all additional charges for diversion or reconsignment (upon Shipper's or Consignee's instructions) of cargo shall be strictly for the account of the cargo. Further, once ocean transportation service has been terminated by underlying VOCC, due to strike or work stoppage at the scheduled delivery or interchange port, Carrier's B/L liability shall cease and when making arrangements for transportation service to originally scheduled destination Carrier's liability shall be strictly that of an agent acting on behalf of Shipper or Consignee and all risk and charges for diversion service shall be for the account of the cargo.