

Crowley Liner Org 023286 Tariff 002	Date Filed: 11-06-2020	Date Effective: 11-29-2020	Rule #: 08	Revision: 1 Publishing Code: A
Rule Name:	Hazardous Cargo Surcharge			

The following surcharges will be applicable on all shipments containing hazardous cargo. Charges apply if all or any part of the contents on the container are identified as hazardous.

Move Type	Charge per Container
Port to Port	\$250
Intermodal	\$350

EXCEPTIONS: (Commodity, Origin or Destination specific exceptions in lieu of the above):

1. **Hazardous Class Exception:** Applicable on the below Hazardous Material Classes *(does not apply between the United States and Puerto Rico)*
 - a. \$500 per container on Port to Port or Door to Port within South Florida local drayage zones
 - b. \$700 per container on intermodal loads (outside local South Florida drayage zones)

Hazardous Material Classes:

- Class 1 (all)
- Class 2.1 / UN 1057 Lighters.
- Class 4.2 / UN 1361, 1362 Carbon (animal or vegetal origin, activated).
- Class 5.1 / UN 1512, 1942, 2067 Ammonium Nitrate.
- Class 5.1 / UN 1748, 2208, 2880, 3485, 3486, 3487 Calcium Hypochlorite.

Hazardous fee does not apply on vehicle units loaded in containers. Shipper must certify conformance with 49 CFR 176.905 as condition of acceptance.

HAZARDOUS CARGO is considered to be any substance or material which has been identified and designated in accordance with the governing international and national standards as being capable of posing an unreasonable risk to health, safety, property, and the environment.

GOVERNING REGULATORY PROVISION:

Throughout this rate tariffs the transportation of Hazardous Cargo shall be in accordance with all provisions of the International Maritime Dangerous Goods Code (IMDG) as issued by the International Maritime Organization (IMO), and, as applicable, with national regulation as found in the USA Code of Federal Regulations Title 49 (49 CFR), Subtitle B, Chapter 1, Subchapter C Parts 171-180, and the Canadian Transport of Dangerous Goods (TDG) regulations.

GOVERNING TRANSPORT PROVISION:

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Hazardous Cargo will be accepted for transportation from the consignor only after prior booking arrangements have been made with and accepted by the Carrier.

The Carrier reserves the right to accept, restrict, limit or refuse to transport any Dangerous Cargo which in the Carrier's judgment is objectionable; presents an unreasonable risk to health, safety, property, and the environment; imposes undue liabilities; or is prohibited or restricted by government or regulatory authorities or by the Carrier's designated intermodal transporters.

When offering Hazardous Cargo for transport, the consignor must be knowledgeable of the applicable regulatory requirements and ensure compliance with those requirements.

These requirements include but are not limited to those provisions on identification classification, documentation, packaging, marking, labeling, placarding, stowage within the container, and emergency response information.

All Hazardous Cargo documentation (i.e. shipping papers including Hazardous Cargo Declaration, Container Packing Certificate) required of the consignor in accordance with the IMDG and the applicable national regulations, must be provided to the Carrier at least 24 hours prior to the cargo being offered for transport to the Carrier or its designated intermodal transporters.

As required under the international and national governing provisions, the consignor must provide emergency response information including emergency contact parties and telephone numbers. In the event of an incident involving Hazardous Cargo, all costs for responding to that incident attribute able to the consignor will be for the consignor's account including administrative costs incurred by the Carrier.

Due to all aspects of Hazardous Cargo transport being regulated, governmental and carrier inspections of shipments for compliance with the applicable regulations can be expected. All costs related to these inspections including but not limited to documentation, packaging, marking, labeling, placarding, blocking and bracing, stowage, and required cargo handling including storage and haulage are for the consignor's account. Non-hazardous cargo co-loaded with Hazardous Cargo in the same container will be accorded the same treatment as Hazardous Cargo in all matters. Consignor shall indemnify the Carrier for any liability, claim or cost of any kind incurred by the Carrier as a result of any kind incurred by the Carrier as a result of consignor's failure to comply with the applicable international and/or national regulatory requirements.

Hazardous cargo which has not been booked as hazardous with the Carrier nor documented as dangerous when offered for transport to the Carrier or the Carrier's designated intermodal transporters will be considered undeclared hazardous cargo. All costs, fines and penalties related to the undeclared dangerous cargo including but not limited to documentation, packaging, marking, labeling, placarding, blocking and packaging, blocking and bracing, cargo handling storage, haulage, and/or stowage plus administrative costs of the Carrier, will be for the consignor's account.

Shipper shall indemnify and hold harmless Carrier against any and all lawsuits, claims, fines or penalties, whether civil or criminal, which may be asserted, brought or levied against Carrier as a direct or indirect result of Shipper's failure to comply with the provisions of this item, or as a result of Shipper's failure to

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comply with any applicable Federal, State or Municipal law, rule or regulation pertaining to packaging, placarding, handling, storage, transportation or disposal of hazardous materials.

Shipper's liability to Carrier as described above shall extend to any and all cost of litigation, including attorney's fees and expenses, and expert and witness fees and expenses, as well as amounts paid by Carrier's to satisfy settlements, judgments, fines or penalties.

Shipper must present at time of tender of all shipping papers as required for the movement of hazardous materials.

LABELS AND PLACARDS:

It will be the shipper's responsibility to see that shipments are clearly marked with the required labels and placards. When shipments requiring placards under U.S. Coast Guard regulations are received un-placarded, the Carrier will furnish and placard the shipment at a charge of \$125.00 per trailer/container.