

Crowley Liner Org 023286 Tariff 002	Date Filed: 11-03-2023	Date Effective: 12-03-2023	Rule #: 88	Revision: 03 Publishing Code: RC
Rule Name:	Hazardous Waste			

Unless carrier specifically authorizes the use of its equipment, hazardous waste will be accepted for transportation only when loaded in or on shipper-owned or leased equipment and only by separate agreement and only if written verification is received at time of Booking, that the consignee will accept delivery of the cargo upon tender of the trailer. For rules governing the transportation of hazardous materials and hazardous wastes, also specifications for shipping containers and restrictions governing the acceptance and transportation of same, see Tariff BOE 6000-Series.

Shipper is required to indicate by proper placard, as required in BOE 6000-Series, on vehicles and in all shipping documents the presence of any hazardous material, including weight of material, proper description and information associated with nature of material and its disposal.

Shipper shall not tender to Carrier or deliver any hazardous waste cargo to the port of origin prior to seventy-two (72) hours before the applicable sailing date. Carrier shall be entitled to reject and/or refuse acceptance of any hazardous waste cargo for any or no reason. Hazardous waste cargo shipments not picked up from Port or Terminal within 5 days of receipt of notice of cargo arrival at the destination port may be returned to origin port at the shipper's expense. To facilitate adherence to regulatory obligations, no extra time or exception will be granted at the port. Hazardous waste free time will not exceed 5 days. Shipper will be liable for additional Ocean freight, terminal handling and applicable demurrage charges.

Shipper shall be liable to Carrier for any expense incurred as a result of Shipper's failure to comply with the provisions of these rules, including the Tariff BOE 6000-Series, and any and all applicable Federal, State and Municipal laws, rules and regulations governing packaging, placarding, handling, storage, transportation and/or disposal of hazardous materials and/or waste.

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, including Tariff BOE 6000-Series, or as a result of a Shipper's failure to comply with any applicable Federal, State, or Municipal law, rule or regulation pertaining to packaging, placarding, handling, storage, transportation or disposal of hazardous materials and/or hazardous waste. Shipper's liability to Carrier as described above shall extend to any and all costs of litigation, including attorneys' fees and expenses, and expert and witness fees and expenses, as well as amounts paid by Carrier's to satisfy settlements, judgements, fines or penalties. Shipper must present at time of tender all shipping papers as required for the movement of hazardous materials.