

Crowley Liner Org 025816 Tariff 001	Date Filed: 5/15/2018
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Rule Name: REFRIGERATED OR CONTROLLED TEMPERATURE CARGO	Revision: Original Publishing Code: I

Except as otherwise specified, rates named herein will only apply on refrigerated cargo when so specified in the individual rate section.

1. When shipper requests controlled temperature service at time of booking and when carrier furnishes controlled temperature equipment against that booking and Shipper loads equipment furnished, the cargo must be rated at controlled temperature rates. Freight accepted by carrier with instruction to maintain controlled temperature or refrigeration shown on shipping documents will be subject to the rates, rules and regulations applicable to controlled temperature or refrigerated freight as well as all consistent terms of this Tariff and carrier's Bill of Lading.

2. When a shipper loads controlled temperature or refrigerated freight it shall be the responsibility of the shipper to properly store the freight in the trailer so as to insure proper air circulation and to enable the temperature control unit to maintain a uniform temperature throughout.

3. Controlled temperature or refrigerated freight will be transported by carrier aboard an unmanned barge. Accordingly, carrier is unable to inspect the trailer's refrigeration gear or temperature controls during the course of the voyage.

4. Trailers will be stored prior to and subsequent to transportation in an open yard which is subject to direct sunlight and other weather conditions. In the event the shipper desires the freight to be stored in a refrigerated warehouse prior to and subsequent to transportation carrier shall do so upon receipt of notice from the shipper or consignee if space in a public refrigerated warehouse is available. The person requesting storage in the refrigerated warehouse shall reimburse carrier for the cost of said storage plus a handling fee of 46 cents per 100 lbs.

5. Carrier shall not be responsible for any freight loss or damage caused by defective refrigeration equipment supplied by persons or entities other than carrier.

6. If a Shipper or Consignee does not take delivery of the goods within 4 hours after carrier notifies Shipper or Consignee that the goods are available for receipt at the point of delivery, carrier's liability thereafter shall be that of a warehouseman and carrier may devan the goods if stowed in a trailer or container and may store the goods in a warehouse all at the expense and risk of the goods. The goods shall be considered delivered and at their own risk and expense upon receipt by the afore-said warehouse.

7. Temperatures specified by the shipper as required in paragraph 1 above and all temperatures or temperature controls agreed to by the shipper will be subject to a variance of 5 degrees Farenheit (in either direction, up or down) from the one specified by the shipper.

8. The carrier will not accept shipments of chill produce when the required carrying temperature is below 38 degrees Farenheit; when Carrier does accept such shipments, it shall be at the cargo owner's risk for all loss and damage caused by freeze damage, provided the carrier complies and establishes that the temperature was maintained within the 5 degree range from the requested carrying temperature.

9. Except for shipments of Ice Cream which will be accepted at -15 degrees F., Carrier will not accept instructions for any temperature controls which go beyond the range of -5 degrees to +70 degrees F.