

<b>Crowley Liner</b>	<b>Date Filed:</b>	<b>Date Effective:</b>	<b>Rule 08</b>	<b>Revision:</b>	<b>Original</b>
<b>Org 023286</b>	<b>8/8/2018</b>	<b>8/15/2018</b>	<b>Hazardous Cargo Surcharge</b>	<b>Publishing Code:</b>	<b>I</b>
<b>Tariff 002</b>					

**Hazardous Cargo Surcharge**

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:**

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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 Provisions**

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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 attributable 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.

**Governing Transport Provisions**

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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 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.

**HAZARDOUS CARGO SURCHARGE**

THE FOLLOWING SURCHARGES WILL BE APPLICABLE ON ALL SHIPMENTS CONTAINING HAZARDOUS CARGO:

Port to Port Shipments (All Water Shipments)

\$250.00 PER CONTAINER (APPLIES IF ALL OR ANY PART OF THE CONTENTS OF THE CONTAINER ARE IDENTIFIED AS HAZARDOUS)

Intermodal Shipments

\$350.00 PER CONTAINER (APPLIES IF ALL OR ANY PART OF THE CONTENTS OF THE CONTAINER ARE IDENTIFIED AS HAZARDOUS)