

Crowley Liner Org 023286 Tariff 002	Date Filed: 6/7/18
Rule Name: CARGO MOVING	Date Effective 6/14/18
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The following will apply on cargo moving under provisions of this RULE:

1. Carrier undertakes to carry goods of an explosive, flammable, combustible, radioactive, corrosive, damaging, noxious, hazardous, poisonous, oxidizing, injurious or dangerous nature (hereinafter "Goods") only upon Carrier's acceptance of a prior application by Shipper for the carriage of such Goods. Such application shall state:
 - (a) the full name, address and EPA number, if applicable, of the generator, each transporter, and the storage or disposal site of the Goods;
 - (b) The name, amount, type and classification of Goods to be shipped; and
 - (c) a twenty four hour emergency telephone contact in compliance with applicable laws and regulations; and
 - (d) any special handling instructions for the Goods, so long as such instructions do not contravene federal, state and local laws or regulations.

EXCEPTION: Classes 1.1 and 1.2 are not accepted. Classes 1.3

and 1.4 will be accepted on a port to port basis only subject to approval and acceptance by the carrier.

2. Shipper shall undertake that all Goods transported shall conform to the requirements of the applicable tariffs, shall be accompanied by all required shipping documents, registrations and/or certificates, and shall be properly packaged, marked, labeled, and placarded, as required by applicable federal, state and local laws

and regulations or by Carrier. The goods shall be distinctly and permanently marked and manifested on the outside of the package(s), container(s), trailer(s) or railcar(s). Such Goods shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations.

In addition to manifests and other documentation with each request for transportation services, Shipper shall, upon request, provide Carrier with accurate and

descriptive chemical and physical data on the character of the Goods to be transported, prior to actual shipment.

3. Shipper shall have the sole responsibility, at its sole sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading the Goods into and out of containers to be transported. Shipper shall comply with all applicable federal, state and local laws and regulations regarding loading

, unloading and handling of the Goods. Shipper

shall not load or unload Goods on Carrier's property, except when a separate agreement for such activity has been executed by Carrier and Shipper. Carrier shall advise Shipper of any defects in packaging, labeling, marking, blocking, bracing, placarding, loading or unloading the Goods of which it is aware, provided, that Carrier has no obligation to inspect for such defects.

4. Carrier is a transporter only. In no event will Carrier ever take such action as would expose Carrier

to liability as a generator or an operator of a storage or disposal facility under applicable federal, state and local laws and regulations. Therefore, Shipper warrants as follows:

(a) that is authorized to enter into contracts with other companies or governmental agencies to store or dispose of Goods at storage or disposal sites owned and/or operated either by Shipper or by other storage or disposal systems;

(b) that it has arranged for storage or disposal of

the Goods in accordance with all applicable federal, state and local laws and regulations, and that Carrier has no obligation or responsibility to arrange for storage or disposal of Goods contained in any shipment;

(c) that the facilities it has selected, in its sole discretion, for storage or disposal of the Goods ("Designated Facilities") are permitted storage or disposal facilities under all applicable

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eral, state and local laws and regulations, and that Carrier has no obligation or responsibility to select or approve the Designated Facilities; and

(d) that it has and will maintain in effect all applicable federal, state or local permits and licenses required to operate Shipper's Designated Facilities, and when delivery is to a Designated Facility not owned or operated by Shipper, that it has

selected such Designated Facility based on the

fact that such Designated Facility has in effect all applicable federal, state and local permits and licenses required for operation.

5. If Carrier is unable to deliver the Goods to the Designated Facility, or to an alternate facility, if one has been designated by Shipper in the manifest and an emergency prevents delivery of the Goods to the primary Designated Facility, Shipper must either designate another facility or instruct Carrier to return the

Goods. Shipper warrants that any alternate facility it may designate satisfies all the terms of Paragraph 4, above. Shipper shall be liable for all costs incurred by Carrier in delivering the Goods to the alternate facility or in returning the Goods to shipper. Shipper shall issue a new manifest for the alternate facility, as required by applicable laws and regulations.

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6. In the event of an incident, release, discharge or spill, Shipper will cooperate fully with Carrier as to all corrective and remedial action necessary to satisfy applicable federal, state and local laws and regulations, including cleanup, recontainment and disposal or retransportation.
7. Shipper shall keep accurate records of shipments covered by this agreement for a period of three (3) years or that time period set by statute or regulation, whichever is longer, and Carrier or its duly authorized representative shall have access at all reasonable times to such records for the purpose of auditing and verifying performances of obligations hereunder and costs or charges for the performances of those obligations.
8. Carrier shall defend, indemnify and hold harmless Shipper and its affiliated companies, their officers, agents and employees, from and against any and all claims, demands, direct damages, losses, penalties or liabilities, including all attorneys' fees, expenses and interest thereon at 4 points over the prime rate, to the extent such arise out of the Carrier's breach of its obligations under this Article 12, failure to comply with all applicable federal, state and local laws and regulations, Carrier's negligence or Carrier's willful misconduct.
9. Shipper shall defend, indemnify and hold harmless Carrier and its affiliated companies, their officers, agents and employees, from and against any and all claims, demands, direct damages, losses, penalties or liabilities, including all attorneys' fees, expenses and interest thereon at 4 points over the prime rate, to the extent such arise out of the Shipper's breach of its obligations under this Article 12, failure to comply with all applicable federal, state and local laws and regulations, Shipper's negligence or Shipper's willfully misconduct.
10. In the event Shipper uses any container or trailer owned or supplied by Carrier, Shipper is obligated to clean and inspect that container or trailer and return it to Carrier in such a condition that it can be used to transport non-hazardous materials.