

Crowley Liner Org 023286 Tariff 002	Date Filed: 6/7/18
Rule Name: FORCE MAJEURE CLAUSE	Date Effective 6/14/18
	Revision: Original Publishing Code: I
<p>Except to the extent provided herein, no liability shall result to either party from delay in performance or non-performance caused by circumstances beyond the control of the parties affected by a force majeure situation</p> <p>1. Force Majeure, as used herein, shall mean and include without limitation, strikes, accidents, lockouts, fire, marine disaster, acts of God, terrorism or public enemy, embargos, riots and civil commotion.</p> <p>In case of Force Majeure, the periods during which shipments cannot be made, shall be considered disability periods, for the purposes of Time Volume Rates and the expiration dates will be adjusted accordingly.</p> <p>2. In addition, without prejudice to any rights or privileges of the carriers under covering Bills of Lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargos, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the carrier's operations, the carriers reserve the right to cancel any outstanding booking or contract of carriage, or to increase upon less than 30 days' notice in conformity with Federal Maritime Commission Regulations by publication in this tariff, any affected rate or rates in order to meet such conditions.</p>	