

Crowley Liner Org 023286 Tariff 002	Date Filed: 6/7/18
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INTERMODAL SAFE CONTAINER ACT OF 1992

Note 1. Shipper shall not tender, and Carrier may refuse a container stuffed by a shipper or its agent with a total gross weight in excess of the maximum gross weight capacity stated on the container. Any expense involved with Carrier's refusal or handling of such containers (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing and restuffing of containers, and additional equipment costs) will be for the joint and several account of the Shipper, Consignee, and Cargo Owner. Any such expenses shall be paid to the Carrier before return of the container to the Shipper or release of the container to the Consignee.

Note 2. Notwithstanding the maximum weights set forth above, it is the responsibility of the Shipper to insure that any container tendered by it to a Carrier for transportation under the scope of this tariff complies with all laws and regulations of each country that it will transit (including local, State and Federal laws and regulations in the United States) with regards to road weight limitations, including any law or regulation that provides for a lower weight limitation than set forth above.

1

Note 3. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard a Carrier's vessel, such container shall be discharged to transport or arrange to transport such container to any inland destination.

Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

- a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc.;
- b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination.
- c. The rates to be applied for the transportation of any such cargo will be those of the inland carrier that is engaged to transport the cargo.

Under either alternative, excess cargo shall be assessed a charge of U.S. \$250.00 in addition to all other freight and other costs and expenses set forth herein.

Note 4. a. In the case of containers supplied, stowed, or packed by Shipper, Consignee, or Cargo Owner or supplied, stowed, or packed on its behalf, Shipper, Consignee and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence, or any other factor for:

(i) Personal injuries or death, or damage to or loss of cargo or other property resulting from: failure of Shipper, Consignee, or Cargo Owner to comply with any applicable laws, regulations or ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Act of 1992, as amended), failure to comply with equipment specifications and standards in this Tariff, a defect in any container or other equipment supplied by Shipper, Consignee, Cargo Owner, or failure of Shipper, Consignee, Cargo Owner, or its agent to load and brace the cargo properly, if such defect or failure is a proximate cause of injury, death, damage or loss.

(ii) Any fine, penalty cost (including attorney's fees), bond, interest or other sanction imposed upon Carrier, its agents or participating motor carriers for violation of any applicable laws, regulations and ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended) in connection with any transportation services provided under this Tariff resulting from failure of Shipper, Consignee, or Cargo Owner to comply with such laws, regulations and ordinances. Carrier, its agents or participating motor carriers shall have no duty to resist, dispute or otherwise oppose the levy of such fine, penalty cost (including attorney's fees), bond, interest, or other sanction and shall not have any liability to Shipper, Consignee, or Cargo Owner for failure to do so.

(iii) Liability For Violation Of The Intermodal Safe Container Transportation Act of 1992, As Amended.

The losses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions referred to in subparagraphs (i) and (ii) above include, but are no limited to, any sanctions or monetary claims of any kind imposed or asserted by the United States, a State of the United States, or any other entity or person (whether public or private) pursuant to the authority of the Intermodal Safe Container Transportation Act of 1992, as amended (the "Act") or pursuant to any state law implementing or addressing

the same subject matter as the Act. The Act requires that any person tendering for intermodal transportation a loaded container or trailer with a gross cargo weight over 29,000 pounds must provide to the initial carrier at or before the time the container or trailer is tendered for transportation a certification including (1) the gross weight of the cargo (including packaging, pallets and dunnage), (2) a reasonable description of the contents of the container or trailer, (3) the identity of the certifying party, (4) the container or trailer number, and (5) the date of the certification.

(iv) Any changes incurred in re-handling cargo to correct any defect or failure described in subparagraphs (i) and (ii) above shall be for the joint and several account of Shipper, Consignee, and Cargo Owner.

b. Shipper, Consignee and Cargo Owner each agree, where its act of omission (or that of its agent) is a proximate cause of any loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction described in subparagraph (a) above, to indemnify and hold harmless Carrier from any such loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction and from the cost of defending claims, suits or assessments against Carrier, its agents or participating motor carriers, including without limitation reasonable attorney's fees.

(i)

Note 5. The Carrier may refuse to release a container or trailer to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, interest, and other sanctions have been satisfied or the Carrier has been reimbursed for payment of same.

(ii)

Note 6. The weight limits set forth in this rule shall supersede any different rating method shown in the applicable tariff, during Intermodal, Rail/Motor portion of the move.