

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

TARIFF NO. STB SPAJ 300

NAMING
GENERAL TERMS, CONDITIONS AND
COMMODITY FREIGHT RATES

FOR
MOTOR/WATER TRANSPORTATION
AND RELATED SERVICES

BETWEEN
POINTS IN WASHINGTON AND POINTS IN ALASKA
(See Page 6)

See Rule No. 100 for Governing Publications

The provisions published herein will, if effective, not result in an effect on the quality of the Human Environment

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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3815 West Valley Highway N, Auburn, WA 98001

Title Page

SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300****CHECK SHEET****LOOSE LEAF TARIFF INFORMATION**

This tariff is issued in loose leaf form and all changes will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original page.

CHECK SHEET FOR CORRECTIONAL NUMBERS:

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Page No. 1

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

PARTICIPATING CARRIERS

ABBREVIATIONS:	NAME OF CARRIER:	CERTIFICATE:
MSNT	Midnight Sun Transportation Services, LLC, AK	USDOT 309261 MC-538408 USDOT 272017 MC- 16975
AKFE	Alaska Freight Express, LLC Kent, WA	
	PARTICIPATING FREIGHT FORWARDERS	CERTIFICATE:
ABBREVIATIONS:	NAME OF FORWARDER:	USDOT 2370728 FF-002348
SPAJ	Span-Alaska Transportation, LLC, Auburn, WA	

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SPAN-ALASKA TRANSPORTATION, LLC

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ALPHABETICAL LIST OF POINTS SERVED FROM AND TO WHICH RATES APPLY:

ALASKA POINT SERVED	RATE BASIS	REGION
Anchorage	ANC	Central
Fairbanks	FBX	Central
Juneau	JNO	Southeast
Ketchikan	KET	Southeast
Kenai	KEN	Central
Palmer	PMR	Central
Sitka	STK	Southeast
Soldotna	KEN	Central
Wasilla	PMR	Central
Kodiak	KOD	Central

WASHINGTON POINT SERVED	RATE BASIS		
Auburn	ABR		
Kent	ABR		
Seattle	SEA		
Tacoma	TAC		

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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:
<u>GOVERNING PUBLICATIONS</u>		100
<p>Except as otherwise provided herein, this tariff is governed by the following publications, including supplements thereto and subsequent reissues thereof:</p> <ol style="list-style-type: none"> 1) Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180. 2) Federal Hazardous Waste Regulations, Code of Federal Regulations, Title 49, Part 262. 3) National Motor Freight Classification STB NMF 100, series. In the event that a rule is set forth 4) Herein addressing the same topic or Rule as the STB NMF 100, series, SPAJ 300 shall take precedence. Numerical reference to specific Items or Rules of the N.M.F.C will refer to corresponding Items or Rules under whatever number they may appear in a supplement to or successive issues of that classification. 		
<u>DEFINITIONS-GENERAL</u>		110
Assured		
SPAJ	SPAJ Refers to Span Alaska Transportation, Inc.	
MSNT	MSNT refers to Midnight Sun Transportation Services, LLC	
AKFE	AKFE refers to Alaska Freight Express, LLC	
Carrier	Carrier refers to SPAJ, in the capacity of a freight forwarder, MSNT and AKFE, and their respective subcontractors, authorized agents and all directors, officers and employees thereof.	
Consignee	Consignee refers to the entity identified by Shipper to receive the goods.	
Container	Container refers to all types of containers, flatbeds, platforms, trailers, tankers, etc. into or onto which goods are loaded and transported.	
Entity	Entity refers to all forms of business entities as well as natural persons.	
Goods	Goods refers to those items of personal property with respect to which Carrier has been requested to or does provide services, including all packing and packaging thereof as well as all other items or materials associated therewith, including, without limitation, crates, cradles, pallets containers. The term "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."	
Shipper	Shipper refers to the entity engaging Carrier with respect to the goods, unless the context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and all others who may have a right of claim by, through or with respect to the goods.	
<u>DEFINITIONS – HOLIDAYS</u>		120
Where reference is made in this tariff to "Holidays," the following are referred to (see Note 1):		
Christmas Day	Labor Day	
Memorial Day	Thanksgiving Day	New Year's Day
Independence Day	Day after Thanksgiving Day	
<ol style="list-style-type: none"> 1. When the Holiday falls on a Saturday, the preceding workday will be designated as the Holiday. When the holiday falls on a Sunday, the following workday will be designated as the Holiday. 		
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:
<u>APPLICATION OF TARIFF – GENERAL</u>		160
<p>1. Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled routes. . This Tariff shall apply to services provided by Carrier, in its capacity as either a motor carrier or freight forwarder, in interstate, intrastate and/or foreign commerce between points in North America.</p> <p>2. For purposes of this Tariff, the term "Customer" or "Shipper" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.</p> <p>3. The provisions of this Tariff may only be waived in a written agreement signed by Carrier and Customer. Unless expressly disclaimed by a such a written agreement, this Tariff shall apply to all services provided by Carrier or that are otherwise within the scope of this Tariff (including services performed pursuant to a Short Form Rate Confirmation or Spot Move Agreement where such agreement does not specifically disclaim the provisions of this Tariff), and the terms and conditions of Carrier's Standard Bill of Lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions of any air bill, manifest, label, bill of lading or other shipment documentation, the terms and conditions of this Tariff shall control.</p> <p>4The establishment of a commodity rate removes the application of the class rate on the same article between the same points via the same route.</p> <p>5Carrier reserves the right to utilize other routes and/or other Carrier's participating herein.</p> <p>6Except as otherwise provided, rates apply via a combination of motor-water-motor routes.</p> <p>7Goods to or from ports/places named herein will be accepted and handled direct only when Carrier feels the quantity offered is sufficient to justify the expense of the call.</p> <p>8Freight charged on lineal, cubic foot, square yards or square foot basis will have its measurements rounded up to the next whole foot or yard. Fractions of feet or yards will not be used when calculating freight and/or charges hereunder.</p> <p>9Goods loaded to containers under Shipper load and count will move at containerload (CL) rates only.</p>		
<u>APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES</u>		190
<p>Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charges applicable to any given shipment moved or to be moved under the provisions of this tariff. The estimate will be given on the basis of the effectively published tariff provisions according to the facts concerning the shipment, which have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation of freight charges, which is not binding upon either party. See Rule 1115.</p>		
<u>ADVANCING CHARGES (Exception to NMFC Item 300)</u>		300
<p>No charges will be advanced to Shipper, Consignee or cargo owners or its warehousemen or agents, except those incidental to the transportation of the goods which are incurred but not otherwise known or contemplated by Carrier and then only at the discretion of Carrier. Any amount to be advanced by Carrier must be presented to Carrier at the time of initial delivery of the goods to Carrier and separately agreed to by Carrier. Carrier will not issue a corrected freight bill based solely upon a change in instructions or other request regarding the advancing of any such amounts.</p>		
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**ARRIVAL NOTICE AND UNDELIVERED FREIGHT

320

Except as may be otherwise provided Carrier's in Carrier's Tariff, 48 hours free time, excluding Saturdays, Sunday and legal holidays, will be allowed for delivery arrangements to be made.

Storage (Delay Charges see Rule 500 & 910) will begin when free time expires. Carrier reserves the right to send a shipment to public warehouse at the expense of the owner once free time has expired or Carrier may hold the shipment in its terminal subject to storage fees defined in Rule 500 of the Carriers tariff, or the shipment will be held by the Carrier, subject to the charges in Rule 910.

Free time will be computed from the first 8:00 AM after notice of arrival has been given or actual arrival of the freight at destination, whichever is later. The placing of a card in the mail, postage pre-paid, email, phone or fax message will be considered as giving notice of arrival.

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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:	RULE NO:
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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS: **RULE NO:**

PLACEMENT SERVICE AND ARBITRARIES TO OR FROM POINTS IN THE STATE OF ALASKA

342

A. Except as otherwise provided in specific rate items, CL rates include placement service at destination. When placement service is requested, but not provided in the specific rate item Carrier will provide such service at the following rates. (Rates shown in dollars per container)

<u>POINT/PLACE</u>	<u>BASING POINT</u>	<u>CHARGE IN DOLLARS PER CL</u>
Big Lake	Anchorage	737.00
Chugiak	Anchorage	639.00
Eagle River	Anchorage	455.00
Eielson AFB	Anchorage	2,289.00
Elmendorf AFB	Anchorage	295.00
Fairbanks	Anchorage	1,855.00
Fort Richardson	Anchorage	295.00
Fort Wainwright	Anchorage	2,289.00
Homer	Anchorage	1,855.00
Kenai	Anchorage	1,154.00
Nikiski	Anchorage	1,431.00
Ninilchik	Anchorage	1,614.00
Palmer	Anchorage	650.00
Soldotna	Anchorage	1,154.00
Wasilla	Anchorage	650.00

Calculation of Arbitrary Charges

1. Determine the applicable basing point, apply the applicable charge based on the point or place to which placement will be made and apply the associated charge.
2. Rates shown apply to cargo that is not subject to over dimension surcharges as outlined in item 343 of this tariff.
3. Rates shown subject to Item 345, Fuel Surcharge.

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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SPAN-ALASKA TRANSPORTATIN, LLC

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>CHARGES, OVERDIMENSION GOODS (HEAVY, BULKY, LONG, ETC.)</u></p> <p>(1) Over weight: Rates named herein apply only to single pieces or packages, or combined pieces or packages loaded to a single container, weighing less than 44,000 pounds. Single pieces or packages, or combined pieces or packages loaded to a single container, weighing 44,000 pounds or more shall take a surcharge as negotiated with Carrier.</p> <p>(2) Over length: The rates named in this tariff apply on trailers, containers or lading not exceeding 40' in length. Trailers, containers or lading exceeding 40' in length will be subject to additional charges as negotiated with Carrier.</p> <p>(3) Over-width Over-height: The rates names in this tariff apply on trailers, container or lading not exceeding 8' 6" in width or height. Trailers, container or lading exceeding 8' 6" in width or height will be subject to additional charges as negotiated with Carrier.</p>	<p>343</p>

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>FUEL SURCHARGE</u></p> <p>Unless otherwise provided, all shipments are subject to a fuel surcharge of Seventeen percent (17.0%) to Central Alaska regions under Ship Service, Seventeen percent (17.0%) ▼ to Central Alaska regions under Barge Service, and Six percent (6.0%) to Southeast Alaska regions as described in Alphabetical List of Points Served, STB SPAJ 300, page 6.</p> <ol style="list-style-type: none"> 1. For rates in cents, fractions of less than ½ cent will be dropped and fractions of ½ cent or more will be rounded to the next whole cent. For rates in dollars, fractions of dollars will be rounded as follows: less than .50 will be dropped and .50 or more will be rounded to the next full dollar. 2. Where the rate or charge is published in dollars and cents, apply the equivalent in cents. 	345
<p><u>BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES – DOCUMENTATION</u></p> <p>Upon request, Carrier will provide the following documentation as part of the transportation services:</p> <ol style="list-style-type: none"> 1) Bill of lading, as set forth in Item 365, which shall be deemed to have been issued for each shipment 2) Freight bill 3) Proof of Delivery 	360
<p><u>BILLS OF LADING OR FREIGHT BILLS INVOLVING A CHANGE IN COLLECTION STATUS</u></p> <p>Bills of lading or freight bills edited by, or other written instructions from, Shipper requesting a change in collection status from "prepaid" to "collect" will not be accepted unless credit has been expressly approved by Carrier's credit department in writing. Notwithstanding the foregoing, bills of lading or freight bills edited by, or other written instructions from, Shipper requesting such a change in collection status will not be accepted under any circumstances once goods have been delivered.</p> <p>When such a change in collection status is allowed by Carrier, a charge of \$27.50 for such change will be assessed against the ultimate payer of freight charges.</p>	362
<p><u>BILLS OF LADING, OTHER THAN CARRIER</u></p> <p>When Carrier signs for receipt on any Shipper's or third-party carrier's bill of lading other than Carrier's bill of lading, Carrier shall only acknowledge receipt of the shipment and shall not be accepting the terms or conditions as described on the Shipper's or third-party carrier's bill of lading. When a shipment is received on a bill of lading other than Carrier's bill of lading, all contract terms and conditions as stated in Item 365 shall remain applicable.</p>	364
<p><u>BILL OF LADING</u></p> <p>The front page and full terms and conditions of Carrier's bill of lading, set forth below, shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed between Shipper and Carrier in writing, and the individual terms and conditions of Carrier's bill of lading are fully incorporated into this tariff as if separately set forth herein.</p> <p>(continued)</p>	365
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FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:		RULE NO:
<p><u>BILL OF LADING, TERMS AND CONDITIONS</u></p> <p>1. DEFINITIONS</p> <p>a. "<u>Carrier</u>" refers to the entity identified on the face page as well as its subcontractors, authorized agents and all directors, officers and employees thereof.</p> <p>b. "<u>Consignee</u>" refers to the entity identified on the face of this bill of lading to receive the goods.</p> <p>c. "<u>Goods</u>" refers to those items of personal property with respect to which Carrier has been requested to or does perform services, including all packing and packaging of the goods as well as all other items or materials associated with the goods, including, without limitation, crates, cradles, pallets, tanks, platforms and containers. The term "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."</p> <p>d. "<u>Entity</u>" refers to all forms of business entities as well as to natural persons.</p> <p>e. "<u>Shipper</u>" refers to the entity engaging Carrier with respect to the goods and, unless the context herein otherwise clearly indicates to the contrary, Shipper shall include the owner, consignor, consignee and all others who may have right of claim by, through or with respect to the goods.</p> <p>2. FREIGHT, PAYMENT, ETC.</p> <p>a. <u>Freight</u>. Freight shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading and/or tariff.</p> <p>b. <u>Charges</u>. Shipper shall also be responsible for all assessments, charges and/or expenses upon or against the goods pursuant to this bill of lading and/or Carrier's tariff, including, without limitation, all dues, taxes, duties, fines, penalties applicable to the goods, advances made by Carrier, additional expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder and expenses incurred as a result of unforeseen or extraordinary circumstances. Freight and/or charges based upon inaccurate or incomplete instructions or particulars from Shipper may be recalculated by Carrier.</p> <p>c. <u>Payment</u>. Freight and all other charges shall be deemed fully earned upon tender of the goods by Shipper or commencement of performance by Carrier, whichever shall first occur, and payable in advance and/or prior to delivery of goods unless otherwise agreed in writing by Carrier. All sums due shall be payable in U.S. dollars without deduction or offset. Interest on sums which are due but have not been paid shall accrue at the rate of one and one half percent (1.5%) per month or the highest rate allowed by law until fully paid. Shipper, specifically including all entities identified in the definition of that term, shall be jointly and severally liable for payment of all sums due Carrier hereunder.</p> <p>d. <u>Lien</u>. Carrier shall have a lien upon all goods transported hereunder, which lien shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of all charges due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and/or public or private sale of the personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.</p> <p>3. ROUTES, METHODS, ETC.</p> <p>Carrier shall perform hereunder with due diligence, but does not warrant or guarantee any particular departure/arrival times or dates. Carrier shall have liberty with respect to selection of conveyances, routes, procedures, modes and methods of transportation.</p> <p>4. HINDRANCES</p> <p>Carrier shall not be liable for delay, inability to perform or failure to perform caused by events beyond its direct and reasonable control. In the event any such hindrance should occur, Carrier shall, if feasible, notify Shipper for instructions, or, if insufficient time exists or instructions are not provided, shall, at Shipper's risk and expense, store and/or dispose of the goods as appears reasonable under the circumstances.</p> <p>5. TRANSPORTATION BY WATER</p> <p>Shipper authorizes on deck or under deck transportation, at Carrier's option, including transportation on unmanned, open deck barges.</p>		<p>365 continued</p>
<p>For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.</p>		
<p>ISSUED: November 30, 2016</p>		<p>EFFECTIVE: December 1, 2016</p>
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p>BILL OF LADING, TERMS AND CONDITIONS</p> <p>6. INFORMATION RELATING TO GOODS</p> <p>Shipper warrants the accuracy and completeness of all instructions and all particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss or expense (including any additional charge) resulting from inaccurate and/or incomplete instructions or particulars.</p> <p>7. HAZARDOUS GOODS</p> <p>Shipper must identify to Carrier in writing and prior to shipment all goods requiring specialized handling or which are dangerous or hazardous in character, and Carrier must specifically assent to the transportation thereof. If accepted by Carrier, Shipper shall provide complete and accurate handling instructions, including relevant safety procedures, and shall complete all documentation and otherwise comply with all laws applicable to such goods. If the special, dangerous or hazardous character of the goods creates a risk of harm to persons or property, or makes the continued transportation thereof impractical, Carrier shall be at liberty to discharge, store and/or dispose of such goods at Shipper's risk and expense.</p> <p>8. TENDER OF GOODS</p> <p>Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of transportation.</p> <p>9. DELIVERY OF GOODS</p> <p>Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified on the face of this bill of lading. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge or unloading to be at Shipper's sole risk and expense. Consignee shall be obligated to receive and take the goods during normal working hours. Goods which have been received and taken by Consignee, which have been tendered to Consignee and either refused or otherwise not received and taken by Consignee, which have been seized by governmental authorities or under legal process, which cannot be delivered because of Shipper's fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not been received and taken, shall be deemed to have been fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent at Shipper's sole risk and expense.</p> <p>10. SUBCONTRACTING</p> <p>Carrier shall be entitled to subcontract on any terms the whole or any part of the transportation services hereunder. Carrier shall be authorized to subcontract with affiliated and related entities, which shall be considered as dealing with third parties.</p> <p>11. Liability FOR LOSS, DAMAGE, ETC. TO GOODS</p> <p>a. <u>Exceptions.</u> Carrier shall not be liable for loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of the sea or air; act of terrorism; act of a public enemy; act of war; act of public authority or other with apparent public authority; fire, unless caused by the actual fault or privities of Carrier; quarantine; act or omission of Shipper or the owner of the goods, or their agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal remains unbroken and the container is not physically damaged itself; error in operation or navigation; and/or any other cause arising without the actual fault and privities of Carrier, its agents and representatives.</p> <p>b. <u>Consequential Damages.</u> Carrier shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or entity.</p> <p>c. <u>Delivery in Good Condition.</u> Delivery of the goods without written notification of damage on the front of the bill of lading or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when received</p>	<p>365 Continued</p>
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.	
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<p><u>BILL OF LADING, TERMS AND CONDITIONS</u></p> <p>d. Claims. As a condition precedent to recovery against Carrier:</p> <ol style="list-style-type: none"> 1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted on Carrier's copy of the bill of lading and/or delivery receipt or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received. 2. In the event of loss or damage which is not ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fifteen (15) days of delivery, after which time with no such notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when received. 3. In the event of goods which are delayed, lost or otherwise not delivered, Carrier must be given written notice of the delay, loss or failure to deliver within fifteen (15) days from the date upon which the goods should have been delivered or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received. 4. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof. 5. Written claim for loss/damage, specifying the particulars thereof, must be filed with Carrier within nine (9) months of delivery, date by which the goods should have been delivered, or date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later. 6. Any suit against Carrier must be filed within two (2) years following date of delivery of the goods, date which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later. 7. There shall be no recovery against Carrier until all freight and charges have been paid in full. <p>12. VALUATION Merchandise shipped under this bill of lading shall be valued at the amount of invoice, including all charges therein plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice plus 10%. Merchandise not shipped subject to an invoice (including inter-company shipments) shall be valued at the actual cash value on the date of loss plus prepaid and/or advanced and/or guaranteed freight, plus 10%. Privilege is granted the named insured to insure in foreign currencies; losses to be payable in same funds but premiums payable in U.S. dollars. For the purposes of covering funds from one currency to another, the bankers sight rate of exchange in effect on the date of invoice shall apply.</p> <p>13. EXTENSION OF BENEFITS All limitations upon, and exceptions and defenses to, liability granted to Carrier pursuant to this agreement shall be deemed automatically extended to all parent, subsidiary and affiliated entities and all subcontractors of Carrier, and the members, directors, officers, employees and agents of each of the foregoing.</p> <p>14. GOVERNING LAW AND FORUM The federal laws of the United States shall be applicable to this bill of lading to the extent there is a specific federal statute or rule of law, but otherwise the laws of the state of Washington shall apply. Any suit relating to this bill of lading must be filed in, and the parties hereby consent to the exclusive personal jurisdiction of, the state or federal court located in Tacoma, Washington; unless specifically prohibited by law, the substantially prevailing party shall be entitled to its legal fees and costs.</p> <p>15. EXECUTION This bill of lading may be executed by agents and/or representatives of the parties; upon Shipper's consent, verbal or otherwise, Carrier may sign as agent for Shipper for such limited purpose. Upon tender of the goods to Carrier, Shipper shall be deemed to have consented to the terms and conditions of this bill of lading and carrier's tariff, regardless of whether this bill of lading shall have been issued to, or executed by, Shipper. This bill of lading may be executed in counterparts and/or by facsimile, with a facsimile signature deemed equivalent to an original signature.</p>		<p>365 Continued</p>
<p>For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.</p>		
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<p data-bbox="211 302 656 329"><u>BILL OF LADING, TERMS AND CONDITIONS</u></p> <p data-bbox="211 344 477 371">16. ENTIRE AGREEMENT</p> <p data-bbox="211 378 1256 548">This bill of lading, and any transportation agreement, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued by Carrier with respect to the goods as well as Carrier's tariff, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications and agreements, whether oral or written. This bill of lading supersedes and replaces any bill of lading or other document issued by a party other than Carrier with respect to the goods, including any bill of lading or other document from Shipper. The headings used herein are for convenience of reference only. This bill of lading may not be altered or amended without Carrier's written consent.</p>		<p data-bbox="1333 344 1474 405" style="text-align: center;">365 Concluded</p>
<p data-bbox="211 1640 1393 1671">For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.</p>		
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RULES AND GOVERNING PUBLICATIONS

SAMPLE BILL OF LADING

For copy of Carrier's Bill of Lading form see www.spanalaska.com/html/forms.html

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380

Changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a new revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.

EXAMPLE: "1st Revised Page 5" cancels "Original Page 5"
"2nd Revised Page 5" cancels "1st Revised Page 5" as well as "Original Page 5"

C.O.D. SHIPMENTS

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Collect on Delivery Shipment (C .O. D.) will be accepted as provided herein.

- (A) The consignee will not be allowed to examine the contents of a C.O.D. shipment prior to payment of C.O.D charges and receipt of the shipment.
- (B) C.O.D shipments of perishable goods, personal goods, or household goods will not be accepted.
- (C) Only the following forms of payment will be accepted for payment of C.O.D. amounts:
 - (1) Cash
 - (2) Bank cashiers check
 - (3) Certified check
 - (4) Money order
 - (5) Personal check of the consignee, when so authorized in writing or by endorsement on the bill of lading and or shipping orders by the consignor.
- (D) The C.O.D. charges will be collected from the consignee, except that such may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading or shipping order. Collection of remitting charges on freight or other lawful charges, due to carrier, shall be paid to the carrier.
- (E) The charges of the destination carrier, for collecting and remitting the amount of each C.O.D. bill collected, on shipments consigned C.O.D. will be a minimum of \$84.00, maximum of \$394.00, subject to 3.5% of the amount of the C.O.D order.
- (F) The carrier will, upon written request from the consignor, change the status of a C.O.D. shipment by Increasing, reducing, or canceling the amount of the C.O.D., subject to the following:
 - (1) The request must be received by the delivering carrier in time to accomplish the change prior to delivery of the shipment.

Continued

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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<p>(G) Carrier reserves the right to refuse C.O.D. shipments, which require payment of C.O.D charges to the inbound carrier at time of delivery.</p> <p>(H) All checks (including cashier's checks and certified checks) and money orders tendered in payment of C.O.D.s will be accepted by the carrier at shippers risk including, but not limited to risk of non payment and forgery and carrier shall not be liable under any such instrument.</p> <p>(I) Performance of C.O.D. service will not constitute Carrier as the shipper's agent for any purpose, including, but not limited to, completion of the sale of the goods by the shipper to the recipient.</p>	<p>430 Concluded</p>												
<p><u>LIEN</u></p> <p>Carrier shall have a lien upon all goods transported hereunder, which lien shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shippers' personal property subsequently in the possession of Carrier to secure payment of sums due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and/or public or private sale of the personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.</p>	<p>472</p>												
<p><u>CUSTOMS OR IN BOND SHIPMENTS</u></p> <p>Shipments moving under Bond will not be accepted by the Carrier.</p>	<p>480</p>												
<p><u>DELAY CHARGES</u></p> <p>(1) FREE TIME:</p> <p>Unless otherwise provided rates include the following free time during which the driver will standby at no additional cost for loading/unloading of goods by Shipper or Consignee:</p> <p style="padding-left: 40px;">Locations in Alaska : 15 minutes Locations in Washington : 15 minutes</p> <p>(2) DELAY CHARGES: Delays beyond the allowed free time shown above, through no fault of Carrier, shall be assessed delay charges as set forth below. Charges will be applied in ¼ hour increments.</p> <table border="1" data-bbox="267 1375 1226 1522"> <thead> <tr> <th colspan="2">POINTS/PLACES IN ALASKA</th> <th colspan="2">POINTS/PLACES IN WASHINGTON</th> </tr> <tr> <th>charge</th> <th>minimum</th> <th>charge</th> <th>Minimum</th> </tr> </thead> <tbody> <tr> <td>\$159.00 Hour</td> <td>\$64.00</td> <td>\$159.00 Hour</td> <td>\$64.00</td> </tr> </tbody> </table>	POINTS/PLACES IN ALASKA		POINTS/PLACES IN WASHINGTON		charge	minimum	charge	Minimum	\$159.00 Hour	\$64.00	\$159.00 Hour	\$64.00	<p>500</p>
POINTS/PLACES IN ALASKA		POINTS/PLACES IN WASHINGTON											
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<p><u>DETENTION – TRAILERS WITHOUT POWER UNITS</u></p> <p>Trailers moving under or subject to the provisions of (C) (D) this tariff may be detained for loading or unloading subject to the provisions of this item.</p> <p>(1) FREE TIME:</p> <p> Unless otherwise provided, placed and/or removed containers (per Item 848) will be allowed 72 hours free time (excluding Saturdays, Sundays and Holidays) commencing the first 7:00 a.m. after tender thereof to Shipper or Consignee for loading/unloading of goods.</p> <p>(2) DETENTION CHARGES:</p> <p> Containers not released to Carrier upon or before expiration of free time shown above, through no fault of Carrier, shall be assessed detention charges as set forth below commencing upon expiration of free time and continuing until the container is released to Carrier via telephone or other notice (including Saturdays, Sundays and Holidays).</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">20'</td> <td style="text-align: center;">40-45'</td> <td style="text-align: center;">48'</td> <td style="text-align: center;">53'</td> </tr> <tr> <td style="text-align: center;">Per day</td> <td style="text-align: center;">Per day</td> <td style="text-align: center;">Per day</td> <td style="text-align: center;">Per day</td> </tr> <tr> <td style="text-align: center;">\$58.00</td> <td style="text-align: center;">\$58.00</td> <td style="text-align: center;">\$79.00</td> <td style="text-align: center;">\$79.00</td> </tr> </table>	20'	40-45'	48'	53'	Per day	Per day	Per day	Per day	\$58.00	\$58.00	\$79.00	\$79.00	501
20'	40-45'	48'	53'										
Per day	Per day	Per day	Per day										
\$58.00	\$58.00	\$79.00	\$79.00										

<p><u>EFFECTIVE DATES</u></p> <p>Shipments are governed by the rates and rules in effect on the date(s) the shipment(s) are tendered to Carrier. Each part lot of a multiple part shipment will be assessed the rates and charges in effect on the date of tender of the individual part lot (see Exception).</p> <p>The term "tender" or "date of tender" is the date upon which the shipment is physically received by Carrier.</p> <p>EXCEPTION: Shipments moving under through rates shall be subject to the rates and charges in effect on the date of tender to the originating participating Carrier.</p>	510
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RULES AND GOVERNING PROVISIONS:		RULE NO:												
<p data-bbox="212 331 1089 386">EMIGRANT'S MOVEABLES, HOUSEHOLD GOODS AND PERSONAL EFFECTS, TRANSPORTATION OF:</p> <p data-bbox="212 415 1203 470">The term "Emigrant's Moveables, Household Goods and Personal Effects" shall be defined as follows:</p> <p data-bbox="212 499 1159 527">A. Personal effects, personal property and/or property used or to be used in a dwelling.</p> <p data-bbox="212 527 1256 611">(1) Shall not be construed to include property an individual has purchased with intent to use in the dwelling, so long as it is received by Carrier within seven (7) days of purchase, and is intact in original packaging.</p> <p data-bbox="212 611 1261 665">(2) Shall be considered to include personal property the individual has transported to or from a job site or other place of business.</p> <p data-bbox="212 665 1256 749">(3) Shall be considered to include personal effects and personal property when transported on behalf of an individual by a business, regardless of whether the individual or business pays the freight charges.</p> <p data-bbox="212 774 1256 829">NOTE 1: The following items shall be excluded from this definition except when mixed with personal property as described above and, tendered in Shipper Load and Count closed containers.</p> <p data-bbox="298 854 862 882">Autos, Boats, Contractors Outfits, Machinery, Trailers</p> <p data-bbox="225 909 1002 936">NOTE 2: Shipments containing Hazardous Materials will not be accepted.</p> <p data-bbox="212 963 1256 1102">NOTE 3: Rates provided for household goods or personal effects are based on a released value not exceeding \$.60 per pound. The release may relate to each article separately and not to the shipment as a whole. If shipper elects to ship at a released value exceeding \$.60 per pound, such value must be entered on the bill of lading by the shipper but in no case shall the released value be stated by the shipper at a value exceeding \$5.00 per pound</p> <table border="1" data-bbox="212 1127 1273 1304"> <thead> <tr> <th data-bbox="212 1127 743 1157">Released Value</th> <th data-bbox="743 1127 1273 1157">Applicable Rate Basis</th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1157 743 1186">Not exceeding \$.60 per pound</td> <td data-bbox="743 1157 1273 1186">Class 150</td> </tr> <tr> <td data-bbox="212 1186 743 1215">Exceeding \$.60 but not exceeding \$.70</td> <td data-bbox="743 1186 1273 1215">Class 175</td> </tr> <tr> <td data-bbox="212 1215 743 1245">Exceeding \$.70 but not exceeding \$1.20</td> <td data-bbox="743 1215 1273 1245">Class 200</td> </tr> <tr> <td data-bbox="212 1245 743 1274">Exceeding \$1.20 but not exceeding \$2.00</td> <td data-bbox="743 1245 1273 1274">Class 250</td> </tr> <tr> <td data-bbox="212 1274 743 1304">Exceeding \$2.00 but not exceeding \$5.00</td> <td data-bbox="743 1274 1273 1304">Class 350</td> </tr> </tbody> </table> <p data-bbox="212 1329 1273 1440">NOTE 4: If shipper fails to state a released value on the bill of lading, the shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released at the lowest valuation provided and shipment will move and be charged for, on the basis of such limitation of liability.</p> <p data-bbox="212 1467 1268 1522">NOTE 5: Freight charges must be paid in advance of departure unless credit has been established with the Carrier.</p> <p data-bbox="212 1549 1218 1604">NOTE 6: Shipments of household goods must be tightly packaged in lift vans, crates or sturdy cartons, loose articles will not be accepted for transport.</p>		Released Value	Applicable Rate Basis	Not exceeding \$.60 per pound	Class 150	Exceeding \$.60 but not exceeding \$.70	Class 175	Exceeding \$.70 but not exceeding \$1.20	Class 200	Exceeding \$1.20 but not exceeding \$2.00	Class 250	Exceeding \$2.00 but not exceeding \$5.00	Class 350	515
Released Value	Applicable Rate Basis													
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<p><u>EQUIPMENT SPECIFICATIONS</u></p> <p>Specifications on any container (including all equipment, conveyances, etc. within that term) to be provided by Carrier with respect services hereunder shall be provided upon request from Shipper.</p> <ol style="list-style-type: none"> 1. Maximizing payload weight does not guarantee compliance with state, municipal or federal road weight limits. All loads must not exceed legal road limits when moving on public roads. Costs due to over loading are to the account of the goods. 2. Payload refers to the maximum weight the container is designed to carry, and is provided for information purposes only. 3. Acceptance of payload is subject to Carrier having suitable equipment. 	520
<p><u>EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS</u></p> <p>This tariff is subject to Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 – 180, *** As well as any state, local, provincial (Canadian) law, regulation, rule or ordinance relative to the transportation of Hazardous goods.</p> <p>Hazardous Goods refers to any goods which have any explosives, inflammables, infectious substances, corrosive or oxidizing character, dangerous items, hazardous materials *** including without limitation any material or substance listed on the federal Hazardous Material Table (49 C.F.R 172.101) any type or nature whatsoever will be accepted for transportation only after prior booking arrangements have been made with Carrier and Carrier has specifically agreed to provide services with respect to such goods in writing.</p> <p>Carrier reserves the right to refuse any goods which, in its judgment, are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment or other personal property, or for which, in Carrier's judgment, is not able to be safely loaded, stowed, secured, unloaded and delivered.</p> <p>All shipments of such goods accepted by Carrier shall be subject to the following requirements:</p> <ol style="list-style-type: none"> (1) Shipper shall provide Carrier with complete and approved shipping papers, to include all information, descriptions, instruction, disclosures required by Haz Mat laws. A statement of certification must appear on the shipping paper that the goods offered for transportation meet the requirements of this tariff. Such certification shall contain the following language: <p style="margin-left: 40px;">"This is to certify that the above named goods are properly classified, described, packaged, marked and labeled, and is in proper condition for transportation according to the applicable regulations of the Department of Transportation/Environmental Protection Agency, and Carrier may rely upon the statements and descriptions made herein, any other representations notwithstanding."</p> <p style="margin-left: 40px;">On each Bill of Lading Shipper must assure that the HM column has been marked.</p> (2) Shipper shall provide on the Bill of Lading a full description of the hazardous goods, including their identity and quantity, complete and clear written instructions for loading, handling, storing, response, clean-up, mitigation, remediation, removal in the event of a spill or release. Additionally the full name and telephone number for contact person who has knowledge of the goods and emergency incident response requirements. This person must be immediately available at all times during the performance of the transportation services by Carrier. <p>Continued</p>	540
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.	
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:		
<p data-bbox="212 302 1235 354"><u>EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS</u></p> <p data-bbox="212 390 1268 552">(3) Shipper must attest on the bill of lading that the shipment contains no mix of non-compatible goods whatsoever, including those non-compatible goods identified by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or the Alaska, Washington or federal environmental protection or like agencies. Shipments not so attested will not be accepted by Carrier.</p> <p data-bbox="212 583 1256 659">Any shipment which contains such goods but which was not so declared to Carrier prior to commencement of services shall be assessed an additional surcharge of \$15,000.00 per container in addition to all other charges.</p> <p data-bbox="212 690 1276 879">NOTE 1: When a shipment contains two or more articles which, under the provisions of Code of Federal Regulations, Title 49, Parts 100 to 177 and/or Title 40, Part 262, are prohibited from being loaded or stored together, each part lot in the shipment will be considered a separate shipment. Each such considered separate shipment will be subject to the provisions of this Item even though tendered on a single bill of lading. Articles not requiring such segregation may be included with any one of the separately considered shipments.</p> <p data-bbox="212 911 1271 1100">NOTE 2: When a shipment has been accepted by Carrier for transportation and after receipt by Carrier an error is found in the required certification, packaging, labeling or other lawful requirements, all damages and penalties actual and consequential shall be for the account of the party required to provide such certification, packaging, labeling or other lawful requirement. A charge of \$100.00 per container will be assessed to placard Carrier's vehicle in conformance with DOT regulations when shipment is found to be in non-compliance with those regulations.</p> <p data-bbox="212 1131 1182 1184">NOTE 3: Hazardous articles accepted by Carrier for shipment shall be assessed the following charge in addition to all other applicable rates and charges.</p> <table data-bbox="212 1215 1252 1291"> <tr> <td data-bbox="212 1215 553 1291">All assessments subject to a minimum charge of \$70.00 per classification</td> <td data-bbox="553 1215 927 1291">\$2.55cwt per hazardous classification</td> <td data-bbox="927 1215 1252 1291">All assessments subject to a maximum charge of \$247.00 per classification</td> </tr> </table>	All assessments subject to a minimum charge of \$70.00 per classification	\$2.55cwt per hazardous classification	All assessments subject to a maximum charge of \$247.00 per classification	<p data-bbox="1333 275 1474 338">540 Concluded</p>
All assessments subject to a minimum charge of \$70.00 per classification	\$2.55cwt per hazardous classification	All assessments subject to a maximum charge of \$247.00 per classification		
<p data-bbox="212 1461 678 1486"><u>HAZARDOUS MATERIALS, DISPOSAL OF</u></p> <p data-bbox="212 1518 1268 1623">When shipments of hazardous/dangerous materials goods are either rejected by Consignee or determined by Carrier to be damaged, Shipper shall make all arrangements for the immediate removal and disposal of such hazardous materials. The cost of disposal shall be paid by Shipper of such materials.</p>	<p data-bbox="1377 1434 1430 1459">542</p>			
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.				
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<u>HAZARDOUS WASTE, TRANSPORTATION OF, PROHIBITED ARTICLES</u> Shipments of Hazardous Waste products as defined by Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), or Code of Federal regulations, Title 49, Parts 100-177, or the Alaska, Washington or federal environmental protection or like agencies will not be accepted for shipment by hereunder.	545
<u>HOUSEHOLD GOODS, TRANSPORTATION OF</u> *** Moved to Rule 515, page 19-A	***
<u>FALSE DESCRIPTION</u> When goods are transported under false descriptions/particulars, Carrier will collect charges according to the proper description/particulars thereof.	561
<u>CONTAINER LOADING</u> (1) Goods loaded in containers must be packaged and secured in such a manner to ensure that goods do not shift during normal handling procedures. (2) Goods loaded in containers must be packaged and secured for safe handling, stowage and transportation by land and or water. (3) Containers returned to Carrier with dunnage or debris or waste not removed will be subject to cleaning and handling charges billable to the party responsible for freight charges. (4) For flatbeds or platforms see Item 567.	562
<u>EQUIPMENT DAMAGE</u> Repair of damage to the Carrier's equipment by virtue of: (1) Inherent vice of the shipment, improper loading by the Shipper or Shipper's agent, improper unloading by Consignee or Consignee's agent, and/or improper packaging will be for the account of the Shipper, Consignee or beneficial owner of the freight. Annotation on the Bill of Lading or receipt at origin and/or delivery receipt at destination will constitute actual notice of such damage and the corresponding liability for repair.	564
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.	
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>PLATFORM OR FLATBED LOADING</u></p> <p>Goods that are Shipper loaded on a flatbed, platform or chassis or otherwise exposed to the elements must be properly packaged, protected and secured for safe handling, stowage and transportation by land and or water, including uncovered flat deck vessel. Goods on platforms must be banded widthwise with minimum 1 ¼ inch steel banding material; one placed every three feet, or appropriate other devices such as chains and binders. Banding must not be placed over platform fork pockets. Goods loaded to platforms must have 4 inch minimum dunnage between the goods and platform.</p> <p>If Carrier is requested by Shipper or Shipper's agent to provide packaging, protecting, securing and or other additional services, Carrier will provide the necessary material and labor required to perform such services at the charges stated below (see Note 2):</p> <p>(1) Banding Only – A charge per platform will be assessed for banding goods to platform. 40' Platform \$135.00 45' Platform \$135.00 53' Platform \$164.00</p> <p>(2) Tarping Only – When Carrier is requested to provide tarping for goods loaded on a platform, this service will be provided at the following charges: 40' Platform \$334.00 45' Platform \$334.00 53' Platform \$414.00</p> <p>(3) Banding and Tarping – When Carrier is requested both band and tarp goods to a platform, this service will be provided at the following charges: 40' Platform \$469.00 45' Platform \$482.00 53' Platform \$570.00</p> <p>(4) Resecuring – If goods required resecuring for safe stowage, the following provisions apply:</p> <p>Note 1: If Carrier determines that Shipper properly secured platform at origin and, through no fault of Carrier, goods must be resecure, Carrier will resecure the goods and the charges listed above will be assessed.</p> <p>Note 2: Securing will include labor and materials, such as strapping, to secure goods to the platform, but will not include any materials for dunnage, blocking or bracing. If such materials are required, apply charges as per Item 891.</p>	567
<p><u>IMPRATICAL OPERATION – PICKUP OR DELIVERY</u></p> <p>Pickup or delivery service will not be performed by Carrier at any site to or from which it is impractical to operate vehicles because of:</p> <p>(1) The condition of roads, streets, driveways, alleys, or approaches thereto; (2) Inadequate loading or unloading facilities; and/or (3) Riots, acts of God, the public enemy, terrorism, the authority of law, the existence of violence, or such possible disturbances as tend to cause reasonable apprehension or danger to persons or property, and/or other events beyond the control of Carrier which make it impractical or uneconomical for Carrier to provide such service</p>	570
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.	
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RULES AND GOVERNING PROVISIONS:	RULE NO:
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LIABILITY FOR LOSS OR DAMAGE TO GOODS

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Carrier's liability for any loss, damage, destruction or delay to goods being transported shall be that of a motor carrier as set forth in the Carmack Amendment codified at 49 U.S.C. § 14706, as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. In no event shall Carrier be responsible for any consequential, incidental or unforeseen damage or loss. In addition, Carrier shall not be responsible for any such loss, damage, destruction or delay caused by one of the excepted circumstances set forth in 574(A) below. In any event, unless Shipper requests excess value liability coverage as set forth in 574(c) below, Carrier's liability for any loss, damage, or delay to any shipment shall not exceed \$100,000 per shipment.

A. Exceptions: Carrier shall not be liable for loss or damage from the following:

1.
 - a) capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
 - b) all loss, damage or expense, whether in time of peace or war, caused by (a) any weapon of war employing atomic or nuclear fission and/or fusion/and or other reaction or radioactive force or matter or (b) any mine or torpedo;
 - c) all consequences of hostilities or warlike operations (whether there will be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with fixed or floating object (other than a mine or torpedo), standing, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purposes of this "power" includes any authority maintaining naval, military or air forces association with a power.;
 - d) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising there from; or from the consequences of the imposition of martial law; military or usurped power; or piracy.
2.
 - a) strikes, lockouts, labor disturbances, riots, civil commotions, or acts of any person or persons taking part in any such occurrences or disorders; or
 - b) vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terrorist or ideological purposes and whether any loss, damage or expense resulting there from is accidental or intentional.
3. Claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by a peril insured against or otherwise.
4. Inherent vice or the nature of the merchandise insured.
5. Ordinary leakage, ordinary loss in and/or difference in weight or volume, or ordinary wear and tear.

Continued

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LIABILITY FOR LOSS OR DAMAGE TO GOODS, Continued</u></p> <ol style="list-style-type: none"> 6. Dampness, change of flavor, discoloration, mustiness or mold unless caused by actual contact with sea water resulting from improper handling by Carrier or container failure. 7. Loss, damage or expense caused by or resulting from atmospheric or climatic conditions; except when merchandise insured is packed and/or shipped in such a manner as to prevent such loss. 8. Loss, damage or expense caused by or resulting from insufficiency or unsuitability of package (including overseas containers and stowage therein when merchandise is shipped therein) when performed by the shipper, or beneficial owner of the goods. 9. Loss, damage or expense caused by or resulting from willful misconduct, fraud or deceit of partners' officers or employees of the assured or their assignee; or willful misconduct, fraud or deceit of parties involved in sales transaction. 10. Quarantine; act or omission of the shipper or owner of the goods; lockout or other labor dispute; sabotage; wastage in bulk or weight arising from the nature of the goods; inherent vice; improper or insufficient packing; latent-defect not discoverable by due diligence. 11. Package or Parcel Carrier Shipments; shipments received from a parcel or package service, or US Postal service and/or where no bill of lading or air waybill has been issued to the Carrier at time of receiving; such shipments will be subject to any limitation of liability/released valuation set forth by the parcel or package carrier's contract of service. 12. Transportation by Air; If any portion of the transportation of the goods is by air, consignee agrees that such portion shall be subject to the air carrier's air waybill (bill of lading), including any limitation of liability/released valuation set forth herein, the benefits of which shall be automatically extended and applicable to Carrier. A copy of the air carrier's air waybill will be made available upon request. <p>B. Valuation</p> <ol style="list-style-type: none"> 1. Merchandise shipped under this Bill of Lading shall be valued at the amount of invoice, including all charges therein plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice. 2. Merchandise not shipped subject to an invoice (including inter-company shipments) shall be valued at the actual cash value on the date of loss plus prepaid and/or advanced and/or guaranteed freight. 3. Privilege is granted the named insured to insure in foreign currencies; losses to be payable in same funds but premiums payable in U.S. dollars. For the purposes of covering funds. <p>C. Requesting Excess Value Liability. If Shipper wishes for Carrier to assume additional liability in excess of the otherwise applicable limitation set forth in 574(A), the following will apply:</p> <ol style="list-style-type: none"> 1. <u>Declaring Excess Value Liability on the bill of lading.</u> Subject to the applicable caps as set forth below, Shipper may request that Carrier assume liability in excess of the otherwise applicable limitation by inserting the amount of liability being requested on the face of the bill of lading in the space indicated, noting "Excess Value Liability" on the bill of lading, and by paying additional fees calculated in accordance with this Tariff. <p style="text-align: center;">Continued</p>	<p>574 Continued</p>

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p data-bbox="212 302 932 331"><u>LIABILITY FOR LOSS OR DAMAGE TO GOODS, Continued</u></p> <p data-bbox="448 390 1268 688">2. <u>Cost of Excess Value Liability.</u> The cost of requesting that Carrier assume additional liability shall be \$4.00 per each \$100.00 in excess of the otherwise applicable limitation, subject to a minimum charge of \$53.00 per shipment. A maximum of \$10,000 in excess liability coverage is available for articles moving pursuant to a spot quote, and for used or reconditioned goods. All used and reconditioned goods moved subject to a released value not to exceed 50¢ per pound, unless excess liability coverage is obtained pursuant to this provision. If excess liability coverage is obtained for used or reconditioned goods, the maximum liability will extend to \$5.00 per pound not to exceed \$10,000 per shipment. For all other shipments, a maximum of \$300,000 in excess liability coverage is available.</p> <p data-bbox="448 720 1268 1018">3. <u>Procedure for Requesting Excess Value Liability.</u> To request that Carrier assume excess liability beyond a total of \$300,000 per shipment, Carrier must be notified by Shipper at the time it agrees to transport such shipment of any such request, and the otherwise applicable limitation of liability shall apply as if no declaration of excess liability has been made unless Carrier has agreed in writing signed by an authorized representative to accept such excess liability. In order to request excess liability beyond the maximum of \$300,000 per shipment, Shipper must contact Carrier prior to transportation to make such request. Carrier reserves the right, in its sole discretion, to accept or decline Shipper's request to increase excess liability beyond \$300,000 per shipment.</p> <p data-bbox="448 1050 1268 1129">4. <u>Excess Value Liability is Not Insurance.</u> Carrier's acceptance of the Excess Value Liability as set forth herein is not, and shall not be construed as, insurance of any kind.</p> <p data-bbox="448 1161 1268 1402">5. <u>Actual Value as Cap.</u> Carrier's total liability, regardless of the amount of excess liability coverage requested or agreed upon, shall be capped at the lesser of the cost of repair or replacement of damaged goods regardless of whether Shipper requests, or whether Carrier accepts, excess liability coverage in excess of such amounts. If Shipper requests and Carrier agrees to provide excess liability in excess of the cost of repair or replacement of the damaged goods, Carrier shall be entitled to retain any and all such fees associated with the excess liability coverage in excess of the cost of repair or replacement.</p> <p data-bbox="688 1486 802 1516" style="text-align: center;">Concluded</p>	<p data-bbox="1338 239 1471 268">574</p> <p data-bbox="1338 302 1471 331">Continued</p>
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:
<u>LIABILITIES NOT ASSUMED</u> Carrier shall not be liable, regardless of the actual or alleged negligence or other wrongful conduct of Carrier, its subcontractors, authorized agents, employees, or business entities, for any special, incidental or consequential damages, including but not limited to loss of profits or income regardless of whether Carrier had knowledge that such damages might be incurred.		575
<u>IMPRACTICAL OPERATIONS</u> Nothing in this tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.		576
<u>FORCE MAJEURE EVENTS</u> Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.		577
<u>WARRANTIES</u> CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.		578
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.		
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SPAN-ALASKA TRANSPORTATION, LLC

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RULES AND GOVERNING PROVISIONS:	RULE NO:
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<p>PICKUP AND DELIVERY SERVICE – <u>SECURED OR LIMITED ACCESS DELIVERY</u></p> <p>The following provisions shall apply with respect to delivery of shipments at sites with limited access.</p> <p>(1) Except as otherwise provided, shipments delivered to amusement parks, exhibitions, fairs, farms, mini storage sites, schools, places of worship, secured locations and other sites not suited for the receiving of commercial cargo, shall be subject to the following charges.</p> <p>Secured locations are defined as Military Bases or Installations, Government Facilities, Prisons, Jails and Detention Centers.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Description</th> <th colspan="2" style="text-align: center;">Shipment Size</th> </tr> <tr> <th style="text-align: center;">0-1999lbs.</th> <th style="text-align: center;">2000lbs and greater</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Limited Access Delivery Surcharge</td> <td style="text-align: center;">\$50.00</td> <td style="text-align: center;">\$92.00</td> </tr> </tbody> </table>	Description	Shipment Size		0-1999lbs.	2000lbs and greater	Limited Access Delivery Surcharge	\$50.00	\$92.00	<p>595</p>
Description		Shipment Size							
	0-1999lbs.	2000lbs and greater							
Limited Access Delivery Surcharge	\$50.00	\$92.00							

<p>LCL CONSOLIDATED PICKUP SERVICE</p> <p>When requested by Shipper and agreed to by Carrier; Carrier may perform placement of a container at the Shipper’s door for the Shipper to load multiple shipments. Shipper will provide Carrier with a Bill of Lading for each shipment stating Consignee address, freight bill payment terms, detailed commodity description, piece count, packaging type, hazardous material information as outlined in Rule 540 and weight. Carrier will sign for and accept tender of cargo as Shipper Load and Count on all Bills of Lading and verification of the load will not take place at the time of pickup of container. Carrier will accept no liability as to the correctness of the Shippers loading, descriptions, piece count and weight of the Bills of Lading tendered with the load.</p> <p>Unloading and checking of each shipment, Bill of Lading verification, weight and piece count may be done at the Origin receiving terminal or at the Destination delivery terminal, at the Carriers convenience and without pre-notification to the Shipper. If it is operationally in the best interest of the cargo to not be unloaded and checked until arrival at the prevailing destination terminal Carrier will receive and note piece count and take any over, short or damage exceptions (OS&D) at the time of destination unload.</p> <p>Carrier will notify shipper of any overages, shortages or damage exceptions within 48 hours after unloading has been completed.</p>	<p>599</p>
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>MINIMUM CHARGE</u></p> <p>(1) The minimum charge for any container moving under the provisions of this tariff will be that arrived by multiplying the applicable container minimum weight times the corresponding rate.</p> <p>(2) When any shipment is tendered to Carrier to be transferred between container or trailers and containers, and the shipment would use 80% or more of the usable floor or loading space of a smaller container but, at Carrier's convenience, is loaded to a larger container, the shipment will be rated at the container load rate applicable to the smaller container.</p>	611
<p><u>ORDER BILL OF LADING</u></p> <p>Shipments moving on any order or negotiable bill of lading will not be accepted by Carrier.</p>	660
<p><u>PAYMENT OF FREIGHT – CREDIT TERMS</u></p> <p>Credit terms, once authorized, are available to those Shipper's, consignees and third party accounts that have filled out and signed Carriers Credit application. Carrier's Credit department will complete an evaluation of the submitted application information and grant or issue credit denial along with an appropriate and authorized level of credit.</p> <p>Unless credit has been expressly approved by Carrier's credit department in writing, payment is due prior to commencement of any services from Carrier and must be made in full before release of goods at the destination.</p> <p>All charges are payable in United States currency (cash, insured money orders, electronic fund transfers or certified checks). MasterCard and Visa are accepted with prior approval from the carrier. Accounts with balances due beyond 30 days will be assessed a 1.5% service charge per month.</p> <p>Notwithstanding approval from Carrier's credit department, payment in full must be received by Carrier within 30 days from the date of carriers invoice.</p> <p>Should Carrier prevail in arbitration, litigation or other dispute resolution process with respect to the collection of freight and/or other charges, the party liable therefore (e.g. consignor, Consignee or beneficial owner) shall reimburse Carrier for its reasonable legal fees and costs incurred with respect to such action.</p> <p>EXCEPTION: Carrier reserves the right to require prepayment in full prior to movement of shipment from point of origin if Shipper, Consignee or party responsible for freight charges has exceeded its credit limit or is in breach of its credit terms with Carrier. Additionally, if Carrier has reason to believe Shipper, Consignee or party responsible for freight does not have the ability to pay pending freight, Carrier may require prepayment in full prior to movement of the shipment from the point of origin.</p>	720
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<p><u>PERMITS, SHIPMENTS REQUIRING PERMITS OR PILOT CARS</u></p> <p>The rates named cover only the transportation of goods in accordance with the applicable state, borough, city or other municipality authorized legal load, weight and size limits. On shipments which, due to their size, shape, weight or nature exceed such limits and/or require special permits, additional fees and/or pilot cars, charges to cover the costs thereof will be as follows:</p> <p>(1) Permits:</p> <p style="padding-left: 40px;">(a) Oversize Permits.....\$102.00 (b) Overweight Permits.....\$102.00 (c) Combination Oversize and Overweight Permits.....\$198.00</p> <p>(2) Pilot Cars: On shipments which, due to their size, shape, weight or nature, required pilot cars to traverse highways in any state, the rates published in this tariff do not include the cost of the pilot cars or the payment of fees. Charges to cover the cost of fees and operating pilot cars, when necessary, shall be for the account of Shipper.</p> <p>When Carrier provides pilot car service, charges shall be by negotiation between Carrier and Shipper.</p>		740						
<p><u>PRIOR RESERVATION OF SPACE (BOOKING)</u></p> <p>Prior reservation of space (booking) is not a guarantee that goods will be transported on a specific move, although every effort will be made to do so. Carrier reserves the right, at all times, to load and stow goods in the most feasible method possible and/or transport the goods upon certain movements at its discretion.</p> <p>All goods, however, will move with reasonable dispatch once made available to Carrier.</p>		745						
<p><u>PROTECTIVE SERVICE – KEEP FROM FREEZING</u></p> <p>If Carrier is requested to assume risks of loss due to frost or freezing, the bill of lading must request, in writing, such service. When freight not requiring protection from freezing (KFF) is mixed in the same shipment, and cannot be segregated, with freight requiring protection from freezing the entire shipment will be subject to charges for requested service. Charges shown in table below.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">SHIPMENT DESCRIPTION</th> <th style="text-align: left;">CHARGES</th> </tr> </thead> <tbody> <tr> <td>LTL</td> <td>\$2.70 CWT (1)</td> </tr> <tr> <td>Container Load</td> <td>\$425.00</td> </tr> </tbody> </table> <p>(1) Subject to a minimum charge per shipment of \$28.00 and a maximum charge of \$425.00.</p>		SHIPMENT DESCRIPTION	CHARGES	LTL	\$2.70 CWT (1)	Container Load	\$425.00	748
SHIPMENT DESCRIPTION	CHARGES							
LTL	\$2.70 CWT (1)							
Container Load	\$425.00							
<p>For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.</p>								
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<p data-bbox="215 302 792 327"><u>PERSHIABLE CARGO, SHIPMENT OF LIVE PLANTS</u></p> <p data-bbox="261 386 1268 573">(1) Shipments of live plants in dry containers will be accepted by Carrier at shippers/consignees risk only. Humidity or temperature protection shall not be provided by Carrier and product loss claims will not be accepted due to products failure during transport. (2) When Shippers Bill of Lading requests temperature control, or environment control Carrier will not provide such services. Carrier will notify Shipper and/or refuse such shipments for transport.</p>		749
<p data-bbox="215 663 651 688"><u>PLACEMENT AND RESPOT SERVICES</u></p> <p data-bbox="215 720 516 745">(1) Definition of Terms:</p> <p data-bbox="310 774 1268 884">(A) Placement service means the service of spotting of Carrier's container at one point for loading and/or another for unloading other than at Carrier's facility. Additionally, placement includes return of a loaded or an empty container Carrier's facility.</p> <p data-bbox="310 913 1256 1022">(B) Respot service means the spotting or placement of a container for loading or unloading after the original placement (as described above) has been performed, and includes the movement of containers within the premises of a consignor's or Consignee's facility.</p> <p data-bbox="215 1052 529 1077">(2) Application of Rates:</p> <p data-bbox="310 1106 1268 1215">(A) Placement service outside of the state of Alaska: except as otherwise provided in individual rate items, rates do not include placement service outside of the state of Alaska for loading by consignor or unloading by Consignee. To find charges for placement services outside of the state of Alaska, see Item 340.</p> <p data-bbox="404 1245 1263 1377">Placement services inside of the state of Alaska: except as otherwise provided in individual rate items, container rates include placement service within the limits of Alaskan cities of Anchorage and Fairbanks for loading by consignor or unloading by Consignee. To find charges for placement service to Alaskan cities and towns other than those named above, see Item 342.</p> <p data-bbox="310 1407 1203 1461">(B) Respot service: when requested, Carrier will provide respot services for the following per container charge:</p> <p data-bbox="404 1491 867 1545">Alaska \$270.00 per Respot (1) Washington charges listed in Item 340</p> <p data-bbox="404 1575 1243 1629">(1) Respot charge applies only when placement is provided in the same city or town.</p>		750
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.		
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<p data-bbox="212 331 617 359"><u>RE-CONSIGNMENT OR DIVERSION</u></p> <p data-bbox="212 390 1256 499">A request for re-consignment or diversion to change the name or address of a consignor or Consignee, a change in the destination or place of delivery, or a change of billing where necessary to effect delivery, will be accepted subject to the following provisions (see Item 362 for change in billing or collection status):</p> <ol data-bbox="212 527 1256 1266" style="list-style-type: none"> (1) Requests for re-consignment or diversion must be made or confirmed in writing and Carrier must be satisfied that the party making the request has the authority to do so. (2) Only entire shipments (not portions of shipments) may be re-consigned or diverted. (3) Carrier will make diligent efforts to execute valid re-consignment or diversion requests, but will not be responsible if despite such efforts re-consignment or diversion is not effected. (4) When such a change in re-consignment or diversion is made, and allowed by Carrier, a charge of \$30.00 for such change will be assessed against the ultimate payer of the freight charges. (5) If the shipment has been stowed by Carrier and is not accessible with less than 15 minutes of labor, the charges for the diversion or re-consignment will be as outlined in Item 891. (6) If the shipment has been moved to the originally requested destination, it may be reshipped to another destination at rates negotiated between Carrier and the party responsible for the freight charges. (7) No charge for diversion or re-consignment will be made when such diversion or re-consignment involves merely the change of the address for Consignee, provided the new address, for that same Consignee, is located in the same city, town, municipality, (incorporated or unincorporated). (8) Re-consignment or diversion may not be requested after placement or delivery has been attempted at the destination. Once placement or delivery has been attempted, goods must be reshipped for purposes of re-consignment or diversion. <p data-bbox="212 1293 1187 1346">All such diversions/re-consignments shall be subject to confirmation from Carrier, verbally or otherwise.</p>	820	
<p data-bbox="212 1402 812 1430"><u>RELEASE OF GOODS TO OTHER THAN CONSIGNEE</u></p> <p data-bbox="212 1461 1263 1488">Goods shall be released at destination to the Consignee designated by Shipper on the bill of lading.</p> <p data-bbox="212 1518 1260 1627">EXCEPTION: Carrier may release goods to other than the designated Consignee upon receipt of written authorization establishing proof that such other is a designated agent for said Consignee for such purpose or if otherwise appropriate and allowable by operation of applicable law.</p>	847	
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.		
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RULES AND GOVERNING PROVISIONS:	RULE NO:												
<p><u>RETURNED, UNDELIVERED SHIPMENTS</u></p> <p>Goods at destination which are refused and/or returned to origin at Carrier's facility will be subject to the following:</p> <p>(1) Shipper shall pay all original freight and storage charges assessed against the goods, even if Consignee refused the goods. Regardless of the reason for refusal, all charges are payable to Carrier.</p> <p>(2) The return movement will be considered a new shipment and billed as such.</p> <p>(3) On refused shipments containing the following goods, Shipper shall be responsible for disposal of said goods in addition to paying all freight and other charges:</p> <table border="0"> <tr> <td>Beer</td> <td>Cigarettes</td> <td>Hazardous Materials</td> </tr> <tr> <td>Wine</td> <td>Drugs</td> <td>Liquor</td> </tr> <tr> <td colspan="3">Commodities NOS as governed by federal or state regulations</td> </tr> <tr> <td colspan="3">Medicines</td> </tr> </table>	Beer	Cigarettes	Hazardous Materials	Wine	Drugs	Liquor	Commodities NOS as governed by federal or state regulations			Medicines			860
Beer	Cigarettes	Hazardous Materials											
Wine	Drugs	Liquor											
Commodities NOS as governed by federal or state regulations													
Medicines													
<p><u>SHIPMENTS EXCEEDING CAPACITY OF A CONTAINER (OVERFLOW)</u></p> <p>Shipments tendered to Carrier in excess of the quantity that can be loaded into/onto the container, as determined by Carrier at its sole discretion, may be placed into/onto additional container(s) and billed accordingly.</p>	882												
<p><u>SHIPMENTS TENDERED ON SHIPPER-FURNISHED EQUIPMENT</u></p> <p>Unless otherwise provided, goods tendered in containers furnished by Shipper will be accepted subject to completion of Carrier's Standard Interchange Agreement and Equipment Inspection Report (E.I.R.). Charges for such goods will be assessed in accordance with the applicable rates and charges named in this tariff. All such containers must be able to be handled when loaded with goods as compatible with Carrier's standard operations.</p> <p>(1) Loaded containers moving northbound under the provisions of this Item shall be entitled to a free empty movement southbound for return to origin. This free empty return will apply provided that:</p> <p>(A) Carrier has the right to load such empty container with other goods.</p> <p>(B) Such empty container is available to Carrier within 90 days after the loaded container arrives.</p> <p>(C) If such empty container not available to Carrier within the 90 day period, charges shall be assessed as negotiated between Carrier and Shipper.</p> <p>Shipper furnished containers must be marked at both front and rear with identification marks or as required by underlying ocean Carrier's requirements.</p> <p>If proper identification marks are not on any Shipper furnished container, Carrier shall be entitled to mark such container and an additional charge of \$172.00 per container will be assessed.</p>	884												
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.													
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RULES AND GOVERNING PROVISIONS:	RULE NO:
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SPECIAL SERVICES – MATERIAL AND LABOR CHARGES

891

Except where otherwise provided, any materials required to secure, dunnage, block or line Carrier's containers shall be provided by and installed by Shipper. Any material furnished by Shipper or Carrier will be installed by Carrier at a charge for labor for such installation, at the following rates for each person:

Washington Labor Charges: \$91.00 per hour or fraction thereof
 Alaska Labor Charges: \$91.00 per hour or fraction thereof

At the request of Shipper, or when Shipper does not provide such material, Carrier will, based upon availability, furnish plywood, metallic stakes, strapping and wooden timbers for bracing, blocking or other securing requirements at an additional charge.

<u>STORAGE CHARGES</u>	910
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The following provisions shall apply with respect to storage at Carrier's facility.

- (1) Except as provided below, free time for storage will commence with the first midnight following Carrier's notification of availability of goods to Consignee and shall extend for five (5) business days thereafter.

EXCEPTION: On shipments which require heater service, free time will end at the close of the following business day after notification of availability.

- (2) Goods stored at Carrier's facility (to include designated agent's facilities), after expiration of free time, shall be assessed storage charges as follows:

Storage Charges Per Day (except as noted)

Description	Storage Rate	
	Minimum charge	Rate per day, per shipment
Freight All Kinds, Palletized Cargo	\$35.00	\$7.00 per pallet
Freight all Kinds, Non-Palletized	\$35.00	\$2.80 per square footage

- (3) At any time after expiration of free time, Carrier may, at its option, place the goods in public storage, in which event all charges, including transportation and handling charges incidental to the placing of goods into or out of public storage, shall be for the account of the goods, including the cost of public storage, with the storage charges outlined in paragraph (2) above to terminate the first day following placement of goods into public storage. Carrier retains all lien rights it is entitled to hereunder while goods are stored in a public warehouse.

Continued

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:
<u>STORAGE CHARGES, CONTINUED</u>		910 Continued
<p>(4) When goods are available for delivery (see Note 1) but not released to Consignee because of:</p> <ul style="list-style-type: none"> (A) nonpayment of freight and/or other charges (where credit has not been extended); (B) indication of inability to pay freight and/or other charges; and/or (C) non-receipt of proper shipping documents; then <p>storage charges will accrue after the expiration of free time once the goods have been made available (see Note 1) up to but not including the day that freight and/or other charges, including storage charges under this Item, have been paid and/or or proper shipping documents have been received.</p> <p>(5) Storage charges under this Item shall terminate only after one of the following conditions has been met:</p> <ul style="list-style-type: none"> (A) The goods have been dispatched to point of delivery by Carrier or its agent (see Note 1). (B) The goods are placed into storage at the request of Shipper. Customer must inspect goods, sign off delivery receipt and sign a storage contract. (Refer to Item 911). (C) The goods have been placed into public storage (refer to Paragraph (3) of this Item). (D) Carrier is instructed, via facsimile or written instruction, that the goods will be accepted at a specific date/location, the date of actual acceptance to serve as the date of termination of storage charges provided that the goods are accepted as instructed. The provisions of this paragraph are subject to the prior approval of Carrier. <p>(6) When goods are accepted for shipment but not shipped and held at Carrier's facility because of:</p> <ul style="list-style-type: none"> (A) non-payment of freight and/or other charges; (B) indication of inability to pay freight and/or other charges; (C) non-receipt of proper shipping documents; and/or (D) request from Shipper; then <p>there shall be no free time and storage charges will accrue commencing the first midnight after such occurs. Storage charges will accrue up to but not including the day that freight and/or other charges, including storage charges under this Item, have been paid and/or proper shipping documents received.</p> <p>(7) Saturdays, Sundays and Holidays will be excluded in the computation of free time but shall be included in the computation of storage charges.</p> <p>(8) Storage charges will be assessed against Shipper unless other arrangements have been approved by Carrier in writing.</p> <p>(9) Carrier reserves the right to sell stored goods publicly or privately to compensate it for unpaid freight and/or other charges to the extent and in the manner allowed by applicable federal and state laws.</p> <p>(10) Carrier shall not be required to deliver, or make available for delivery, goods at times other than its normal business hours on normal business days.</p> <p>NOTE 1: Notification of availability shall mean giving notice to Consignee that the goods are or will be physically available on a specific date and time at a specific place.</p> <p>NOTE 2: In the event goods are placed in public or other storage, Carrier's liability for risk of damage or loss to such goods shall terminate upon its release of the goods to such public or other storage.</p>		
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.		
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:						
<u>TRANSFER OF LADING</u> Carrier shall have control of all containers it provides and the unrestricted right to select such container(s) for the transportation of a shipment and/or transfer the shipment to/from such container(s). (1) Containerload (CL) rates named in this tariff do not include transfer of goods from or to containers. (2) Should Carrier transfer any goods from or to containers, the following charges will apply: <table border="1" data-bbox="354 638 1133 753"> <thead> <tr> <th>Goods</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Freight, NOS palletized</td> <td>\$0.92 cwt (1)</td> </tr> <tr> <td>Freight, NOS not palletized</td> <td>Rates as shown in item 891</td> </tr> </tbody> </table> <p>(1) Charges are subject to a maximum charge of \$275.00 per 20' or 24' container, \$445.00 per 40' or 45' container, and \$550.00 per 53' container.</p> NOTE 1: Carrier will load goods in a manner which will utilize container weight and space capacity to the greatest extent possible, but will not be responsible for inability to meet any minimum weight		Goods	Charge	Freight, NOS palletized	\$0.92 cwt (1)	Freight, NOS not palletized	Rates as shown in item 891	959
Goods	Charge							
Freight, NOS palletized	\$0.92 cwt (1)							
Freight, NOS not palletized	Rates as shown in item 891							
<u>VALUATION</u> 1. Merchandise shipped under Carrier's Bill of Lading shall be valued at the amount of the invoice, including all charges therein plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice. 2. Merchandise not shipped subject to an invoice (including inter-company shipments) shall be valued at the actual cash value on the date of loss plus prepaid and/or advanced and/or guaranteed freight. 3. Privilege is granted the named insured to insure in foreign currencies; losses to be payable in same funds but premiums payable in U.S. dollars. For the purposes of covering funds from one currency to another, the banker's sight rate of exchange in effect on the date of invoice shall apply.		960						
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.								
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:		RULE NO:
<p data-bbox="207 331 1187 361"><u>WATER, TRANSPORTATION BY – ON/UNDER DECK TRANSPORTATION AUTHORIZED</u></p> <p data-bbox="207 390 1263 443">Shipper understands and agrees that the goods may be transported on the open deck of a barge or other vessel, unless Carrier and Shipper agree otherwise in a writing signed by Carrier.</p>	<p data-bbox="1377 310 1425 340">971</p>	
<p data-bbox="207 541 1084 571"><u>WATER, TRANSPORTATION BY – GENERAL AVERAGE/NEW JASON CLAUSE</u></p> <p data-bbox="207 600 1230 653">In the event of transportation by water, standard New Jason/General Average provisions, the full text of which is set forth below, shall be deemed fully incorporated herein:</p> <p data-bbox="266 682 1230 926">General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at such port or place selected by Carrier, and as to matters not provided for by said Rules according to the laws and usage of the Port of Seattle, with a Tug and Barge combination not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another vessel if by disconnecting from such other vessel it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties expressly acknowledge that the goods are carried in accordance with the recognized custom of the trade.</p> <p data-bbox="266 955 1224 1094">To the extent required by Carrier, average agreement, bond and additional security shall be furnished by Shipper prior to discharge/release of goods. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Carrier's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.</p> <p data-bbox="266 1123 1224 1337">In the event of accident, danger, damage or disaster, before or after commencement of a voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Carrier is not responsible by statute, contract or otherwise, Shipper and goods shall contribute with Carrier and the vessels in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred with respect to the goods. If a salving ship is owned/operated by Carrier, salvage shall be paid for as fully and in the same manner as if such ship belonged to strangers.</p>		<p data-bbox="1377 546 1425 575">972</p>
<p data-bbox="207 1726 1390 1755">For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.</p>		
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<p><u>WATER, TRANSPORTATION BY – BOTH TO BLAME CLAUSE</u></p> <p>In the event of transportation by water, standard Both To Blame provisions, the full text of which is set forth below, shall be deemed fully incorporated herein:</p> <p>In the event of damage to goods resulting from collision, if the vessels or either of them should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the vessels, Shipper shall indemnify Carrier and the vessels from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Shipper, the owners of the goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, the owners of the goods or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Carrier and/or the vessels. The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.</p>	973	
<p><u>WATER, TRANSPORTATION BY - SUBJECT TO RULES OF COAST GUARD</u></p> <p>The transportation of goods by vessel shall be subject to all rules and regulations prescribed by the U.S. Coast Guard.</p>	975	
<p><u>CONTAINERS, IMPROPERLY LOADED</u></p> <p>When a Shipper loaded container is improperly loaded, Carrier may return the container to Shipper for correction. When this occurs, Shipper will be assessed applicable charges as outlined in Items 340 and 342.</p> <p>NOTE 1: Should Carrier adjust and/or transfer goods to/from containers upon request from Shipper or otherwise to assure the proper loading thereof, apply the provisions of Items 567 and 891 in addition to all other applicable charges hereunder.</p> <p>NOTE 2: When an improperly loaded container is inadvertently accepted by Carrier, such acceptance does not constitute waiver of tariff provisions. All penalties levied under authority of law while the goods are in the possession of Carrier due to improper loading, etc. shall be for the account of Shipper.</p>	990	
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.		
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RULES AND GOVERNING PROVISIONS:		RULE NO:
<u>WEIGHT – BILLING</u> Weights provided by Shipper and shown on the bill of lading are subject to verification by Carrier, and the actual scale, estimated or agreed weight as ascertained by Carrier will be the applicable weight of the goods.		992
<u>WEIGHT – ROAD RESTRICTIONS</u> When state, municipal or federal road restrictions are in effect, and weight normally allowed cannot be transported on or in a single container, the following terms will apply: <ol style="list-style-type: none"> (1) Container weights will not be greater than the amount(s) allowed. (2) In instances when containerload goods have already been received, or are in route, when restrictions are imposed, Carrier will, at Shipper's direction, transload to other containers to comply with the imposed weight restrictions at charges shown in item 959, or hold the entire shipment at Carrier's facility until the restriction is lifted and apply storage charges in accordance with Item 910. 		996
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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LOSS/DAMAGE CLAIMS, CONDITIONS PRECEDENT</u></p> <p>The following are condition precedents to recovery against Carrier with respect to any loss or damage to goods, including injury, delay, shortage, mistaken delivery, failure to deliver or otherwise.</p> <ol style="list-style-type: none"> 1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted on Carrier's copy of the bill of lading and/or delivery receipt or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received. 2. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof. 3. Written claim for loss/damage, specifying the particulars thereof, must be filed with Carrier within nine (9) months of delivery, date by which the goods should have been delivered, or date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later. 4. Any suit against Carrier must be filed within two (2) years following date of delivery of the goods, date which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later. 5. There shall be no recovery against Carrier until freight and all charges due Carrier have been paid in full. <p>Offers of compromise from Carrier and communications from Carrier's insurer shall not constitute a disallowance of a claim or any part thereof.</p>	<p>1000</p>

For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.

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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LOSS/DAMAGE, PRINCIPLES AND PRATICES FOR THE INVESTIGATION AND DISPOSITION OF CLAIMS</u></p> <p>A. <u>FILING OF CLAIMS:</u></p> <p>(1) Claim in Writing Required A claim for loss or damage to cargo will not be voluntarily paid by the Carrier, unless filed in writing, as provided in sub-paragraph (2) below, with Carrier, within specified time limits applicable thereto.</p> <p>(2) Minimum Filing Requirements A communication in writing from claimant, filed with the Carrier within the limits specified in the bill of lading as named in Rule 364 of this tariff and (1) containing facts sufficient to identify the cargo, (2) asserting liability for the alleged loss or damage, (3) making claim for the payment of a specified or determinable amount of money and (4) including (i) copy of the freight bill, (ii) copy of the signed delivery receipt, (iii) photographs of the damaged cargo; and (iv) copy of an invoice and/or other supporting documentation evidencing the value of goods claimed, will be considered as sufficient compliance for filing a claim.</p> <p>(2) Claim Filed for Uncertain Amounts Whenever a claim is presented against the Carrier for an uncertain amount, such as "100.00 more or less", the Carrier will determine the condition of the cargo at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim, in writing, for a specified or determinable amount of money shall have been filed in accordance with the provisions of sub-paragraph (2) above.</p> <p>B. <u>ACKNOWLEDGMENT OF CLAIMS:</u> The Carrier will, upon receipt in writing of a proper claim in the manner and form described in Section A(2) above, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the Carrier, unless the Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The Carrier will indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim.</p> <p>The Carrier will at the time each claim is received create a separate file and assign thereto a successive claim number and note that number on all documents filed in support of the claim and records and correspondence with respect to the claim, including the written acknowledgment of receipt. At the time such claim is received, the Carrier will cause the date of the receipt to be recorded on the face of the claim document and the date of receipt will also appear in the Carrier's written acknowledgment of receipt to the claimant.</p> <p style="text-align: center;">Continued</p>	<p>1003</p>
For explanation of abbreviations and reference marks not explained on this page, see the last page of this tariff.	
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LOSS/DAMAGE, PRINCIPLES AND PRATICES FOR THE INVESTIGATION AND DISPOSITION OF CLAIMS, continued</u></p> <p>C. (1) <u>PROMPT INVESTIGATION REQUIRED</u> Each claim filed against the Carrier in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.</p> <p>(2) <u>SUPPORTING DOCUMENTS</u> Each claim must be supported by evidence of the charges, if any, and either the original invoice or a photographic copy, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions of any nature whatsoever and the terms thereof or depreciation reflected thereon; provided however, that where the property involved in claim has not been invoiced to the consignee shown on the Bill of Lading or where an invoice does not show price or value or where the property involved has not been sold or where the property has been transferred at bookkeeping values only, the Carrier will before voluntarily paying a claim thereon, require the claimant to establish and prove the destination value in the quantity shipped, transported or involved and to certify the correctness thereof in writing.</p> <p>(3) <u>VERIFICATION OF LOSS</u> A prerequisite to the voluntary payment by the Carrier of a claim for loss of an entire package or entire shipment will be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.</p> <p>D. <u>DISPOSITION OF CLAIMS</u> The Carrier when receiving a written claim for loss or damage to cargo or for loss, damage, injury or delay to property transported will pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the Carrier, provided however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the Carrier will, at that time and at the expiration of each succeeding 60 day period, while the claim remains pending, advise the claimant, in writing, of the status of the claim and the reason for the delay in making final disposition thereof. It will retain a copy of such advice to the claimant in its claim file.</p>	<p>1003 Continued</p>
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LOSS/DAMAGE, PRINCIPLES AND PRATICES FOR THE INVESTIGATION AND DISPOSITION OF CLAIMS, continued</u></p> <p>D. <u>PROCESSING OF SALVAGE:</u> Whenever cargo transported by a Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee or person entitled to receive such property the Carrier, after giving due notice, whenever practical to do so, to the owner and other parties that may have an interest therein and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate is to the shipment a transportation involved and claim, if any, filed thereon. The Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.</p> <p>Whenever disposition of salvage material or goods is made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers or managers has any interest, financial or otherwise, that Carrier's salvage records will fully reflect the particulars of each such transaction or relationship or both, as the case may be.</p> <p>Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the Carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property and the date of transmittal of such money to the person or person lawfully entitled to receive the same.</p> <p style="text-align: right;">Concluded</p>	<p>1003 Continued</p>
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>OVERCHARGE CLAIMS, DOCUMENTATION OF</u></p> <p>(a) Overcharge claims shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within the time limitations set forth herein. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.</p> <p>(b) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:</p> <ol style="list-style-type: none"> (1) the rate, classification, or commodity description or weight claimed to have been applicable; (2) complete tariff authority for the rate, classification, or commodity description claimed; (3) freight bill payment information; and (4) other documents or data which is believed by claimant to substantiate the basis for its claim. <p>(c) Claims for duplicate payment and over collection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.</p> <p>(d) Regardless of the provisions of paragraphs (a), (b), and (c) above, the failure to provide sufficient information and documentation to allow a Carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the Carrier shall comply with Item 1105 to obtain the additional information required.</p> <p>(e) Carrier shall accept copies instead of the original documents required to be submitted in this Item where Carrier is furnished with an agreement entered into by the claimant which indemnifies Carrier for subsequent duplicate claims which might be filed and supported by the original documents.</p>	1104
<p><u>OVERCHARGE CLAIMS, INVESTIGATION OF</u></p> <p>(a) Upon receipt of a overcharge claim, whether written or otherwise, the processing Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 1106.</p> <p>(b) If Carrier discovers an overcharge, duplicate payment, or over collection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Item 1109.</p> <p>(c) In the event Carrier processing the claim requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notify the claimant that a written or electronically transmitted claim must be filed before the Carrier becomes subject to the time limits for settling such a claim under Item 1108.</p>	1105
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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>OVERCHARGE CLAIMS, ACKNOWLEDGEMENT OF</u></p> <p>Upon receipt of a written or electronically transmitted claim, Carrier shall acknowledge its receipt in writing or electronically to the claimant within 30 days after the date of receipt except when Carrier shall have paid or declined in writing or electronically within that period. Carrier shall include the date of receipt in its written or electronic claim which shall be placed in the file for that claim.</p>	1107
<p><u>OVERCHARGE CLAIMS, DISPOSITION OF</u></p> <p>The processing Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt by that Carrier, except where the claimant and said Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If said Carrier declines to pay a claim or makes settlement in an amount different from that sought, it shall notify the claimant in writing or electronically of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation</p>	1108
<p><u>UNIDENTIFIED PAYMENTS</u></p> <p>Carrier shall have an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which properly to apply such a payment, it shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, it may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.</p> <p>Notice under this Item shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; the payor's name; and any additional basic information Carrier is able to provide.</p> <p>The final notice also must inform payor that: (i) Applicable regulations allow Carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.</p> <p>Upon Carrier's receipt of information from the payor, Carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Carrier's determination that such payment was applicable to particular freight charges lawfully due. Where no refund is made by Carrier, Carrier shall advise the payor of its right to file a formal claim for refund in accordance with the regular claims procedures set forth in this tariff.</p> <p>When a Carrier which participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that Carrier shall immediately notify the collecting Carrier. When the collecting Carrier (when single or joint line haul) discovers or is notified by such a participating Carrier that an overcharge, duplicate payment, or over collection exists for any transportation charge which has not been the subject of a claim, the Carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The Carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.</p>	1109
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SPAN-ALASKA TRANSPORTATION, LLC**FREIGHT TARIFF 300**

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>QUOTATION OF ESTIMATED CHARGES</u></p> <p>(1) When Carrier has furnished, either orally or in writing, an estimate of charges, such estimate will be given on the basis of the effective rate provisions as applicable to those facts concerning the shipment(s) which are made known to Carrier.</p> <p>(2) Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding on the Carrier or Shipper.</p> <p>(3) All transportation charges on a shipment will be assessed on the basis of effective rate provisions in effect at the time of shipment, as applicable to the commodity or commodities shipped and transportation and related services performed in connection therewith</p>	1115
<p><u>RESTRICTED OR PROHIBITED ARTICLES</u></p> <p>Live animals, birds, livestock, cargo of exceptional value (as described in © USC Title 46, Appendix, Chapter 8, Section 181 – see below), and other cargo, which the Carrier may deem to be unsuitable for transportation by motor carrier or water will not be accepted.</p> <p>Cargo of exceptional value is defined in USC Title 46, Appendix, Chapter 8 Sec. 181 as platinum, gold, gold dust, silver, bullion, or other precious metals, coins, jewelry, bills of any bank or public body, diamonds, or other precious stones, or any gold or silver (manufactured or unmanufactured), watches, clocks, or timepieces of any description, trinkets, orders, notes, or securities for payment, money, stamps, maps, writings, title deeds, printings, engravings, pictures, gold or silver plate or plated articles, glass, china, silks (manufactured or unmanufactured), and whether wrought up or not wrought up with any other material, furs, or lace.</p> <p>For restriction related to Hazardous Materials or Waste, refer to Rule 540, 542 and 545.</p> <p>For restriction of Household Goods, refer to Rule 560.</p>	1120
<p><u>NON-WAIVER</u></p> <p>Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided</p>	1125
<p><u>APPOINTMENTS</u></p> <p>Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Carrier will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Carrier's duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.</p>	1130
<p><u>SUBCONTRACTING RIGHTS</u></p> <p>When necessary to honor service commitments, Carrier may, at its sole discretion, utilize the services of other carrier's or modes of transportation. Carrier's liability to its customer will not change unless agreed upon in writing by Carrier and Customer.</p>	1135
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SECTION 2

COMMODITY RATES

BETWEEN
POINTS IN WASHINGTON AND POINTS IN ALASKA
(See Page 6)

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SECTION 2 – COMMODITY RATES
(Rates shown in cents per one hundred pounds, except as noted)Item No.
2420

BETWEEN AUBURN, WASHINGTON AND ALASKA GROUPS, VIZ.:					
COMMODITY: FREIGHT ALL KINDS, NOS (See notes)					
Equipment	Minimum weight	ANC	FBX	KEN	PMR
40' high cube	36000	27.92	33.22	31.79	31.12
45' high cube	41000	27.92	33.22	31.79	31.12

- Rates named in this Item will not apply on the following articles:
Automobiles, passenger or freight
Ammunition
Commodities in bulk
Explosives
Livestock
Radioactive Materials
Poisons
Household Goods
- Rates apply to cargo loaded to closed containers only.

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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

SECTION 2 – COMMODITY RATES
 (Rates shown in cents per one hundred pounds, except as noted)

Item No.
2421

BETWEEN AUBURN, WASHINGTON AND ALASKA GROUPS, VIZ.:			
COMMODITY: FREIGHT ALL KINDS, NOS (See notes			
Equipment	Minimum weight	JNO	KET
20' Closed Container	30000	14.35	7.54
40' Closed container	44000	16.10	7.54

- 2. Rates named in this Item will not apply on the following articles:
 Automobiles, passenger or freight
 Ammunition
 Commodities in bulk
 Explosives
 Livestock
 Radioactive Materials
 Poisons
 Household Goods

- 2. Rates apply to cargo loaded to closed containers only.

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EXPLANATION OF ABBREVIATIONS, REFERENCED MARKS AND SYMBOLS

Abbreviation	Definition	Abbreviation	Definition
AK	Alaska	LCL	Less than Container Load
AQ	Any Quantity	LF	Per lineal foot
Carrier	Span Alaska Transportation, Inc.	Min.	Minimum
CL	Container Load	N.M.F.C.	National Motor Freight Classification
C.O.D	Collect on delivery	N.O.S.	Not otherwise specified in this tariff
Cwt	Hundred weight	RVNX	Released value not exceeding
Ft	Foot or feet	SLC	Shipper loaded Container
In	inches	STB	Surface Transportation Board
I/S	Iron or Steel	U.S	United States
KD	Knocked Down	Viz.	Namely
KFF	Keep from Freezing	Wt.	Weight
LB(s)	Pounds		

Symbol	Definition
#	Added new matter
◆	Revised matter or page
▲	Denotes increase
▼	Denoted Decrease

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