

STB SPAJ 300

SPAN-ALASKA TRANSPORTATION, LLC

3815 West Valley Highway N, Auburn, WA 98001

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

[V070120]

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

ISSUED: October 10, 2022

EFFECTIVE: October 16, 2022

STB SPAJ 300		
SPAN-ALASKA TRANSPORTATION, LLC		
FREIGHT TARIFF 300		
PARTICIPATING CARRIERS		
ABBREVIATIONS:	NAME OF CARRIER:	CERTIFICATE:
MSNT	Midnight Sun Transportation Services, LLC Anchorage, AK	USDOT 309261 MC-538408
AKFE	Alaska Freight Express, LLC Kent, WA	USDOT 272017 MC- 16975
PARTICIPATING FREIGHT FORWARDER(S)		
ABBREVIATIONS:	NAME OF FORWARDER:	CERTIFICATE:
SPAJ	Span-Alaska Transportation, LLC Auburn, WA	USDOT 2370728 FF-002348

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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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) . 2) National Motor Freight Classification NMF 100, series. In the event that a rule is set forth herein addressing the same topic or Rule as the 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
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 also 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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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>APPLICATION OF TARIFF – GENERAL</u></p> <ol style="list-style-type: none">1. Except as otherwise provided, this tariff applies to the transportation of general commodities and like personal property via Carrier's scheduled routes. In addition to applying when Span Alaska Transportation, LLC is named as the Carrier on the face of the applicable bill of lading, this tariff also applies to services rendered by any entity included in the definition of "Carrier" where such entity issues a bill of lading naming itself as Carrier and referencing this tariff. The liability of any entity included in the definition of "Carrier" is several and not joint. 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.2. The provisions of this Tariff may only be waived in a written agreement signed by and authorized representative of Carrier and Shipper. 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.3. The establishment of a commodity rate removes the application of the class rate on the same article between the same points via the same route.4. Carrier reserves the right to utilize other routes and/or other Carrier's participating herein.5. Except as otherwise provided, rates apply via a combination of motor-water-motor routes.6. Carrier is under no obligation to provide service pursuant to this Tariff.7. Freight 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.8. Goods loaded to containers under Shipper load and count will move at containerload (CL) rates only.	160
<p><u>APPLICATION OF RATES – ESTIMATED FREIGHT CHARGES</u></p> <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>	190
<p><u>ADVANCING CHARGES (Exception to NMFC Item 300)</u></p> <p>In no event will Carrier have any obligation to advance charges incurred with respect to the goods or services rendered with respect thereto, but such charges may, in Carrier's sole discretion, be advanced to Shipper, Consignee or cargo owners or its warehousemen or agents, e. 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>	300

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RULES AND GOVERNING PROVISIONS:

RULE NO:

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

320

Except as may be otherwise provided herein, 48 hours free time, excluding Saturdays, Sunday and legal holidays, will be allowed.

Storage charges assessed under Rule 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 or any of its subcontractors may hold the shipment subject to storage fees defined 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.

Any charges assess with respect to storage, demurrage, delay, etc., will be charges in respect of the Goods and subject to Carrier's lien.

PLACEMENT OR ARBITRARIES TO OR FROM POINTS IN THE STATE OF WASHINGTON -CL

340

<u>POINT/PLACE</u>	<u>BASING POINT</u>	<u>CHARGE IN DOLLARS PER CL</u>
Algona	Tacoma, WA	323.00
Andover Industrial Park	Tacoma, WA	428.00
Auburn	Tacoma, WA	323.00
Bellevue	Tacoma, WA	630.00
Bothell	Tacoma, WA	713.00
Burien	Tacoma, WA	428.00
Des Moines	Tacoma, WA	478.00
Edmonds	Tacoma, WA	730.00
Everett	Tacoma, WA	811.00
Federal Way	Tacoma, WA	323.00
Fife	Tacoma, WA	323.00
Fircrest	Tacoma, WA	393.00
Gig Harbor	Tacoma, WA	447.00
Issaquah	Tacoma, WA	608.00
Kenmore	Tacoma, WA	645.00
Kent	Tacoma, WA	320.00
Kirkland	Tacoma, WA	645.00
Lakewood	Tacoma, WA	323.00
Lynnwood	Tacoma, WA	776.00
Maltby , Maltby Industrial Park	Tacoma, WA	730.00
Monroe	Tacoma, WA	811.00
Mukilteo	Tacoma, WA	820.00
Olympia	Tacoma, WA	624.00
Pacific	Tacoma, WA	323.00
Puyallup	Tacoma, WA	323.00
Redmond	Tacoma, WA	645.00
Renton	Tacoma, WA	393.00
Seattle (except piers)	Tacoma, WA	492.00
Sumner	Tacoma, WA	323.00
Tacoma	Tacoma, WA	323.00
Tukwila	Tacoma, WA	393.00
Woodinville	Tacoma, WA	645.00

1. Points not specifically provided for in this item will not be afforded placement under provisions of this item.
2. Rate shown is round trip and apply to and from Carrier's terminal.

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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	774.00
Chugiak	Anchorage	671.00
Eagle River	Anchorage	478.00
Eielson AFB	Anchorage	2,403.00
Elmendorf AFB	Anchorage	310.00
Fairbanks	Anchorage	1,948.00
Fort Richardson	Anchorage	310.00
Fort Wainwright	Anchorage	2,403.00
Homer	Anchorage	1,948.00
Kenai	Anchorage	1,212.00
Nikiski	Anchorage	1,503.00
Ninilchik	Anchorage	1,695.00
Palmer	Anchorage	683.00
Soldotna	Anchorage	1,212.00
Wasilla	Anchorage	683.00

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.

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RULES AND GOVERNING PROVISIONS:

RULE NO:

CHARGES, OVERDIMENSION GOODS (HEAVY, BULKY, LONG, ETC.)

343

(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 may be subject to additional charges as negotiated with Carrier.

(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.

(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.

Carrier is not obligated to accept or arrange transportation of any overweight, over length, over-width, or over-height cargo and transportation thereof may be subject to, or limited or prohibited by, permitting requirements in the applicable jurisdiction.

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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 Twenty-seven percent (27.0%) to Central Alaska regions under Steamship Service, Thirty-six percent (36.0%) to Central Alaska regions under Barge Service, and Nineteen-and-a-half percent (19.5%) 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 use reasonable commercial efforts to 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 shipment2) Freight bill3) Proof of Delivery	360
<p><u>BILLS OF LADING OR FREIGHT BILLS INVOLVING A CHANGE IN COLLECTION STATUS</u></p> <p>Carrier shall have no obligation to collect charges from the consignee or otherwise provide “collect” service but may agree to do so in its sole discretion. .</p> <p>When such a change in collection status is allowed by Carrier from “prepaid” to “collect” or vice versa, a charge of \$32.00 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 then-current terms and conditions of Carrier’s bill of lading, issued at the time of shipment, shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed in a writing signed by an authorized representative of both Shipper and Carrier in.</p> <p>In the event of a conflict or inconsistency between any provision pre-printed on the face of the bill of lading, or in the bill of lading terms, and this Tariff, the provisions of this Tariff will govern.</p>	365

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>CHANGES TO TARIFF</u></p> <p>Carrier may amend this tariff at any time. The effective date of the revised tariff will be the issue date stated therein. Any such revised tariff will apply to any cargo first coming into possession of Carrier or its subcontractors on or after the issue date.</p>	380
<p><u>C.O.D. SHIPMENTS</u></p> <p>All shipments will be presumed to be collect unless otherwise noted on the face of Carrier's bill of lading. Should Carrier agree to collect freight charges on delivery ("C.O.D."):</p> <p>(A) The consignee will not be allowed to examine the contents of a C.O.D. shipment prior to payment of C.O.D freight charges and receipt of the shipment.</p> <p>(B) C.O.D shipments of perishable goods, personal goods, or household goods will not be accepted.</p> <p>(C) Only the following forms of payment will be accepted for payment of C.O.D. freightcharge amounts:</p> <ul style="list-style-type: none">(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. <p>In no event will Carrier have any liability arising from or related to failure to accept payment via appropriate means.</p> <p>(D) In no event will Carrier have any obligation to collect or remit payment for the goods themselves.</p> <p>(E) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher</p> <p>(F) 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 \$88.00, maximum of \$414.00, subject to 3.5% of the amount of the C.O.D order.</p>	430

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RULES AND GOVERNING PROVISIONS:

RULE NO:

(G) 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.

**430
Concluded**

LIEN

Carrier shall have a lien upon all goods transported hereunder, and any proceeds thereof, which lien shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shippers' personal property, and all proceeds thereof, subsequently in the possession of Carrier to secure payment of sums due hereunder whether such charges relate to the personal property or proceeds then in Carrier's possession. 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.

472

CUSTOMS OR IN BOND SHIPMENTS

Shipments moving under Bond will not be accepted by the Carrier.

480

DELAY CHARGES

500

Charges for driver wait time and pick-up and delivery appointments will be assessed in accordance with the following:

(1) **FREE TIME:**

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:

Locations in Alaska : 15 minutes
Locations in Washington : 15 minutes

POINTS/PLACES IN ALASKA		POINTS/PLACES IN WASHINGTON	
charge	minimum	charge	Minimum
\$167.00 Hour	\$71.00	\$167.00 Hour	\$71.00

(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.

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RULES AND GOVERNING PROVISIONS:

RULE NO:

DETENTION – TRAILERS WITHOUT POWER UNITS

501

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.

(1) **FREE TIME:**

Unless otherwise provided, placed and/or removed containers 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.

(2) **DETENTION CHARGES:**

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).

20'	40' – 45'	48'	53'
Per Day	Per Day	Per Day	Per Day
\$61.00	\$61.00	\$83.00	\$83.00

EFFECTIVE DATES

510

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).

The term "tender" or "date of tender" is the date upon which the shipment is physically received by Carrier or any of its subcontractors.

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.

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<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, including, but not limited to, unloading, splitting shipments into multiple conveyances, associated transportation charges and fines or penalties, are the responsibility of Shipper and are subject to Carrier's lien.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 are those as classified hazardous by the U.S. Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49. It is Shipper's sole obligation to notify Carrier in advance of any tendered shipment of Hazardous Goods, and such shipments will only be accepted for transportation by Carrier after prior booking arrangements have been made and Carrier has agreed to provide such services in writing. Upon Carrier's request, Shipper will provide Carrier with a copy of the Safety Data Sheet with respect to any Hazardous Goods.</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 and/or Bill of Lading, to include all information, descriptions, instruction, disclosures required by Federal Hazardous Material Regulations. 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: "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." On each shipping papers and/or Bill of Lading Shipper must assure that the HM column has been properly marked.(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

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RULES AND GOVERNING PROVISIONS:	RULE NO:			
<p><u>EXPLOSIVES, HAZARDOUS MATERIALS, HAZARDOUS WASTE AND OTHER DANGEROUS GOODS</u></p> <p>(3) Shipper shall be solely responsible for ensuring that all accepted Hazardous Goods shipments are properly packaged, marked and labeled in accordance with requirements of the Federal Hazardous Material Regulations, and that such Hazardous Goods are properly described on the shipping papers provided to Carrier.</p> <p>(4) 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>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>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>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>NOTE 3: Hazardous Goods accepted by Carrier for shipment shall be assessed the following charge in addition to all other applicable rates and charges.</p> <table border="0" data-bbox="228 1325 1252 1402"><tr><td>All assessments subject to a minimum charge of \$74.00 per classification</td><td>\$2.82 cwt per hazardous classification</td><td>All assessments subject to a maximum charge of \$259.00 per classification</td></tr></table>	All assessments subject to a minimum charge of \$74.00 per classification	\$2.82 cwt per hazardous classification	All assessments subject to a maximum charge of \$259.00 per classification	540 Concluded
All assessments subject to a minimum charge of \$74.00 per classification	\$2.82 cwt per hazardous classification	All assessments subject to a maximum charge of \$259.00 per classification		
<p><u>HAZARDOUS MATERIALS, DISPOSAL OF</u></p> <p>When shipments of Hazardous 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 Goods. The cost of disposal shall be paid by Shipper.</p>	542			

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>HAZARDOUS WASTE, TRANSPORTATION OF, PROHIBITED ARTICLES</u></p> <p>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.</p>	545
<p><u>INACCURATE DESCRIPTION</u></p> <p>Shipper is responsible to provide complete and accurate information regarding the goods. Should inaccurate or incomplete information be provided, without limiting any other right of Carrier, Carrier will be entitled to collect charges according to the proper and accurate description/particulars thereof.</p>	561
<p><u>CONTAINER LOADING</u></p> <ol style="list-style-type: none">(1) Goods loaded in containers must be packaged and secured in such a manner to ensure that goods do not shift during transportation and 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
<p><u>EQUIPMENT DAMAGE</u></p> <p>Repair of damage to the Carrier's equipment by virtue of:</p> <ol style="list-style-type: none">(1) characteristics of the goods, improper loading, improper unloading, and/or improper packaging will be for the account of the Shipper, Consignee or beneficial owner of the freight, and will be charges in respect to the goods subject to Carrier's lien. 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, but is not required in order for Carrier to proceed with a claim.	564

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>PLATFORM OR FLATBED LOADING</u></p> <p>Goods that are loaded by Shipper (or any third party other than Carrier at the request of Shipper) 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> <ul style="list-style-type: none"> (1) Banding Only – A charge per platform will be assessed for banding goods to platform. <ul style="list-style-type: none"> 40' Platform \$135.00 45' Platform \$135.00 53' Platform \$164.00 (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: <ul style="list-style-type: none"> 40' Platform \$351.00 45' Platform \$364.00 53' Platform \$435.00 (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: <ul style="list-style-type: none"> 40' Platform \$486.00 45' Platform \$512.00 53' Platform \$591.00 (4) Resecuring – If goods required resecuring for safe stowage, the following provisions apply: <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>	<p>567</p>

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RULES AND GOVERNING PROVISIONS:

RULE NO:

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LIABILITY FOR LOSS OR DAMAGE TO GOODS

Carrier's liability for any loss, damage or destruction 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(B) below, Carrier's liability for any loss, damage or destruction to any shipment shall not exceed the lesser of (i) the cost to repair or replace the goods, which shall in no event exceed the commercial invoice amount; and (ii) (A) with respect to new and unused items, \$25.00 per pound, subject to a maximum liability of \$100,000 per shipment; or (B) with respect to used or reconditioned items, \$0.30 per pound, subject to a maximum liability of \$1,000 per shipment. The foregoing notwithstanding, with respect to new and unused items consisting of articles that are described in National Motor Freight Classification Item 116030, Copiers, Printers, Scanners, or Facsimile machines, or components or part thereof, NOI note 116034 Carrier's liability for any loss, damage, or destruction to any shipment shall not exceed the lesser of a) the cost to repair or replace the goods which shall in no event exceed the commercial invoice amount, or b) \$2.50 per pound per package. All such articles must be packaged in accordance with Specifications for Numbered Packages, Package 2534.

All shipments with an origin in Alaska are deemed to consist of Used or Reconditioned Articles unless Shipper indicates otherwise in the space provided on the face of Carrier's bill of lading. If Shipper indicates on the face of Carrier's bill of lading that Alaska origin shipments consist of new and unused articles, there shall be a presumption that goods were new and unused unless and until Carrier provides evidence to the contrary.

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.

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RULES AND GOVERNING PROVISIONS:

RULE NO:

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Continued

LIABILITY FOR LOSS OR DAMAGE TO GOODS

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.
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 packaging (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.

B. 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:

1. Declaring Excess Value Liability on the bill of lading. 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, and by paying additional fees as set forth below.

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:

RULE NO:

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Continued

LIABILITY FOR LOSS OR DAMAGE TO GOODS

2. Cost of Excess Value Liability- New and Unused Items. Except as otherwise set forth herein, the cost of requesting that Carrier assume additional liability with respect to new and unused items shall be \$25.00 per each \$10,000.00 in excess of the otherwise applicable limitation, subject to a minimum charge of \$25.00 per shipment. A maximum of \$400,000.00 in excess liability coverage is available.
3. Cost of Excess Value Liability- Used or Reconditioned Items. The cost of requesting that Carrier assume additional liability with respect to used or reconditioned items shall be \$25.00. A maximum of \$.60 per pound, not to exceed \$2,000.00 per shipment, in excess liability coverage is available.
4. Cost of Excess Value Liability- New and Unused Copiers. Upon request and payment of charges set forth in this item, Carrier will assume a total liability of \$5.00 per pound with respect to new and unused articles that are described in National Motor Freight Classification Item 116030, Copiers, Printers, Scanners, or Facsimile machines, or components or part thereof, NOI note 116034. The cost of requesting such liability shall be \$.50 per pound, subject to a minimum charge of \$25.00 per shipment.
5. Excess Value Liability is Not Insurance. Shipper acknowledges and agrees that Carrier's acceptance of the Excess Value Liability as set forth herein is not, and shall not be construed as, insurance of any kind.
6. Actual Value as Cap. Carrier's total liability for loss or damage to goods shall not in any event exceed the lesser of: (i) the amount of excess liability requested; or (ii) the lesser of the cost to repair or replace the goods (which shall in no event exceed the commercial invoice value of the goods). If Shipper requests and Carrier agrees to provide excess liability, and the amount of excess liability requested exceeds the lesser of the cost to repair the goods, the cost to replace the goods, or the commercial invoice value of the goods, Carrier shall nevertheless be entitled to retain any and all such fees associated with the request for excess liability.

C. Miscellaneous.

1. The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.
2. Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.

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RULES AND GOVERNING PROVISIONS:

RULE NO:

LIABILITY FOR LOSS OR DAMAGE TO GOODS

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Concluded**

3. Carrier shall have the full benefit of the limitations on the amount of Carrier's liability for cargo loss, damage or destruction as set forth herein unless the Carrier has converted the cargo to its own use, or, through its intentionally wrongful conduct, has destroyed the cargo.
4. If for any reason, Carrier is unable to make delivery, including, but not limited to, the consignee's failure to accept, Carrier's liability for loss, damage or destruction to cargo will immediately become that of a warehouseman under the Uniform Commercial Code, in which event, all limitations to and exclusions from Carrier's liability for loss, damage or destruction shall continue to apply, but Carrier shall not be liable unless loss, damage, or destruction is due to its failure to exercise reasonable care with respect to the cargo.
5. Carrier's sole liability, and Shipper's sole recovery, with respect to cargo loss, damage or delay will be as set forth in this Item and in no event will Carrier be liable under any other theory of law, nor to any party other than the actual beneficial owner of cargo, or its direct assignee, with respect to any claim arising from or related to loss or damage to cargo or delay. If Shipper is not the beneficial cargo owner, then Shipper warrants and represents that it is authorized to bind the beneficial cargo owner to this provision. In no event will the concept of deviation apply to services provided hereunder.

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LIABILITIES NOT ASSUMED</u></p> <p>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, OR DAMAGES DUE TO BUSINESS INTERRUPTION OR SHUTDOWN, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.</p>	575
<p><u>IMPRACTICAL OPERATIONS</u></p> <p>Nothing in this tariff shall be construed as making it binding upon Carrier perform any services which are impracticable due to any reason beyond Carrier's reasonable control, including, but not limited to, inability 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 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.</p>	576
<p><u>FORCE MAJEURE EVENTS</u></p> <p>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, emergency declaration, pandemic, epidemic, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to reasonably control, or which could not be reasonably anticipated by Carrier.</p>	577
<p><u>WARRANTIES</u></p> <p>CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED. CARRIER IS NOT OBLIGATED TO PROVIDE SCHEDULED SERVICE AND IS NOT LIABLE FOR CONSEQUENCES OF DELAY.</p>	578

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RULES AND GOVERNING PROVISIONS:

RULE NO:

PICKUP AND DELIVERY SERVICE – SECURED OR LIMITED ACCESS DELIVERY

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The following provisions shall apply with respect to delivery of shipments at sites with limited access.

(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 as determined by Carrier in its sole discretion, shall be subject to the following charges.

Secured locations include, but are not limited to, schools, houses of worship, military bases or installations, government facilities, prisons, jails and detention centers.

Description	Shipment Size	
	0-1999lbs.	2000lbs and greater
Limited Access Delivery Surcharge	\$55.00	\$102.00

LCL CONSOLIDATED PICKUP SERVICE

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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.

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.

If Carrier notifies Shipper of any overage, shortage or damage to any container that is pre-loaded by Shipper outside the presence of any Carrier or subcontractor personnel within ten (10) days of the date on which the container is first opened by Carrier, there will be a presumption that such overage, shortage, or damage existed at the time of loading by Shipper.

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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 set forth in Rule 2420 or 2421 as applicable, 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. Carrier may revoke credit at any time, including once services have commenced, in its sole discretion.</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 without any deductions or offsets within 30 days from the date of Carrier's 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 (including reasonable attorney fees) 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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RULES AND GOVERNING PROVISIONS:			RULE NO:
<u>PERMITS, SHIPMENTS REQUIRING PERMITS OR PILOT CARS</u>		740	
<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, pilot cars, and/or other fees and charges related thereto may be required shall be the responsibility of Shipper. Carrier will quote such costs to Shipper upon request.</p>			
<u>PRIOR RESERVATION OF SPACE (BOOKING)</u>		745	
<p>Prior reservation of space (booking) is not a guarantee that goods will be transported on a specific move, although reasonable efforts 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>			
<u>PROTECTIVE SERVICE – KEEP FROM FREEZING</u>		748	
<p>Carrier is not liable to protect cargo from temperature or other atmospheric conditions. The foregoing notwithstanding, upon Carrier's acknowledgment of a request made pursuant to this rule that Carrier protect a shipment from freezing, Carrier will use reasonable commercial efforts to do so and the charges set forth herein will apply. . 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>			
SHIPMENT DESCRIPTION		CHARGES	
LTL		\$2.99 CWT (1)	
Container Load		\$446.00	
<p>(1) Subject to a minimum charge per shipment of \$31.00 and a maximum charge of \$446.00.</p>			

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>PERISHABLE CARGO, LIVE PLANTS</u></p> <p>(1) Unless Shipper has requested in writing controlled temperature service in accordance with this Item, and Carrier has confirmed, in writing, Carrier's agreement to provide such service, humidity or temperature protection shall not be provided by Carrier and Carrier shall have no liability arising from or related to exposure of the Goods to temperature or humidity.</p> <p>(2) Shipper may request that Carrier provide controlled temperature service. Any such request must be made in writing at the time of the initial request for services with respect to the specific shipment to which the request relates, must include a description of the Goods in question and the specific temperature being requested by Shipper in degrees Fahrenheit. No such request will be honored unless confirmed in writing by an authorized representative of Carrier. Such services may be subject to additional rates and charges which will be quoted by Carrier to Shipper.</p> <p>(3) With respect to Goods for which Carrier has agreed to provide controlled temperature transportation, Shipper shall ensure that the Goods are within appropriate temperature ranges at the time Carrier receives the Goods, that the transporting conveyance is set to the appropriate temperature level, and that temperature within the transporting conveyance is in fact at the appropriate level. Shipper further acknowledges and agrees that delivery of Goods without the original seal intact, or with a broken, missing or unreadable seal, will not result in any presumption that Goods have been adulterated, contaminated or otherwise rendered unfit for their intended purpose.</p>	749 ◆
<p><u>PLACEMENT AND RESPOT SERVICES</u></p> <p>(1) Definition of Terms:</p> <p>(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>(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>(2) Application of Rates:</p> <p>(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>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>(B) Respot service: when requested, Carrier will provide a quote for the cost of providing respot services.</p>	750

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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p data-bbox="214 331 618 361"><u>RE-CONSIGNMENT OR DIVERSION</u></p> <p data-bbox="214 390 1260 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="201 529 1260 1264" style="list-style-type: none"><li data-bbox="201 529 1260 583">(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.<li data-bbox="201 613 1260 642">(2) Only entire shipments (not portions of shipments) may be re-consigned or diverted.<li data-bbox="201 672 1260 726">(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.<li data-bbox="201 756 1260 831">(4) When such a change in re-consignment or diversion is made, and allowed by Carrier, a charge of \$34.00 for such change will be assessed against the ultimate payer of the freight charges.<li data-bbox="201 861 1260 915">(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.<li data-bbox="201 945 1260 1020">(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.<li data-bbox="201 1050 1260 1159">(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).<li data-bbox="201 1188 1260 1264">(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="214 1293 1192 1348">All such diversions/re-consignments shall be subject to confirmation from Carrier, verbally or otherwise.</p>	<p data-bbox="1377 310 1432 340">820</p>
<p data-bbox="214 1402 815 1432"><u>RELEASE OF GOODS TO OTHER THAN CONSIGNEE</u></p> <p data-bbox="214 1461 1269 1491">Goods shall be released at destination to the Consignee designated by Shipper on the bill of lading.</p> <p data-bbox="214 1520 1260 1629">EXCEPTION: Carrier may, in its sole discretion, 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>	<p data-bbox="1377 1381 1432 1411">847</p>

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SPAN-ALASKA TRANSPORTATION, LLC

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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> <ol style="list-style-type: none">(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.(2) The return movement will be considered a new shipment and billed as such.(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: Beer Cigarettes Hazardous Materials Wine Drugs Liquor Commodities NOS as governed by federal or state regulations Medicines	860
<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> <ol style="list-style-type: none">(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:<ol style="list-style-type: none">(A) Carrier has the right to load such empty container with other goods.(B) Such empty container is available to Carrier within 90 days after the loaded container arrives.(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>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

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RULES AND GOVERNING PROVISIONS:

RULE NO:

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:	\$101.00 per hour or fraction
thereof Alaska Labor Charges:	\$101.00 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.

STORAGE CHARGES

910

The following provisions shall apply with respect to storage of containers or cargo at Carrier's, or any subcontractor's, facility once allotted free time has expired.

- (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 where Carrier is providing Keep From Freeze service, free time will end at the close of the following business day after notification of availability.

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

Storage Charges Per Day (except as noted)

Description	Storage Rate	
	Minimum monthly charge	Rate per day, per shipment
Freight All Kinds, Palletized Cargo	\$38.94	\$7.74 per pallet
Freight all Kinds, Non-Palletized	\$38.94	\$3.09 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.

If Carrier arranges for storage with a third party, all charges assessed by such third party will be for the account of Shipper and the Consignee. Carrier's responsibility with respect to such goods will terminate upon such tender as if Carrier had made delivery to the ultimate consignee.

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>STORAGE CHARGES, CONTINUED</u></p> <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. Shipper 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 receipt by Carrier. 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>	<p>910 Continued</p>

Concluded

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SPAN-ALASKA TRANSPORTATION, LLC

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RULES AND GOVERNING PROVISIONS:

RULE NO:

959

TRANSFER OF LADING

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:

Goods	Charge
Freight, NOS palletized	\$1.02 cwt (1)
Freight, NOS not palletized	Rates as shown in item 891

(1) Charges are subject to a maximum charge of \$290.00 per 20' or 24' container, \$468.00 per 40' or 45' container, and \$580.00 per 53' container.

NOTE 1: Carrier will load goods in a manner which will utilize container weight and space capacity efficiently, but will not be responsible for inability to meet any minimum weight

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>WATER, TRANSPORTATION BY – ON/UNDER DECK TRANSPORTATION AUTHORIZED</u></p> <p>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>	971
<p><u>WATER, TRANSPORTATION BY – GENERAL AVERAGE/NEW JASON CLAUSE</u></p> <p>General average shall be adjusted, stated and settled in accordance with the policies and procedures adopted by the transporting water carrier.</p>	972

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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, should Carrier incur any liability to the water carrier pursuant to a so-called “both to blame” provision in the water carrier’s bill of lading, or other provision have the force and effect of imposing on Carrier liability arising from any vessel collision, Shipper and Consignee will each have a duty to defend, indemnify and hold Carrier harmless from any against any such liability.</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 nor acceptance of improper loading. All penalties levied under authority of law due to improper loading, etc. shall be for the account of Shipper and subject to Carrier’s lien.</p>	990

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RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>WEIGHT – BILLING</u></p> <p>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.</p>	992
<p><u>WEIGHT – ROAD RESTRICTIONS</u></p> <p>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:</p> <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:

LOSS/DAMAGE CLAIMS, CONDITIONS PRECEDENT

1000

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.

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 on which Carrier disallowed the claim or pertinent part of the claim.
5. There shall be no recovery against Carrier until freight and all charges due Carrier have been paid in full.

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:

RULE NO:

1003

LOSS/DAMAGE, PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF CLAIMSA. FILING OF CLAIMS:

(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.

(2) Minimum Filing Requirements

A communication in writing from claimant, filed with the Carrier within the limits specified in the bill of lading 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.

(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.

B. ACKNOWLEDGMENT OF CLAIMS:

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.

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.

Continued

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:	RULE NO:
<p><u>LOSS/DAMAGE, PRINCIPLES AND PRACTICES 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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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

RULES AND GOVERNING PROVISIONS:

RULE NO:

LOSS/DAMAGE, PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF CLAIMS, continued

1003
Continued

D. PROCESSING OF SALVAGE:

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 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.

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.

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.

Concluded

SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

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> <p>(f) A claim alleging that Carrier is liable for an overcharge or to refund any duplicate payment or unidentified payment, will not be paid unless filed within one hundred eighty (180) days of the date of the payment giving rise to any such claim, which claim must specify the particulars.</p> <p>(g) Any suit against Carrier with respect to any such claim must be commenced within eighteen (18) months following Carrier's denial of all or any part of such claim.</p>	<p>1104</p>
<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>	<p>1105</p>

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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 and timely 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

STB SPAJ 300

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 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 includes, but is not limited to, 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>	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. In such instances, Carrier shall remain liable to Shipper for loss or damage to cargo in accordance with the provisions of this Tariff, but in no event shall Carrier otherwise be liable for any acts or omissions of any third party</p>	1135

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FREIGHT TARIFF 300

SECTION 2

COMMODITY RATES

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

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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)

BETWEEN AUBURN, WASHINGTON AND ALASKA GROUPS, VIZ:

Item No.
2420

COMMODITY: FREIGHT ALL KINDS (See Notes Below)

Equipment	Minimum Weight	ANC	FBX	KEN	PMR
40' High Cube	36,000 lbs	30.86	36.71	35.13	34.40
45' Container	41,000 lbs	30.86	36.71	35.13	34.40

1. 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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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

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

BETWEEN AUBURN, WASHINGTON AND ALASKA GROUPS, VIZ:

Item No.
2421

COMMODITY: FREIGHT ALL KINDS, NOS (See Notes)

Equipment	Minimum Weight	JNO	KET
20' Closed Container	30000	15.86	8.34
40' Closed Container	40000	17.80	8.34

1. 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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SPAN-ALASKA TRANSPORTATION, LLC

FREIGHT TARIFF 300

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