Rule 5 Hazardous Substances

The term "HazMat laws" refers to any international, federal, state, (Canadian) provincial, local, tribal or other treaty, law, statute, regulation, rule or ordinance relative to the transportation of hazardous cargos and the term "hazardous cargos" refers to any cargos which have hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing character or effect whatsoever, including without limitation any material or substance listed on the Federal Hazardous Material Table (49 C.F.R. § 172.101), as amended, or otherwise identified by a HazMat law as being a marine or other pollutant, an explosive, dangerous or hazardous material, substance or waste.

A. Explosives, inflammables, or other dangerous or hazardous substances, or cargo of an objectionable nature, are subject to Carrier's acceptance, equipment availability and to special booking arrangements.

B. Shipper is solely responsible for all local, state, and federal regulations pertaining to the offering, describing, identifying, naming, classifying, packing, packaging, storing or unloading incidental thereto, labeling, handling instructions, movement, shipment, and documentation of hazardous substances tendered to Carrier in strict compliance with all applicable HazMat laws.

C. Shipper shall provide Carrier with complete, comprehensive and approved shipping papers with respect to hazardous cargos tendered for transportation hereunder, which papers shall include all information, descriptions, instructions, disclosures and documentation required by HazMat laws and a full description and identification of the hazardous cargos, including their type, quantity, proper shipping name, classification, packing group, chemical group, identification number(s) as well as their hazardous and subsidiary hazardous nature(s).

Without limitation upon the above, Shipper shall obtain and provide the following to Carrier prior to the performance of any transportation related services:

A. Copy of Shipper's registration under 49 U.S.C. §5108 as an offeror of hazardous cargos for interstate transportation (or an applicable federal approval/exemption).

B. The full name and street address, telephone and contact name for the owner, consignor and consignee of the hazardous cargos.

C. A full description of the hazardous cargos, including their identity and quantity.

D. Booking number(s) as assigned by Carrier.

E. Complete and clear written instructions for the loading, handling, storing, movement, transportation and unloading of the hazardous cargos as well as for the response, clean-up, mitigation, remediation, alleviation, removal and restoration in the event of a spill or release of the hazardous cargos.

F. The full name and telephone number for a contact person who has comprehensive knowledge with respect to the hazardous goods, including their hazardous nature and emergency incident response requirements. The contact person identified by Shipper must be immediately available at all times during the performance of transportation services, and his/her telephone number must be available and monitored at all times, and must not be a beeper number or otherwise involve any answering or call-back service.

Additionally, Shipper shall be responsible for obtaining and providing any and all transit or movement notices, permits, authorizations and confirmations for the hazardous cargos or the transportation services in accordance with and as required by HazMat laws and/or any government, terminal and/or port agency or authority.

If Shipper's cargos include any cargos of the type/classes enumerated in 49 C.F.R. §172.800 or otherwise requiring a security plan, the shipping papers provided by Shipper must include a written security plan conforming with 49 C.F.R. §172.802 and other HazMat laws.

D. A handling charge will be applied to each shipment of hazardous substances to cover the additional cost of handling, placarding of Carrier's equipment, notification of the local, state, and federal agencies, and compliance with all local, state, and federal laws.

20' Container/Platform	$50-$60 each
LCL (less than container load)	$15-$25 each

E. In the event that the authorities at cargo's destination take the position that cargo is corrosive, flammable, explosive, or injurious, the owners of such cargo shall take delivery immediately when Carrier's vessel, whether in berth or not, is ready to discharge same, and otherwise Carrier's vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond Carrier's vessel's tackle or equipment, including lighterage and/or transportation charges incurred in conveying such cargo to the warehouse or place designated by the port authorities for the storage or reception of the same, to be for account of Consignee, and/or owner and/or Shipper of such cargo.

F. If Shipper's hazardous cargos include hazardous waste, the shipping papers provided by Shipper MUST include original Manifest(s) upon EPA Form(s) 8700-22 and/or 22A and all other paperwork required by HazMat laws and/or any government, terminal and/or port agency or authority.

G. Shipments of PCBs require seven (7) days notification to Carrier prior to shipment. All hazardous shipments require a seven (7) day notification.

H. The party responsible for payment of freight charges shall sign Carrier's "Dangerous Cargo Manifest Agreement" and must be approved by Carrier's Credit Department prior to any shipments of hazardous substances. This party shall be considered the "Responsible Party" in all aspects of the shipment.

I. Shipments of hazardous substances must be picked up within 24 hours of verbal notification to Consignee by Carrier that the shipment is available. Containers which exceed the 24 hour limit will be subject to a detention penalty of $5.00 per day or fraction thereof commencing at 8:00 am on the next business day following the end of the 24 hour "free" period, until the shipment is picked up. If the shipment is not picked up within 5 days of notification, a detention charge of $100.00 per day or fraction thereof will be assessed commencing on the sixth day in addition to the penalty listed above. Shipments of PCBs will be held in Carrier's terminal no longer than 5 days after the arrival of the vessel. If the shipment is not picked by Consignee within 5 days, Carrier reserves the right to place shipment in a properly approved, designated PCB storage site, at the sole risk and expense of Consignee and Shipper. A detention charge of $100.00 per day or fraction thereof will be assessed, commencing on the sixth day following arrival of the vessel, in addition to the penalty listed above. The minimum charge shall be $100.00. Consignee must return equipment to Carrier's terminal within 3 days of delivery in clean condition. Equipment must be inspected by an authorized representative of Consignee, and a certification provided to Carrier stating that no spillage or leakage has occurred. Carrier reserves the right to inspect the equipment upon re-delivery to its terminal. If, in the opinion of Carrier, there is evidence of spillage or leakage, the party responsible for the freight charges will be responsible for all charges incurred in restoring the equipment to its original condition prior to shipment plus ten percent (10%), with a minimum charge of $200.00 per incident. In the event the equipment cannot be restored to its pre-shipment condition, as determined in Carrier's sole discretion, then the responsible party shall pay Carrier for the replacement value of the equipment and shall become the owner of the equipment with the obligation to dispose of the equipment lawfully or make it safe and suitable for future use.

J. Exceptions to Hazardous Materials.
   a. Does not apply to machinery or vehicles.
   b. When two or more articles which are prohibited by the DOT and Coast Guard from being stored or loaded together, each part in the shipment will be considered a separate shipment and will be billed separately.

K. For hazardous waste shipments, only full containers of hazardous waste, which are loaded and unloaded by Shipper, shall be accepted for transportation.

L. Shipment of hazardous waste containers shall only be between Carrier's terminals, and Carrier will not be involved in the on-carriage to any inland disposal site or other destination. Shipper shall be solely responsible for the ultimate disposal/destination of any hazardous waste shipments.

M. All hazardous waste shipments must be double packed by Shipper per below:

a. All drums must be container/packaged in overpack containers.

b. Solid hazardous waste packed in drums must be pre-packaged in plastic bags. No overpack drums required unless specified.

c. If double packaging is not performed, containers must be lined with plastic with packaged hazardous waste materials placed on top of plastic lining.

N. Hazardous cargos tendered to Carrier which are subsequently found to have been improperly classified, described, packaged, marked and/or labeled, and/or are otherwise not in proper condition for transportation as required by HazMat laws and/or this tariff, Shipper shall be responsible to Carrier for an amount equal to all damages incurred with respect thereto plus an additional ten percent (10%).

O. Carrier shall be liable only for loss/damage occurring to the goods themselves to the extent and as set forth elsewhere in this tariff, and Shipper agrees to be solely responsible for, and to indemnify and hold harmless (including legal fees and costs) Carrier of and from, any and all other loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to such goods and/or the transportation thereof, including without limitation any loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to Shipper's failure to comply with the requirements and responsibilities allocated to it pursuant to this tariff and/or HazMat laws. The foregoing allocation of responsibility and agreement to indemnify includes, but is not limited to, property damage, bodily injury, illness and/or death, as well as all pollution/environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal and restoration.

P. Carrier shall not be liable under any circumstances for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or entity.