

PROVISIONS HEREIN WILL NOT RESULT IN AN EFFECT ON
QUALITY OF THE HUMAN ENVIRONMENT

Hawaiian Ocean Transport, Inc.

Renton, Washington

FF - 4856

FREIGHT FORWARDER TARIFF HOTI #100

NAMING RULES AND REGULATIONS

APPLYING ON

FREIGHT COMMODITIES AND TRANSPORTATION HANDLING

AS DESCRIBED HEREIN

TO – FROM AND BETWEEN POINTS IN HAWAII

Issued: December 01, 2003

Effective: January 01, 2004

Issued by: Joe Franza, Jr., Director of Pricing and Yield Management, Hawaiian Ocean Transport, Inc.
7400 45th Street CT. E. Fife, WA 98424

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Check off Sheet
 Tariff Pages and Supplements

All the pages in this Tariff are listed consecutively by number and revision number. The pages of the Tariff and supplements to the Tariff listed on this page bear issued dates which are the same as, or prior to, the issued date of this page.

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1	1 st Revised		
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16a	Original		
17	Original		
18	Original		
19	Original		
20	1 st Revised		
20a	1 st Revised		
21	Original		
22	Original		
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RULES AND REGULATIONS

GOVERNING PUBLICATIONS

ITEM 100

This tariff is governed, except as otherwise provided herein, by the following described publications and by supplements thereto and subsequent issues thereof:

- (1) National Motor Freight Classification STB NMF #100 and successive issues thereof.
- (2) Mileage Guide #100

INADVERTENCE CLAUSE

ITEM 101

Unless Shipper declares on the shipping bill of lading at time of shipment, and pays for valuation in excess of Released Valuations at \$0.10 per pound on named commodities, and/or \$7.50 per pound on commodities not named, the Released Valuation will automatically apply to rates offered, unless otherwise stated on such Contract or Spot Quote.

OPERATING AUTHORITY

ITEM 102

The Charges, Rates, Rules and other provisions of this tariff are limited in their application on interstate and foreign commerce to the extent as authorized by the Surface Transportation Board and its successors as has and may be designated by government authority.

Carrier operating authorities will be made available upon request.

PARTICIPATING CARRIERS

ITEM 103

American Fast Freight, Inc. MC207555
American Fast Freight, Inc. FF1443
Hawaiian Ocean Transport, Inc. MC277281
Transconex, Inc. MC199451
Transconex, Inc. FF434

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RULES AND REGULATIONS

ITEM 104

CARRIER FREIGHT PAYMENT LIEN

Carrier will have full right of Carrier lien against cargo for payment of freight charges. In the event credit has been established between Carrier, Receiver, Shipper and/or Third Party involved the Carrier will have full right of carrier lien against cargo for delinquent past due freight charges.

ITEM 105

COLLECTION OF CHARGES

Shipper, as original contracting party, and consignee, by acceptance of the goods, become and remain severally liable for the freight and related charges until fully paid notwithstanding any extension of credit by Carrier and delivery of goods at destination prior to collection of freight and related charges and notwithstanding bill of lading notations as to amount prepaid by Shipper, or collect from Consignee.

ITEM 106

CRATING AND PACKAGING

Freight received by Carrier must meet minimum packaging requirements as specified in NMFC 100 A and successive issues thereto. If packaging requirements are not met, and this is apparent from viewing of the outside of packaged freight, Carrier will notify Shipper and/or Receiver to obtain written instructions for handling before transporting such shipments.

Carrier reserves the right to refuse improperly packaged freight, however, Carrier may offer to 1) Have freight returned to Shipper, 2) Have freight packaged by a commercial crating and packaging service provider, 3) Have freight packaged by Carrier, or 4) Have freight transported as Shipper's Risk when directed to do so after notice to Owner, Shipper or Receiver directing continued transportation.

Charges for handling packaging requirements are to be determined based on instructions to Carrier from the: Shipper, Receiver and/or their designated agent. Handling instructions and charge as determined are to be stated in written instructions to Carrier describing charge and handling requested by: Shipper, Receiver and/or their designated agent.

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ITEM 107

FRAGILE GOODS = Freight considered requiring special handling due to their fragile nature:

Decorations Group as described in NMFC.

Drawing Instruments, Optical Goods, or Scientific Instruments as described in NMFC.

China Group as described in NMFC.

Glass and Glassware Group as described in NMFC.

Lamps or Lighting Groups described in NMFC, when made of Glass.

Mirrors.

Items requiring Do Not Tilt handling.

Items described as fragile by the Shipper.

Items described as fragile on shipping containers.

ITEM 108

HAZARDOUS MATERIALS

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the Carrier, and/or in packaging or containers which do not comply with federal law or applicable tariffs, shall be liable for and indemnify the Carrier against all loss or damage caused by such goods; and/or, any fines or penalties or consequential damages resulting from the carriage of such undisclosed goods. Such goods may be warehoused at owner's risk and expense, sold under bill of lading terms and conditions or destroyed without compensation.

ITEM 109

IMPRACTICAL OPERATING CONDITIONS

Nothing in this tariff shall be construed as making it binding on Carrier to pick up or deliver freight, or drop off Carrier or third party owned equipment, at locations from and to which it is impractical to operate trucks or tractors. If in the judgment of the Carrier's driver, dispatcher, or authorized employee, the conditions of highways, streets, alleys, loading or unloading facilities, riots, strikes, or other acts of nature that could result in the unsafe transportation of person, freight and (or) truck equipment, Carrier may elect to suspend service temporarily until suitable alternatives may be found.

When Carrier experiences impractical operating circumstances en-route to either a loading or unloading location, Carrier will make reasonable attempts to notify the loading or unloading location and will make reasonable attempt to conclude the services requested.

When Carrier is unable to travel the most direct route due to road closures, weight or height restrictions, mileage used in determining the applicable rates shall be computed on the basis of the shortest available practical route.

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RULES AND REGULATIONS

ITEM 110

IMPROPERLY DESCRIBED SHIPMENTS

All shipments are subject to inspection by Carrier and/or all connecting Carriers. Any improperly described goods being shipped will be subject to any fine or penalty assessed by connecting carriers or governmental unit. Improperly described goods will also be re-rated according to the proper shipping description.

ITEM 111

IMPROPER LOAD WEIGHT DISTRIBUTION

All fines and expense, incurred by Carrier for shipments tendered to Carrier under the provisions of this tariff that do not meet the legal requirements for lawful weight distribution, height restrictions, and load securement(s) as required by the U.S. Department of Transportation, and/or State, Municipal or other governing Departments of Transportation, regulating the transportation of motor carriers, in the area of services being provided, will be charged to the Shipper, Receiver or their designated agent responsible for arranging the transportation. Such charges include all costs associated with adjustments in load weight distribution, height, or load securement as may be required by Carrier to lawfully complete transportation service according to provisions set forth in this tariff.

ITEM 112

LOSS AND DAMAGE CLAIM HANDLING:

FILING CLAIMS

- (a) Claims in writing are required. A claim for loss, damage and/or injury shall not be voluntarily paid by freight forwarder unless filed in writing with Hawaiian Ocean Transport, Inc. and as provided in subparagraph (b) below. Or claims may be filed direct with the receiving or delivering carrier or carrier issuing the bill of lading, receipt, ticket, or carrier on whose line, loss, damage, or injury, occurred, within the specified time limits applicable thereto.
- (b) Minimum filing requirements. A communication in writing from claimant, filed with a proper carrier within the time limits specified in the bill of lading contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage or injury and (iii) making a claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

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RULES AND REGULATIONS

ITEM 112
Continued

FILING CLAIMS

- (c) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less", the carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall 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 has been filed in accordance with the provisions of subparagraph (b) above.
- (d) Other claims. If investigation of claim determines that one or more other carriers have been presented with a similar claim on the same shipment, the Carrier investigating such claim shall communicate with each such other Carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall require all claimants to verify right of title to the property involved or his right with respect to such claim.

ACKNOWLEDGMENT OF CLAIMS

ITEM 112
continued

Each Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days of receipt by the Carrier unless the Carrier shall have paid or declined such claim in writing within thirty (30) days of the receipt thereof. The Carrier shall indicate in its acknowledgment to the claimant what, if any additional documentary evidence or other preliminary examination of the claim, as filed, may be revealed.

The Carrier shall, at the time each claim is received, create a separate file and assign thereto successive claim file numbers and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, the Carrier shall cause the date of receipt to be recorded on the face of the claim document and the date of receipt shall also appear in the Carrier written acknowledgment of the receipt to the claimant.

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RULES AND REGULATIONS

INVESTIGATION OF CLAIMS

ITEM 112

continued

- (a) Prompt investigation is required. Each claim filed against a Carrier in the manner prescribed shall be promptly and thoroughly investigated if not already done prior to receipt of the claim.
- (b) Supporting documents. When a necessary part of an investigation, each claim shall be supported by an original bill of lading, evidence freight charges are paid, and either the original vendor invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from, 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 of depreciation reflected thereon; provided, however, that where the property involved in a 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 involved has been transferred at book-keeping values only, the Carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved and to certify the correctness thereof in writing.
- (c) Verification of Loss. A prerequisite to the voluntary payment by a Carrier of a claim for the loss of an entire package or an entire shipment shall be the Carrier obtaining 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.

DISPOSITION OF CLAIMS

ITEM 112

continued

Each Carrier, subject to Interstate Commerce Claims, that receives a written claim for loss, damage, or injury to property transported, shall pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after the receipt of the claim by the Carrier. However, if the claim cannot be processed and disposed within 120 days after receipt thereof, that carrier shall at the 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. The Carrier shall retain a copy of such advise to the claimant in its claim file.

ARBITRATION FOR DENIED CLAIMS

ITEM 112

continued

Rule 1. DEFINITIONS – For the purpose of these Rules, the terms set forth below shall have the following meanings:

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RULES AND REGULATIONS

ITEM 112

continued

- (a) "Carrier"--American Fast Freight, Inc.
- (b) "Claimant"--Any person, firm or corporation which is a party to a contract of carriage or has a right to sue thereon, and has filed a claim.
- (c) "Claim"--A claim for loss, damage, delay or injury to property transported on a contract of carriage and subject to the terms and conditions of Carrier's bill of lading and tariffs.
- (d) "Denied Claim" --A claim in which carrier has declined to pay in whole or in part.

Rule 2. SUBMISSION TO ARBITRATION – Submission of a claim to arbitration is mandatory and is the claimant's sole remedy for resolving disputes relating to a Denied Claim relating to loss or damage to cargo moving under Carrier's bills of lading.

Rule 3. WHEN TO INITIATE ARBITRATION – When it becomes apparent that the Claimant and the Carrier are unable to reach a mutually acceptable agreement concerning the settlement of any Denied Claim, and not more than 2 years and 1 day after the Carrier denies in writing all or part of a claim, arbitration may be initiated.

Rule 4. HOW TO INITIATE ARBITRATION – The Claimant shall initiate arbitration by executing a copy of the Demand for Arbitration form (Exhibit A, attached hereto) and filing a copy, together with a copy of these rules, with the selected Arbitration service and the Carrier. Claimant has the right to choose from one of these two arbitration firms:

Transportation ADR Council, Inc.
Contact: Joe Rebman
Rebman, Linhares & Beachem, PC
8000 Maryland Ave., Ste. 1060
St. Louis, MO 63105-3762
Phone: (314) 725-1118
Fax: (314) 725-1026
E-mail: joe@rlblaw.net

Transportation Arbitration Board
Contact: Steve Hatch, Administrator
530 South Lucerne Dr.
Salem, UT 84053
Phone: (801) 422-7014
Fax: (801) 422-0608
mail: steve_hatch@byu.edu

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RULES AND REGULATIONS

Rule 5. ADMINISTRATOR—Both parties will sign any Agreement to Arbitrate required by the Arbitration Service selected by the Claimant, and will appoint the Selected Arbitration Service as administrator of the arbitration. The authority and duties of the administrator, shall govern the arbitration.

Rule 6. PAYMENT OF FEES— The parties shall each pay one-half of the filing fees and shall share equally in the ongoing arbitration fees and costs. Payment of invoiced fees will be made promptly. Neither party will be responsible for the other party's filing fees or invoiced fees or costs until an arbitration decisions is rendered. Upon a decision, the arbitrator will include in the award a requirement that the prevailing party be reimbursed for all arbitration fees and costs of the arbitration.

Rule 7. DISPUTE TO BE ADJUDICATED BY ONE ARBITRATOR – The dispute shall be considered and adjudicated by a single arbitrator. Should the initial Arbitrator appointed by the selected Arbitration service not be able to continue, the selected Service shall appoint a new arbitrator.

Rule 8. JURISDICTION OF THE ARBITRATOR –

(a) The arbitrator shall determine with finality the merits of the controversy and the decision shall be governed by the applicable usages and practices of the industry and applicable law and within the scope of the Agreement to Arbitrate of the parties, as well as these Rules.

(b) The arbitrator may request the parties, to supply any additional facts or materials which, in the opinion of the arbitrator, will be helpful in determining the case.

(c) The award of the arbitrator shall assess arbitration fees and expenses as outlined in Rule 6, and any other administrative fees and expenses of the arbitration.

Rule 9. INTERPRETATION AND APPLICATION OF RULES – The arbitrator shall interpret and apply these Rules insofar as they relate to the powers and duties of the arbitrator.

Rule 10. ARBITRATION HEARINGS – Arbitration under these rules is conducted on documents only. No right to oral hearing is provided.

Rule 11. SUBMISSION BY PARTIES OF RELEVANT DOCUMENTS AND ARGUMENT–

a) Filing the Initial Case-In-Chief: the arbitrator will set a simultaneous filing date for the parties to submit documents and argument directly to the arbitrator and no copies to be filed with the other party. The arbitrator will then simultaneously provide copies to the opposing party.

(b) Simultaneous reply: The arbitrator will set a simultaneous filing date for each party to file a reply addressing the opposing party's case-in-chief documents and argument. The replies will be filed directly with the arbitrator and no copies to opposing parties. The arbitrator will simultaneously provide each party with the opposing party's reply. At this point, the arbitration is closed and ready for the arbitrator to render an award.

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RULES AND REGULATIONS

Rule 12. TIME OF AWARD – The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than thirty days after the proceeding is closed.

Rule 13. NOTIFICATION OF AWARDS – The arbitrator shall promptly transmit a written copy of the award to the parties containing an award of costs as set forth in Rule 6.

Coincidentally with transmission of the copy of the award, the arbitrator shall also return to the respective parties all documents filed by the parties for arbitration of the dispute.

Rule 14. WITHDRAWAL AND SETTLEMENT OF CLAIM – The parties may settle the claim by mutual agreement at any time prior to the rendering of an award by the arbitrator. In the event of such a settlement, the carrier shall file a copy of a written notice of such settlement with the office of selected Arbitrator. After arbitration has commenced, no claim may be withdrawn without permission of the arbitrator, except by mutual agreement of the parties.

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RULES AND REGULATIONS

PROCESSING OF SALVAGE

ITEM 112

End

Whenever material goods, or other property transported by a Carrier, subject to the provisions herein, is damaged or alleged to be damaged and is, as consequence thereof, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, the Carrier, after giving due notice whenever practicable, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The Carrier shall also 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 filed. Whenever a disposition of salvage material or goods shall be made directly to an agent or employee of the 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 shall fully reflect that 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 herein prescribed, the Carrier shall record in its claim file, the lot number assigned, the amount of any money recovered, from the disposition of such property, and the date of transmittal of such money to the person lawfully entitled to receive the same. Salvage proceed, through carrier salvage is to pay all, if any carrier freight charges owed, handling charges owed if any, and costs involved in handling of the salvage sale. Balance of money collected is to be remitted to the person lawfully entitled to receive the same.

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RULES AND REGULATIONS

ITEM 113

PAYMENT OF CHARGES

All freight charges issued according to the provisions of this tariff are payable in U.S. Currency. Except for household goods shipments and individual invoices for less than \$1,000, payment may not be made with bank credit cards without prior approval.

ITEM 114

REFUSED AND UNDELIVERABLE SHIPMENTS

(a) If the Consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the Carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or to the party, if any, designated to receive notice on this bill of lading. Storage charges, based on Carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the Carrier.

(b) If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of the sale will be applied to the Carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where Carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the Carrier may dispose of property to the best advantage of Carrier.

(d) Where a Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.

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RULES AND REGULATIONS

ITEM 115

SHIPPING BILL OF LADING

Hawaiian Ocean Transport, Inc., Terms and Conditions for transportation handling in bill of ladings issued by Hawaiian Ocean Transport, Inc., are subject to this tariff. Unless an individual written contract and/or spot quote is issued for transportation stating otherwise, all shipments received by Hawaiian Ocean Transport, Inc. are subject to this tariff.

RULES**UNIFORM BILL OF LADING TERMS AND CONDITIONS**

Sec. 1 (a) The carrier, defined to include freight forwarders, or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge, ferry, ship or barge or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession. In no case will Carrier be liable for special or consequential damages.

Sec. 2 Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3 (a) As a condition precedent to recovery, claims must be filed in writing with: freight forwarder or any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export); except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Arbitration for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

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RULES AND REGULATIONS

ITEM 115

Continued

Sec. 3 (d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4 (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of the sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

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RULES AND REGULATIONS

ITEM 115
continued

Sec. 5 (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6 Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense, sold or destroyed without compensation.

Sec. 7 (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by the signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on the bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

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RULES AND REGULATIONS

ITEM 115

End

Sec. 9 (a) Unless previously agreed in writing and supported by freight value declaration submitted by the Shipper, the Carrier's liability shall be limited to the lesser of: (1) the Shipper's invoice value of the goods plus transportation charges paid; (2) \$7.50 per pound of the weight of any goods lost or damaged portion of the goods; or (3) unless otherwise stated applicable released valuation per Carrier Tariff, up to a maximum of \$250,000 per consolidated FEU forty-foot equivalent unit container. In no event shall carrier's liability exceed the goods' invoice value plus transportation paid.

(b) Carrier offers shipper freight rates which impose on Carrier full and limited liability for lost or damaged cargo. Carrier shall supply and make available to Shipper full cargo liability freight rates on Shipper's request. Shipper acknowledges the availability of carrier full liability. In the absence of Shipper's request for full liability service, Shipper acknowledges that it waives carrier's full liability for lost, or damaged cargo, and agrees to the terms stated in (a) above.

(c) Carrier offers Shipper all risk cargo insurance from third-party insurers on request to the extent Shipper qualifies for such insurance per terms provided by the third party insurers.

Sec. 10 (a) Subject to the overall limitation of liability set forth in Section 9(a), if any of Shipper's cargo is transported by water carrier, such transportation is provided subject to the water carrier terms, provisions, limitations of liability and pertinent laws applicable to water carriers. The Shipper shall save harmless and keep Carrier indemnified from and against any claims of a General Average nature which may be made to the Carrier. Where potential liability for General Average arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier, or to any other party designated by the Carrier, in a form acceptable to the Carrier, in the amount of the general average claim.

(b) The Shipper warrants and guarantees that all information provided by Shipper to Carrier regarding the goods is accurate and correct. Shipper shall hold Carrier harmless for all claims by U.S. Customs and Boarder Patrol authorities (duties, levies, taxes, fines etc.) against the Carrier in connection with Shipper's goods. Where potential civil liability for any violation of U.S. or foreign security and/or antiterrorism statutes or regulations arises in connection with Shipper's goods, Shipper shall promptly provide a bond or other security to the Carrier or to any other party designated by the Carrier in a form acceptable to the Carrier.

NOTE: Sections 1 a & b, 3 a, 6, 9 a, b & c and 10 a & b contain exceptions to NMFC Uniform Bill of Lading Terms and Conditions. Hawaiian Ocean Transport, Inc. is a participant in the NMFC

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RULES AND REGULATIONS

ITEM 116

THIS ITEM RESERVED – Intentionally blank

ITEM 117

VALUATIONS: RELEASED LIABILITY GENERAL COMMODITIES NOT NAMED

Cargos accepted for transportation by Carrier are subject to Released Valuation, not exceeding \$7.50 per pound. Additional valuation may be obtained by Shipper declaring such value, not to exceed Shipper's invoice value of cargos, and paying a declared valuation charge per \$100.00 of value stated.

As an option, Carrier will attempt to obtain for Shippers as Shippers' agent, an all risk insurance policy for any shipment or shipments they may desire to insure with such all risk insurance.

Alternatively, Shippers may obtain insurance through their own insurance provider or assume any excess valuation over \$7.50 per pound, gross per shipment liability as Shipper risk.

This rule applies to all cargo except commodities identified in Item 117b.

ITEM 117a

VALUATIONS: EXTRAORDINARY VALUE

Cargo with value in excess of \$25.00 per pound, gross per shipment is to be considered Extraordinary Valuation for the purpose of freight transportation subject to rates, rules and regulations of this tariff.

Carrier shall not be liable for shipments of cash, gold, antiques, and/or articles with a value in excess of \$25.00 per pound, gross per shipment. Carrier must be notified in advance of any shipment tendered to carrier that is considered Extraordinary Valuation.

Alternatively, Carrier does offer to obtain for Shippers as Shipper's agent, an all risk insurance policy for any shipment or shipments they may desire, All-risk insurance is subject to policy limitations. Or, Shippers may obtain their own insurance coverage if desired.

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RULES AND REGULATIONS

ITEM 117b

Named Commodity Released Valuations

Named Commodity Cargos accepted for transportation by Carrier are subject to Released Valuation, not exceeding \$0.10 per pound. Additional valuation may be obtained by Shipper declaring such value, not to exceed Shipper's invoice value of cargos, and paying a declared valuation charge per \$100.00 of value stated.

Alternatively, Carrier does offer to obtain for Shippers as Shipper's agent, an all risk insurance policy for any shipment or shipments they may desire all risk insurance for when available through outside insurers. Or, Shippers may obtain insurance through their own insurance provider or assume excess valuation over \$0.10 per pound, gross per shipment liability as Shipper risk.

Named Commodities:

FRAGILE GOODS. As named in item 107 of this tariff.

MACHINERY GROUP, As named in NMFC, when in used condition, rebuilt, refurbished, reworked, and/or repaired prior to shipment.

STONE BLOCKS, PIECES OR SLABS, Namely, granite, marble, limestone, coquina used for building materials, to include countertops, decorations or furniture.

House Hold Goods (HHG)**Personal Effects**

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RULES AND REGULATIONS
LINEHAUL TRANSPORTATION

ITEM 200

APPLICATION OF RATES

- (a) Rates and charges apply when a quantity of freight is tendered for transportation by one shipper, at one point, or from places within a single plant, in one day, on one Bill of Lading or written shipping order, for delivery to one consignee at one destination.
- (b) Except as provided in individual quotes rates include only one pick up within the city limits of the point of origin and only one delivery within the city limits of the point of destination. Such pick up and delivery service will be made only from or to places directly accessible to Carrier's vehicle. Rates do not include loading and (or) unloading from Carrier's vehicle.
- (c) Contract and/or Spot Quote Rates are available on request for Hawaii points.
- (d) Rates and rules apply to, from, and between points in Hawaii and other USA points and/or possessions.

ITEM 201

CLASSIFICATION AND COMMODITY RATES

Classifications are determined by National Motor Freight Classification 100 and successive issues thereof. Classification and Commodity rates for ongoing Contract and/or Spot Quote are available through Hawaiian Ocean Transport, Rate Department at web site www.hawaiianocean.com, or by calling them direct. Classification and Commodity rates are subject to this tariff Rules and Regulations unless otherwise stated in the individual contract.

ITEM 202

MIXED SHIPMENTS

Unless otherwise specified in the individual items, when an item of this tariff provides for the application of a rate to more than one commodity or article, the rate provided will apply to all commodities or articles so named in either straight or mixed shipments.

ITEM 203

WEIGHT PER CUBIC FOOT

Shipments with a density equal to or exceeding forty five (45) pounds per cubic foot will be assessed on the basis of one (1) cubic foot per forty five (45) pounds.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 300

APPLICATION OF ACCESSORIAL CHARGES, FEES, RATES

- (a) Charges, Fees and Rates applicable to listed items 301 through 321, Accessorial handling services are available at time of rate quote for transportation services requested.
- (b) Accessorial handling services not listed in items 301 through 321 that may be requested by shippers, receivers, and/or shippers agents will be accommodated whenever possible, and must be stated in writing on rate quote to be binding on Carrier.

ITEM 301

CARRIER ADVANCED CHARGES

Carrier advanced charges, are collected in addition to and separately from Hawaiian Ocean Transport, Inc. freight charges. Carrier advanced charges are for other carrier services rendered prior to receipt of shipment by Hawaiian Ocean Transport, Inc., and collection of the advanced charge is remitted to carrier making such advance. Subject to item 300.

ITEM 302

DETENTION

Except as otherwise provided, rates in this tariff include one (1) hour free time for pick up and one (1) hour free time for delivery of a trailer, semi-trailer, container or chassis. For every one half (1/2) hour beyond (1) hour, charges per one half (1/2) hour will be accrued and owed to carrier by the Shipper or Receiver or by their designated agent.

Computation of free time is determined separately for loading and unloading. Time commences at the time Carrier arrives at Shippers premises for loading and terminates upon departure from Shippers premises immediately after loading, and time commences again when Carrier arrives at Consignee's premises for unloading and terminates immediately after unloading and completion of all respective documentation pertaining to shipment as may be required by Carrier, Shipper and/or Consignee. Charges incurred are in addition to all other charges. Subject to item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 303

DIVERSION OR RE-CONSIGNMENT

Shipments transported under rules and regulations prescribed in this tariff may be diverted or re-consigned, subject to the following rules, regulations and charges:

- (1) The term "diversion" or "re-consignment" means:
 - (a) A change in the name of the consignor or consignee
 - (b) A change in the destination.
 - (c) Any other instructions given by consignor, consignee, or owner necessary to effect delivery and requiring an addition to, or change in billing or additional movement of the motor vehicle or both
- (2) A request for diversion or re-consignment must be made and confirmed in writing. The original bill of lading must be surrendered or proof of ownership established by other means.
- (3) When an order under these rules is received by this Carrier, diligent effort will be made to locate the shipment and effect the change desired while in the Carrier's possession, but such Carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error, negligence of Carriers employees, or authorized agents.
- (4) A charge will be made for each diverted or re-consigned freight shipment under these rules, in addition to all other additional freight and handling charges for beyond movement.
- (5) The freight charges to be applied on shipments accorded diversion or re-consignment privileges under these rules, will be based on the rate in effect on the date of movement, from point of origin to final destination, subject to the following additional provisions:
- (6) If the distance from point of origin to final destination via the re-consignment point (or points), exceeds the distance from point of origin to final destination via the shortest route as determined by Household Goods Carrier's Bureau, Agent, Mileage Guide No. 14, ICC HGB 100-A and succeeding issues thereof, a charge per mile for excess miles shall be assessed in addition to all other applicable charges. Subject to item 300.

ITEM 304

EXTRA LABOR-LOADING AND UNLOADING

Carrier's driver may assist loading and/or unloading by request of the Shipper, Consignee, or their respective agent, at the premises of the shipper and/or consignee. Such service will be provided according to tariff charge, commencing immediately upon arrival to the premises of the Shipper or Consignee per 0 to 1 hour and every one half 1/2 hour beyond 1 hour (or any part thereof). Charges due Carrier are in addition to all other charges. Subject to item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 305

FLAT BED TRAILERS

It will be the responsibility of the Shipper or Receiver of freight to meet any railroad or water carrier specifications on shipments which require flat bed equipment.

Flat bed trailers that are found to be improperly loaded may be re-worked to correct load condition by Shipper at point of origin. If the load is highway safe but not meeting interline required handling, it may be returned to Carrier terminal for correcting load condition at a charge. Subject to item 300.

ITEM 306

FUEL SURCHARGES

All shipments are subject to a fuel surcharge which will be shown as a separate entry on Carriers freight bill. Subject to item 300

ITEM 306a

GOVERNMENT TAXES

Government imposed fees or taxes will be passed through and charged to all freight shipments at the same rate as charged to Hawaiian Ocean Transport, Inc. Subject to item 300.

ITEM 307

HAZARDOUS MATERIALS

Hazardous materials are subject to federal marking and labeling and descriptions. Each hazardous class will be treated independently for handling purpose. Fees are assessed in addition to freight rates, for hazardous materials handling by carriers involved in intermodal transportation and will be assessed against shipper accordingly. Subject to items 108, 110, and 300.

ITEM 308

INSIDE DELIVERY

Inside delivery includes delivery to a space within 20 feet of entry door. It does not include sorting and segregating of goods being delivered. Subject to item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 309

MERCHANDISE COD

Merchandise COD collections must be by Cash, Certified Check, or if acceptable to shipper and stated in writing, by personal check. Subject to item 300.

ITEM 309a

PURCHASE INSTRUMENT SERVICE

Upon request, and at shipper's sole risk, Carrier will receive from a consignee and transmit to shipper any consignee-tendered merchandise payment instrument. This is a document transmission service only. As distinguished from COD service, Carrier will not be responsible for the negotiability of consignee-tendered instruments. Carrier's liability for this service is limited exclusively to the amount of the fee charged for this service. Subject to Item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 310

MILITARY PICKUP and/or DELIVERY

Military pickup and/or delivery must be arranged for in advance of pickup and/or delivery scheduling. Subject to item 300.

ITEM 311

RESIDENTIAL PICK UP and/or DELIVERY SERVICE

Residential pick up and/or delivery service must be arranged for in advance of pick up and/or delivery scheduling. It will include pick up and/or delivery to the room nearest the entry door on the ground level, unless otherwise arranged. Subject to item 300.

ITEM 312

SMALL PACKAGE COURIER SERVICE RECEIVING

Small package delivered to Carrier for consolidation and/or handling is available for beyond transportation handling. Subject to item 300.

ITEM 313

SPECIAL PERMITTING

Any expense incurred by Carrier for temporary permits as may be required by individual Municipalities, and/or States to meet any such licensing requirements for the transport of third party owned equipment in any particular Municipality or State, will be charged to Shipper, Receiver or their respective agent arranging for transportation service. Carrier will make reasonable attempts to notify Shipper, Receiver or their respective agent in advance of Carrier incurring such expense.
Subject to item 300.

ITEM 314

STANDBY TIME

Time in addition to normal free time allowed for pickup and/or delivery service.
Subject to item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 315

STOPS IN TRANSIT

A shipment may be stopped in transit for partial loading and/or unloading subject to the following:

- (1) The names of places and/or addresses at which vehicles are to be stopped for partial loading and/or unloading, shall be shown on the bill of lading or shipping order or on a separate document provided to Carrier. Such supplementary shipping instructions shall be issued with and be considered as part of the shipping documentation. A charge for each additional stop for partial loading or unloading shall be charged and will apply to each stop made intermediate and independent of an origin pick up or final destination. The charge for a stop in transit is in addition to all other applicable charges.
- (2) Carrier will allow up to a 10 percent variation in mileage from the shortest route between point of origin to final destination for round trip mileage of each stop in transit. Beyond 10 percent variation, additional mileage will be charged on a cents per mile bases. For determining of mileage out of route variations, Household Goods Carrier's Bureau, Agent, Mileage Guide No. 14 and succeeding update revisions thereof will be used.
- (3) The substitution of other property for that originally loaded, or the exchange of contents of the shipment in any manner is prohibited, when stopping in transit for partial loading and/or unloading is not permitted. Unloading will be permitted only at points beyond that at which the last stop of partial loading is made. Further loading of a shipment will be prohibited after shipment has reached its first point of partial unload.
- (4) During a stop in transit, 30 minutes of free time are allowed for loading or unloading at each stop. Any time in excess of the free time is charged on a per one half (1/2) hour bases, or any part thereof. If the driver is required to assist in the loading or unloading, there is no allowance for free time. A charge will be assessed in accordance with Item 301, (Extra Labor - Loading and Unloading). Such charges are in addition to all other freight charges. Subject to item 300.

ITEM 316

STORAGE

Carrier storage service begins: 1) Upon request of shipper, receiver, or shipper's agent, or 2) Upon 48 hours after notice of arrival and/or attempted delivery has been made. Subject to item 300.

ITEM 317

TARPING

Where tarping is required for protection of the shipment, an additional one time charge shall be assessed per shipment per trailer. If the Carrier arranged for the tarp to be retrieved from a third party location, within the pickup or delivery zone location a pick up fee will be charged.
Subject to item 300.

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RULES AND REGULATIONS
ACCESSORIAL TRANSPORTATION HANDLING

ITEM 318

TEMPERATURE CONTROL

Carrier can and will provide temperature control services upon request. Services offered include Keep From Freezing (KFF), Chill, and Freeze. Subject to item 300.

ITEM 319

TRAILER RE-SPOT

Trailer re-spot at customer facility can be accomplished on request. Subject to item 300.

ITEM 320

TRUCK, TRAILER USAGE

Truck and/or Trailer use in connection with transportation service is available. Subject to item 300.

ITEM 321

WEIGHT TICKETS

If Carrier is requested to weigh a trailer, all expenses incurred by Carrier to fulfill Shipper's or Receiver's request will be charged to the Shipper or Receiver directing the weight ticket service. Carrier will present documentation (scale ticket, receipt) to the Shipper or Receiver with corresponding freight invoice. Charges for weight ticket services will be in addition to all other freight charges. Subject to item 300.

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RULES AND REGULATIONS

ITEM 400

ABBREVIATIONS AND DEFINITIONS

#	Number When Preceding Number
#	Pounds When following Number
ARB	Arbitrary
Ave.	Avenue
CFQ	Call for Quote
COD	Collect on Delivery
CWT	One hundred, weight
Destn	Destination
Etc.	Etcetera
Fed-X	Federal Express
FEU	Foot Equivalent Unit
FF	Freight Forwarder
HGB	Household Goods Bureau
HI	Hawaii
HOTI	Standard Carrier Alpha Code (SCAC)
Inc.	Incorporated
KFF	Keep From Freezing
LTL	Less than Truckload
NMFC	National Motor Freight Classification
MAX	Maximum
Mgr.	Manager
MC	Motor Carrier
RPS	Roadway Package Service
Receiver	Consignee
Shipper	Consignor
So.	South
Spot Quote	One time quote
STB	Surface Transportation Board
TL	Truckload
UPS	United Parcel Service
USC	United States Code
U. S.	United States
USA	United States of America
WA	Washington

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