

## REFRIGERATED OR CONTROLLED TEMPERATURE CARGO

1. CARGO CARRIED UNDER REFRIGERATION OR CONTROLLED TEMPERATURE SHALL BE RATED AS REFRIGERATED CARGO AT RATES, RULES AND CONDITIONS SPECIFIED IN THIS TARIFF SUBJECT TO THE FOLLOWING RULES AND REGULATIONS.

A. REFRIGERATED CARGO WILL BE SUBJECT TO SPECIAL BOOKING ARRANGEMENTS WITH THE CARRIER.

B. BILL OF LADING COVERING FROZEN OR REFRIGERATED COMMODITIES WILL BE NOTED BY SHIPPER AND SHIPMENTS ARE SUBJECT TO THE FOLLOWING:

1. CARRIER WILL NOT BE RESPONSIBLE FOR CONTAMINATION RESULTING FROM STOWAGE BY SHIPPER OF DIFFERENT COMMODITIES IN SAME TRAILER.

2. CARRIER WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OR APPLICABILITY OF REFRIGERATING INSTRUCTIONS GIVEN BY SHIPPER OR CONNECTING CARRIERS.

3. CARRIERS WILL NOT ACCEPT RESPONSIBILITY FOR ANY CONDITIONS ARISING PRIOR OR SUBSEQUENT TO ITS MOVEMENT OF REFRIGERATED COMMODITIES.

4. CARRIER WILL NOT ACCEPT CARGO TO BE CARRIED AT FREEZE TEMPERATURE UNLESS CARGO HAS BEEN PRE-FROZE PRIOR TO LOADING INTO TRAILER.

C. CARRIERS MAY REFUSE TO ACCEPT ANY SHIPMENT TENDERED WHEN PULP TEMPERATURE OF THE CARGO IS NOT WITHIN 5 DEGREES FARENHEIT OF THE TEMPERATURE SPECIFIED IN THE SHIPPING DOCUMENTS TO BE MAINTAINED DURING TRANSPORTATION. WHEN CARRIER DOES ACCEPT SUCH SHIPMENTS, IT SHALL BE AT THE CARGO OWNER'S RISK FOR ALL LOSS AND DAMAGE CAUSED BY SPOILAGE AND NOTATION OF SAME SHALL BE INSERTED IN THE BILL OF LADING.

D. THE CARRIER RESERVES THE RIGHT TO REQUEST THE CONSIGNEE TO TAKE DELIVERY OF REFRIGERATED EQUIPMENT IMMEDIATELY UPON DISCHARGE OF TRAILER (S) / CONTAINER (S) CARRIER WILL NOT BE RESPONSIBLE FOR CONDITION OF CARGO ON OUT TURN IF CONSIGNEE FAILS TO DO SO. CARRIER WILL NOT BE RESPONSIBLE FOR MAINTAINING TEMPERATURES AFTER TRAILER/CONTAINER IS OPENED.

E. AFTER A TRAILER/CONTAINER HAS BEEN DELIVERED TO CONSIGNEE, CARRIER WILL NOT ACCEPT LIABILITY FOR ANY DAMAGE TO THE IMPROPER FUNCTIONING OF THE REFRIGERATION UNIT IF TRAILER / CONTAINER IS NOT RETURN TO CARRIER'S TERMINAL WITHIN 24 HOURS AFTER DELIVERY IS EFFECTED ON FROZEN CARGOES AND 12 HOURS ON CHILL CARGOES. IN THE EVENT THAT THE TRAILER/CONTAINER IS RETURNED TO THE CARRIER IN AN INOPERATIVE CONDITION, CONSIGNEE WILL BEAR THE EXPENSE OF RETURNING THE UNIT TO AN OPERATING CONDITION.

F. WHERE UNDER THE TARIFF PROVISIONS SHIPPERS ARE REQUIRED, TO LOAD REFRIGERATED OR CONTROLLED TEMPERATURE CARGO IN CARRIER'S CONTAINERS, IT SHALL BE THE RESPONSIBILITY OF THE SHIPPER TO PROPERLY STOW CARGO IN THE CONTAINER TO INSURE PROPER AIR CIRCULATION AND TO ENABLE THE TEMPERATURE CONTROL UNIT TO MAINTAIN UNIFORM TEMPERATURE THROUGHOUT. WHERE CONTAINERS ARE NOT LOADED PROPERLY, LOSS AND DAMAGE RESULTING THEREFROM SHALL BE FOR THE ACCOUNT OF THE OWNER OF THE GOODS.

G. WHEN SHIPPER OR CONSIGNEE REMOVES REFRIGERATED CONTAINERS FROM THE TERMINAL OF THE CARRIER FOR LOADING OR UNLOADING, THE CARRIER SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE, REPAIR, OR OPERATION OF THE REFRIGERATOR CONTAINERS OR THE MECHANICAL REFRIGERATION-TEMPERATURE CONTROL UNITS OF SUCH CONTAINERS BEYOND THE DAY SUCH CONTAINERS ARE REMOVED FROM CARRIER'S TERMINAL BY THE SHIPPER OR CONSIGNEE. THEREAFTER THE SHIPPER OR CONSIGNEE WILL BE RESPONSIBLE FOR ALL EXPENSE AND COSTS OF THE OPERATION OF THE REFRIGERATION CONTAINER AND THE MECHANICAL REFRIGERATOR-TEMPERATURE CONTROL UNIT THEREOF, AND FOR ALL LABOR EXPENSE TO EFFECT REPAIRS TO SUCH EQUIPMENT; HOWEVER, THE CARRIER WILL BE RESPONSIBLE FOR THE COST OF PARTS TO REFRIGERATOR UNITS WHEN OLD PARTS ARE RETURNED TO THE CARRIER.