

# KLTL® West Coast Express Tariff

**\*\*This tariff is subject to change without notice.**

## **THIS TARIFF CONTAINS INDEMNITY AND LIABILITY LIMITATIONS**

Effective Date: May 1, 2008

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### **Transloading**

This tariff is applied to West Coast Express (“WCE”) cargo which is transloaded, pursuant to arrangements made by KLTL®

Transloading includes tail-to-nose transfer of merchandise from a single ocean container into outbound equipment for domestic on-carriage and/or possible splitting of second ocean container content to increase outbound trailer cube utilization.

### **Commodities**

Applicable General Merchandise in cartons but **excluding** Reefer Cargo, Any Hazardous /Dangerous Cargo, Foods, Drugs, Liquor, Plants, Live Animals, House Hold Goods, Personal Effects, and Military.

KLTL® reserves the right to limit and/or deny WCE arrangements, if cargo or its packaging is not suitable for transloading operation.

### **Prohibited and Restricted Commodities**

In addition to above restriction, KLTL<sup>®</sup> will not make WCE arrangements for commodities which are prohibited by inland carriers; or because of the inherent nature or vices of the cargo such as excessive individual weight or extraordinary long lengths or size of individual pieces; the density of the cargo; its lack of stack-ability; its packaging (or inadequacy thereof); the odiferous nature of the goods or if the size/weight/packaging of the goods require extra labor or specialized machinery in order to transload the goods. Specialized cargo or that transported by flat-bed or low-boy trucks or by Flat Racks/Open Top containers, or any wet or damaged carton goods may be transloaded subject to additional charges. Any merchandise "Returns" or other goods not received in their original factory packaging at the warehouse will only be transloaded subject to additional charges.

### **Weight and Package Limitations**

All container contents must be packed in proper manner in conformity with the various carriers' requirements and meet legal weight limitations. No package should necessitate handling by special equipment.

Domestic transportation carrier will not transport cargo if its total weight exceeds US legal limit. In the event Cargo Interest declares wrong cargo weight, and re-work or other processing of the freight becomes necessary, Cargo Interest will assume full responsibility for these costs and any expenses of collecting them.

### **Transit Time**

KLTL<sup>®</sup> will encourage carriers to transport shipments within applicable scheduled times, but neither KLTL<sup>®</sup> nor carrier guarantees delivery by any particular date or time.

### **Customs Clearance**

Shipper is responsible to clear customs at ports of discharge. Late customs clearance caused by Shipper's or Broker's negligence will not be held against KLTL<sup>®</sup>.

### **Liability and Ocean B/L**

Under the West Coast Express program, “K” Line Ocean Bill of Lading is terminated at the port of discharge. The domestic move is governed by each participating carrier’s terms & conditions, which are available upon request from KLTL<sup>®</sup>. Neither “K” Line America or KLTL<sup>®</sup> accepts any liability or responsibility for any loss, damage or liability to third parties during the domestic movement.

KLTL<sup>®</sup> can and will, however, assist Shippers in the cargo claims process. KLTL<sup>®</sup>’s customer/Cargo Interest, at whose request KLTL<sup>®</sup> arranges the transloading and on-carriage, and any other actual Cargo Interest, by requesting the KLTL<sup>®</sup> WCE service each agrees to defend, indemnify and hold harmless “K” Line, ”K” Line America, and KLTL<sup>®</sup> for any liability, loss, or damage not caused by any indemnitee’s negligence. This indemnity extends to all legal fees and costs, including any such incurred to enforce this indemnity. KLTL<sup>®</sup> assumes no liability arising from failure to meet estimated delivery time.

**KLTL<sup>®</sup> highly recommend Cargo interests purchase Marine Insurance for all shipment(s) and liability coverage for cargo-related matters, such as vice of cargo or improper loading.**

### **Damage and Loss**

Damage/Loss found prior to Inland Domestic Move Arranged by KLTL<sup>®</sup>:

KLTL<sup>®</sup> will make every attempt to notify its Shipper immediately when damage, loss or other unexpected issues arise prior to the inland move. However KLTL<sup>®</sup> reserves the right to instruct the carrier(s) to proceed with the service or temporarily hold the shipment at any time and place designated by KLTL<sup>®</sup>.

The Shipper agrees for itself and any interest for which it may be acting to indemnify, defend and hold harmless KLTL<sup>®</sup>, (including legal fees and costs related to the indemnity and defense or enforcing the indemnity) from any loss, claim, charge, penalty, damage, settlement or judgment resulting from this decision.

### **Claim Procedure**

Cargo Interest must notify in writing the KLTL® office of any loss, damage or shortage immediately, but no later than 24 hours after occurrence.

If at all possible, devanning the trailer should cease immediately upon discovery of cargo damage or a shortage.

KLTL® may arrange an independent survey, although the cargo insurer may arrange a survey of their own. The KLTL® survey will be ordered by KLTL® counsel and is strictly for internal use only.

Please notify:

Amy Davis

“K” Line Total Logistics®, LLC

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e-mail: [kltl@us.kline.com](mailto:kltl@us.kline.com)

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### **Force Majeure**

If by reason of Act of God, including, but not limited to, floods, storms, earthquakes, hurricanes, tornadoes, Act of public enemy, war, blockade, insurrection, vandalism or sabotage; fire, accident, wreck, derailment, washout, or explosion; strike, lockout or labor dispute; embargoes; governmental laws, orders or regulations or other circumstances beyond the control of either party, there is interference with the performance of any carrier's service or with the services KLTL® agrees to perform, neither KLTL® or the carrier shall be responsible to Shipper for such failure to perform. KLTL® shall promptly notify Shipper of each such occurrence.

### **WCE Rates**

KLTL<sup>®</sup>, not service providers, quotes WCE rates to Shipper.

KLTL<sup>®</sup> WCE rates do not cover ocean freights or charges which Cargo Interest must pay ocean freights separately.

### **Origins of WCE Rates**

WCE quotations are applicable for full-container load shipments from designated marine terminal berths in Long Beach/Los Angeles and/or Seattle/Tacoma.

### **Destinations of WCE Rates**

Inland door delivery point in the 48 contiguous United States.

### **Additional Service Requirements and Charges**

If Cargo Interest requires additional service in addition to transloading, such as warehousing, cross-docking, sorting and segregating, palletizing or slip-sheeting, labeling, special data transmission, Bar Code scanning, RFID applications or LTL service or Parcel carrier service, Cargo Interest must notify KLTL<sup>®</sup> immediately.

KLTL<sup>®</sup> reserves the right to terminate and re-quote rates to Cargo Interest.

### **Equipment Free Time**

Cargo Interest has free time of 48 hours (business days). If Cargo Interest does not release equipment by the end of free time, KLTL<sup>®</sup> reserves the right to charge Per Diem.

48 hours free time (Business Days)

3 days - \$25

4 - 10 days - \$50 per day

10 days + - \$ 100 per day

(Subject to change without notice)

### **Equipment Use Restrictions**

Cargo Interest shall return equipment undamaged and free of debris, lading, blocking, bracing, strapping, paper, unnecessary hazardous materials placards and contaminants, or shall pay KLTL<sup>®</sup> for the cost of their removal, repair, or replacement in case of total loss.

### **Customs Hold**

If Cargo Interest's ocean containers are held at terminals for U.S. customs inspection, KLTL<sup>®</sup> notifies Cargo Interest immediately. Cargo Interest is responsible for payment of customs hold-related charges.

### **KLTL<sup>®</sup> Invoice Payment**

Cargo Interest must pay invoice amount upon receipt of KLTL<sup>®</sup> invoice. Payment should be made in \$US and by companies in USA.

Cargo Interest must send written notification of dispute on all invoice amount or miscellaneous bills within fifteen (15) days of receipt of billing.

If Cargo Interest disputes charges, Cargo Interest shall pay the amount it deems correct and must provide back-up documentation along with the written notification of dispute within fifteen (15) days of receipt of billing.

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**Arrangements by “K” Line Total Logistics®, LLC (KLTL®), as Agent  
Limited Liability Notification  
KLTL® West Coast Express**

“K” Line Total Logistics® (KLTL®) arranges Transloading and on-carriage of your goods; KLTL® is not a warehouseman, rail carrier, motor carrier or forwarder. KLTL®, as your agent, is not liable for any loss of or damage to your shipments or any claims by third parties or vendors who participate in these activities.

Because KLTL® has no responsibility in connection with any part of this Transloading process, all cargo interests are advised that they should have a Marine Insurance policy in effect on all of their cargo, with coverage for their goods from origin point through to final destination, including any intermediate staging, transportation or warehousing.

It is the responsibility of the cargo interest to ensure that the articles 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. According to governing law, each service provider will have the required liability coverage, which includes limits to their liability which is binding on all cargo interests.

Examples of such limitations are set out in the KLTL® West Coast Express Tariff, but each participant has its own limitations as well as requirements (such as for loading) which are binding on all cargo interests, their agents, employees, contractors, sub-contractors and anyone else acting for cargo interests.

The KLTL® Transloading Bill of Lading is issued neither as an original Bill of Lading, nor a copy or duplicate, covering the property named within, and is intended solely for receipt, filing or record purposes. It specifies that the cargo is “Received from Ocean Carrier by

KLTL® as Transload Agent (not carrier) for Shipper/Consignee (ocean bill consignee), cargo (with exception by warehouse), for drayage to warehouse for Transloading and pick-up by long-haul trucker or Intermodal operator, to agreed destination, subject to all KLTL® terms, conditions and limitations and those of drayman, warehouse, and long-haul trucker or Intermodal operator, per their documentation, all as referenced in KLTL® West Coast Express Tariff No. 1 (incorporated herein by reference), including KLTL® non-liability for cargo loss or damage and Shipper/Consignee indemnity for third party claims.

Cargo Interest hereby certifies that he is familiar with and agrees to all the terms and conditions set out in the KLTL® West Coast Express Tariff No. 1 in said bill of lading and in any warehouse or carrier classification or tariff which governs the transportation of the shipment, and his use of KLTL® services constitutes agreement to the said terms and conditions by the Cargo Interest and his assigns (including but not limited to the indemnity obligation).

NOTE - Where the rate is dependent on value, cargo interests are required to state specifically in writing the agreed or declared value of the property. If Cargo Interest wishes to declare a value for liability beyond the applicable liability limitations, such must be declared before any arrangements can be made by KLTL®, in which case the rate quote will reflect such value.

#### **Limited Liabilities of Service Providers**

This tariff puts Cargo Interests on notice that service providers publish their terms and conditions and limited liability notifications, and it is the responsibility of all Cargo Interest to inform themselves as to these.

*Universal Warehouse Co, and ULS Express:*

<http://www.uwc-net.com/limitati.htm>

*Copies of the relevant provisions of the Applicable Tariff are obtainable upon request.*

Please contact:

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