

**SEASPAN COASTAL INTERMODAL COMPANY**

**TARIFF NO. 37**

This Tariff supersedes and cancels any and all previous tariffs of the Company, which may or may not have been published.

Tariff No. 37 Issued:	November 10, 2009
Tariff No. 37 Effective:	December 1, 2009

This Tariff shall apply to the transportation of vehicles, including unaccompanied automobiles, trucks, trailers, and semi-trailers, and other vehicles when on their own wheels, empty or loaded, between Delta, B.C. and Vancouver Island, B.C.

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## **SECTION 1**

### **General**

1. All the terms, provisions and conditions of the Marine Liability Act, S.C. 2001, c.6, and of the Rules comprising the schedule thereto, so far as applicable, govern the carriage of goods contained in this Tariff and the shipowners are to be entitled to the benefit of all privileges, rights and immunities contained in such Act and in the schedule thereto as if the same were herein specifically set out. If anything herein contained be inconsistent with the said provisions, it shall, to the extent of such inconsistency and no further, be null and void.
2. The Carrier may sail with or without pilots; tow and assist vessels and be towed; may call at any ports in any order, for any purpose; and may convey goods in lighters to and from the ship at the risk of the owner of the goods. In case the ship shall be prevented by any cause from commencing or from proceeding in the ordinary course of her voyage, the ship may transship the goods to their destination by any other ship.
3. In case the whole or any part of the goods specified herein be prevented by any cause from going in the ship, if any named herein, or be overcarried or landed at any intermediate port, the Carrier is only required to forward them by a preceding or succeeding vessel of its line, or by the first available vessel of any other line, and incurs no further liability. The statement in this Tariff as to the shipment of the goods shall not be conclusive against the Carrier, if such goods or part thereof are not so shipped, and notwithstanding that notice to the effect be not given.
4. Charges shall be deemed earned on shipment and shall not be repayable, ship or goods lost or not lost. Charges shall be paid in full on damaged or unsound goods.
5. The Carrier shall have a lien on and right of sale by public auction or otherwise, the goods for all charges and also for the expense of exercising any such lien. The Carrier shall be entitled to recover any deficiency from the shipper, consignee or owner.
6. Any charges contrary to the Carrier's tariffs are subject to correction. If on correction the charges are higher, the Carrier may collect the additional amount from the shipper or consignee.
7. In case the ship shall be prevented from reaching her destination, the Carrier may discharge the goods at any port, and such discharge shall be deemed to be final delivery under this contract, and all expenses thereby incurred shall be a lien on the goods and shall be paid by the owner.
8. The ship may commence discharging immediately on arrival without notice to the consignee, and discharge continuously, regardless of weather. Upon discharge, the responsibility of the Carrier shall cease, and the goods shall be at the risk of the consignee and may be stored by the Carrier at the expense and risk of the owner. When the goods are carried to a port or place where there is no wharfinger, warehouseman or other responsible person to receive the goods on behalf of the consignee, the consignee shall be on hand to receive the goods, and if not on hand, the Master may deliver the goods by depositing the same on any float, landing stage, wharf, or on the seashore, or on the bank of the river, or other usual place for delivering goods at the place of destination.

9. Neither the Carrier nor the ship shall be liable for any loss, damage or detention, which occurs whilst the goods are not in the actual custody of the Carrier. Goods destined to ports, places or docks other than the ship's port, place or dock of discharge, are to be forwarded at the expense and risk of the owner, and subject to all the conditions exacted by Carriers who complete the transit.
10. In the event of the vessel being prevented by ice, shallow water, weather, or other obstructions to navigation, from reaching destined port, the Master reserves the liberty of either landing cargo at the nearest open port he can reach with safety or bringing it back to port of shipment or transshipment, in either case at owner's risk and expense, but charging outward freight only; or they may be warehoused at an intermediate port at the expense and risk of the owner of the goods.
11. Connecting Carriers, their agents and employees shall not be held to be agents, servants, or employees of the ship or her owner, and no liability shall attach to the ship for any goods not carried by her.
12. Carriers are not required to notify the consignee of arrival of goods.
13. General average payable according to the York-Antwerp Rules, 1974.
14. If the Carrier shall have exercised due diligence to make the ship seaworthy and properly manned, equipped and supplied it is hereby agreed that in the event of the ship coming into collision with another ship as a result of the negligence of the other ship and/or any act, neglect or default of the Master Mariner, Pilot, or the servants of the Carrier in the navigation or in the management of the ship, the owners of the said cargo paid or payable by the other or non-carrying ship or her owners to the said cargo owners and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.
15. In no event shall the Carrier or its officers, servants or agents have any liability for loss or damage to or in connection with the custody and care and handling of goods prior to the loading of the goods on the ship and subsequent to the discharge of the goods from the ship even though such loss or damage is caused or contributed to by the negligence of the Carrier or its officers, servants or agents and any goods in the custody of the Carrier before loading and after discharge shall be deemed to be in such custody at the entire risk of the shipper and/or consignee.
16. The foregoing conditions respecting Pacific Coast Water Carriage shall also apply to goods to be subsequently forwarded by rail, pursuant to this Tariff, until the goods are actually on board, and on rail shipments to be subsequently forwarded by Pacific Coast Water Carriage, from time goods are unloaded from cars.
17. The Carrier shall load and unload all unaccompanied trucks and trailers at Delta, Nanaimo and Swartz Bay. Only conventional rubber tired vehicles (tractors, trailers and automobiles) will be accepted. Vehicles with street pads or tracks must be on a trailer and the shipper and consignee is responsible for loading and unloading such vehicles on trailers. Charges for the loading and unloading of trucks and trailers by the Carrier are as shown in Section 2, Items 1 and 2 of this Tariff.

## **SECTION 2**

### **Rates - General**

1. Rates in this tariff are subject to the general rules and conditions of carriage adopted by the Company. The rules and conditions contained within this tariff are subject to change without notice.
2. The Company reserves the right to refuse transportation of any unit for any reason.
3. The Company reserves the right to inspect any unit, its load or cargo and the documentation accompanying any unit.
4. Semi-trailers with tractors will be assessed as one unit.
5. All charges must be prepaid unless credit has been established and strict compliance with the Company's credit terms has been met. From time to time consideration may be made to accommodate COD shipments. COD shipments will be charged a \$16.00 surcharge.
6. Each vehicle (truck, trailer, tanker or van) carrying dangerous goods whereby in accordance with the Transportation of Dangerous Goods regulations, shipping documents and/or placards are required, a "Dangerous Goods Handling Fee" of \$15.00 shall be assessed for each such vehicle (truck, trailer, tanker or van) being transported in our service.
7. Except as otherwise provided herein, when the width of a vehicle and/or its load exceeds 9 feet, a surcharge charge of \$0.82 per foot or portion thereof will be added to the base rate and, multiplied by the overall length of a vehicle and/or load (whichever is longer).
8. When unit lengths are being calculated, the Company reserves the right to charge an additional amount for any protrusions beyond the extremities of the trailers, such as refrigeration units and tail gates, at a rate to be determined by the Company.
9. All rates are subject to the application of general tariff increases and/or adjustments through contractual agreement to recognize special business conditions.
10. All rates are subject to the application of fuel and/or dangerous goods surcharges and/or other surcharges intended to recover increased costs that are considered to be of a temporary nature.
11. Unless otherwise noted, all rates stated herein are for commercial trailer units involved in a consecutive two-way move, being a movement to and from Vancouver Island in SCIC service. Periodic moves, spot work or one-way moves are available at rates specified for such a move and shall be handled on a standby basis.
12. The Company reserves the right to charge an administrative fee when required to provide replacement documentation.

**SECTION 2**

Item 1

**Rates between Delta, B.C. and Nanaimo, B.C.**

Automobiles, trucks, trailers, semi-trailers, tractors, forklifts, and machinery on wheels will be subject to the charges below:

A. Automobiles, midsize pick-ups and mini vans

1. Includes all Terminal charges:..... \$69.00

Surcharge for vehicles requiring special handling and/or administration  
(i.e, boosting, coordinating tow trucks)..... \$42.00

B. Full size pick-ups, full size SUVs and vans

1. Includes all Terminal charges:..... \$77.00

Surcharge for vehicles requiring special handling  
(i.e. towing on and or off vessel, boosting, )..... \$42.00

Units with campers, canopies, boxes or other extremities that exceed the width of the pick up or van will be charged as per C

C. Self-propelled, trucks, machinery and forklifts 16' minimum charge

1. Units up to 32', Charge per lineal foot ..... \$ 4.88  
Applicable terminal charges per unit ..... \$22.25

2. Units over 32', Charge per lineal foot ..... \$ 6.25  
Applicable terminal charges per unit ..... \$22.25

Surcharge for vehicles requiring special handling and/or administration  
(i.e. towing on and or off vessel, boosting, )..... \$42.00

D. Trailers & two-way commercial traffic not otherwise specified:

1. Trailers up to 30' Charge per lineal foot ..... \$ 6.25  
Applicable terminal charges per unit ..... \$22.25

2. Trailers over 30' Charge per lineal foot ..... \$ 6.25  
Applicable terminal charges per unit ..... \$32.00

Surcharge for trailers requiring special handling ..... \$42.00

E. One-way commercial traffic movement:

1. Charge per lineal foot ..... \$12.50  
Applicable terminal charges per unit ..... \$42.00

Surcharge for vehicles requiring special handling  
(i.e. towing on and or off vessel, boosting, )..... \$60.00

**SECTION 2**

Item 2

**Rates between Delta, B.C. and Swartz Bay, B.C.**

Automobiles, trucks, trailers, semi-trailers, tractors, forklifts, and machinery on wheels will be subject to the charges below:

A. Automobiles, midsize pick-ups and mini vans

1. Includes all terminal charges..... \$80.00

Surcharge for vehicles requiring special handling and/or administration  
(i.e., boosting, coordinating tow trucks )..... \$42.00

B. Full size pick-ups, full size SUVs and vans

1. Includes all terminal charges:..... \$87.50

Surcharge for vehicles requiring special handling and/or administration  
(i.e., boosting, coordinating tow trucks)..... \$42.00

Units with canopies, boxes or other extremities that exceed the width of the pick up or van will be charged as per item "C"

C. Self-propelled, trucks, machinery and forklifts 16' minimum charge

1. Units up to 32', Charge per lineal foot ..... \$ 5.50  
Applicable terminal charges per unit ..... \$22.25

2. Units over 32', Charge per lineal foot ..... \$ 6.65  
Applicable terminal charges per unit ..... \$22.25

Surcharge for vehicles requiring special handling and/or administration  
(i.e., boosting, coordinating tow trucks ) ..... \$40.00

D. Trailers & two-way commercial traffic not otherwise specified:

1. Trailers up to 30' Charge per lineal foot ..... \$ 6.65  
Applicable terminal charges per unit ..... \$22.25

2. Trailers over 30' Charge per lineal foot ..... \$ 6.65  
Applicable terminal charges per unit ..... \$32.00

Surcharge for trailers requiring special handling ..... \$42.00

E. One-way commercial traffic movement:

1. Charge per lineal foot ..... \$13.30  
Applicable terminal charges per unit ..... \$42.00

Surcharge for trailers requiring special handling ..... \$60.00

## **SECTION 2**

### **Item 3**

#### **Miscellaneous Rates**

A. **Parking and Storage**

Trailers transported in the Company's service for regular customers will be granted free parking and/or storage for a maximum of 48 hours at the Delta and Nanaimo Terminals. Trailers left on the Delta or Nanaimo terminal longer than 48 hours are subject to "Parking and Storage" charges of \$75.00 per 24 hours or portion thereof.

**The Swartz Bay Terminal is a flow through Terminal. Trailers left on the Swartz Bay terminal beyond 18 hours will be subject to a penalty of \$100 per 24 hours** or portion thereof and may be removed at the customer's expense.

B. **Administrative Fee**

SCIC reserves the right to assess an administrative fee of \$35.00 per unit upon customer requests to replace document(s) for a completed transaction, issue credit for customer errors, to re-invoice and fulfill other administrative requests.

C. **Accompanying Driver Fee**

For drivers accompanying their tractor and trailer units, SCIC will charge a fee of \$15.00 per person.

## **SECTION 3**

### **Item 1**

A. Seaspan Coastal Intermodal Bill of Lading Limits of Liability.

Received subject to the Seaspan Coastal Intermodal Company tariff in effect on the date of issue of this Bill of Lading, the type of vehicle described on reverse in apparent good order and condition, except as noted (contents, equipment and condition of contents and equipment unknown), marked, consigned and destined as indicated below, which Seaspan Coastal Intermodal Company, hereinafter called the "Carrier", agrees to transport on deck to its usual place of delivery at the said destination. It is agreed that every service to be performed hereunder shall be subject to all conditions, whether printed or written, herein contained (including the conditions below) which shall govern all relations whatsoever between the ship-owner, consignee, receiver and owner of the vehicle and the Carrier, master and ship.

### **Notice to Shippers of Limitation of Liability**

1. This Bill of Lading is subject to the provisions of the Rules as applied by the "Marine Liability Act, S.C. 2001, c6," or the Carriage of Goods by Sea Act of the United States of America, whichever Act may be applicable and which shall be applicable to vehicles carried on deck.
2. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection of exemption from or limitation of liability, and the Carrier shall be entitled to the benefit of Title 46, U.S.C.A. Section 181 to 186, inclusive, and to the benefit of all laws of Canada granting the Carrier exemption from or limitation of liability and the Carrier shall have the benefit of all applicable laws granting to ship owners exonerations from or limitation of liability.
3. This Bill of Lading does not constitute a receipt for any equipment or goods of any kind left in or on said vehicle or evidence of a contract of carriage for any person(s) accompanying the vehicle carried hereunder and in no event shall the Carrier or its officers, servants or agents be liable for any loss, damage or delay in connection with any such equipment or goods or any personal injury (including injury resulting in death) or property damage or loss sustained by any such person(s) even though any such loss, damage, delay, or personal injury were caused or contributed by the negligence of the Carrier, its officers, servants or agents or the ship owner's servants or otherwise howsoever.
4. The Carrier and the Carrier's officers, servants and agents shall not be liable for any loss or damage to the vehicle during the period before loading on or after discharge from the ship whether the vehicle is in the custody of the Carrier awaiting shipment, landed, stored or pending transshipment even though such loss or damage be caused or contributed by the negligence of the Carrier, its officers, servants or agents or otherwise howsoever and any vehicles shall be deemed to be in such custody at the entire risk of the shipper and/or consignee.
5. The person(s) using this Bill of Lading assume(s) all risk of loss or injury to person(s) or property caused by or incidental to the dangers of navigation, even though such dangers arise as a result of the negligence of the ship owner's officers or servants or otherwise howsoever.
6. It is expressly agreed by the shipper, consignee, owner or holder of this Bill of Lading that in consideration of any work or services performed by any servant or agent of the Carrier, including every independent contractor employed by the Carrier from time to time, that no employee or agent of the Carrier shall in any circumstances be under any liability to the shipper, consignee or owner of the vehicle for any loss, damage or delay of any kind resulting, directly or indirectly, from any act, neglect, default or negligence on his part while acting in the course of, or in connection with his employment. And, without limiting the generality of the foregoing provisions in this clause, every exemption, limitation or condition contained in this Bill of Lading and every right, exemption from liability, defense and immunity and of any nature shall also be available and shall extend to protect every such servant, agent or independent contractor acting in the course of, or in connection with, his employment with the Carrier. For the purposes of this clause, the Carrier is, or shall be deemed to be, acting on behalf of and for the benefit of all persons who are or

- might be his employees, agents or independent contractors and all such persons shall to the extent of this clause be, or be deemed to be, parties to the Bill of Lading.
7. HIGH RISK GOODS AND INDEMNITY: When the customer's goods are dangerous goods or pollutants the customer undertakes to hold harmless and indemnify the carrier from and against any breaches by the customer of the Canadian Environmental Protection Act, the Transportation of Dangerous Goods Act, the Canada Shipping Act and related regulations and from and against liability for the escape of any dangerous goods or pollutants which occurs without negligence on the part of the carrier. The customer warrants all governmental requirements for dangerous goods and pollutants have been met; such are properly identified and packed; and where applicable the customer has filed with the Director General of Transportation of the Dangerous Goods Directorate, Department of Transport, an Emergency Response Plan Summary. The carrier may dispose of a pollutant and of dangerous or high-risk goods that may, in the carrier's opinion, caused claims without compensation to and at the expense of the customer.
  8. This Bill of Lading is non-negotiable.