



**ALASKA LOGISTICS, LLC,
NON-NEGOTIABLE STRAIGHT BILL OF LADING**

BoL# _____

A# _____
(CARRIER USE ONLY)

To:

Consignee: _____
On Collect on Delivery shipments, the letters "C.O.D" must appear before Consignee's name.

Street _____

City & State _____ Zip _____

FOR PAYMENT, SEND FREIGHT BILL TO:

Name: _____

Street: _____

City & State: _____

Zip: _____

From:

Shipper _____

Street _____

City & State _____ Zip _____

BOOKING # _____

If charges are to be prepaid write or stamp here, "To Be Prepaid."

Voyage _____

Port of Loading _____

Port of Discharge _____

	NO. SHIPPING UNITS	H/M*	Description of Articles, Special Marks and Exceptions and Proper Shipping Name for Hazardous Materials (Hazardous Classes and UN/NA Number), Apparent Condition	WEIGHT	RATE	CHARGES
				Carrier's or Shipper's (SUBJECT TO CORR.)		

NOTE:Carrier and Shipper agree that the provisions of the Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300-15, apply from Carrier's receipt of the cargo from Shipper until Carrier's delivery of the cargo to consignee. Therefore, neither Carrier nor the barge nor the towing vessel shall in any event be or become liable for any loss or damage to or in connection with the custody or carriage of the cargo in an amount exceeding Five Hundred Dollars (\$500) per package, or in the case of cargo not shipped in packages, per customary freight unit, unless the nature and value of such cargo have been declared by Shipper before shipment and inserted in this bill of lading.

C.O.D AMT. \$

☐ ACCEPT CASH, CERTIFIED CHECK
OR MONEY ORDER

☐ ACCEPT COMPANY CHECK

C.O.D. FEE

PREPAID ☐

COLLECT ☐

Shipper certifies that the articles and materials shipped are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. If shipment is of a hazardous nature and has been tendered in a container, it is declared that the packing of the container has been carried out in accordance with the provisions of 49 CFR § 173.

(Signature of Shipper)

Actual Value \$ _____

REMIT C.O.D. TO:
ADDRESS _____

If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

RECEIVED, subject to the terms and conditions stated on both sides of this Bill of Lading and in the Tariff, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated above which Carrier (the word Carrier being understood throughout this Bill of Lading as meaning any person or corporation in possession of the property under the Bill of Lading) agrees to carry to its designated place of delivery at said destination. Shipper hereby certifies that he is familiar with all the Bill of Lading terms and conditions, and the Tariff, and agrees to both. The Tariff is available on Carrier's website and upon request.

SHIPPER

CARRIER: ALASKA LOGISTICS, LLC

BY _____ DATE _____

BY _____ DATE _____

TERMS AND CONDITIONS

Sec. 1. (a) The cargo shipped under this non-negotiable straight bill of lading will be delivered to the party named as consignee or its authorized agent, on production of proof of identity without any documentary formalities. Carrier shall exercise due care to ensure that delivery is made to the proper party, but in case of incorrect delivery, no responsibility will be accepted unless due to the fault or neglect of Carrier.

(b) This non-negotiable straight bill of lading is not a document of title to the cargo shipped.

(c) This bill of lading is a contract of carriage which is subject to the provisions of the Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300-15, which apply from Carrier's receipt of the cargo from Shipper until Carrier's delivery of the cargo to consignee. Therefore, neither Carrier nor the barge nor the tug shall be liable for any loss of or damage to the cargo arising or resulting from unseaworthiness unless caused by want of due diligence on the part of Carrier to make the barge or tug seaworthy, and to secure that the barge and tug are properly manned, equipped, and supplied, and to make the deck of the barge fit and safe for their reception, carriage, and preservation, and neither Carrier nor the barge nor the tug shall be responsible for loss or damage arising or resulting from act, neglect, or default of the master, mariner, pilot, or the servants of Carrier in the navigation or in the management of the barge or tug; fire, unless caused by the actual fault or privity of Carrier; perils, dangers, and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers, or people, or seizure under legal process; quarantine restrictions; act or omission of Shipper or the owner of the cargo, his agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of Carrier and without the fault or neglect of the agents or servants of Carrier. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this contract of carriage, and Carrier shall not be liable for any loss or damage resulting therefrom. Neither Carrier nor the barge nor the tug shall in any event be or become liable for any loss or damage to or in connection with the transportation of cargo in an amount exceeding \$500 per package, or in case of cargo not shipped in packages, per customary freight unit, unless the nature and value of such cargo have been declared by Shipper before shipment and inserted in this bill of lading. In no event shall Carrier be liable for more than the amount of damage actually sustained. Neither Carrier nor the barge nor the tug shall be responsible in any event for loss or damage to or in connection with the transportation of the cargo if the nature or value thereof has been knowingly and fraudulently misstated by Shipper in the bill of lading. Cargo of an inflammable, explosive, or dangerous nature to the shipment of which Carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by Carrier without compensation, and Shipper shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such cargo shipped with such knowledge and consent shall become a danger to the barge, tug, or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by Carrier without liability on the part of Carrier except to general average, if any.

(d) Carrier shall have no liability for loss, damage, or delay to cargo occurring after notice of the arrival of the cargo at destination has been duly sent or given, and after placement of the cargo for delivery at destination, or tender of delivery of the cargo to the party entitled to receive it, has been made.

(e) In case of quarantine the cargo may be discharged at owners risk and expense into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for Carrier's dispatch at nearest available point in Carrier's judgment, and in any such case Carrier's responsibility shall cease when cargo is so discharged, or cargo may be returned by Carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to cargo shall be borne by the owners of the cargo or be a lien thereon. Carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by Carrier, nor for detention loss, or damage of any kind occasioned by quarantine or the enforcement thereof. Carrier shall not be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by Carrier, its agents, or officers, as to quarantine laws or regulations. Shipper shall hold Carrier harmless from any expense Carrier may incur, or damages Carrier may be required to pay, by reason of the introduction of the cargo into any place against the quarantine laws or regulations in effect at such place.

(f) The tug and barge shall have no obligation to continue to any port or place which will bring them within a zone which is dangerous as a result of any actual or threatened act of war; war; hostilities; warlike operations; acts of piracy or of hostility or malicious damage against the tug or barge or cargo by any person, body, or state whatsoever; revolution; civil war; civil commotion; or the operation of international law; nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions; nor carry any cargo that may in any way expose the tug or barge to any risks of seizure, capture, penalties, or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.

(g) The tug and barge shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery, or in any other way whatsoever given by the government of the United States or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the tug or barge the right to give any such orders or directions.

Sec. 2. (a) All cargo will be carried on deck on Carrier's barge. Carrier is not bound to transport the cargo by any particular schedule or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Carrier shall have the right in case of physical necessity to forward the cargo by any other carrier or route between the point of shipment and the point of destination.

(b) Unless notice of loss or damage and the general nature of such loss or damage is given in writing to Carrier at the port of delivery before or at the time of the removal of the cargo into the custody of the consignee, such removal shall be prima facie evidence of the delivery by Carrier of the cargo as described in the bill of lading. If the loss or damage is not apparent, the notice must be given within three (3) days of the delivery. As a condition precedent to recovery, suits shall be instituted against Carrier only within one (1) year after delivery of the cargo or the date when the cargo should have been delivered.

Sec. 3. Except where such service is required as the result of Carrier's negligence, all cargo shall be subject to necessary cooperation, baling, and lashing at owner's cost.

Sec. 4. (a) In the event consignee cannot be found at the point given for delivery, notice of the location of the placing of such cargo shall be mailed to the stated address for the consignee, including electronic mail, and mailed to any other address given on the bill of lading for notification, showing the warehouse or other location at which such cargo has been placed, subject to the provisions of this paragraph. Such notice by electronic mail or postal mail, including to a postal box, shall be sufficient notice under this section. Cargo not removed by the consignee fifteen (15) days after notice of the arrival of the cargo at destination has been duly sent or given, and after placement of the cargo for delivery at destination has been made, or cargo not received at the time tender of delivery of the cargo to the consignee has been made, may be (i) kept in vessel, vehicle, car, depot, warehouse or place of business of Carrier, subject to reasonable charges for storage and to Carrier's responsibility as warehouseman only, or at the option of Carrier may be (ii) removed to and stored in a public or licensed warehouse at the point of delivery or other available point, or if no such warehouse is available at point of delivery or at other available point, then (iii) in other available storage facility, at the cost of the owner and there held without liability on the part of Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage, or (iv) left for consignee's retrieval at the point of delivery, in which event delivery shall be deemed to have been made, and Carrier shall have no further liability for the cargo. Shipper agrees that Carrier is not liable as a bailee, under this bill of lading, or otherwise for cargo beyond the fifteen (15) day notice period set forth in this section. The Shipper agrees that COGSA extends to the fifteen (15) day notice period and to any time thereafter during Carrier's possession of cargo under Section 2.

(b) Where nonperishable cargo which has been transported to destination under this bill of lading is refused by consignee upon tender of delivery or said consignee fails to receive or claim it within fifteen (15) days after notice of arrival shall have been duly sent or given, Carrier may sell the same at public auction to the highest bidder, at such place as may be designated by Carrier, provided that Carrier shall have first mailed, sent, or given to Shipper notice that the cargo has been refused or remains unclaimed, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the cargo, the name of the party to whom consigned, and the time and place of the sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published, provided that thirty (30) days shall have elapsed before publication of notice of sale after said notice that the cargo was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable cargo which has been transported under this bill of lading to destination is refused by consignee upon tender of delivery or said consignee shall fail to receive it promptly, Carrier may, in discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale, provided that if time permits for notification to Shipper or the owner of the refusal of the cargo or the failure to receive it and request for disposition of the cargo, such notification shall be given, in such manner as the exercise of due diligence requires, before the cargo is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of Carrier at its option to sell the cargo under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by Carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the cargo, if proper care of same required special expense, and should there be a balance it shall be paid to the owner of the cargo sold hereunder.

(f) Cargo destined to or taken from a station, wharf, landing, or other place at which there is no regularly appointed freight agent shall be entirely at risk of owner after discharged from vessels or until loaded into vessels, and, except in case of Carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until loaded into and after discharged from vessels.

Sec. 5. Carrier will not carry or be liable in any way for any documents, specie, or for any articles of extraordinary value unless by a special agreement and a stipulated value of the articles enclosed on this bill of lading.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous cargo, without previous full written disclosure to Carrier of their nature, shall be liable for and indemnify Carrier against loss or damage caused by such cargo, and such cargo may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. Freight shall be deemed fully earned when the cargo is loaded aboard the barge, lost or not lost. The owner or consignee shall pay the freight and all other lawful charges accruing on said cargo according to this bill of lading, and Carrier shall not be required to deliver or relinquish possession at destination of the cargo covered by this bill of lading until all freight and other lawful charges thereon have been paid. Shipper shall be liable for the freight and all other lawful charges, except that if Shipper stipulated, by signature, in the space provided for that purpose on the face of this bill of lading, that Carrier shall not make delivery without requiring payment of such charges, and Carrier, contrary to such stipulation, shall make delivery without requiring such payment, Shipper (except as hereinafter provided) shall not be liable for such charges, provided that where Carrier has beneficial title, and, in the case of cargo reconsignee or diverted to a consignee other than Shipper, such consignee shall not be liable for transportation of said cargo (beyond those charges billed against Shipper at the time of delivery, for which Shipper is otherwise liable) which may be found to be due after the cargo has been delivered, if the consignee (a) is an agent only and has no beneficial title in said cargo, and (b) prior to delivery of said cargo has notified Carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of cargo reconsignee or delivered to a point other than that specified in the original bill of lading, has also notified Carrier in writing of the name and address of the beneficial owner of said cargo, and, in such cases Shipper, or, in the case of cargo so reconsignee or diverted the beneficial owner, shall be liable for such additional charges. If the consignee has given to Carrier erroneous information as to who the beneficial owner is, the consignee shall itself be liable for such additional charges. Nothing herein shall limit the right of Carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the cargo shipped is not that described in this bill of lading, the freight charges must be paid upon the cargo actually shipped.

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

Sec. 9. General Average shall be payable according to the York-Antwerp Rules 1994, and as to matters not covered thereby according to the laws and usages of the Port of Seattle. If Carrier shall have exercised due diligence to make the barge and tug in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage, or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery, or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), Shipper, the consignee, and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the owner of the barge and tug in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

Sec. 10. Every right, exemption from, or limitation of liability, condition, liberty, defense, and immunity to which Carrier is entitled under this bill of lading shall be available to and extend to protect every vessel employed in service under this bill of lading, all owners and charterers of any of such vessels, and all servants, agents, and independent contractors of Carrier.

Sec. 11. If in compliance with the provisions of this bill of lading anything is done or is not done, such shall not be deemed a deviation.

Sec. 12. Any alteration, addition, or erasure of this bill of lading which shall be made without the special notation hereon of the agent of Carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforced according to its original tenor.

Sec. 13. The construction and enforcement of this bill of lading shall be governed by the general maritime law of the United States, insofar as applicable, and otherwise by the law of the State of Washington. Any action brought by either party to enforce any term or provision of this bill of lading shall be commenced in the United States District Court for the Western District of Washington at Seattle, as appropriate. The prevailing party in any such suit, action or proceeding shall be entitled to recover its costs of suit and reasonable attorney fees. Shipper hereby submits to the jurisdiction of the United States District Court for the Western District and consents to service of process by certified mail, return receipt requested, addressed in accordance with this bill of lading.