SHAVER TRANSPORTATION

TARIFF NO. S-107

FREIGHT RATES AND CHARGES

RELATING TO

THE WATER TRANSPORTATION OF GRAIN

AS DESCRIBED IN ITEM NO. 7

ON THE COLUMBIA AND SNAKE

RIVERS AND TRIBUTARIES

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ITEM 1.

APPLICATION OF RATES

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, RATES NAMED IN THIS TARIFF:

(A) APPLY ON COMMODITIES DESCRIBED IN ITEM 7.

(B) ARE NAMED IN DOLLARS PER TON OF 2000 POUNDS.

(C) APPLY ON TOTAL NET WEIGHT.

(D) APPLY FROM ONE LOADING ELEVATOR, AT POINT OF ORIGIN TO ONE CONSIGNEE AT ONE UNLOADING ELEVATOR, (EQUIPPED TO HANDLE GRAIN IN BULK) AT DESTINATION, AND DO NOT INCLUDE ELEVATION, LOADING, HANDLING OR OTHER CHARGES AT POINT OF ORIGIN OR UNLOADING AT DESTINATION.

ITEM 2.

BILLS OF LADING

WHEN PROPERTY IS TRANSPORTED SUBJECT TO THE PROVISIONS OF THIS TARIFF, THE ACCEPTANCE AND USE IS REQUIRED OF THE BILL OF LADING REPRODUCED ON PAGES 16 THRU 19 PROVIDED, HOWEVER, THAT WHERE THE APPLICABLE TARIFF RATES DO NOT INCLUDE THE LOADING OR UNLOADING OF CARGO, SHAVER TRANSPORTATION COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CARGO DURING THE LOADING AND/OR UNLOADING THEREOF, THE PROVISIONS OF THE CARRIER'S BILL OF LADING TO THE CONTRARY NOTWITHSTANDING.

ITEM 3.

AGREEMENT

THIS RATE SCHEDULE GOVERNS THE TRANSPORTATION OF GRAIN AS DESCRIBED HEREIN. THE LOADING OF GRAIN ABOARD CARRIER'S BARGES SHALL CONSTITUTE AN AGREEMENT BY THE CONSIGNOR AND CONSIGNEE TO ALL OF THE RATES, CHARGES, RULES AND REGULATIONS, WHICH ARE SET FORTH HEREIN, AND AN AGREEMENT THAT SAID RATES, CHARGES, RULES AND REGULATIONS SHALL CONTROL OVER ANY CONFLICTING OR DIFFERENT GRAIN TARIFF OF THE CONSIGNOR AND CONSIGNEE.

ITEM 4.

IMPRACTICAL OPERATION – PROPER MOORAGE

NOTHING IN THIS SCHEDULE SHALL BE CONSTRUED AS MAKING IT BINDING ON CARRIER TO PERFORM SERVICES AT LOCATIONS FROM OR TO WHICH IT IS IMPRACTICABLE TO OPERATE VESSELS ON ACCOUNT OF STRIKES OR RIOTS, UNUSUAL WEATHER, THE CONDITIONS OF THE WATERWAY, OR OTHER CONDITIONS BEYOND THE CONTROL OF THE CARRIER OR WHICH MAY CAUSE LOSS/DAMAGE TO PROPERTY OR BODILY INJURY. CARRIER WILL NOT UNDERTAKE TO PLACE BARGES FOR LOADING OR UNLOADING AT PLACES WHERE PROPER

MOORAGE FACILITIES ARE NOT AVAILABLE, WHERE SUFFICIENT DEPTH OF WATER IS NOT AVAILABLE OR WHERE OTHER UNSAFE OR IMPRACTICABLE CONDITIONS EXIST.

CARRIER SHALL HAVE ABSOLUTE DISCRETION AS TO THE FOREGOING. NONTHELESS, CARRIER WILL WORK IN GOOD FAITH WITH SHIPPER TO SUGGEST CHANGES TO A LOCATION THAT WILL ESTABLISH IT AS SAFE FOR MOORAGE.

ITEM 5.

ABSORPTION

THE CARRIER WILL NOT ABSORB ANY CHARGES FOR DOCKAGE, WHARFAGE OR ANY OTHER LOADING OR UNLOADING CHARGES WHICH MAY BE ASSESSED AGAINST THE VESSEL OR CARGO BY THE CONSIGNOR OR CONSIGNEE UNLESS SPECIFICALLY ORDERED BY THE CARRIER.

ITEM 6.

BOOKING, PRIOR

SHAVER TRANSPORTATION COMPANY WILL NOT BE BOUND TO FURNISH TRANSPORTATION AS PROVIDED HEREIN UNLESS ARRANGEMENTS THEREFORE SATISFACTORY TO SHAVER TRANSPORTATION COMPANY HAVE BEEN PREVIOUSLY ARRANGED FOR WITH SHAVER TRANSPORTATION COMPANY.

ITEM 7.

COMMODITIES, CONTAMINATION OF

FOR THE TRANSPORTATION OF COMMODITIES AS DESCRIBED IN ITEM 7, BARGES FURNISHED BY CARRIER SHALL BE GENERALLY SUITABLE FOR THE CARRIAGE OF SUCH COMMODITIES. SUCH BARGES SHALL BE FURNISHED FOR LOADING IN A GENERALLY CLEAN AND DRY CONDITION WITHIN THE CUSTOMARY PRACTICE OF THE LOCAL INDUSTRY. WHERE SHIPPER DESIRES THAT THE BARGES BE CLEANED TO A HIGHER THAN CUSTOMARY STANDARD, SUCH REQUIREMENT MUST BE COMMUNICATED TO AND ACCEPTED BY THE CARRIER IN ADVANCE AND IN WRITING. CHARGES FOR SPECIAL CLEANING SHALL BE FOR THE ACCOUNT OF THE SHIPPER. SHIPPER HAS THE RIGHT TO INSPECT ANY BARGE TENDERED BY CARRIER. ANY EXCEPTION TAKEN BY SHIPPER TO ANY CONDITION OF THE BARGE MUST BE DELIVERED TO THE CARRIER IN WRITING AND IN ADVANCE OF LOADING. LOADING OF THE BARGE SHALL CONSTITUTE SHIPPER'S ACCEPTANCE OF THE CONDITION AND SUITABILITY OF THE BARGE FOR CARRIAGE OF THE CARGO.

IN THE EVENT FOREIGN MATERIAL ARE MIXED WITH GRAIN, ANY COSTS INCURRED BY CARRIER BECAUSE OF CONTAMINATION BY SUCH OTHER FOREIGN MATERIAL – VIZ. – ROCK, RAGS, DIRT, DUST, WATER OR OTHER FOREIGN MATERIALS SHALL BE FOR THE ACCOUNT OF THE LOADING ELEVATOR. SUCH COSTS INCLUDE BUT ARE NOT LIMITED TO ADDITIONAL BARGE DEMURRAGE, BARGE CLEANING, TUG SERVICES AND SWITCHING COSTS.

ITEM 8.

COMMODITIES, DESCRIPTION OF

RATES, RULES, REGULATIONS AND OTHER PROVISIONS PUBLISHED IN THIS SCHEDULE APPLY ONLY TO GRAIN, VIZ.: SHELLED CORN, BARLEY, BUCKWHEAT, EMMER, OATS, RYE, SPELT OR WHEAT (THRESHED), SOYBEANS, CANOLA OR OTHER SUCH GRAINS AIR-DRIED OR OTHERWISE DRIED IN BULK. SUCH MATERIAL IS OF A FREE FLOWING NATURE.

ITEM 9.

INSURANCE, MARINE

(A) RATES NAMED IN THIS SCHEDULE AUTOMATICALLY INCLUDE ALL-RISKS MARINE CARGO INSURANCE ON CARGOES WHILE IN THE CARRIER'S CARE, CUSTODY AND CONTROL. A COPY OF THE POLICY IS AVAILABLE ON FILE IN CARRIER'S OFFICE. THE SHIPPER, OWNER OR CONSIGNEE SHALL SATISFY THEMSELVES AS TO THE SUFFICIENCY OF THE INSURANCE SPECIFIED ABOVE.

CARRIER WILL IN NO EVENT BE RESPONSIBLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, EXTRA EXPENSE, LOSS OF PROFITS, LOSS OF USE OF PROPERTY, DELAY OR ARRIVAL/DEPARTURE TIMES, DAMAGES CONSEQUENTIAL UPON LOSS OF USE, WHETHER RESULTING FROM NEGLIGENCE, BREACH OF THIS CONTRACT OR OTHERWISE BY CARRIER AND EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE BY CARRIER OR SHIPPER HAD ADVISED CARRIER OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IN THE EVENT THE SHIPPER, OWNER OR CONSIGNEE SHALL GIVE WRITTEN NOTICE OF ELECTION TO PROCURE ADDITIONAL MARINE CARGO INSURANCE OR MARINE CARGO INSURANCE OTHER THAN MADE AVAILABLE BY CARRIER, THEY SHALL AND HEREBY DO AGREE TO NAME CARRIER AS A CO-ASSURED WITH A FULL WAIVER OF SUBROGATION.

(C) IN THE EVENT THE SHIPPER, OWNER OR CONSIGNEE SHALL GIVE WRITTEN NOTICE OF ELECTION TO MOVE SAID CARGO WITHOUT MARINE CARGO INSURANCE, THEY AGREE THAT THEY SHALL BE DEEMED AS SELF-INSURERS AND THEREBY AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST CARRIER, ITS' AGENTS, EMPLOYEES AND THE CARRYING AND/OR TOWING VESSEL OR VESSELS FOR LOSS, DAMAGE OR DESTRUCTION OF SAID CARGO WHICH WOULD OTHERWISE HAVE BEEN COVERED BY THE SAID INSURANCE PROVIDED BY CARRIER.

(D) IN THE EVENT OF ANY CLAIM FOR ANY LOSS WHICH WOULD HAVE BEEN OR IS COVERED BY INSURANCE PROVIDED BY CARRIER, OR WHICH IS COVERED BY INSURANCE PROVIDED BY THE SHIPPER, OWNER OR CONSIGNEE PURSUANT TO THE OPTION GRANTED IN SUBPARAGRAPH (B) ABOVE, SHIPPER, OWNER OR CONSIGNEE AGREE THAT THEY WILL LOOK EXCLUSIVELY FOR THE PAYMENT OF ANY SUCH CLAIM OR CLAIMS TO ANY THIRD PARTY OR PARTIES WHO MAY BE FOUND RESPONSIBLE FOR SUCH LOSS OR DAMAGE OR TO THE UNDERWRITERS ON SUCH MARINE CARGO INSURANCE, AS THE CASE MAY BE, AND NOT OTHERWISE.

CARRIER SHALL USE DUE DILIGENCE TO DELIVER ITS VESSELS IN A SEAWORTHY CONDITION, EQUIPPED AND MANNED SUFFICIENTLY FOR PERFORMANCE AND WITH ALL DOCUMENTATION, LICENSING AND PERMITS REQUIRED FOR THEIR ROUTINE OPERATION. CARRIER SHALL PERFORM WITH DUE DISPATCH, BUT MAKES NO WARRANTY AS TO SPEEDS OR ARRIVAL/DEPARTURE TIMES. OTHER THAN THE FOREGOING, NEITHER CARRIER NOR THE VESSELS NOR THEIR MASTER NOR CREW SHALL BE HELD TO ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR ABSOLUTE SEAWORTHINESS, FITNESS, SUITABILITY OR WORKMANLIKE PERFORMANCE OR SERVICE.

ITEM 10.

PAYMENT OF CHARGE

STATEMENTS FOR CHARGES ARE DUE AND PAYABLE WITHIN 20 DAYS OF THE DATE OF FREIGHT BILL. AMOUNTS REMAINING UNPAID BEYOND 20 DAYS OF THE FREIGHT BILL WILL BE SUBJECT TO A LATE PAYMENT CHARGE EQUAL TO 1.25% OF THE FREIGHT BILL FOR THE FIRST TEN DAY PERIOD, OR FRACTION THEREOF, SUCH CHARGES REMAIN UNPAID. AMOUNTS REMAINING UNPAID IN EXCESS OF 30 DAYS FROM THE DATE OF THE FREIGHT BILL WILL BE SUBJECT TO AN ADDITIONAL LATE PAYMENT CHARGE OF 1.5% PER 30 DAY PERIOD, OR FRACTION THEREOF, DURING WHICH SUCH CHARGES REMAIN UNPAID.

ITEM 11.

STANDBY TIME

WHEN A TOWBOAT IS REQUIRED TO STANDBY FOR THE PURPOSE OF ATTENDING OR SHIFTING THE BARGE WHILE IT IS BEING LOADED, THE CONSIGNOR WILL BE ASSESSED A CHARGE OF $555.00 PER HOUR FOR ALL TIME THAT THE TOWBOAT IS STANDING BY. THIS CHARGE SHALL BE IN ADDITION TO ALL OTHER APPLICABLE RATES AND CHARGES.

ITEM 12.

WEIGHTS

THE WEIGHT UPON WHICH FREIGHT CHARGES WILL BE ASSESSED WILL BE THE OFFICIAL WEIGHT AT DESTINATION.

ITEM 13.

MINIMUM WEIGHTS

THE MINIMUM WEIGHT SHALL BE THE AMOUNT DESIGNATED OPPOSITE ITS' NAME OR NUMBER BELOW, EXCEPT WHEN IN THE OPINION OF SHAVER TRANSPORTATION COMPANY, THE PERILS OF NAVIGATION, SUCH AS HIGH OR LOW WATER OR OTHER OPERATING CONDITIONS, MAKE LIGHTER LOADING NECESSARY. IN SUCH INSTANCES SHAVER TRANSPORTATION COMPANY MAY, AT ITS' OPTION, ACCEPT FOR TRANSPORTATION BARGE LOAD LOTS OF LESSER QUANTITIES AT THE RATES NAMED IN ITEMS MAKING REFERENCE HERETO.

BARGE DESIGNATION	MINIMUM WHEAT	BARGE CAPACITY IN TONS
ST-20	3575	3750
ST-21	3575	3750
ST-22	3575	3750
ST-23	3575	3750
ST-24	3575	3750
ST-25	3575	3750
ST-33	2550	2700
ST-34	2550	2700
ST-35	2410	2500
ST-36	2410	2500
ST-37	2925	3000
ST-40	3575	3750
ST-41	3575	3750
ST-42	3575	3750
ST-43	3575	3750
ST-44	3575	3750
ST-45	3575	4200
ST-46	3575	4200
ST-47	3575	4200
ST-48	3575	4200
ST-51	3575	4200
ST-52	3575	4200

ITEM 14.

SHIPPER RESPONSIBILITY

RATES IN THIS TARIFF DO NOT INCLUDE THE LOADING OR UNLOADING OR CARGOES. SHIPPER IS SOLELY RESPONSIBLE FOR LOADING, STOWING, TRIMMING, SECURING AND DISCHARGING ALL CARGOES AT ITS SEPARATE RISK AND EXPENSE.

SHIPPER MUST MINIMIZE CARGO SPILLAGE ONTO BARGE DECKS OR SURROUNDING WATERS, AND NOTIFY CARRIER'S DISPATCH OFFICE AS SOON AS POSSIBLE OF ANY SPILL. SHIPPER MUST COMPLY WITH ALL APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS IN CONNECTION WITH THE LOADING AND UNLOADING OF CARGO OR ANY SUCH SPILL. SHIPPER IS RESPONSIBLE FOR CLEANING ANY CARGO SPILLAGE AT ITS RISK AND EXPENSE, INCLUDING BARGE DEMURRAGE. CARRIER SHALL HAVE NO LIABILITY, AND SHIPPER ASSUMES SOLE RESPONSIBILITY FOR ANY POLLUTION LIABILITY OR COSTS ARISING OUT OF OR AS A CONSEQUENCE OF SHIPPER'S LOADING OR UNLOADING OF CARGO, INCLUDING LIABILITY OR COSTS CAUSED BY SHIFTING OF CARGO DUE TO SHIPPER'S LOADING, STOWAGE OR TRIMMING.

CARGO SHALL ONLY BE CONSIDERED IN THE CARRIER'S CUSTODY AND CONTROL FOLLOWING COMPLETION OF LOADING AND WHEN CARRIER'S TUG HAS ARRIVED ALONGSIDE THE BARGE. SHIPPER MUST LOAD THE BARGE TRIM AND LEVEL. IF A BARGE DRAFT IS GREATER THAN 14 FEET, CARRIER WILL REFUSE THE BARGE UNTIL SHIPPER AS REDUCED TO THE DRAFT TO 14 FEET OR BELOW. SUCH BARGE WILL BE SUBJECT TO DEMURRAGE CHARGES UNDER ITEM 15. SIMILARLY, DELIVERY OF CARGO TO THE CONSIGNEE IS DEEMED TO OCCUR WHEN THE BARGE IS SECURED AT THE SHIPPER DESIGNATED DISCHARGE FACILITY FOR UNLOADING.

SHIPPER IS RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY SHIPPER'S CARGO OPERATIONS (BEYOND REASONABLE WEAR AND TEAR), INCLUDING WITHOUT LIMITATION DAMAGE TO BIN WALLS, STANCHIONS OR DECKS, OR BOTTOM OR SKEG DAMAGE RESULTING FROM GROUNDING OR TOUCHING BOTTOM. SHIPPER MUST PAY OR REIMBURSE CARRIER FOR ANY SUCH LOSS OR DAMAGE AND IF THE TIME OF REPAIR EXCEEDS 72 HOURS, SHIPPER SHALL BE CHARGED DEMURRAGE AS STATED ELSEWHERE IN THIS TARIFF.

SHIPPER SHALL ALSO BE RESPONSIBLE FOR, AND MUST INDEMNIFY, DEFEND AND HOLD CARRIER HARMLESS OF AND FROM (INCLUDING LEGAL FEES AND COSTS), CLAIMS, LOSSES, DAMAGE OR LIABILITIES ARISING FROM OR RELATING TO: (1) PROPERTY DAMAGE OR POLLUTION/ENVIRONMENTAL LIABILITY, OCCURRING DURING OR RESULTING FROM SHIPPER'S CARGO LOADING OR DISCHARGE OPERATIONS, AND (2) BODILY INJURY, ILLNESS OR DEATH CLAIMS OF ANY PERSON ABOARD OR ABOUT CARRIER'S BARGES, WHETHER FOR PURPOSES OF LOADING/DISCHARGING CARGOES OR OTHERWISE. SHIPPER'S RESPONSIBILITY AND OBLIGATION TO INDEMNIFY IS WITHOUT REGARD TO AND NOTWITHSTANDING ANY ALLEGED OR ACTUAL NEGLIGENCE OR FAULT OF CARRIER OR ANY ALLEGED OR ACTUAL UNSEAWORTHINESS OF THE BARGE. IN FURTHERANCE OF THE FOREGOING, SHIPPER WAIVES ANY IMMUNITY FROM SUIT OR EXCLUSIVITY OF REMEDY AFFORDED BY ANY WORKERS COMPENSATION OR SIMILAR LAW AS TO ITS EMPLOYEES. SHIPPER MUST PROVIDE MARINE/COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY COVERAGE ON STANDARD ISO FORMAT WITH RESPECT TO THE FOREGOING INDEMNITY OBLIGATION. SHIPPER MUST HAVE CARRIER ADDED AS AN ADDITIONAL INSURED ON THE MARINE/GENERAL LIABILITY POLICY WITH WAIVER OF SUBROGATION IN FAVOR OF CARRIER. SHIPPER'S MARINE/GENERAL LIABILITY INSURANCE TO BE PRIMARY TO CARRIER'S INSURANCE POLICIES.

ITEM 15.

UNLOADING TIME, ALLOWANCES OR CHARGES FOR

ALL SHIPMENTS OF GRAIN AS DESCRIBED IN ITEM 8 ARE ACCEPTED FOR TRANSPORTATION SUBJECT TO THE FOLLOWING CONDITIONS WITH RESPECT TO DISPATCH OR DELAY IN UNLOADING OR SHAVER TRANSPORTATION COMPANY BARGES:

(A) SHAVER TRANSPORTATION COMPANY SHALL NOTIFY THE CONSIGNEE OR UNLOADING TERMINAL BY TELEPHONE NO LATER THAN 2:00 PM OF BARGES WHICH ARE OR WILL BE AVAILABLE FOR DISCHARGE AT CONSIGNEE'S OR UNLOADING TERMINAL'S DOCK AT 8:00 AM OF THE FOLLOWING DAY.

(B) THE FOLLOWING ALLOWANCES OR CHARGES WILL BE MADE TO THE CONSIGNEE DEPENDENT UPON THE TIME TAKEN TO DISCHARGE THE SHAVER TRANSPORTATION COMPANY BARGE (S):
IF BARGE DISCHARGE IS COMPLETED WITHIN THE STATED PERIOD OF TIME AFTER THE FIRST 8:00 AM FOLLOWING ARRIVAL. AN ALLOWANCE OR CHARGE WILL BE MADE TO THE CONSIGNEE AS FOLLOWS:

TIME IN HOURS		
OVER	NOT OVER	ALLOWANCE
--	24	$ .50 PER TON
		CHARGE
24	48	$ .50 PER TON
48	72	$ .75 PER TON
72	96	$1.00 PER TON
96	-	ADD $1.00 PER TON, TO THE CHARGE SHOWN FOR OVER 72 HOURS BUT NOT OVER 96 HOURS FOR EACH ADDITIONAL 24 HOUR PERIOD OR FRACTION THEREOF IN EXCESS OF 96 HOURS.

(C) THE WEIGHT TO BE USED IN DETERMINING THE NUMBER OF TONS ON WHICH THE ALLOWANCE OR CHARGE IS TO BE BASED SHALL BE THE WEIGHT UPON WHICH THE FREIGHT CHARGES ARE ASSESSED.

(D) ALL ALLOWANCES OR CHARGES ARE FOR THE ACCOUNT OF THE ORIGINAL CONSIGNEE. ON SHIPMENTS DIVERTED ENROUTE, ALL CHARGES APPLICABLE TO THE SHIPMENT WHETHER ACCRUED OR ACCRUING MUST BE GUARANTEED BY THE ORIGINAL CONSIGNEE TO THE CARRIER BEFORE RECONSIGNMENT WILL BE MADE.

(E) IN COMPUTING ALLOWANCES OR CHARGES AS INDICATED ABOVE, THE FOLLOWING HOLIDAYS WILL BE EXCLUDED: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, JULY 5, LABOR DAY, THANKSGIVING DAY, DECEMBER 24, CHRISTMAS DAY.

(F) FOR PURPOSES OF ITEM 15, THE DAY TO BE OBSERVED AS THE HOLIDAY SHALL BE THE SAME DAY AS THAT DETERMINED BY THE OFFICE OF THE PACIFIC MARITIME ASSOCIATION, PORTLAND, OREGON.

(G) BARGES SHALL BE ALLOWED ONE (1) FREE SPOT AND PICKUP, IF AT THE REQUEST OF THE CONSIGNEE, A BARGE IS TO BE REMOVED PRIOR TO DISCHARGE, AN ADDITIONAL SPOT CHARGE OF 2 HR. MIN. AT THE HARBOR RATE WILL BE ASSESSED. THIS CHARGE SHALL BE IN ADDITION TO ALL OTHER APPLICABLE RATES AND CHARGES.

NOTE: ALL BARGES CONSIGNED TO KALAMA, WA AND LONGVIEW, WA WILL BE CONSIDERED TO BE AVAILABLE FOR DISCHARGE WHEN CONSIDERED AVAILABLE FOR DISCHARGE AT PORTLAND, OR.

ITEM 16. PORT TO PORT RATES

THE BASE RATE IS THE RATE TO WHICH THE FEDERAL FUEL EXCISE TAX OF 24.4 CENTS PER GALLON HAS BEEN ADDED. THE BASE RATE (INCLUDING FEDERAL FUEL EXCISE TAX) IS THE RATE TO BE USED IN ASSESSING THE CHARGES, IN DOLLARS PER TON.

ITEM 16. (CONT.)

PORT TO PORT RATES

TO	FROM	RATE		
		BASE RATE WHEAT – BARLEY		BASE RATE OVER MIN. WHEAT
PORTLAND, OR	THE DALLES, OR	12.56	14.42	6.29
VANCOUVER, WA				
	BIGGS, OR	13.74	15.94	6.87
DELIVERY TO				
KALAMA, WA OR	ARLINGTON, OR	15.17	17.58	7.59
LONGVIEW, WA	ROOSEVELT, WA	15.17	17.58	7.59
ADD (.35) PER TON				
	BOARDMAN, OR	15.34	17.82	7.67
	HOGUE WARNER, OR	15.34	17.82	7.67
	UMATILLA, OR	15.62	18.08	7.81
	PORT KELLY, WA	15.72	18.26	7.87
	WALLULA, WA	15.72	18.26	7.87
	BURBANK, WA	15.96	18.41	7.99
	KENNEWICK, WA	15.96	18.41	7.99
	PASCO, WA	15.96	18.41	7.99
	SHEFFLER, WA	17.24	19.88	8.62
	WINDUST, WA	17.27	20.03	8.63
	LOWER MONUMENTAL	17.27	20.03	8.63
	LYONS FERRY, WA	18.38	21.23	9.19
	CENTRAL FERRY, WA	19.47	22.59	9.73
	ALMOTA, WA	19.47	22.59	9.73
	LEWISTON, ID	20.43	23.65	10.22
	CLARKSTON, WA	20.43	23.65	10.22
	WILMA, WA	20.43	23.65	10.22

NOTE 1: THE RATES NAMED IN THIS ITEM APPLY ONLY DURING PERIOD WHEN THE U.S. CORPS OF ENGINEERS MAINTAIN WATER LEVELS OF AT LEAST 14 FEET IN THE NAVIGABLE CHANNEL OF THE COLUMBIA-SNAKE RIVER SYSTEM.

BETWEEN	AND	RATES IN CENTS PER TON MIN. WT. PER BARGE AS SHOWN IN ITEM 12
KALAMA, WA PORTLAND, OR VANCOUVER, WA LONGVIEW, WA	KALAMA, WA VANCOUVER, WA PORTLAND, OR LONGVIEW, WA	$3.50/TON FOR PDX & VANCOUVER $5.00/TON FOR LGV & KALAMA

ALL TONS TRANSPORTED IN EXCESS OF THE MINIMUM BARGE CAPACITIES AS LISTED IN ITEM 13 (WHEAT) SHALL BE ASSESSED AT ONE-HALF THE APPLICABLE BASE RATE LISTED UNDER

ITEM 16. BASE RATES OVER MINIMUM ARE LISTED IN ITEM 16.

NOTE: SEE ITEM 13 FOR MINIMUM WEIGHT FOR TYPES OF GRAIN TRANSPORTED.

ITEM 17.

SPLIT LOAD PICKUP

QUOTED UPON REQUEST.

ITEM 18.

ALLOWANCE FOR LOADING ON SATURDAY, SUNDAY OR HOLIDAYS

QUOTED UPON REQUEST.

ITEM 19.

SHRINKAGE

CARRIER WILL NOT BE RESPONSIBLE FOR LOSS DUE TO NATURAL SHRINKAGE AND THE FOLLOWING WILL GOVERN ALL LOSS FROM THIS SOURCE:

1. WHEN LIABILITY IS ESTABLISHED, THERE SHALL BE DEDUCTED FROM THE LOSS IN WEIGHT ON ALL GRAIN ONE-FOURTH OF ONE PERCENT OF THE TOTAL WEIGHT OF THE CONTENTS OF BARGE.

2. THIS DEDUCTION REPRESENTS REASONABLE SHRINKAGE DUE TO EVAPORATION OR OTHER NATURAL CAUSES AND IS TO BE MADE FROM SHIPPING WEIGHTS.

3. CLAIMS WILL BE ADJUSTED BY CARRIER IN ACCORDANCE WITH THE LAW THAT GOVERNS.

4. IN CASE OF A DISPUTED CLAIM THE RECORDS OF BOTH THE CLAIMANT AND THE CARRIER SHALL BE AVAILABLE TO BOTH PARTIES.

ITEM 20.

FUEL SURCHARGE

TRANSPORTATION RATES SHALL BE SUBJECT TO A FUEL SURCHARGE CALCULATED AS FOLLOWS:

EVERY BUSINESS DAY OF THE MONTH, THE OIL PRICE INFORMATION FOR NO. 2 ULTRA-LOW SULFUR DIESEL FOR PORTLAND, OREGON IS OBTAINED AND RECORDED. THE AVERAGE OF THESE DAILY POSTINGS IS CALCULATED FOR THE 30 DAYS ENDING THE 15th OF THE MONTH. THE RESULTING 30-DAY AVERAGE DETERMINES THE FUEL SURCHARGE RATE FOR THE IMMEDIATELY FOLLOWING MONTH, AS LISTED IN THE TABLE BELOW, APPLIED OVER THE BASE RATE OF $2.55 PER GALLON. (EXAMPLE: THE AVERAGE CALCULATED FOR THE 30 DAYS ENDED SEPTEMBER 15TH ESTABLISHES OCTOBER'S FUEL SURCHARGE RATE.)

OPIS		OPIS		OPIS		OPIS		OPIS		OPIS	
Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC
1.25	-8.61%	1.54	-6.68%	1.83	-4.77%	2.12	-2.85%	2.41	-0.93%	2.70	0.98%
1.26	-8.54%	1.55	-6.62%	1.84	-4.70%	2.13	-2.78%	2.42	-0.86%	2.71	1.04%
1.27	-8.47%	1.56	-6.55%	1.85	-4.64%	2.14	-2.72%	2.43	-0.80%	2.72	1.11%
1.28	-8.41%	1.57	-6.48%	1.86	-4.57%	2.15	-2.65%	2.44	-0.73%	2.73	1.17%
1.29	-8.34%	1.58	-6.42%	1.87	-4.50%	2.16	-2.58%	2.45	-0.67%	2.74	1.24%
1.30	-8.27%	1.59	-6.35%	1.88	-4.44%	2.17	-2.52%	2.46	-0.60%	2.75	1.31%
1.31	-8.21%	1.60	-6.29%	1.89	-4.37%	2.18	-2.45%	2.47	-0.53%	2.76	1.38%
1.32	-8.14%	1.61	-6.22%	1.90	-4.31%	2.19	-2.38%	2.48	-0.47%	2.77	1.45%
1.33	-8.07%	1.62	-6.15%	1.91	-4.24%	2.20	-2.32%	2.49	-0.40%	2.78	1.51%
1.34	-8.01%	1.63	-6.09%	1.92	-4.17%	2.21	-2.25%	2.50	-0.34%	2.79	1.58%
1.35	-7.94%	1.64	-6.02%	1.93	-4.11%	2.22	-2.18%	2.51	-0.27%	2.80	1.65%
1.36	-7.87%	1.65	-5.96%	1.94	-4.04%	2.23	-2.12%	2.52	-0.20%	2.81	1.71%
1.37	-7.81%	1.66	-5.89%	1.95	-3.98%	2.24	-2.05%	2.53	-0.14%	2.82	1.78%
1.38	-7.74%	1.67	-5.82%	1.96	-3.91%	2.25	-1.99%	2.54	-0.07%	2.83	1.85%
1.39	-7.68%	1.68	-5.76%	1.97	-3.84%	2.26	-1.92%	2.55	0.00%	2.84	1.91%
1.40	-7.61%	1.69	-5.69%	1.98	-3.78%	2.27	-1.85%	2.56	0.05%	2.85	1.98%
1.41	-7.54%	1.70	-5.63%	1.99	-3.71%	2.28	-1.79%	2.57	0.12%	2.86	2.05%
1.42	-7.48%	1.71	-5.56%	2.00	-3.65%	2.29	-1.72%	2.58	0.18%	2.87	2.11%
1.43	-7.41%	1.72	-5.49%	2.01	-3.58%	2.30	-1.66%	2.59	0.25%	2.88	2.18%
1.44	-7.34%	1.73	-5.43%	2.02	-3.51%	2.31	-1.59%	2.60	0.32%	2.89	2.24%
1.45	-7.28%	1.74	-5.36%	2.03	-3.45%	2.32	-1.52%	2.61	0.38%	2.90	2.31%
1.46	-7.21%	1.75	-5.30%	2.04	-3.38%	2.33	-1.46%	2.62	0.45%	2.91	2.38%
1.47	-7.14%	1.76	-5.23%	2.05	-3.31%	2.34	-1.39%	2.63	0.51%	2.92	2.44%
1.48	-7.08%	1.77	-5.16%	2.06	-3.25%	2.35	-1.33%	2.64	0.58%	2.93	2.51%
1.49	-7.01%	1.78	-5.10%	2.07	-3.18%	2.36	-1.26%	2.65	0.65%	2.94	2.58%
1.50	-6.95%	1.79	-5.03%	2.08	-3.11%	2.37	-1.19%	2.66	0.71%	2.95	2.64%
1.51	-6.88%	1.80	-4.97%	2.09	-3.05%	2.38	-1.13%	2.67	0.78%	2.96	2.71%
1.52	-6.81%	1.81	-4.90%	2.10	-2.98%	2.39	-1.06%	2.68	0.84%	2.97	2.78%
1.53	-6.75%	1.82	-4.83%	2.11	-2.91%	2.40	-1.00%	2.69	0.91%	2.98	2.84%

OPIS		OPIS		OPIS		OPIS		OPIS		OPIS	
Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC	Posting	FSC
2.99	2.91%	3.28	4.82%	3.57	6.75%	3.86	8.66%	4.15	10.57%	4.44	12.49%
3.00	2.97%	3.29	4.89%	3.58	6.81%	3.87	8.73%	4.16	10.64%	4.45	12.55%
3.01	3.04%	3.30	4.96%	3.59	6.88%	3.88	8.79%	4.17	10.71%	4.46	12.62%
3.02	3.11%	3.31	5.02%	3.60	6.94%	3.89	8.86%	4.18	10.77%	4.47	12.69%
3.03	3.17%	3.32	5.09%	3.61	7.01%	3.90	8.92%	4.19	10.84%	4.48	12.75%
3.04	3.24%	3.33	5.16%	3.62	7.08%	3.91	8.99%	4.20	10.90%	4.49	12.82%
3.05	3.30%	3.34	5.22%	3.63	7.14%	3.92	9.06%	4.21	10.97%	4.50	12.88%
3.06	3.37%	3.35	5.29%	3.64	7.21%	3.93	9.12%	4.22	11.04%	4.51	12.95%
3.07	3.44%	3.36	5.36%	3.65	7.27%	3.94	9.19%	4.23	11.10%	4.52	13.02%
3.08	3.50%	3.37	5.42%	3.66	7.34%	3.95	9.25%	4.24	11.17%	4.53	13.08%
3.09	3.57%	3.38	5.49%	3.67	7.41%	3.96	9.32%	4.25	11.23%	4.54	13.15%
3.10	3.63%	3.39	5.55%	3.68	7.47%	3.97	9.39%	4.26	11.30%	4.55	13.21%
3.11	3.70%	3.40	5.62%	3.69	7.54%	3.98	9.45%	4.27	11.37%	4.56	13.28%
3.12	3.77%	3.41	5.69%	3.70	7.60%	3.99	9.52%	4.28	11.43%	4.57	13.35%
3.13	3.83%	3.42	5.75%	3.71	7.67%	4.00	9.58%	4.29	11.50%	4.58	13.41%
3.14	3.90%	3.43	5.82%	3.72	7.74%	4.01	9.65%	4.30	11.56%	4.59	13.48%
3.15	3.96%	3.44	5.89%	3.73	7.80%	4.02	9.72%	4.31	11.63%	4.60	13.54%
3.16	4.03%	3.45	5.95%	3.74	7.87%	4.03	9.78%	4.32	11.70%	4.61	13.61%
3.17	4.10%	3.46	6.02%	3.75	7.93%	4.04	9.85%	4.33	11.76%	4.62	13.68%
3.18	4.16%	3.47	6.09%	3.76	8.00%	4.05	9.91%	4.34	11.83%	4.63	13.74%
3.19	4.23%	3.48	6.15%	3.77	8.07%	4.06	9.98%	4.35	11.89%	4.64	13.81%
3.20	4.29%	3.49	6.22%	3.78	8.13%	4.07	10.05%	4.36	11.96%	4.65	13.87%
3.21	4.36%	3.50	6.28%	3.79	8.20%	4.08	10.11%	4.37	12.03%	4.66	13.94%
3.22	4.43%	3.51	6.35%	3.80	8.26%	4.09	10.18%	4.38	12.09%	4.67	14.01%
3.23	4.49%	3.52	6.42%	3.81	8.33%	4.10	10.24%	4.39	12.16%	4.68	14.07%
3.24	4.56%	3.53	6.48%	3.82	8.40%	4.11	10.31%	4.40	12.22%	4.69	14.14%
3.25	4.62%	3.54	6.55%	3.83	8.46%	4.12	10.38%	4.41	12.29%	4.70	14.20%
3.26	4.69%	3.55	6.61%	3.84	8.53%	4.13	10.44%	4.42	12.36%	4.71	14.27%
3.27	4.76%	3.56	6.68%	3.85	8.59%	4.14	10.51%	4.43	12.42%	4.72	14.34%

4900 N.W. Front Avenue
Portland, OR 97210-1104
Tel: (503) 228-8850
Fax: (503) 274-7098

SHAVER TRANSPORTATION CO.

Non-Negotiable
BILL OF LADING

Pro#

1 OF 2

Port/Place of Loading	Voyage Number	Barge # / Name	Port/Place of Discharge	On-Carriage Final

SHIPPER	CONSIGNEE	CHARGES
Name	Name	
Street Address	Street Address	
City, State	City, State	
Notify/Contact Phone	Notify/Contact Phone	

Unless otherwise stated herein, the description of the goods or the particulars of the packages mentioned herein are those furnished to the Carrier in writing by the Shipper. The Carrier is not responsible for the correctness of marks, or of the number, quantity, weight, quality, or value of the goods. Carrier acknowledges receipt of the described goods in good order, count, and condition unless noted otherwise above.

UNITS/BULK	DESCRIPTION OF GOODS PROVIDED BY SHIPPER	WEIGHT (In tons)

CARRIER'S LIABILITY FOR LOSS/DAMAGE TO GOODS

Shipper's attention is directed to Section 1 on the reverse side of this Bill of Lading. All goods shall have an agreed release value of $500 per package or customary freight unit unless Shipper declares, and Carrier accepts, a higher release value directly below, and Shipper agrees to pay increased freight.

Shipper's Initials: _____ Release Value: _____ ton/pkg Carrier's Acceptance: _____

SHIPPER'S ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

By signing below, Shipper acknowledges that the terms and conditions of this Bill of Lading, as set forth on the face and reverse hereof and fully reproduced in large format at www.shavertransportation.com/bolterms, apply at all times the goods or packages are in the custody or under the control of Carrier, including before loading to the vessel, during transportation, through discharge from the vessel, and until delivery.

SHIPPER

_____
Authorized Signature Date

SHAVER TRANSPORTATION CO.

_____
Authorized Signature Date

Subject to all terms and conditions on the face and reverse hereof, and as may be reviewed in large format at: www.shavertransportation.com

1. CLAUSE PARAMOUNT
The United States' Carriage of Goods by Sea Act (46 USDC. §1300 *et seq.*) is fully incorporated into this agreement and applies at all times the Goods are in the custody and/or under the control of Carrier, including before loading to the vessel, during transportation, through discharge from the vessel, and until delivery. Carrier is not liable for loss/damage to, or in connection with, the Goods in an amount exceeding $500 per package (or in the event of goods not in packages per customary freight unit), or the equivalent of said sum in other currency, unless a higher release value for the Goods has been declared in writing by Shipper to Carrier prior to loading and inserted on the front of this Bill of Lading and Shipper has paid increased freight resulting from such declaration. No oral declaration or agreement is evidence of a value different from that provided herein. Carrier is not liable to Shipper or any other entity claiming with respect to the Goods, whether for loss, delay, shortage, mis-delivery, failure to deliver or otherwise, in tort, contract or other theory, other than as set forth herein.

2. DEFINITIONS
"Carrier" refers to Shaver Transportation Co. as well as all subcontractors and vessels utilized with respect to the transportation services provided pursuant to this agreement.

"Consignee" refers to the entity identified by Shipper to receive the Goods.

"Entity" refers to all forms of business entities as well as natural persons.

"Goods" refers to those cargoes and items of personal property with respect to which Carrier has been requested to or does perform transportation services pursuant to this agreement, including all packing and packaging of such goods as well as all other items or materials associated with such goods, including without limitation crates, cradles, pallets, containers, etc.

"Package" refers to the largest single unit as to which the Goods are transported, such as a single container, flatbed, platform, trailer, etc., or a single machine or item of equipment, etc., and not the individual contents, boxes, pieces, parts or components thereon, therein or thereof.

"Shipper" refers to the entity engaging Carrier with respect to the Goods and, unless the context herein clearly indicates to the contrary, includes the owner, consignor and consignee of the Goods and all other entities who may have right of claim with respect to the Goods.

3. FREIGHT, CHARGES, PAYMENT, ETC.
Freight is as identified by Carrier in its rate quote, bill of lading, transportation agreement, or tariff, as applicable. In addition to freight, Shipper is responsible for all: assessments, charges, and expenses pursuant to Carrier's bill of lading and/or tariff; dues, taxes, duties, fines and penalties; advances made by Carrier; expenses incurred by virtue of Shipper's acts, omissions, or failure to perform hereunder; and other expenses incurred as a result of any unforeseen or extraordinary circumstance, with respect to the Goods and/or the transportation thereof. Freight and charges based upon inaccurate or incomplete descriptions, instructions, or particulars from Shipper may be recalculated by Carrier at any time.
Freight and all charges are fully and irrevocably earned by Carrier upon tender of the Goods by Shipper to, or commencement of performance by, Carrier, whichever occurs first, and must be paid in advance and prior to delivery unless otherwise agreed in writing by Carrier. All amounts must be paid in U.S. dollars without deduction or offset, with sums which are due but which have not been paid to accrue interest at the rate of one percent (1%) per month from date due until paid in full. Shipper, specifically including all entities identified in the definition of that term, is jointly and severally responsible for the payment of all freight, charges, and other amounts due Carrier hereunder.
Carrier has a lien on the Goods which survives delivery thereof to secure payment of amounts due hereunder; further, Shipper grants Carrier a consensual lien upon all Shipper's cargoes and personal property subsequently in the possession of Carrier to secure payment of such amounts. Carrier may assert its lien rights at any time, withhold delivery until payment is received, and/or hold public or private sale of such goods, cargoes, and/or personal property; in the event of sale, proceeds will first be applied to the costs of sale and then to amounts due Carrier, with the balance, if any, to be remitted to Shipper.

4. HAZARDOUS GOODS
Shipper will identify to Carrier in writing and prior to shipment all goods requiring specialized handling and/or which are dangerous or hazardous in character or nature, and Carrier must specifically assent to undertake the transportation thereof. Shipper will provide complete and accurate information, specifications and handling instructions with respect to any such goods, including safety procedures and emergency contact information, etc. Shipper is responsible for all documentation and compliance with federal, state, and local statutes and regulations applicable to such goods or their transportation, and will certify its compliance with the Department of Transportation's applicable packing, packaging, marking, etc. regulations.

5. DESCRIPTION OF GOODS
Shipper will provide Carrier with, and hereby warrants the accuracy and completeness of, all information, descriptions, particulars, and instructions relating to the Goods, including their nature, characteristics, markings, number, count, weight, dimensions, volume, and quantity as well as any special instructions or conditions applicable to the Goods, upon all of which Carrier is entitled to rely. Shipper will reimburse Carrier for any loss, damage or expense whatsoever resulting from any false, inaccurate, or incomplete information, descriptions, particulars, or instructions provided to Carrier.

6. TENDER OF GOODS
Shipper will tender the Goods to Carrier at the time and place identified by Carrier in good order, count, and condition, and packaged, protected, packed, and stowed sufficiently to withstand the rigors of the contemplated transportation services, including, without limitation, transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements. Carrier may refuse, discharge, store, sell and/or otherwise dispose of any goods which it believes may create a risk of harm to persons and/or property at any time and at Shipper's risk and expense.

7. PERFORMANCE AND LIBERTIES
Carrier has exclusive control over all vessels utilized with respect to the transportation of the Goods. Carrier may call at any port or place to replenish fuel, oil, stores, or other necessaries and/or to make repairs. Carrier may deviate in attempt to save life or property at sea, and with respect thereto may leave the vessel and goods thereon in a position reasonably believed to be safe. Carrier has liberty with respect to the routes, procedures, modes, and methods of transportation, including towage or towage in tandem. Carrier will perform hereunder with due diligence, but does not warrant any particular speeds or departure or arrival times or dates. Carrier may subcontract on any terms the whole or any part of the transportation services hereunder, including with its affiliated or related entities.

8. DELIVERY AND CLAIM LIMITATIONS
Carrier will arrange for delivery of the Goods to Consignee at the location identified on this Bill of Lading. Consignee will inspect, receive, and take the Goods as promptly following unloading as is possible during normal working hours. Goods delivered to Consignee, goods tendered to Consignee but refused or otherwise not received by Consignee, goods seized by governmental authority or legal process, goods not delivered due to Shipper's fault (including inaccuracy or inadequacy of instructions or particulars,) and goods not delivered due to causes beyond Carrier's control are nonetheless deemed delivered to and received by Consignee and Carrier's responsibility with respect to such goods thereupon ceases. Any action taken by Carrier with respect to the Goods thereafter will be performed as Shipper’s agent and at Shipper's risk and expense.

Unless notice of loss or damage and the general nature thereof is provided to Carrier in writing before or at delivery, delivery is prima facie evidence that the Goods have been delivered as described and in the same good order, count, and condition as when received by Carrier; if loss or damage is not apparent at delivery, such notice must be given within three (3) days of delivery. In any event, Carrier is discharged from all liability with respect to loss or damage to, or in connection with, the Goods unless suit is brought within one (1) year of delivery or date when the Goods should have been delivered.

9. FORCE MAJEURE
Carrier is not liable for loss or damage arising or resulting from unseaworthiness unless caused by
Carrier’s want of due diligence. Carrier is not responsible for loss or damage arising or resulting from: act, neglect or default of master, mariner, pilot or services of Carrier in the navigation or management of a vessel; fire, unless caused by the actual fault or private of Carrier; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Shipper, its agent or representative; strikes, 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 Goods; insufficiency of packing; inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of Carrier.

10. NEW JASON/GENERAL AVERAGE
General average will be adjusted, stated, and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at a port or place selected by Carrier, and as to matters not provided for by said Rules according to the laws and usage of the Port of Portland, Oregon, with a tug and barge(s) not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; vessel is not in common peril with another if by disconnecting it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties acknowledge that the Goods are carried in accordance with the recognized custom of the trade.
To the extent required by Carrier, average agreement, bond, and additional security will be furnished by Shipper prior to the discharge or release of the Goods. Any cash deposit is payable in U.S. currency, remitted to an average adjuster of Carrier's choosing, and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.
In the event of accident, danger, damage, or disaster, before or after commencement of voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Carrier is not responsible by statute, contract, or otherwise, the Goods and Shipper will contribute with Carrier and the vessel(s) in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and will pay salvage and special charges incurred with respect to the Goods. If a salving ship is owned or operated by Carrier, salvage is paid for as if such salving ship belonged to strangers.

11. BOTH TO BLAME COLLISIONS
In the event of loss/damage to Goods resulting from collision, if the vessels or either of them should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the vessel(s), Shipper indemnifies Carrier and the vessels from

and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Shipper, the owners of the Goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, the owners of the Goods or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Carrier and/or the vessels. The foregoing applies when the owners, operators, or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.

12. CONSEQUENTIAL DAMAGES
Carrier is not liable for any indirect, consequential, or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss or use or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable.

13. LIMITATION OF LIABILITY
This agreement is not a personal contract, and does not otherwise operate to deny Carrier the benefit of all limitations upon and exemptions from liability afforded to vessel owners by statute, regulation, or rule of law.

14. EXTENSION OF BENEFITS
All exceptions to, exemptions from, defenses to, immunities from, and limitations upon liability granted to Carrier by operation of this agreement or applicable law is automatically extended to: all lawful business entities parent to, subsidiary of, affiliated with or under the management or control of Carrier, including their respective shareholders, members, managers, officers, directors, employees, and agents; all subcontractors of Carrier utilized with respect to the transportation services, including their respective shareholders, members, managers, officers, directors, employees, and agents; and all vessels utilized with respect to the transportation services, including their respective owners, managers, operators, demise charterers, masters, officers, and crewmembers.

15. LAW AND FORUM
The general maritime law of the United States applies to this agreement and performance hereunder to the extent there is a specific general maritime rule of law, but otherwise the laws of the State of Oregon apply. Any suit relating to this agreement or performance hereunder must be filed in, and the parties consent to the exclusive jurisdiction of, the state or federal court located in Portland, Oregon, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

16. COUNTERPARTS AND EXECUTION
This Bill of Lading may be executed in counterparts or by facsimile, with a facsimile signature deemed equivalent to an original signature. This Bill of Lading may be executed by agents or representatives of the parties; upon Shipper’s consent, verbal or otherwise, Carrier may sign for and on behalf of Shipper as its agent for said limited purpose. Upon tender of the Goods to Carrier, Shipper is deemed to have consented to the terms and conditions set forth herein, regardless of whether Carrier's Bill of Lading was actually issued to or executed by Shipper.

17. ENTIRE AGREEMENT
This Bill of Lading and any rate quote, transportation agreement, load confirmation, delivery receipt, invoice and/or other document issued by Carrier with respect to the Goods, and Carrier's tariff, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications and agreements, whether oral or written. This agreement supersedes any document issued by or through any entity other than Carrier, including any Bill of Lading or other document from Shipper. The headings used herein are for reference only, and are not sustentative. This agreement will be construed neutrally, and as the mutual assent of both parties, rather than for or against either party. This agreement may not be altered or amended except through a written instrument executed by Carrier.