



# Coastal Transportation

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(206) 282-9979 (800) 544-2580 FAX: (206) 283-9121  
www.coastaltransportation.com

## NON-NEGOTIABLE BILL OF LADING

TRACKING NO.	DATE	VESSEL	VOYAGE	LOADING PORT/PLACE

CONSIGNEE	DISCHARGE PORT/PLACE	RATE GROUP

SHIPPER	BILL-TO

NOTIFY ON ARRIVAL

### SHIPPER'S DESCRIPTION, LOAD AND COUNT

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Shipper hereby certifies that the above-named materials 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 [49 C.F.R. §172.204].

RECEIVED BY	CARRIER	SHIPPER
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____	Authorized Signature _____ Date _____

### CARRIER'S LIABILITY FOR LOSS/DAMAGE TO GOODS

Shipper's attention is directed to the Bill of Lading terms and conditions set forth below, and in particular sections 8 and 9 for claim procedures and loss/damage limitations. NO MARINE INSURANCE IS PROVIDED BY CARRIER.

Shipper has the option to declare a higher value for the goods immediately below, prior to shipment, for a corresponding increase in freight charges.

Shipper's Initials: \_\_\_\_\_ Declared Value: \$ \_\_\_\_\_ Carrier's Acceptance: \_\_\_\_\_

**Subject to the terms and conditions set forth on the reverse side of this bill of lading, as well as Carrier's tariff, available upon request and published online at: [WWW.COASTALTRANSPORTATION.COM](http://WWW.COASTALTRANSPORTATION.COM).**

## Terms and Conditions

- CONTRACT OF CARRIAGE:** The terms and conditions of this Bill of Lading whether on the front or back hereof constitute the contract of carriage and shall govern the relationship between the carrier and the Merchant. By accepting this Bill of Lading the Merchant agrees to be bound by the terms and conditions on the front and back of this Bill of Lading whether written, typed, stamped, printed or otherwise noted. This Bill of Lading shall supersede all previous agreements, including any booking notes, dock and mate's receipts, and the like, any local customs or privileges to the contrary notwithstanding. None of the terms or conditions of this Bill of Lading shall be deemed to have been waived by Carrier except by express waiver in writing signed by a duly authorized agent of the Carrier. The terms and conditions of this Bill of Lading shall be separable and if any part or term hereof is invalid or unenforceable, the validity and unenforceability of any other part or term shall not be affected. In the event of any inconsistency between the terms and conditions of this Bill of Lading and carrier's relevant Tariff, the terms and conditions of this Bill of Lading shall prevail.
- The Carrier's Tariff rules and regulations are incorporated herein by this reference. Copies of the Carrier's applicable Tariff can be obtained from the Carrier upon request or at [www.coastaltransportation.com](http://www.coastaltransportation.com). It is hereby agreed that the carriage of any through shipment prior to or subsequent to the time that Carrier has custody of the Goods shall be subject to the terms and conditions set forth in the published tariff and/or bill of lading of the inland carrier.
- DEFINITIONS:**
  - "Ship" includes the vessel named in this Bill of Lading, any substituted vessel, craft, tender, lighter or other conveyance that is owned, chartered, or operated by the Carrier and utilized by Carrier with respect to the Goods;
  - "Carrier" shall include Coastal Transportation, Inc., the Ship, her operators, charterers, any substituted carrier and also any Person, to the extent it is bound by this Bill of Lading as a carrier or bailee of the Goods;
  - "Merchant" includes the shipper, the consignee, the owner of the Goods, and the holder of this Bill of Lading and any person owning or entitled to possession of the Goods in this Bill of Lading;
  - "Goods" means the cargo accepted by Carrier from the Merchant;
  - "Person" includes an individual, corporation, partnership, and any other entity;
  - "Freight" means the rates identified by Carrier in its tariff or applicable transportation agreement for transportation of the Goods, as well as all other charges which may be assessed by Carrier pursuant to its tariff or bill of lading with respect to the Goods, including any general average, salvage, special charges, expenses, amounts, and other money obligations whatsoever payable by or chargeable to or for the account of the Goods or Merchant regardless of whether sustained, incurred or paid by Carrier in the first instance;
  - "Package" shall include any assembly of cargo whether or not enclosed, palletized, containerized, shipped in a cradle, skid, flat rack, or any other unitized load, and shall at all times be the largest single shipping unit of the Goods as received by the Carrier from the Merchant;
  - "Destination" means the place of final destination listed on the Bill of Lading, whether a sea port or an inland destination.
  - "Port of Discharge" is the agreed port where the goods shall be discharged from the ship, as noted on the reverse side hereof.
  - "Port of Loading" is the agreed port where the goods shall be loaded onto the ship, as noted on the reverse side hereof.
- MERCHANTS WARRANTY:** Merchant warrants that in agreeing to the terms of this Bill of Lading he is, or has the authority of, the Person owning and entitled to possession of the Goods and this Bill of Lading, and that all descriptions and representations of the Goods provided to Carrier as set forth in this Bill of Lading are true and correct as if furnished in writing by Merchant. Unless otherwise stated herein, the description of the Goods and the particulars of the Packages mentioned herein, are those furnished to the Carrier by the Merchant, and the Carrier shall not be responsible for the correctness of the marks, the number, quantity, weight, gauge, measurement, contents, nature, quality or declared value of the Goods.
- CLAUSE PARAMOUNT:** Except as otherwise provided herein, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States (or where applicable other enactments of the Brussels Convention of August 24, 1924), throughout the entire time during which the Goods are in the custody of or the responsibility of the Carrier, whether acting as carrier, bailee, stevedore or terminal operator, or are otherwise subject to the terms of this Bill of Lading and whether the Goods are carried on or under deck. Carrier shall also have the benefit of all other statutes of the United States or of any other country which may be applicable in the circumstances to grant Carrier exemption from or limitation of liability, except as otherwise specifically provided herein.
- VOYAGE:** The scope of voyage herein contracted for shall include the usual, customary, or advertised ports of call whether or not named in this Bill of Lading, and also ports in or out of the usual, customary, or advertised ports of call whether or not named in this Bill of Lading, and also ports in or out of the usual, customary, advertised or geographical route or order, even though in proceeding thereto the Ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route at any time without notice to the Merchant. The Ship may, either with or without the Goods on board, and before or after proceeding toward the port of discharge, or at any stage of the voyage, sail with or without pilots, depart from her course in any direction and to any extent or she may enter, call, return and remain at, or omit calling at any port or ports once or more often, to secure, load or discharge cargo, fuel, stores, or passengers, or to adjust compasses, dry dock, to go on ways or to repair yards, shift berths, to tow or be towed to save or attempt to save life or property. All of the things mentioned in this paragraph may be done by the ship whenever deemed necessary or advisable by the Carrier, and all of said things, when so done, even though constituting, in effect, another or different voyage or an abandonment of the voyage, shall be deemed to have been included in the intended contract voyage, and shall not be considered deviations. Carrier makes no warranties as to when the Goods will be delivered at the Port of Discharge or that the Goods will be delivered by any particular use or market otherwise than with a reasonable dispatch. Accordingly, Carrier shall not be liable for failing to deliver the goods by or on a certain date or time. Carrier shall not in any event be liable in any capacity for any delay, non-delivery, loss or damage occurring while the Goods are not in its actual custody.
- LOADING AND DISCHARGING:** Except at Carrier's regular Seattle terminal, the Goods shall not be deemed to have been received from Merchant by Carrier until such time as the Ship's port of Loading. At all places of loading other than Carrier's regular Seattle terminal, Carrier acts solely as agent for Merchant for its account and expense, in receiving or retaining the Goods prior to the time the Goods are secured to, or after the Goods are released from, Ship's tackle. Merchant and the Goods shall bear all risk of loss of damage occurring before or after the Goods are secured to or after they are released from Ship's tackle, resulting from any cause whatsoever, including negligence of Carrier or its agents, it being understood that the rates published in Carrier's tariff do not include services on-shore, except at its regular Seattle terminal or in connection with through rates as provided in carrier's tariff rules and regulations. The vessel may commence discharging upon arrival at the port of discharge without notice to Merchant, onto any wharf, craft or place that Carrier may select. Except at Carrier's Seattle terminal, Carrier shall not be obligated to furnish or arrange for heating, refrigeration or cooling facilities for the Goods or to provide or arrange for covered storage before loading or after discharge.
- LIGHTERAGE:** The Carrier does not undertake to lighten the Goods to or from shore at any port. Lighterage at all ports, whether or not necessary or customary, shall be at the risk of the Merchant and the Goods and any lighterage charges, whether separately stated or included in the Freight, are received by Carrier for the account of Merchant or Goods for disbursement to the lighterage firm performing the lighterage. In receiving and disbursing lighterage charges, and in employing or appointing lighterage firms and contractors, the Carrier acts solely as agent for the Merchant or the Goods, and is not responsible for the character, condition or seaworthiness of lighters, or of any fault or negligence of lighterage men, the carrier's responsibility being strictly limited to its own time, and ceasing absolutely, in all such cases and under all such circumstances, when the Goods are free of the Ship's tackle.
- STOWAGE:** The Goods may be stowed on or under deck at Carrier's option. When Goods are stowed on deck they may be deemed by this provision to be stowed as agreed to by Merchant and shall be carried at the risk of the Merchant and Goods as to all perils inherent in such stowage and carriage, whether or not specific notation to that effect has been made on the face of this Bill of Lading. Goods stored in the poop, forecastle, deck house, shelter deck, bridge deck, passenger space, or in any covered space commonly used for the carriage of goods, shall for all purposes whatsoever be deemed to have been stowed on the deck. Specially heated, cooled, or ventilated storage is not to be furnished by Carrier unless indicated on the face of this Bill of Lading and extra freight charges have been paid. Goods stowed in any specially heated, cooled, or ventilated compartments are carried at the sole risk of the Merchant and the Goods. Carrier shall not be liable for any loss or damage occasioned by fluctuation in temperature, refrigeration, defects, insufficiency, explosions, breakdowns, derangement or failure of any refrigeration plant or part thereof, or any material used in the process of refrigeration unless such loss or damage is proven to have been caused by the negligence of the Carrier for which the Carrier is not by law entitled to exemption.
- HEAVY LIFTS:** Merchant and the Goods shall be liable to pay extra handling charges in accordance with Carrier's tariff rates effective at the time of shipment for carriage of Goods consisting of single pieces or Packages weighing 6,000 lbs. or more. The weight of a single piece or Package weighing 6,000 lbs. or more must be declared in writing by the Shipper and clearly and durably marked on the outside of the piece or Package in letters and figures not less than two inches high. If the weight of any such piece or Package is incorrectly so or is not declared or marked thereon or declared in writing to Carrier, the Merchant and the Goods shall be liable for any resulting loss or damage and any increased charges and expenses assessed or incurred by the Carrier for or in the handling thereof.
- FRUIT AND VEGETABLE CLAUSE:** The Carrier is not responsible for damage or loss to fruits, vegetables or other perishables due to deterioration, decay, rot, heat or frost nor for marked, cut or stained bags, boxes or crates. Fruits, vegetables and other perishable goods are carried only at the risk of Merchant and the Goods.
- SUFFICIENCY OF PACKING AND MARKING:** The Carrier shall not be liable for loss or damage to Goods due to insufficiency of packing, whether such insufficiency is apparent to the Carrier at the time of delivery or not, and whether or not exception thereto is noted on the face of this Bill of Lading, and even though the Goods may have been received herein to have been received in apparent good order and condition. The Carrier shall not be liable for failure to deliver in accordance with leading marks, unless such marks have been clearly and durably stamped or marked by the Shipper before shipment upon the outside Goods or Packages in letters and numbers not less than two inches high, together with the name of the Port of Discharge. Goods which cannot be identified as to marks or numbers, cargo sweepings and any unclaimed Goods not otherwise accounted for shall be allocated equally among the consignees of Goods of like character carried on the same voyage. The Merchant and the Goods shall be liable for all expense of mending, coverage, bailing or reconditioning of the Goods or Packages and gathering of loose cargo or contents of Packages; also for any payment, expense, fine, duty, dues, tax, import, loss, damage or detention sustained or incurred or levied upon the Carrier of the Ship in connection with the Goods, howsoever caused thereof, whether under seizure of legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Packages or description of the contents, failure of the Merchant to provide consular Board of Health or other certificates required to accompany the Goods by laws or regulations of any kind imposed with respect to the Goods by authorities at any port or place, or any act or omission of the Merchant.
- RISKS AND FORWARDING:** Whenever the Carrier may deem it advisable in any situation whatsoever or wheresoever occurring or in any case where the Goods are consigned to a port where the Ship does not expect to discharge, or if because of conditions of any kind, not due to the fault of the Carrier, actual, reported, threatened, or anticipated before commencement of or during the voyage, or after arrival, it is or will be, in the judgment of the Carrier, unsafe, imprudent, unlawful or impracticable to proceed or to continue the voyage to, or discharge all or any other Goods at said port, or if any such conditions may, in the judgment of the Carrier, give rise to capture, seizure, detention, damage, delay or disadvantage to, or loss of, the Ship or any part of her cargo, or to delay or difficulty in arriving or discharging at or leaving the Port of Discharge, or for the usual place of discharge in such port, or if, for any reason, the Goods or any part thereof cannot be, or are not found aboard upon arrival, or are for any other reason not milder at the port of discharge, the Carrier may without notice, discharge the Goods at any other port or place, and store them on shore or on craft, or retain the Goods on board and proceed or return to or toward the port of discharge or any port of transshipment, directly or indirectly, via any other ports or places, with full liberty of call and deviation as provided elsewhere in this Bill of Lading, and there discharge the Goods and store them on shore or on craft, or may forward or transship the whole or any part of the Goods, at any place or places even though outside the scope of the voyage or the route, to or beyond the port of discharge or the destination of the Goods, by any other means of transportation, whether operated by the Carrier or others, and whether departing or arriving or scheduled to depart or arrive before or after the ship indicated on the face of this Bill of Lading.
- NOTICE OF DELIVERY:** When the Goods have been delivered as provided herein the Carrier shall be considered freed from any further responsibility in respect thereof except to mail notice of the disposition of the Goods, directed to the Merchant named in the Bill of Lading at such address as may be stated therein. Any and all action taken under this paragraph by the Carrier shall be at the risk and expense of the Goods, the Carrier's liability ceasing in all such circumstances, when the Goods have been released from (a) the Ship's tackle at the port of discharge; or (b) in the case of an intermodal shipment, from the inland carrier's custody.
- TRANSHIPMENT:** If the Goods are destined for a port or destination not served by Carrier, then the Goods will be transhipped or forwarded at the agreed Port of Discharge served by the Ship. In such case, Carrier will have no further duty or responsibility to the Merchant or the Goods from the moment the Goods are released from the Ship's tackle at such port of discharge, and this Bill of Lading will serve only as a document of title hereafter. The Carrier, in making arrangements for any transshipment or forwarding by any means of transportation to a destination not covered by the Bill of Lading shall be considered only as a forwarding agent, acting solely for the convenience of the Merchant, without any responsibility whatsoever. Pending or during transshipment the Goods may be stored on shore or afloat at their risk and expense and the carrier shall not be liable for detention or demurrage as a result thereof.
- PORT CLAUSE:** The ship may commence discharging the Goods, and the port authorities are hereby authorized to grant a general order for discharging the Goods, immediately upon arrival of the Ship at the Port of Discharge, or another port as provided in Clause 5 herein. Carrier, without giving notice of the Ship's arrival or of the Goods' discharge, may discharge the Goods directly as they come to land, or at onto any wharf, craft or place that the Carrier may select continuously, Sundays and holidays included, with or without intermission, at all such hours by day or by night as the Carrier may determine, no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if any required heat, refrigeration or special cooling facilities are not arranged or furnished by Merchant during loading or discharge, or any part of the time that the Goods are upon the wharf, lighter, or other place of discharge. Landing and delivery charges and pier dues shall be at the expense of the Merchant and the Goods unless expressly included in the freight charges for the Goods. Delivery of the Goods shall be accepted by merchant, (a) where the Destination is the Port of Discharge, from Ship's tackle as the Goods are released from the Ship's tackle, and (b) where Destination is an inland location listed on the Bill of Lading, within 24 hours of arrival at Destination, whether or not notice of arrival and/or discharge has been given. If the Goods are not so received and taken away by the Merchant, the Goods may, at Carrier's option and subject to Carrier's lien, be entered at customs (if required), sent to storage or warehouse, or be permitted to lie where unloaded, but always at the expense and risk of the Merchant and the Goods. The responsibility of the Carrier, in any capacity shall whatsoever cease, and the Goods shall be considered to be delivered and at their own risk and expense in every respect, when taken into custody of customs or other governmental or port authorities.
- COMPLIANCE WITH GOVERNMENT ORDERS:** The Carrier shall have liberty to comply with any orders or directions as to loading, departure, arrival, turns, ports of call, stoppages, discharge, marking, remarking, destination, delivery, or otherwise whatsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by committee or person having, under the terms of the war risk insurance of the Ship, the right to give such orders or directions. Delivery or other disposition of the Goods in accordance with such government orders or directions shall be a fulfillment of the contract voyage.
- BOTH TO BLAME COLLISIONS:** If the Ship comes into collision with another vessel or other vessels or any other object as a result of the negligence of the other vessel or vessels or other object or of those charged with the operation or maintenance thereof, and any act, neglect or default of the master, mariners, pilot or servants of the Carrier in the navigation or in the management of the Ship, the owner of the Goods carried hereunder will indemnify the carrier against all loss or liability to the other non-carrying vessel(s), or other object, or her, or its or their owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever to the owners of said goods, paid or payable by the other or non-carrying vessel(s), or other object, or her, or its or their owner to the owners of said goods or set-off, recouped or recovered or subject to set-off or recoupment or recovery by the other or non-carrying vessel or vessels or other object, her, or its or their owners as part of their claim against the Ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.
- GENERAL AVERAGE (NEW JASON CLAUSE):** General Average shall be payable according to the York-Antwerp Rules of 1974 and as to matters not therein provided for, according to the usages of the Port of Seattle, and to be stated in Seattle, in the event of accident, danger, damage, or disaster (including fire) before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute or contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the carrier in General Average to the payment of any sacrifices, losses or expenses of General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such sailing ship belonged to or were operated by others. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the Goods, and any salvage and special charges thereon shall, if required, be made by the Goods or Merchant(s) with the Carrier before delivery of the Goods.
- FIRE:** Neither the Carrier nor the Ship, nor any corporation subsidiary to or affiliated with the Carrier, shall be liable for any loss or damage to the Goods by reason or by means of any fire occurring at any time, including fires occurring before loading or on or after discharge from the Ship, unless such fire shall have been caused by the design or neglect and actual fault or privity of Carrier. The Carrier's liability, if any, for any loss or damage to the goods by reason of fire shall be determined under 46 United States Code Section 182.
- FREIGHT LIEN:** Freight shall be payable on actual gross intake weight or measurement or, at carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant herein, but the Carrier may at any time open the Packages and examine, weigh, measure and value the Goods. If Merchant's particulars are found to be erroneous, any additional freight due Carrier as a result thereof shall be charged and payable by Merchant and the Goods. The Goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the Goods. Full Freight hereunder to Port of Discharge and all charges shall be considered completely earned upon receipt of the Goods by Carrier, whether Freight be stated or intended to be prepaid or to be collected at destination, and the Carrier shall be entitled to all Freight due hereunder, whether actually paid or not, and to receive and retain them without deduction or refund under all circumstances whatsoever, Goods damaged or undamaged, Ship and/or Goods lost or not. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere, any forwarding of the Goods or any part thereof shall be at the risk and expense of the Goods and Merchant. All unpaid Freight shall be paid in full without any offset, counterclaim or deduction in United States currency, or at Carrier's option, in the currency of the port of discharge (if not in the United States or any of her possession) at the demand rate of New York or Seattle exchange (at Carrier's option) as quoted on the day of the Ship's entry at the custom house of the port of discharge. The Carrier shall have lien on the Goods, which the Carrier, whether Freight be stated or intended to be prepaid or to be collected at public or private sale and without notice. The shipper and consignee shall be jointly and severally liable to the Carrier for the payment of all Freight and for the performance of each of their obligations hereunder. If Freight earned by Carrier for carriage of the Goods are not paid within 30 days of billing, then the Merchant agrees that Carrier is entitled to interest on the unpaid amount at the maximum rate allowed by law and in addition Merchant agrees to pay Carrier hereunder. Payment of Freight to a freight forwarder, broker, or anyone other than Coastal Transportation, Inc. or its authorized agent shall not be deemed payment to the carrier and shall be made at payor's sole risk.
- LIMITATION OF LIABILITY AND VALUATION:** Neither the Carrier nor the Ship shall in any event be or become liable for any loss or damage, to or in connection with the transportation of Goods in an amount exceeding \$500.00 per Package. Invaluable money of the United States, or in the case of Goods not shipped in Packages, per customary freight unit, unless the nature and value of the Goods is declared in writing by Shipper before delivery of the Goods to Carrier, inserted on the front of this Bill of Lading in the space provided therefor, and a n/a extra Freight is paid by Merchant as required by Carrier's Tariff. If the actual value of the Goods per Package or customary freight unit exceeds such declared value, the Goods' value shall nevertheless be deemed to be the declared value, and Carrier's liability, if any, shall not exceed the Goods' declared value. Where Goods have been packed in a container or similar article of transport by or on behalf of the Merchant, and the Bill of Lading does not describe the number of packages or customary freight units constituting the shipment, it is expressly agreed that such container or similar article of transport shall be considered a single Package or freight unit for the purpose of the limitation of liability provided for herein. Any partial loss or damage to the Goods shall be adjusted pro rata on the basis of the Goods' declared value. If the Goods' declared value has been willfully, knowingly or fraudulently misstated, Carrier shall not be liable for any loss or damage to the Goods. In no event shall this Clause 21 operate to increase the Carrier's liability to an amount exceeding the Goods' market value at the port of discharge. In no event shall Carrier be responsible for any loss of profit or consequential damages. In lieu of paying damages, Carrier shall have the option of replacing any lost Goods and replacing or reconditioning any damaged Goods. No oral declaration or agreement shall be evidence of a value different from that provided on the face of the Bill of Lading.
- NOTICE, CLAIM AND TIME FOR SUIT:** Unless notice of loss or damage and a general statement of the nature of such loss or damage be given in writing to the Carrier at the Port of Discharge, other Destination, or place of actual delivery before or at the time of delivery of the Goods, or within three (3) consecutive days after delivery if the loss or damage is not apparent at the time of delivery, the Goods shall be deemed to have been delivered as described in the Bill of Lading. The Carrier shall not be liable for any loss or damage to the Goods unless written particulars of the loss or damage shall be received by the Carrier within thirty (30) days after receipt of the notice of loss or damage herein provided for. In any event the Carrier and the Ship shall be discharged from all liability in respect of loss or damage to the Goods unless it is brought within one (1) year after delivery of the Goods or the time when the Goods should have been delivered.
- HAZARDOUS GOODS:** If the Carrier agrees, in its sole discretion, to carry the Goods of an explosive, inflammable, radioactive, corrosive, poisonous, or dangerous nature ("Hazardous Goods"), Merchant hereby agrees to indemnify, and hold Carrier harmless from any and all loss, damage, or injury to the Ship, other Goods or Persons directly or indirectly resulting from carriage of such hazardous Goods. Merchant shall indemnify and hold Carrier harmless from any and all loss, damage or injury to the Ship, other Goods, or Persons directly or indirectly resulting from carriage of Hazardous Goods. In addition, Merchant shall (a) provide to the Carrier the nature, name, label and classification of the Hazardous Goods and the method of rendering them innocuous, (b) ensure that the nature of the goods is clearly and permanently marked on the outside of each package, and (c) all documents or certificates required by any applicable statute or regulation have been provided to Carrier. In the event that Carrier conveys a reasonable belief that the Hazardous Goods pose a danger to Carrier, Ship, cargo, persons and/or other property, Carrier may have such goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of without compensation to Merchant. Carrier, in its sole judgment, may reject or refuse to load goods if they are improperly marked or labeled, or pose a threat to person or property, in Carrier's sole discretion.
- EXTENSION OF BENEFITS:** All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading or by COGSA or by any applicable statute for the benefit of the Ship or Carrier, shall also apply to and for the benefit of the master, officers and crew of the Ship and to and for the benefit of all corporations or business entities which are the parent of, subsidiary to, affiliated with, or under the same management as Carrier, as well as all directors, officers, employees, and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Ship or Carrier as employees, servants, agents, or contractors of Carrier (including without limitation, stevedores and terminal operators, or other independent contractor performing any of Carrier's obligations under the contract of carriage or acting as bailee of the goods) and the directors, officers, employees, servants, agents, and subcontractors of such parties.
- ALTERATION, INTERPRETATION:** Any alteration, addition, or erasure on this bill of lading which will be made without the special notation of an agent of the Carrier issuing this Bill of Lading shall be without effect, and this Bill of Lading shall be enforceable according to its original tenor.
- HEADINGS FOR CONVENIENCE:** The headings of the above clauses are for the convenience of reference only and shall not affect the interpretation of terms of this Bill of Lading.
- JURISDICTION AND VENUE:** All disputes arising under this Bill of Lading shall be determined in accordance with United States law. Any suit against the Carrier or Ship for any cause of action under this Bill of Lading or the carriage of the Goods shall be filed only in the United States District Court for the Western District of Washington, which court shall have exclusive jurisdiction of such suit.



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