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TARIFF STB AICN 00001

NAMING RULES, TERMS, CONDITIONS AND BREAK-BULK FROZEN SEAFOOD FREIGHT RATES

FOR WATER/RAIL TRANSPORTATION AND RELATED SERVICES

SOUTHBOUND BETWEEN
DUTCH HARBOR, ALASKA
AND NAMED PLACES IN THE EASTERN UNITED STATES

ISSUED BY:

AMERICAN SEAFOODS COMPANY LLC 2025 First Avenue, Suite 900 Seattle, WA 98121 Contact: Per Brautaset Telephone: (206) 448-0300

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AICN

Issue Date: August 28, 2006 Effective Date: September 26, 2006 Expiration Date: Until Canceled

REVISION CHECK SHEET

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TARIFF SUPPLEMENTS

None

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PARTICIPATING CARRIERS

SCAC Alpha Code	Name of Carrier
AICN	American Seafoods Company LLC
NBSR	New Brunswick Southern Railway Company Limited

DEFINITIONS

Carrier Carrier refers to American Seafoods Company LLC, its subcontractors,

authorized agents and all directors, officers and employees thereof.

Consignee refers to the entity identified by Shipper to receive the goods. Consignee

Goods Goods refers to those items of personal property with respect to which Carrier has

> been requested to or does provide services, including all packing and packaging thereof as well as all other articles or materials associated therewith, including, but without limitation, crates, cradles, pallets, and containers. The terms "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces,"

"packages," "commodities," and "personal property."

Shipper Shipper refers to the entity engaging Carrier with respect to the goods, unless the

> context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and all others who may have a right of claim by,

through or with respect to the goods.

ABBREVIATIONS

LBS Pounds MT Metric Tons 2,000 pounds or 40 cubic feet, whichever produces the greater revenue WM

United States Dollars USD

REFERENCE MARKS

Denote increase Denote decrease

Denote no change in rates Denote reissued matter or page

Denote a change in wording resulting in neither an increase nor decrease

Denote an addition Denote a deletion

Subject to an expiration date

TARIFF STB AICN 00001 ORIGINAL PAGE 6

RULES, TERMS AND CONDITIONS OF SERVICE

		Item No.
<u>Applicati</u>	on of Rates - General	100
(1)	Rates apply via a combination of water-rail routes.	[
(2)	Goods to named places herein will be accepted and handled only when the quantity offered equals or exceeds a quantity of 500 metric tons.	
(3)	Rates do not include pick up in Alaska other than at Dutch Harbor.	
Applicati	on of Rates – Estimated Freight Charges	101
electronic shipment moved un the basis of facts conc Estimates represent	means, an estimate of the freight, fuel, and Customs or in bond charges applicable to any given shipment moved or to be der the provisions of this tariff. The estimate will be given on of the effectively published tariff provisions according to the erning the shipment which have been made known to Carrier. are furnished as a convenience to the shipping public, and nothing more than an approximation of freight charges which is ag on either party.	
Frozen Se	eafood Freight Rates	102
The freigh	at rate for shipment of frozen seafood is:	:
	USD 350.00 per metric ton	
Applicable	e to deliveries in Boston, MA and New Bedford, MA.	
Fuel Surc	harge	103
	transportation of all shipments is subject to a fuel surcharge of 0 per metric ton.	
		L

	Item No.
Customs or In Bond Shipments	104
 Shipments moving under United States Customs Bond will move on one bill of lading and will not be allowed to mix on the same bill of lading with shipments not moving under Customs bond. When shipments move under United States Customs Bond or delivery by carrier is required to be made under United States Customs supervision, a charge of USD 35.00 per shipment will 	
be assessed.	200
Bills of Lading, Freight Bills and Statements of Charges – Documentation	200
<u>Documentation</u>	
Upon request, Carrier will provide the following documentation as part of the transportation services:	
(1) Bill of lading, as set forth in Item 201, which shall be deemed to have been issued for each shipment.	
(2) Freight Bill.	
Bills of Lading	201
The front page and full terms and conditions of Carrier's bill of lading shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed between Shipper and Carrier in writing, and the individual terms and conditions of Carrier's bill of lading are fully incorporated into this tariff as if separately set forth herein. Copy attached: 2006 AMERICAN SEAFOODS BILL OF LADING	
Changes to Tariff	300
Changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a new revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.	
Example: "1st Revised Page 7" cancels "Original Page 7" "2d Revised Page 7" cancels "1st Revised Page 7 and "Original Page 7"	

	Item No.
<u>C.O.D.</u>	301
8	
Collect on delivery (C.O.D.) shipments will not be accepted.	
<u>Lien</u>	302
Carrier shall have a lien upon all goods transported hereunder, which lien	
shall survive delivery, to secure payment of sums due hereunder. Carrier may assert such lien rights at any time, including withholding delivery	
until full payment is made and/or public or private sale of the personal	
property is effected; sale proceeds shall be first applied to all costs of	
sale, then to all sums due Carrier, with the balance to be paid to Shipper.	
Effective Dates	303
<u> </u>	303
Shipments are governed by the rates and rules in effect on the date that	
the shipment(s) are physically received by Carrier.	
Explosives, Hazardous Materials, Hazardous Waste and other	304
Dangerous Goods	
0.5547	
Carrier refuses to carry any goods that in its judgment are hazardous,	
dangerous, objectionable or otherwise likely to injure any container,	
equipment, or other personal property, or which, in Carrier's judgment,	
are not able to be safely loaded, stowed, secured, unloaded or delivered.	
Shipping Temperature	305
All goods are to be shipped at a temperature loss than or equal to magative	
All goods are to be shipped at a temperature less than or equal to negative twenty-two degrees centigrade.	
Insurance	306
Tibut and	500
Rates named herein do not include any first party or Shipper's interest	
cargo insurance provided by Carrier for the benefit of Shipper.	
Water, Transportation By - Carriage of Goods By Sea	307
Any portion of the transportation of goods by water shall be subject to	
the Carriage of Goods By Sea Act (46 U.S.C. § 1300 et seq.) and the	
liability of Carrier for loss or damage to the goods shall be limited as	
follows: neither Carrier nor the vessel shall be liable for any loss or	
damage to or in connection with the transportation of the goods in an	
amount exceeding USD 500 per package or the equivalent in other	
currency (with any Shipper provided container to be considered the	
relevant package) or for goods not shipped in packages, per customary	
freight unit, unless the nature and value of such goods have been declared	
in writing by Shipper to Carrier before shipment and inserted on the front	
of the bill of lading, and Shipper has paid increased freight charges	
resulting from such declaration.	

	Item No.
Water, Transportation By - Rules of Coast Guard	308
The transportation of goods by water shall be subject to all rules and	
regulations prescribed by the U.S. Coast Guard.	200
Value, Declaration of Higher (Ad Valorem)	309
Shipper has the option of declaring a higher valuation for the goods pursuant to Section 10 of the Carrier's bill of lading published at Item 201. Should Shipper wish to declare a higher valuation for the goods, Shipper must either inform Carrier in writing of such higher value before the goods are shipped (in which event Carrier shall be authorized to utilize such value and to insert it on the face of the bill of lading) or must insert such higher value in the appropriate space on the front of the bill of lading before goods are shipped; in declaring a higher value, Shipper expressly agrees to pay an additional charge at the rate of five percent (5%) of such higher value. In the event of a declaration of higher value by Shipper, Carrier's maximum limit for liability shall not exceed such declared higher value, with claims for loss or damage to goods adjusted as set forth in Section 10 of the bill of lading published at Item 201.	
Unless Shipper has declared a higher value as set forth in this Item and has paid the additional charge therefore, Shipper agrees that the goods received and transported on the basis that the Carrier's maximum liability for loss of or damage to such goods shall be USD 800.00 per package or freight unit for all goods.	210
Weight – Billing	310
Weights provided by Shipper and shown on the bill of lading are subject to verification by Carrier, and the actual scale estimated or agreed weight as ascertained by Carrier will be the applicable weight of the goods.	

- (4) Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.
- (5) Written claim for loss/damage, specifying the particulars thereof, must be filed with the Carrier within nine months of delivery or the date by which the goods should have been delivered.
- (6) Any suit against the Carrier must be filed within two years from the date that the Carrier provides written notice that it has disallowed a claim or any part of a claim specified in the notice.
- (7) There shall be no recovery against Carrier until freight and all charges due Carrier have been paid in full.
- (8) In the event of loss or injury occurring in the custody of Carrier, the liability of Carrier will be determined by the bill of lading and the law applicable to water transportation. The liability of the delivering carrier is the same as that of the water carrier.

Offers of compromise from Carrier and communications from Carrier's insurer shall not constitute a disallowance of a claim or any part thereof.

Loss/Damage Claims, Filing of

A claim for loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver and the like, shall not be paid by Carrier unless filed with Carrier within the time limits applicable thereto and as otherwise may be required by law, the terms and conditions of the bill of lading or transportation agreement and all tariff provisions applicable thereto as follows:

- (1) A written and/or electronic communication (when agreed to by Carrier and Shipper or Receiver involved) from the claimant must be filed with Carrier within the appropriate time limit.
- (2) Such communication must contain facts sufficient to identify the shipment of goods.
- (3) Such communication must assert that Carrier is liable for the alleged loss, damage, etc.
- (4) Such communication must make a claim for a specific or determinable amount of money.

Provided that, where claims are electronically handled, procedures are established to ensure reasonable carrier access to supporting documents.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, inspection reports, bills of lading or other documents issued by Carrier or their inspection agencies, standing alone, shall not be sufficient communication for purposes of this Item, whether or not such indicates the extent of loss, damage, etc. and/or a dollar figure for such loss, damage, etc. Whenever a loss, damage, etc. claim is presented against Carrier for an uncertain amount, such "USD -100 more or less," Carrier shall determine the condition of the goods involved at the time of delivery, if it was delivered, and shall ascertain as nearly possible the extent, if any, of the loss, damage, etc. for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance herewith.

If investigation of a claim develops that one or more other carriers have been presented with a similar claim on the same shipment, Carrier investigating such claim shall communicate with each such other carrier and, prior to any agreements entered into, between, or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant of his/her title to the property involved or his/her right with respect to such claim.

Loss/Damage Claims, Acknowledgement of

Item No.

402

Carrier shall, upon receipt of a loss, damage, etc. claim in the manner described herein, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt, unless Carrier shall have paid or declined such claim in writing or electronically within 30 days of the receipt thereof. Carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.

Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the acknowledgement of receipt. At the time such claim is received, Carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Carrier's acknowledgement of receipt to claimant. Carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering the shipment, unless Carrier has otherwise established an orderly and consistent internal procedure for assuring:

- (1) That all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim;
- (2) That all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
- (3) That such procedures prevent the duplicate or otherwise unlawful payment of claims.

Item No. Loss/Damage Claims, Investigation of 403 Prompt Investigation: Each loss, damage, etc. claim filed with Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to Carrier's receipt thereof. Supporting Documentation: When a necessary part of an investigation and/or when requested by Carrier, each claim shall be supported by the original bill of lading, evidence of freight charges, if any, and either the original invoice, a photographic copy of the original invoice, or an exact copy thereof or any extract made therefrom, certified by the claimant to be true and correct with respect to the goods and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions, of any nature whatsoever and the terms thereof, or depreciation reflected thereon; Provided, however, that where goods involved in a claim have not been invoiced to Consignee shown on the bill of lading or where an invoice does not show price or value, or where the goods involved have been sold, or where the goods have been transferred at booking values only, Carrier shall, before voluntarily paying a claim, require the claimant to establish destination value in the quantity, shipped, transported, or involved; *Provided, further*, that when supporting documents are determined to be a necessary part of an investigation, the supporting documents are retained by Carriers for possible inspection by applicable federal agencies. Verification of loss: When an asserted claim for loss of an entire shipment cannot be otherwise authenticated upon investigation, Carrier shall obtain from Consignee a certified statement in writing that the goods for which the claim is filed have not been received from any other source. Loss/Damage Claims, Disposition of 404 Subject to the provisions of this tariff, Carrier, upon receipt of a loss, damage, etc. claim as required herein, shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by Carrier; Provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt thereof, Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise

the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain

a copy of such in its claim file thereon.

Processing of Salvage

Item No.

405

Whenever goods transported by Carrier are damaged or alleged to be damaged and are, as a consequence thereof, not delivered or rejected or refused upon delivery to the owner, consignee, or person entitled to receive such goods, Carrier, after giving due notice, whenever practicable to do so to the owner and other parties who may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such goods directly or by the employment of a competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. Carrier shall create an itemized record sufficient to identify the goods involved so has to be able to correlate them to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of goods a successive lot number and note that lot number on its record of the shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage goods shall be made directly to an agent or employee of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers or managers has any interest, financial or otherwise, Carrier's salvage records shall fully reflect the particulars of each transaction, relationship, or both as the case may be.

Upon receipt of a claim on a shipment on which the salvage has been processed in the above-described manner, Carrier shall record in its claim filed thereon the lot number assigned, the amount of money, if any, recovered from the disposition of the goods, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

		Item No.
Ove	charge Claims, Conditions Precedent	406
respe	following are condition precedents to recovery against Carrier with ect to any overcharge claim, whether for overcharge, duplicate tent, over collections or otherwise:	
1.	Shipper must contest the original bill or subsequent bill within 180 days of its receipt in order to have the right to contest such charges.	
2.	Suit against Carrier must be filed within 18 months after such claim accrues, or within 3 years after such claim accrues in the event the claimant has filed a complaint with the Surface Transportation Board.	
3.	The time limitations set forth in paragraph 2, above, shall be extended 6 months from the time written notice is given to the claimant by the Carrier of any disallowance of any part of the claim specified in the notice if a written claim is given to Carrier within those limitation periods. The limitation periods are extended for 90 days from the time Carrier begins a civil action if Carrier has separately sued with respect to the same transportation within the limitations period or Carrier collects the charge for that transportation (without bringing a civil action) if that collection occurs within the limitations period.	
Over	charge Claims, Filing of	407
overonthe Comments Americal claim trans withi to dis	ercharge claim, whether for overcharge, duplicate payment, collection or otherwise, shall not be paid unless filed in writing with arrier that collected the freight and other transportation charges. Fican Seafoods Company LLC shall be the carrier to process all such as. When claim is filed with another carrier participating in the portation, that carrier shall transmit the claim to American Seafoods in 15 days after receipt of the claim. If American Seafoods is unable upose of the claim for any reason, the claim may be filed with or ferred to any participating carrier for final disposition.	
	gle claim may include more than one shipment provided the claim ch shipment involves: (1) the same tariff issue or authority or circumstances; (2) single line service by the same carrier; or (3) service by the same interline carriers.	

		Item No.
Over	charge Claims, Investigation of	409
(a) (b)	Upon receipt of a overcharge claim, whether written or otherwise, Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 410. If Carrier discovers an overcharge, duplicate payment, or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Item 413.	
(c)	In the event Carrier processing the claim requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written or electronically transmitted claim must be filed before Carrier becomes subject to the time limits for setting such a claim under Item 412.	
Over	charge Claims, Record of	410
assign documents correst electroperting numb	e time a claim is received, Carrier shall create a separate file and it a successive claim file number and note that number on all ments filed in support of the claim and all records and spondence with respect to the claim, including the written or onic acknowledgment of receipt required under Item 411. If the to the disposition of the claim, Carrier shall also note that her on the shipping order and delivery receipt, if any, covering the ment involved.	
Over	charge Claims, Acknowledgement of	411
ackno 30 da declir shall	receipt of a written or electronically transmitted claim, Carrier shall awledge its receipt in writing or electronically to the claimant within ys after the date of receipt except when Carrier shall have paid or need the claim in writing or electronically within that period. Carrier include the date of receipt in its written or electronic owledgement, which shall be placed in the file for that claim.	

Unidentified Payments

Carrier shall have an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which properly to apply such a payment, it shall notify the payor of the identified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, it may treat the unidentified payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this tariff shall be applicable.

Notice under this Item shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; the payor's name; and any additional basic information Carrier is able to provide.

The final notice also must inform payor that: (i) Applicable regulations allow Carrier to retain conditionally the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.

Upon Carrier's receipt of information from the payor, Carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Carrier's determination that such payment was applicable to particular freight charges lawfully due. Where no refund is made by Carrier, Carrier shall advise the payor of its right to file a formal claim for refund in accordance with the regular claims procedures set forth in this tariff.

When a carrier which participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify American Seafoods Company LLC. When American Seafoods discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or overcollection exists for any transportation charge which has not been the subject of a claim, American Seafoods shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

	Item No.
Overcharge Claims, Disposition of	413
Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt, except where the claimant and said Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If Carrier declines to pay a claim or makes settlement in an amount different from that sought, it shall notify the claimant in writing or electronically of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation	

END

		BIMCO LINER BILL CODE NAME: "CON Amended January 1950; August July 1974; August 1976; January	LINEBILL 2000" (
Consignee (full style and address	or Order	B/L No.	Reference No.
	*	Vessel Car	rier: ASC LLC
lotify Party (full style and address)	Part of loading	
		Port of discharge	<u> </u>
	PARTICULARS DECLARED BY THE SHIP		
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			245
	r Draft		
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IIPPED on board in apparen			
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*As defined hereinafter (Cl. 1).
**Applicable only when pre-for carriage is arranged in accordance with Clause 6

1. Definition.

"Merchant" includes the shipper, the receiver, the consignor, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo. 2. Notification,

Any mention in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation

3. Liability for Carriage Between Port of Loading and Port of Discharge,

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Pro-local signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespec tive of whether such legislation may only regulate outbound shioments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination. the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 (the SDR Protocol 1979") shall apply where the Hague-Visby Rules

apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals.

(b) If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrior shall be limited to the freight for the carriage covered by this Bill of Lading, or to the fimite amount as determined in sub-clause 3(a), whichever is the

(c) The aggregate liability of the Carrier and/or any of his seranis, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable. the Additional Clause

4. Law and Jurisdiction.

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accordance. dance with the law of the place where the Carrier has his cipal place of business, as stated on Page 1, except a vided elsewhere herein.

5. The Scope of Carriage.
The Intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

6. Substitution of Vessel.

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port. 7. Transhipment.

The Corrier shall be at liberty to tranship, lighter, land and store the cargo either on shore or alloat and reship and forward the same to the Port of discharge.

8. Liability for Pre- and On-Carriage.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole camage has been collected by him.

 Loading and Discharging.
 Loading and discharging of the cargo shall be arranged by the Camer or his Agent (b) The Merchant shall, at his risk and expense, handle and/or

store the cargo before loading and after discharging

(c) Loading and discharging may commence without prior no-

(d) The Merchant or his Agent shall tender the cargo when the Vossel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the Vessel is roady to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge shouting, if required by the Carrier, outside ordinary working hours nowithstanding

any custom of the port. If the Merchant or his Agent fails to lake delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfilment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the ssel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.

(f) The Merchant shall accept his reasonable proportion of unidentified loose cargo. 10. Freight, Charges, Costs, Expenses, Duties, Taxes and

(a) Freight, whether paid or not, shall be considered as fully ned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent. shall run from fourteen days after the date when freight and charges

(b) The Merchant shall be liable for all costs and expenses of umigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of

(d) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Camer shall have the fight to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or

11. Lien. The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be entitled to sell the cargo privately or by auction to satisfy any such claims.

satisty any such dams.
12. General Average and Salvage.
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from any cause whatsoever, whether due to negligence for which or for the consequence of which the Carrier is no responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carner, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

13. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indomnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14. Government directions, War, Epidemics, Ico, Strikes.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this Contract given by any Govment or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo unboard to risk of seizure, damage or delay, in consequence of war, warlike operations blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port

of loading or any other sale and convenient port.

(c) Should it appear that epidemics; quarantine; ice; labour proubles, labour obstructions, strikes, locitouts (whether

onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient

(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of car-

(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

15. Defences and Limits of Liability for the Carrier, Ser-

vants and Agents.

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

16, Stowage.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, trailers, representable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Mar-, on or under deck without notice to the Merchant.

17/Shipper-Packed Containers, trailers, transportable ks, flats and pallets.

(a) If a container has not been filled, packed or slowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

(ii) the unsuitability or defective condition of the container; or (iii) the contents being unsuitable for carriage in container; or (iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when

the container was filled, packed or stowed.
(b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier, (c) The Carrier does not accept liability for damage due to the unsultability or defective condition of reafer equipment or trailers supplied by the Merchant.

18. Return of Containers.

(a) Containers, pallets or similar articles of transport supplied or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

ADDITIONAL CLAUSE

U.S. Trade. Period of Responsibility.

(i) In case the Contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo con

ing Into the Carrier's custody.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any los or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

Carrier (full style and address) Carrier (full style and address) AMERICAN SEAFOODS COMPANY LLC 2025 First Avenue, Suite 900 Seattle, WA 98121 Merchant (full style and address)		BIMCO LINER BOOKING NOTE CODE NAME: "CONLINEBOOKING 2000" Place and date London, 21st October 2005 Vessel To be nominated Time for shipment (about) 1/1/2006 to 12/31/2006 Port of loading" One good and safe port Alaska Port of discharge Merchant's representatives at loading port (full style and address)							
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is hereby agreed that this Contract shalf be performed subject to the terms contained or turn be superseded (except as to deadfreight) by the terms of the Bill of Leding. gnature (Morchant)		Signature (Carrier)	MERICAN SEAFOODS UITE SUD						

*As defined hereinafor (Cl. 1) **

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FULL TERMS OF THE CARRIER'S BILL OF LADING FORM*

"Merchant" includes the shipper, the receiver, the consignor, the consignes, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo. 2. Notification.

Any mention in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation

3. Liability for Carriage Between Port of Loading and Port

of Discharge,
(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Pro-tocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals.

(b) If the Carrier is held liable in respect of delay, consequentially.

tial loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading, or to the limitation amount as determined in sub-clause 3(a), whichever is the

(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the lotal loss of the cargo under sub-clause 3(a) or, if applicable, the Additional Clause.

4. Law and Jurisdiction

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accordance with the law of the place whore the Carrier has bla principal place of business, as stated on Page 1, except as provided elsewhere berein

5. The Scope of Carriage.

The intended carriage shall not be limited to the direct mule but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

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The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port. 7. Transhipment.

The Carrier shall be at liberty to tranship, lighter, land and store the cargo either on shore or affoat and reship and forward the the Port of discharge.

8. Liability for Pre- and On-Carriage.
When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carner shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him

9. Loading and Discharging.

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior no-

(d) The Merchant or his Agent shall tender the cargo when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port with-out further notice and the Merchant shall be liable to the Carner for deadfreight and/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding

iny custom of the port. If the Merchant or his Agent fails to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfilment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.
(f) The Merchant shall accept his reasonable proportion of

unidentified loose cargo.

10. Freight, Charges, Costs, Expenses, Dutles, Taxes and

(a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent. shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting losse cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel.

(d) The Merchant shall be liable for all fines, penalties, costs. expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations

(e) The Carrier is entitled in case of incorrect declaration of itents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be ontilled to sell the cargo privately or by auction to salisfy any such claims.

12. General Average and Salvage.

General Average shall be adjusted, stated and settled in Lon Consider Average a name adjusted, stated and setted in London according letting for Anhermostuge 1994, or any modification thereof, it respect of all single, whether carried on or modification thereof, it respect of all single, whether carried on the state of the s responsible by statute, contract or otherwise, the Merchai shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels

belonged to strangers. 13. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in repect of a collision or contact.

14. Government directions, War, Epidemics, Ice, Strikes,

(a) The Master and the Carrier shall have liberty to comply ith any order or directions or recommendations in connection with the carriage under this Contract given by any Govemment or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vesset the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo ionopoard to risk of selzure. damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(c) Should it appear that epidemics; quarantine; ice; labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safety and without untreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient

(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of car-

(e) If in connection with the exercise of any liberty under this use any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

15. Defences and Limits of Liability for the Carrier, Servants and Agents.

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any flability whatsoever to the Morchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to Indemnity the Carrier against all consequences thereof.

(d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agant or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

16. Stowage.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, patiets, or similar articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Mergant, on or under deck without notice to the Merchant.

\$7. Shipper-Packed Containers, trailers, transportable tanks, flats and pallets.

(a) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

(i) negligent filling, packing or stowing of the container;
(ii) the contents being unsuitable for carriage in container; or

(ii) the unsultability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or slowed by the Carrier. (c) The Carrier does not accept liability for damage due to the unsultability or defective condition of reefer equipment or trailers supplied by the Merchant

18. Return of Containers.

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Marchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention in-curred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

ADDITIONAL CLAUSE

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U.S. Trade. Period of Responsibility.

(i) In case the Contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and Inserted in this Bill of Lading, the Carrier shalf in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

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